City of Santa Paula

City Council

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

CITY COUNCIL REGULAR MEETING OF THE SANTA PAULA CITY COUNCIL

WEDNESDAY, APRIL 20, 2022

6:30 PM - City Council Regular Meeting

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

JULIE LATSHAW, CITY CLERK
DAN SINGER, CITY MANAGER
JOHN C. COTTI, CITY ATTORNEY

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

BRINGING ITEMS BEFORE THE CITY COUNCIL

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

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

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

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

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

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

In compliance with the ***Americans with Disabilities Act****, if you need special assistance to*

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

REGULAR MATTERS - COUNCIL CHAMBERS

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

2. **INVOCATION**

3. **FLAG SALUTE**

4. **ROLL CALL**

5. **CLOSED SESSION REPORT**

6. **PRESENTATIONS**

   6.A NATIONAL DONATE LIFE MONTH - PROCLAMATION

   6.B RECOGNITION OF THE FIREWORKS COMMITTEE DONATION TO THE CITY OF SANTA PAULA

   6.C **COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT QUARTERLY REPORT (JANUARY - MARCH 2022)**
   RECOMMENDATION:
   That the City Council receive and file the report.

7. **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.

8. **CITY COUNCIL REPORTS**

9. **CITY MANAGER REPORTS**

10. CONSENT CALENDAR

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

10.A APPROVAL OF MINUTES

RECOMMENDATION:

Staff recommends Council approve the following minutes:

1. City Council Special Closed Session Minutes - April 6, 2022
2. City Council Regular Minutes - April 6, 2022

10.B **MARCH 2022 WARRANTS AND CERTIFICATIONS**

RECOMMENDATION:

Staff recommends that the City Council:

Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for March 2022, starting check number 330286 and ending check number 330594.

Review and accept the "Certification of Salaries" for the pay period ending dates February 25th, 2022 through March 11th, 2022.

10.C **FISCAL YEAR 2022-2023 SENATE BILL 1 PROJECT LIST**

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 7394 approving the Fiscal Year 2022-2023 Project List for Senate Bill 1 (Road Repair and Accountability Act of 2017) Road Maintenance and Rehabilitation Account Funding.

10.D **SECOND READING TO ADOPT ORDINANCE NO. 1315 ADOPTING A MILITARY EQUIPMENT USE POLICY PURSUANT TO AB 481**

RECOMMENDATION:

Staff recommends the City Council: Conduct a second reading to Adopt Ordinance No. 1315 directing the Police Department to adopt a "Military Equipment" policy pursuant to AB 481.

10.E **CANYON BOOSTER PUMP UPGRADE PROJECT**

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Professional Services Agreement with Huitt-Zollars for the Canyon Booster Pump Upgrade Project design services in the amount of $154,720 in a form approved by the City Attorney.

10.F **WAIVE FORMAL BIDDING AND ALLOW PURCHASE OF FARO FOCUS LASER SCANNER FUNDED BY VCSAFE GRANT.**

RECOMMENDATION:

Staff recommends Council waive formal bidding and allow the purchase of the FARO Focus Laser Scanner. This purchase is fully funded through the VCSAFE Grant.

10.G **PROFESSIONAL SERVICES AGREEMENT WITH M6 CONSULTING FOR BUILDING AND SAFETY INSPECTION, CODE COMPLIANCE AND BUILDING PLAN REVIEW SERVICES,**
RECOMMENDATION:

Staff recommends that the City Council:

Authorize the City Manager to execute a Professional Services Agreement for building and safety inspection, code compliance and building plan review services with m6 Consulting, Inc. in a form approved by the City Attorney.

10.H **ALCOHOL ENFORCEMENT AGREEMENT FOR PROJECT 21-CUP-03, VINCE'S CAFÉ INC. (DBA EL CAPRICHO RESTAURANT) LOCATED AT 827 E. MAIN STREET. (TYPE 47- BEER, WINE & DISTILLED SPIRITS – ON SALE GENERAL - EATING PLACE)**

RECOMMENDATION:

Staff recommends that the City Council:

Approve the Enforcement Agreement for Project No. 21-CUP-03, Vince Café Inc. (dba El Capricho) at 827 E. Main Street.

10.I **EXISTING TEMPORARY WATERLINE VACATION - HARVEST AT LIMONEIRA**
RECOMMENDATION:

Staff recommends that the City Council

1. Take action to quitclaim its interest in, and to, the East Area 1 Temporary Access and Waterline Easement.

10.J **SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS DELEGATE REPRESENTATIVE**
RECOMMENDATION:
Staff recommends Council:
Appoint Councilmember Carlos Juarez as the Voting Delegate at the SCAG's 2022 Annual Meeting of the General Assembly on May 5 and 6, 2022.

11. PUBLIC HEARING

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

11.A **A RECOMMENDATION THAT THE CITY COUNCIL ADOPT ORDINANCE NO. 1316 AMENDING CHAPTER 16.58 OF THE SANTA PAULA MUNICIPAL CODE TO EXCLUDE ESTABLISHMENTS WITHIN THE CENTRAL BUSINESS DISTRICT FROM THE SEPARATION REQUIREMENT FOR ONSITE SALE OF ALCOHOL**

RECOMMENDATION:

That the City Council

- Open the public hearing;
- Receive testimonial and documentary evidence; and
- Adopt Ordinance No. 1316 Amending Chapter 16.58 of the Santa Paula Municipal Code to Exclude Establishments within the Central Business District from the Separation Requirement for On-Site Sale of Alcohol; and Find that the Ordinance Is not a "Project" or Is Otherwise Exempt from CEQA.

Presented by: James Mason, Community Development Director

12. ACTION ITEMS

12.A **5-YEAR PAVEMENT MANAGEMENT PLAN UPDATE**

RECOMMENDATION:

Staff recommends that the City Council:

1. Receive and file the updated 5-Year Pavement Management Plan

Presented by: Clete J. Saunier, Public Works Director
Robert Woodward, m6 Consulting, Interim City Engineer
Rachel Williams, m6 Consulting, Project Manager

12.B **PROPERTY BUSINESS IMPROVEMENT DISTRICT (PBID) INTENT TO RENEW FORMATION**

RECOMMENDATION:

1. Receive and accept the results of a petition of property owners for the proposed renewal of the downtown Property Business Improvement District (PBID) to go to ballot allowing the City Clerk to initiate Proposition 218 proceedings as prescribed in the Proposition 218 Omnibus Implementation Act (California Government Code, Section 53750).

2. Approve the Management District Plan (Exhibit B).

3. Adopt the Resolution of Intention No. 7392 (Exhibit A).

4. Set a date for a Public Hearing on Wednesday, June 15, 2022.

Presented by: Jonathan Royas, Management Analyst

12.C **AGREEMENT WITH SANTA PAULA UNIFIED SCHOOL DISTRICT FOR SUMMER CAMP PROGRAM**

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve Agreement with Santa Paula Unified School District for Summer Camp Program.
2. Recognize $323,576 in new revenue and $284,576 in new expenditures in the General Fund.
3. Approve a one-time Pay Incentive for each Summer Camp employee in the amount of $750.

Presented by: Greg Barnes, Parks & Recreation Director

12.D **CITY COUNCIL COMPENSATION**

RECOMMENDATION:

Staff recommends that the City Council review California law and procedure for increasing City Council compensation and provide direction.

Presented by: John Cotti, City Attorney

12.E **HARVEST AT LIMONEIRA PROJECT AD HOC COMMITTEE**

RECOMMENDATION:

That the City Council:

1. Appoint two members of the City Council to participate in the Ad Hoc Committee for the Harvest at Limoneira Project.

Presented by: John Cotti, City Attorney

13. ITEMS FOR FUTURE AGENDAS

13.A FUTURE AGENDA ITEMS

RECOMMENDATION:

Staff recommends City Council Review Future Agenda Items.

14. 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: James Mason, Community & Economic Development Director

Subject: COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT QUARTERLY REPORT (JANUARY - MARCH 2022)

Date: April 20, 2022

Agenda Item: 6.C

RECOMMENDATION:

That the City Council receive and file the report.

BACKGROUND:

STAFF UPDATES

The department continues to work with HR to conduct a recruitment for the vacant Building Official/Senior Building Official Planning and Economic Development Manager. To date the city has not received any viable applicants. The department is coordinating with Human Resources to broadened recruitment and advertising strategies in an attempt to attract more candidates.

The department will bring a new agreement with m6 Consulting to expand services in Building, Code and Plan Check to help further expedite the expanding volume of development submittals

PLANNING DIVISION

Housing Element (2040) Update

Staff is finalizing the second draft of the Housing Element based on feedback received from the state Department of Housing and Community Development. The Affordable Housing Task Force and Planning Commission will be review the draft and it will be presented to City Council in May.

Specific Plan Updates

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

The Project is within the West Area 2 Expansion Area as designated by the Santa Paula General Plan on the western edge of the City of Santa Paula and consists of ±54 acres of the 125-acre Expansion Area. The land uses envisioned within the Specific Plan will be a mix of

low-intensity industrial (such as light manufacturing or research and development), professional offices, and supporting commercial businesses.

The applicants contracted engineer has been working to address the concerns regarding drainage and flood control raised by the County Watershed Protection District. The plan design has required some modifications and once the concerns have been fully addressed the application will go to LAFCo for an annexation hearing.

East Area Specific Plan - Harvest Development

Approved project includes 1,500 new dwelling units of different types on approximately 500-acres. Construction continues on residential units and the first phase of development (586 units) is nearing completion. The project submittal for Phase II is under review and the tentative tract map was approved by City Council on April 6th. The Santa Paula Creek Bridge plans are being prepared for review by the City and initial submittals have been approved by the Army Corp of Engineers and County watershed protection. The Sports park site development has commenced and site grading is underway. The developer plans on submitting an amendment to the Specific Plan to add an additional 450 homes later this year.

Commercial Development Update

Gun Smoke BBQ (817 E Main St): Restaurant

Proposal for a new Santa Fe style barbeque restaurant. Interior renovation work is nearly completed. The sign permits and business license have been issued on the project and final improvements are underway with an opening date planned for the end of April 2022.

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

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

Santa Paula Craft & Kitchen (932 E Main Street)

The tenant improvements and liquor license are in place and the venue is scheduled to open the end of April.

Event Center and Café (133 Mill Street)

The project which includes a catering and event center, café and alcohol license is currently undergoing plan review. The project site will be phased to later include the redevelopment of offices and classrooms (Faulkner Hall) into apartments.

Parque 1055 Bar and Grill (1055 East Main Street)

Staff has reviewed a concept review for the renovation of an auto repair facility into a bar and grill. The applicant has submitted for a CUP to serve alcohol which will be reviewed by the Planning Commission on April 26, 2022. Plan submittal for facility renovation is projected for Q3 of 2022.

Industrial Development Update

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

Project approved by Planning Commission in 2012. City staff continuing to coordinate with applicants to resolve project. A Conservation Easement Violation has been resolved and the project is continuing with requisite design engineering submittals. The review of the Conditional Letter of Map Revision (CLOMAR) which addresses project potential alterations to flood hydrology, has been completed by County Watershed and the City and was submitted to FEMA for comments in early September. The City Is still waiting for FEMA approval of the map revisions before allowing vertical construction to occur.

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

Proposal for a 5-building, 262-unit self-storage facility. Plans have been submitted and are under review. The project will commence development once the underlying SMIP has received FEMA approval.

ActionPac (270 Quail Court/1574 Lemonwood Drive)

The packaging equipment manufacturer recently relocated from Oxnard and is working on development plans to add additional buildings and tenants on the 5-acre site.

Residential Development Update

Santa Paula Public Benefit Housing/First-Time Homebuyer Program

Ventura County Community Development Corporation has been selected for the administration of the program and staff will request budget appropriation from the Council at the May 4, 2022 City Council meeting to initiate the program. In coming weeks, staff will be coordinating an orientation with VCCDC and Harvest developers' sales agents.

Creekside Homes (Grant Line and Santa Paula St): New house

New 9-lot residential subdivision on Grant Line Road. For Lot 1, construction of new single-family residence and detached accessory dwelling unit are occupied. Permits have been issued for Lots 2-9; and construction is underway.

"Arbor Executive Homes" – Sparkuhl Ranch (Forest Dr and Cliff Dr): New 19-du subdivision

New subdivision of 19 single-family residences, one public pocket park, and extension of public streets. Final grading and site utility improvements are completed. Home pads have been certified and foundation forming is currently underway. Vertical home construction is underway and the project is being carefully monitored to ensure compliance. All nineteen homes have been sold. Staff is working closely with the developer to manage and mitigate construction impacts to city infrastructure and existing neighborhoods. There are currently ten homes occupied.

People's Self-Help Housing (PSHH) 714 W Harvard Blvd (Mt View RV Park)

Conditional Use Permit for 69 deed-restricted affordable apartments has been approved. Building permits have been issued and project groundbreaking is planning for May. In addition,

the Santa Paula PSHH Project was awarded $3,842,192 from the California Department of Housing and Community Development's Joe Serna Jr. Farmworker Housing Grant program.

Former Kmart (859 Faulkner Rd.)

Harridge Development Group, LLC., the owner and developer for the site has submitted a concept review for a project that entails 240 market-rate apartment townhomes with an affordable component. Plan submittal is projected for this summer.

11th Street Townhomes

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

Tiny Quads (720 East Main Street)

12 deed restricted affordable efficiency units. Design review has been completed. The project has been put on hold due to cost of construction (materials and development) coupled with project engineering requirements.

King Building Apartments (929 East Main Street)

Six second floor market-rate apartment units above ground floor retail. Project plan review has been completed and staff is working to finalize parking and trash enclosure requirements for the project.

Redtail Apartments (18004 East Telegraph Rd)

Proposal for 288 market-rate apartments at Telegraph Rd. east of Texas Lane. Project is currently preparing to submit for Design Review. The project is contemplating a significant portion of affordable units (TBD).

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

Senior Housing and commercial project composed of square feet of commercial and 22 senior housing apartments. Currently in Design Review.

Chaparral Airolofts (Airpark)

Proposed project of thirty-seven aircraft hangar/residential units. The applicant is preparing for a concept review by staff to review the project engineering, fire safety and building plans. The applicant is currently working on a submittal for engineering and infrastructure plans. Submittal of full development plans are projected this fall.

Harvest at Limoneira-Lewis (East Area 1)

All 586 lots for Phase I of the project have been sold to home builders and approximately 364 homes are occupied. Sales are consistent at 2-3 homes per week. Of Phase I (Haun Creek Homes) three of the product lines are completely sold out.

Spirit of Santa Paula (1498 E. Harvard Blvd.) Homeless services center

Development improvements and operational permit for a homeless service center. As a result of efforts by Steve Bennett and Monique Limon $1.5 million in funding has been approved by the state Department of Housing and Community Development. The project building permits have been issued and as a result of City Council action, in-lieu funds were utilized to cover permit fees.

New Business Licenses

Eighteen (18) new business licenses were issued in January through March

BUILDING AND SAFETY DIVISION

Permit and Fee Activity

JANUARY – MARCH 2022

PERMITS	NUMBER		PERMIT FEES	
	2022	2021	2022	2021
BUILDING	115	217	$332,710.04	$361,937.95
PLUMBING	69	98	$20,966.00	$26,775.00
ELECTRICAL	95	136	$26,427.00	$35,334.00
MECHANICAL	60	91	$20,037.00	$25,620.00
TOTAL	339	542	$400,140.04	$449,666.95

TOTAL PERMIT VALUATION TO DATE (2022 TOTAL): $27,669,048.74

TOTAL PERMIT VALUATION A YEAR AGO (2021 TOTAL): $26,881,643.61

ECONOMIC DEVELOPMENT DIVISION

Downtown Events and Street Activation

The Community & Economic Development, Parks & Recreation, Public Works, Police the Chamber of Commerce and the property business improvement District (PBID) have collaborated to implement improvement in downtown infrastructure. Staff has collaborated with the community to provide opportunities for events including Cruise Night, monthly markets and a farmers' market. In addition, staff and the Chamber are working closely with the PBID to implement several specific improvements to downtown infrastructure including Green Alley improvement, street tree maintenance, street lightning., banners, waste receptacle repairs/replacements, parking lot improvements and sidewalk cleaning.

East Area Gateway (Hallock/126/Telegraph)

Staff facilitated a round table discussion with prospective developers, property owners and speculators in early December 2021 to develop a comprehensive plan for the development of this area. Given the shift in the retail market, we are seeking to identify development strategies that will yield a sustainable and complimentary mix of uses. Staff will continue to schedule periodic roundtables to help facilitate collaboration towards a focus on highest and best use for these properties

East Triangle Site (east of Hallock and SR 126)

Staff has engaged with a development consultant (The Kosmont Companies) to develop strategies for development of the site formerly identified for a fire station. Pursuant to the state surplus property act a Notice of Availability is being reissued to incorporate all recipients required by the State surplus land act process. The RFQ process to identify potential buyers/lessees will be initiated in June.

Bender Property (Todd Rd and SR 126)

The developer, Bender Farms, is currently planning an additional 86,000 square foot industrial shell building and is scheduled to submit plans Q3 of 2022. As a part of the project, improvement swill be made to Todd Rd, Calpipe Rd and Peck Rd. Once plans have been finalized staff will provide an update.

ActionPac (270 Quail Court/1574 Lemonwood)

A packaging manufacturer is relocating from Oxnard and will assume some of the existing building space with approximately 30-employees. They will lease the remaining space and developing additional industrial space for future tenants on the vacant pads.

Ventura County Santa Paula Medical Center (SEC Hallock Dr and SR 126)

Staff has coordinating the development with Ventura County and the developer (Taylor Realty Advisors) and design Review has been completed for the first phase of development. Currently the project proposal includes the following:

Phase I: Medical Offices, Ambulatory Surgical Facility, Retail

Phase II: Hospital, Assisted Living Facility, Skilled Nursing Facility

Phase III: Retail Development TBD

Superior Market (280 Harvard Blvd)

Superior Supermarkets has purchased Tressierras Market and is currently under renovation Superior is a value priced community grocery concept and should be fully operational this summer. Superior Grocers operates 47 stores in Southern California and has been in business since 1981.

Bank of Books (820 Main Street)

Staff had been working with the owners since last summer and has provided outreach and business assistance to facilitate their opening.

OTHER ACTIVITIES

Homeless Encampment Mitigation

Staff has been coordinating with the County Watershed Control District, The Nature Conservancy and the County CEO's office. In addition, staff has assisted with outreach and clean-up coordinating with a resident volunteer and Athens to clean up waste along the Santa

Paula Creek and Santa Clara River corridors.

In early January a collaborative effort between R.A. Atmore, the Police Department, the Community and Economic Development Department and the County Watershed Control District resulted in the clean-up of eight homeless encampments and debris along Santa Paula Creek (north of Harvard Blvd). City staff is currently coordinating plans for clean-up on the Creek south of Harvard.

RI-NU Services, LLC., (815 Mission Rock Road, unincorporated Ventura County)

Nu RI-NU Services, LLC has requested to update and reestablish a Conditional Use Permit to operate a wastewater treatment facility at 815 Mission Rock Road. The County has required the submittal of an Environmental Impact Report (instead of an MND) and is currently reevaluating the proposed components of the project to potentially modify the project in response to the public comments. The project discussion between the applicant and the County are scheduled to resume early June.

PLANNING COMMISSION ACTIVITY

Planning Commission Actions

January 25:

Adoption of Resolution No. 3832 approving Conditional Use Permit No. 2021-CUP-03 to allow an existing restaurant business (Vince's Café Inc., dba El Capricho) the right to sell alcohol.

Appointment of Commissioner Kelly to the Housing and Homeless Standing Committee

February 22:

Adoption of Resolution No. 3831 recommending that the City Council adopt an ordinance amending Chapter 16.44 of the Santa Paula Municipal Code ("SPMC") to permit electric fences within the Commercial-Light Industrial (C-LI), Light Industrial (LI), and Industrial (I) zoning districts,

March 22:

Adoption of Resolution No. 3839 Recommending the City Council Adopt an Ordinance to Amend Chapter 16.58 of the Santa Paula Municipal Code to Exclude Establishments within the Central Business District from the Separation Requirement for On-Site Sale of Alcohol.

Continuation of the public hearing to the next regularly-scheduled Planning Commission meeting (currently April 26, 2022) in order to further consider recommending the Revised Draft Housing Element proceed to Council for approval.

ANALYSIS:

None

STRATEGIC PLAN:

None

FISCAL IMPACTS:

None

OPTIONS:

None

ATTACHMENTS:

CITY OF SANTA PAULA
City Council Special
April 6, 2022, 4:30 PM
MINUTES

CLOSED SESSION - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Crosswhite called the meeting to order at 4:30 p.m.
Vice Mayor Sobel attended Closed Session virtually.

Members Present: Jenny Crosswhite, Andy Sobel, Carlos Juarez, Richard Araiza, and Leslie Cornejo

2) PUBLIC COMMENTS

None.

3) CLOSED SESSION

3.A) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code section 54956.9(d)(1) - Ventura County Fire Protection District, et al, v. Santa Clara Waste Water Company, et al, Ventura County Superior Court Case No. 56-2016-00484523-CU-PO-VTA

3.B) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Pursuant to Government Code section 54956.9(d)(2) - February 11, 2022, Letter from attorney Jason Dominguez concerning the California Voting Rights Act.

3.C) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code 54956.9(d)(1) Schladetzky v. City of Santa Paula, et al., Ventura County Superior Court Case No. 56-2022-00563854-CU-OE-VTA

Council adjourned to closed session.

4) ADJOURNMENT

Mayor Crosswhite adjourned the meeting to the Regular City Council meeting at 6:30 p.m.

ATTEST:

_____
Julie Latshaw
City Clerk

CITY OF SANTA PAULA
City Council Regular
April 6, 2022, 6:30 PM
MINUTES

REGULAR MATTERS - COUNCIL CHAMBERS

1) CALL TO ORDER

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

2) INVOCATION

Deacon Al Guilin provided the Invocation.

3) FLAG SALUTE

Councilmember Araiza led the flag salute.

4) ROLL CALL

Members Present: Jenny Crosswhite, Carlos Juarez, Richard Araiza, and Leslie Cornejo

Members Absent: Andy Sobel

5) CLOSED SESSION REPORT

City Attorney John Cotti reported Council met today at 4:30 p.m., announcing there was no reportable action on the following:
CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code § 54956.9(d)(1) - *Ventura County Fire Protection District, et al, v. Santa Clara Waste Water Company, et al,* Ventura County Superior Court Case No. 56-2016-00484523-CU-PO-VTA;
CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Pursuant to Government Code § 54956.9(d)(2) - February 11, 2022, Letter from attorney Jason Dominguez concerning the California Voting Rights Act; and
CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to Government Code § 54956.9(d)(1) *Schladetzky v. City of Santa Paula, et al.*, Ventura County Superior Court Case No. 56-2022-00563854-CU-OE-VTA.

6) PRESENTATIONS

6.A) PARKS & RECREATION DEPARTMENT ACTIVITY UPDATE

Greg Barnes, Parks & Recreation Director provided the Parks & Recreation Department's Activity Report for the period of January 1, 2022 to March 31, 2022.

6.B) HARVEST UPDATE PRESENTATION

David Lauletta with Limoneira Lewis Community Builders, provided an update on Harvest at Liomoeira.

7) PUBLIC COMMENT

Richard Rudkin was called to speak providing an update on the Heritage Valley Spring Kickoff event.

Alex Meyer was called to speak recommending people do not get Covid boosters.

8) CITY COUNCIL REPORTS

Councilmember Cornejo:
Attended AdHoc Grant Committee meeting.

Councilmember Juarez:
Announced the Sr Advisory meeting was cancelled; attended Parks & Recreation meeting; memorial service for Rudy Jimenez; AdHoc Grant Committee meeting; ribbon cutting for Bank of Books; Cruz Night; Citizen Core; and CAUSE meeting.

Councilmember Araiza:
AdHoc Committee on Solid Waste; Ribbon Cutting for Bank of Books; Cruz Night; and Farmers Market.

Mayor Crosswhite:
She and City Manager met with Karen Schmit with Clear Power Alliance; Assembly Member Bennet; attended Community Coffee meeting; she, City Manager, Police Chief and Community Director met with business South of Hallock, attended Ventura Council of Governments, service for Rudy Jiminez; fielded resident concerns; she and City Manager met with Government Affairs Service with Frontier; attended ribbon cutting at Bank of Books; and CAUSE meeting.

9) CITY MANAGER REPORTS

City Manager Dan Singer:
He and Mr. Mason met with Executive Director of the Santa Paula Housing authority Elenore Vaughn; met with members of the county and service agencies discussing homelessness challenges along the river bottoms; he and Mr. Barnes had a kickoff meeting with members of the Sport Park Foundation on fund raising efforts; attended the ribbon cutting for Bank of Books; Cruz Night and Farmers Market.

10) CONSENT CALENDAR

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

10.B) APPROVAL OF MINUTES

10.C) SECOND READING TO ADOPT ORDINANCE NO. 1314 AMENDING CHAPTER 16.44 OF THE SANTA PAULA MUNICIPAL CODE TO ALLOW ELECTRIFIED SECURITY FENCES IN COMMERCIAL-LIGHT INDUSTRIAL (C-LI), LIGHT INDUSTRIAL (LI), AND INDUSTRIAL (I) ZONES; AND FIND THE ORDINANCE EXEMPT FROM CEQA

10.D) SURPLUS VEHICLES AND EQUIPMENT

10.E) TREE CARE SERVICES AGREEMENT

10.F) CITY HALL PERMITTED STREET PARKING

10.G) APPROVAL OF FINAL PARCEL MAP NO. 6065 (HARVEST AT LIMONEIRA PROJECT)

Greg Barnes, Parks & Recreation Director explained the pulling item 10.E is due to a protest from one of the contractors and other questions that time is needed to respond. Mayor Crosswhite announced 10.E will not be part of the Consent Calendar.

Motion: Approve as amended 10) CONSENT CALENDAR
Moved by Richard Araiza, seconded by Leslie Cornejo

Vote: Motion carried 4-0
Yes: Jenny Crosswhite, Carlos Juarez, Richard Araiza, Leslie Cornejo

11) <u>ACTION ITEMS</u>

11.A) <u>NONPROFIT EMERGENCY RELIEF FUND GRANT AWARDS</u>

Jonathan Royas, Management Analyst provided a presentation of grant awards for the Nonprofit Emergency Relief Fund Program.

Each of the nonprofit groups spoke of their organization and what they plan with the funds provided:
Boys and Girls Club; C.A.R.L Canine Adoption and Rescue League; Food Share; LUCHA/Poder Popular; Promotoras y Promotores; S.P.A.R.C.; Santa Clara Valley Hospice; Santa Paula Latino Town Hall; SPIRIT of Santa Paula; and The House of MAGIC Foundation for the Arts, Inc.

Motion: Approve 1. Approve the recommended grant awards for the Nonprofit Emergency Relief Fund program as determined by the ad hoc committee.
Moved by Richard Araiza, seconded by Leslie Cornejo

Vote: Motion carried 4-0

Yes: Jenny Crosswhite, Carlos Juarez, Richard Araiza, Leslie Cornejo

11.B) DISTRICT-BASED ELECTIONS

Public Speakers:
Dr. Gabino Aguirre was called to speak in support of district-based elections.
Christina Eilar was called to speak in support of district-based elections.
Laura Espinosa was called to speak in support of district-based elections.
Angel Castanoti was called to speak in support of district-based elections.
Kate English was called to speak in support of district-based elections.
Cynthia Salas was called to speak in support of district-based elections.
Nidia Bello - was called to speak in support of district-based elections.
Ana Rosa was called to speak in support of district-based elections.

City Attorney John Cotti presented information on transitioning from At-Large to District-Based Elections. City Manager Dan Singer explained there will be fiscal impacts that are not budgeted.

Motion: Approve Adopt Resolution No. 7393 Declaring the City's Intention to Transition from At-Large to District-Based Elections pursuant to California Elections Code Section 10010(E)(3)(A) and Finding the Action Exempt from CEQA.
Moved by Carlos Juarez, seconded by Richard Araiza

Vote: Motion carried 4-0
Yes: Jenny Crosswhite, Carlos Juarez, Richard Araiza, Leslie Cornejo

11.C) MILITARY EQUIPMENT POLICY - AB481

Travis Walker, Chief of Police presented this item.

Public Speakers:
Ana Rosa spoke during item 11.B, against the Police Department receiving military equipment.
Victor Espinosa was called to speak against the Police Department receiving military equipment.
Cynthia Salas was called to speak against the Police Department receiving military equipment.
Nidia Bello was called to speak against the Police Department receiving military equipment.

Motion: Approve That the City Council introduce and waive first reading of Ordinance No 1315 adopting a Military Use Equipment Policy pursuant to AB 481.
Moved by Leslie Cornejo, seconded by Richard Araiza

Vote: Motion carried 4-0
Yes: Jenny Crosswhite, Carlos Juarez, Richard Araiza, Leslie Cornejo

11.D) HARVARD BOULEVARD WATER AND SEWER PIPELINE REPLACEMENT AND PAVING REHABILITATION PROJECT BID

RESULTS

Clete Saunier, Public Works Director and Bob Woodward, Interim City Engineer presented this item.

Motion: Approve Staff recommends that the City Council: Reject all bids submitted for construction of the Harvard Boulevard Water and Sewer Pipeline Replacement and Paving Rehabilitation Project. Authorize Staff to re-advertise for Project bids.
Moved by Jenny Crosswhite, seconded by Carlos Juarez

Vote: Motion carried 4-0
Yes: Jenny Crosswhite, Carlos Juarez, Richard Araiza, Leslie Cornejo

12) ITEMS FOR FUTURE AGENDAS

12.A) FUTURE AGENDA ITEMS

14) ADJOURNMENT

Mayor Crosswhite adjourned the meeting at 9:50 p.m.

ATTEST:

_____
Julie Latshaw
City Clerk

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Christy Ramirez, Finance Director

Subject: MARCH 2022 WARRANTS AND CERTIFICATIONS

Date: April 20, 2022

Agenda Item: 10.B

RECOMMENDATION:

Staff recommends that the City Council:

Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for March 2022, starting check number 330286 and ending check number 330594.

Review and accept the "Certification of Salaries" for the pay period ending dates February 25th, 2022 through March 11th, 2022.

BACKGROUND:

This is the certification (separation of duties between the "preparer from the reviewer") Presented in the attached documents:

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

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

The "Check Report" depicts the following columns:

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

d) PY-PAYROLL for benefits 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 February 25th, 2022 through March 11th, 2022.

ANALYSIS:

See the attachments for expense breakdown by respective fund.

EMERGENCY JUSTIFICATION REPORTING

An emergency at the Water Recycling Facility recently prompted the need to waive the informal bid process for sludging services from Patriot Environmental and a special part from Huber Technology. Below is a description of the situation and cost estimates of the services:

The screw press at the WRF is used to dewater the solids produced in the treatment process. The biosolids hauler requires that solids be dried to about 15% solids concentration. The screw press takes the solids concentration from about 2.5% in the digesters to over 15%, removing about 85% of the water. Operating staff began noticing deterioration of screw press performance on March 17 and initiated contact with the manufacturer (Huber) to obtain repairs. A quote was received from Huber on March 18, and a City purchase order for repairs was issued the same day. The initially quoted repair time was about six weeks (late April or early May). The screw press failed entirely on March 23. However, Huber was able to move up the repair date to April 11th, or about 3 weeks rather than 6. This repair should be complete within 3 days, or about April 14th. During the interim period, staff issued a PO for up to $29,000 with Patriot Environmental to haul up to 10 loads of biosolids (sludge) at 2.5% concentration for disposal at other wastewater treatment plants in the area. This should be adequate to carry the WRF though until the screw press repairs are complete. Total costs are expected to be $28,647 for repair of the screw press and a maximum of $27,977 for sludge hauling. Actual cost of sludge hauling may be less.

STRATEGIC PLAN:

FISCAL IMPACTS:

OPTIONS:

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

ATTACHMENTS:

March 2022 WARRANTS AND CERTIFICATIONS.pdf

EXHIBIT A:
CERTIFICATION OF SALARIES

CERTIFICATION OF SALARIES

BEG. CHK #: 147599 **PAYROLL ENDING: 2/25/22**
ENDING CHK #: 147604 **PAY DATE: 03/04/22**

100	GENERAL FUND	$	309,522.74
104	GENERAL FUND-MEASURE T	$	67,900.46
115	GENERAL RECREATION PRO	$	321.56
206	STORMWATER PROGRAM	$	761.80
280	STATE GAS TAX FUND	$	16,430.35
314	OFFICE OF TRAFFIC SAFETY		$908.74
405	AAA-AREA AGCY ON AG	$	4,815.33
412	AMERICAN RESCUE PLAN		$2,500.00
610	SEWER ENTERPRISE FUND	$	15,691.05
620	WATER ENTERPRISE FUND	$	62,862.19
702	EQUIP. MAINT. FUND	$	11,874.85
		$	493,589.07

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

CERTIFICATION
ALLOWED BY THE CITY COUNCIL

Julie L Latshaw 4/11/2022
JULIE LATSHAW - CITY CLERK DATED

PREPARED BY:

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

Christy 4/11/22
CHRISTY RAMIREZ - FINANCE DIRECTOR DATED

CERTIFICATION OF SALARIES

BEG. CHK #: 147605
ENDING CHK #: 147616

PAYROLL ENDING: 3/11/22
PAY DATE: 03/18/22

100	GENERAL FUND	$	320,975.00
104	GENERAL FUND-MEASURE T	$	75,174.93
115	GENERAL RECREATION PRO	$	336.17
206	STORMWATER PROGRAM	$	761.80
280	STATE GAS TAX FUND	$	15,750.54
405	AAA-AREA AGCY ON AG	$	4,796.34
450	HUD-CDBG	$	33.24
610	SEWER ENTERPRISE FUND	$	15,738.33
620	WATER ENTERPRISE FUND	$	61,804.56
702	EQUIP. MAINT. FUND	$	12,045.99
		$	507,416.90

CERTIFICATION
ALLOWED BY THE CITY COUNCIL

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

Julie Latshaw 4/11/2022
JULIE LATSHAW - CITY CLERK DATED

PREPARED BY:

Maria Renteria 4/11/22
MARIA RENTERIA - PAYROLL SPECIALIST DATED

Christy Ramirez 4/11/22
CHRISTY RAMIREZ - FINANCE DIRECTOR DATED

EXHIBIT B:

CERTIFICATION OF ACCOUNTS PAYABLES

CERTIFICATION OF ACCOUNTS PAYABLE CHECKS

CHECK NO.:	330286	THRU:	330294	DATED:	March 3, 2022
CHECK NO.:	330295	THRU:	330296	DATED:	March 4, 2022
CHECK NO.:	330297	THRU:	330302	DATED:	March 7, 2022
CHECK NO.:	330305	THRU:	330450	DATED:	March 10, 2022
CHECK NO.:	330451	THRU:	330460	DATED:	March 17, 2022
CHECK NO.:	330461	THRU:	330594	DATED:	March 24, 2022
DRAFT:	991775	THRU:	991778	DATED:	March 9, 2022
DRAFT:	991782	THRU:	991782	DATED:	March 2, 2022
DRAFT:	991783	THRU:	991783	DATED:	March 8, 2022
DRAFT:	991784	THRU:	991784	DATED:	March 10, 2022
DRAFT:	991785	THRU:	991787	DATED:	March 23, 2022
DRAFT:	991788	THRU:	991788	DATED:	March 22, 2022
DRAFT:	991789	THRU:	991789	DATED:	March 9, 2022
DRAFT:	991790	THRU:	991790	DATED:	March 16, 2022
DRAFT:	991791	THRU:	991791	DATED:	March 23, 2022
DRAFT:	991796	THRU:	991796	DATED:	March 18, 2022
DRAFT:	991797	THRU:	991797	DATED:	March 23, 2022
VOIDED CHECK NO.:	329773	THRU:	329773	DATED:	March 3, 2022
VOIDED CHECK NO.:	328741	THRU:	328741	DATED:	March 3, 2022
VOIDED CHECK NO.:	329117	THRU:	329117	DATED:	March 3, 2022
VOIDED CHECK NO.:	330296	THRU:	330296	DATED:	March 4, 2022
VOIDED CHECK NO.:	330324	THRU:	330324	DATED:	March 23, 2022
VOIDED CHECK NO.:	330504	THRU:	330504	DATED:	March 24, 2022

COUNCIL MEETING DATE: April 20, 2022

AMOUNT OF CERTIFICATION: $ 2,098,889.57

	DISTRIBUTION BY FUND	
100	GENERAL FUND	$510,940.16
104	PROF/CONTR SVCS-OTHER	$70,281.90
115	RECREATION PROGRAM	$3,205.13
206	STORMWATER PROGRAM	$473.46
226	PARKLAND FACILITIES IMPACT	$213.88
280	STATE GAS TAX	$56,907.25
307	SVCS-DESIGN/STUDY/TEAGUE PARK RR	$1,026.00
311	SLESF-COPS (AB1913)	$137.63
314	OFFICE OF TRAFFIC SAFETY	$339.21
405	AAA (AREA AGENCY ON AGING	$4,059.40
412	AMERICAN RESCUE PLAN	$10,054.20
450	HUD - CDBG	$6.82
500	HILLSBOROUGH OPEN SPACE MAINT	$300.00
503	GHAD-GEO HAZ ABATEMENT	$3,384.25
504	HARVEST CFD EA1	$5,372.00
600	REFUSE ENTERPRISE	$2,168.13
610	SEWER ENTERPRISE	$600,602.20
620	WATER ENTERPRISE	$194,802.97
702	EQUIPMENT MAINTENANCE FUND	$31,769.43
800	CASH DEPOSIT TRUST FUND	$441,998.93
803	HARDING PARK TRUST	$19,038.89
	TOTAL FUND DISTRIBUTION	$1,957,081.84

Variance of $141,807.73 due to voiding checks in March that were created prior and reversing draft posted to March

PREPARED BY: _____
WENDY MORRIS
ACCOUNTING TECHNICIAN

REVIEWED BY: _____
CHRISTY RAMIREZ
FINANCE DIRECTOR

ALLOWED BY CITY COUNCIL

DATE: April 20, 2022

EXCEPT: _____

CITY CLERK: _____
JULIE LATSHAW, CITY CLERK

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



City of Santa Paula, CA

Check Report

By Check Number

Date Range: 03/01/2022 - 03/31/2022

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
Bank Code: AP-ACCOUNTS PAYABLE							
011010	WILLDAN FINANCIAL SERVICES		03/03/2022	Regular	0.00	-59,895.21	328741
011010	WILLDAN FINANCIAL SERVICES		03/03/2022	Regular	0.00	-56,595.51	329117
011010	WILLDAN FINANCIAL SERVICES		03/03/2022	Regular	0.00	-33,078.25	329773
011010	WILLDAN FINANCIAL SERVICES		03/04/2022	Regular	0.00	380,687.53	330295
00334443CWC	Invoice	03/03/2022	Willdan catch-up invoices		0.00	11,337.00	
00334443NWC	Invoice	03/03/2022	Willdan catch-up invoices		0.00	170.00	
00334443PWC	Invoice	03/03/2022	Willdan catch-up invoices		0.00	905.00	
00334692B	Invoice	03/03/2022	Willdan catch-up invoices		0.00	6,125.00	
00335064B	Invoice	03/03/2022	Willdan catch-up invoices		0.00	27,980.44	
00335064O	Invoice	03/03/2022	Willdan catch-up invoices		0.00	1,594.00	
00335186B	Invoice	03/03/2022	Willdan catch-up invoices		0.00	9,822.00	
00335186H	Invoice	03/03/2022	Willdan catch-up invoices		0.00	2,550.00	
00335186J	Invoice	03/03/2022	Willdan catch-up invoices		0.00	850.00	
00335308B	Invoice	03/03/2022	Willdan catch-up invoices		0.00	12,383.50	
00335308G	Invoice	03/03/2022	Willdan catch-up invoices		0.00	340.00	
00335308H	Invoice	03/03/2022	Willdan catch-up invoices		0.00	2,489.50	
00335308I	Invoice	03/03/2022	Willdan catch-up invoices		0.00	1,360.00	
00335308M	Invoice	03/03/2022	Willdan catch-up invoices		0.00	2,295.00	
00335308N	Invoice	03/03/2022	Willdan catch-up invoices		0.00	340.00	
00335436B	Invoice	03/03/2022	Willdan catch-up invoices		0.00	6,701.00	
00335436E	Invoice	03/03/2022	Willdan catch-up invoices		0.00	1,530.00	
00335436F	Invoice	03/03/2022	Willdan catch-up invoices		0.00	2,592.00	
00335436G	Invoice	03/03/2022	Willdan catch-up invoices		0.00	1,785.00	
00335436H	Invoice	03/03/2022	Willdan catch-up invoices		0.00	4,250.00	
00335436I	Invoice	03/03/2022	Willdan catch-up invoices		0.00	1,214.50	
00335436J	Invoice	03/03/2022	Willdan catch-up invoices		0.00	2,234.50	
00335436K	Invoice	03/03/2022	Willdan catch-up invoices		0.00	4,456.50	
00335436L	Invoice	03/03/2022	Willdan catch-up invoices		0.00	1,445.00	
00335542B	Invoice	03/03/2022	Willdan catch-up invoices		0.00	6,630.00	
00335542E	Invoice	03/03/2022	Willdan catch-up invoices		0.00	10,370.00	
00335542F	Invoice	03/03/2022	Willdan catch-up invoices		0.00	7,378.00	
00335542G	Invoice	03/03/2022	Willdan catch-up invoices		0.00	510.00	
00335542H	Invoice	03/03/2022	Willdan catch-up invoices		0.00	1,916.00	
00335542I	Invoice	03/03/2022	Willdan catch-up invoices		0.00	850.00	
00335673A	Invoice	03/03/2022	Willdan catch-up invoices		0.00	5,780.00	
00335673G	Invoice	03/03/2022	Willdan catch-up invoices		0.00	606.00	
00335673H	Invoice	03/03/2022	Willdan catch-up invoices		0.00	3,948.00	
00335673I	Invoice	03/03/2022	Willdan catch-up invoices		0.00	1,700.00	
00335673J	Invoice	03/03/2022	Willdan catch-up invoices		0.00	1,360.00	
00335673K	Invoice	03/03/2022	Willdan catch-up invoices		0.00	680.00	
00335673L	Invoice	03/03/2022	Willdan catch-up invoices		0.00	850.00	
00335815AR	Invoice	03/03/2022	Willdan catch-up invoices		0.00	3,354.00	
00335815D	Invoice	03/03/2022	Willdan catch-up invoices		0.00	1,063.00	
00335815ER	Invoice	03/03/2022	Willdan catch-up invoices		0.00	7,094.00	
00335815F	Invoice	03/03/2022	Willdan catch-up invoices		0.00	202.00	
00335815G	Invoice	03/03/2022	Willdan catch-up invoices		0.00	101.00	
00335815H	Invoice	03/03/2022	Willdan catch-up invoices		0.00	202.00	
00335815I	Invoice	03/03/2022	Willdan catch-up invoices		0.00	2,380.00	
00335815JR	Invoice	03/03/2022	Willdan catch-up invoices		0.00	28,438.50	
00416534WC	Invoice	03/03/2022	Willdan catch-up invoices		0.00	22,127.01	
00416581	Invoice	03/03/2022	Willdan catch-up invoices		0.00	26,205.33	
00416676	Invoice	03/03/2022	Willdan catch-up invoices		0.00	19,415.50	
00416732	Invoice	03/03/2022	Willdan catch-up invoices		0.00	26,523.50	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
00416830WC	Invoice	03/03/2022	Willdan catch-up invoices		0.00	33,078.25	
00416893	Invoice	03/03/2022	Willdan catch-up invoices		0.00	23,409.50	
00416958	Invoice	03/03/2022	Willdan catch-up invoices		0.00	18,790.75	
00417040	Invoice	03/03/2022	Willdan catch-up invoices		0.00	18,975.25	
	Void		03/04/2022	Regular	0.00	0.00	330296
010055	ACCUSOURCE INC		03/10/2022	Regular	0.00	915.19	330305
#101499	Invoice	03/10/2022	NOVEMBER 2021 SERVICES		0.00	915.19	
015931	ADAME, ALVARO		03/10/2022	Regular	0.00	47.50	330306
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	47.50	
015932	ADAME, IGNACIO		03/10/2022	Regular	0.00	47.50	330307
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	47.50	
010378	ALBERTSON'S/SAFEWAY		03/10/2022	Regular	0.00	977.92	330308
12/15/21 - 2/24/	Invoice	03/10/2022	VONS CHARGES		0.00	977.92	
015855	ALEXIS C. GRAHAM		03/10/2022	Regular	0.00	1,000.00	330309
00030	Invoice	03/10/2022	50% DEPOSIT FOR SUMMER 2022 REC GU		0.00	1,000.00	
015448	ALL CITY MANAGEMENT SERVICES, INC.		03/10/2022	Regular	0.00	4,093.60	330310
75229	Invoice	03/10/2022	19 SCHOOL CROSSING GUARD SERVICES		0.00	4,093.60	
015428	ALL STAR ELITE SPORTS		03/10/2022	Regular	0.00	329.55	330311
2747	Invoice	03/10/2022	STAFF T-SHIRTS		0.00	329.55	
015498	AMAZON CAPITAL SERVICES		03/10/2022	Regular	0.00	1,961.09	330312
17KF-4RWF-D4M	Invoice	03/10/2022	GILDAN MENS HEAVY COTTONT-SHIRT		0.00	50.42	
17YM-6LNG-TPF	Invoice	03/10/2022	UBIQUITI NETWORKS UNIFI FLEXHD		0.00	584.55	
1DCD-P1WQ-TC7	Invoice	03/10/2022	WIRELESS AIRLINK RAVEN RV50X		0.00	864.92	
1M4Y-D6TR-KXR	Invoice	03/10/2022	BLUE SEA SYSTEMS 187 SERIES, 285 SERIE		0.00	62.11	
1Q6G-L61F-1P74	Invoice	03/10/2022	BROTHER TN-315BK DCP-9050 9055 9270		0.00	332.79	
1V92-714C-RP7V	Invoice	03/10/2022	BASICS FAST CHARGING 60W USB-C2.0 T		0.00	66.30	
015434	AMERICAN HERITAGE LANDSCAPE LP		03/10/2022	Regular	0.00	3,200.00	330313
10021720	Invoice	03/10/2022	ENHANCEMENT		0.00	2,100.00	
10022328	Invoice	03/10/2022	IRRIGATION		0.00	1,100.00	
015793	ANTHEM SPORTS, LLC		03/10/2022	Regular	0.00	239.95	330314
315971	Invoice	03/10/2022	KWIK GOAL 0050AW SOCCER NETS		0.00	239.95	
011522	AQUA-TECH SERVICES		03/10/2022	Regular	0.00	160.00	330315
10678	Invoice	02/17/2022	BACKFLOW - TEST		0.00	40.00	
10680	Invoice	03/10/2022	BACKFLOW - TEST, BUILDING & GROUNDS		0.00	120.00	
015044	ARACO ENTERPRISES LLC DBA ATHENS ENVIRO		03/10/2022	Regular	0.00	314.20	330316
10595643	Invoice	03/10/2022	WORK ORDER 10565163 - 722 OJAI RD.		0.00	314.20	
011080	ARAMARK UNIFORM SERVICES INC		03/10/2022	Regular	0.00	659.91	330317
24245941	Invoice	03/10/2022	CUSTOM EMBROIDERY - 4 JACKETS		0.00	287.80	
502000262510	Invoice	03/10/2022	903 CORPORATION ST - MATS & RAGS		0.00	56.44	
502000329328	Invoice	03/10/2022	903 CORPORATION ST - MATS & RAGS		0.00	58.01	
502000390398	Invoice	03/10/2022	MATS - 970 VENTURA ST		0.00	56.63	
502000390455	Invoice	03/10/2022	903 CORPORATION ST. RAGS & MATS		0.00	58.01	
502000395401	Invoice	03/10/2022	182 S PALM AVE. - MATS		0.00	28.38	
502000395448	Invoice	03/10/2022	970 VENTURA ST - MATS		0.00	56.63	
502000395513	Invoice	03/10/2022	903 CORPORATION ST - MATS & RAGS		0.00	58.01	
011531	ARC DOCUMENT SOLUTIONS, LLC		03/10/2022	Regular	0.00	133.61	330318
11146990	Invoice	03/10/2022	SANTA MARIA ST INDUSTRIAL PARK		0.00	133.61	
014461	ASHMORE, LINDA		03/10/2022	Regular	0.00	533.82	330319
1/4/22 - 2/11/22	Invoice	03/08/2022	HDM DRIVER		0.00	53.82	
2/25,3/1,4/2022	Invoice	03/10/2022	HDM DRIVER AND COOK		0.00	176.00	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
2/8,9,11,18/2022	Invoice	03/10/2022	HDM COOK & DRIVER		0.00	304.00	
011738	AT&T CALNET 3		03/10/2022	Regular	0.00	504.43	330320
000017796682	Invoice	03/10/2022	1/20/22 - 2/19/22 SERVICE PERIOD		0.00	504.43	
012425	ATCO INTERNATIONAL		03/10/2022	Regular	0.00	138.04	330321
I0586663	Invoice	03/10/2022	ALUMA BRITE		0.00	138.04	
012677	AUTOZONE		03/10/2022	Regular	0.00	519.49	330322
5716000878	Invoice	03/10/2022	#452 - EXHAUST FLANGE		0.00	12.43	
5716081472	Invoice	03/10/2022	#296-VAL SYNPWR 75W90 VALVOLINE SY		0.00	59.36	
5716095134	Invoice	03/10/2022	FUEL PRESSURE TEST KIT OEM		0.00	153.70	
5716099511	Invoice	03/10/2022	#419 - CONT ARM FRT RH, LH DURALAST		0.00	278.48	
5716958860	Invoice	03/10/2022	#462 - BALL JOINT LWR		0.00	77.29	
5716958914	Credit Memo	03/10/2022	#462 - BALL JOINT LWR		0.00	-77.29	
5716969017	Invoice	03/10/2022	CLAMP 3/4" KOEHLER HOSE CLAMPS		0.00	6.08	
5716996249	Invoice	03/10/2022	CLAMP, EMERGENCY CLAMPS		0.00	9.44	
015933	BANUELOS, ANNAMARIA		03/10/2022	Regular	0.00	95.00	330323
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	95.00	
015869	BARBOZA & ASSOCIATES, A LAW CORPORATIOI		03/23/2022	Regular	0.00	-9,922.50	330324
015869	BARBOZA & ASSOCIATES, A LAW CORPORATIOI		03/10/2022	Regular	0.00	9,922.50	330324
606A-1002	Invoice	03/10/2022	SERVICES NOV.,DEC. 2021, JAN 2022		0.00	4,740.00	
641-020122	Invoice	03/10/2022	ATTORNEY CLIENT PRIVILEGED FACT - FILE		0.00	4,012.50	
641-2-020122	Invoice	03/10/2022	ATTY CLIENT PRIVILEGED FACT 1/18,21,31		0.00	1,170.00	
014452	BARTEL ASSOCIATES, LLC		03/10/2022	Regular	0.00	4,451.00	330325
22-151	Invoice	03/10/2022	COMPLETION OF THE 6/30/20 OPEB GAS		0.00	4,451.00	
011253	BAY ALARM COMPANY		03/10/2022	Regular	0.00	207.93	330326
19392636	Invoice	03/10/2022	532 W MAIN ST. ALARM MONITORING		0.00	207.93	
014680	BEST BEST & KRIEGER LLP		03/10/2022	Regular	0.00	18,749.00	330327
FEB 2022	Invoice	03/10/2022	MONTHLY CHARGES		0.00	18,749.00	
011211	BNY MELLON		03/10/2022	Regular	0.00	1,750.00	330328
252-2437582	Invoice	03/10/2022	DISSEMINATION AGENT FEE, TRUSTEE FEE		0.00	1,750.00	
015680	BRAY SALES, INC.		03/10/2022	Regular	0.00	279.25	330329
220/90014946	Invoice	03/10/2022	NITZ CS BRACKET, CS MTG BRACKET		0.00	279.25	
011464	BUSINESS CARD		03/10/2022	Regular	0.00	11,737.81	330330
FEB 2022	Invoice	03/10/2022	CREDIT CARD CHARGES		0.00	11,737.81	
011464	BUSINESS CARD		03/10/2022	Regular	0.00	5,890.63	330331
CC#5 2/24/22 - 3	Invoice	03/10/2022	CREDIT CARD CHARGES CC#5 ONLY		0.00	5,890.63	
012679	CAL-STATE AUTO PARTS		03/10/2022	Regular	0.00	1,208.02	330332
668710	Invoice	03/10/2022	#286-BATTERY ASM		0.00	228.18	
668711	Invoice	03/10/2022	#120-BATTERY ASM		0.00	117.83	
674288	Invoice	03/10/2022	#240-BOOSTER ASY - BRAKE		0.00	368.05	
675039	Invoice	03/10/2022	#210 -BATTERY		0.00	394.84	
675473	Invoice	03/10/2022	#285-BATTERY ASM		0.00	99.12	
015593	CANNON CORPORATION		03/10/2022	Regular	0.00	14,616.50	330333
78392	Invoice	03/10/2022	PSA FOR SCADA PROGRAMMING & MAIN		0.00	1,855.00	
79303	Invoice	03/10/2022	PSA FOR SCADA PROGRAMMING & MAIN		0.00	11,543.50	
79304	Invoice	03/10/2022	PSA FOR SCADA PROGRAMMING & MAIN		0.00	1,218.00	
011290	CARQUEST AUTO PARTS		03/10/2022	Regular	0.00	16.83	330334
7294-703787	Invoice	03/10/2022	THREAD SEALANT		0.00	16.83	
015934	CARRILLO, MARIA		03/10/2022	Regular	0.00	47.50	330335

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2022 BBAL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	47.50	
015935	CASTRO, PATRICIA		03/10/2022	Regular	0.00	47.50	330336
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	47.50	
011073	CLARK II CORPORATION, J. E.		03/10/2022	Regular	0.00	6,696.02	330337
CFSI-27160	Invoice	03/10/2022	MONTHLY FUEL CHARGES		0.00	6,696.02	
012802	CLASSIC AUTO GLASS		03/10/2022	Regular	0.00	506.24	330338
3382	Invoice	03/10/2022	QUARTER GRAY TINT PRIVACY		0.00	281.24	
3383	Invoice	03/10/2022	#201 RESEAL & RESET FRONT WHINDSHIE		0.00	225.00	
011133	CONSTRUCTION & RIGGING SUPPLY		03/10/2022	Regular	0.00	55.64	330339
109770	Invoice	03/10/2022	3/4" PARKER MAILE PIPE RIGID, BODY SIZ		0.00	55.64	
010418	CORELOGIC SOLUTIONS, LLC		03/10/2022	Regular	0.00	140.00	330340
82116881	Invoice	03/10/2022	JANUARY 2022		0.00	140.00	
011149	COSTCO WHOLESALE		03/10/2022	Regular	0.00	1,091.07	330341
07030	Invoice	02/04/2022	MISC FOOD FOR VALENTINE LUNCH 2/9/		0.00	267.36	
07031	Invoice	03/10/2022	SUPPLIES FOR YOUTH BASKETBALL BBQ		0.00	609.81	
07032	Invoice	03/10/2022	SUPPLIES FOR ARBOR DAY		0.00	213.90	
010932	COUNTY OF VENTURA IT SERVICES		03/10/2022	Regular	0.00	1,660.80	330342
INV0230964	Invoice	03/10/2022	RADIO COMMUNICATIONS ISF ACCT 2033		0.00	821.34	
INV0230970	Invoice	03/10/2022	GIS ACCOUNT 2203		0.00	839.46	
011164	CRANE PRINTING		03/10/2022	Regular	0.00	575.89	330343
23257	Invoice	03/10/2022	BUSINESS CARDS:PONCE,HEMERT,VIRANI,		0.00	575.89	
012191	DATAPROSE, LLC		03/10/2022	Regular	0.00	14.23	330344
DP2200223	Invoice	03/10/2022	BILLING PERIOD 1/1/22 - 1/31/22		0.00	14.23	
010104	DUGAS, JOE		03/10/2022	Regular	0.00	120.00	330345
2022 DMV RENE	Invoice	03/10/2022	DMV MEDICAL RENEWAL REIMBURSEME		0.00	120.00	
013360	ENGEO INCORPORATED		03/10/2022	Regular	0.00	3,384.25	330346
270098	Invoice	03/10/2022	GHAD MANAGEMENT FY 21/22		0.00	3,384.25	
010385	ENVIRONMENTAL HEALTH DIVISION		03/10/2022	Regular	0.00	3,333.31	330347
IN0222499	Invoice	03/10/2022	CROSS CONNECTION CONTROL PROGRA		0.00	3,333.31	
015854	E-VISION SYSTEMS, INC.		03/10/2022	Regular	0.00	318.47	330348
113400	Invoice	03/10/2022	SERVICED ICE MACHINE		0.00	318.47	
015739	EWING IRRIGATION PRODUCTS INC.		03/10/2022	Regular	0.00	561.42	330349
16105135	Invoice	03/10/2022	PR 50LB TURFACE MVP		0.00	561.42	
010395	FAMCON PIPE & SUPPLY, INC.		03/10/2022	Regular	0.00	1,952.50	330350
S100071047.001	Invoice	03/10/2022	CLA VAL, REPAIR KIT FOR CDS6A ALTITUDE		0.00	332.48	
S100071235.002	Invoice	03/10/2022	1" STD BRASS LF 45 ELBOW DOMESTIC		0.00	426.86	
S100071248.002	Invoice	03/10/2022	BRASS NIPPLE, NIPPLE BRASS		0.00	88.48	
S100071248.003	Invoice	03/10/2022	BRASS NIPPLES		0.00	32.18	
S100072722.002	Invoice	03/10/2022	PCTSP100 1"X100' CTS POLY ETH. BLACK		0.00	1,072.50	
010404	FENCE FACTORY SATICOY		03/10/2022	Regular	0.00	3,716.25	330351
437403	Invoice	03/10/2022	Invoice#437403		0.00	3,716.25	
010440	FGL ENVIRONMENTAL, INC		03/10/2022	Regular	0.00	2,383.00	330352
117901A	Invoice	03/10/2022	COLIFORM COLILERT P/A		0.00	396.00	
200570A	Invoice	03/10/2022	COLIFORM COLILERT P/A		0.00	396.00	
201087A	Invoice	03/10/2022	LTB SERIES 15 TUBE, ENTEROLERT, WET C		0.00	184.00	
201323A	Invoice	03/10/2022	COLIFORM - COLILERT P/A		0.00	240.00	
201375A	Invoice	03/10/2022	LTB SERIES 15 TUBE, ENTEROLERT, WET C		0.00	184.00	
201597A	Invoice	03/10/2022	LTB SERIES 15 TUBE, ENTEROLERT		0.00	29.00	

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201610A	Invoice	03/10/2022	LTB SERIES 15 TUBE		0.00	29.00	
201613A	Invoice	03/10/2022	LTB SERIES 15 TUBE		0.00	29.00	
201614A	Invoice	03/10/2022	LTB SERIES 15 TUBE		0.00	29.00	
201697A	Invoice	03/10/2022	;TB SEROES 15 TUBE, ENTEROLERT, WET C		0.00	184.00	
201705A	Invoice	03/10/2022	COLIFORM - COLILERT P/A		0.00	240.00	
201778A	Invoice	03/10/2022	LTB SERIES 15 TUBE		0.00	29.00	
201862A	Invoice	03/10/2022	LTB SERIES 15 TUBE		0.00	29.00	
201956A	Invoice	03/10/2022	LTB SERIES 15 TUBE		0.00	29.00	
202004A	Invoice	03/10/2022	LTB SERIES 15 TUBE		0.00	29.00	
202034A	Invoice	03/10/2022	LTB SERIES 15 TUBE		0.00	29.00	
202036A	Invoice	03/10/2022	LTB SERIES 15 TUBE		0.00	29.00	
202119A	Invoice	03/10/2022	COLIFORM - COLILERT P/A		0.00	240.00	
202215A	Invoice	03/10/2022	LTB SERIES 15 TUBE		0.00	29.00	
012437	FMP UNIFORM CO.		03/10/2022	Regular	0.00	734.84	330353
15321	Invoice	03/10/2022	J.MARTINEZSPPD EXPLORER TACT SQUAD,		0.00	183.71	
15322	Invoice	03/10/2022	Y.MONREAL-SPPD EXPLORER TACT SQUAD		0.00	183.71	
15323	Invoice	03/10/2022	J.NAVARRETE-EPPD EXPLORER TACT SQUA		0.00	183.71	
15324	Invoice	03/10/2022	S LOPEZ-EXPLORER TACT SQUAD SHIRT,BE		0.00	183.71	
010425	FOOTHILL ELECTRIC COMPANY		03/10/2022	Regular	0.00	361.73	330354
17111	Invoice	03/10/2022	RELAY SOCKETS		0.00	361.73	
010432	FRANK'S PAINT & HARDWARE		03/10/2022	Regular	0.00	1,003.63	330355
361630	Invoice	03/10/2022	MUD MIXER, CRAYON YELLOW, GROUT BA		0.00	171.24	
361859	Invoice	03/10/2022	STRAW HAT		0.00	14.06	
361864	Invoice	03/10/2022	ASM UNI TIP .015" DIA 6" FAN 69		0.00	28.13	
361871	Invoice	03/10/2022	2-1/2" ALLWAY SOFT GRIP SCRAPER, BLEA		0.00	18.27	
361874	Invoice	03/10/2022	KNIT COTTON SPRAY SOCK 9, COVERALL		0.00	65.34	
361881	Invoice	03/10/2022	5 GAL WATER CONTAINR BLUE		0.00	36.78	
361888	Invoice	03/10/2022	TRIMACO KNIT COTTON SPRAY SOCK 9, W		0.00	50.70	
361904	Invoice	03/10/2022	DRL BIT SDS, STRAW HAT		0.00	70.33	
361905	Invoice	03/10/2022	JACK CHAIN, LG OPEN S-HOOK ZINC		0.00	12.84	
361908	Invoice	03/10/2022	NUTS & BOLTS		0.00	21.82	
361910	Invoice	03/10/2022	MASTER PADLOCK COMB		0.00	63.07	
361950	Invoice	03/10/2022	#64 STANDARD SS CLAMP		0.00	12.83	
361960	Invoice	03/10/2022	WOOD 1X4X8		0.00	17.30	
362029	Invoice	03/10/2022	FLEXIBLE 3" PLST/CICONN,BLADE 8" 10TPI		0.00	71.11	
362034	Invoice	03/10/2022	5206X GLOVE MECHANIC XL		0.00	28.13	
362066	Invoice	03/10/2022	OXYGEN R, ACETYLENE, CYLINDER MAINT		0.00	101.25	
362088	Invoice	03/10/2022	NUTS & BOLTS		0.00	36.55	
362096	Invoice	03/10/2022	OPEN S HOOK 1IN ZN PLT		0.00	4.31	
362103	Invoice	03/10/2022	11494 18 4OZ GOLD NYLON TWINE		0.00	6.16	
362108	Invoice	03/10/2022	PAIL FOAM GRIP 5 GAL, GOOF OFF CLEAN		0.00	22.95	
362118	Invoice	03/10/2022	NUTS & BOLTS		0.00	9.22	
362131	Invoice	03/10/2022	KEYS		0.00	10.80	
362145	Invoice	03/10/2022	SAND PAPER AND ABRASIVES, CANVAS RU		0.00	24.66	
362146	Invoice	03/10/2022	ELLIS 31844W WHITE BASE GAL BLK19 YO		0.00	97.34	
362166	Invoice	03/10/2022	1" GAL PLUG #2 RETURN, 1" #2 BRASS PL		0.00	8.44	
010441	FRUIT GROWERS SUPPLY CO		03/10/2022	Regular	0.00	764.94	330356
92271466	Invoice	03/10/2022	GLOVE CTD LATEX, COUPLER PVC SLIP, DR		0.00	216.18	
92283301	Invoice	03/10/2022	FLAG STAKE 4" X 5" WHITE		0.00	23.82	
92284947	Invoice	03/10/2022	ELBOW 90D SWIV QUICK COUP 1.00", KEY		0.00	87.74	
92285249	Invoice	03/10/2022	SHOVEL SQ PT CORONA SS 66000, SPRAYE		0.00	73.90	
92285878	Invoice	03/10/2022	PEST ROUNDUP POWERMAX		0.00	333.82	
92286163	Invoice	03/10/2022	BOOT STEEL TOE PULSAR SIZE 11.0		0.00	29.48	
013975	GARCIA, DAVID		03/10/2022	Regular	0.00	346.40	330357
5941	Invoice	03/10/2022	4X4 DR NOTICE SIGN		0.00	69.28	
6156	Invoice	03/10/2022	4X8 NOTICE OF DEVELOPMENT PROPOSA		0.00	277.12	

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015936	GARCIA, EDUARDO		03/10/2022	Regular	0.00	47.50	330358
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	47.50	
015937	GARCIA, RONALD		03/10/2022	Regular	0.00	47.50	330359
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	47.50	
015958	GONZALEZ, NANCY		03/10/2022	Regular	0.00	95.00	330360
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	95.00	
015222	GOODSUITE		03/10/2022	Regular	0.00	1,655.09	330361
INV145732	Invoice	03/10/2022	BILLING PERIOD 1/18/22 - 2/17/22		0.00	1,655.09	
010481	GRAINGER		03/10/2022	Regular	0.00	2,214.36	330362
9089699988	Invoice	03/10/2022	#230 - CONSPICUITY REGLECTIVE TAPE, R		0.00	71.30	
9091029091	Invoice	03/10/2022	#230-ANTISLIP TAPE 46 GRIT		0.00	47.13	
9126691410	Invoice	03/10/2022	BATTERY PACK, NIMH STREAMLIGHT		0.00	69.59	
9132027096	Invoice	03/10/2022	BATTERY PACK		0.00	150.47	
9132577587	Invoice	03/10/2022	BATTERY ADAPTER		0.00	85.99	
9198319353	Invoice	03/10/2022	LASER INKJET LABEL		0.00	34.11	
9198627870	Invoice	03/10/2022	FILE FOLDER, 1/3 ASSORTED		0.00	28.36	
9201368793	Invoice	03/10/2022	FILE FOLDERS, LETTER MANILA, PK 100		0.00	10.07	
9203842761	Invoice	03/10/2022	FLAT FREE WHEEL 4", 225 LB		0.00	98.38	
9204274667	Invoice	03/10/2022	FLOODLIGHT		0.00	723.07	
9207438459	Invoice	03/10/2022	MID TORQUE IMPACT WRENCH KIT		0.00	560.56	
9207438467	Invoice	03/10/2022	FLAT FREE WHEEL 4" 225 LB		0.00	59.03	
9211414363	Invoice	03/10/2022	TWIN LINE WELDING HOSE 1/4" ID X 50 F		0.00	203.40	
9213381057	Invoice	03/10/2022	TUBING, 5 IDX8MM BLACK		0.00	72.90	
012800	GRANITE CONSTRUCTION COMPANY		03/10/2022	Regular	0.00	209.38	330363
2177302	Invoice	03/10/2022	3584 - 1/2" FINEPG64-10		0.00	93.01	
2180398	Invoice	03/10/2022	1/2"FINEPG64-10		0.00	116.37	
010484	GREEN THUMB OF VENTURA		03/10/2022	Regular	0.00	110.55	330364
525773	Invoice	03/10/2022	ORGANIC COMP, TOP SOIL		0.00	110.55	
014369	GSI WATER SOLUTIONS, INC.		03/10/2022	Regular	0.00	16,826.83	330365
00694.003 - 29	Invoice	03/10/2022	FY 21-22 GROUND WATER MONITORING		0.00	15,121.83	
00694.008 - 2	Invoice	03/10/2022	PSA- LIMONEIRA WELL #6		0.00	1,705.00	
015865	HARRIS, MISTY		03/10/2022	Regular	0.00	95.00	330366
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	95.00	
015939	HENDREN, ELENA		03/10/2022	Regular	0.00	95.00	330367
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	95.00	
015940	HERNANDEZ, CITALLI		03/10/2022	Regular	0.00	95.00	330368
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	95.00	
015153	HINDERLITER DE LLAMAS & ASSOCIATES		03/10/2022	Regular	0.00	300.00	330369
SIN007438	Invoice	03/10/2022	CONTRACT SERVICES - TRANSACTION TAX		0.00	300.00	
015040	HONOR STORAGE		03/10/2022	Regular	0.00	65.00	330370
#26166	Invoice	03/10/2022	FY 21/22 STORAGE-ADMIN/CITY CLERK		0.00	65.00	
015941	HORNER, JANE		03/10/2022	Regular	0.00	47.50	330371
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	47.50	
015919	HUDAK, TRACY		03/10/2022	Regular	0.00	2,334.00	330372
2810	Invoice	03/10/2022	PSA- SANTA PAULA ARTS COUNCIL		0.00	2,334.00	
014988	INFRASCALE INC.		03/10/2022	Regular	0.00	1,506.40	330373
INV00714405	Invoice	03/10/2022	MONTHLY SERVICE 2/28/22-3/30/22		0.00	1,506.40	
010574	INGLIS IMPORTS		03/10/2022	Regular	0.00	2,500.00	330374

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
IPHS000714	Invoice	03/10/2022	JAN - JUNE 2022 MAINTENANCE TRAININ		0.00	2,500.00	
015942	JAUREGUI, JANNETTE		03/10/2022	Regular	0.00	95.00	330375
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	95.00	
014735	JOHNSON CONTROLS SECURITY SOLUTIONS		03/10/2022	Regular	0.00	653.39	330376
36764180	Invoice	03/10/2022	530 W MAIN ST - 1/1/22 - 3/31/22		0.00	653.39	
015879	JUARIQUE JR., RAYMOND MARK		03/10/2022	Regular	0.00	300.00	330377
FEB 9 2022 VALE	Invoice	03/10/2022	ENTERTAINMENT FOR VALENTINES DAY		0.00	300.00	
010629	KIMBALL MIDWEST		03/10/2022	Regular	0.00	280.24	330378
9393895	Invoice	03/10/2022	JACK CHAIN, PTO LOCK, BENT PIN, OXIDE		0.00	280.24	
015943	LAINEZ, KEILA		03/10/2022	Regular	0.00	47.50	330379
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	47.50	
011796	LANDS' END BUSINESS OUTFITTERS		03/10/2022	Regular	0.00	1,564.79	330380
#SIN9868693	Invoice	03/10/2022	EMPLOYEE SHIRTS		0.00	1,564.79	
015923	LATSHAW, JULIE		03/10/2022	Regular	0.00	207.20	330381
PERDIEM 3/14-18	Invoice	03/10/2022	TECHNICAL TRAING FOR CLERKS, RIVERSI		0.00	207.20	
010017	LIEBERT CASSIDY WHITMORE		03/10/2022	Regular	0.00	2,110.50	330382
212104	Invoice	03/10/2022	SA560-0001		0.00	189.00	
212774	Invoice	03/10/2022	SA560-00040		0.00	31.50	
212784	Invoice	03/10/2022	SA560-00041		0.00	94.50	
212809	Invoice	03/10/2022	SA560-00045		0.00	189.00	
212815	Invoice	03/10/2022	SA560-00046		0.00	126.00	
212824	Invoice	03/10/2022	SA560-00048 -		0.00	31.50	
212828	Invoice	03/10/2022	SA560-00049		0.00	1,449.00	
015944	LOPEZ, JOSE		03/10/2022	Regular	0.00	95.00	330383
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	95.00	
010061	LOWE'S		03/10/2022	Regular	0.00	205.56	330384
979098	Invoice	03/10/2022	DUNE 24X24X5 8 TEGULAR		0.00	205.56	
015945	LUNA, LORENZO		03/10/2022	Regular	0.00	47.50	330385
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	47.50	
015386	M & B SERVICES, INC.		03/10/2022	Regular	0.00	1,971.28	330386
17914	Invoice	03/10/2022	907 VENTURA ST SP KITCHEN SINK PLUG		0.00	180.00	
18192	Invoice	03/10/2022	SERVICE SEWER LINE AT CARE TAKER HOU		0.00	455.00	
18208	Invoice	03/10/2022	530 W MAIN ST INSTALL NEW SPUD TOP T		0.00	1,336.28	
015633	M6 CONSULTING, INC.		03/10/2022	Regular	0.00	53,410.79	330387
1920	Invoice	03/10/2022	TASK ORDER#8		0.00	15,522.34	
2001	Invoice	03/10/2022	TASK ORDER#7		0.00	3,014.15	
2007	Invoice	03/10/2022	TASK ORDER#8		0.00	17,686.96	
2008	Invoice	03/10/2022	TASK ORDER#8		0.00	17,187.34	
013438	MAGANA, FELICIA		03/10/2022	Regular	0.00	252.00	330388
2/12,19,26/2022	Invoice	03/10/2022	YOUTH BASKETBALL REFEREE PYMNT		0.00	252.00	
015946	MAGDALENO, SANDRA		03/10/2022	Regular	0.00	47.50	330389
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	47.50	
012109	MANAGED HEALTH NETWORK		03/10/2022	Regular	0.00	125.28	330390
PRM-069810	Invoice	03/10/2022	FY 21/22 FEES		0.00	125.28	
015928	MARTINEZ, IRENE VALDEZ		03/10/2022	Regular	0.00	95.00	330391
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	95.00	
010129	MASAHISA, OTAGIRI		03/10/2022	Regular	0.00	114.70	330392
51458	Invoice	03/10/2022	NEW HEAD		0.00	34.59	

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51462	Invoice	03/10/2022	OIL, LINE		0.00	80.11	
015602	MATA, IVAN		03/10/2022	Regular	0.00	6,920.00	330393
1229	Invoice	03/10/2022	FY 21/22 JANITORIAL SVCS		0.00	6,920.00	
015947	MEDRANO, MARK		03/10/2022	Regular	0.00	47.50	330394
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	47.50	
015927	MEJIA, ALEXANDRA		03/10/2022	Regular	0.00	95.00	330395
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	95.00	
015930	MENDEZ, CARLOS		03/10/2022	Regular	0.00	190.00	330396
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	190.00	
013997	MICHAEL BAKER INTERNATIONAL		03/10/2022	Regular	0.00	48,590.50	330397
1125605	Invoice	03/10/2022	SERVICES THROUGH 8/1/21		0.00	8,770.50	
1127655	Invoice	03/10/2022	SERVICES THROUGH 8/29/21		0.00	9,877.50	
1130581	Invoice	03/10/2022	SERVICES THROUGH 10/3/21		0.00	8,517.50	
1135838	Invoice	03/10/2022	SERVICES THROUGH 11/28/21		0.00	11,499.00	
1137902	Invoice	03/10/2022	SERVICES THROUGH 12/31/21		0.00	9,926.00	
014436	MINER'S ACE HARDWARE		03/10/2022	Regular	0.00	914.00	330398
23280	Invoice	03/10/2022	RAKE FLEX TINE, FULL FLW MANFOLD, PL		0.00	24.87	
23288	Invoice	03/10/2022	ROPE BRAD POLY 1/4 X 100		0.00	17.31	
23916	Invoice	03/10/2022	BATTRY ALKLN AAA CD8 ACE		0.00	7.57	
23951	Invoice	03/10/2022	DUAL USB DC ADAPTOR		0.00	10.81	
23955	Invoice	03/10/2022	BATTERY ALKALINE AAA 8PK, GREASE FAU		0.00	14.05	
23959	Invoice	03/10/2022	LINZER CHIP BRUSH 4", STRIP FAST, SCRAP		0.00	69.25	
23968	Invoice	03/10/2022	COTTER PIN		0.00	5.99	
23973	Invoice	03/10/2022	PLSTC BUCKET 5G WHT ACE		0.00	7.57	
23976	Invoice	03/10/2022	SOCKET ADAPTER, BIT DRILL, FASTENERS		0.00	66.27	
23996	Invoice	03/10/2022	STIHL MOTOMIX 1/2 GAL, EGO STRG TRM		0.00	43.28	
23998	Invoice	03/10/2022	ELEC TAPE RED, CABLE TIE 100PK, METAL		0.00	31.35	
24004	Invoice	03/10/2022	WOOD SHIMS PK9, ENTRY KNOB DBLT TYL		0.00	58.95	
24005	Invoice	03/10/2022	LINZER CHIP BRUSH 2.5		0.00	2.15	
24039	Invoice	03/10/2022	KEYS, LADDR6' STEP ALUM 225# WRNR		0.00	98.45	
24051	Invoice	03/10/2022	CUT OFF WHEEL, CHAIN MACHN STRT		0.00	76.67	
24054	Invoice	03/10/2022	COTTER PIN ALUM 3/32X1		0.00	6.45	
24055	Invoice	03/10/2022	FASTENERS		0.00	43.99	
24080	Invoice	03/10/2022	PAINTER TAPE, SAW WALBRD DBLEDGD A		0.00	43.26	
24081	Invoice	03/10/2022	TREX DUCT TAPE, GLOVE NIT XL, NITRILE L		0.00	77.91	
24089	Invoice	03/10/2022	TEXTURE SPRAY 20 OZ CNTRC, EASY PATC		0.00	129.82	
24097	Invoice	03/10/2022	PAINTER'S TAPE YLW 45YD, PRE TAPED M		0.00	38.94	
24108	Invoice	03/10/2022	BATTERY ALKALINE D8PK		0.00	16.39	
24118	Invoice	03/10/2022	MARKING PAINT PL WB WHT		0.00	22.70	
015907	MISSION SQUARE RETIREMENT		03/10/2022	Regular	0.00	375.00	330399
20211231-109-32	Invoice	03/10/2022	ANNUAL PLAN FEE 1/1/22 - 3/31/22		0.00	375.00	
012895	MNS ENGINEERS, INC.		03/10/2022	Regular	0.00	3,290.63	330400
79809	Invoice	03/10/2022	MESA TANK STUDY & REPLACEMENT		0.00	3,290.63	
015948	MOJICA, MIGUEL		03/10/2022	Regular	0.00	95.00	330401
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	95.00	
015949	MORALES, DORA		03/10/2022	Regular	0.00	47.50	330402
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	47.50	
010237	OFFICE DEPOT		03/10/2022	Regular	0.00	42.85	330403
218962448001	Invoice	03/10/2022	CALENDAR, DESKPAD, PRINT RIBBON, PAD		0.00	27.70	
219372751001	Invoice	03/10/2022	CALENDAR		0.00	6.99	
219372761001	Invoice	03/10/2022	HOOKS,STRPS & #750375		0.00	3.04	
219372762001	Invoice	03/10/2022	PEN,NEO-GEL ROLLER FINE		0.00	5.12	

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012691	O'REILLY AUTOMOTIVE STORES, INC.		03/10/2022	Regular	0.00	749.10	330404
3129-321298	Invoice	03/10/2022	#290-BATTERY, FEE, CORE CHARGE, EXCH		0.00	133.00	
3129-321317	Invoice	03/10/2022	#274-FLOOR DRY		0.00	30.29	
3129-321995	Invoice	03/10/2022	#289 - REFLECTOR		0.00	11.90	
3129-341195	Invoice	03/10/2022	#217-DIESEL EMISSIONS FLU, STD EFH201		0.00	307.29	
3129-344067	Invoice	03/10/2022	#296-WHL SEAL		0.00	21.76	
3129-344109	Invoice	03/10/2022	#299-BATTERY, CORE CHARGE, BATTERY F		0.00	144.31	
3129-344119	Credit Memo	03/10/2022	#221-CORE RETURN		0.00	-22.00	
3129-344205	Invoice	03/10/2022	#277-7.5 OZ GSKTMKR		0.00	31.38	
3129-344377	Invoice	03/10/2022	#464-KEY BATTERY		0.00	7.03	
3129-346027	Invoice	03/10/2022	#468-SUPER GLUE, 2PK PAPER, VENTCLIP		0.00	16.75	
3129-346028	Invoice	03/10/2022	#468-CLEANER		0.00	12.98	
3129-347586	Invoice	03/10/2022	OIL PRES, MANIFOLD SET		0.00	112.26	
3129-347798	Invoice	03/10/2022	#132-IRIDIUM PLUG		0.00	86.51	
3129-347905	Invoice	03/10/2022	#132-OIL CLR GSK		0.00	4.15	
3129-349644	Credit Memo	03/10/2022	#290-BATTERY, CORE RETURN, BATTERY F		0.00	-148.51	
3129-352987	Invoice	03/10/2022	#223-BATTERY		0.00	449.28	
3129-353043	Credit Memo	03/10/2022	#223-PRORATED BAT,CORE RETURN #312		0.00	-449.28	
015515	OVIVO USA, LLC		03/10/2022	Regular	0.00	73,078.49	330405
8482321	Invoice	03/10/2022	PROPOSAL#Q1337-KB		0.00	73,078.49	
012844	PARKHOUSE TIRE, INC.		03/10/2022	Regular	0.00	2,488.30	330406
4020160561	Invoice	03/10/2022	#283-265/70R16 112T MIC DEFENDER LTX		0.00	340.27	
4020160562	Invoice	03/10/2022	STOCK-225/70R19.5 G BST M729F		0.00	642.54	
4020160742	Invoice	03/10/2022	#430-LT245/75R16 E FST T/F HT2 BLK		0.00	245.41	
4020160821	Invoice	03/10/2022	#296-LT265/R16 E FST T/F AT2 BLK		0.00	594.56	
4020161013	Invoice	03/10/2022	#120-P245/70R16 107T MIC DEFENDER LT		0.00	665.52	
015335	PAVEMENT COATING CO.		03/10/2022	Regular	0.00	101.67	330407
CCusI001048	Invoice	03/10/2022	SS-1H, 18.96 GL		0.00	101.67	
015929	PEINADO, ALINA		03/10/2022	Regular	0.00	47.50	330408
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	47.50	
015950	PEREZ, JANNETTE		03/10/2022	Regular	0.00	47.50	330409
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	47.50	
014320	POLYDYNE, INC.		03/10/2022	Regular	0.00	10,822.94	330410
1614378	Invoice	03/10/2022	CLARIFLOC WE-1742 POLYMER IN 2300 LB		0.00	10,822.94	
015926	RAMIREZ, ALEJANDRO		03/10/2022	Regular	0.00	196.00	330411
PERMIT #34557	Invoice	03/10/2022	1004 LAUREL DR. REFUND		0.00	196.00	
015951	RAMIREZ, CHUY		03/10/2022	Regular	0.00	47.50	330412
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	47.50	
015913	RAPID DUCT TESTING & AIR BALANCING, INC.		03/10/2022	Regular	0.00	1,400.00	330413
44830	Invoice	03/10/2022	AIR BALANCE SERVICES		0.00	1,400.00	
014869	READYREFRESH BY NESTLE		03/10/2022	Regular	0.00	100.79	330414
02B0036339190	Invoice	03/10/2022	WATER DELIVERY TO PW OFFICE		0.00	100.79	
015828	RIVERA, DOMINIC		03/10/2022	Regular	0.00	250.00	330415
9/24/22 DEPOSIT	Invoice	03/10/2022	MARIACHI - DEPOSIT FOR 9/24/22		0.00	250.00	
010520	RP RENTALS		03/10/2022	Regular	0.00	228.23	330416
5627	Invoice	03/10/2022	PSOT DRIVER, GAS, TURF SEEDER		0.00	139.54	
5770	Invoice	03/10/2022	TILLER, MID-TINE #1		0.00	88.69	
014661	RUBBER NECK SIGNS		03/10/2022	Regular	0.00	246.66	330417
7705	Invoice	03/10/2022	12" x 18" full color vinyl print w/protectiv		0.00	32.78	
7729	Invoice	03/10/2022	VINYL MOUNTED ON MAX METAL		0.00	213.88	

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015952	SANCHEZ, JUANITA		03/10/2022	Regular	0.00	47.50	330418
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	47.50	
015271	SANCHEZ, MIRIAM		03/10/2022	Regular	0.00	95.00	330419
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	95.00	
010711	SANTA PAULA TIMES		03/10/2022	Regular	0.00	866.00	330420
CMADRIGAL 202	Invoice	03/10/2022	ONE YEAR EMAIL SUBSCRIPTION		0.00	50.00	
NOV 2022 ADS 2	Invoice	03/10/2022	622943,623481+996,624536,625093+637		0.00	816.00	
011640	SATCOM GLOBAL, INC.		03/10/2022	Regular	0.00	56.70	330421
AS03220055	Invoice	03/10/2022	ISATPHONE PRO 898709920416827485		0.00	56.70	
014650	SAUNIER, CLETE J.		03/10/2022	Regular	0.00	133.00	330422
PERDIEM3/23-25	Invoice	03/10/2022	LEAGUE OF CITIES PW EXPO		0.00	133.00	
015360	SCHAEFFER'S MFG. CO.		03/10/2022	Regular	0.00	506.92	330423
PXT1324-INV1	Invoice	03/10/2022	5 GALLON PAIL, SUPREME 9000, FULL SYN		0.00	506.92	
014804	SERVICE TECH		03/10/2022	Regular	0.00	602.00	330424
16819-INV	Invoice	03/10/2022	ANNUAL LIFT INSPECTION, TRAVEL, LABO		0.00	602.00	
014449	SHWAM, JASON		03/10/2022	Regular	0.00	149.52	330425
8/17/21-12/24/2	Invoice	03/10/2022	MILEAGE - DRIVER FOR HDM		0.00	149.52	
010333	SIEMENS MOBILITY		03/10/2022	Regular	0.00	3,286.65	330426
5610279684	Invoice	03/10/2022	MWO#42		0.00	1,368.60	
5620039117	Invoice	03/10/2022	MWO#42		0.00	1,918.05	
013909	SITEONE LANDSCAPE SUPPLY, LLC		03/10/2022	Regular	0.00	494.92	330427
114163367-001	Invoice	03/10/2022	NUTRIROOT 2-2-3 + MICROS/KELP		0.00	494.92	
015896	SNAP-ON		03/10/2022	Regular	0.00	134.92	330428
0112223451	Invoice	03/10/2022	RIGID BACK PROBE SET		0.00	26.68	
0126223922	Invoice	03/10/2022	LUMEN RECHARGEABLE LT		0.00	108.24	
015819	SOLIS, YVETTE		03/10/2022	Regular	0.00	250.80	330429
PERDIEM 1/30-2/	Invoice	03/10/2022	CAMP SAN LUIS OBISPO, CAL OES/CSTI 10		0.00	250.80	
010795	SOUTHERN CALIFORNIA EDISON		03/10/2022	Regular	0.00	87,267.52	330430
1/22/22 - 2/27/2	Invoice	03/10/2022	MONTHLY UTILITY CHARGES		0.00	69,556.63	
1/26/22 - 2/28/2	Invoice	03/10/2022	MONTHLY UTILITY CHARGES		0.00	17,710.89	
011144	STAPLES ADVANTAGE		03/10/2022	Regular	0.00	671.25	330431
3496864816	Invoice	03/10/2022	BINDER 17028		0.00	45.40	
3496929229	Invoice	03/10/2022	1099 NEC EFILE TAX KIT 50PK, KIT 6PT W-		0.00	425.66	
3496929230	Invoice	03/10/2022	AVY LSR LBL 30UP 25-1X2 5/8		0.00	15.14	
3497403241	Invoice	03/10/2022	FORM 1098 3PT 10PK		0.00	21.63	
3497403242	Invoice	03/10/2022	FORM 1095C 50PK		0.00	73.01	
3499636911	Invoice	03/10/2022	STAMP, COPY RD. ORIGINAL, WHITE CARD		0.00	77.42	
3499790777	Invoice	03/10/2022	PM PROFILE BP 1.0MM 12 CD BLK		0.00	12.99	
015954	STOCKTON, CHANDA		03/10/2022	Regular	0.00	95.00	330432
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	95.00	
015285	SUPERIOR PRINTING & GRAPHICS		03/10/2022	Regular	0.00	120.18	330433
2807	Invoice	03/10/2022	BUSINESS CARDS-PARRISH, PANIAGUA		0.00	120.18	
015001	SYNAGRO-WWT, INC.		03/10/2022	Regular	0.00	18,915.98	330434
27429	Invoice	03/10/2022	BIOSOLIDS DISPOSAL, TONS		0.00	14,356.96	
27487	Invoice	03/10/2022	BIOSOLIDS DISPOSAL, TONS		0.00	4,559.02	
010776	TIME WARNER CABLE		03/10/2022	Regular	0.00	342.46	330435
0095804021022	Invoice	03/10/2022	SERVICE FROM 2/10/22 - 3/9/22 214 S 10		0.00	272.01	
0304065021522	Invoice	03/10/2022	2/15/22 - 3/14/22		0.00	5.46	

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0469363022322	Invoice	03/10/2022	431 N 13TH ST 2/23/22 - 3/22/22		0.00	64.99	
012006	TOTAL BARRICADE SERVICES, INC.		03/10/2022	Regular	0.00	930.00	330436
54431	Invoice	03/10/2022	903 CORPORATION ST-42 KRAILS, DEL, PIC		0.00	930.00	
012070	TRAFFIC TECHNOLOGIES		03/10/2022	Regular	0.00	1,456.30	330437
40025	Invoice	03/10/2022	PAINT-WHITE, BLUE AND ASPHALT RAKE		0.00	511.29	
40073	Invoice	03/10/2022	POST 2X2 TELESPAR POST, HEAVY DUTY A		0.00	945.01	
015505	TRIPEPI, SMITH AND ASSOCIATES, INC.		03/10/2022	Regular	0.00	3,400.00	330438
7566	Invoice	03/10/2022	PSA- 01/01/2022		0.00	3,400.00	
010278	US POSTAL SERVICE		03/10/2022	Regular	0.00	332.00	330439
2022 BOX 631	Invoice	03/10/2022	ANNUAL RENEWAL FOR P O BOX 631		0.00	332.00	
013736	V.C.T.C.		03/10/2022	Regular	0.00	220.00	330440
FEBRUARY 2022	Invoice	03/10/2022	FEBRUARY 2022 BUS SALES		0.00	220.00	
015955	VALDEZ, KEILY		03/10/2022	Regular	0.00	47.50	330441
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	47.50	
015413	VALENCIA, ALFRED		03/10/2022	Regular	0.00	250.80	330442
PERDIEM 1/30-2/	Invoice	03/10/2022	CAMP SAN LUI OBISPO, CAL OES/CSTI 10		0.00	250.80	
015956	VALENZUELA, DARLENE		03/10/2022	Regular	0.00	95.00	330443
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	95.00	
012961	VISTA FORD		03/10/2022	Regular	0.00	1,064.71	330444
424668	Invoice	03/10/2022	#468-WHEEL ASY		0.00	1,064.71	
010975	VRSD		03/10/2022	Regular	0.00	222,194.69	330445
JAN 2022 234200	Invoice	03/10/2022	WASTEWATER COLLECTIONS FY21/22		0.00	26,129.55	
JAN 2022 234302	Invoice	03/10/2022	FY 21/22 WRF O&M SERVICES		0.00	70,892.31	
JULY 2021 23430	Invoice	03/10/2022	FY 21/22 WRF O&M SERVICES		0.00	70,541.48	
JUNE 2021 23430	Invoice	03/10/2022	FY 21/22 WRF O&M SERVICES		0.00	28,205.00	
NOV 2021 SEWER	Invoice	03/10/2022	WASTEWATER COLLECTIONS FY21/22. 23		0.00	26,426.35	
013539	WAGE WORKS, INC.		03/10/2022	Regular	0.00	105.30	330446
INV3468829	Invoice	03/10/2022	FY 21/22 FEES		0.00	105.30	
015957	WEINKOPF, CHRISTOPHER		03/10/2022	Regular	0.00	95.00	330447
2022 BBALL REFU	Invoice	03/10/2022	YOUTH BASKETBALL REFUND		0.00	95.00	
011007	WIKHOLM MD, GARY D		03/10/2022	Regular	0.00	750.00	330448
8488	Invoice	03/10/2022	SERVICES:11/11,12,18,12, 12/2,29/2021,		0.00	750.00	
011010	WILLDAN FINANCIAL SERVICES		03/10/2022	Regular	0.00	6,622.00	330449
010-50071	Invoice	03/10/2022	FY20/21 SB1029 CDIAC REPORT PREP & FI		0.00	3,800.00	
010-50453	Invoice	03/10/2022	SP HARVEST CFD NO.1 PARITY BOND ISSU		0.00	2,822.00	
015901	WOODSTOT MODULES, LLC		03/10/2022	Regular	0.00	2,646.45	330450
02192026	Invoice	03/10/2022	HAND WASH SINK INSTALLED,PROPANE E		0.00	2,646.45	
010055	ACCUSOURCE INC		03/24/2022	Regular	0.00	113.00	330461
#103152	Invoice	03/24/2022	02/18/2022 FILE #917665		0.00	113.00	
015448	ALL CITY MANAGEMENT SERVICES, INC.		03/24/2022	Regular	0.00	3,715.20	330462
75625	Invoice	03/24/2022	SCHOOL CROSSING GUARD SERVICES		0.00	3,715.20	
011395	ALLDATA		03/24/2022	Regular	0.00	1,155.00	330463
INVC01517225	Invoice	03/24/2022	PERIOD 2/17/22 - 2/16/2023, REPAIR& AC		0.00	1,155.00	
011513	ALVAREZ, LORENA		03/24/2022	Regular	0.00	263.80	330464
2/2-4/22 REIMB.	Invoice	03/24/2022	PAY PERDIEM AND REIMB FOR PARKING,T		0.00	263.80	
015965	ALVAREZ, OMAR		03/24/2022	Regular	0.00	98.56	330465

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
REIMB 2022 EXA	Invoice	03/24/2022	DOT PHYSICAL EXAM, PROCESSING FEE		0.00	98.56	
015498	AMAZON CAPITAL SERVICES		03/24/2022	Regular	0.00	8,933.45	330466
149T-WCQ4-WY1	Invoice	03/24/2022	ANEKEN MONEY COUNTER WITH UV/MG		0.00	201.54	
16FK-FRTK-CQ1Y	Invoice	03/24/2022	NET GEAR 5-PORT GIGABIT ETHERNET UN		0.00	34.62	
17WV-DYX6-6VX	Invoice	03/24/2022	BOUGERV 41" ADJUSTABLE SOLAR PANEL		0.00	75.07	
193K-D49F-7RC9	Invoice	03/24/2022	BROTHER GENUINE P-TOUCH TZE-221 TAP		0.00	29.21	
1HFT-FVFP-YXYJ	Invoice	03/24/2022	HOFFMAN A24R2410HCR NEMA 3R ENCL		0.00	518.55	
1KPL-FWQL-6JDR	Invoice	03/24/2022	SIGNWORLD 24" STREET LIGHT POLE BAN		0.00	1,299.00	
1L4R-CGWH-7J7F	Invoice	03/24/2022	KN95 FACE MASK 50 PK, WWDOLL KN95		0.00	240.87	
1LF9-VD9R-F4F1	Invoice	03/24/2022	ACER ASPIRE C24-1651-UR15 AIO DESKTO		0.00	2,045.88	
1LMK-HL6Y-69XV	Invoice	03/24/2022	SOLAR PANEL KIT 320W 24V MONOSRYST		0.00	1,393.17	
1LWN-FWH9-GP9	Invoice	03/24/2022	MONOPRICE CAT6 ETHERNET PATCH CABL		0.00	556.01	
1PC3-1HTW-6D7	Invoice	03/24/2022	DIB SAFETY VEST REFLECTIVE ORANGE M		0.00	29.19	
1RHY-HT79-LF9H	Invoice	03/24/2022	FULTON HD5000101 BOLT ON TRAILER TO		0.00	194.84	
1RPF-T97Y-NNC1	Invoice	03/24/2022	21.5" AKAMAI COMPUTER PRIVACY SCRE		0.00	416.02	
1TF1-WK1Y-DY4	Invoice	03/24/2022	ASSURANT B2B 4YR HOME FURNISHINGS		0.00	155.69	
1TXQ-KQCV-6F3	Invoice	03/24/2022	EASYKART 500 RED VALENTINES DAY STIC		0.00	135.20	
1VV7-DC7V-N47	Invoice	03/24/2022	MACALLY BACKLIT MAC KEYBOARD WIRE		0.00	116.86	
1VVT-3TW4-7YJQ	Invoice	03/24/2022	QUEEN BEES (DVD)		0.00	20.10	
1WMY-6G9G-V36	Invoice	03/24/2022	DEMART MESH COLLECTION PENCIL CUP,		0.00	70.55	
1XTN-X7WM-MY	Invoice	03/24/2022	WERNER 6008 STEPLADDERS 8'		0.00	280.95	
1YJF-6VJP-4RNX	Invoice	03/24/2022	LEVITON 41080-6WP 6-PORT QUICK PORT		0.00	80.93	
1YM4-YFKN-PTFY	Invoice	03/24/2022	SIGNWORLD 24" STREET LIGHT POLE BAN		0.00	1,039.20	
011080	ARAMARK UNIFORM SERVICES INC		03/24/2022	Regular	0.00	516.45	330467
502000280205	Invoice	03/24/2022	903 CORPORATION ST MATS RAGS		0.00	56.44	
502000285798	Invoice	03/24/2022	903 CORPORATION ST. MATS RAGS		0.00	56.44	
502000302315	Invoice	03/24/2022	MAT NYLON/RUBBER - 182 S PALM AVE		0.00	28.38	
502000302375	Invoice	03/24/2022	903 CORPORATION ST - MATS RAGS		0.00	58.01	
502000318792	Invoice	03/24/2022	903 CORPORATION ST - MATS RAGS		0.00	58.01	
502000349868	Invoice	03/24/2022	182 S. PALM AVE. - MAT NYLON/RUBBER		0.00	28.38	
502000349960	Invoice	03/24/2022	903 CORPORATION ST - MATS/RAGS		0.00	58.01	
502000370544	Invoice	03/24/2022	MAT NYLON - 182 S PALM AVE.		0.00	28.38	
502000370814	Invoice	03/24/2022	903 CORPORATION ST - MATS		0.00	58.01	
502000375556	Invoice	03/24/2022	MAT NYLON RUBBER - 182 S PALM AVE.		0.00	28.38	
502000375613	Invoice	03/24/2022	903 CORPORATION - MATS		0.00	58.01	
011532	ARREOLA, RAQUEL		03/24/2022	Regular	0.00	253.86	330468
2/2-4/22 REIM.P	Invoice	03/24/2022	PAY MILEAGE AND PERDIEM FOR LCW202		0.00	253.86	
014461	ASHMORE, LINDA		03/24/2022	Regular	0.00	192.00	330469
3/11,16,17/22	Invoice	03/24/2022	HDM DRIVER & COOK		0.00	192.00	
011354	AT&T MOBILITY		03/24/2022	Regular	0.00	483.99	330470
287299196399X0	Invoice	03/24/2022	FEB 03 - MAR 02, 2022		0.00	483.99	
012677	AUTOZONE		03/24/2022	Regular	0.00	23.14	330471
5716102891	Credit Memo	03/24/2022	CREDIT OFFSETS INVOICE 5716103463		0.00	-95.83	
5716103463	Invoice	03/24/2022	#117 - EXHAUST MANIFOLD		0.00	95.83	
5716104322	Invoice	03/24/2022	#252 - 3M HEADLINR & FABRIC		0.00	23.14	
014993	BADER, KATE		03/24/2022	Regular	0.00	74.00	330472
3/28/22 PERDIE	Invoice	03/24/2022	CRISIS COMM. /SOCIAL MEDIA, NEWPOR		0.00	74.00	
015318	BADGER METER		03/24/2022	Regular	0.00	15,657.87	330473
1490155	Invoice	03/24/2022	QUOTATION NO. 3305945		0.00	15,003.45	
80083617	Invoice	03/24/2022	OCTOBER 2021 SERVICES		0.00	654.42	
015869	BARBOZA & ASSOCIATES, A LAW CORPORATIOI		03/24/2022	Regular	0.00	5,182.50	330474
641-020122 - CO	Invoice	03/24/2022	ATTORNEY-CLIENT PRIVILEGED FACT-FINDI		0.00	4,012.50	
641-2-020122 CO	Invoice	03/24/2022	SERVICES 1/18,21,31/2022		0.00	1,170.00	

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015821	BARRISTER PROFESSIONAL SERVICES, LLC.		03/24/2022	Regular	0.00	2,943.00	330475
21-08-0021-004	Invoice	03/24/2022	SRVS. 12/27 THROUGH 2/1/22		0.00	2,943.00	
015742	BARTLE WELLS ASSOCIATES		03/24/2022	Regular	0.00	4,740.00	330476
606A-1002	Invoice	03/24/2022	SERVICES FOR NOV,DEC 2021 AND JAN 20		0.00	4,740.00	
011110	BOWMAN CAR WASH		03/24/2022	Regular	0.00	5,096.00	330477
1224	Invoice	03/24/2022	2/3/20 - 8/31/21 CARWASH SERVICES		0.00	4,376.00	
1225	Invoice	03/24/2022	9/1/21 - 12/31/21 60 CARWASH SERVICES		0.00	720.00	
011237	BTE COMMUNICATIONS, LLC		03/24/2022	Regular	0.00	244.53	330478
220305300101	Invoice	03/24/2022	SERVICE PERIOD 2/1/22 - 2/28/2022		0.00	244.53	
011464	BUSINESS CARD		03/24/2022	Regular	0.00	5,307.40	330479
2/23/22 - 3/21/2	Invoice	03/24/2022	CREDIT CARD #9 - RECRUITS LODGING		0.00	5,307.40	
015799	CALIFORNIA CONSULTING, INC.		03/24/2022	Regular	0.00	3,500.00	330480
5014	Invoice	03/24/2022	GRANT WRITING SERVICES - MONTHLY RE		0.00	3,500.00	
012170	CALIFORNIA ELECTRIC SUPPLY-VENTURA		03/24/2022	Regular	0.00	66.98	330481
8997-1023389	Invoice	03/24/2022	CONN (BLUE),(BROWN), WIRE TAN BOX, N		0.00	66.98	
012679	CAL-STATE AUTO PARTS		03/24/2022	Regular	0.00	1,075.77	330482
66137	Credit Memo	03/24/2022	#240 - DEFECTIVE CREDIT - INV#679926		0.00	-368.05	
678322	Invoice	03/24/2022	#296 - STARTER MOTOR ASY		0.00	201.46	
679514	Invoice	03/24/2022	PUMP KIT, WAT		0.00	60.83	
679926	Invoice	03/24/2022	#240 - BOOSTER ASY - BRAKE		0.00	368.05	
680739	Invoice	03/24/2022	COOLANT, ENGINE DEXCOOL		0.00	186.47	
680829	Invoice	03/24/2022	#430 - BATTERY ASM		0.00	258.14	
681003	Invoice	03/24/2022	#427 - COMPRESSOR KIT - A/C		0.00	269.75	
684202	Invoice	03/24/2022	#408 - BATTERY ASM		0.00	99.12	
011290	CARQUEST AUTO PARTS		03/24/2022	Regular	0.00	175.84	330483
7294-705344	Invoice	03/24/2022	RADIATOR		0.00	175.84	
011073	CLARK II CORPORATION, J. E.		03/24/2022	Regular	0.00	8,482.61	330484
CFSI-27617	Invoice	03/24/2022	FUEL CHARGES 2/28/2022 - 3/14/2022		0.00	8,482.61	
010418	CORELOGIC SOLUTIONS, LLC		03/24/2022	Regular	0.00	140.00	330485
82121073	Invoice	03/24/2022	FEBRUARY 20222		0.00	140.00	
011148	COUNTY OF VENTURA		03/24/2022	Regular	0.00	167.67	330486
R108 MAR-22	Invoice	03/24/2022	RENT FOR SO. MTN. EAST, ROAD ACCESS F		0.00	167.67	
011161	CRAGOE PEST SERVICES INC		03/24/2022	Regular	0.00	495.00	330487
194414	Invoice	03/24/2022	SP CITY HALL COMPLEX, 10TH ST - BURRO		0.00	45.00	
194417	Invoice	03/24/2022	VETERAN'S PARK, - BURROWING RODENT		0.00	40.00	
194443	Invoice	03/24/2022	EBELL PARK, 7TH & MAIN ST - BURROWIN		0.00	35.00	
194446	Invoice	03/24/2022	LAS PIEDRAS PARK, N 13TH ST - BURROWI		0.00	40.00	
194449	Invoice	03/24/2022	MANOR SLOPES, RIDGE CT. BURROWING		0.00	55.00	
194452	Invoice	03/24/2022	MILL PARK, BURROWING RODENT		0.00	40.00	
194455	Invoice	03/24/2022	OBREGON PARK, SAN CLEMENTE - BURRO		0.00	35.00	
194458	Invoice	03/24/2022	RECREATION PARK, HARVARD BLVD. BURR		0.00	35.00	
194461	Invoice	03/24/2022	TEAGUE PARK, CORNER OF HARVARD - BU		0.00	45.00	
195681, 195684	Invoice	03/24/2022	HARDING PARK, HARVARD, BURROWING		0.00	80.00	
195685, 195688	Invoice	03/24/2022	SP COMMUNITY CTR, MAIN ST - BURROW		0.00	45.00	
014331	CULLIGAN WATER		03/24/2022	Regular	0.00	229.41	330488
1756204 MAR 20	Invoice	03/24/2022	3/1-31/2022 WATER SERVICES		0.00	180.50	
1837257	Invoice	03/24/2022	214 S 10TH ST. 3/1-31/2022		0.00	48.91	
012191	DATAPROSE, LLC		03/24/2022	Regular	0.00	8,607.39	330489
DP2200641	Invoice	03/24/2022	BILL PERIOD 2/1/22 - 2/28/2022		0.00	8,607.39	
011811	DE LAGE LANDEN		03/24/2022	Regular	0.00	268.05	330490

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75705657	Invoice	03/24/2022	SHARP PRINTER LEASE FY 21/22		0.00	268.05	
011210	DEPARTMENT OF JUSTICE		03/24/2022	Regular	0.00	98.00	330491
567282	Invoice	03/24/2022	FINGERPRINT APPS, CHILD ABUSE INDEX		0.00	98.00	
012948	DIAL SECURITY 2021		03/24/2022	Regular	0.00	44.40	330492
420473	Invoice	03/24/2022	ALARM MONITORING, LEMONWOOD, 26		0.00	44.40	
015899	DIAMANTE ELECTRIC, INC.		03/24/2022	Regular	0.00	1,695.00	330493
1206	Invoice	03/24/2022	CORPORATE YARD BIN		0.00	1,695.00	
015960	DIAZ, ALFREDO		03/24/2022	Regular	0.00	85.00	330494
2022 CLASS A FEE	Invoice	03/24/2022	REIMBURSEMENT FOR CLASS A TEST FEE		0.00	85.00	
010395	FAMCON PIPE & SUPPLY, INC.		03/24/2022	Regular	0.00	2,198.63	330495
S100071248.004	Invoice	03/24/2022	NIPPLE, BRASS 1" X CLOSE		0.00	22.52	
S100073200.001	Invoice	03/24/2022	HYD., CLOW #850 6H C.I.4"X, YELLOW		0.00	2,118.19	
S100073223.001	Invoice	03/24/2022	6800 SET, 6"/8" BOLT & NUT PLATED		0.00	57.92	
010847	FARMERS IRRIGATION		03/24/2022	Regular	0.00	3,111.16	330496
17547	Invoice	03/24/2022	MARCH 2022 - PALM AVE YARD RENT		0.00	3,111.16	
015906	FARRELL, MARTIN J.		03/24/2022	Regular	0.00	90.00	330497
10658	Invoice	03/24/2022	DISPLAY AD (SIZE: 3X5 AD) FARMERS MAR		0.00	90.00	
014291	FEDEX		03/24/2022	Regular	0.00	98.92	330498
7-687-75409	Invoice	03/24/2022	TRACKING #8152 9954 4443 - HUBER CK		0.00	98.92	
015333	FERGUSON ENTERPRISES LLC #3325		03/24/2022	Regular	0.00	1,277.74	330499
CMWP023908	Credit Memo	03/24/2022	PORTAPUMP DEWATERING		0.00	-1,103.65	
WP023908	Invoice	03/24/2022	12V SUB WTR PUMP W/25 FT HOSE X		0.00	2,381.39	
010440	FGL ENVIRONMENTAL, INC		03/24/2022	Regular	0.00	372.00	330500
202272A	Invoice	03/24/2022	WET CHEMISTRY NO3-N		0.00	30.00	
202296A	Invoice	03/24/2022	LTB SERIES 15 TUBE		0.00	29.00	
202394A	Invoice	03/24/2022	LTB SERIES 15 TUBE		0.00	29.00	
202444A	Invoice	03/24/2022	LTB SERIES 15 TUBE		0.00	29.00	
202539A	Invoice	03/24/2022	LTB SERIES 15 TUBE		0.00	29.00	
202605A	Invoice	03/24/2022	LTB SERIES 15 TUBE		0.00	29.00	
202606A	Invoice	03/24/2022	LTB SERIES 15 TUBE		0.00	29.00	
202611A	Invoice	03/24/2022	COLIFORM - COLILERT P/A		0.00	24.00	
202726A	Invoice	03/24/2022	LTB SERIES 15 TUBE		0.00	29.00	
202737A	Invoice	03/24/2022	FIELD TEST - FIELD CL TOTAL		0.00	28.00	
202781A	Invoice	03/24/2022	LTB SERIES 15 TUBE		0.00	29.00	
202804A	Invoice	03/24/2022	LTB SERIES 15 TUBE		0.00	29.00	
202822A	Invoice	03/24/2022	LTB SERIES 15 TUBE		0.00	29.00	
010417	FIREMASTER		03/24/2022	Regular	0.00	506.81	330501
0000932906	Invoice	03/24/2022	MAINTENANCE, KITCHEN HOOD SEMI AN		0.00	506.81	
013538	FORD OF VENTURA		03/24/2022	Regular	0.00	7.74	330502
5084683 1	Invoice	03/24/2022	#252 - RETAINER - SUN SPC		0.00	7.74	
010432	FRANK'S PAINT & HARDWARE		03/24/2022	Regular	0.00	1,604.08	330503
357712	Invoice	03/24/2022	TRIMACO STAINING PAD, OLD MASTER WI		0.00	45.58	
358262	Invoice	03/24/2022	ROLLER JUMBO MINI 3/4NAPX4.5IN		0.00	37.93	
358278	Invoice	03/24/2022	GAL RUSTO PRO OIL 100VOC GL HNTR. 1Q		0.00	156.59	
358281	Invoice	03/24/2022	3"Z-PRO 4-WIRE ROLLER FRAME 805,2" P		0.00	40.53	
358282	Invoice	03/24/2022	10-499 RETRACT UTILITY KNIFE		0.00	14.92	
358286	Invoice	03/24/2022	2"X60YD INTERTAPE RED POLY MASK		0.00	19.46	
358289	Invoice	03/24/2022	2"X60YD INTERTAPE RED POLY MASK		0.00	19.46	
360664	Invoice	03/24/2022	M176XDLH 2" COMBO/KEY ACCESS LCK, 1		0.00	191.71	
361102	Invoice	03/24/2022	RG RECIP BLADE 8" 2CD		0.00	13.25	
361207	Invoice	03/24/2022	2" GALV PIPE STRAPS, NUTS & BOLTS K-PK		0.00	21.94	

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361208	Invoice	03/24/2022	2 ABS PLUG, 1 1/2 ABS PLUG, 1.8 FEMALE		0.00	6.68	
361227	Invoice	03/24/2022	LV-32 TRIGGER SPRAYER 32OZ		0.00	65.29	
361970	Invoice	03/24/2022	1X3/4 PVC BUSHING SXS, 1" PVC COUPLIN		0.00	18.45	
362320	Invoice	03/24/2022	18 OZ SPRAY RUSTROLEUM STRIPING P, 6-		0.00	105.70	
362322	Invoice	03/24/2022	142 CLEAR MAILING TAPE 2IN		0.00	4.84	
362347	Invoice	03/24/2022	3/4 RB MIP NO KINK, 3/4XCLOSE BRASS N		0.00	65.59	
362355	Invoice	03/24/2022	1337 GRADE STAKE 1X2X36		0.00	27.05	
362360	Invoice	03/24/2022	49116 MD TROWEL 1/4X3/16 V		0.00	12.98	
362370	Invoice	03/24/2022	812 DRYWALL SS MUD PAN 13", PAIL PAIN		0.00	67.79	
362391	Invoice	03/24/2022	203039 WHITE MARKING 17OZ		0.00	30.27	
362453	Invoice	03/24/2022	506 STAPLES 3/8" 1250/BOX		0.00	9.29	
362466	Invoice	03/24/2022	4176J GLOVE PILE LINED LEATHER		0.00	17.31	
362481	Invoice	03/24/2022	OXYGEN 055 60#, CYLINDER MAINTENAN		0.00	66.29	
362487	Invoice	03/24/2022	EXTERIOR FLAT, BUCKET ALLWAY GLASS S		0.00	86.04	
362488	Invoice	03/24/2022	17 OZ "STRIPE" INVRT-TIP GREEN F		0.00	15.78	
362490	Invoice	03/24/2022	#296 - KEYS		0.00	16.21	
362491	Invoice	03/24/2022	SOCKIET ADPT		0.00	15.98	
362502	Invoice	03/24/2022	3041018 SPEEDBOR MAX 15/16X6		0.00	11.90	
362519	Invoice	03/24/2022	FLUOR LAMP T8 32W 48" 2PK		0.00	34.88	
362520	Invoice	03/24/2022	3/4X1/2 PVC SOL SST, RED TEE, PVC ELL S		0.00	25.59	
362537	Invoice	03/24/2022	58673 MAGNUM FIREHOZE NOZZEL, NAIL		0.00	34.35	
362559	Invoice	03/24/2022	NUTS & BOLTS		0.00	81.48	
362581	Invoice	03/24/2022	ELECTRICAL		0.00	1.62	
362588	Invoice	03/24/2022	DUST PAN PLSTC 912BK, 735 GIANT ANGL		0.00	143.82	
362594	Invoice	03/24/2022	5026006/50120 MASONRY BIT 5/16, NUT		0.00	8.41	
362603	Invoice	03/24/2022	18 OZ SPRAY RUSTOLEUM STRIPING P		0.00	49.95	
FINANCE CHARGE	Invoice	03/24/2022	12/31/21 AND 1/31/22		0.00	19.17	
	Void		03/24/2022	Regular	0.00	0.00	330504
014061	FRONTIER COMMUNICATIONS		03/24/2022	Regular	0.00	2,207.95	330505
02/28/22 - 03/27	Invoice	03/24/2022	MONTHLY PHONE CHARGES		0.00	2,207.95	
010441	FRUIT GROWERS SUPPLY CO		03/24/2022	Regular	0.00	541.54	330506
92277603	Invoice	03/24/2022	GLOVE CTD LATEX BLUE, GRAY, RED		0.00	10.88	
92285061	Invoice	03/24/2022	CAP DUST FEMALE PP 2.00, ADAPTER QUI		0.00	33.17	
92286268	Invoice	03/24/2022	DUNLOP THIGH WADER STEEL TOE SZ 11		0.00	87.79	
92287125	Invoice	03/24/2022	CAP PVC SLIP 3.00		0.00	5.08	
92287349	Invoice	03/24/2022	VALVE SOLENOID 1.50"		0.00	110.30	
92287356	Invoice	03/24/2022	VALVE SOLENOID BRASS 1.50		0.00	159.40	
92287358	Credit Memo	03/24/2022	VALVE SOLENOID 1.5"		0.00	-110.30	
92288536	Invoice	03/24/2022	FREIGHT SPEC ORD		0.00	64.00	
92288877	Invoice	03/24/2022	CEMENT 705 QUART, TEE PVC SLIP, ELBO		0.00	143.97	
92288922	Invoice	03/24/2022	COUPLER PVC SLIP 0.75", CROSS PVC SLIP		0.00	37.25	
010797	GAS COMPANY, THE		03/24/2022	Regular	0.00	2,023.54	330507
2/03/22-03/09/2	Invoice	03/23/2022	MONTHLY UTILITY SERVICES		0.00	2,023.54	
013759	GATES, WYATT		03/24/2022	Regular	0.00	116.35	330508
2/2022 K9 FOOD	Invoice	03/24/2022	K9 FOOD PURCHASED FOR DOC		0.00	116.35	
015222	GOODSUITE		03/24/2022	Regular	0.00	75.90	330509
INV146444	Invoice	03/24/2022	STAPLES FOR SHARP MX-FN22 FINISHER		0.00	75.90	
010481	GRAINGER		03/24/2022	Regular	0.00	233.44	330510
9188283700	Invoice	03/24/2022	USB RECHARGEABLE BATTERY, 3500MAH,		0.00	58.37	
9221611305	Invoice	03/24/2022	PNEUMATIC DOOR CLOSER, ARROW DC30		0.00	52.28	
9229670840	Invoice	03/24/2022	CONDENSATE, 1/30 HP,1/2 GAL, 20FT, 115		0.00	122.79	
012800	GRANITE CONSTRUCTION COMPANY		03/24/2022	Regular	0.00	1,158.30	330511
2162798	Invoice	03/24/2022	2388-2'X2' RUBBLE DUMP FEES		0.00	585.10	
2163109	Invoice	03/24/2022	3584 - 1/2"FINEPG64-10		0.00	121.32	
2163492	Invoice	03/24/2022	3583 - 3/8"FINEPG64-10		0.00	212.78	

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2182109	Invoice	03/24/2022	3584 - 1/2"FINEPG64-10		0.00	120.61	
2184278	Invoice	03/24/2022	1/2"FINEPG64-10		0.00	118.49	
010486	GRIMES ROCK, INC		03/24/2022	Regular	0.00	674.44	330512
249476	Invoice	03/24/2022	BLENDED FILL		0.00	674.44	
013917	H & R ROOFING SUPPLY		03/24/2022	Regular	0.00	191.26	330513
201307	Invoice	03/24/2022	SUB SEAL 60, KARNAK 1-GAL #108 PRIME		0.00	191.26	
013872	NICKS POOL AND SPA SERVICE		03/24/2022	Regular	0.00	285.73	330514
22130201	Invoice	03/24/2022	3" CHLORINE TAB		0.00	285.73	
015153	HINDERLITER DE LLAMAS & ASSOCIATES		03/24/2022	Regular	0.00	1,364.65	330515
SIN015268	Invoice	03/24/2022	CONTRACT SRVS-SALES TAX JAN-MAR 202		0.00	1,064.65	
SIN015651	Invoice	03/24/2022	CONTRACT SERVICES - TRANSACTIONS TA		0.00	300.00	
015040	HONOR STORAGE		03/24/2022	Regular	0.00	65.00	330516
#27321	Invoice	03/24/2022	FY 21/22 STORAGE-ADMIN/CITY CLERK		0.00	65.00	
010537	HOUSE SANITARY SUPPLY		03/24/2022	Regular	0.00	3,091.25	330517
260093-02	Invoice	03/24/2022	DISP JRT 2.0 STERLING JUM, TWIN BLACK		0.00	827.39	
260390	Invoice	03/24/2022	GLV NITRILE AURA BLUE XL		0.00	238.15	
262099	Invoice	03/24/2022	TWL RL WHT OPTIMA 800', TWL KITCHEN		0.00	1,193.19	
262099-01	Invoice	03/24/2022	TT JUMBO STERLING 3.54"X1, 2 PLY		0.00	196.47	
262381	Invoice	03/24/2022	SPARTAN NABC DISIN 12/QT, LR FUTURA 4		0.00	636.05	
014475	HUBER TECHNOLOGY		03/24/2022	Regular	0.00	33,695.03	330518
CD10022638	Invoice	03/24/2022	WRF REPAIR		0.00	33,695.03	
013711	INDEPENDENT ORDER OF ODD FELLOWS		03/24/2022	Regular	0.00	2,622.54	330519
APRIL 2022	Invoice	03/24/2022	FY 21/22 RENT		0.00	2,622.54	
015717	INTERNATIONAL ENVIRONMENTAL CORPORAT		03/24/2022	Regular	0.00	42,100.00	330520
7591	Invoice	03/24/2022	RADIAL AIR TRENCHING		0.00	4,800.00	
7640	Invoice	03/24/2022	EMERGENCY TREE SERVICE 1/18/2022		0.00	6,000.00	
7641	Invoice	03/24/2022	EMERGENCY TREE SERVICE 1/18/2022		0.00	19,500.00	
7664	Invoice	03/24/2022	MELALEUCA, TREE REMOVAL, GRINDING		0.00	4,400.00	
7665	Invoice	03/24/2022	2/10/2022 EMERGENCY TREE REMOVAL		0.00	7,400.00	
015967	J. ARTHUR GUTIERREZ		03/24/2022	Regular	0.00	780.00	330521
001	Invoice	03/24/2022	BILLING 2/1 - 28/2022 CONSULTING SRVS		0.00	780.00	
015475	JIMENEZ, BEATRIZ		03/24/2022	Regular	0.00	111.00	330522
PERDIEM 2/16-17	Invoice	03/24/2022	CSMFO 2022, SAN DIEGO		0.00	111.00	
010629	KIMBALL MIDWEST		03/24/2022	Regular	0.00	492.68	330523
9656178	Invoice	03/24/2022	8M TUBE UMAX UNION CO, #10 SNAP SP		0.00	492.68	
015923	LATSHAW, JULIE		03/24/2022	Regular	0.00	151.97	330524
3/14-18/22 REIM	Invoice	03/24/2022	PAY PARKING AND MILEAGE FOR RIVERSI		0.00	151.97	
011807	LIVESCAN EXPRESS, INC.		03/24/2022	Regular	0.00	132.00	330525
5606	Invoice	03/24/2022	SERVICES 2/10,11,15,16,23/2022		0.00	132.00	
010061	LOWE'S		03/24/2022	Regular	0.00	1,098.40	330526
901134	Invoice	03/24/2022	5LB 2-1/2" GOLD SCREW, CRFT PRORCH.,		0.00	187.57	
901303	Invoice	03/24/2022	BSCH 1000FT ROTRY KT RED, DW TG 55-P		0.00	691.57	
901677	Invoice	03/24/2022	SIKABOND CONSTRUCTION ADH, SWSN 4.		0.00	28.38	
902273	Invoice	03/24/2022	12-CT 1-3-36 GRADE STAKE, WOOD GRAD		0.00	190.88	
015386	M & B SERVICES, INC.		03/24/2022	Regular	0.00	9,351.71	330527
18252	Invoice	03/24/2022	903 CORPORATION RD SP , REPLACE WTR		0.00	1,456.67	
18430	Invoice	03/24/2022	SERVICED MEN'S ROOM DRAIN AT TEAGU		0.00	95.00	
18445	Invoice	03/24/2022	HARDING PARK SNACK BAR-INSTALL WTR		0.00	4,153.24	
18446	Invoice	03/24/2022	SERVICES AT EMERGENCY CALL TO HARDI		0.00	1,026.80	

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18447	Invoice	03/24/2022	HARDING PARK-WATER LEAK IN SNACK BA		0.00	780.00	
18449	Invoice	03/24/2022	CAMERA LINE AT CARETAKER HOUSE - HA		0.00	1,200.00	
18452	Invoice	03/24/2022	1005 E MAIN ST-LEAK AT MUSEUM		0.00	640.00	
015633	M6 CONSULTING, INC.		03/24/2022	Regular	0.00	907.20	330528
2017	Invoice	03/24/2022	TASK ORDER#7		0.00	907.20	
015966	MANZANO, JUDITH		03/24/2022	Regular	0.00	200.00	330529
11/13/21 DEP RE	Invoice	03/24/2022	DEPOSIT REFUND FOR EVENT DATE 11/13		0.00	200.00	
015442	MARIPOSA LANDSCAPES, INC.		03/24/2022	Regular	0.00	6,949.00	330530
96628	Invoice	03/24/2022	FEBRUARY 2022 - EXTRA WORK - HARDIN		0.00	2,360.00	
96835	Invoice	03/24/2022	FY 21/22 HARDING PARK LANDSCAPING S		0.00	4,589.00	
015435	MARLENE A. JONES		03/24/2022	Regular	0.00	810.00	330531
213	Invoice	03/24/2022	2022 ANNUAL PSI & HDVI OPACITY TESTI		0.00	810.00	
014436	MINER'S ACE HARDWARE		03/24/2022	Regular	0.00	1,450.85	330532
24143	Invoice	03/24/2022	5/16"X2-34" SQ WIRE LOCK		0.00	5.73	
24148	Invoice	03/24/2022	TAPE BARCDE CAUTION1000'		0.00	14.06	
24156	Invoice	03/24/2022	YELLOW PAINT MARKER, PLSTC BUCKET 5		0.00	15.13	
24172	Invoice	03/24/2022	CLAMP HOSE 4-1/16"-5"SS, 9V 4PK BATTE		0.00	19.63	
24178	Invoice	03/24/2022	RECIP SWBLD 20/24 TPI 5PK		0.00	20.56	
24179	Invoice	03/24/2022	CDLS LONG RCH RTCHT 12V, M12 REDLIT		0.00	335.55	
24181	Invoice	03/24/2022	ADHS CONST PL PREM 10OZ, FASTENERS		0.00	23.65	
24195	Invoice	03/24/2022	COOKING FUEL GEL6OZ 2PK, GRIDDLE W/		0.00	411.32	
24218	Invoice	03/24/2022	HAMMER DRILLING 3LB, JAWSTAND PORT		0.00	143.95	
24228	Invoice	03/24/2022	DRILL 1/2" VSR HD DEWALT, ELBOW 90 1/		0.00	151.08	
24231	Invoice	03/24/2022	WD40 LUBRICANT 1 GAL		0.00	90.90	
24242	Invoice	03/24/2022	FLAP WHEEL, GRIND WHEEL, GLV LTHER C		0.00	38.94	
24252	Invoice	03/24/2022	5/8 CDX 1/4 SHEET		0.00	19.65	
24253	Invoice	03/24/2022	PRO SFTY YEL GAL VOC, ECO FEE FOR QT T		0.00	86.05	
24267	Invoice	03/24/2022	TOILET TNK REPR NO SIPHN,COMPACT TA		0.00	61.67	
24273	Invoice	03/24/2022	DRILL BIT SDS+ 3/8X6X8		0.00	12.98	
015461	NUNES JR, FRED E.		03/24/2022	Regular	0.00	129.60	330533
1331663	Invoice	03/24/2022	BEST G KEYS		0.00	129.60	
010543	O'CONNOR PEST CONTROL		03/24/2022	Regular	0.00	460.00	330534
20486348	Invoice	03/24/2022	214 S TENTH ST - GEN PESTS		0.00	45.00	
20486349	Invoice	03/24/2022	970 E VENTURA ST GEN PESTS		0.00	45.00	
20486352	Invoice	03/24/2022	431 N 13TH ST - GEN PESTS		0.00	45.00	
20486353	Invoice	03/24/2022	200 S TENTH ST - GEN PESTS		0.00	45.00	
20486960	Invoice	03/24/2022	214 S 10TH ST - MICE, RATS		0.00	20.00	
20487196	Invoice	03/24/2022	903 CORPORATION ST. MICE, RATS		0.00	50.00	
20487224	Invoice	03/24/2022	735 E SANTA BARBARA ST. - MICE, RATS		0.00	50.00	
20487315	Invoice	03/24/2022	200 N 10TH ST MICE, RATS		0.00	50.00	
20487728	Invoice	03/24/2022	970 E VENTURA ST - TRAILER MICE RATS		0.00	60.00	
20487901	Invoice	03/24/2022	530 W MAIN ST. - MICE, RATS		0.00	50.00	
010246	ON DUTY UNIFORMS & EQUIPMENT		03/24/2022	Regular	0.00	73.27	330535
5450	Invoice	03/24/2022	BW LEATHER DUTY BELT 30 30		0.00	73.27	
012691	O'REILLY AUTOMOTIVE STORES, INC.		03/24/2022	Regular	0.00	749.37	330536
3129-325680	Invoice	03/24/2022	FUEL CAP		0.00	18.60	
3129-327519	Invoice	03/24/2022	KNIT GLOVES		0.00	20.55	
3129-328871	Credit Memo	03/24/2022	HATCH SUPPRT		0.00	-63.13	
3129-333444	Invoice	03/24/2022	#217 CARGO STRAPS		0.00	43.29	
3129-334110	Invoice	03/24/2022	RCVR BUSHING		0.00	23.80	
3129-335963	Credit Memo	03/24/2022	STARTER, CORE CHARGE		0.00	-14.67	
3129-337997	Invoice	03/24/2022	MOTOR OIL, PUMP, OIL JUG		0.00	53.55	
3129-338023	Invoice	03/24/2022	FUNNEL		0.00	7.03	
3129-338254	Invoice	03/24/2022	SPARK PLUG, COPPER PLUG		0.00	6.47	

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3129-339443	Invoice	03/24/2022	SPARK PLUG		0.00	3.24	
3129-339622	Invoice	03/24/2022	14OZ GREASE		0.00	113.50	
3129-341637	Invoice	03/24/2022	16OZ PROTECT, STR WHL CVR		0.00	28.66	
3129-344318	Invoice	03/24/2022	11OZ WHTLITHM		0.00	15.13	
3129-351125	Invoice	03/24/2022	#227 - QTGEARLUBE		0.00	17.30	
3129-351224	Invoice	03/24/2022	#427-HTR HOSE CON		0.00	41.33	
3129-351297	Invoice	03/24/2022	#427 - HEATER CONN		0.00	13.08	
3129-353008	Invoice	03/24/2022	#240-BALL JOINT		0.00	40.32	
3129-353110	Invoice	03/24/2022	LICENSE LT		0.00	4.37	
3129-353355	Invoice	03/24/2022	#410-COP BOOT, SPARK PLUG		0.00	10.59	
3129-353364	Invoice	03/24/2022	#410-INTK VLV CLN		0.00	43.29	
3129-353366	Invoice	03/24/2022	#410-BATTERY,CORE CHARGE		0.00	323.07	
012844	PARKHOUSE TIRE, INC.		03/24/2022	Regular	0.00	1,134.05	330537
4020161551	Invoice	03/24/2022	#291-225/70R19.5 G BST R238 N		0.00	593.80	
4020161553	Invoice	03/24/2022	#463-245/55R18 103W FST FH PURSUIT		0.00	540.25	
015443	PASSPORT LABS, INC.		03/24/2022	Regular	0.00	1,265.41	330538
INV-1028469	Invoice	03/24/2022	PROCESS CITATIONS		0.00	1,265.41	
015335	PAVEMENT COATING CO.		03/24/2022	Regular	0.00	190.63	330539
CCusI001065	Invoice	03/24/2022	SS-1H		0.00	101.67	
CCusI001097	Invoice	03/24/2022	SS-1H		0.00	88.96	
015218	POWERED BY D - BARAJAS, DAVID		03/24/2022	Regular	0.00	2,310.00	330540
1291	Invoice	03/24/2022	INSTALL 2 3" CONDUIT RISER AT CITY HAL		0.00	1,975.00	
1292	Invoice	03/24/2022	INSTALLATION OF 110V OUTLET IN ITS OF		0.00	335.00	
013739	QUADIENT FINANCE USA, INC.		03/24/2022	Regular	0.00	1,000.00	330541
02/28/2022 POST	Invoice	03/24/2022	REPLENISH POSTAGE FOR FEB 2022		0.00	1,000.00	
010306	QUINN COMPANY		03/24/2022	Regular	0.00	23.64	330542
PC010415038	Invoice	03/24/2022	#281 - BRAKE FLUID		0.00	23.64	
015765	RAMIREZ, ARMANDO A.		03/24/2022	Regular	0.00	262.20	330543
8129	Invoice	03/24/2022	#468 - 3 BUMPER NUMBER IN WHT,1 RO		0.00	262.20	
015968	RAMIREZ, CHRISTY		03/24/2022	Regular	0.00	111.00	330544
2/16-17/22 PERD	Invoice	03/24/2022	PERDIEM FOR SCMFO 2022 ANNUAL CON		0.00	111.00	
014869	READYREFRESH BY NESTLE		03/24/2022	Regular	0.00	75.54	330545
02C0036339190	Invoice	03/24/2022	PERIOD 2/11/22 - 3/10/22		0.00	75.54	
010347	RINCON CONSULTANTS, INC		03/24/2022	Regular	0.00	1,404.50	330546
37250	Invoice	03/24/2022	TASK ORDER #1		0.00	1,404.50	
013731	RIVERSIDE COUNTY SHERIFF/BEN CLARK TRAIN		03/24/2022	Regular	0.00	1,051.00	330547
4/11-22/22 REGIS	Invoice	03/24/2022	SUPERVISORY COURSE, D. POTTER		0.00	1,051.00	
010520	RP RENTALS		03/24/2022	Regular	0.00	215.31	330548
5804	Invoice	03/24/2022	JUMPING JACK BT65 #1		0.00	215.31	
014661	RUBBER NECK SIGNS		03/24/2022	Regular	0.00	109.25	330549
7767	Invoice	03/24/2022	GROUND STAKE		0.00	109.25	
015016	S P L LANDSCAPE INC.		03/24/2022	Regular	0.00	4,510.00	330550
15876	Invoice	03/24/2022	VARIOUS MAINTENANCE		0.00	4,510.00	
010376	SAFETY-KLEEN SYSTEMS, INC.		03/24/2022	Regular	0.00	206.91	330551
88025656	Invoice	03/24/2022	FEE, FUEL SURCHARGE, GASTEC AQUEOU		0.00	206.91	
014129	SAM HILL & SONS, INC		03/24/2022	Regular	0.00	29,771.46	330552
3992	Invoice	03/24/2022	MWO#3		0.00	14,777.03	
4020 A	Invoice	03/24/2022	MWO#2-EMERGENCY WATER MAIN REPAI		0.00	8,461.05	

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4020 B	Invoice	03/24/2022	MWO#3		0.00	6,533.38	
015964	SANCHEZ, ILDA		03/24/2022	Regular	0.00	1,153.60	330553
REFUND 1/29/22	Invoice	03/24/2022	DEPOSIT MINUS 20% CANCELLATION FEE		0.00	1,153.60	
013292	SANTA PAULA ANIMAL RESCUE CENTER (SPARC		03/24/2022	Regular	0.00	12,500.00	330554
APRIL 2022	Invoice	03/24/2022	FY 21/22 SERVICES		0.00	12,500.00	
013812	SANTA PAULA CAR WASH		03/24/2022	Regular	0.00	3,495.02	330555
101-141	Invoice	03/24/2022	CAR WASH SERVICES 1/31/21 - 9/29/21		0.00	3,495.02	
015917	SANTA PAULA MATERIALS, INC.		03/24/2022	Regular	0.00	200.00	330556
18486	Invoice	03/24/2022	ASPHALT & CONCRETE DUMP FEE		0.00	200.00	
011263	SANTA PAULA SELF STORAGE		03/24/2022	Regular	0.00	490.00	330557
#542 MAR-APR, 2	Invoice	03/24/2022	RENT FOR STORAGE UNIT 542 - MAR-APR		0.00	490.00	
010711	SANTA PAULA TIMES		03/24/2022	Regular	0.00	719.30	330558
FEB 2022 ADS	Invoice	03/24/2022	VARIOUS ADS		0.00	719.30	
010711	SANTA PAULA TIMES		03/24/2022	Regular	0.00	1,596.00	330559
JAN 2022 ADS	Invoice	03/24/2022	VARIOUS ADS -		0.00	1,596.00	
011640	SATCOM GLOBAL, INC.		03/24/2022	Regular	0.00	85.50	330560
AS03220835	Invoice	03/24/2022	IRIDIUM SIM CARD 881621449175, 88162		0.00	85.50	
015360	SCHAEFFER'S MFG. CO.		03/24/2022	Regular	0.00	168.97	330561
PXT1324-INV2	Invoice	03/24/2022	5 GAL PAIL - SUPREME 9000 FULL SYNTHE		0.00	168.97	
012330	SCMAF		03/24/2022	Regular	0.00	200.00	330562
MEM-22-Bronze-	Invoice	03/24/2022	GROUP MEMB BRONZE FT 2 PT-2		0.00	200.00	
014804	SERVICE TECH		03/24/2022	Regular	0.00	1,820.01	330563
16844-INV	Invoice	03/24/2022	LIFT INSPECTION RESULTS AND SERVICE		0.00	1,820.01	
010333	SIEMENS MOBILITY		03/24/2022	Regular	0.00	1,541.53	330564
5620039112	Invoice	03/24/2022	MWO#42		0.00	1,541.53	
015744	SINCLAIR SANITARY SUPPLY CO. INC		03/24/2022	Regular	0.00	426.38	330565
116633	Invoice	03/24/2022	CORELESS CAN LINERS 150/CASE		0.00	426.38	
013909	SITEONE LANDSCAPE SUPPLY, LLC		03/24/2022	Regular	0.00	2,328.79	330566
116459707-001	Invoice	03/24/2022	SUPERIOR GLOBE VALVE 950 BRASS 2" W/		0.00	582.19	
116460302-001	Invoice	03/24/2022	PVC SEWER AND DRAIN PIPE 4" X 10'		0.00	1,687.33	
116618271-001	Invoice	03/24/2022	HUNTER PRO NOZZLE 15' RADIUS ADJUST		0.00	59.27	
010785	SMART & FINAL		03/24/2022	Regular	0.00	366.49	330567
216	Invoice	03/24/2022	GROCERIES FOR SR NUTRITION		0.00	219.02	
217	Invoice	03/24/2022	POLY KING 7.5 IN WOODEN COFFEE STIRR		0.00	13.55	
327	Invoice	03/24/2022	DISTILLED VINEGAR		0.00	133.92	
010790	SOAP MAN		03/24/2022	Regular	0.00	106.90	330568
M184992	Invoice	03/24/2022	50CT. BOXES AB 3 LAYER BLACK FACE MAS		0.00	106.90	
011524	SOLID WASTE SOLUTIONS		03/24/2022	Regular	0.00	2,468.50	330569
174	Invoice	03/24/2022	FY 21/22 SOLID WASTE & PROJECT MGMT		0.00	1,201.50	
5018	Invoice	03/24/2022	FY 21/22 FRANCHISE AGREEMENT SERVIC		0.00	1,267.00	
010795	SOUTHERN CALIFORNIA EDISON		03/24/2022	Regular	0.00	17,754.38	330570
2/10/22 - 3/14/2	Invoice	03/24/2022	MONTHLY UTILITIES		0.00	652.42	
2022 FEB - MAR	Invoice	03/24/2022	MONTHLY UTILITY CHARGES		0.00	17,101.96	
015887	SPECTRUM COMMUNICATIONS		03/24/2022	Regular	0.00	1,848.00	330571
0460685022722	Invoice	03/24/2022	970 E. VENTURA ST. FIBER		0.00	1,399.00	
0469553030922	Invoice	03/24/2022	3/9/22 - 4/8/22 920 CORPORATION ST FIB		0.00	449.00	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
013043	STAFFORD, STEVE		03/24/2022	Regular	0.00	150.00	330572
MARCH 16TH 20	Invoice	03/24/2022	SR. NUTRITION LUNCH ENTERTAINMENT		0.00	150.00	
011144	STAPLES ADVANTAGE		03/24/2022	Regular	0.00	386.93	330573
3498024405	Credit Memo	03/24/2022	REFUND ITEM TRU RED 2022 DESKP		0.00	-103.79	
3500640125	Invoice	03/24/2022	PERK 10 INCH PAPER PLATE 125 PK		0.00	356.69	
3500714811	Invoice	03/24/2022	Q-TIPS SWABS 750 CT		0.00	5.94	
3500714812	Invoice	03/24/2022	Q-TIPS SWABS		0.00	5.94	
3501979499	Invoice	03/24/2022	TAPE LABEL 1 IN BLK/WHT, SPLS BINDER P		0.00	122.15	
010812	STATE CONTROLLER'S OFFICE		03/24/2022	Regular	0.00	2,372.48	330574
FAUD-00003205	Invoice	03/24/2022	ANNUAL ST. RPT. 7/1/21 - 6/30/22		0.00	2,372.48	
011871	SUNBELT RENTALS, INC.		03/24/2022	Regular	0.00	259.02	330575
122795098-0001	Invoice	03/24/2022	YARD TOWABLE CONCRETE MIXER		0.00	259.02	
015001	SYNAGRO-WWT, INC.		03/24/2022	Regular	0.00	16,387.20	330576
28184	Invoice	03/24/2022	BIOSOLIDS TO SKIC		0.00	16,387.20	
015912	TAPP, JACOB		03/24/2022	Regular	0.00	11.95	330577
REIMB 3/7/22	Invoice	03/24/2022	PERSONAL CC USED TO SHIP PKG TO CAN		0.00	11.95	
013851	TIERZERO		03/24/2022	Regular	0.00	1,618.81	330578
363362	Invoice	03/24/2022	MEF100, REGULATORY RECOVERY SURCH		0.00	1,618.81	
010776	TIME WARNER CABLE		03/24/2022	Regular	0.00	414.41	330579
0093783030122	Invoice	03/24/2022	970 E VENTURA ST 3/1/22 - 3/31/22		0.00	142.40	
0095804031022	Invoice	03/24/2022	3/10/22 - 4/9/22 214 S 10TH ST.		0.00	272.01	
012070	TRAFFIC TECHNOLOGIES		03/24/2022	Regular	0.00	107.07	330580
40193	Invoice	03/24/2022	PAPER 12X18" NO PARKING SIGN		0.00	107.07	
010885	UNDERGROUND SERVICE ALERT OF SOUTHERN		03/24/2022	Regular	0.00	122.20	330581
220220195	Invoice	03/24/2022	CSP90 NEW TICKET CHARGES		0.00	122.20	
015818	URM TECHNOLOGIES, INC.		03/24/2022	Regular	0.00	79.23	330582
73323	Invoice	03/24/2022	64 GALLON TOTE (TIP) FUEL SURCHARGE		0.00	79.23	
010903	USA BLUE BOOK		03/24/2022	Regular	0.00	1,099.22	330583
886752	Invoice	03/24/2022	QUOTATION NO.: 509892		0.00	1,099.22	
010920	VENTURA CO. AIR POLLUTION CONTROL DISTR		03/24/2022	Regular	0.00	1,162.00	330584
R006933	Invoice	03/24/2022	SOURCE TEST OBSERVATION, REVIEW		0.00	1,162.00	
010920	VENTURA CO. AIR POLLUTION CONTROL DISTR		03/24/2022	Regular	0.00	115.00	330585
R006932	Invoice	03/24/2022	RETURN TO TESTING SITE FOR INCOMPLE		0.00	115.00	
015186	VENTURA COUNTY AUTO SUPPLY, INC.		03/24/2022	Regular	0.00	838.78	330586
1016-011154	Invoice	03/24/2022	#240 - BRAKE MASTER CYLINDER		0.00	142.46	
1016-012359	Invoice	03/24/2022	#220 - FMX 40 FUSE		0.00	20.52	
1016-012366	Invoice	03/24/2022	#421-NAPA GOLD OIL FILTER		0.00	53.40	
1016-012668	Invoice	03/24/2022	BRAKE DRUM		0.00	162.77	
1016-012826	Invoice	03/24/2022	DISC BRAKE PADS, BRAKE ROTOR		0.00	198.73	
918225	Credit Memo	03/24/2022	#286 CORE DEPOSIT		0.00	-60.99	
920613	Credit Memo	03/24/2022	#462 - WARRANTY PER INVOICE 914069		0.00	-306.53	
928907	Invoice	03/24/2022	PADSET DODGE 2014 C		0.00	65.02	
929606	Invoice	03/24/2022	PX RIGHT STUFF 90 MIN, SHOP SUPPLIES		0.00	59.82	
931075	Invoice	03/24/2022	SHOP SUPPLY		0.00	168.92	
931076	Invoice	03/24/2022	#463 - PADSET FORD SHO POL, ROTOR FO		0.00	334.66	
015375	VENTURA LOCKSMITHS		03/24/2022	Regular	0.00	1,014.47	330587
47121	Invoice	03/24/2022	DROP PLATE FOR ALUMINUM GLASS DOO		0.00	756.37	
LM22322-4	Invoice	03/24/2022	LABOR TO REMOVE MORTISE AND ADJUS		0.00	258.10	
011539	VERIZON WIRELESS		03/24/2022	Regular	0.00	3,542.20	330588

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
9900078757	Invoice	03/24/2022	PERIOD JAN 22 - FEB 21, 2022		0.00	3,542.20	
010975	VRSD		03/24/2022	Regular	0.00	126,323.28	330589
FEB 2022 SEWER	Invoice	03/24/2022	WASTEWATER COLLECTIONS FY21/22		0.00	48,709.80	
FEB 2022 WRF O	Invoice	03/24/2022	FY 21/22 WRF O&M SERVICES		0.00	77,613.48	
010978	VULCAN MATERIALS COMPANY		03/24/2022	Regular	0.00	1,441.59	330590
73191154	Invoice	03/24/2022	203 3C3 PG64-10		0.00	115.08	
73209591	Invoice	03/24/2022	COLD MIX 3/8 SC8		0.00	542.38	
73213645	Invoice	03/24/2022	3/4IN CL 2 RECYCLED BASE		0.00	784.13	
015532	WADKOWSKI, JOHN		03/24/2022	Regular	0.00	79.00	330591
REIMB FOR ICC G	Invoice	03/24/2022	2018 BUILDING PLANS EXAMINER - B3 ST		0.00	79.00	
015525	WBCP, INC.		03/24/2022	Regular	0.00	26,464.24	330592
6682	Invoice	03/24/2022	INVOICE#6682		0.00	26,464.24	
011010	WILLDAN FINANCIAL SERVICES		03/24/2022	Regular	0.00	1,600.00	330593
010-50701	Invoice	03/24/2022	SP HARVEST COMM FAC DIST#1 IMPROV		0.00	1,600.00	
015901	WOODSTOT MODULES, LLC		03/24/2022	Regular	0.00	440.00	330594
02192024	Invoice	03/24/2022	INSTALL LOCKING DEVICE @ 903 CORPOR		0.00	440.00	
015506	PAYMENTUS GROUP, INC.		03/18/2022	Bank Draft	0.00	8,364.10	991796
INV-15-120528	Invoice	03/18/2022	TRANSACTION FEES FOR FEBRUARY 2022		0.00	8,364.10	
010880	U S BANK TRUST NATIONAL ASSOC		03/23/2022	Bank Draft	0.00	291,376.70	991797
1852841	Invoice	03/23/2022	ACCT#94615130-BOOK ENTRY BID #7004		0.00	291,376.70	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	732	280	0.00	1,572,354.77
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	-159,491.47
Bank Drafts	2	2	0.00	299,740.80
EFT's	0	0	0.00	0.00
	734	**288**	**0.00**	**1,712,604.10**

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
Bank Code: PY-PAYROLL							
011688	CALIFORNIA STATE DISBURSEMENT UNIT		03/03/2022	Regular	0.00	683.06	330286
INV0012274	Invoice	03/04/2022	G82 200000000935917		0.00	60.00	
INV0012275	Invoice	03/04/2022	G84 200000002177637		0.00	63.69	
INV0012333	Invoice	03/04/2022	G69 - CASE #200000001704703		0.00	125.07	
INV0012334	Invoice	03/04/2022	G83 200000002140068		0.00	259.38	
INV0012335	Invoice	03/04/2022	G86 200000002241170		0.00	174.92	
010553	ICMA RETIREMENT TRUST-457		03/03/2022	Regular	0.00	14,753.00	330287
INV0012272	Invoice	03/04/2022	DCI		0.00	6,406.00	
INV0012277	Invoice	03/04/2022	DCI		0.00	2,500.00	
INV0012278	Invoice	03/04/2022	DCI		0.00	2,500.00	
INV0012279	Invoice	03/04/2022	DCI		0.00	225.00	
INV0012329	Invoice	03/04/2022	DCI		0.00	3,122.00	
010554	ICMA RETIREMENT TRUST-457 (PT)		03/03/2022	Regular	0.00	713.12	330288
INV0012295	Invoice	03/04/2022	PTR - PART TIME RETIREMENT		0.00	651.89	
INV0012352	Invoice	03/04/2022	PTR - PART TIME RETIREMENT		0.00	61.23	
011691	JENNIFER REYES-MACIAS		03/03/2022	Regular	0.00	300.00	330289
INV0012331	Invoice	03/04/2022	G15 - #D323100		0.00	300.00	
010515	MASS MUTUAL		03/03/2022	Regular	0.00	600.00	330290
INV0012271	Invoice	03/04/2022	DCH - GROUP #020024		0.00	600.00	
011191	ORTIZ, CLARA		03/03/2022	Regular	0.00	250.62	330291
INV0012332	Invoice	03/04/2022	G2 - CASE #D316066		0.00	250.62	
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION		03/03/2022	Regular	0.00	2,160.00	330292
INV0012260	Invoice	03/04/2022	AP-ASSOCIATION DUES		0.00	120.00	
INV0012319	Invoice	03/04/2022	AP-ASSOCIATION DUES		0.00	2,040.00	
010291	SEIU LOCAL 721		03/03/2022	Regular	0.00	642.22	330293
INV0012258	Invoice	03/04/2022	SEIU 998		0.00	86.25	
INV0012259	Invoice	03/04/2022	SEIU 998 - VOTING MEMBERS		0.00	502.50	
INV0012266	Invoice	03/04/2022	COMMITTEE ON POLITICAL EDUC.		0.00	53.47	
010898	UNITED WAY OF VENTURA COUNTY		03/03/2022	Regular	0.00	13.00	330294
INV0012313	Invoice	03/04/2022	UW - UNITED WAY		0.00	9.00	
INV0012368	Invoice	03/04/2022	UW - UNITED WAY		0.00	4.00	
011103	COLONIAL LIFE & ACCIDENT		03/07/2022	Regular	0.00	2,674.17	330297
COLONIAL ADJ/M	Credit Memo	02/18/2022	COLONIAL ADJ/MARCH COV 2022		0.00	-0.07	
INV0012026	Invoice	02/04/2022	Colonial Life Ins.		0.00	171.82	
INV0012027	Invoice	02/04/2022	Colonial Life Insurance		0.00	427.59	
INV0012081	Invoice	02/04/2022	Colonial Life Ins.		0.00	371.84	
INV0012082	Invoice	02/04/2022	Colonial Life Insurance		0.00	365.87	
INV0012140	Invoice	02/18/2022	Colonial Life Ins.		0.00	171.82	
INV0012141	Invoice	02/18/2022	Colonial Life Insurance		0.00	427.59	
INV0012195	Invoice	02/18/2022	Colonial Life Ins.		0.00	371.84	
INV0012196	Invoice	02/18/2022	Colonial Life Insurance		0.00	365.87	
012912	MEDICAL EYE SERVICES		03/07/2022	Regular	0.00	789.78	330298
INV0012043	Invoice	02/04/2022	MEC		0.00	14.66	
INV0012044	Invoice	02/04/2022	MED		0.00	7.48	
INV0012045	Invoice	02/04/2022	PFE		0.00	47.84	
INV0012046	Invoice	02/04/2022	PFF		0.00	75.04	
INV0012099	Invoice	02/04/2022	MEC		0.00	29.32	
INV0012100	Invoice	02/04/2022	MED		0.00	22.44	
INV0012103	Invoice	02/04/2022	PFE		0.00	62.40	
INV0012104	Invoice	02/04/2022	PFF		0.00	107.20	
INV0012157	Invoice	02/18/2022	MEC		0.00	14.66	
INV0012158	Invoice	02/18/2022	MED		0.00	7.48	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
INV0012159	Invoice	02/18/2022	PFE		0.00	47.84	
INV0012160	Invoice	02/18/2022	PFF		0.00	75.04	
INV0012213	Invoice	02/18/2022	MEC		0.00	29.32	
INV0012214	Invoice	02/18/2022	MED		0.00	22.44	
INV0012217	Invoice	02/18/2022	PFE		0.00	66.56	
INV0012218	Invoice	02/18/2022	PFF		0.00	107.20	
MES VISION ADJ/	Credit Memo	02/18/2022	MES VISION ADJ/MARCH COV 2022		0.00	-20.82	
MES VISION ADJ/	Invoice	02/18/2022	MES VISION ADJ/MARCH COV 2022		0.00	18.83	
MES VISION RETI	Invoice	02/18/2022	MES VISION RETIREES ADJ MARCH COV		0.00	54.85	
010371	METLIFE SBC		03/07/2022	Regular	0.00	307.44	330299
INV0012033	Invoice	02/04/2022	GROUP ID #97127420		0.00	34.16	
INV0012090	Invoice	02/04/2022	GROUP ID #97127420		0.00	119.56	
INV0012147	Invoice	02/18/2022	GROUP ID #97127420		0.00	34.16	
INV0012204	Invoice	02/18/2022	GROUP ID #97127420		0.00	119.56	
010331	RELIANCE STANDARD LIFE INSURANCE		03/07/2022	Regular	0.00	843.12	330300
INV0012042	Invoice	02/04/2022	POLICY: VG178907		0.00	252.74	
INV0012098	Invoice	02/04/2022	POLICY: VG178907		0.00	94.74	
INV0012156	Invoice	02/18/2022	POLICY: VG178907		0.00	252.74	
INV0012212	Invoice	02/18/2022	POLICY: VG178907		0.00	94.74	
RELIANCE LG ADJ	Invoice	02/18/2022	RELIANCE LG ADJ/MARCH COV 2022		0.00	148.16	
014422	RELIANCE STANDARD LIFE INSURANCE		03/07/2022	Regular	0.00	5,288.96	330301
INV0012028	Invoice	02/04/2022	D1F - RELIANCE DENTAL		0.00	873.00	
INV0012029	Invoice	02/04/2022	D1S - RELIANCE DENTAL		0.00	206.04	
INV0012030	Invoice	02/04/2022	D2F RELIANCE DENTAL		0.00	85.80	
INV0012031	Invoice	02/04/2022	D2S RELIANCE DENTAL		0.00	49.56	
INV0012084	Invoice	02/04/2022	D1F - RELIANCE DENTAL		0.00	654.75	
INV0012085	Invoice	02/04/2022	D1S - RELIANCE DENTAL		0.00	266.64	
INV0012086	Invoice	02/04/2022	D2F RELIANCE DENTAL		0.00	171.60	
INV0012087	Invoice	02/04/2022	D2S RELIANCE DENTAL		0.00	16.52	
INV0012142	Invoice	02/18/2022	D1F - RELIANCE DENTAL		0.00	873.00	
INV0012143	Invoice	02/18/2022	D1S - RELIANCE DENTAL		0.00	206.04	
INV0012144	Invoice	02/18/2022	D2F RELIANCE DENTAL		0.00	85.80	
INV0012145	Invoice	02/18/2022	D2S RELIANCE DENTAL		0.00	49.56	
INV0012198	Invoice	02/18/2022	D1F - RELIANCE DENTAL		0.00	654.75	
INV0012199	Invoice	02/18/2022	D1S - RELIANCE DENTAL		0.00	266.64	
INV0012200	Invoice	02/18/2022	D2F RELIANCE DENTAL		0.00	171.60	
INV0012201	Invoice	02/18/2022	D2S RELIANCE DENTAL		0.00	16.52	
RELIANCE DENTA	Invoice	02/18/2022	RELIANCE DENTAL ADJ MARCH 2022		0.00	12.98	
RELIANCE DENTA	Credit Memo	02/18/2022	RELIANCE DENTAL ADJ MARCH COV		0.00	-2.00	
RELIANCE DENTA	Credit Memo	02/18/2022	RELIANCE DENTAL MARCH ADJ		0.00	-48.48	
RELIANCE DENTA	Invoice	02/18/2022	RELIANCE DENTAL MARCH COV 2022		0.00	678.64	
010331	RELIANCE STANDARD LIFE INSURANCE		03/07/2022	Regular	0.00	3,401.46	330302
INV0012021	Invoice	02/04/2022	AD&D		0.00	4.92	
INV0012039	Invoice	02/04/2022	GROUP LIFE GL164671		0.00	19.60	
INV0012040	Invoice	02/04/2022	POLICY: VAR203005 LTD		0.00	25.00	
INV0012041	Invoice	02/04/2022	LTD111646		0.00	713.67	
INV0012075	Invoice	02/04/2022	AD&D		0.00	6.41	
INV0012093	Invoice	02/04/2022	GROUP LIFE GL164671		0.00	25.66	
INV0012096	Invoice	02/04/2022	POLICY: VAR203005 LTD		0.00	7.50	
INV0012097	Invoice	02/04/2022	LTD111646		0.00	935.27	
INV0012135	Invoice	02/18/2022	AD&D		0.00	5.01	
INV0012153	Invoice	02/18/2022	GROUP LIFE GL164671		0.00	19.97	
INV0012154	Invoice	02/18/2022	POLICY: VAR203005 LTD		0.00	25.00	
INV0012155	Invoice	02/18/2022	LTD111646		0.00	682.55	
INV0012189	Invoice	02/18/2022	AD&D		0.00	6.49	
INV0012207	Invoice	02/18/2022	GROUP LIFE GL164671		0.00	25.82	
INV0012210	Invoice	02/18/2022	POLICY: VAR203005 LTD		0.00	7.50	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
INV0012211	Invoice	02/18/2022	LTD111646		0.00	873.12	
INV0012250	Invoice	02/18/2022	AD&D		0.00	0.01	
INV0012251	Invoice	02/18/2022	GROUP LIFE GL164671		0.00	0.03	
RELIANCE ADD A	Invoice	02/18/2022	RELIANCE ADD ADJ/MARCH COV 2022		0.00	17.93	
011688	CALIFORNIA STATE DISBURSEMENT UNIT		03/17/2022	Regular	0.00	683.06	330451
INV0012387	Invoice	03/18/2022	G69 - CASE #200000001704703		0.00	125.07	
INV0012388	Invoice	03/18/2022	G83 200000002140068		0.00	259.38	
INV0012389	Invoice	03/18/2022	G86 200000002241170		0.00	174.92	
INV0012443	Invoice	03/18/2022	G82 200000000935917		0.00	60.00	
INV0012444	Invoice	03/18/2022	G84 200000002177637		0.00	63.69	
011228	CALIFORNIA, STATE OF		03/17/2022	Regular	0.00	577.75	330452
INV0012445	Invoice	03/18/2022	G89 K THALER-STRANGE CASE NUMBER 6		0.00	577.75	
010553	ICMA RETIREMENT TRUST-457		03/17/2022	Regular	0.00	12,253.00	330453
INV0012383	Invoice	03/18/2022	DCI		0.00	3,122.00	
INV0012441	Invoice	03/18/2022	DCI		0.00	6,406.00	
INV0012447	Invoice	03/18/2022	DCI		0.00	2,500.00	
INV0012448	Invoice	03/18/2022	DCI		0.00	225.00	
010554	ICMA RETIREMENT TRUST-457 (PT)		03/17/2022	Regular	0.00	782.67	330454
INV0012406	Invoice	03/18/2022	PTR - PART TIME RETIREMENT		0.00	76.86	
INV0012464	Invoice	03/18/2022	PTR - PART TIME RETIREMENT		0.00	705.81	
011691	JENNIFER REYES-MACIAS		03/17/2022	Regular	0.00	300.00	330455
INV0012385	Invoice	03/18/2022	G15 - #D323100		0.00	300.00	
010515	MASS MUTUAL		03/17/2022	Regular	0.00	600.00	330456
INV0012440	Invoice	03/18/2022	DCH - GROUP #020024		0.00	600.00	
011191	ORTIZ, CLARA		03/17/2022	Regular	0.00	250.62	330457
INV0012386	Invoice	03/18/2022	G2 - CASE #D316066		0.00	250.62	
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION		03/17/2022	Regular	0.00	2,220.00	330458
INV0012373	Invoice	03/18/2022	AP-ASSOCIATION DUES		0.00	2,100.00	
INV0012429	Invoice	03/18/2022	AP-ASSOCIATION DUES		0.00	120.00	
010291	SEIU LOCAL 721		03/17/2022	Regular	0.00	642.22	330459
INV0012427	Invoice	03/18/2022	SEIU 998		0.00	86.25	
INV0012428	Invoice	03/18/2022	SEIU 998 - VOTING MEMBERS		0.00	502.50	
INV0012435	Invoice	03/18/2022	COMMITTEE ON POLITICAL EDUC.		0.00	53.47	
010898	UNITED WAY OF VENTURA COUNTY		03/17/2022	Regular	0.00	13.00	330460
INV0012422	Invoice	03/18/2022	UW - UNITED WAY		0.00	4.00	
INV0012482	Invoice	03/18/2022	UW - UNITED WAY		0.00	9.00	
010420	INTERNAL REVENUE SERVICE		03/09/2022	Bank Draft	0.00	50,305.96	991775
INV0012255	Invoice	02/18/2022	FEDERAL TAX		0.00	55.00	
INV0012256	Invoice	02/18/2022	MEDICARE		0.00	6.64	
INV0012315	Invoice	03/04/2022	FEDERAL TAX		0.00	19,635.43	
INV0012317	Invoice	03/04/2022	MEDICARE		0.00	6,603.92	
INV0012370	Invoice	03/04/2022	FEDERAL TAX		0.00	19,270.09	
INV0012371	Invoice	03/04/2022	MEDICARE		0.00	4,734.88	
011044	STATE OF CALIFORNIA - EDD		03/09/2022	Bank Draft	0.00	15,093.62	991776
INV0012254	Invoice	02/18/2022	STATE TAX		0.00	23.44	
INV0012314	Invoice	03/04/2022	STATE TAX		0.00	7,156.22	
INV0012369	Invoice	03/04/2022	STATE TAX		0.00	7,913.96	
014872	STATE OF CALIFORNIA EDD - SDI		03/09/2022	Bank Draft	0.00	1,537.80	991777
INV0012316	Invoice	03/04/2022	SDI		0.00	1,537.80	
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE		03/09/2022	Bank Draft	0.00	64,103.35	991778

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
CALPERS RETIRE	Invoice	03/04/2022	CALPERS RETIREMENT ADJ PR#03 03.04.2		0.00	0.05	
INV0012296	Invoice	03/04/2022	R24		0.00	1,057.56	
INV0012297	Invoice	03/04/2022	R24		0.00	1,643.75	
INV0012298	Invoice	03/04/2022	R27		0.00	1,196.24	
INV0012299	Invoice	03/04/2022	R27ER		0.00	1,859.29	
INV0012300	Invoice	03/04/2022	R54		0.00	162.00	
INV0012301	Invoice	03/04/2022	R54		0.00	247.05	
INV0012302	Invoice	03/04/2022	R58		0.00	2,223.27	
INV0012303	Invoice	03/04/2022	R58		0.00	3,390.48	
INV0012304	Invoice	03/04/2022	R62		0.00	7,612.48	
INV0012305	Invoice	03/04/2022	R62		0.00	8,559.79	
INV0012306	Invoice	03/04/2022	R72		0.00	792.48	
INV0012307	Invoice	03/04/2022	R72		0.00	800.40	
INV0012308	Invoice	03/04/2022	RP7		0.00	61.09	
INV0012309	Invoice	03/04/2022	RP7		0.00	94.95	
INV0012310	Invoice	03/04/2022	SB		0.00	66.03	
INV0012311	Invoice	03/04/2022	SCP		0.00	152.76	
INV0012312	Invoice	03/04/2022	SCP		0.00	102.40	
INV0012353	Invoice	03/04/2022	R21		0.00	165.87	
INV0012354	Invoice	03/04/2022	R21		0.00	257.81	
INV0012355	Invoice	03/04/2022	R30		0.00	3,351.08	
INV0012356	Invoice	03/04/2022	R30		0.00	8,370.27	
INV0012357	Invoice	03/04/2022	R52		0.00	236.93	
INV0012358	Invoice	03/04/2022	RMD		0.00	361.32	
INV0012359	Invoice	03/04/2022	R59		0.00	964.48	
INV0012360	Invoice	03/04/2022	R59		0.00	2,409.04	
INV0012361	Invoice	03/04/2022	R62		0.00	428.01	
INV0012362	Invoice	03/04/2022	R62		0.00	481.26	
INV0012363	Invoice	03/04/2022	R63		0.00	440.84	
INV0012364	Invoice	03/04/2022	R63		0.00	495.71	
INV0012365	Invoice	03/04/2022	R72		0.00	8,002.11	
INV0012366	Invoice	03/04/2022	R72		0.00	8,082.14	
INV0012367	Invoice	03/04/2022	SB		0.00	34.41	
013539	WAGE WORKS, INC.		03/02/2022	Bank Draft	0.00	1,412.74	991782
INV3492805	Invoice	03/02/2022	INV3492805		0.00	1,412.74	
011024	CALIFORNIA PUBLIC EMPLOYEE RETIREMENT S'		03/08/2022	Bank Draft	0.00	64,783.04	991783
INV0012023	Invoice	02/04/2022	ANTHEM SELECT DOUBLE		0.00	712.43	
INV0012024	Invoice	02/04/2022	ANTHEM SELECT FAMILY		0.00	1,805.59	
INV0012025	Invoice	02/04/2022	ANTHEM SELECT SINGLE		0.00	712.44	
INV0012047	Invoice	02/04/2022	PERS GOLD - COUPLE		0.00	2,351.12	
INV0012048	Invoice	02/04/2022	PERS GOLD - FAMILY		0.00	2,276.47	
INV0012049	Invoice	02/04/2022	PERS GOLD - SINGLE		0.00	1,028.62	
INV0012050	Invoice	02/04/2022	EMPLOYER #0251		0.00	706.02	
INV0012051	Invoice	02/04/2022	EMPLOYER #0251		0.00	2,771.38	
INV0012052	Invoice	02/04/2022	EMPLOYER #0251		0.00	2,471.08	
INV0012053	Invoice	02/04/2022	PERS PLATINUM - COUPLE		0.00	882.18	
INV0012054	Invoice	02/04/2022	PERS PLATINUM - FAMILY		0.00	1,146.84	
INV0012078	Invoice	02/04/2022	ANTHEM SELECT DOUBLE		0.00	712.43	
INV0012079	Invoice	02/04/2022	ANTHEM SELECT SINGLE		0.00	712.44	
INV0012080	Invoice	02/04/2022	BLUE SHIELD - SINGLE		0.00	371.35	
INV0012101	Invoice	02/04/2022	EMPLOYER #0251 FAMILY		0.00	1,170.29	
INV0012102	Invoice	02/04/2022	EMPLOYER #0251 SINGLE		0.00	450.11	
INV0012105	Invoice	02/04/2022	PERS GOLD - COUPLE		0.00	1,763.34	
INV0012106	Invoice	02/04/2022	PERS GOLD - FAMILY		0.00	2,292.36	
INV0012107	Invoice	02/04/2022	PERS GOLD - SINGLE		0.00	2,057.23	
INV0012108	Invoice	02/04/2022	EMPLOYER #0251		0.00	1,835.66	
INV0012109	Invoice	02/04/2022	EMPLOYER #0251		0.00	1,412.04	
INV0012110	Invoice	02/04/2022	PERS PLATINUM - COUPLE		0.00	882.18	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
INV0012137	Invoice	02/18/2022	ANTHEM SELECT DOUBLE		0.00	712.43	
INV0012138	Invoice	02/18/2022	ANTHEM SELECT FAMILY		0.00	1,805.59	
INV0012139	Invoice	02/18/2022	ANTHEM SELECT SINGLE		0.00	712.44	
INV0012161	Invoice	02/18/2022	PERS GOLD - COUPLE		0.00	2,351.12	
INV0012162	Invoice	02/18/2022	PERS GOLD - FAMILY		0.00	2,276.47	
INV0012163	Invoice	02/18/2022	PERS GOLD - SINGLE		0.00	1,028.60	
INV0012164	Invoice	02/18/2022	EMPLOYER #0251		0.00	706.02	
INV0012165	Invoice	02/18/2022	EMPLOYER #0251		0.00	2,771.38	
INV0012166	Invoice	02/18/2022	EMPLOYER #0251		0.00	2,471.04	
INV0012167	Invoice	02/18/2022	PERS PLATINUM - COUPLE		0.00	882.18	
INV0012168	Invoice	02/18/2022	PERS PLATINUM - FAMILY		0.00	1,146.84	
INV0012192	Invoice	02/18/2022	ANTHEM SELECT DOUBLE		0.00	712.43	
INV0012193	Invoice	02/18/2022	ANTHEM SELECT SINGLE		0.00	712.44	
INV0012194	Invoice	02/18/2022	BLUE SHIELD - SINGLE		0.00	371.35	
INV0012215	Invoice	02/18/2022	EMPLOYER #0251 FAMILY		0.00	1,170.29	
INV0012216	Invoice	02/18/2022	EMPLOYER #0251 SINGLE		0.00	450.11	
INV0012219	Invoice	02/18/2022	PERS GOLD - COUPLE		0.00	1,763.34	
INV0012220	Invoice	02/18/2022	PERS GOLD - FAMILY		0.00	2,292.36	
INV0012221	Invoice	02/18/2022	PERS GOLD - SINGLE		0.00	2,057.23	
INV0012222	Invoice	02/18/2022	EMPLOYER #0251		0.00	1,835.66	
INV0012223	Invoice	02/18/2022	EMPLOYER #0251		0.00	2,000.39	
INV0012224	Invoice	02/18/2022	PERS PLATINUM - COUPLE		0.00	882.18	
PERS ADJ HEALTH	Invoice	03/04/2022	PERS ADJ HEALTH MARCH COV. 2022		0.00	3,310.15	
PERS HEALTH ADJ	Credit Memo	02/18/2022	PERS HEALTH ADJ MARCH COV		0.00	-162.60	
011636	EMPLOYMENT DEVELOPMENT DEPT		03/10/2022	Bank Draft	0.00	60.00	991784
L1789177104 Q4	Invoice	03/09/2022	L1789177104 Q4 2021		0.00	60.00	
010420	INTERNAL REVENUE SERVICE		03/23/2022	Bank Draft	0.00	53,772.34	991785
INV0012424	Invoice	03/18/2022	FEDERAL TAX		0.00	21,236.14	
INV0012425	Invoice	03/18/2022	MEDICARE		0.00	5,013.60	
INV0012484	Invoice	03/18/2022	FEDERAL TAX		0.00	20,792.26	
INV0012486	Invoice	03/18/2022	MEDICARE		0.00	6,730.34	
011044	STATE OF CALIFORNIA - EDD		03/23/2022	Bank Draft	0.00	16,360.15	991786
INV0012423	Invoice	03/18/2022	STATE TAX		0.00	8,700.82	
INV0012483	Invoice	03/18/2022	STATE TAX		0.00	7,659.33	
014872	STATE OF CALIFORNIA EDD - SDI		03/23/2022	Bank Draft	0.00	1,551.26	991787
INV0012485	Invoice	03/18/2022	SDI		0.00	1,551.26	
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE		03/22/2022	Bank Draft	0.00	64,116.79	991788
ADJ/CALPERS PR#	Invoice	03/18/2022	ADJ/CALPERS PR#04 03.18.22		0.00	0.04	
INV0012407	Invoice	03/18/2022	R21		0.00	166.08	
INV0012408	Invoice	03/18/2022	R21		0.00	258.13	
INV0012409	Invoice	03/18/2022	R30		0.00	3,351.08	
INV0012410	Invoice	03/18/2022	R30		0.00	8,370.27	
INV0012411	Invoice	03/18/2022	R52		0.00	233.57	
INV0012412	Invoice	03/18/2022	RMD		0.00	356.20	
INV0012413	Invoice	03/18/2022	R59		0.00	964.48	
INV0012414	Invoice	03/18/2022	R59		0.00	2,409.04	
INV0012415	Invoice	03/18/2022	R62		0.00	428.01	
INV0012416	Invoice	03/18/2022	R62		0.00	481.26	
INV0012417	Invoice	03/18/2022	R63		0.00	442.16	
INV0012418	Invoice	03/18/2022	R63		0.00	497.19	
INV0012419	Invoice	03/18/2022	R72		0.00	7,982.83	
INV0012420	Invoice	03/18/2022	R72		0.00	8,062.69	
INV0012421	Invoice	03/18/2022	SB		0.00	35.34	
INV0012465	Invoice	03/18/2022	R24		0.00	1,057.56	
INV0012466	Invoice	03/18/2022	R24		0.00	1,643.76	
INV0012467	Invoice	03/18/2022	R27		0.00	1,116.97	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
INV0012468	Invoice	03/18/2022	R27ER		0.00	1,736.07	
INV0012469	Invoice	03/18/2022	R54		0.00	162.00	
INV0012470	Invoice	03/18/2022	R54		0.00	247.05	
INV0012471	Invoice	03/18/2022	R58		0.00	2,223.27	
INV0012472	Invoice	03/18/2022	R58		0.00	3,390.48	
INV0012473	Invoice	03/18/2022	R62		0.00	7,726.28	
INV0012474	Invoice	03/18/2022	R62		0.00	8,687.75	
INV0012475	Invoice	03/18/2022	R72		0.00	792.48	
INV0012476	Invoice	03/18/2022	R72		0.00	800.40	
INV0012477	Invoice	03/18/2022	RP7		0.00	67.79	
INV0012478	Invoice	03/18/2022	RP7		0.00	105.37	
INV0012479	Invoice	03/18/2022	SB		0.00	66.03	
INV0012480	Invoice	03/18/2022	SCP		0.00	152.76	
INV0012481	Invoice	03/18/2022	SCP		0.00	102.40	
013539	WAGE WORKS, INC.		03/09/2022	Bank Draft	0.00	432.88	991789
INV3511824	Invoice	03/09/2022	INV3511824		0.00	432.88	
013539	WAGE WORKS, INC.		03/16/2022	Bank Draft	0.00	747.59	991790
INV3538688	Invoice	03/16/2022	INV3538688		0.00	747.59	
013539	WAGE WORKS, INC.		03/23/2022	Bank Draft	0.00	265.68	991791
INV3560836	Invoice	03/23/2022	INV3560836		0.00	265.68	

Bank Code PY Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	120	25	0.00	51,742.27
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	134	14	0.00	334,543.20
EFT's	0	0	0.00	0.00
	254	**39**	**0.00**	**386,285.47**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	852	305	0.00	1,624,097.04
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	-159,491.47
Bank Drafts	136	16	0.00	634,284.00
EFT's	0	0	0.00	0.00
	988	**327**	**0.00**	**2,098,889.57**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	3/2022	2,098,889.57
			2,098,889.57

Fund Summary

Fund	Payment Amount
100 - GENERAL	510,940.16
104 - GENERAL FUND-MEASURE T	70,281.90
115 - GENERAL RECREATION PRO	3,205.13
206 - STORMWATER PROGRAM	473.46
226 - PARKLAND FACILITIES	213.88
280 - STATE GAS TAX	56,907.25
307 - DEPT OF PARKS & REC	1,026.00
311 - SLESF- COPS (AB1913)	137.63
314 - OFF OF TRAFFIC SFTY(OTS)	339.21
405 - AAA (AREA AGCY ON AGING)	4,059.40
412 - AMERICAN RESCUE PLAN	10,054.20
450 - HUD- CDBG	6.82
500 - HILLSBOROUGH OPEN SPACE	300.00
503 - GHAD-GEO HAZ ABATE DIST	3,384.25
504 - HARVEST CFD EA1	5,372.00
600 - REFUSE RESERVE	2,168.13
610 - SEWER	600,602.20
620 - WATER	194,802.97
702 - EQUIPMENT MAINTENANCE	31,769.43
800 - MISC DEPOSITS	441,998.93
803 - HARDING PARK TRUST	19,038.89
Grand Total:	**1,957,081.84**

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: FISCAL YEAR 2022-2023 SENATE BILL 1 PROJECT LIST

Date: April 20, 2022

Agenda Item: 10.C

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 7394 approving the Fiscal Year 2022-2023 Project List for Senate Bill 1 (Road Repair and Accountability Act of 2017) Road Maintenance and Rehabilitation Account Funding.

BACKGROUND:

On April 28, 2017, the Governor signed Senate Bill 1 (SB 1), Road Repair and Accountability Act of 2017, to address transportation funding shortfalls statewide. SB 1 established a Road Maintenance and Rehabilitation Account (RMRA) in the State Transportation Fund. A portion of the RMRA funds are distributed on a monthly basis to the City for basic road maintenance, rehabilitation, and critical safety projects on local streets and road systems. For Fiscal Year 2021-2022, the City of Santa Paula is estimated to receive $699,591 from the RMRA.

ANALYSIS:

SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. In order to be eligible for RMRA funding this year, the City must adopt a resolution approving the list of projects to receive RMRA funding in Fiscal Year 2022-2023.

On December 15, 2021 the City Council approved plans and specifications for the Harvard Boulevard Water and Sewer Pipeline Replacement and Paving Rehabilitation Project (Project). The Project contemplates the replacement of 9,000 lineal feet of new water main, 8,000 lineal feet of sewer main and 725,000 square feet of pavement on Harvard Boulevard over an 18-month period.

Extensive portions of the City's streets will be affected by the water and sewer main replacement along Harvard Boulevard, and a comprehensive program of paving rehabilitation is projected to occur in coordination with the completion of water and sewer work. This effort has been identified as occurring in coordination with the required utility work, and associated roadway repairs have been programmed and identified in project plans.

For FY 2022/2023, staff recommends that the funding be applied towards constructing pavement rehabilitation improvements associated with the Harvard Boulevard Water and Sewer Pipeline Replacement and Paving Rehabilitation Project. Project design has been completed and the project is in the process of bid advertisement and award. This funding only applies to the pavement portion of the project.

STRATEGIC PLAN:

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

Economic Development

Objective 10: Create a welcoming environment to attract “drive-by” or “pass-through” traffic by identifying or building out key locations, access points and traffic circle islands where murals, landscaping, wayfinding signage or decorative fencing can be utilized.

The improved roadway surface and safety improvements will potentially attract drive-by and pass-through traffic to visit the Harvard Boulevard business corridor.

The rehabilitation of Harvard Boulevard improves the quality of the visitor experience in this business corridor for drive-by and local resident traffic alike.

Infrastructure, Transportation & Mobility

Objective 1: Improve and maintain pedestrian systems through a Sidewalk Maintenance Plan, which includes expanded efforts on annual sidewalk maintenance, repair, and ADA improvements.

The project will provide repairs and upgrades to curb ramps for disabled access throughout the project corridor.

FISCAL IMPACTS:

By approving the SB 1 Project List for FY 2022-2023, the City will meet the criteria necessary to receive its annual allocation of funding for the fiscal year, anticipated to be approximately $699,591.

OPTIONS:

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

1. Do not approve the Fiscal Year 2022-2023 Project List for Senate Bill 1 that will address needed road improvement funding for the Harvard Boulevard Water and Sewer Pipeline Replacement and Paving Rehabilitation Project. This action would create a budget shortfall and delay the completion of the project.

ATTACHMENTS:

Exhibit A - Resolution 7394.pdf

EXHIBIT A

Resolution No. 7394

RESOLUTION NO. 7394

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-2023 TO BE FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

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

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

A. Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law in April 2017. SB 1 is intended to address the significant multi-modal transportation funding shortfalls statewide by funding basic road maintenance, rehabilitation and critical safety needs on the City's local streets and roads;

B. In order to be eligible for funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1,the City must adopt resolution approving a list of projects proposed to receive fiscal year funding to the California Transportation Commission. The list of project must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement;

C. The City will receive an estimated $699,591 in RMRA funding in Fiscal Year 2022-2023 from SB 1.

D. This is the sixth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1.

E. The City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list.

F. The City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment.

SECTION 2: The City Council hereby approves the SB 1 Project List for RMRA funds provided in Attachment A.

SECTION 4: The City Manager or his/her designee, is hereby authorized to execute all documents necessary to implement and secure any and all funds the may become available to the City from the RMRA.

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

PASSED AND ADOPTED this _____ day of April, 2022.

_____
Jenny Crosswhite, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____
John C. Cotti, City Attorney

APPROVED AS TO CONTENT:

_____
Dan Singer, City Manager

Attachment A: SB 1 Project List: FY 22/23

STREET NAME	FROM	TO
Harvard Blvd	Peck Road	10th Street

Proposed Project: Harvard Boulevard from Peck Road to 10th Street Pavement Rehabilitation Project.

Project Type: Road Reconstruction and Rehabilitation

Project Description: This project consists of the reconstruction and rehabilitation of Harvard Boulevard between Peck Road and 10th Street for FY 22/23. This includes slurry seal and repaving.

Project Location: Major reconstruction and rehabilitation to be performed on 1.9 miles of Harvard Boulevard on the southwest side of the city.

Estimated Completion Date: June 2023

Estimated Useful Life: 15 – 20 years

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Travis Walker, Chief of Police

Subject: SECOND READING TO ADOPT ORDINANCE NO. 1315 ADOPTING A MILITARY EQUIPMENT USE POLICY PURSUANT TO AB 481

Date: April 20, 2022

Agenda Item: 10.D

RECOMMENDATION:

Staff recommends the City Council: Conduct a second reading to Adopt Ordinance No. 1315 directing the Police Department to adopt a "Military Equipment" policy pursuant to AB 481.

BACKGROUND:

At their April 6th, 2022 meeting the City Council waived the first reading and introduced Ordinance No. 1315 (Exhibit A), adopting a military equipment use policy for the Police Department pursuant to AB 481.

AB 481 requires adoption of the Policy before the law enforcement agency can take action to request military equipment as defined by the statute; seek funds (such as grants or in-kind donations) for acquiring military equipment; actually acquire military equipment, either permanently or temporarily by owning, borrowing, or leasing; collaborate with other law enforcement agencies to deploy or use military equipment in the agency's territorial jurisdiction; use new or existing military equipment in a manner not previously subject to AB 481's scope; solicit or respond to a proposal for, or enter into an agreement with, any person or entity to seek funds for, apply for, acquire, use, or collaborate in using military equipment; or to acquire military equipment through any other means not specifically detailed in the statute.

ANALYSIS:

On September 30, 2021 Governor Newsom signed a series of policing reform legislation items into law. These laws are aimed at increasing police transparency, and AB 481 in particular requires law enforcement agencies to adopt a military equipment use policy prior to taking certain actions relating to the funding, acquisition, or use of military equipment as defined by the law. Santa Paula Police Department Policy No. 705, governing "Military Equipment," is attached hereto as Exhibit A (the "Policy"). The Policy must be adopted by ordinance at a regular meeting of the governing body for that agency (i.e., the City Council)

AB 481 requires adoption of the Policy before the law enforcement agency can take action to request military equipment as defined by the statute; seek funds (such as grants or in-kind donations) for acquiring military equipment; actually acquire military equipment, either

permanently or temporarily by owning, borrowing, or leasing; collaborate with other law enforcement agencies to deploy or use military equipment in the agency's territorial jurisdiction; use new or existing military equipment in a manner not previously subject to AB 481's scope; solicit or respond to a proposal for, or enter into an agreement with, any person or entity to seek funds for, apply for, acquire, use, or collaborate in using military equipment; or to acquire military equipment through any other means not specifically detailed in the statute.

To continue to use military equipment acquired prior to January 1, 2022, the law enforcement agency must commence the process of adopting the Policy no later than May 1, 2022.

In accordance with AB 481, the proposed Policy will be made available on the Santa Paula Police Department's website at least 30 days prior to the public hearing by the City Council to adopt the Policy. Once adopted, the Policy will be made publicly available on the Police Department's website for as long as the covered military equipment is available for use.

In accordance with AB 481, the Policy is being agendized as an open session item at a regular meeting of the City Council, and public comment on the item will be allowed in accordance with the Brown Act.

This Ordinance shall be reviewed by the City Council at least annually, and based on an annual military equipment report that must be submitted to the City Council pursuant to AB 481, the City Council shall determine whether each type of military equipment identified in the report has complied with the standards for continued approval. If the City Council cannot make such a determination, it shall either disapprove a renewal of the authorization for that type of equipment, or require modifications to the Policy in a manner to resolve the lack of compliance.

The recommended ordinance (Attachment A to this City Council Report) reflects the final language for the ordinance amendment and the ordinance is now presented to the City Council for adoption.

STRATEGIC PLAN:

Not Applicable.

FISCAL IMPACTS:

These new unfunded mandates will place new obligations on staff and add costs for publication of the annual report and workshop, but no other direct fiscal impacts are associated with this item.

OPTIONS:

Conduct a second reading to Adopt Ordinance No. 1315 directing the Police Department to adopt a "Military Equipment" policy pursuant to AB 481.

ATTACHMENTS:

AB 481 Ordinance Final.pdf
Military_Equipment Policy (Final).pdf

AB481 Inventory.xlsx

ORDINANCE NO. 1315

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA, CALIFORNIA ADOPTING A MILITARY EQUIPMENT USE POLICY PURSUANT TO AB 481

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

SECTION 1. The City Council finds and declares that:

A. On September 30, 2021 Governor Newsom signed a series of policing reform legislation items into law. These laws are aimed at increasing police transparency, and AB 481 in particular requires law enforcement agencies to adopt a military equipment use policy prior to taking certain actions relating to the funding, acquisition, or use of military equipment as defined by the law. Santa Paula Police Department Policy No. 705, governing "Military Equipment," is attached hereto as Exhibit A (the "Policy"). The Policy must be adopted by ordinance at a regular meeting of the governing body for that agency (i.e., the City Council).

B. AB 481 requires adoption of the Policy before the law enforcement agency can take action to request military equipment as defined by the statute; seek funds (such as grants or in-kind donations) for acquiring military equipment; actually acquire military equipment, either permanently or temporarily by owning, borrowing, or leasing; collaborate with other law enforcement agencies to deploy or use military equipment in the agency's territorial jurisdiction; use new or existing military equipment in a manner not previously subject to AB 481's scope; solicit or respond to a proposal for, or enter into an agreement with, any person or entity to seek funds for, apply for, acquire, use, or collaborate in using military equipment; or to acquire military equipment through any other means not specifically detailed in the statute.

C. To continue to use military equipment acquired prior to January 1, 2022, the law enforcement agency must commence the process of adopting the Policy no later than May 1, 2022.

D. In accordance with AB 481, the proposed Policy will be made available on the Santa Paula Police Department's website at least 30 days prior to the public hearing by the City Council to adopt the Policy. Once adopted, the Policy will be made publicly available on the Police Department's website for as long as the covered military equipment is available for use.

E. In accordance with AB 481, the Policy is being agendized as an open session item at a regular meeting of the City Council, and public comment on the item will be allowed in accordance with the Brown Act.

F. This Ordinance shall be reviewed by the City Council at least annually, and based on an annual military equipment report that must be submitted to the City Council pursuant to AB 481, the City Council shall determine whether each type of military equipment identified in the report has complied with the standards for continued

approval. If the City Council cannot make such a determination, it shall either disapprove a renewal of the authorization for that type of equipment, or require modifications to the Policy in a manner to resolve the lack of compliance.

SECTION 2. *Findings.* Pursuant to Government Code § 7071(d)(1), as may be amended or renumbered from time to time, the City Council hereby makes the following findings in support of its adoption of the Policy:

A. The military equipment identified in the Policy is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

B. The proposed Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

C. If the Police Department purchases military equipment pursuant to the Policy, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

D. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

SECTION 3. *Military Equipment Use Policy Adopted.* In light of the findings in Section 2, and in accordance with AB 481, the City Council hereby adopts Santa Paula Police Department Policy No. 705, entitled "Military Equipment," attached hereto as Exhibit "A" and incorporated by this reference.

SECTION 4. *Severability.* Each of the provisions of this Ordinance is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. *Environmental Assessment*. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 6. *City Clerk Certification.* The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

SECTION 7. *Effective Date.* This ordinance shall take force and effect thirty (30) days after its adoption.

PASSED, APPROVED, AND ADOPTED this 20th day of April, 2022.

JENNY CROSSWHITE, MAYOR

ATTEST:

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

John C. Cotti, City Attorney

Military Equipment

705.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

705.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department, in this case the Santa Paula City Council.

Military equipment – Includes but is not limited to the following:

(a) Unmanned, remotely piloted, powered aerial or ground vehicles.

(b) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.

(c) High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.

(d) Tracked armored vehicles that provide ballistic protection to their occupants.

(e) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

(f) Weaponized aircraft, vessels, or vehicles of any kind.

(g) Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.

(h) Firearms and ammunition of_.50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.

(i) Specialized firearms and ammunition of less than_.50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue handguns.

(j) Any firearm or firearm accessory that is designed to launch explosive projectiles.

(k) Noise-flash diversionary devices and explosive breaching tools.

(l) Munitions containing tear gas or Oleoresin Capsicum (Pepper Spray), excluding standard, service-issued handheld pepper spray.

(m) TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).

(n) Kinetic energy weapons and munitions.

(o) Any other equipment as determined by a governing body or a state agency to require additional oversight.

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705.2 POLICY

It is the policy of the Santa Paula Police Department that its members comply with the provisions of Government Code § 7071 with respect to military equipment.

705.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police will designate a member of the Department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying Department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Santa Paula Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.

2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the Department's website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

705.4 MILITARY EQUIPMENT INVENTORY

The attachment to this policy section constitutes a list of qualifying "military equipment" for the Department.

SEE ATTACHMENT: MILITARY EQUIPMENT INVENTORY.PDF

705.5 APPROVAL

The Chief of Police or his/her authorized designee shall obtain approval from the governing body, by way of an ordinance, adopting the military equipment policy. As part of the approval process, the Chief of Police or his/her authorized designee shall ensure the proposed military equipment

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policy is submitted to the governing body, and is available on the Department's website at least thirty (30) days prior to any public hearing concerning the military equipment at issue (Government Code § 7071).

The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

705.6 COORDINATION WITH OTHER JURISDICTIONS

This policy recognizes the need for agencies to provide assistance to each other, whether in ongoing combined or regional operations, occasional planned operations, or in exigent circumstances. Where applicable to the provisions of Government Code § 7070 through § 7075, such assisting agencies should comply with their respective military equipment use policies when rendering assistance.

705.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or his/her authorized designee will submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

(a) A summary of how the military equipment was used and the purpose of its use.

(b) A summary of any complaints or concerns received concerning the military equipment.

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(c) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(d) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(e) The quantity possessed for each type of military equipment.

(f) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

The Chief of Police or his/her authorized designee shall also make each annual military equipment report publicly available on the Department's website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

705.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

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Type	Armored vehicle	Mobile command post vehicle
Description	(1)Black armored, wheeled vehicle MRAP. Agency Name markings and red/blue lights. Equiped with a siren. Can hold a driver and nine passengers. (2)Tan Armored, wheeled vehicle MRAP ATV. Agency name markings, can hold a driver three passengers.	5th Wheel style trailer
Quatity	2	1
Capabilities	Armor rated to .50 cal.	Mobile Field Command capabilities du
Expected lifespan	20 yrs.	15 yrs.
Manufacturer's description	Four-wheeled, diesel engine-powered personnel carrier with ballistic glass and armor rated to .50 cal.	

Purpose and authorized uses	To provide for the safe transport, security, and rescue of agency personnel and citizens in high-risk incidents or national disasters.	Provides incident managers the ability to coordiante and manage police resources during incidents.
Fiscal impact	N/A aquired through military surplus program	$2,000 annual maintenance
Legal and procedural rules	Policy	N/A
Required training	Class A drivers license	In-House training
Compliance mechanisms	Operational use with approval from Executive Command Staff or exigent circumstances	

Breaching shotgun	CS chemical agent	Flameless OC	CS chemical agent
Mossberg 500 12 gauge shotgun designed to fire frangible breaching rounds	Spede Heat CS	Flameless Expulsion OC	Defense Technology 40mm short range CS chemical agent round
3	10	5	10
Capable of defeating locks and deadbolts on doors and gates	2.9 oz of active agent	.02 oz. of active agent	
20 yrs.	5 yrs.	5 yrs.	5 yrs.
Royal Arms is the original inventor, as well as oldest manufacturer of: Breaching Stand-Off Device, 12 Gauge Breaching Shotgun, Copper & Clay Frangible Breaching Rounds	High volume device with continuous burn as it expels its payload in approximately 20-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom.	The OC Flameless Expulsion Device is a compact, non-pyrotechnic, chemical agent device that provides safe expulsion without risk of fire. It is safe to use inside of a residence. Unlike pyrotechnical grenades, this device s contents are expelled upon actuation of a CO2 cartridge that will affect a confined area of approximately 1500 square feet.	

Allows officers to safely and effectively breach doors and gates during high-risk search warrant services and hostage rescues.	Less lethal tool used to compel violent/ armed and barricaded suspects from vehicles and structures when the circumstances are too hazardous for officers to enter. May also be used to disperse large, violent and, riotous crowds. Verbal warnings should procede its use when feasible.	Less lethal tool used to compel violent/ armed and barricaded suspects from vehicles and structures when the circumstances are too hazardous for officers to enter. May also be used to disperse large, violent and, riotous crowds. Verbal warnings should procede its use when feasible.	Less lethal chemical agent designed to compel large, violent and, riotous crowds to disperse from an outdoor area. Verbal warnings should proceed its use when feasible. Designed as a chemical agent dispersal tool and not an impact weapon.
Tactical Team personnel are authorized to use the breaching shotgun after receiving the required training and have shown the ability to utilize the tool safely and competently. Tactical Team personnel must recieve annual recertification and qualification.	Tactical Team personnel responsible for formulating chemical agent plans must attend California POST certified chemical agent school and must recertify every three years. Tactical Team officers may deploy chemical agents during high-risk tactical operations after attending a chemical agents course taught by a POST certified instructor. Officers must qualify annually.	Tactical Team personnel responsible for formulating chemical agent plans must attend California POST certified chemical agent school and must recertify every three years. Tactical Team officers may deploy chemical agents during high-risk tactical operations after attending a chemical agents course taught by a POST certified instructor. Officers must qualify annually	Tactical Team personnel responsible for formulating chemical agent plans must attend California POST certified chemical agent school and must recertify every three years. Tactical Team officers may deploy chemical agents during high-risk tactical operations after attending a chemical agents course taught by a POST certified instructor. Officers must qualify annually
Operational use under the review of the Tactical Team Commander or appropriate team supervisor	Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700

CS chemical agent	OC chemical agent	CS chemical agent	CS chemical agent 40 MM
Defense Technology Triple Chaser CS	Defense Technology OC Stinger	Defense Technology triple chaser Riot Control CS	Defense Technology CS ferret
25	20	25	16
3.2 oz of active payload		3.2 oz of CS agent	
5 yrs.	5 yrs.	5 yrs.	5 yrs.
The Triple-Chaser® CS consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time.	The Stinger® OC Device is a maximum effect device that delivers four stimuli for psychological and physiological effects: rubber pellets, light, sound, and OC. The Stinger Device is most widely used as a crowd management tool by Law Enforcement and Corrections. The Stinger Grenade has an initial 1.5 second delay that initiates fuze assembly separation, followed by another .5 second delay before the blast which is sufficient to project the rubber balls and chemical agent in a 50 foot radius	Designed specifically for outdoor use in crowd control situations, the Riot Control Grenade is a high volume continuous burn canister that expels its payload in approximately 20 - 40 seconds. I	It is non-burning and designed to penetrate barriers. Primarily used to dislodge barricaded subjects, it can also be used for area denial.

Less lethal chemical agent designed to compel large, violent and, riotous crowds to disperse from an outdoor area. Verbal warnings should proceed its use when feasible. Designed as a chemical agent dispersal tool and not an impact weapon.	Less lethal chemical agent / impact weapon /LSDD designed to compel large, violent and, riotous crowds to disperse from an outdoor area. Verbal warnings should proceed its use when feasible. Designed as a chemical agent dispersal tool and not an impact weapon.	Less lethal chemical agent designed to compel large, violent and, riotous crowds to disperse from an outdoor area. Verbal warnings should proceed its use when feasible. Designed as a chemical agent dispersal tool and not an impact weapon.	Less lethal tool used to compel violent/ armed and barricaded suspects from structures when the circumstances are too hazardous for officers to enter. Verbal warnings should procede its use when feasible.
Tactical Team personnel responsible for formulating chemical agent plans must attend California POST certified chemical agent school and must recertify every three years. Tactical Team officers may deploy chemical agents during high-risk tactical operations after attending a chemical agents course taught by a POST certified instructor. Officers must qualify annually	Tactical Team personnel responsible for formulating chemical agent plans must attend California POST certified chemical agent school and must recertify every three years. Tactical Team officers may deploy chemical agents during high-risk tactical operations after attending a chemical agents course taught by a POST certified instructor. Officers must qualify annually	Tactical Team personnel responsible for formulating chemical agent plans must attend California POST certified chemical agent school and must recertify every three years. Tactical Team officers may deploy chemical agents during high-risk tactical operations after attending a chemical agents course taught by a POST certified instructor. Officers must qualify annually	Tactical Team personnel responsible for formulating chemical agent plans must attend California POST certified chemical agent school and must recertify every three years. Tactical Team officers may deploy chemical agents during high-risk tactical operations after attending a chemical agents course taught by a POST certified instructor. Officers must qualify annually
Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700

OC vapor 40 MM	OC / CS vapor	Light sound diversionary device
Defense Technology ferret	Defense Technology Tri Chamber Flameless CS /OC	Defense Technology (DEFTEC)
24	18	11
Designed for indoor use. OC is released in a vapor form	.70 oz of agent. Designed for indoor use. CS chemical agents are released in a vapor form	Produces 6-8 candela of light and 175db of sound.
5 yrs.	5 yrs.	
The Defense Technology OC Vapor Aerosol Device is for law enforcement and corrections use to deliver a high concentration of Oleoresin Capsicum (OC) in a powerful mist.	A unique device delivering an invisible vapor and rendering an intense respiratory effect. Provides best results when used indoors and requires no personal decontamination.	

Less lethal tool used to compel violent/ armed and barricaded suspects from structures and vehicles when the circumstances are too hazardous for officers to enter. Verbal warnings should procede its use when feasible.	Less lethal tool used to compel violent/ armed and barricaded suspects from structures and vehicles when the circumstances are too hazardous for officers to enter. Verbal warnings should procede its use when feasible.	The light sound diversionary device (flash bang) is a less lethal device used during high-risk search warrants, arrests of armed and violent suspects and, during hostage rescues. An intense bright light and loud noise are created temporarily overwhelming a suspect's senses which may potentially prevent a suspect from harming officers.
Tactical Team personnel responsible for formulating chemical agent plans must attend California POST certified chemical agent school and must recertify every three years. Tactical Team officers may deploy chemical agents during high-risk tactical operations after attending a chemical agents course taught by a POST certified instructor. Officers must qualify annually	Tactical Team personnel responsible for formulating chemical agent plans must attend California POST certified chemical agent school and must recertify every three years. Tactical Team officers may deploy chemical agents during high-risk tactical operations after attending a chemical agents course taught by a POST certified instructor. Officers must qualify annually	All authorized personnel must attend a user's course taught by a POST certified instructor and complete a qualification. Personnel must qualify annually.
Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700

Light sound diversionary device	Light sound diversionary device	Patrol Rifles	40 MM Launcher
Defense Technology (DEFTEC) Low roll	Royal Arms Internantional 12 gauge flash bang	Colt AR-15 rifle variants	Defense Technology breach loading single shot 40 MM Launcher
10	25	58	7
Produces 6-8 candela of light and 175 db of sound.	Reusable LSDD using 12 gauge blanks.	The Colt Enhanced Patrol Rifle (EPR) is the next evolution in the world's most dependable, thoroughly field-tested patrol rifle.	
This is a non-bursting, non-fragmenting multi-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high risk arrest situations.	This is a non-bursting, non-fragmenting multi-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high risk arrest situations.	.223 / 5.56 caliber rifle	The 40LMTS is a tactical 40mm single shot launcher that features a folding stock and an adjustable Integrated Front Grip (IFG) with a light rail. The Ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two point sling attachment. The 40LMTS will fire standard 40mm Less Lethal ammunition, up to 4.8 inches in cartridge length. This weapon is NOT designed to fire 40mm High Velocity HE ammunition. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/sighting systems.

The light sound diversionary device (flash bang) is a less lethal device used during high-risk search warrants, arrests of armed and violent suspects and, during hostage rescues. An intense bright light and loud noise are created temporarily overwhelming a suspect's senses which may potentially prevent a suspect from harming officers.	The light sound diversionary device (flash bang) is a less lethal device used during high-risk search warrants, arrests of armed and violent suspects and, during hostage rescues. An intense bright light and loud noise are created temporarily overwhelming a suspect's senses which may potentially prevent a suspect from harming officers.		Used to fire rounds to compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
		$1,100 per unit	$996.00 per unit
All authorized personnel must attend a user's course taught by a POST certified instructor and complete a qualification. Personnel must qualify annually.	This type of LSDD is non explosive and therefore all personnel can deploy if they have attended a user's course taught by a qualified instructor and complete a qualification. Personnel must qualify annually.	Initial orientation course including qualification; annual recertificaiton including qualificaiton.	Initial orientation course including qualification; annual recertificaiton including qualificaiton.
Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700

40mm kinetic energy projectiles	40mm kinetic energy projectiles	40mm kinetic energy projectiles
40mm, foam-tipped kinetic energy projectile fired from an agency-authorized 40mm launcher.	40mm, Extended range OC projectile fired from an agency-authorized 40mm launcher.	40mm, extended range kinetic energy projectile fired from an agency-authorized 40mm launcher.
26	10	26
Operartional range 10-40 meters.	Operartional range 10-70 meters.	Operartional range 10 70 meters
5 yrs.	5 yrs.	5 yrs.
40mm foam-tipped projectile capable of travelling 250 fps to a maximum range of 100 feet.	40mm foam and OC tipped projectile capable of travelling 250 fps to a maximum range of 100 feet.	The eXact iMpact 40 mm Sponge Round is a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consisting of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40 mm launcher s rifled barrel. The round utilizes smokeless powder as the propellant, and, therefore, have velocities that are extremely consistent. Used for Crowd Control, Patrol, and Tactical Applications.

To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
20.94 per unit		
Initial orientation course including qualification; annual recertificaiton including qualificaiton.	Initial orientation course including qualification; annual recertificaiton including qualificaiton.	Initial orientation course including qualification; annual recertificaiton including qualificaiton.
Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700

40mm kinetic energy projectiles
40mm, Extended range marking projectile fired from an agency-authorized 40mm launcher.
9
Operartional range 10-70 meters
5 yrs.
The 40 mm Direct Impact® LE Extended Range Round is a point-of-aim, point-of-impact direct-fire round and is intended to be used in applications that exceed the performance capability of the standard Direct Impact Round. An excellent solution whether you need to incapacitate a single subject or control a crowd. When loaded with a green marking agent, the Direct Impact LE can be used to indicate the aggressor in a crowd or riot situation to the team on the ground

To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Initial orientation course including qualification; annual recertificaiton including qualificaiton.
Use is subject to policies 300,303,305,404, and 700

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: CANYON BOOSTER PUMP UPGRADE PROJECT

Date: April 20, 2022

Agenda Item: 10.E

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Professional Services Agreement with Huitt-Zollars for the Canyon Booster Pump Upgrade Project design services in the amount of $154,720 in a form approved by the City Attorney.

BACKGROUND:

The City of Santa Paula owns, operates and maintains the Canyon Booster Pump Station. The Booster Pump Station is located off State Highway 150 north of Bridge Road. The existing single pump at the station serves as a means to transfer water from the 600 Zone to the 900 Zone to fill the 0.5 million gallon (MG) Case Tank. The maximum capacity of the single pump is 137gpm.

In 2021 the State Division of Drinking Water (DDW) performed an inspection of the City's water distribution facilities, and noted in their Sanitary Survey that the piping associated with the Canyon Booster Station was in poor condition and the single pump provided for no redundancy in the event of electrical failure. The existing booster pump is over twenty years old, and the Station does not possess any redundancy relative to a secondary pump or provisions for backup power or emergency generator connection. Further, staff has noted that the pumping equipment leaks, constantly requires maintenance, and has no protection from exposure to weather and potential vandalism.

ANALYSIS:

Due to the deteriorating condition of the booster pump station and the necessity to comply with the DDW Sanitary Survey, Staff is recommending replacement and redesign of the Canyon Booster Pump Station to include a backup booster pump and provisions for emergency generator connection for power reliability during periods of planned and unplanned power interruption by SCE.

The new booster system will include two new vertical multi-stage pumps, suction/discharge piping and appurtenances, electrical provision including a stationary backup generator,

SCADA equipment, site work, and a canopy or enclosure to protect the new equipment. To maintain access clearance to the irrigation reservoir, the new pump will be placed on the road side of the existing pump. A retaining wall will be designed to support the road slope and protect the equipment.

Upon reviewing the proposal and interviewing Huitt-Zollars, Staff has concluded that Huitt-Zollars has the necessary qualifications to prepare the engineering documents. Staff recommends Council approval of the Professional Services Agreement with Huitt-Zollars for Canyon Booster Pump Project design services as described above for $154,720.

STRATEGIC PLAN:

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

FISCAL IMPACTS:

The Professional Services Agreement for CIP Project #9234, Canyon Booster Pump Upgrade design will be funded from the Water Enterprise Fund. The proposed fee is consistent with the adopted FY 2021-2022 CIP Budget. Staff will create a budget adjustment, at the City Manager approval level, to move an allocation of $154,270 from 620-5-9234-660 to 620-5-9234-290.

OPTIONS:

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

1. Do not authorize the City Manager to execute a professional services agreement for design services with Huitt-Zollars for the Canyon Booster Pump Upgrade Project. This will delay necessary repair and reliability improvements for the Canyon Booster Pump Station and risk non-compliance with State Regulations.

ATTACHMENTS:

Exhibit A - Huitt-Zollars' Professional Services Agreement.pdf

EXHIBIT A

Huitt-Zollars' Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND HUITT-ZOLLARS, INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this 21st day of April, 2022, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and Huitt-Zollars, Inc.,), with its principal place of business at 90 E. Thousand Oaks, Blvd., Suite 201, Thousand Oaks, CA 91360 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional services for Engineering Design of New Station at Canyon Booster Pump ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional accessibility consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from April 21, 2022 to June 30, 2023, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Hundred Fifty Four Thousand Seven Hundred Twenty Dollars and no cents ($154,720.00) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3 Responsibilities of Consultant.

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

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the

professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

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

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

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

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub consultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and sub consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub

consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all sub consultants and sub-sub consultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

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

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

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

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

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all

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

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

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

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

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

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

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

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other

exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall

not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of

liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

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

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

3.4 Labor Code Requirements.

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

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

and require the same of any sub consultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any sub consultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any sub consultant.

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the

respective parties may provide in writing for this purpose:

Consultant: Huitt-Zollars, Inc.
90 E. Thousand Oaks Blvd., Ste. 201
Thousand Oaks, CA 91360
Attn: Kevin Carter, Vice President

City: City of Santa Paula
PO Box 569
Santa Paula, CA 93061
ATTN: Clete Saunier, Public Works Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND HUITT-ZOLLARS, INC.

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
John Cotti,
City Attorney

Attested By:

_____
Julie Latshaw
City Clerk

Huitt-Zollars, Inc.

By: _____

Its: _____

Printed Name: _____

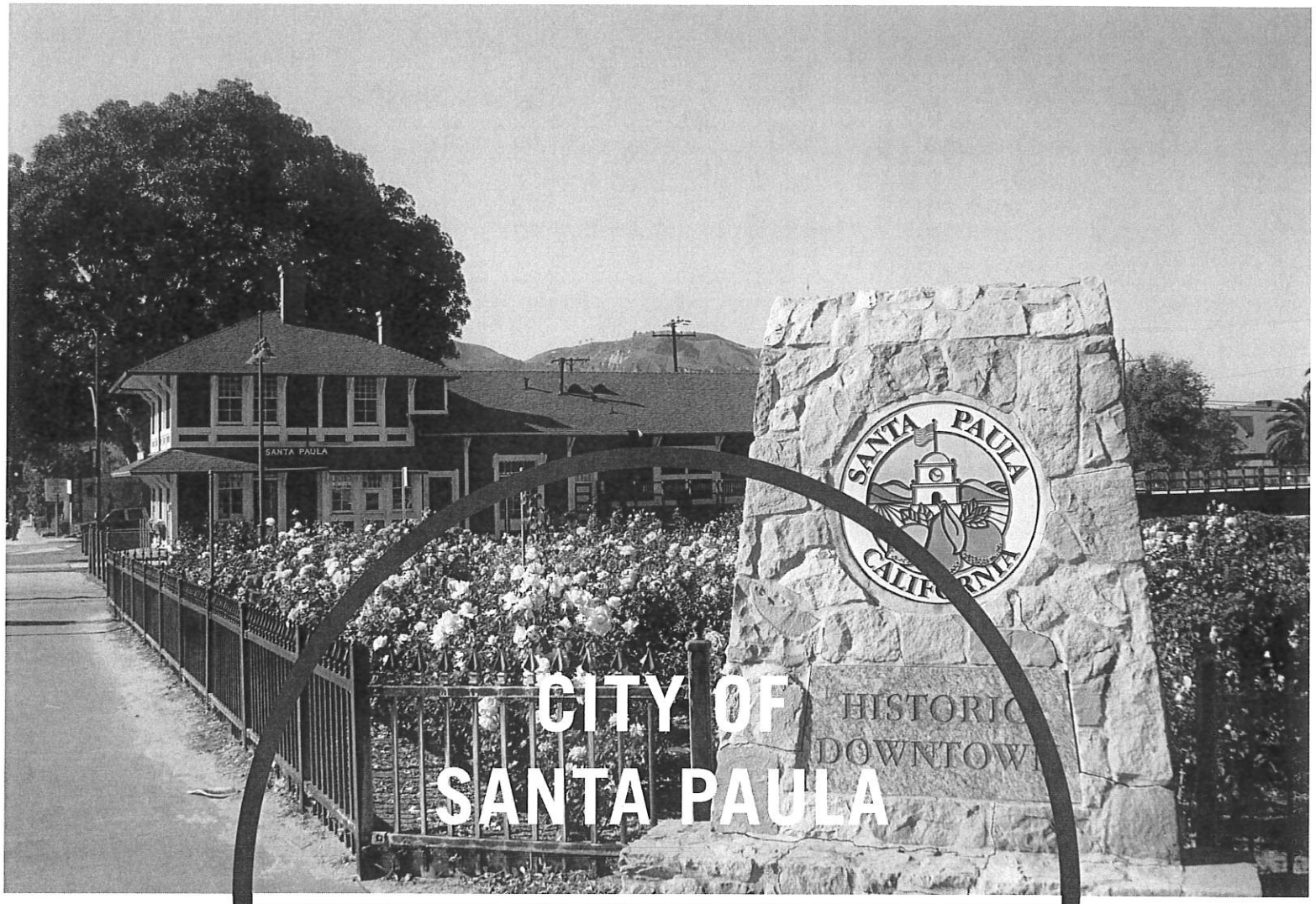
By: _____

Its: _____

Printed Name: _____

FED TAX ID: ____

EXHIBIT "A AND B"



CITY OF SANTA PAULA

ENGINEERING DESIGN FOR NEW STATION AT CANYON BOOSTER PUMP

FEBRUARY 19, 2021

PREPARED BY:

HUITT-ZOLLARS

HUITT-ZOLLARS

HUITT-ZOLLARS, INC. ı 90 E. Thousand Oaks Blvd. ı Suite 201 ı Thousand Oaks, CA 91360-5757 ı 805.418.1802 phone ı 805.418.1819 fax ı huitt-zollars.com

February 19, 2021

City of Santa Paula
Robert P. Woodward, PE
Interim City Engineer
Public Works Department
866 E. Main Street
Santa Paula, CA 93060

Subject: Request for Proposal for Engineering Design of New Station at Canyon Booster Pump

Dear Mr. Woodward,

Huitt-Zollars, Inc is pleased to submit our Statement of Qualifications to the City of Santa Paula for Engineering Design of a New Station at Canyon Booster Pump. Based on our local experience and project portfolio, Huitt-Zollars is the most qualified firm to support the City of Santa Paula with this specific project. Huitt-Zollars is a multi-discipline engineering, survey, planning, and architecture consulting firm with four offices in southern California with 100 dedicated professionals able to provide the City of Santa Paula with timely and high-quality services. We also have an additional 400 professionals throughout our other 16 offices that can support the project on a moment's notice.

Huitt-Zollars has expertise in multiple sizes of stations of booster pumps across the country. Our engineers have completed similar projects for the firm throughout multiple states, including a similar project they are currently working on for the City of Irvine.

The Thousand Oaks office will manage this project and perform the majority of the work. Kevin Carter, our Principal-in-Charge, will be the point of contact for the City and will be able to be on site at a moment's notice. We operate like a small, local engineering firm, focusing on our clients' needs by providing highly responsive service. When the project dictates, we have the backing and support of over 500 technical staff company-wide, including 100 in southern California. The majority of this project will be completed with Huitt-Zollars staff.

With Huitt-Zollars, you will have available to you:

- A team of engineers and designers that understand the local community and all types of booster pumps.
- A project manager with over 30 years of experience with a variety of projects.
- A firm that values communication, quality and service.

This RFQ is signed by a Vice President of our firm with authority to bind the company. This submittal is valid for 90 days. Thank you for your consideration and we look forward to the opportunity to partner with the City of Santa Paula.

Sincerely,
Huitt-Zollars, Inc.



Kevin C. Carter, PE
Vice President & Managing Principal

CITY OF SANTA PAULA

REQUEST FOR PROPOSAL (RFP)
FOR
ENGINEERING DESIGN OF NEW STATION AT CANYON BOOSTER PUMP

PROPOSALS ARE DUE: Not later than 4:00 PM on Thursday, December 31, 2020, at the Public Works Department at 866 E. Main Street, Santa Paula, CA 93060.

The City of Santa Paula (City) is inviting engineering and professional firms to submit a Proposal to be considered to provide engineering design of new station at Canyon booster pump ("Services"), which shall be provided under the general direction of the Public Works Director or his designee.

One (1) original and three (3) copies and one (1) electronic file in PDF format (USB) of their proposal shall be submitted to the following address:

City of Santa Paula
Robert P. Woodward PE
Interim City Engineer
Public Works Department
866 E. Main Street
Santa Paula, CA 93060

RESPONSES RECEIVED AFTER THE TIME AND DATE STATED ABOVE SHALL BE RETURNED TO THE SENDER. The response shall include a copy of this form and be signed by the firm's authorized representative.

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

Huitt-Zollars	90 E. Thousand Oaks Blvd., Suite 201 Thousand Oaks, CA 91360
Company	Address
Kevin Carter, PE	
Name (Print)	Signature
805.418.1802	Vice President
Company Phone No.	Title

Addendum No. 1
December 28, 2020

ADDENDUM No. 1

ENGINEERING DESIGN OF NEW STATION AT CANYON BOOSTER PUMP

THIS ADDENDUM HAS BEEN PREPARED TO CLARIFY, MODIFY, DELETE, OR ADD TO THE DRAWINGS AND/OR SPECIFICATIONS FOR THE ABOVE REFERENCED PROJECT. THE ITEMS LISTED HEREIN SUPERSEDE DESCRIPTIONS PRIOR TO THE DATE LISTED ABOVE. ALL CONDITIONS NOT SPECIFICALLY REFERENCED HERE SHALL REMAIN THE SAME.

Upon receipt, sign one copy of this addendum and return it with your bid.

This addendum revises the proposed project schedule, as follows:

- Release RFP: **12/10/20** (actual)
- Deadline for initial field walks: **12/23/20** (actual)
- Distribution of existing as-built plans: **TBD**
- Deadline for receiving questions: **1/22/21**
- Proposal package due by: **1/29/21 at 4:00 pm**
- Interview, if needed: **Week of 2/1/21**
- Consultants Notified/Selection: **No later than week of 2/8/21**

APPROVED AS TO FORM AND CONTENT:

Date: 12/28/2020

Robert P. Woodward PE
Interim City Engineer

RECEIPT ACKNOWLEDGEMENT

Receipt of Addendum No. 1, ENGINEERING DESIGN OF NEW STATION AT CANYON BOOSTER PUMP is hereby acknowledged.

Date: January 26, 2021

Contractor Signature

Huitt-Zollars, Inc.
Company Name

Addendum No. 2
January 12, 2021

ADDENDUM No. 2

ENGINEERING DESIGN OF NEW STATION AT CANYON BOOSTER PUMP

THIS ADDENDUM HAS BEEN PREPARED TO CLARIFY, MODIFY, DELETE, OR ADD TO THE DRAWINGS AND/OR SPECIFICATIONS FOR THE ABOVE REFERENCED PROJECT. THE ITEMS LISTED HEREIN SUPERSEDE DESCRIPTIONS PRIOR TO THE DATE LISTED ABOVE. ALL CONDITIONS NOT SPECIFICALLY REFERENCED HERE SHALL REMAIN THE SAME.

Upon receipt, sign one copy of this addendum and return it with your bid.

This addendum issues existing as-built documents, as follows:

- Release RFP: **12/10/20** (actual)
- Deadline for initial field walks: **12/23/20** (actual)
- Distribution of as-built plans: **1/12/21** (actual, enclosed)
  - Files: Canyon Domestic Water Project (2 pages), Drawing No.41 (1 page), Drawing No.47 (1 page)
- Deadline for receiving questions: **1/22/21**
- Proposal package due by: **1/29/21 at 4:00 pm**
- Interview, if needed: **Week of 2/1/21**
- Consultants Notified/Selection: **No later than week of 2/8/21**

APPROVED AS TO FORM AND CONTENT:

Date: 1/12/2021

Robert P. Woodward PE
Interim City Engineer

RECEIPT ACKNOWLEDGEMENT

Receipt of Addendum No. 2, ENGINEERING DESIGN OF NEW STATION AT CANYON BOOSTER PUMP is hereby acknowledged.

Date: January 26, 2021

Contractor Signature

Huitt-Zollars, Inc.
Company Name

Addendum No. 3
January 27, 2021

ADDENDUM No. 3

ENGINEERING DESIGN OF NEW STATION AT CANYON BOOSTER PUMP

THIS ADDENDUM HAS BEEN PREPARED TO CLARIFY, MODIFY, DELETE, OR ADD TO THE DRAWINGS AND/OR SPECIFICATIONS FOR THE ABOVE REFERENCED PROJECT. THE ITEMS LISTED HEREIN SUPERSEDE DESCRIPTIONS PRIOR TO THE DATE LISTED ABOVE. ALL CONDITIONS NOT SPECIFICALLY REFERENCED HERE SHALL REMAIN THE SAME.

Upon receipt, sign one copy of this addendum and return it with your bid.

This addendum issues an updated scope of services document, revises the deadline for receiving questions, and revises the final proposal package due date as follows:

- Release RFP: **12/10/20** (actual)
- Deadline for initial field walks: **12/23/20** (actual)
- Distribution of as-built plans: **1/12/21** (actual)
  - Files: Canyon Domestic Water Project (2 pages), Drawing No.41 (1 page), Drawing No.47 (1 page)
- Distribution of updated scope of services document: **1/27/21** (actual)
  - 3-page document enclosed
- Revised deadline for receiving questions: **2/12/21**
- Proposal package due by: **2/19/21 at 4:00 pm**
- Interview, if needed: **Week of 2/22/21**
- Consultants Notified/Selection: **No later than week of 3/1/21**

APPROVED AS TO FORM AND CONTENT:

Date: 1/27/2021

Robert P. Woodward PE
Interim City Engineer

RECEIPT ACKNOWLEDGEMENT

Receipt of Addendum No. 3, ENGINEERING DESIGN OF NEW STATION AT CANYON BOOSTER PUMP is hereby acknowledged.

Date: January 28, 2021

Contractor Signature

Huitt-Zollars, Inc.
Company Name

EXHIBIT C

A CERTIFICATION OF NON-COLLUSION

Made to: City of Santa Paula

(a) By submitting this proposal, each proposer and each person signing on behalf of any firm certifies, and in the case of a joint proposal, each party therefore certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

(1) The fees and terms in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such fees and terms with any other proposer or with any other competitor; and

(2) Unless otherwise required by law, the fees and terms which have been quoted in this proposal have not been knowingly disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and

(3) No attempt has been made by the proposer or will be made to induce any other persons, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.

Kevin Carter, PE | Vice President	
Printed Name and Title	**Signature**
Huitt-Zollars, Inc.	805.418.1802
Name of Firm/Company/Corporation	**Telephone Number**
90 E. Thousand Oaks Blvd., Suite 201	Thousand Oaks, CA 91360
Street Address	**City, State, Zip**
kcarter@huitt-zollars.com	January 26, 2021
Email Address	**Date**

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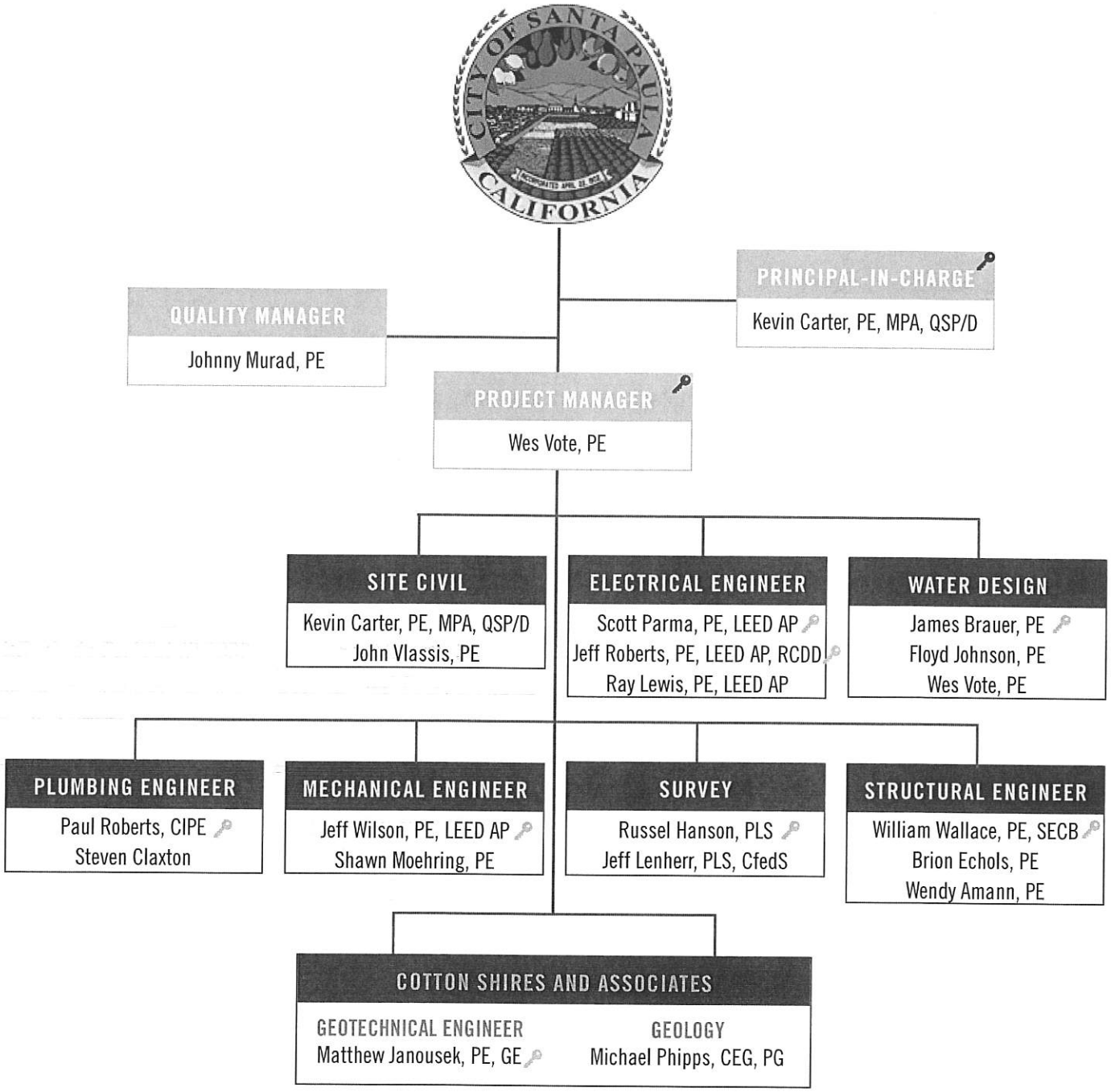
4. Public Works Contractor Registration Certification 25

5. Itemized Pricing 26

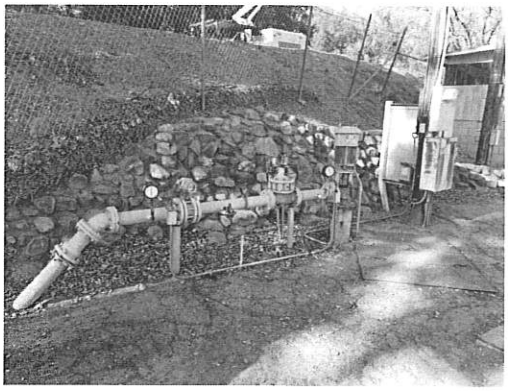
6. Schedule 28

2 PROPOSED STAFFING AND **ORGANIZATION**

Huitt-Zollars has over 500 staff across 20 offices and is capable of staffing any size project. As a full-service multi-disciplinary firm, we are also capable of supporting our subconsultants (DBE, SBE, local, or other) with their work. We are currently working with many different subconsultants and will add them to this project should the need arises. We will do this by using consultants we know or specialty consultants from the City's on-call short list. We are currently working on projects with project teams as small as two and as large as 15 with capacity for much larger teams. We promise to provide the staff necessary to complete this project within the budget and schedule.



UNDERSTANDING OF **SCOPE**

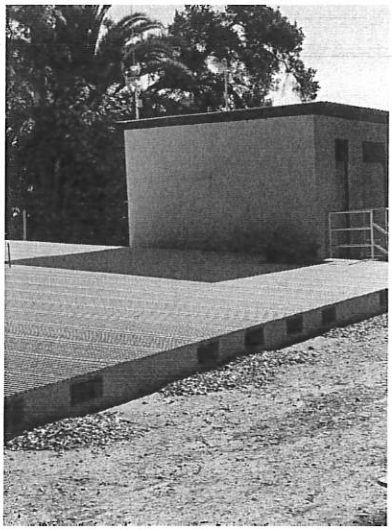


The main objective of the project is to provide a new booster pump station and replace the existing booster pump station at the Canyon Booster Pump Station. The booster pump site is located in the local irrigation district parcel in the northeast corner of Ojai Road and Bridge Street. Ojai Road is designated State Route 150 by Caltrans. It is our understanding there is no formal agreement between the City and the irrigation district for the joint use at this time.

The existing booster pump transfers City water from the 600 zone to the 900 zone and a 0.5 MG 'Case" tank. The booster pump is over twenty years old and does not possess any redundancy, backup or emergency generator connection, and is currently leaking. The station appears to have a relatively new SCADA system that may be salvageable and/or scalable.

The new booster system will include two new vertical multi-stage pumps, suction/discharge piping and appurtenances, electrical provision including mobile generator plug-in, SCADA equipment, site work, and a canopy or enclosure to protect the new equipment. To maintain access clearance to the irrigation reservoir, the new pump will be placed on the road side of the existing pump. To facilitate this a retaining wall will be needed to support the road slope. The retaining wall will become part of the canopy/enclosure structure. To minimize impacts to the water lines, we anticipate the wall will be a CIDH Caisson Wall.

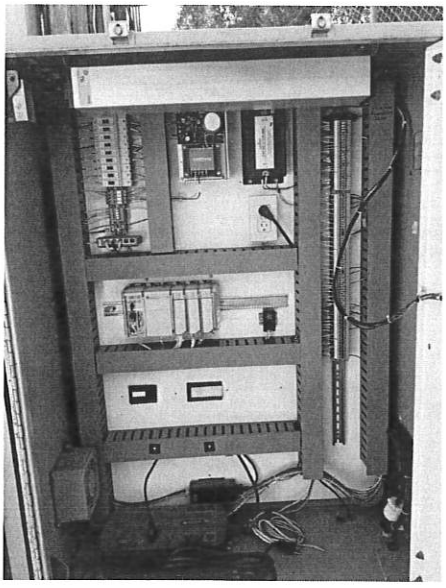
PROJECT **APPROACH**



The Huitt-Zollars team will perform site visits as necessary, perform a topographic survey, evaluate all existing equipment, and develop and produce all required engineering construction plans, technical specifications, and construction estimates. The Huitt-Zollars Team will attend meetings, respond to comments, obtain necessary approvals, and assist the City with the bidding and construction administration of the project. Based on the information we have at this time, we believe all the work can be constructed within the boundary of the irrigation parcel and will not infringe on Caltrans right-of-way, and therefore will not require a Caltrans permit.

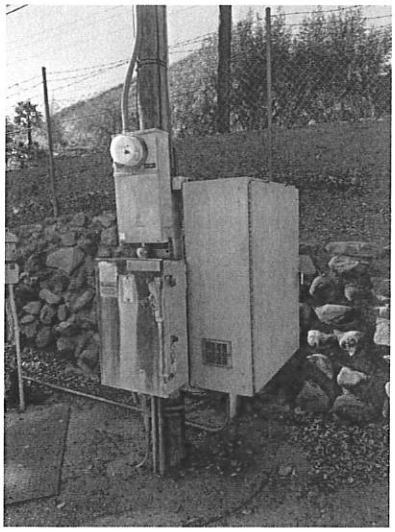
FIELD DESIGN **SURVEY**

1.1 Boundary Survey and Centerline Monument Recovery: Huitt-Zollars will research at the County of Ventura, Public Works for survey records information and will calculate a "record" centerline alignment to be used for the initial centerline monument recovery survey. Huitt Zollars will then calculate the centerline alignment based on the location of those found monuments and ties. Huitt Zollars will also perform field work to recover enough monuments to establish a boundary of the property based on existing record maps. The Basis of Bearings will be on California State Plane Coordinates.



1.2 Design Survey: Huitt-Zollars will provide design survey from Bridge Road north along the site access road to existing facility and collect utilities, hardscape, trees, AC, dirt shots & fences from the edge of pavement of Ojai Road to the closest edge of the reservoir.

1.3 Survey Assumptions: The City will provide a preliminary title report and grand deed for the property. A Caltrans Permit will not be required for survey. No separate plat maps or legal descriptions are included.



PRELIMINARY (30% AND 50%) AND FINAL (100%) **DESIGN**

Our team will begin the project first with thorough site visits and a detailed review of existing record drawings, to determine what existing system components remain, their condition, system deficiencies, and overall site conditions, including drainage, SCADA, power availability and security issues. Upon completion of the field investigation, we will provide the City with Site Specific Report identifying areas of concern. Once the City approves the Site Specific Report we will begin preparing the Technical Memorandum and 30% conceptual plans. We will move forward utilizing the following disciplines and phases in order to submit 60%, 90%, and Final plan and specifications to the City for approval.

2.1 Site Design: Huitt-Zollars will provide a much-improved overall site plan for the new station. We will identify appropriate access areas and parking areas to ensure adequate operation and maintenance access is achieved, including appropriate security improvements and lighting.

2.2 Site Electrical Improvements / SCADA: Our team will evaluate the entire existing site to verify code compliance, required service upgrades, evaluating / sizing the appropriate VFD's for the new station, as well as making recommendations for adding VFD's to the existing treatment system. This will allow the City to operate the system with a wider range and allow more flexibility. We will analyze the use of a potential capacitor bank in the event of power outages. Lastly, we will work with the City's operations staff to determine appropriate SCADA and security upgrades.

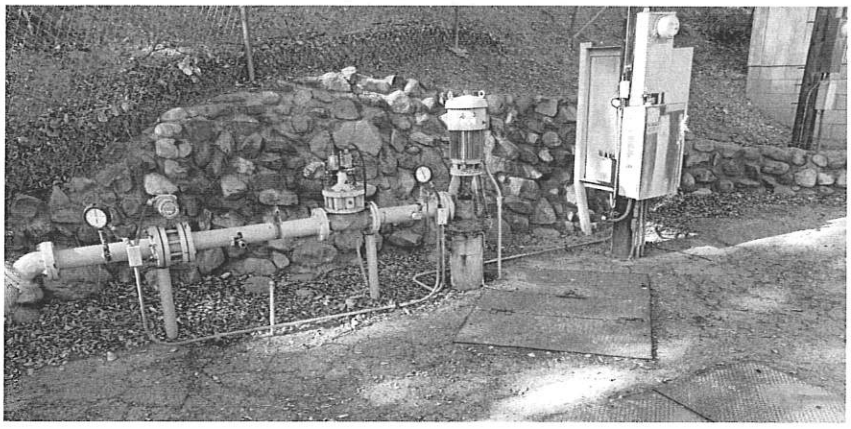
2.3 Structural Report: Huitt-Zollars will design a new slab design for the pre-manufactured canopy.

2.4 Geotechnical Report: Cotton Shires and Associates will perform onsite soil borings to determine the type and condition of the existing soil to appropriately design foundations, footings, and slabs for potential structures.

CONSTRUCTION PERIOD **SUPPORT**

Huitt-Zollars will support the City as needed, as requested, during the bidding and construction process, including responding to Requests for Information, review of submittals, field reviews, punch list review, commissioning, and project closeout. This work will be performed on a time and materials basis to reflect the level of effort required/requested.

It is essential to have a team knowledgeable in designing and equipping pump stations. Huitt-Zollars has a strong history in this area completing projects for the U.S. Military and local jurisdictions across the country. We successfully maintain great working relationships with agencies, suppliers, contractors and clients. Our team, led by Wes Vote, Project Manager, has a vast amount of experience designing and equipping pump stations throughout the southwest United States.





WES **VOTE**, PE
project manager



Wes Vote has more than 20 years of civil engineering experience focusing on water and wastewater infrastructure, planning, and design. He is experienced in the design of wastewater collection systems and odor control including gravity sewer mains, lift stations, force mains, vacuum transmission systems, and low-pressure transmission systems. He is also experienced in the design of wastewater treatment facilities requiring secondary and tertiary levels of treatment, including advanced filtration systems in order to meet Class 1A effluent. Vote is very knowledgeable in computer modeling of both water and wastewater systems, including the analysis of multiple lift stations discharging to a common force main. He is also experienced in the design and conveyance of water systems including water distribution/ transmission lines, booster stations, and pressure reducing stations. In addition to fluid transport, Vote has extensive experience in designing and equipping deep wells for potable consumption as well as designing water treatment facilities.

years of experience
23 years

education
BS, Civil Engineering - University of New Mexico

registration
Professional Civil Engineer: New Mexico #16920

PROJECT EXPERIENCE

Ottowi Booster Station and Transmission Main – *Los Alamos, NM*
As Client Manager, Vote was responsible for planning, design, and construction of a replacement booster station and pipeline for the existing Ottowi Booster No. 1 pumping station including environmental clearances, right-of-way determinations, and easement acquisition. The required water system improvements included locating and sizing a future booster station site; modeling the future station after the existing Ottowi No. 2 Booster Station; designing the pump station building; providing piping layout, electrical, structural, and architectural features; designing approximately 7,600 linear feet of 14-inch HDPE transmission main; demolishing the existing booster building; and abandoning / removing the existing transmission main as required.

Southern and Nicklaus Pressure Reducing Station – *Rio Rancho, NM*
As Project Manager and Design Engineer, Vote was responsible for construction document preparation for a 14-inch and 6-inch by-pass pressure reducing station for the Cabezon development in Rio Rancho. This project utilized the first installation of HDPE pipe for the CORR within their water distribution/ transmission system.

Well 10A Site Improvements – *Rio Rancho, NM*
As Project Manager, Vote was responsible for development of construction drawings for roadway, drainage, and utility improvements for 9th Avenue, adjacent to the Well 10A site. The primary purpose of the project was to adjust the vertical alignment of 9th Avenue to provide improved access to the Well 10A site and the new Booster Station 10/Arsenic Treatment Facility/Reservoir 10B site. Adjustment of the 9th Avenue vertical alignment required modifications to the existing drainage system(s) in the Well 10A vicinity, as well as vertical and horizontal adjustment to existing and proposed water lines in the project vicinity.

7.8 MGD Wastewater By-Pass Lift Station and Force Main Preliminary Design Report – *Rio Rancho, NM*
As Design Engineer, Vote was responsible for evaluating alternative route alignments, pumping requirements, and site improvements necessary for diverting total flow from Wastewater Treatment Plant No. 1 to Wastewater Treatment Plant No. 2 in Rio Rancho.

KEVIN **CARTER**, PE

principal-in-charge



years of experience
31 years

education
MS, Public Administration - California State University at Northridge

BS, Civil Engineering - University of California at Berkely

registration
Professional Civil Engineer: California #44665

State Water Quality QSP/QSD: California #20884

Kevin Carter has over 30 years of experience in civil engineering and has managed, planned, designed, and supervised major public works projects including road alignments, parking lots, bridges, parks, and drainage facilities. He has developed section work plans, organized design team work schedules, assisted with budget preparation, and managed consultants, contractors, and construction projects.

PROJECT EXPERIENCE

Solar Canopies at Municipal Service Center – *Thousand Oaks, CA*
As Principal-in-Charge, Carter oversaw the preparation of plans, specifications and estimates and will be providing bid and construction phase support for the construction of two solar canopies for the City of Thousand Oaks Municipal Services Center. Elements of design include architecture, structural, site civil and electrical disciplines. The solar canopies provide shelter against the elements for fleet vehicles and provide the majority of current and future electric fleet of vehicles (i.e., buses, cars, and trucks) with renewable solar energy.

Gold Coast Transit District O&M Facility – *Oxnard, CA*
Kevin was the project manager for this 18-acre facility development. Engineering services include grading and drainage design, concrete and asphalt pavement design, storm water treatment with two separate basins, and off-site improvements including traffic signal modification. Kevin provided construction support including field observations of construction activities, coordinating with subconsultants in every discipline, and acting as liaison with the city.

Omnitrans On-Call (Electric Bus Charging) – *San Bernardino & Montclair, CA*
Carter is the project manager for the Huitt-Zollars' on-call contract with OmniTrans. This project includes plans, specifications, and estimates for the installation of two ABB power cabinets and four depot charge boxes at the West Valley and two ABB power cabinets and five depot charge boxes at the East Valley Operations & Maintenance Facilities. The Huitt-Zollars team is providing survey, utility research, and electrical engineering for both locations. The work was part of Southern California Edison's Charge Ready Transport Program and significant coordination is required with Southern California Edison.

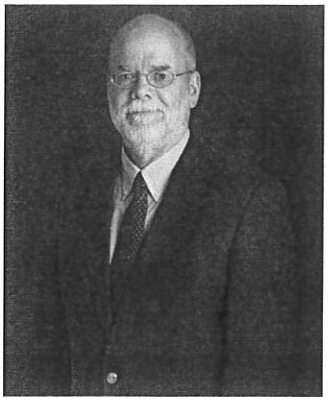
Doran Pump Station – *Glendale, CA*
Carter was the Public Works Project Manager for the upgrade of the pump station. The work included approximately 300 LF of cast in-place pipe lining of an existing 16-inch Vitrified Clay Pipe, the completion of 12-inch PVC, concrete mortar lined and painted welded steel emergency bypass pipeline; the refurbishment of the Doran Pump Station (replacing pumps, motors, discharge piping, gen-set, electric switchgear, fans and adding a bathroom), and the procurement of a trailer mounted mobile generator set equipped with a pump and davit.

Oxnard Village Multi-Use Path – *Oxnard, CA*
Carter is the Principal-in-Charge for a one-mile long multi-use path (MUP) through the 60-acre Oxnard Village development. The path, designed for both pedestrian and bicycle users, is being constructed in three phases, including a bridge over Oxnard Boulevard to connect to the existing MUP at the Esplanade. The master planning is complete for all phases and the phase 1 construction documents are 90% complete. The MUP design includes coordination with the landscape architect and special pavement treatments at street crossings.

Oxnard On-Call A/E Services – *Oxnard, CA*
As part of an on-call contract, Carter has been the project manager for five task orders which include: reroofing of warehouse building, including metal roofing over trash operations and flat roof over office portions; repair of 3/8" metal around trash pit holes in floor of trash transfer station; reroofing of Colonia Gym roof; and review of contractor submittal for gangway plans & design to replace gangways.

JAMES **BRAUER**, PE

water design



years of experience
37 years

education
BS, Civil Engineering - University of Texas at Austin

registration
Professional Engineer: Texas #66466; New Mexico #15639

Jim Brauer has 37 years of environmental engineering experience focusing on local and regional water and wastewater infrastructure planning and design. He has been the primary author and project manager for numerous large-scale regional planning documents as well as the engineer in responsible charge for the planning and design of reuse water and transmission lines, booster stations, storage tanks, and pressure reducing stations; gravity wastewater collection systems, wastewater lift stations, and wastewater treatment facilities – ranging from individual on-site septic systems to secondary and tertiary levels of treatment. Brauer is experienced in computer modeling of water and wastewater systems using Haestad Methods (Bentley Systems) WaterCAD™ software.

PROJECT EXPERIENCE

Well No. 6, 6.0 MGD Pump Station and 16-InchTransmission Main with Water System Modeling – *Rio Rancho, NM*
Brauer served as Project Manager and Design Engineer for design and construction document preparation for a 6.0 MGD (4,200-gpm) water booster station consisting of three 250-hp vertical centrifugal pumps in association with approximately 10,000 feet of 16-inch water transmission main.

Well No. 10, 12.0 MGD Pump Station and 24-Inch Transmission Main with Water System Modeling – *Rio Rancho, NM*
As Project Manager, Brauer was responsible for design and construction documents for a 12 MGD (8,333-gpm) water booster station consisting of three 200-hp variable drive vertical centrifugal pumps and 25,000 feet of 24-inch water transmission main. This project involved developing a water model showing service capabilities of the system as it related to providing water to two separate reservoir systems and service areas.

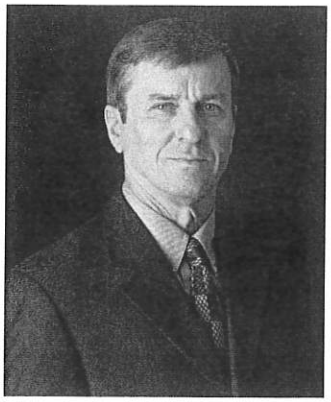
Bibo Wastewater Lagoon and Lift Station Design, Cibola County Public Works Department – *Seboyeta, NM*
Brauer was the Project Manager and Design Engineer for a new 130-gpm lift station serving the Bibo/Seboyeta communities north of Laguna, New Mexico. The lift station serves as a collection point for the combined communities from which wastewater is pumped to a new evaporative lagoon system that replaces a failing existing lagoon system. A three-pond evaporative lagoon system with a design capacity of 30,000-gpd was designed and constructed for the project. Total effective surface area of the lagoons is ten acres.

Texas EDAP Wastewater System Improvements – *Primera, TX*
Brauer was a member of the design team that prepared construction documents for the recommended wastewater improvements in Primera, which included approximately 60,000 feet of gravity wastewater lines, approximately 36,000 feet of wastewater force main, and ten wastewater lift stations. His involvement included design of the ten lift stations and associated force mains. As part of the design process, Brauer developed Excel spreadsheets to evaluate current and future system operating parameters and utilized Haestad Methods WaterCad™ water system modeling software to optimize pump selection for each of the lift stations. He was also responsible for preparation of the operation and maintenance manual for the system.

Unit 17 Lift Station Design and Force Main System Modeling – *Rio Rancho, NM*
As Design Engineer, Brauer provided construction documents for a duplex submersible 250-gpm wastewater lift station to serve a portion of Unit 17 in Rio Rancho. Project included system modeling using Haestad Methods® WaterCAD software to evaluate effects of connecting discharge force main to an existing force main system.

SCOTT **PARMA**, PE, LEED AP

electrical engineer



years of experience
39 years

education
Bachelor of Science, Electrical Engineering - Texas A&M University

registration
Professional Electrical Engineer: Texas #75690

LEED Accredited Professional

Scott Parma's engineering experience includes power distribution, electrical systems analysis, system planning, electrical system design, and construction administration. He has completed a wide array of facilities projects in the utility, transportation, municipal, infrastructure, and commercial sectors of construction. His main expertise is in medium-and low-voltage power systems design and analysis. He also has experience in lighting, telecommunications, and fire alarm system design. He is the senior generator expert for the company.

PROJECT EXPERIENCE

Orange County Great Park Ponds 4 & 5 Design improvements – *Irvine, CA*
The City of Irvine requested Huitt-Zollars to work with them to address the challenges that were encountered by the maintenance division during the operation of the water infrastructure for Ponds 4 and 5. The design was planned to run utilities through the existing equalization pipes between the two ponds to avoid trenching across the wall structure. The current remote operations to replenish recycled water to Ponds 4 and 5, and irrigate from Ponds 4 and 5 require that multiple pinch valves be automatically triggered from a SCADA control system. Due to the complexity of the system, the maintenance division currently operates each valve manually. Both the SCADA control system and pressure-sustaining valves are now going to be decommissioned and a simple logic board linked to level sensors will be implemented. Huitt-Zollars' responsibilities include Research and Field Investigation; Schematic Design Plans; Construction Documents including improvement plans, technical specifications, and estimates; Bid support, construction administration, and record drawings; and Meetings and project administration. Parma is providing electrical engineering services.

Fort Bliss Hospital Pump Station Project – *El Paso, TX*
Huitt-Zollars prepared construction documents for a 1.0 MG composite elevated storage tank; 2 – 1.0 MG steel welded above ground storage tanks; 2,500 lf of 16-inch transmission line; and a rate of flow building. Pumping facilities include three 150 HP, line shaft vertical turbine pumps. Each pump will be rated for 2,000 GPM at 210 feet TDH. The station will be capable of pumping at a rate of ±4,000 GPM with any two pumps operating. Elevated Storage Tank a composite, concrete pedestal and welded steel bowl elevated tank with 1.0 MG of capacity is also being provided remote to the site. The tank has a high water level of 4149.5' msl which is 154' above the base. The distribution system is expected to maintain system pressures between 60 and 75 psi throughout. The elevated tank is connected to a 16" main running from a booster pump station a main distribution area. The booster pumps and controls will be backed up with an emergency generator. Parma was the Electrical Engineer of Record.

Riverside National Cemetery Design-Build, Phase 5 – *Riverside, CA*
Utility infrastructure includes two water quality treatment basins, a stormwater reuse pump system, a flood storage basin, and underground storm drain; domestic water, sewer, and recycled irrigation water systems, and irrigation storage lake; electrical and communications systems extension. Huitt-Zollars is the Lead Consultant and is providing architectural, engineering, surveying, and construction administration services for this Design-Build project.

Generator Replacement at Region VII Headquarters Building - *Austin, TX*
Parma was the Designer of Record for the addition of a 125 kW emergency generator at the Department of Public Safety Capitol station Facility. He provided all design work for the generator, an automatic transfer switch, load bank connection enclosure and modifications to the existing building electrical system. The technical effort included preparation of construction drawings and specifications, generator sizing calculations, voltage drop and short circuit calculations. Parma also provided Construction Administration support in the form of contractor submittal reviews and responding to Requests for Information.

JEFFREY **ROBERTS**, PE, LEED AP, RCDD

electrical engineer



years of experience
34 years

education
BS, Electrical Engineering - Louisiana State University

registration
Professional Engineer: California #E-15292

LEED Accredited Professional

Registered Communications Distribution Designer: #343588

Jeffrey Roberts is an electrical engineer with experience in project management, the design of interior and exterior lighting and electrical power distribution systems, medium voltage distribution systems, HVAC systems, plumbing systems, fire protection systems, telecommunications systems, security and fire alarm systems for a diverse range of facility types. These include hospitals, schools, offices, airports, churches, multifamily dwellings, retail sales, restaurants, industrial, federal, military, Corps of Engineers, large warehousing and distribution centers and telecommunications switch facilities. He is a licensed engineer in all states and the District of Columbia.

PROJECT EXPERIENCE

Scott and White Central Utilities Plant - *Temple, TX*
Designed the electrical distribution and communications systems for a new central utilities plant including site distribution ducts and manholes. Standby generator systems and fuel tanks and connections to mechanical systems.

South Oak Lift Station - *Oak Point, TX*
Provided electrical power, lighting and controls for a new sanitary lift station. The design included new electrical service, generator connections, site lighting and lift station electrical connections.

Enchanted Bay Lift Station – *Fort Worth, TX*
Provided electrical and power upgrades to an existing sanitary sewer lift station. The design included new larger lift station pumps, new meters, and generator upgrade.

Standby Generator at the Wesley Seal Dam for the US Army Corps of Engineers – *Corpus Christi, TX*
Project engineer for the design and installation of a new standby generator at the dam operations building.

Life Safety Upgrades at the Starr and Thompson State Office Buildings for the Texas Building and Procurement Commission – *Austin, TX*
Project manager and engineer for the design of standby generator systems and standby power distribution and upgrade of elevator systems for fireman's service and renovations of egress lighting for two existing high rise buildings.

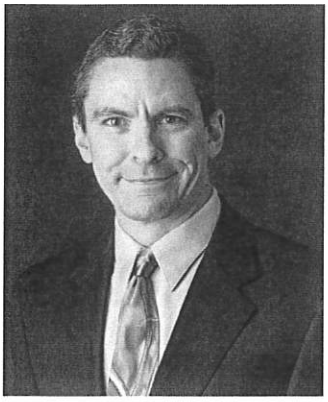
Staples Overnight Distribution Center – *London, OH*
Project engineer responsible for providing lighting, power and communications system design for a 450,000 square foot distribution center. The design included a 14,000 square foot office, six product selection modules and mezzanines, battery charging, emergency generator, and conveyor. This project was extremely fast paced. From the start of site selection to issue of Certificate of Occupancy was only nine months.

Highway 287 Tower – *Mansfield, TX*
Designed the electrical lighting, distribution and communications systems for a new 45,000sf, 3-story new office building and addition to an existing cardiologist office. The building had complete generator backup and spaces were shell space for future tenants.

Verizon Service Entrance and Generator Upgrade – *Baton Rouge, LA*
Provided the electrical design of a new electrical service entrance and new generator for an existing central office building.

JEFFREY **WILSON**, PE, LEED AP

mechanical engineer



years of experience
17 years

education
Bachelor of Science, Mechanical Engineering - University of Texas at Arlington

Bachelor of Science, Architecture - University of Texas at Arlington

registration
Professional Engineer: California #M-36160

LEED Accredited Professional

Jeff Wilson has served as senior mechanical engineer on several projects including private and Federal agency assignments. His experience has included new construction and facility renovations. His experience includes preparing engineering analyses and studies including energy conservation/reduction, and performing detailed HVAC design requirements and load simulations for commercial and industrial complexes. Wilson has extensive experience in Building Information Modeling. All projects that he has worked on since 2011 have been designed in BIM (Revit) software. This has allowed better coordination for both new and existing projects with tight construction tolerances resulting in reduced construction RFIs and change orders.

PROJECT **EXPERIENCE**

Intrinsically Safe Control Panels, Cytec Engineered Materials – Greenville, TX
Cytec Engineered Materials contracted Huitt-Zollars to design an air system to pressurize electrical control panels so that flammable vapors would not be allowed to penetrate control panels. Wilson performed design calculations for air quantity needed and sized the required air compressor to serve the entire system. A refrigerated air dryer that expels condensate is also used in this system. Wilson calculated condensate rates from the air dryer and sized the required pump to meet demand.

Riverside National Cemetery Design-Build, Phase 5 – *Riverside, CA*
Utility infrastructure includes two water quality treatment basins, a stormwater reuse pump system, a flood storage basin, and underground storm drain; domestic water, sewer, and recycled irrigation water systems, and irrigation storage lake; electrical and communications systems extension. Huitt-Zollars is the Lead Consultant and is providing architectural, engineering, surveying, and construction administration services for this Design-Build project.

Victor Valley Transit Authority – *Hesperia, CA*
Wilson designed HVAC systems for an office building and maintenance facility for the Victor Valley Transit Authority. The project will be certified to LEED Gold standards. Energy saving design features to assist in this project goal include under-floor air distribution, high efficiency rooftop air handling units with variable air volume distribution, and high-efficiency boilers. Wilson is assisting the architects to select and specify high performance, low- gas. Wilson's initial energy modeling indicates an energy cost savings of over 30 percent when compared to ASHRAE 90.1 – 2004 minimum building energy performance requirements.

Lancaster City Hall Renovations – *Lancaster, CA*
Wilson designed an HVAC system replacement for the City of Lancaster City Hall. The existing rooftop air handling units need to be replaced, however, the rooftop units are a dual-duct, multi-zone types that are no longer manufactured. The office spaces that these rooftop units serve are also undergoing a redesigned plan. Wilson is designing and specifying a custom dual duct rooftop unit to fit on the same roof curbs as the existing units. Enhancements from the original dual-duct rooftop unit include high-efficiency filters, modulating gas heating, staged cooling compressors, and a variable speed drive for the supply fan.

PAUL **ROBERTS**, CIPE

plumbing engineer



years of experience
41 years

education
Graduate Elkins Institute (Certification in Pre-Engineering)

registration
Certified in Plumbing Design (CIPE)

Paul Roberts has over 40 years' experience as a plumbing and fire protection designer working with both MEP consultants and mechanical contractors during the project design phase, bid processing phase, and the construction administration phase of the projects. His responsibilities have included designing the plumbing and fire protection system; writing the plumbing and fire protection specifications; and reviewing shop drawing submittal and answering request for information.

PROJECT EXPERIENCE

Walmart Distribution Centers – *Various Locations, Nationwide*
For fifteen years, Roberts was lead Plumbing and Fire Protection Systems designer for Wal-Mart's 1,000,000 square foot dry good facilities. These facilities required plumbing design for the Warehouse waste and domestic water needs. Office Area plumbing systems and fixtures. Acid Dilution Systems and Water Purification Systems for the Battery Charge Areas. Remote Restrooms for the Warehouse and Truck Driver Staff. Break Room Areas with Kitchen Plumbing Systems and equipment. The design of ESFR Fire Protection System, Fire Alarm Valves and Risers, Bothe electric, and Diesel Fire Pumps with Ground Water Storage Tank.

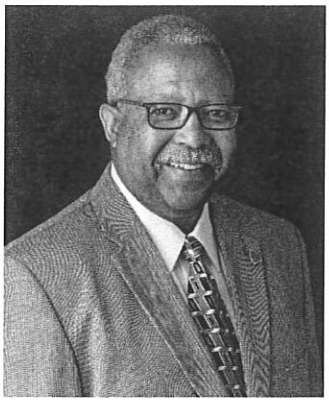
McLane Refrigerated Food Distribution Center – *Various Locations, Nationwide*
For thirteen years, Roberts was lead Plumbing Fire Protection System designer for McLane foods Division. The facilities included both ground up 500,000 SF Facilities and addition / renovation to existing Food Facilities. All required plumbing systems for the office areas, break rooms, and the design of double interlock and pre-action sprinkler systems for refrigerated and frozen food storage.

Orange County Great Park Ponds 4 & 5 Design improvements – *Irvine, CA*
The City of Irvine requested Huitt-Zollars to work with them to address the challenges that were encountered by the maintenance division during the operation of the water infrastructure for Ponds 4 and 5. The existing UV treatment facility fails because of the hardness of the water. The team determined it should be decommissioned and replaced with a new sand filtration system. Algae growth has taken place due to anoxic conditions in Ponds 4 and 5. A new aeration/recirculation system will be implemented to combat these issues. The existing wall structure separating Ponds 4 and 5 includes a 24-foot easement for the maintenance of an active U.S. Navy pipeline. Any trenching activity across the wall structure would require a review process from the U.S. Navy. Because of this, the design was planned to run utilities through the existing equalization pipes between the two ponds to avoid trenching across the wall structure. The current remote operations to replenish recycled water to Ponds 4 and 5, and irrigate from Ponds 4 and 5 require that multiple pinch valves be automatically triggered from a SCADA control system. Due to the complexity of the system, the maintenance division currently operates each valve manually. Both the SCADA control system and pressure-sustaining valves are now going to be decommissioned and a simple logic board linked to level sensors will be implemented. Huitt-Zollars' responsibilities include Research and Field Investigation; Schematic Design Plans; Construction Documents including improvement plans, technical specifications, and estimates; Bid support, construction administration, and record drawings; and Meetings and project administration.

Riverside National Cemetery Design-Build, Phase 5 – *Riverside, CA*
Utility infrastructure includes two water quality treatment basins, a stormwater reuse pump system, a flood storage basin, and underground storm drain; domestic water, sewer, and recycled irrigation water systems, and irrigation storage lake; electrical and communications systems extension. Huitt-Zollars is the Lead Consultant and is providing architectural, engineering, surveying, and construction administration services for this Design-Build project.

WILLIAM **WALLACE**, PE, SECB

structural engineer



years of experience
42 years

education
MS, Civil Engineering (Structures) - University of Texas at Arlington

BS, Civil Engineering - University of Texas at Arlington

registration
Professional Civil Engineer: California #44665

State Water Quality QSP/QSD: California #20884

William Wallace has been involved in the design of many highly complex structures for both the military and civil works construction programs of the Corps of Engineers. Projects have included buildings in seismic zones, dormitories, warehouses, maintenance facilities, religious education centers, border patrol stations, air traffic control towers, and general office space. Prior to joining Huitt-Zollars in 2010, Wallace was structural engineer for Natural Resources Conservation Service (2002-2010), and prior to that, chief structural engineer for USACE Fort Worth District (1991-2002).

PROJECT EXPERIENCE

Riverside National Cemetery Design-Build, Phase 5 – *Riverside, CA*
Riverside National Cemetery provides more interments annually than any other national cemetery. Huitt-Zollars' team master planned Phases 5 – 7, and provided final construction documents for Phase 5. Phase 5 included 20,000 double-depth crypts for casket burials, 14,600 in-ground cremains burial sites, 10,000 columbaria niches, eight new 30-car cortege lanes, a new maintenance building, a restroom, renovations to the administration building, a new records storage building, a new Public Information booth, and renovations to seven committal shelters. Utility infrastructure includes two water quality treatment basins, a stormwater reuse pump system, a flood storage basin, and underground storm drain; domestic water, sewer, and recycled irrigation water systems, and irrigation storage lake; electrical and communications systems extension. Huitt-Zollars is the Lead Consultant and is providing architectural, engineering, surveying, and construction administration services for this Design-Build project.

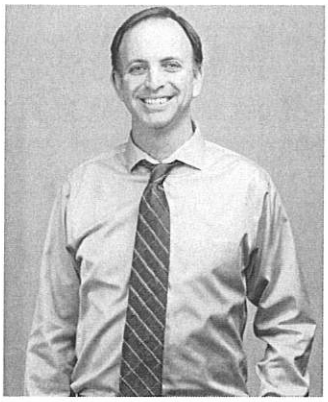
MSC Solar Canopies - *Thousand Oaks, CA*
William was the lead structural engineer for this project. The Huitt-Zollars team prepared plans, specifications and estimates for the construction of two solar canopies for the City of Thousand Oaks Municipal Services Center. Elements of design include architecture, structural, site civil and electrical disciplines. The two solar canopies will provide shelter against the elements for fleet vehicles as well as provide the majority of the current and future electric fleet of vehicles (i.e., buses, cars, and trucks) with renewable solar energy.

R & D Facility, Building G, WEIR SPM – *Fort Worth, TX*
William provided Structural Engineering services to Weir SPM on the renovation and build-out of Building G, R&D Facility. This industrial project includes bridge cranes and vehicle pathways to allow for testing of fracturing equipment for the natural gas industry. In addition, Huitt-Zollars will be relocating the Pump Test Facility from Building A to Building G. The new Pump Test Facility will be comprised of Fracturing Pump Build-Up Stations, Test Booths, Fracturing Pump Motors and Drives, Teardown and Fluid Cleanout Stations, Wash Bay Areas, Paint Prep Stations, Open Face Paint Booth and Future Paint Cure Room, Pump Motors, Charge Water Storage Tanks and Cooling Towers, Compressor and Electrical Room, and (2) 15 Ton Bridge Cranes.

Conventionally Reinforced Concrete Liquid Storage Tanks – *Fort Worth, TX*
Analyzed and designed rectangular and circular concrete Liquid storage tanks used in agricultural waste management. The tanks were up to 4M gallons in size and were designed to be liquid tight and were designed, detailed, and specified to ACI 350 standards. ASCE 7 Loads and Load Combinations included soil and water backfill, traffic loads, product loads, and environmental loads such as wind, seismic, and snow. The analysis and design of liquid storage tanks under unbalanced loading that also included seismic loads and high winds such as tanks partially buried on hillsides. The tank designs included interior and exterior ramps that are used for maintenance vehicle access to the tank interiors. Both membrane slabs and structural slabs were designed depending on the foundation soils.

RUSSELL **HANSON**, PLS, GISP, EIT

surveyor



years of experience
23 years

education
BS, Civil Surveying, Emphasis on Surveying and Mapping - California State Polytechnic University

registration
Engineer-in-Training: California #XE105465

Professional Land Surveyor: California #8873

Geographic Information System Professional (GISP): #64594

Russell Hanson is a Licensed Land Surveyor and a registered Geographical Information Systems Professional with over 20 years' experience at Huitt-Zollars. His responsibilities include preparation of Tract Maps, Parcel Maps, ALTA Surveys, Records of Survey, Boundary Analysis and Legal Descriptions. Hanson also has extensive experience in GIS including Geodatabase design, ArcGIS, ArcGIS Pro, ArcGIS Server, Portal and ArcGIS Online.

PROJECT EXPERIENCE

RMV Water System – *Orange County, CA*
As Project GIS Manager, Hanson is responsible for building the existing water system map online utilizing ArcGIS Online that used hand held devices to collect (Air Vent, Riser, Valve, Trough, Manifold, Hydrant, Lift Pump, Booster Pump, Tank & wells). Each collected feature had associated attributes and a picture attached to it that could be accessed from the internet.

Ortega Highway Utility Relocations – *Orange County, CA*
Hanson was responsible for 3-D modeling of existing and proposed utilities during the design of the Ortega Highway (SR-74) Widening, from the City of San Juan Capistrano city limits, continuing east within unincorporated Orange County to 2000 feet east of the Antonio Parkway/La Pata Ave intersection, for a project length of 5500 feet. A very complex element of the project was the responsibility of utility relocations resulting from the road project, as well as development needs for utilities. Huitt-Zollars prepared all of the U-Sheets for the Caltrans plan set and included multiple re-locations of utilities in conflict with road design. Multiple plan sets were also prepared for water, sewer and storm drain, coordinating ultimate adjacent development needs so that they could be constructed either prior to, or concurrent with the Ortega project construction schedule. This included extensive design of not just wet utilities, but dry utility coordination and design of SDG&E, ATT, and Cox. Huitt-Zollars was responsible for the high/low risk utility matrix and coordinating the required Caltrans owner-relocation notification.

Santa Margarita Water District – *County of Orange, CA*
As Project GIS Manager, Mr. Hanson is responsible for building the domestic water, non-domestic water and sewer line and features for Planning Area 1 & 2 (approximately 3,500 residential units) for integration into SMWD's GIS System. In addition Huitt-Zollars is creating Grid Maps for Planning Area 1 & 2 for the domestic water, non-domestic water and sewer line and features which label the Pipe Diameter, Pipe Type, Water Zone, Year of Installation and Flow Direction. These Grid Maps are used as a quick reference out in the field.

Denton County Fresh Water Supply District No. 10 – *Denton, TX*
As Project GIS Manager, Mr. Hanson is responsible for converting as-built plans of the domestic water, storm sewer lines and features for the communities of Arrow Brooke, Artesia and Savannah (approximately 1,500 residential units) for integration into DCFWSD No. 10's ArcGIS Online GIS system. Huitt-Zollars also created and manages this ArcGIS Online system and builds online maps for the District 10 staff and residents for the purposes of long term maintenance and reporting issues.

MATTHEW **JANOUSEK**, PE, GE

geotechnical engineer

COTTON, SHIRES AND ASSOCIATES, INC.
CONSULTING ENGINEERS AND GEOLOGISTS



years of experience
26 years

education
MBA, California State University, Northridge, 2020

MS, Geotechnical Engineering - University of California, Los Angeles

BS, Civil Engineering - Colorado State University

registration
Registered Geotechnical Engineer: California #3005

Registered Professional Civil Engineer: California #73401

Matthew Janousek is a registered California Professional and Geotechnical Engineer with over 16 years of experience in geotechnical studies, including subsurface exploration, laboratory testing, engineering analyses and reporting, plan review, and construction observation.

Janousek has extensive experience with a variety of public works projects and new infrastructure, including pipelines, levees, water tanks, above-ground and buried reservoirs, and earth retaining structures. He specifically has experience in Santa Paula as the project engineer for the 4.0 MG prestressed buried tank and pipeline, and he is currently project manager and lead geotechnical design engineer for investigation and design of the County of Ventura's new Santa Paula Fire Station. As a result, Mr. Janousek is familiar with the City's geotechnical and geologic conditions. His other recent public works projects include the Fire Department Training Center in Camarillo for the County of Ventura, as well as City of Santa Clarita's Avenue Scott Trail Connection and Flood Control Access. Mr. Janousek is also a geotechnical peer reviewer for the cities of Thousand Oaks, Malibu, Santa Monica, and Rancho Palos Verdes.

PROJECT EXPERIENCE

4.0 MG Prestressed Buried Tank and Pipeline – *Santa Paula, CA*
Janousek was the lead geotechnical engineer responsible for conducting the field exploration and performing geotechnical evaluation for design of the 4.0 MG buried concrete tank water reservoir and 4,500 lineal feet of 20-inch-diameter pipeline through the hills and streets of Santa Paula. The tank site is located in a hillside area prone to landslides in the foothills of Santa Paula. Janousek coordinated and supervised field explorations, including rotary-bucket-auger drill holes with down-hole logging, hollow-stem auger drill holes, and shallow test pits. The pipeline exploration required traffic control and close coordination with City staff to avoid critical utilities. Geotechnical design included engineering analyses related to tank settlement, slope stability, earth pressures on the tank, retaining walls, utility backfill, and stockpile considerations. Observed tank pad over excavation and backfill with soil-cement during grading operations. Project design challenges include mitigation of an earthquake-induced landslide hazard zone.

Santa Paula Fire Station #29 – *Santa Paula, CA*
In 2020, CSA was retained by the Ventura County Public Works Agency to provide geotechnical investigation and design services for the proposed Santa Paula Fire Station #29, to be located at 114 South 10th Street in the City of Santa Paula, California. The project is part of a larger program to replace and upgrade several existing fire stations across Ventura County. CSA's conducted a design-level investigation in the Summer and Fall of 2020 that consisted of hollow-stem auger boring exploration and characterization to evaluate and quantify seismic hazards, including ground motion parameters, distances to active faults, and liquefaction potential. The subsurface investigation and laboratory testing programs helped determine the distribution and physical characteristics of earth materials within the improvement areas. CSA also worked with the design team (architects, civil engineer, and structural engineer) to provide geotechnical recommendations for the proposed structure and BMP areas. Project challenges include abundant gravels near the surface, soils susceptible to liquefaction and dry seismic settlement at depth, and grading within a developed area.

Ventura County Fire Department Training Center – *Camarillo, CA*
CSA was retained by the Ventura County Public Works Agency to provide geotechnical investigation and design services for the proposed Ventura County Fire Department Training Center, to be located southeast of the airport in Camarillo. CSA performed a feasibility-level investigation in December 2018 that consisted of CPT exploration and characterization to evaluate and quantify seismic hazards, including ground motion parameters, distances to active faults, and liquefaction potential.

ORANGE COUNTY GREAT PARK PONDS 4 & 5 DESIGN IMPROVEMENTS - *Irvine, CA*

The City of Irvine requested Huitt-Zollars to work with them to address the challenges that were encountered by the maintenance division during the operation of the water infrastructure for Ponds 4 and 5. The existing UV treatment facility fails because of the hardness of the water. The team determined it should be decommissioned and replaced with a new sand filtration system. VFDs have been installed to minimize cavitation in the submersible pumps, so our team determined that no further improvement to reduce cavitation are anticipated. Algae growth has taken place due to anoxic conditions in Ponds 4 and 5. A new aeration/recirculation system will be implemented to combat these issues. The existing wall structure separating Ponds 4 and 5 includes a 24-foot easement for the maintenance of an active U.S. Navy pipeline. Any trenching activity across the wall structure would require a review process from the U.S. Navy. Because of this, the design was planned to run utilities through the existing equalization pipes between the two ponds to avoid trenching across the wall structure. The current remote operations to replenish recycled water to Ponds 4 and 5, and irrigate from Ponds 4 and 5 require that multiple pinch valves be automatically triggered from a SCADA control system. Due to the complexity of the system, the maintenance division currently operates each valve manually. Both the SCADA control system and pressure-sustaining valves are now going to be decommissioned and a simple logic board linked to level sensors will be implemented. Huitt-Zollars' responsibilities include Research and Field Investigation; Schematic Design Plans; Construction Documents including improvement plans, technical specifications, and estimates; Bid support, construction administration, and record drawings; and Meetings and project administration.

CITY OF DALLAS LEVEE AND DELTA PUMP STATION - *Dallas, TX*

This Statement of Work (SOW) sets forth the performance requirements for the Architect-Engineer (A-E) services required for the development of DB RFPs for the Dallas Floodway 277K Levee Raise with 4:1 Side Slopes (277K Levee Raise) and the Delta Pump Station Renovation. The pump station renovation includes a new electrical building and site improvements. The A-E's scope also includes geotechnical investigations and soil testing of existing embankments, associated with an abandoned railroad bridge, and for the pump station new retaining walls and for the new electrical building. Hazardous, Toxic and Radioactive Waste (HTRW) testing of the embankments and a Regulated Materials Survey of the Delta Pump Station will be performed by the A-E. The A-E shall furnish all labor, management, investigations, studies, travel, facilities, supplies, equipment, and materials to perform the required services. The A-E is responsible for determining what disciplines and skill sets are required for accomplishing the work under this SOW and form a team accordingly. The A-E shall accomplish the required services and furnish to the Government reports and other data together with supporting material developed during the period of service as set forth herein. During the execution of work, the A-E shall provide adequate supervision and quality control to assure the accuracy, quality, timeliness, and completeness of the work.

CABEZON BOOSTER STATION AND 3 MG RESERVOIR - *Rio Rancho, NM*

Huitt-Zollars was responsible for the design and construction oversight for the 3.0 MG pre-stressed partially buried concrete tank and an associated 6.0 MGD recycle water booster station. The booster station is equipped with four 250-hp can-type vertical turbine pumps including variable frequency drive motor controllers. The booster station is design to continuously convey recycled water through 21,000 linear feet of 18 inch fusible PVC and 24 inch HDPE pipe to the City's new aquifer injection site or to the Rio Grande River for discharge. The 3 MG reservoir serves as an onsite storage tank in order to a buffer for the pumping requirements and additional storage during the irrigation period.

BOOSTER STATION NO. 12 - *Rio Rancho, NM*

Huitt-Zollars was responsible for the design analysis report and water system plans to provide water service to three separate master planned communities. The well #12 booster system is a redesign and expansion of an existing facility to improve the efficiency and capability of this key component in the water supply to more than 4,500 homes and commercial development. The project includes increasing this triplex station from a capacity of 2,200 gpm to a quadriplex station capable of more than 5,500 gpm. The project also included approximately three miles of new 18-inch transmission main and a new 1 MG steel reservoir.

FORT BLISS BCT BOOSTER PUMP STATION - *Fort Bliss, TX*



As part of a multi-billion-dollar expansion of Fort Bliss, the Huitt-Zollars team designed an entire water pressure plane to provide potable water for the BCT-1 and 2 areas. These BCT areas are designed to provide the entire housing, equipment cantonment, and support area for heavy brigade combat team. Water is supplied to the area by El Paso Water Utilities at a pressure that meets TCEQ requirements but is insufficient for the service area. Besides water transmission and distribution lines the facilities include the water pump station, two 1.5 MG ground storage tanks, a 1.5 MG elevated water tank and a metering station. The pump station has a combined pumping capacity of over 10,000-gpm with a discharge head of 175 feet. The four vertical turbine pumps are all equally sized and driven by 200-horsepower, high efficiency electric motors. They operate on 460-volts current. The SCADA system includes an Ethernet radio, which monitors 21 motor and pump operating parameters for each pump and over 20 other system operating functions including pressure and flow.

FORT BLISS HOSPITAL PUMP STATION PROJECT - *Fort Bliss, TX*



Huitt-Zollars prepared construction documents for a 1.0 MG composite elevated storage tank; 2 – 1.0 MG steel welded above ground storage tanks; 2,500 lf of 16-inch transmission line; and a rate of flow building. Pumping facilities include three 150 HP, line shaft vertical turbine pumps. Each pump will be rated for 2,000 GPM at 210 feet TDH. The station will be capable of pumping at a rate of ±4,000 GPM with any two pumps operating. Elevated Storage Tank a composite, concrete pedestal and welded steel bowl elevated tank with 1.0 MG of capacity is also being provided remote to the site. The tank has a high water level of 4149.5' msl which is 154' above the base. The distribution system is expected to maintain system pressures between 60 and 75 psi throughout. The elevated tank is connected to a 16" main running from a booster pump station a main distribution area. The booster pumps and controls will be backed up with an emergency generator.

BOOSTER PUMPS, ELECTRICAL MOTORS AND PIPING FOR GROUNDWATER PLANT, POINT AQUARIUS MUNICIPAL UTILITY DISTRICT - *Conroe, TX*



Huitt-Zollars, Inc. prepared construction documents for the installation of a 350 KW natural gas generator with sound attenuation and automatic transfer switch complete with expansion of existing control building for 30+ year old water plant (1973), doubling the size of the control building. Project also included installation of a new 10,000 gallon hydropneumatic tank, 200,000 gallon bolted ground storage tank with pressure booster pumps, electrical controls and building improvements, relocation and rehab of an existing 10,000 gallon hydro-pneumatic tank, 4 new booster pumps with concrete pad site (2 – 1,000 gpm, 1 – 600 gpm, & 1 – 200 gpm), including associated piping, site drainage, lighting & access road upgrades.

48-INCH WATER TRANSMISSION MAIN AND PUMP STATION ALONG MEANDERING WAY - *Dallas, TX*



This project required preparation of the design and construction support services for a 48" water line along Meandering Way in an existing TXU power line right-ofway and down La Cosa Drive, a local residential street, and an underground booster pump station. Work involved connecting to the existing La Cosa Pump Station and other primary transmission water lines in the area. The underground pump station houses 2 - 11,200 GPM centrifugal pumps powered by 350 HP motors. The above ground ventilation and access shafts are surrounded by a fenced and landscaped site beneath the 138 KV electric power lines. Extensive coordination with DWU, TXU, neighborhood representatives, and City Council staff was required to get project approvals.

SUBCONSULTANT **EXPERIENCE**

COTTON, SHIRES AND ASSOCIATES, INC.
CONSULTING ENGINEERS AND GEOLOGISTS

Cotton, Shires and Associates, Inc. (CSA) was incorporated in California on March 27, 1974 and is a full-service geotechnical and geological consulting firm and California Certified Small Business Enterprise (SBE) with offices in northern, central and southern California. Since 1974, our geologists and geotechnical engineers have applied advanced geotechnical analysis for a variety of clients throughout California and the Western United States. The firm includes geotechnical engineering and engineering geologic professionals in addition to GIS, technical illustrating and clerical/accounting support staff. As part of its facilities, CSA maintains a sophisticated soil testing laboratory and extensive in-house geotechnical reference library, as well as state-of-the-art technical illustrating and computer analysis equipment. CSA's senior staff are trained geotechnical engineers and engineering geologists with advanced degrees who have broad experience in producing, evaluating and utilizing geologic and geotechnical data. Their staff members have a recognized ability to convey technical information to both technical and non-technical users in written, verbal and illustrative forms, and they routinely provide geologic and geotechnical services for multidisciplinary teams including government officials, regional planners, attorneys, architects, engineers, and other design professionals. CSA's versatility and commitment to excellence ensure the highest quality in all aspects of our services.

The firm specializes in geotechnical/geophysical investigation and design. In addition to providing geotechnical engineering investigation and design, CSA provides peer review services, construction management (including observation and testing), inspection, and litigation support services: they solve complex geotechnical challenges.

VENTURA COUNTY FIRE DEPARTMENT TRAINING CENTER - *Camarillo, CA*

In 2018, CSA was retained by the Ventura County Public Works Agency to provide geotechnical investigation and design services for the proposed Ventura County Fire Department Training Center, to be located southeast of the airport in Camarillo. CSA performed a feasibility-level investigation in December 2018 that consisted of CPT exploration and characterization to evaluate and quantify seismic hazards, including ground motion parameters, distances to active faults, and liquefaction potential.



CSA performed a design-level investigation in April 2020 that consisted of subsurface investigation and laboratory testing program to determine the distribution and physical characteristics of earth materials within the improvement areas. CSA worked with the design team (architects, civil engineer, and structural engineer) to provide geotechnical recommendations for the proposed structures and BMP areas. Project challenges include shallow groundwater and up to three inches of estimated liquefaction-related settlement.

SANTA PAULA FIRE STATION #29 - *Santa Paula, CA*

In 2020, CSA was retained by the Ventura County Public Works Agency to provide geotechnical investigation and design services for the proposed Santa Paula Fire Station #29, to be located at 114 South 10th Street in the City of Santa Paula, California. The project is part of a larger program to replace and upgrade several existing fire stations across Ventura County.



CSA's conducted a design-level investigation in the Summer and Fall of 2020 that consisted of hollow-stem auger boring exploration and characterization to evaluate and quantify seismic hazards, including ground motion parameters, distances to active faults, and liquefaction potential.

The subsurface investigation and laboratory testing programs helped determine the distribution and physical characteristics of earth materials within the improvement areas. CSA also worked with the design team (architects, civil engineer, and structural engineer) to provide geotechnical recommendations for the proposed structure and BMP areas. Project challenges include abundant gravels near the surface, soils susceptible to liquefaction and dry seismic settlement at depth, and grading within a developed area.

3 PAST FINANCIAL **RELATIONSHIPS**

Huitt-Zollars has not existing and past financial relationships, including agreements between Huitt-Zollars and proposed subcontractors, with current members of the City Council and City staff, and entities for which said members are employed, or have an interest, both past, and present.

4 PUBLIC WORKS CONTRACTOR REGISTRATION **CERT.**

Huitt-Zollars, Inc. DIR#1000036028

5 ITEMIZED PRICING

A fee schedule and hourly rate sheet are provided on the following pages. Please note that we will be able to provide economies of scale and reduce our fees should we be awarded all three projects and the work is done simultaneously.

HUITT-ZOLLARS

Southern California

2021
HOURLY RATE SHEET

Engineering/Architecture

Principal	$ 265.00
Sr. Project Manager	$ 235.00
QA Manager	$ 215.00
Project Manager	$ 210.00
Sr. Civil Engineer	$ 210.00
Sr. Structural Engineer	$ 200.00
Sr. Mechanical Engineer	$ 180.00
Sr. Electrical Engineer	$ 185.00
Civil Engineer	$ 155.00
Structural Engineer	$ 165.00
Mechanical Engineer	$ 165.00
Electrical Engineer	$ 165.00
Plumbing Engineer	$ 165.00
EIT	$ 135.00
Sr. Designer	$ 180.00
Designer	$ 150.00
Sr. CADD Technician	$ 140.00
CADD Technician	$ 110.00

Administrative

Sr. Project Support	$ 100.00
Project Support	$ 75.00

Survey

Survey Manager	$ 210.00
Sr. Project Surveyor	$ 175.00
Project Surveyor	$ 150.00
Survey Technician	$ 120.00

Survey Crews

1-Person Survey Crew	$ 160.00
2-Person Survey Crew	$ 240.00
3-Person Survey Crew	$ 305.00

Construction

Construction Manager	$ 175.00
Resident Engineer	$ 160.00
Sr. Project Representative	$ 120.00
Resident Project Representative	$ 95.00

Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate

CITY OF SANTA PAULA
CANYON BOOSTER PUMP STATION
STAFF HOURS BY TASK
HUITT-ZOLLARS INC.
February 19, 2021

	Task	Carter	Murad	Parma	Vlassis	Vote	Wallace	Wilson	P. Roberts	J. Roberts			Duenez	Hughes		Jeff L	Russ	Dave	Vic		Total Hours	Other Expenses	TOTAL FEE
		Princ-In-Charge	QA Mgr	Proj Mgr	Sr Civil Engr	Civil Engr	Sr Struc Engr	Sr Mech Engr	Plumb Engr	Sr Elect Engr	Elect Engr	EIT	Designer	Sr Proj Support	Geo Proj Support	Survey Mgr	Sr Proj Surveyor	Proj Surveyor	Survey Tech	Survey Crew (2)			
		$265	$215	$210	$210	$155	$200	$180	$165	$185	$165	$135	$145	$100	$60	$210	$175	$150	$120	$240			
1.0	Pre-design Planning																						
1.01	Research (as-built drawings, utility billing, photos)			4					4	4											12		$2,240
1.02	Conceptual plans					4			4	4		8									20		$3,100
1.03	Planning Meeting with City	2		8		2			2												14	$500	$3,350
2.0	Review and Documentation of Existing Conditions																						
2.01	Site visit to pump station	2		4		4			4												14	$500	$3,150
2.02	Review Local, State, Federal Codes								2		8										10		$1,320
2.03	Geotechnical Investigation																				0	$13,877	$13,877
2.04	Survey																						
	Boundary Survey and Centerline Monument Recovery				2												4	9		12	27	$250	$5,600
	Design Survey												4				2	6		12	24	$250	$4,960
3.0	Preliminary Design																						
3.01	Prepare Conceptual Design Documents			4		12			12	10		16									54	$250	$8,940
3.02	Budget Cost Estimate			16									4								20		$3,940
	Present to City			8	2																10	$250	$2,350
3.03	Prepare Plans/Specifications																						
	Site Plans				4	14				4		40	8								70	$250	$10,560
	Civil Water System Plans					30			15	5	5	40									95		$14,275
	Electrical Details/SCADA									20	20	20									60		$9,700
	Plumbing Design								22												22		$3,630
	Structural Design (Slab Design for Pre-Mainufactured Canopy)						20					25									45		$7,375
	Specifications						4			16	6			8							34		$5,550
	QA/QC		4	3																	7		$1,490
	Document Production					2	2				2	4		4							14		$1,980
4.0	Cost Estimate for 100% Design				2		4		4	16			4								30		$4,760
5.0	Construction Bid Documents																						
	Prepare 100% PS&E for Bidding		4	2			2			24		40		8							80		$12,320
6.0	Construction Support Services																						
	Contractor Submittal Review						4			8	12	12									36		$5,880
	RFI Response									8	12										20		$3,460
	Progress Meetings	2		8		4				12											26	$250	$5,300
	Site Visits			16		16															32	$250	$6,090
	Final Punch List									12											12	$50	$2,270
	TOTAL	6	8	73	10	88	36	0	69	143	65	205	20	20	0	0	6	15	0	24	788		
		$1,590	$1,720	$15,330	$2,100	$13,640	$7,200	$0	$11,385	$26,455	$10,725	$27,675	$2,900	$2,000	$0	$0	$1,050	$2,250	$0	$5,760	$131,780	$16,677	$147,467
	TOTAL ESTIMATED FEE (ALL TASKS)																					$ 16,677	$ 147,467

6 SCHEDULE

ONE DAY: NOTICE TO PROCEED

ONE DAY: PROJECT KICK-OFF MEETING

2 WEEKS: SITE VISIT(S)

4 WEEKS: GEOTECHNICAL INVESTIGATION AND SURVEY

2 MONTHS: PRELIMINARY DESIGN

2 WEEKS: COST ESTIMATING

6 WEEKS: FINAL DESIGN / CONSTRUCTION BID DOCUMENTS

3 WEEKS: BIDDING

6 MONTHS: CONSTRUCTION

HUITT-ZOLLARS
MISSION STATEMENT

Our *commitment* is to understand the needs of our clients and to meet those needs by delivering professional services with the highest level of ***quality & integrity.***

90 E. Thousand Oaks Blvd., Suite 201
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HUITT-ZOLLARS

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Travis Walker, Chief of Police

Subject: WAIVE FORMAL BIDDING AND ALLOW PURCHASE OF FARO FOCUS LASER SCANNER FUNDED BY VCSAFE GRANT.

Date: April 20, 2022

Agenda Item: 10.F

RECOMMENDATION:

Staff recommends Council waive formal bidding and allow the purchase of the FARO Focus Laser Scanner. This purchase is fully funded through the VCSAFE Grant.

BACKGROUND:

On January 19, 2022, the City Council approved the acceptance of a Grant award to the Police Department from the the Ventura County Transportation Commission on behalf of the Ventura County Service Authority Freeway Emergencies (VCSAFE) Grant. The purpose of this Grant is to allow Law Enforcement agencies to purchase assets and equipment that will assist with enhancing the safety of our motoring public and assist with the investigation of collisions that occur within our jurisdiction. One of the specific items outlined and awarded in this Grant was the FARO Focus Laser Scanner. The FARO Focus Laser Scanner will allow investigators to create accurate, complete, and photorealistic 3D images of any environment or object in just a few minutes. Our current diagramming capabilities can take over an hour, to several hours, depending on the complexity of the scene.

Technology from FARO permits high-precision 3D measurement, and imaging. The devices are used specifically for law enforcement, forensics, accident reconstruction, crime scene investigation, arson investigation, post-blast investigation, fire and security pre-planning, bullet trajectory, bloodstain pattern analysis, and augmented/virtual reality applications.

FARO's customers include the Department of Defense, the federal government, various intelligence organizations, the U.S. military, and many state and municipal law enforcement agencies, to include all of the Law Enforcement agencies within our County.

ANALYSIS:

Due to the specific needs of our Investigators and interoperability with our neighboring agencies, this equipment was specifically selected by the City for purchase through the Grant. Since the total cost of the FARO exceeds the purchasing threshold of both the Chief of Police

and City Manager, it requires Council approval along with formal bidding pursuant to our Municipal Code. Since this specific piece of equipment was identified, funded, and approved by Council during their meeting on January 19th, 2022, Staff respectfully requests Council waive the formal bidding requirements for this purchase in accordance with SPMC section 41.10, which allows the Council to waive formal bidding requirements when required or desirable.

STRATEGIC PLAN:

Not Applicable

FISCAL IMPACTS:

The total cost of the FARO Focus Laser Scanner and associated software is $66,008.97, that will be funded through the Ventura County SAFE Grant approved and accepted by Council during their regular meeting on January 19, 2022.

OPTIONS:

Waive formal bidding and allow the purchase of the FARO Focus Laser Scanner. Reject the request and require a formal bid process be conducted. Doing so could jeopardize the availability of the grant funds supporting this purchase.

ATTACHMENTS:

FARO Information.pdf

FARO®

Focus Premium

Capture With Confidence and Connect Your World Faster



Premium Preview:
The Ultimate in 3D Data Capture

Building on our history of accuracy and reliability, the new FARO® Focus Premium Laser Scanner is the fastest, most accurate and most data-sharing-enabled scanner on the market to date, featuring entirely new components with a proven design.



Up to 50% Faster Scan Times

About 1 minute to complete a typical scan, in combination with the optional FARO PanoCam upgrade, even in color.

Super-High Color Resolution

The latest color camera technology enables the Focus Premium to capture scans with up to 266 megapixel color information.

Two-Year Warranty

Competitive service means maximizing the life of this product while reducing the total cost of ownership throughout the device's lifespan. Two years allows for maximum flexibility and the piece of mind knowing that any repairs or defective parts will be replaced.

On Closer Inspection

Focus Premium provides exceptional capturing efficiency, data quality and accuracy for professional applications across the construction, public safety, operations & maintenance and manufacturing markets, while offering data quality at faster scan speeds (up to 1 minute per scan) reducing onsite scanning time by up to 50%. Meanwhile, faster loading and system response yields greater data management efficiency when paired with FARO Stream and uploaded to FARO Sphere.

Focus Premium Features:

- Up to 350m scanning range, leading to superior area coverage per scan position
- Smartphone-enabled Focus Premium remote control capabilities, limited only by the range of a Wi-Fi network
- Improved wireless workflow with more stable and faster Wi-Fi operation
- On-site registration, the process of combining multiple scans using common overlap, means faster project completion and real-time awareness of scan errors or missing data
- Seamless connectivity with the FARO Stream mobile app
- Scanner control can be executed on either the app or on the actual Focus. Users have easy access to create projects, change scanner settings, manage image resolution, opt for color or black and white scans, group scans through clustering, and add annotations
- Rugged construction and housing means the Focus Premium can withstand the tough day-to-day work
- Integrated high-speed SSD data storage for maximum scan capacity and lighting fast scan processing

Performance Specifications

Unambiguity Interval	614 m for up to 0.5 MPts/sec	307 m at 1 MPts/sec	153 m at 2 MPts/sec
Range[1]	White: 0.5 – up to 350 m	Dark-grey: 0.5 – up to 150 m	Black: 0.5 – 50 m
Max Speed	Up to 2 MPts/sec		
Range Noise[1,2,3]	White: 0.1 mm @10 m 0.2 mm @25 m	Dark-grey: 0.3 mm @10 m 0.4 mm @25 m	Black: 0.7 mm @10 m 1.2 mm @25 m
3D Accuracy[4]	2 mm @10 m	3.5 mm @25 m	
Ranging Error[5]	±1 mm		
Angular Accuracy[6]	19 arcsec		
LaserHDR	Yes		
Temperature Range[7]	Operating: +5 ° to +40 °C	Extended Operating: -20 ° to +55 °C	Storage: -10 ° to +60 °C

Additional Performance Specifications

Color Unit	
Color Resolution	Up to 266 MPx color
Raw Color Resolution	867 MPx
HDR Camera	13 MPx - 2x, 3x, 5x brackets
Parallax	Minimized due to co-axial design
Deflection Unit	
Field of View	300° vertical[9] / 360° horizontal
Step Size	0.009° (40,960 Pts on 360°) vertical / 0.009° (40,960 Pts on 360°) horizontal
Max. Scan Speed	97 Hz (vertical)
Laser (Optical Transmitter)	
Laser Class	Laser Class 1
Wavelength	1553.5 nm
Beam Divergence	0.3 mrad (1/e)
Beam Diameter at Exit	2.12 mm (1/e)
Data Handling and Control	
Data Storage	SATA 3.0 SSD 128 GB and SDXC™ V30 64 GB SD Card; SD3.0, UHS-I / SDXC™ / SDHC™, max. 512 GB
Scanner Control	Via touch screen display and WLAN connection, Control by FARO Stream App (iOS & Android) or mobile devices with HTML
Interface Connection	
WLAN	IEEE 802.11 ac/a/b/g/n 2x2 MIMO, as access point or client in existing networks (2.4 and 5 GHz)
USB	USB 3 port

Additional Features

Dual Axis Compensator	Performs a leveling of each scan with an accuracy of 19 arcsec valid within ±2°
Height Sensor	Via an electronic barometer, the height relative to a fixed point can be detected and added to a scan
Compass[10]	The electronic compass gives the scan an orientation
GNSS	Integrated GPS & GLONASS
On-Site Compensation	Creates current quality report and improves compensation automatically
Accessory Bay	The accessory bay connects versatile accessories to the scanner
Inverse Mounting	Yes
Real-time, On-site Registration	Stream App real-time scan streaming, registration, overview map and Sphere cloud upload
Electronic Automation Interface	Available as option, only at point of sale
Digital Hash Function	Scans are cryptographically hashed and signed by the scanner
Rescanning of Distant Targets	Defined areas recaptured in higher resolution at a greater distance
Retake Photos	Select individual photographs with unwanted objects and retake them
Tripod Safety	It is recommended that only one tripod segment is used to maximize scanner stability

General Specifications

Power Supply	19 V (external supply), 14.4 V (internal battery)
Typical Power Consumption	19 W idle, 32 W scanning, 72 W charging
Typical Battery Operation Time	About 4 hours
Typical Scan Time[8]	About 1 min
Ingress Protection (IP) Rating Class	54
Humidity	Non-condensing
Weight	4.4 kg (including battery)
Size/Dimensions	230 x 183 x 103 mm
Calibration	Recommended annually
Manufacturer Warranty	2 years

CLASS 1 LASER PRODUCT

1. White 90% Reflectivity, Dark-gray 10% Reflectivity, Black 2% Reflectivity, for a Lambertian scatterer | **2.** Ranging noise is defined as the variation of distance samples from repeated measurements of a single point at 122k Pts/sec | **3.** Some surfaces can lead to additional noise | **4.** For distances larger 25 m add 0.1 mm/m of uncertainty | **5.** Ranging error is defined as a systematic measurement error at around 10 m and 25 m |**6.** It is recommended to perform on-site compensation in the event the unit is exposed to exceptional temperature or mechanical stress|**7.** Low temperature operation: scanner has to be powered on while internal temperature is at or above 15° C. High temperature operation: additional accessory Thermal Cover required | **8.** Accelerated Profile with PanoCam | **9.** 2x150°, homogeneous point spacing is not guaranteed | **10.** Ferromagnetic objects can disturb the earth magnetic field and lead to inaccurate measurements

All accuracy specifications are standard deviations, after warm-up and within operating temperature range; unless otherwise noted. Subject to change without prior notice.

Designed for Complete Integration

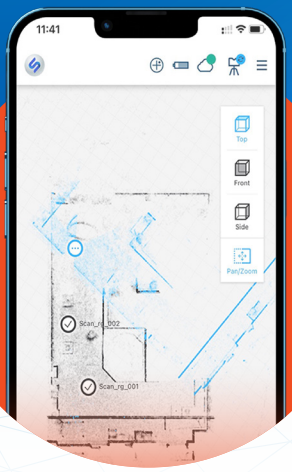
FARO's complementary products — **FARO Sphere** and **FARO Stream** (which serves as the data bridge between Focus Premium and Sphere) — create a powerful union of three distinct technologies, enabling users to capture with confidence and connect their world anytime, anywhere. This reduces time to decision while streamlining workflow tasks, meeting the demands of today's increasingly remote, digital workforce.

Stream

Stream is the first mobile app that connects FARO hardware with FARO Sphere cloud-based applications and services. By uniting hardware with cloud software, Stream makes on-site capture workflows more efficient and brings captured data directly into the FARO ecosystem. It does so by providing live feedback of the captured scans while performing its pre-registration function.

Stream provides the best on-site efficiency for data capture with the Focus Premium scanner for scan operations in architecture, engineering, construction and facility management. Now, users can be confident in the successful and complete scan data they collect in real-time, confident that no additional site visits will be required because of missing data and confident in radically expedited project finalization times as Stream and Sphere are already doing some of the work automatically while a Focus Premium operator is returning from the field. Premium also allows the ability to include complementary data like field annotations and photographic images to the project after a scan is complete.





Stream integrates the captured data seamlessly into Sphere, and provides full FARO solution and application compatibility.



FARO Sphere

What sets Focus Premium apart is its ability to share the on-site data it collects via Stream and send that information to Sphere. Once data is on Sphere users experience a centralized, efficient, and collaborative environment across FARO point cloud applications and customer support tools for faster 3D data capture, processing, and delivery through a secure, single point sign-on process. With Stream and Sphere, registration starts in the field and processing is performed in the cloud while the scan operator is driving back to the office. This allows off-site colleagues to already work on the data or share it with end-customers via FARO WebShare Software, the world's leading collaborative point cloud project management solution.

Additionally, Sphere leverages WebShare to integrate three customer service platforms: Knowledge Base, which provides technical product information, FARO Support, which provides 24-7 personalized service, and FARO Academy, which provides on-demand and live training and education programs.

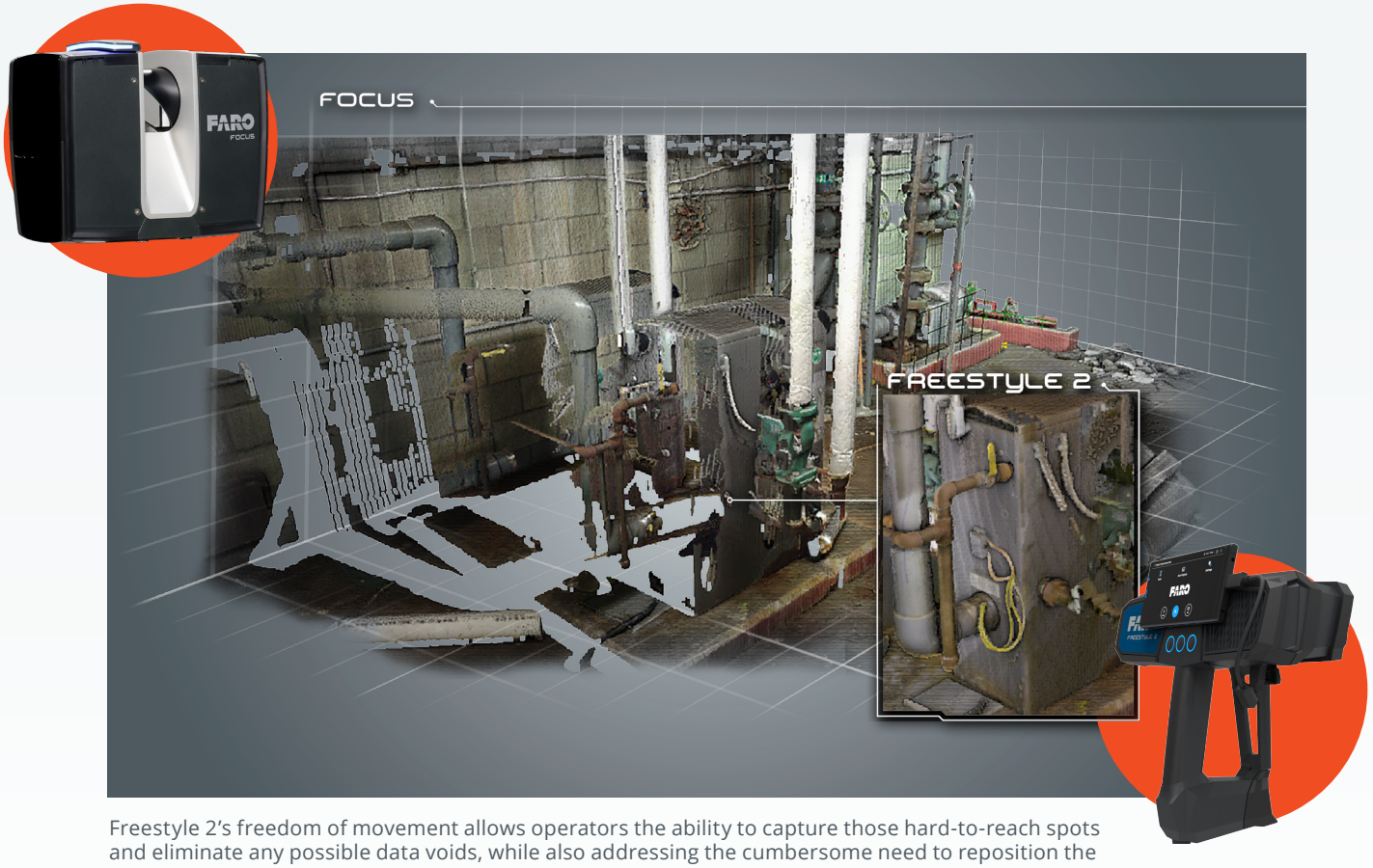
Snap-In Success

The new Focus is also designed to work seamlessly with the FARO Freestyle 2 Handheld Scanner, thanks to its “Snap-In” feature.

Save the time that is required for multiple scanner positions when it comes to scanning complex environments/structures, equipment or tight spaces. Snap-in enables the user to seamlessly add data starting from a Focus point cloud by using it as a reference for missing data from such hard-to-scan locations, including areas in shadow and objects with irregular geometries.

The two point clouds are then pre-registered in the same project. Together Focus and Freestyle 2 achieve what neither tool can do alone—provide both the speed and granularity of data capture to ensure that no on-site detail is missed.





Freestyle 2’s freedom of movement allows operators the ability to capture those hard-to-reach spots and eliminate any possible data voids, while also addressing the cumbersome need to reposition the Focus multiple times in an effort to capture that missing information.



Local Offices in over 25 countries around the world. Go to **www.faro.com** to learn more.

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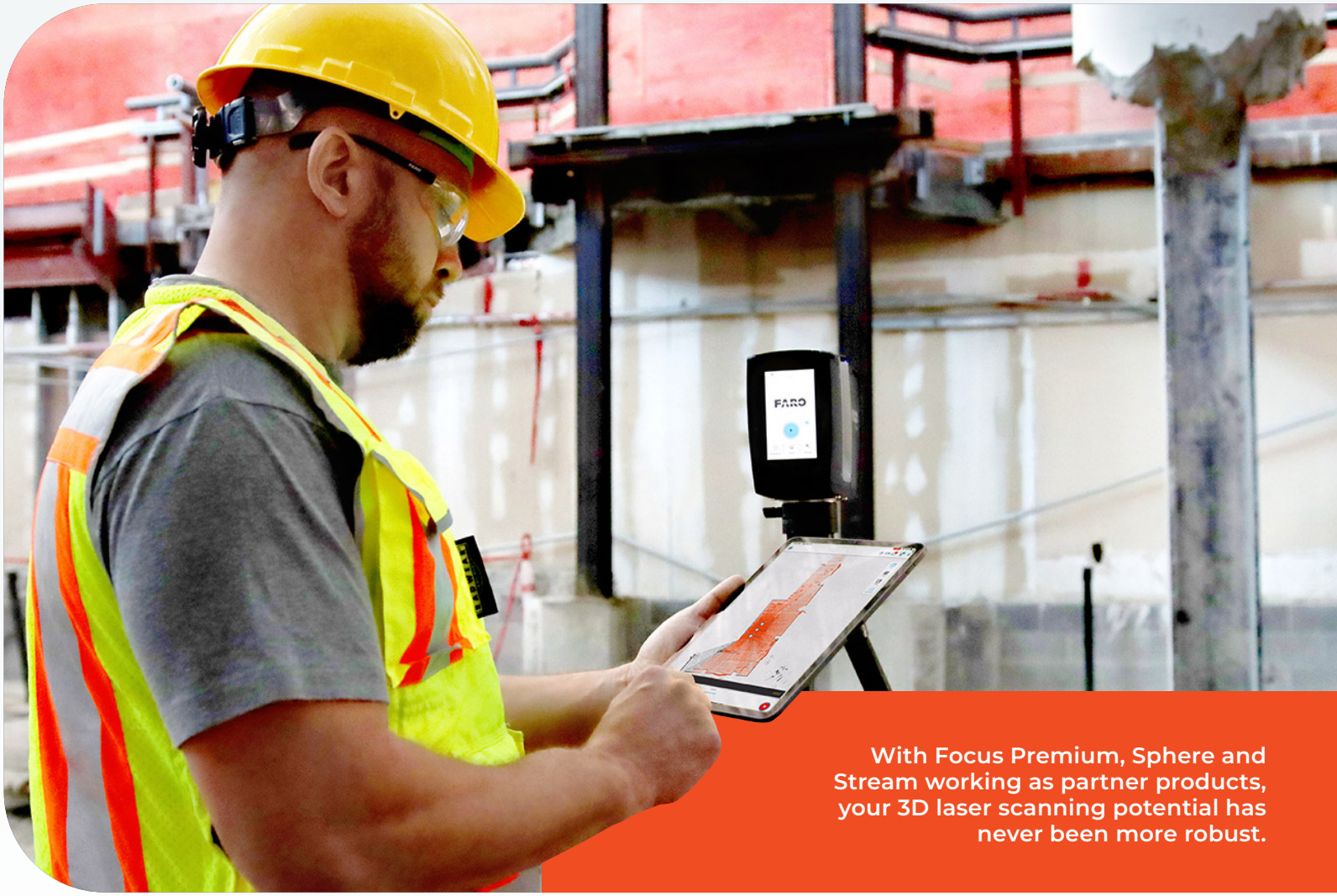
Revised: 3/9/2022

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A Workflow Wiz

Whether it's for Building Information Modeling (BIM), industrial facility management and infrastructure projects, or improved construction quality control, historic preservation and the sending of scan data for digital twinning for asset and facility management, the new Focus, paired with Sphere, via Stream, enables enhanced workflow efficiencies that will drive business success.

Sharing data seamlessly — and securely — through the cloud, wherever a Focus Premium operator is located is what sets this suite of complementary products apart. Contact your local sales representative or visit FARO.com to learn more.



With Focus Premium, Sphere and Stream working as partner products, your 3D laser scanning potential has never been more robust.

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 M6 CONSULTING FOR BUILDING AND SAFETY INSPECTION, CODE COMPLIANCE AND BUILDING PLAN REVIEW SERVICES,

Date: April 20, 2022

Agenda Item: 10.G

RECOMMENDATION:

Staff recommends that the City Council:

Authorize the City Manager to execute a Professional Services Agreement for building and safety inspection, code compliance and building plan review services with m6 Consulting, Inc. in a form approved by the City Attorney.

BACKGROUND:

Building and safety is involved in every planned and proposed development, including conditional use permits. Staff from the Building and Safety Division work to ensure all land development projects comply with adopted local and state codes and standards. The Community and Economic Development Department is ultimately responsible for overseeing building and safety and code related elements of development, including building inspections, plan checks, the administration of building codes and code compliance inspections. Development throughout the City has increased significantly requiring more staff and consulting time to adequately address building inspection, building plan check and code enforcement demands.

Since September 2021 CEDD has contracted with m6 Engineering to provide land development engineering services, building and safety inspections, code compliance and building plan review services. Staff is requesting a new contract with m6 to continue consulting services to assist the city in maintaining the highest level of customer service delivery.

The new contract with m6 would include continued assistance with Building Official Services (on call as needed):

In this context, Functions as the Building Official as required by the California Building Code, the Municipal Code, and relevant Federal and State laws. Issue Certificates of Use and Occupancy for building and structures. Assist in the coordination and oversight of the building permit, building inspection, building counter and building code enforcement services so that they function as one building and safety organization. Maintain, amend and develop

ordinances and regulations necessary to implement and enforce the latest editions of the California Building Code, including any and all related Codes, or other uniform safety codes, laws, or regulations as adopted or amended by the City deemed necessary by the City to protect the health safety and welfare of its citizens. Prepare building and safety code violation cases for submittal to the City Attorney's office when prosecution action is necessary to obtain compliance with existing codes and regulations. Assist in the administration and processing of complex Building Code issues and dispute resolution, including making final interpretations concerning the application of building and safety codes. Review discretionary applications for preliminary compliance with construction codes.

Inspection Services (minimum 3-days per week or as needed) The Building Inspector: Will be available to meet with City staff, builders, developers, and citizens to provide assistance and resolve any inspection issues that may arise. Shall attend and participate in required meetings with other City inspection and plan review staff, property owners, contractors and/or design professionals. Will review the permit package to verify that the on-site condition is consistent with the appropriate records for square footage, setbacks, heights, and other requirements that may be applicable Will comply with the City's procedures for reporting inspection results, use City inspection correction forms, make appropriate entries onto the permit documents, and follow City procedures prior to finalizing a building permit. Will verify that all inspection records, including daily records of what was inspected which will be recorded on the job card, and permit copy entered into the City's Building and Safety computer system. Will employ such techniques as necessary to minimize delays to builders and provide helpful advice and counsel to builders, owners, engineers and architects as to enhance the orderly flow of the construction process yet maintaining an effective level of enforcement.

Plan review services: will provide building and safety plan review services as needed for development plan submittals. Shall ensure that any construction changes are documented and approved by appropriate City staff.

Code Enforcement Services (two days a week) Investigate complaints from the public and staff regarding violations of the municipal codes, ordinances, standards and health and safety regulations. Initiate contact with residents, business representatives, and other parties to explain the nature of the violations and encourage compliance with municipal codes, zoning and land use ordinances, and community standards. Prepare notices of violation for non-compliance according to applicable codes and regulations Prepare reports for cases requiring legal action or civil abatement. When required, meet with legal counsel and provides testimony on criminal cases. Maintain records of complaints, inspections, violation notices and other field enforcement activities. Coordinate with City departments on cases as they relate to code enforcement.

ANALYSIS:

There have been no qualified applications received during the last sixteen months of open recruitment for the city's Building Official vacancy. Staff from the Community and Economic Development Departments have evaluated the services provided by m6 over the last seven months and determined that based on expertise and availability of staff, m6 has provided exceptional services for the City's building and code services. In addition, continuing the relationship with m6 creates an important continuity of service in the area of land development, building and safety and code compliance services. Consistent with the prior professional services agreement, m6 will be provided a work station at the Community and

Economic Development Department service center two to three times per week (depending upon demand), and m6 will collaborate with planning and building and safety staff on land development projects. The consultant will provide Building Official, Senior Building Inspector and Code Inspector services and will be responsible for coordinating all building and safety and code related development project plan review, approvals and inspections. The contract fee is not to exceed $200,000. The contract term will expire June 30, 2023 or when a full-time Building Official/Senior Building Inspector has been hired, whichever occurs first.

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:

Funding for all building and code consultant services are provided on a fee basis. Project applicants will pay fees which will cover the building review, plan checks, permits and inspection costs related to their specific projects. These fees typically fund various positions, primarily covering the Chief Building Official's duties. The contract will be funded from salary savings from the vacancies of the Planning and Economic Development Manager and Chief Building Official. Staff will process a budget adjustment, at the City Manager approval level, from 100-5-1001-001 and 100-5-3001-001 (salaries) in the total amount of $75,000 for FY 21/22 and $125,000 for FY 22/23, which will cover the consultant's services for the last six months of the current fiscal year, and entire next fiscal year respectively.

OPTIONS:

The Council has the following available alternative option to Staff’s recommendation: Do not authorize the City Manager to execute a Professional Services Agreement for building and safety inspection, code inspection and building plan review services with m6 Consulting, Inc.

This would result in increased inefficiencies and longer applicant review times due to the increasing development throughout the City. and limited resources.

ATTACHMENTS:

ATTACHMENT A m6 Professional Services Agreement Building & Safety (4-20-22).docx

CITY OF SANTA PAULA
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 20th day of April 2022 by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and **m6 Consulting Inc.**, a CALIFORNIA CORPORATION, with its principal place of business at 4165 E. THOUSAND OAKS BOULEVARD, SUITE 355, THOUSAND OAKS, CA 91362 ("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 ENGINEERING AND BUILDING & SAFETY SERVICES to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional BUILDING & SAFETY consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from January 1, 2022 to June 30, 2023 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 "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed **TWO HUNDRED THOUSAND DOLLARS ($200,000)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3 Responsibilities of Consultant.

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

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon

request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

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

Masoud Mahmoud, Building Official/Code Enforcement Manager,
Dan Chavin, Senior Supervising Inspector and Code Enforcement Officer

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

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

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and 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 Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations

of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

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

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

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

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

3.3.11.12 Insurance for 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 the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any 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, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or 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: **m6 Consulting Inc.**
4165 E. Thousand Oaks Boulevard
Suite 355
Westlake Village, CA 91362, US

ATTN: Robert Woodward, PE Principal Engineer

City:

City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060
ATTN: Community & Economic Development Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

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

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

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

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

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal

action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

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

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

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

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

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

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

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

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

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be

construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and 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 M6 CONSULTING INC.

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
John Cotti,
City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

m6 CONSULTING, INC.

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

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES

Scope of Services

Building Official Services (on call as needed):

- Function as the Building Official as set forth in the California Building Code, in other City adopted building codes, ordinance Municipal Code, and as specified in Federal and State law.
- Issue Certificates of Use and Occupancy for building and structures.
- Assist in the coordination and oversight of the building permit, building inspection, building counter and building code enforcement services so that they function as one building and safety organization.
- Maintain, amend and develop ordinances and regulations necessary to implement and enforce the latest editions of the California Building Code, including any and all related Codes, or other uniform safety codes, laws, or regulations as adopted or amended by the City deemed necessary by the City to protect the health safety and welfare of its citizens.
- Prepare building and safety code violation cases for submittal to the City Attorney's office when prosecution action is necessary to obtain compliance with existing codes and regulations.
- Assist in the administration and processing of complex Building Code issues and dispute resolution, including making final interpretations concerning the application of building and safety codes.
- Review discretionary applications for preliminary compliance with construction codes.

Inspection Services (minimum 3-days per week or as needed)

The Building Inspector:

- Will be available to meet with City staff, builders, developers, and citizens to provide assistance and resolve any inspection issues that may arise.
- Shall attend and participate in required meetings with other City inspection and plan review staff, property owners, contractors and/or design professionals.
- Will review the permit package to verify that the on-site condition is consistent with the appropriate records for square footage, setbacks, heights, and other requirements that may be applicable
- Will comply with the City's procedures for reporting inspection results, use City inspection correction forms, make appropriate entries onto the permit documents, and follow City procedures prior to finalizing a building permit.
- Will verify that all inspection records, including daily records of what was inspected which will be recorded on the job card, and permit copy entered into the City's Building and Safety computer system.
- Will employ such techniques as necessary to minimize delays to builders and provide helpful advice and counsel to builders, owners, engineers and architects as to enhance

the orderly flow of the construction process yet maintaining an effective level of enforcement.
- Provide plan review services for over the counter plan review for non-complex project submittals
- Shall ensure that any construction changes are documented and approved by appropriate City staff

Plan Check Services (two days a week)

1. ***Percentage of standard plan check fees***
   Plan Check fees are proposed below based as a percentage of such fees collected by the City based on the city's fee schedule, including Energy, CALGreen, and accessibility fees where applicable.

- Fees for Standard Plan Check Including 1st, 2nd & 3rd Reviews:
  - 68% for Residential plan review, including two rechecks. Hourly rates apply for additional reviews, revisions, and review of deferred submittal items
  - 68% for Commercial plan review, including two rechecks. Hourly rates apply for additional reviews, revisions, and review of deferred submittal items

2. ***Percentage standard re-check fees***

- Fees for Standard Plan Check Beyond 3rd Reviews:
  - Hourly rates apply for additional reviews, revisions and review of deferred submittal items

3. ***Percentage for expedited plan check fees***

- Fees for Expedited Plan Checks
  - 140% of the above fees
  -

Code Enforcement Services (two days a week)

- Investigate complaints from the public and staff regarding violations of the municipal codes, ordinances, standards and health and safety regulations.
- Initiate contact with residents, business representatives, and other parties to explain the nature of the violations and encourage compliance with municipal codes, zoning and land use ordinances, and community standards.
- Prepare notices of violation for non-compliance according to applicable codes and regulations
- Prepare reports for cases requiring legal action or civil abatement.
- When required, meet with legal counsel and provides testimony on criminal cases.
- Maintain records of complaints, inspections, violation notices and other field enforcement activities.
- Coordinate with City departments on cases as they relate to code enforcement.

EXHIBIT "B"
COMPENSATION

[***INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES***]

Fee Schedule

Rates should be billed hourly for services rendered and are comprehensive. In other words, the city should not be charged for project management and other operating costs. Mileage related to services provided will be charged at $0.58.5/mile.

Please provide hourly rates for the following:

Building Official:	$150
Senior Building Inspector:	$95
Code Inspector:	$80

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: ALCOHOL ENFORCEMENT AGREEMENT FOR PROJECT 21-CUP-03, VINCE'S CAFÉ INC. (DBA EL CAPRICHO RESTAURANT) LOCATED AT 827 E. MAIN STREET. (TYPE 47- BEER, WINE & DISTILLED SPIRITS – ON SALE GENERAL - EATING PLACE)

Date: April 20, 2022

Agenda Item: 10.H

RECOMMENDATION:

Staff recommends that the City Council:

Approve the Enforcement Agreement for Project No. 21-CUP-03, Vince Café Inc. (dba El Capricho) at 827 E. Main Street.

BACKGROUND:

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

Per SPMC Chapter 16.58 *Alcoholic Beverage Sales*, a Conditional Use Permit is required for alcohol sales. On January 25, 2022, the Santa Paula Planning Commission unanimously approved Resolution No. 3832 for Project 21-CUP-03 "El Capricho" restaurant for a CUP to authorize a new California ABC ***Type 47*** license (Attachment B), On-Sale General - Eating Place license that authorizes the sale of beer, wine and distilled spirits for consumption on the licensed premises.

ANALYSIS:

The Conditional Use Permit (CUP) granted to the Applicant under Santa Paula Planning Commission Resolution No. 3832 is predicated upon execution of an Enforcement Agreement between the Applicants and the City.

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

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

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

STRATEGIC PLAN:

None

FISCAL IMPACTS:

None

OPTIONS:

The following alternatives are available to the City Council:

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

ATTACHMENTS:

A- 21-CUP-03 Enforcement Agreement-Vince Cafe Inc-El Capricho.docx
B-21-CUP-03 Reso No. 3832.docx
C- VICINITY MAP.pdf
D- FLOOR PLAN.pdf
E- Site Photos.pdf

ATTACHMENT A

ENFORCEMENT AGREEMENT

Between
The City of Santa Paula (the City)
And (the Applicants)
Vince's Café Inc.
For Project No. 21-CUP-03, "El Capricho" Restaurant
827 E. Main Street, Santa Paula, CA 93060
for
CA ABC Type 47 license (beer, wine & distilled spirits-on sale general-eating place)

April 20, 2022

This agreement is entered into by the undersigned on April 20, 2022 at the City of Santa Paula, Ventura County, California as a consequence of the following facts:

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

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

C. On January 25, 2022 the Santa Paula Planning Commission unanimously approved Resolution No. 3832 for Project No: 21-CUP-03 Vince's Café Inc. "El Capricho", for a Conditional Use Permit (CUP) to authorize a new California ABC Type 47 license (beer, wine & distilled spirits-on sale general-eating place) located at 827 E. Main Street;

D. The CUP granted to the Applicant on January 25, 2022 by the Santa Paula Planning Commission Resolution No. 3832 is predicated upon execution of an Enforcement Agreement between the Applicants and the City;

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

NOW THEREFORE, the parties agree to the following:

I. PUBLIC DOCUMENT

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

II. CONDITIONS

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

a. The Applicant and all licensees, sublessees, must adhere to the Conditional Use Permit (CUP) granted to the Applicant under Santa Paula Planning Commission Resolution No. 3832 (attached).

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

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

d. There must be no advertising of alcoholic beverages, or promoting or indicating the availability of alcoholic beverages, visible outside of the establishment, including advertising directed to the exterior from the interior. The foregoing must not be deemed to preclude interior advertising not directed to the exterior, but which is incidentally visible outside the establishment.

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

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

III. BREACH OF THIS AGREEMENT

A breach of any condition listed in Section II (Conditions) above is a breach of this Agreement and a violation of the Applicants' Conditional Use Permit (CUP). Multiple

breaches of the Agreement may result in more severe penalties, including amendment or revocation of the CUP.

IV. ENFORCEMENT

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

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

V. ENFORCEMENT COSTS

Enforcement costs incurred by the City caused by noncompliance with the Agreement by the Applicants, and including, without limitation, citations for violations, issuance and collection of fines or other penalties, and related administrative paperwork and bookkeeping, must be fully recoverable by the City from the Applicants based upon a schedule of fully allocated hourly rates.

VI. APPEALS

Any violation or breach by the Applicants of the Agreement may be appealed in writing to the Planning Commission. The appeal must be filed in the Office of the Planning Department within ten days of the notice of the violation(s) being sent.

VII. AMENDMENTS

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

VIII. BINDING EFFECT

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

IX. FORCE MAJEURE

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

X. WAIVER OF BREACH

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

XI. ENTIRE AGREEMENT

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

XII. SEVERABILITY

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

XIII. GOVERNING LAW

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

XIV. CONSTRUCTION

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

XV. TRUTHFULNESS

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

XVI. REPRESENTATION BY COUNSEL

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

XVII. COUNTERPARTS

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

ENFORCEMENT AGREEMENT

Between
The City of Santa Paula (the City)
And (the Applicants)
Vince's Café Inc.
For Project No. 21-CUP-03, "El Capricho" Restaurant
827 E. Main Street, Santa Paula, CA 93060
for
CA ABC Type 47 license (beer, wine & distilled spirits-on sale general-eating place)

April 20, 2022

_____
Elizabeth B. Arenas, CEO/Applicant
Vince's Café Inc.

Date: _____

CITY OF SANTA PAULA:

_____
Dan Singer, City Manager

APPROVED AS TO FORM:

_____
John Cotti, City Attorney

ATTACHMENT B

RESOLUTION 3832

&

EXHIBIT A: CONDITIONS OF APPROVAL

RESOLUTION NO. 3832

A RESOLUTION OF THE SANTA PAULA PLANNING COMMISSION APPROVING A CONDITIONAL USE PERMIT FOR PROJECT NO. 2021-CUP-03 TO ALLOW THE SALE OF ALCOHOL IN COMPLIANCE WITH THE CALIFORNIA DEPARTMENT OF ALCOHOL AND BEVERAGE CONTROL TYPE 47 LICENSE PROVISIONS AT 827 E. MAIN STREET

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

SECTION 1: The Planning Commission finds and declares that:

A. On November 4, 2021, Elizabeth Arenas on behalf of Vince's Café Inc. (Operator) and Eugenia B. Arenas (Property Owner) filed an application for Project No. 2021-CUP-03, a Conditional Use Permit to allow the sale of alcohol on-site in compliance with the California Department of Alcohol and Beverage Control Type 47 license provisions at an existing restaurant doing business as El Capricho Restaurant at 827 E. Main Street (APN: 103-0-101-105);

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

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

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

E. The Planning Division completed its review and scheduled a public hearing regarding the application before this Commission for January 25, 2022;

F. On January 25, 2022, the Commission opened a public hearing to receive public testimony and other evidence regarding the application including without limitation, information provided to the Commission by the Applicant; and

G. The Commission considered the information provided by City staff, public testimony, and the Applicant's representative. This Resolution, and its findings, are made based upon the evidence presented to the Commission at its January 25, 2022 hearing including, without limitation, the staff report submitted by the Planning Division.

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

A. The Applicant is requesting a Conditional Use Permit to allow the sale of beer, wine, and distilled spirits (ABC License - Type 47) with the existing restaurant use in the Central Business District zone at 827 E. Main Street.

B. The facility would operate under a California Department of Alcohol and Beverage Control Type 47 on-sale license.

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

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

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

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

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

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

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

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

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

D. The proposed business would operate under a California Department of Alcohol and Beverage Control Type 47 (Restaurant) on sale general – eating place license which authorizes the sale of beer, wine and distilled spirits for consumption on or off the premises where sold. Must operate and maintain the licensed premises as a bona fide eating place. Must maintain suitable kitchen facilities, and must make actual and substantial sales of meals for consumption on the premises. Minors are allowed on the premises.

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

   The Project site is located in Census Tract 6 of the California Department of Alcoholic Beverage Control's (ABC) license grid for the City of Santa Paula. According to Department of Alcohol and Beverage Control Census Tract 6 is allowed 7 on sale licenses and 14 exist. Therefore, according to ABC Census Tract 6, the project will contribute to the over-concentration of on-sale licenses. Though over-concentrated with on sale licenses, ABC may still approve the application if the Department determines that issuance of the license will serve the "public convenience or necessity" at this particular location. Under Business and Professions Code Section 23958.4(b)(1), the ABC, and not the City, makes the "public convenience or necessity" finding when an applicant is requesting an on-sale (but not off-sale) ABC license.

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

to the nature and type of the restaurant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6: *Approval.* Subject to the conditions listed on the attached Exhibit "A," which are incorporated into this Resolution by reference, the Planning Commission grants a Conditional Use Permit for Project No. 2021-CUP-03.

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

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

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

Project No. 2021-CUP-03
827 E. Main Street

PASSED AND ADOPTED this 25th day of January 2022.

_____
Jason Herber
Chair
City of Santa Paula Planning Commission

ATTEST:

_____
James Mason
Secretary
City of Santa Paula Planning Commission

APPROVED AS TO FORM:

_____
Monica Castillo
Assistant City Attorney
City of Santa Paula

EXHIBIT A

RESOLUTION 3832 CONDITIONS OF APPROVAL

EXHIBIT A
RESOLUTION NO. 3832
CONDITIONS OF APPROVAL

Project No. 2021-CUP-03
Vince's Café Inc.
827 E Main Street - APN: 103-0-101-105

In addition to all applicable provisions of the Santa Paula Municipal Code ("SPMC"), Vince's Café Inc. "(Applicant") agrees for itself, its heirs and assigns that it will comply with the following provisions as Conditions for the City of Santa Paula's Approval of Project No. 21-CUP-03 ("Conditions of Approval").

I. GENERAL CONDITIONS

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

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

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

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

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

II. PLANNING

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

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

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

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

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

8. CA ABC License Required. Before the sale of alcohol may commence, the Applicant must obtain California Department of Alcoholic Beverage Control alcohol license Type 47 for the subject location at 827 E. Main Street.

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

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

11. No alcohol shall be sold on weekdays between the hours of 6:00 pm and 7:00 am.

III. INDEMNIFICATION

12. Indemnification. The Applicant agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of Project No. 2021-CUP-03. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the City approval of Project No. 2021-CUP-03, the Applicant agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "the City" includes the City of Santa Paula's elected officials, appointed officials, officers, and employees.

Project No. 2021-CUP-03

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

_____ _____

Date

Elizabeth Arenas
CEO & Secretary of Vince's Café Inc.



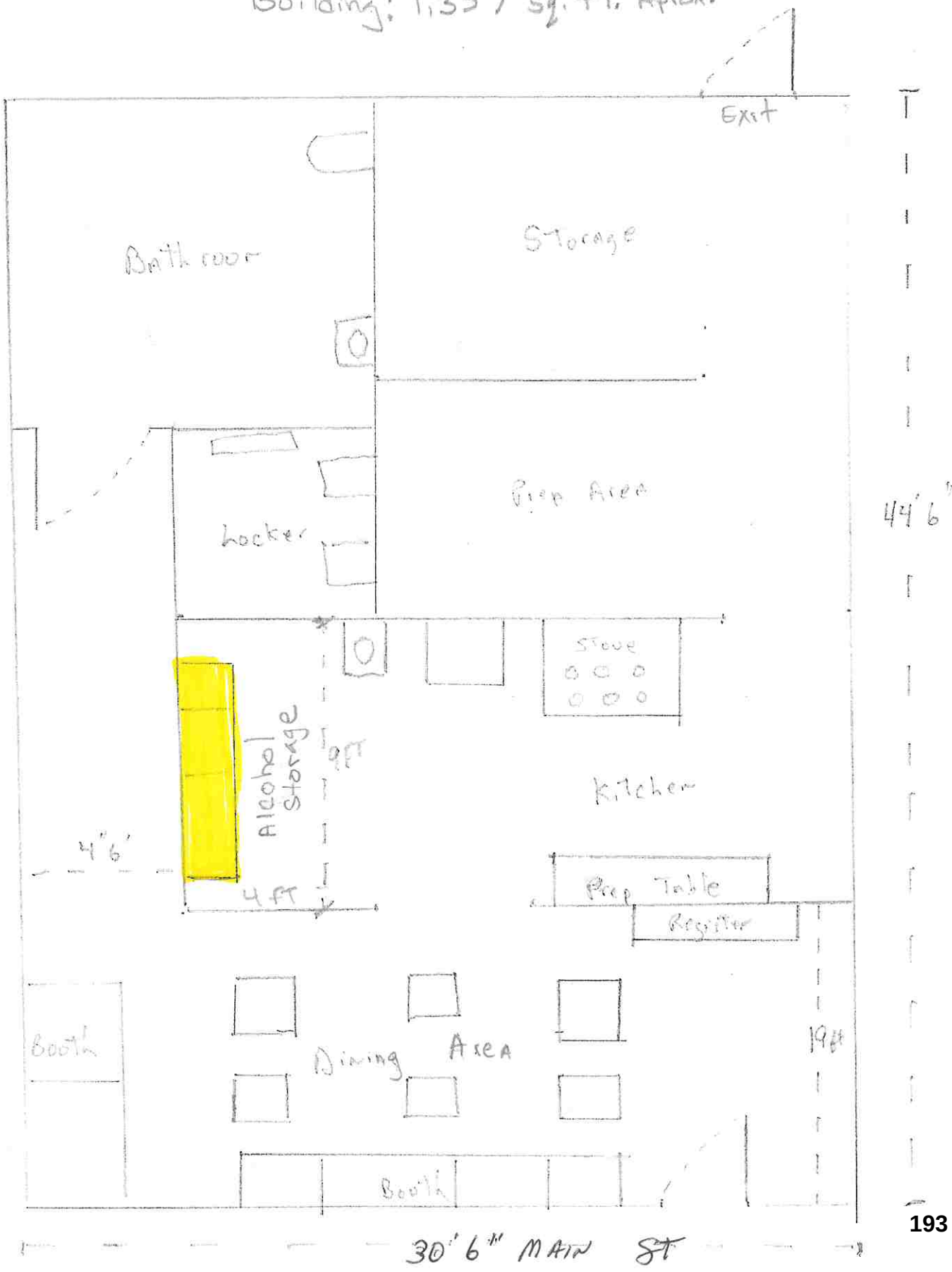
827 E. MAIN STREET- VICINITY MAP

El Capricho

Interior - Floor plan,

827 E. Main St.

Building: 1,357 sq. ft. Aprox.



Not To Scale

Project. 21-CUP-03
827 E. MAIN STREET (VINCE'S CAFÉ INC., DBA. EL CAPRICHO)



VIEW OF FRONT



VIEW OF EAST



VIEW OF REAR



VIEW OF WEST

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: EXISTING TEMPORARY WATERLINE VACATION - HARVEST AT LIMONEIRA

Date: April 20, 2022

Agenda Item: 10.I

RECOMMENDATION:

Staff recommends that the City Council

1. Take action to quitclaim its interest in, and to, the East Area 1 Temporary Access and Waterline Easement.

BACKGROUND:

In order to provide increased water storage and pressure to existing City users, Section 3.2.1 of the Development Agreement requires Limoneira Lewis Community Builders, LLC (Limoneira Lewis) to construct a three-million gallon potable water tank and related water transmission facilities. The tank is fed by a temporary water line that runs over a Temporary Access and Water Line Easement owned by the City. A copy of the Temporary Access and Waterline Easement Deed (Easement Deed), recorded on July 25, 2019 as Document No. 20190725-00084155-0, is attached as Exhibit A and a photo of the temporary water line and easement area (in red) and the future permanent line (in yellow) is attached as Exhibit B.

ANALYSIS:

The Easement Deed is intended to terminate by its own terms at such time as a permanent water pipeline is completed by Limoneira Lewis and a Notice of Completion is filed and recorded. Limoneira Lewis has substantially completed construction of the three-million gallon tank. Currently, there is insufficient demand for water service in the area of the water tank and it has not been placed online; therefore, the permanent water line has not yet been constructed. Limoneira Lewis is aware that the City cannot accept the water tank until the permanent water line is constructed and sufficient demand for water service is achieved within the Harvest at Limoneira development.

Because the Haun Creek Neighborhood is nearly complete, and grading and homebuilding will soon begin in the Foothill Neighborhood, Limoneira Lewis has requested that the City waive the requirement to complete the permanent water line and quitclaim the Easement Deed to facilitate the start of construction activities in the Foothill Neighborhood. A copy of the quitclaim deed is attached as Exhibit C. The permanent water line, which will also run through the

Foothill Neighborhood, will be constructed along with other backbone infrastructure in the Foothill Neighborhood. Limoneira Lewis is aware that after abandonment of the temporary water line the existing tank will be without water service until the permanent water line is completed and accepted by the City.

STRATEGIC PLAN:

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

FISCAL IMPACTS:

There are no direct fiscal impacts associated with this action.

OPTIONS:

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

1. The Council can decline to quitclaim its interest. Doing so, however, may delay construction activities in the next phase of the Harvest Project (i.e., the Foothill Neighborhood).

ATTACHMENTS:

Exhibit A-Temporary Access and Waterline Easement Deed.pdf
Exhibit B-Aerial Photo of Water Lines.pdf
Exhibit C- Quitclaim Deed.pdf

EXHIBIT A

Temporary Access and Waterline Easement Deed

RECORDING REQUESTED BY / SYNRGO
LAWYERS TITLE COMPANY

RECORDING REQUESTED BY

CITY OF SANTA PAULA

WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF SANTA PAULA
970 VENTURA STREET
SANTA PAULA, CA 93060

TO#4192404

20190725-00084155-0 1/8
Ventura County Clerk and Recorder
MARK A. LUNN
07/25/2019 08:00:00 AM
1493248 $.00 ES

Electronically Recorded in Official Records, County of Ventura

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX IS NOT APPLICABLE.
NO FEE PER GOVERNMENT CODE 6103

A.P.N. 107-0-220-065

TEMPORARY ACCESS AND WATERLINE EASEMENT DEED

By this instrument dated June 21, 2019, for valuable consideration, receipt of which is hereby acknowledged,

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company ("Grantor"), hereby GRANTS to

THE CITY OF SANTA PAULA, a California municipal corporation, of the State of California, its successors or assigns ("Grantee"), an easement and right-of-way for, and the right to use for TEMPORARY ACCESS AND WATERLINE EASEMENT purposes, and those appurtenances and uses commonly associated therewith, through, in, on, over, above, under and across that certain portion of Grantor's real property situated in the City of Santa Paula, County of Ventura, State of California, more particularly described on Exhibit "A" and illustrated on Exhibit "B", attached hereto and made a part hereof by this reference.

SEE LEGAL DESCRIPTION MARKED EXHIBIT "A" AND A DEPICTION THEREOF MARKED EXHIBIT "B", ATTACHED HERETO AND INCORPORATED HEREBY REFERENCED.

The Grantor grants to Grantee the right to use the above described Temporary Access and Waterline Easement, and for purposes incidental to the operation and maintenance of Grantee's water pipeline to enter upon and to pass and repass over and along said easement and right-of-way. and to deposit tools, implements and other materials thereon and to utilize construction, automotive, and other equipment thereon, by said Grantee, its officers, agents and employees and by any contractor, his agents and employees, engaged by said Grantee, whenever and wherever necessary for the purposes above set forth. The right to use shall cease and be terminated at such time as the permanent water pipeline is completed by Grantor and a Notice of Completion is filed and Recorded at the Los Angeles County Recorder's office by Grantor.

While in effect, Grantors shall not erect any building, fence or other structure upon said easement which will in any way interfere with Grantee's rights and operations hereunder. Grantee shall have the right to trim, cut and/or remove trees, foliage and roots upon and from within the area.

[Signatures follow on next page]

"Grantor"

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC
a Delaware limited liability company

By: _____

Name: MARK PALAMOUNTAIN

Its: Limoneira Agent

By: _____

Name: Amyun Goodman

Its: Lewis Agent

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

State of California
County of VENTURA)

On JUNE 21, 2019 before me, DEANNA RULE, NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

DEANNA RULE
Notary Public - California
Ventura County
Commission # 2214082
My Comm. Expires Oct 6, 2021

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

State of California
County of San Bernardino)

On June 26, 2019 before me, Patricia Gonzalez Gomez, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature P. Gonzalez (Seal)

PATRICIA GONZALEZ GOMEZ
Notary Public – California
San Bernardino County
Commission # 2198331
My Comm. Expires May 21, 2021

CERTIFICATE OF ACCEPTANCE

Pursuant to Government Code §27281, this is to certify that the interest in real property conveyed by the Temporary Access and Waterline easement deed dated June 24, 2019, from Limoneira Lewis Community Builders, LLC ("Grantors") to the City of Santa Paula, a municipal corporation, ("City/Grantee"), is hereby accepted by order of the undersigned on behalf of the City pursuant to the authority conferred by minute order dated February 26, 2015, of the City and Grantee consents to the recordation thereof by its duly authorized officer.

DATED: 7/11, 2019 CITY OF SANTA PAULA

By: _____
Michael K. Rock, City Manager

ATTEST:

_____
Lucy Blanco, City Clerk
(seal)

EXHIBIT "A"
(Temporary Access and Waterline Easement)

Those portions of Lot 10 and Parcel E of Tract No. 5854 in the City of Santa Paula, State of California, per map recorded on December 20, 2017 in Book 165, at Page 83 of Miscellaneous Records (Maps), in the Office of the County Recorder of said County, described as follows:

Beginning at the northwesterly terminus of the northeasterly right-of-way line of ***Santa Paula Street (70 feet wide)*** and lying on the westerly line of said Lot 10; thence,

1st North 32°56'56" West, a distance of 290.75 feet to a point on the westerly line of said Lot 10 shown as having the bearing and distance of *N18°38'23"E, 115.15'* on said map, said point lying 4.78 feet southerly from the northerly terminus thereof; thence along said line,

2nd North 18°38'23" East, a distance of 4.78 feet to said northerly terminus; thence,

3rd North 20°29'41" West, a distance of 82.37 feet; thence,

4th North 15°16'13" West, a distance of 121.67 feet; thence,

5th North 34°09'23" West, a distance of 156.70 feet; thence,

6th North 46°50'58" West, a distance of 97.19 feet; thence,

7th North 67°33'20" West, a distance of 159.29 feet to a point on the westerly line of said Lot 10 shown as having the bearing and distance of *N79°48'53"W, 236.66'* on said map; thence along said westerly line the following two courses,

8th North 79°48'53" West, a distance of 59.42 feet; thence,

9th North 41°16'48" West, a distance of 28.50 feet; thence leaving said westerly line,

10th North 67°33'20" West, a distance of 154.14 feet; thence,

11th North 00°39'13" West, a distance of 104.80 feet to a point on the westerly line of said Lot 10 shown as having the bearing and distance of *N41°16'48"W, 265.91'* on said map; thence,

12th North 78°29'47" East, a distance of 304.19 feet; thence,

13th North 58°01'45" East, a distance of 225.07 feet; thence,

14th North 48°36'30" East, a distance of 43.86 feet; thence,

15th North 60°46'30" East, a distance of 359.45 feet; thence,

Non-Order Search
Doc: VN:2019 00084155

Requested By: perry.obriant, Printed: 11/14/2019 2:0

16th North 54°57'55" East, a distance of 27.78 feet; thence,

17th South 35°10'49" East, a distance of 45.00 feet to a line parallel with and distant southerly 45.00 feet from, the above-described 16th course; thence along said parallel line,

18th South 54°57'55" West, a distance of 30.18 feet to a line parallel with and distant southerly 45.00 feet from, the above-described 15th course; thence along last said parallel line,

19th South 60°46'30" West, a distance of 356.94 feet to a line parallel with and distant southerly 45.00 feet from, the above-described 14th course; thence along last said parallel line,

20th South 48°36'30" West, a distance of 42.77 feet to a line parallel with and distant southerly 45.00 feet from, the above-described 13th course; thence along last said parallel line,

21st South 58°01'45" West, a distance of 214.52 feet to a line parallel with and distant southerly 37.17 feet from, the above-described 12th course; thence along last said parallel line,

22nd South 78°29'47" West, a distance of 264.04 feet to a line parallel with and distant easterly 75.00 feet from, the above-described 11th course; thence along last said parallel line,

23rd South 00°39'13" East, a distance of 64.39 feet to a line parallel with and distant northeasterly 45.00 feet from, the above-described 10th and 7th courses; thence along last said parallel line,

24th South 67°33'20" East, a distance of 356.81 feet to a line parallel with and distant northeasterly 49.90 feet from, the above-described 6th course; thence along last said parallel line,

25th South 46°50'58" East, a distance of 97.55 feet; thence,

26th South 34°28'28" East, a distance of 161.21 feet to a line parallel with and distant easterly 47.50 feet from, the above-described 4th course; thence along last said parallel line,

27th South 15°16'13" East, a distance of 151.75 feet; thence,

28th South 30°21'15" East, a distance of 130.90 feet; thence,

29th South 26°16'43" East, a distance of 86.81 feet; thence,

30th South 34°55'01" East, a distance of 272.42 feet, more or less, to a point on the northerly right-of-way curve joining the northeasterly line of said ***Santa Paula Street*** and the northwesterly line of ***Harvest Loop (70 feet wide)***, also being the southerly line of said Lot 10.

Contains: 2.46 Acres, more or less

Non-Order Search
Doc: VN:2019 00084155

Requested By: perry.obriant, Printed: 11/14/2019 2:0

The above-described parcel of land is delineated on the attached Exhibit B.

William T. Hurdle
PLS 5453

5-15-2019
Date



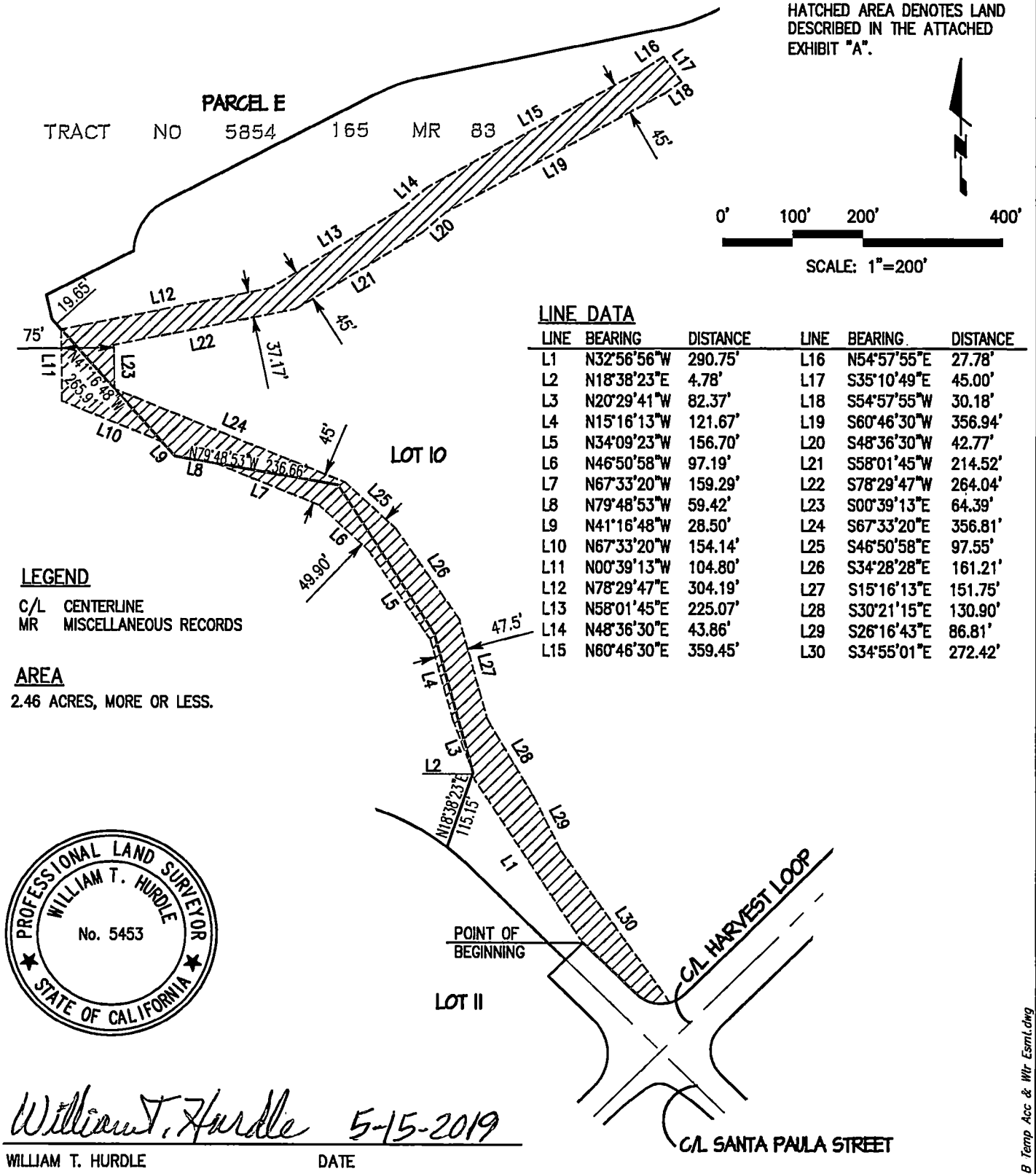
Non-Order Search
Doc: VN:2019 00084155

Requested By: perry.obriant, Printed: 11/14/2019 2:(

EXHIBIT "B"

SHEET 1 OF 1

(TEMPORARY ACCESS AND WATERLINE EASEMENT)



LINE DATA

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N32°56'56"W	290.75'	L16	N54°57'55"E	27.78'
L2	N18°38'23"E	4.78'	L17	S35°10'49"E	45.00'
L3	N20°29'41"W	82.37'	L18	S54°57'55"W	30.18'
L4	N15°16'13"W	121.67'	L19	S60°46'30"W	356.94'
L5	N34°09'23"W	156.70'	L20	S48°36'30"W	42.77'
L6	N46°50'58"W	97.19'	L21	S58°01'45"W	214.52'
L7	N67°33'20"W	159.29'	L22	S78°29'47"W	264.04'
L8	N79°48'53"W	59.42'	L23	S00°39'13"E	64.39'
L9	N41°16'48"W	28.50'	L24	S67°33'20"E	356.81'
L10	N67°33'20"W	154.14'	L25	S46°50'58"E	97.55'
L11	N00°39'13"W	104.80'	L26	S34°28'28"E	161.21'
L12	N78°29'47"E	304.19'	L27	S15°16'13"E	151.75'
L13	N58°01'45"E	225.07'	L28	S30°21'15"E	130.90'
L14	N48°36'30"E	43.86'	L29	S26°16'43"E	86.81'
L15	N60°46'30"E	359.45'	L30	S34°55'01"E	272.42'

LEGEND

C/L CENTERLINE
MR MISCELLANEOUS RECORDS

AREA

2.46 ACRES, MORE OR LESS.

PROFESSIONAL LAND SURVEYOR
WILLIAM T. HURDLE
No. 5453
STATE OF CALIFORNIA

William T. Hurdle 5-15-2019

WILLIAM T. HURDLE DATE
PLS 5453

JENSEN DESIGN & SURVEY, INC. 1672 DONLON STREET, VENTURA, CA 93003 (805) 654-6977

4521 Ex B Temp Acc & Wtr Esmt.dwg

EXHIBIT B

Aerial Photo of Water Lines


Harvest Loop
Pomegranate St
Seville Dr
Harvest at Limoneira
Lennar at Harvest at Limoneira
Harvest Loop
Oaks Mobilestates
Peres Ln

EXHIBIT C

Quitclaim Deed

RECORDING REQUESTED BY AND
WHEN RECORDED MAILED TO:

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

Space Above This Line for Recorder's Use Only

APN: 107-0-220-065 **No fee per Govt. Code § 27383**

QUITCLAIM DEED

THE CITY OF SANTA PAULA, a California municipal corporation, herein called "Grantor," does hereby **REMISE**, **RELEASE** and **QUITCLAIM** to **LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC,** a Delaware limited liability company, herein called "Grantee," that certain easement and right-of-way for, and those appurtenances and uses commonly associated therewith, though, in, on, over, above, under and across that certain portion of real property located in the City of Santa Paula, County of Ventura, State of California, more particularly described as follows:

See legal description described in **Exhibit "A"** and depicted on **Exhibit "B"** attached hereto and made a part hereof

which Grantor acquired by way of that Temporary Access and Waterline Easement Deed, recorded as Document Number 20190725-00084155-0, on July 25, 2019 in the Official Records of the County of Ventura, California. This Quitclaim Deed and the provisions contained herein shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective heirs, administrators, personal representatives, executors, devisees, successors and assigns.

IN WITNESS WHEREOF, this instrument has been executed on this __ day of _____, 2022.

THE CITY OF SANTA PAULA,
a California municipal corporation

By: _____

Title: City Manager

By: _____

Title: City Clerk

ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

ACKNOWLEDGMENT

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State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

EXHIBIT "A"
(Temporary Access and Waterline Easement)

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1st North 32°56'56" West, a distance of 290.75 feet to a point on the westerly line of said Lot 10 shown as having the bearing and distance of *N18°38'23"E, 115.15'* on said map, said point lying 4.78 feet southerly from the northerly terminus thereof; thence along said line,

2nd North 18°38'23" East, a distance of 4.78 feet to said northerly terminus; thence,

3rd North 20°29'41" West, a distance of 82.37 feet; thence,

4th North 15°16'13" West, a distance of 121.67 feet; thence,

5th North 34°09'23" West, a distance of 156.70 feet; thence,

6th North 46°50'58" West, a distance of 97.19 feet; thence,

7th North 67°33'20" West, a distance of 159.29 feet to a point on the westerly line of said Lot 10 shown as having the bearing and distance of *N79°48'53"W, 236.66'* on said map; thence along said westerly line the following two courses,

8th North 79°48'53" West, a distance of 59.42 feet; thence,

9th North 41°16'48" West, a distance of 28.50 feet; thence leaving said westerly line,

10th North 67°33'20" West, a distance of 154.14 feet; thence,

11th North 00°39'13" West, a distance of 104.80 feet to a point on the westerly line of said Lot 10 shown as having the bearing and distance of *N41°16'48"W, 265.91'* on said map; thence,

12th North 78°29'47" East, a distance of 304.19 feet; thence,

13th North 58°01'45" East, a distance of 225.07 feet; thence,

14th North 48°36'30" East, a distance of 43.86 feet; thence,

15th North 60°46'30" East, a distance of 359.45 feet; thence,

Non-Order Search
Doc: VN:2019 00084155

Requested By: perry.obriant, Printed: 11/14/2019 2:00 PM

16th North 54°57'55" East, a distance of 27.78 feet; thence,

17th South 35°10'49" East, a distance of 45.00 feet to a line parallel with and distant southerly 45.00 feet from, the above-described 16th course; thence along said parallel line,

18th South 54°57'55" West, a distance of 30.18 feet to a line parallel with and distant southerly 45.00 feet from, the above-described 15th course; thence along last said parallel line,

19th South 60°46'30" West, a distance of 356.94 feet to a line parallel with and distant southerly 45.00 feet from, the above-described 14th course; thence along last said parallel line,

20th South 48°36'30" West, a distance of 42.77 feet to a line parallel with and distant southerly 45.00 feet from, the above-described 13th course; thence along last said parallel line,

21st South 58°01'45" West, a distance of 214.52 feet to a line parallel with and distant southerly 37.17 feet from, the above-described 12th course; thence along last said parallel line,

22nd South 78°29'47" West, a distance of 264.04 feet to a line parallel with and distant easterly 75.00 feet from, the above-described 11th course; thence along last said parallel line,

23rd South 00°39'13" East, a distance of 64.39 feet to a line parallel with and distant northeasterly 45.00 feet from, the above-described 10th and 7th courses; thence along last said parallel line,

24th South 67°33'20" East, a distance of 356.81 feet to a line parallel with and distant northeasterly 49.90 feet from, the above-described 6th course; thence along last said parallel line,

25th South 46°50'58" East, a distance of 97.55 feet; thence,

26th South 34°28'28" East, a distance of 161.21 feet to a line parallel with and distant easterly 47.50 feet from, the above-described 4th course; thence along last said parallel line,

27th South 15°16'13" East, a distance of 151.75 feet; thence,

28th South 30°21'15" East, a distance of 130.90 feet; thence,

29th South 26°16'43" East, a distance of 86.81 feet; thence,

30th South 34°55'01" East, a distance of 272.42 feet, more or less, to a point on the northerly right-of-way curve joining the northeasterly line of said ***Santa Paula Street*** and the northwesterly line of ***Harvest Loop (70 feet wide)***, also being the southerly line of said Lot 10.

Contains: 2.46 Acres, more or less

Non-Order Search
Doc: VN:2019 00084155

Requested By: perry.obriant, Printed: 11/14/2019 2:00 PM

The above-described parcel of land is delineated on the attached Exhibit B.

William T. Hurdle
PLS 5453

5-15-2019
Date



Non-Order Search
Doc: VN:2019 00084155

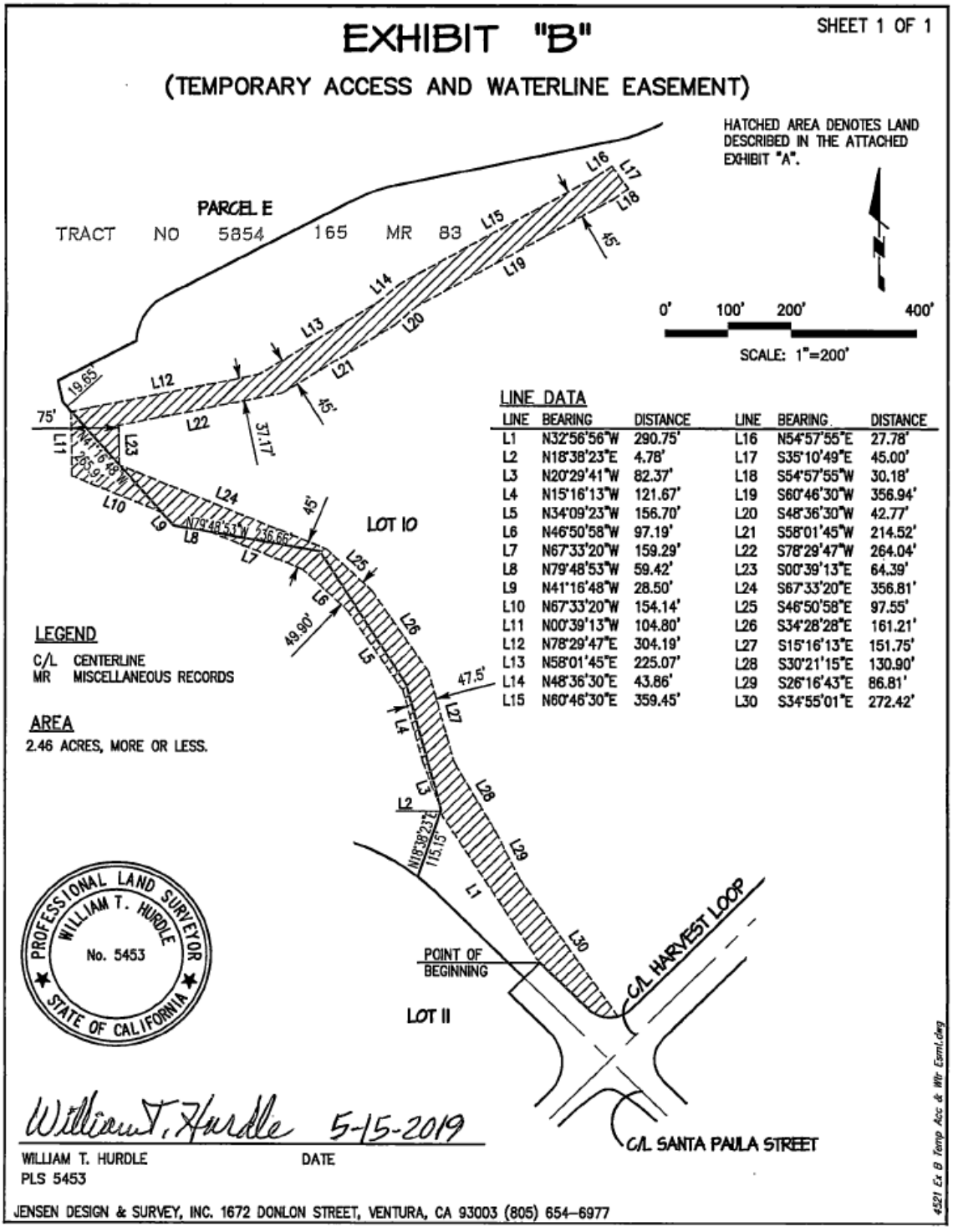
Requested By: perry.obriant, Printed: 11/14/2019 2:00 PM

EXHIBIT B

EXHIBIT "B"

SHEET 1 OF 1

(TEMPORARY ACCESS AND WATERLINE EASEMENT)



LINE DATA

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N32°56'56"W	290.75'	L16	N54°57'55"E	27.78'
L2	N18°38'23"E	4.78'	L17	S35°10'49"E	45.00'
L3	N20°29'41"W	82.37'	L18	S54°57'55"W	30.18'
L4	N15°16'13"W	121.67'	L19	S60°46'30"W	356.94'
L5	N34°09'23"W	156.70'	L20	S48°36'30"W	42.77'
L6	N46°50'58"W	97.19'	L21	S58°01'45"W	214.52'
L7	N67°33'20"W	159.29'	L22	S78°29'47"W	264.04'
L8	N79°48'53"W	59.42'	L23	S00°39'13"E	64.39'
L9	N41°16'48"W	28.50'	L24	S67°33'20"E	356.81'
L10	N67°33'20"W	154.14'	L25	S46°50'58"E	97.55'
L11	N00°39'13"W	104.80'	L26	S34°28'28"E	161.21'
L12	N78°29'47"E	304.19'	L27	S15°16'13"E	151.75'
L13	N58°01'45"E	225.07'	L28	S30°21'15"E	130.90'
L14	N48°36'30"E	43.86'	L29	S26°16'43"E	86.81'
L15	N60°46'30"E	359.45'	L30	S34°55'01"E	272.42'

William T. Hurdle 5-15-2019

WILLIAM T. HURDLE DATE
PLS 5453

JENSEN DESIGN & SURVEY, INC. 1672 DONLON STREET, VENTURA, CA 93003 (805) 654-6977

4321 Ex B Temp Acc & Wtr Esmt.dwg

Non-Order Search
Doc: VN:2019 00084155

Requested By: perry.obriant, Printed: 11/14/2019 2:00 PM

ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS DELEGATE REPRESENTATIVE

Date: April 20, 2022

Agenda Item: 10.J

RECOMMENDATION:

Staff recommends Council:
Appoint Councilmember Carlos Juarez as the Voting Delegate at the SCAG's 2022 Annual Meeting of the General Assembly on May 5 and 6, 2022.

BACKGROUND:

Southern California Association of Governments (SCAG) convenes the General Assembly to bring together the official representatives of SCAG's membership and help set the agency's course for the coming year.

The 2022 Annual Meeting of the General Assembly will be held at the JW Marriott Desert Springs Resort & Spa, on May 5, 2022. In order for the City of Santa Paula to be represented at this meeting, Council will need to appoint a Voting Delegate/Alternate Representative.

ANALYSIS:

Traditionally, the Mayor serves to represent the City at such regional meetings, however the dates for this Assembly create conflicts for both the Mayor and Vice Mayor. As a result, Councilmember Juarez has agreed to attend the Annual Meeting and represent the City as a voting delegate, pending Council approval.

STRATEGIC PLAN:

FISCAL IMPACTS:

Most costs involved with attending the Assembly will be reimbursed by SCAG.

OPTIONS:

The Council can choose not to participate in this year's SCAG Annual Meeting and reject the appointment of a Councilperson to send to the Meeting.

ATTACHMENTS:

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: A RECOMMENDATION THAT THE CITY COUNCIL ADOPT ORDINANCE NO. 1316 AMENDING CHAPTER 16.58 OF THE SANTA PAULA MUNICIPAL CODE TO EXCLUDE ESTABLISHMENTS WITHIN THE CENTRAL BUSINESS DISTRICT FROM THE SEPARATION REQUIREMENT FOR ONSITE SALE OF ALCOHOL

Date: April 20, 2022

Agenda Item: 11.A

RECOMMENDATION:

That the City Council

- Open the public hearing;
- Receive testimonial and documentary evidence; and
- Adopt Ordinance No. 1316 Amending Chapter 16.58 of the Santa Paula Municipal Code to Exclude Establishments within the Central Business District from the Separation Requirement for On-Site Sale of Alcohol; and Find that the Ordinance Is not a "Project" or Is Otherwise Exempt from CEQA.

Presented by: James Mason, Community Development Director

BACKGROUND:

The Santa Paula Municipal Code Chapter 16.58 Alcoholic Beverage Sales, § 16.58.010 (C) Development Standards and Use Conditions states that except for temporary sales of alcohol, sale of alcoholic beverages within 300 feet of a public or private school is prohibited on weekdays between the hours or 7:00 a.m. and 6:00 p.m. (referred to as the "separation requirement"). The Central Business District (CBD), outlined in Attachment C, is generally defined by the geographic boundaries of Main Street from 8th Street to 11th Street.

By eliminating the separation restrictions for on-site sale of alcohol related to school, the City will have the opportunity to attract more dining and entertainment in the Central Business District and support the economic health of our historic downtown corridor.

The City of Santa Paula CBD continues to experience an increase in the number of restaurants interested in serving alcohol. As a result, the increased concentration of on-site alcohol permits coupled with the potential for more requests for such permits will be limited by the proximity of the Central Business District to schools. The proposed ordinance amendment would also allow greater flexibility for downtown businesses serving alcohol on-site and will

help to increase revenues and City sales tax generation.

There is currently one school, Vista Charter School, located at 106 N 8th Street adjacent to the eastern border of the CBD. Within the stated separation requirement of 300 feet there are two establishments with on-site alcohol permits that were in operation prior to the opening of the school, Pallazio Event Center at 814 E Main Street and Anna's Cider at 801 E Main Street. In addition, there are two new alcohol permits under review for restaurants in the CBD, Gunsmoke Barbeque at 817 E Main Street and El Caprichio Restaurant at 827 E Main Street. Under the current Municipal Code any new on-site alcohol license within the CBD that are within 300 feet of a school will be restricted from selling alcohol during the hours of 7:00 a.m. and 6:00 p.m. during weekdays. The locations of the aforementioned businesses are identified in Attachment C.

ANALYSIS:

The proposed text amendment to the Santa Paula Municipal Code Chapter 16.58 Alcoholic Beverage Sales would exclude businesses within the CBD that apply for on-site sale of alcohol from the separation requirement identified in section 16.58.010 (C). This exception would not apply to establishments requesting off-site alcohol sales. The review and approval processes required by the City's requisite alcohol enforcement agreement between the City and the property owner/operator/applicant facilitate the control of the sale of alcohol, inclusive of spirits, distilled liquor, beer and wine before approval for sale of alcohol on the property. In addition, each application for an alcohol license must apply for a Conditional Use Permit and is subject to the enforcement agreement that requires review and approval by the City Council.

On-site alcohol sales may also be denied by the Department of Alcoholic Beverage Control (ABC) unless the department determines a requested liquor license would serve a "public convenience or necessity". In general terms, this means the applicant must demonstrate to the department that the business will provide a benefit to the surrounding community that outweighs any concerns related to undue concentration of liquor-serving establishments, crime, or other nuisances (e.g. excessive noise). The ABC may impose conditions on a liquor license to mitigate such concerns and may require a minimum distance from schools, hospitals, and churches.

2040 General Plan Consistency.

Amendments to the Development Code must demonstrate consistency with the Santa Paula 2040 General Plan Land Use and the City's development policies.

The City Council adopted the General Plan 2040 Update in March 2020. The proposed amendments are consistent with the following elements, policies, and objectives of the 2040 General Plan:

Land Use Element

LU 5 Downtown Revitalization. Appropriate types of new development and investment to stimulate revitalization of the Downtown should be encouraged.

LU 1.2 Commercial and industrial neighborhoods. Encourage the improvement of commercial and industrial neighborhoods that contribute to Santa Paula's local economy

LU 5.4 Extended business hours. Promote land uses that will generate more activity into the evening in commercial areas, especially Downtown.

Economic Development and Downtown Element

EDD 4.c Downtown strategic plan. Work with the Downtown BID to prepare a detailed Strategic Plan for the Downtown. Potential strategy that should be considered in the Plan:

Create a Downtown Entertainment District with an attractive, culturally diverse mix of dining, retail, entertainment activities to draw local residents.

Planning Commission Determination.

At the March 22, 2022 meeting the Planning Commission Adopted Resolution No. 3833 recommending that the City Council adopt an ordinance to amend Chapter 16.58 of the Santa Paula Municipal Code and determined that the proposed amendments are consistent with the objectives of Title 16 of the SPMC, the General Plan, and development policies of the City. (SPMC § 16.208.030.) Staff recommends this determination be made in the affirmative based on the following evidence:

A. The Santa Paula General Plan (2040) land use designation of the area impacted by the propose amendments is the Central Business District. The zoning district for the area is Central Business District (CBD) which is consistent with the corresponding General Plan land use designation.

B. Pursuant to the General Plan (2040) and SPMC § 16.15.010, the purpose of the CBD land use designation/zone is to provide a pedestrian-scale commercial district with an emphasis on small-scale businesses intended to serve the local community and tourists. The character of the CBD zone is intended to be that which promotes the historic identity of the past through the creation of an identifiable downtown and an emphasis on architectural style. The CBD zone will support a mix of complementary retail, service, office, civic, cultural, and residential uses. Commercial use such as restaurants serving alcohol are encouraged to concentrate in the CBD zone.

C. The purpose of Chapter 16.208 *Development Code Amendments* is to allow for amendment to the Code in recognition of the fact that physical, economic, and other conditions in the city may change over time. Currently, SPMC § 16.58.010 *Development Standards and Use Conditions*, with the exception of temporary sales as specified in § 16.58.030, to obtain a Conditional Use Permit; and as specified in § 16.58.010(I) and enter into an enforcement agreement. Section 16.58.010 also prohibits the sale of alcoholic beverages within 300 feet of a public or private school on weekdays between 7:00 am and 6:00 pm. The proposed amendments are consistent with Title 16 of the SPMC because it accommodates the changing economic conditions in the CBD. In addition, the amendment is incremental in nature, as it does not eliminate the Conditional Use Permit requirement or the enforcement agreement requirement, and several businesses within the CBD already legally sell alcohol for on-site consumption.

D. The proposed code amendments are consistent with the objectives, policies, general land uses, and programs of the Santa Paula General Plan (2040), as described in the section titled “2040 General Plan Consistency” and Paragraph A. below, particularly the

following:

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

Recommended Findings to City Council.

Before approving the proposed amendments, the City Council must make three mandatory findings of fact set forth in SPMC §16.208.050. Staff recommends that the City Council make the following findings.

A. *The proposed code amendments are consistent with the goals, policies, and objectives of the General Plan*. Consistent with Land Use Policy LU 1 (Community Character and Urban Form), the proposed amendments will enhance the small-town character of the City and preserve the traditional Downtown environment by permitting full-service restaurants in a concentrated area that promote pedestrian traffic. The proposed amendments are also consistent with Land Use Policy LU 3 (Balanced Land Use & Economic Opportunity), as they will allow for new development providing a greater range of services, amenities, and employment opportunities. The amendments will implement Land Use Policy LU 5.4 (Extended Business Hours), which is to promotion of land uses that will generate more activity in to the evening in commercial areas, especially Downtown. In addition, the amendments are consistent with Economic Development and Downtown Policy EDD 1.1 (Support Existing Businesses) because allowing full-service restaurants to serve alcohol will attract patrons to surrounding businesses in Downtown. Nothing in the proposed amendments would create an inconsistency with the goals, policies and objectives of the 2040 General Plan.

B. *The proposed code amendments will not adversely affect surrounding properties.* The proposed amendments will not adversely affect surrounding properties because the sale of alcohol for on-site consumption will still require a Conditional Use Permit from the City, will still require an enforcement agreement to address alcohol-related complaints, including closure of a problematic business, and will still be subject to a “public convenience or necessity” determination from the Department of Alcoholic Beverage Control (ABC) in order to obtain an on-site liquor license. Though there are pending permits from two restaurants located within the CBD (Gunsmoke Barbeque at 817 E Main Street and El Caprichio Restaurant at 827 E Main Street) that would no longer be prohibited by the City from serving alcohol onsite if the proposed amendments were adopted, ABC retains the authority to impose more stringent conditions than the City, including minimum distance requirements from schools, churches, and hospitals. In addition, nothing precludes the City from imposing conditions of approval that are unique to a site to mitigate adverse effects on surrounding properties.

C. *The proposed code amendments promote public health, safety, and general welfare and serves the goals and purposes of Title 16.* The public health, safety, and general welfare will be promoted by allowing greater flexibility for Downtown businesses serving alcohol on-site and will help to increase revenues and City sales tax generation. Residents and tourists are drawn to venues that responsibly serve alcohol. The amendments are limited to uses in the CBD zone, do not affect off-site sales (i.e. liquor stores), and is expected to increase social interaction and community-building. In addition, the amendments are

intended to manage the increasing interest from existing and prospective Downtown businesses to serve alcohol on-site. For the reasons described in paragraphs B. and C. of the section in this report titled “Planning Commission Determination”, the proposed amendments will serve the goals and purposes of Title 16 of the SPMC.

ENVIRONMENTAL REVIEW (CEQA):

The City reviewed the proposed ordinance’s environmental impacts pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., “CEQA”), the regulations promulgated thereunder (14 California 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”.

State CEQA Guidelines sections 15378(b)(2) and 15378(b)(5) provide that ongoing administrative activities and organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment do not constitute a “project” as defined by the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.). And, even if the proposed text amendments were a “project” they are exempt from CEQA under CEQA Guidelines section 15601(b)(3)’s “common sense” rule that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Here, it can be seen with certainty that there is no possibility that the proposed elimination of the separation requirement for on-site sale of alcohol within the Central Business District will have a significant effect on the environment.

Alternatively, to the extent they apply to existing businesses, the proposed amendments are categorically exempt from the requirements of CEQA, pursuant to the Santa Paula Guidelines and CEQA Guidelines, § 15301, Class 1 (Existing Facilities). The licensing of a few existing restaurants to serve alcohol onsite in the CBD zone involves a negligible expansion of an existing or former use. In addition, since alcohol beverage sales subject to a conditional use permit is an existing permitted use in the CBD zone, new establishments that qualify for onsite alcohol sales represent a negligible expansion of an existing use, and thus also fall within the Class 1 exemption.

STRATEGIC PLAN:

B. Economic Development
Goal: Enhance the economic vitality of the community through measures targeted towards development and business retention and expansion and attraction, resulting in diverse housing options, increased revenue generation, job creation, and a business-friendly community.

The proposed ordinance amendment will allow greater flexibility for downtown businesses serving alcohol on-site that will foster an environment that will help retain and attract businesses and as a result will increased revenue generation, job creation, and a business-friendly community.

FISCAL IMPACTS:

There are no fiscal impacts associated with the amendment. All applicants are required to pay associated fees for approval of an alcohol permit.

OPTIONS:

The following alternatives to Staff's recommendation are available to the City Council:

- Continue the hearing in order to obtain further information, and announce the time and place to which the hearing will be continued;
- Approve Staff's recommendation, but with amendments to the proposed ordinance; or
- Deny Staff's request and direct staff to prepare a Resolution of Denial.

ATTACHMENTS:

ATTACHMENT A., ORDINANCE NO. 1316 CODE AMENDMENT (CBD Exception to Alcohol Sales Distance).pdf
ATTACHMENT B., RESOLUTION NO. 3833 CODE AMENDMENT (CBD Exception to Alcohol Sales Distance)FINAL.docx
ATTACHMENT C MAP.pdf

ATTACHMENT A

ORDINANCE NO. 1316
AMENDING CHAPTER 16.58 OF THE SANTA PAULA MUNICIPAL CODE TO EXCLUDE ESTABLISHMENTS WITHIN THE CENTRAL BUSINESS DISTRICT FROM THE SEPARATION REQUIREMENT FOR ON-SITE SALE OF ALCOHOL

ORDINANCE NO. 1316

AN ORDINANCE AMENDING CHAPTER 16.58 OF THE SANTA PAULA MUNICIPAL CODE TO EXCLUDE ESTABLISHMENTS WITHIN THE CENTRAL BUSINESS DISTRICT FROM THE SEPARATION REQUIREMENT FOR ON-SITE SALE OF ALCOHOL

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

SECTION 1: The City Council finds and declares that:

A. Santa Paula Municipal Code ("SPMC") § 16.58, prohibits, except for temporary sales of alcohol, the sale of alcoholic beverages within 300 feet of a public or private school on weekdays between the hours or 7:00 a.m. and 6:00 p.m. (referred to as the "separation requirement"). The proposed Development Code ("Code") amendments would eliminate this requirement for on-site sale of alcohol within the Central Business District, defined by the geographic area on Main street between 8th street and 11th Street.

B. The proposed amendment 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 City Planning Division reviewed the proposed amendments' 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");

SECTION 2: *Factual Findings and Conclusions*. Pursuant to SPMC Title 16 *Development Code*, the City Council makes the following findings:

A. The request to amend SPMC § 16.58 to exclude establishments within the Central Business District from the separation requirement for on-site sale of alcohol is consistent with the character and intent of uses within the Central Business District.

B. The proposed amendments to the Code are not expected to have a negative impact on the Central Business District nor the surrounding properties. All alcohol license applicants are required, under SPMC § 16.58.010(I), to comply with an enforcement agreement that will provide the Police Department with the ability to quickly respond to violations and ensure compliance. The land use is supportive of and will not negatively affect the demand of existing on-site services including City services.

C. The proposed amendments to the Code are desirable to encourage services and facilities which will contribute to the general convenience or welfare of the neighborhood or community because eliminating the separation requirement for on-site sale of alcohol within the Central Business District will enhance services that are sought and enjoyed by a large segment of the community. The proposed amendment is also compatible with the existing, surrounding and planned land uses within the vicinity.

D. The characteristics of the proposed amendments are not unreasonable or incompatible with the types of uses in the surrounding area, such as other restaurant and commercial uses along Main Street. Any potential health and safety impacts will be addressed by requiring an applicant for alcohol permits to comply with local and state regulations relating to serving alcohol. All applicants will be required to enter into an enforcement agreement with the Police Department to ensure compliance with conditions of approval and provide the Police Department with a mechanism to close down the establishment due to alcohol related incidents, if needed.

SECTION 3: *General Plan and Development Objectives*. Pursuant to SPMC § 16.208.030, the City Council determines that the proposed amendments are consistent with the objectives of Title 16 of the SPMC, the General Plan, and development policies of the City as follows:

A. The Santa Paula General Plan (2040) land use designation of the area impacted by the proposed amendments is the Central Business District. The zoning district for the area is Central Business District (CBD) which is consistent with the corresponding General Plan land use designation.

B. Pursuant to the General Plan (2040) and SPMC § 16.15.010, the purpose of the CBD land use designation/zone is to provide a pedestrian-scale commercial district with an emphasis on small-scale businesses intended to serve the local community and tourists. The character of the CBD zone is intended to be that which promotes the historic identity of the past through the creation of an identifiable downtown and an emphasis on architectural style. The CBD zone will support a mix of complementary retail, service, office, civic, cultural, and residential uses. Commercial use such as restaurants serving alcohol are encouraged to concentrate in the CBD zone.

C. The purpose of Chapter 16.208 *Development Code Amendments* is to allow for amendment to the Code in recognition of the fact that physical, economic, and other conditions in the city may change over time. Currently, SPMC § 16.58.010 *Development Standards and Use Conditions*, with the exception of temporary sales as specified in § 16.58.030, to obtain a Conditional Use Permit; and as specified in § 16.58.010(I) and enter into an enforcement agreement. Section 16.58.010 also prohibits the sale of alcoholic beverages within 300 feet of a public or private school on weekdays between 7:00 am and 6:00 pm. The proposed amendments are consistent with Title 16 of the SPMC because it accommodates the changing economic conditions in the CBD. In addition, the amendment is incremental in nature,

as it does not eliminate the Conditional Use Permit requirement or the enforcement agreement requirement, and several businesses within the CBD already legally sell alcohol for on-site consumption.

D. The proposed code amendments are consistent with the objectives, policies, general land uses, and programs of the Santa Paula General Plan (2040), as further described below in Section 4, particularly the following:

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

SECTION 4: *Development Code Amendments*. Pursuant to SPMC §16.208.050, the City Council makes the following findings:

A. *The proposed code amendments are consistent with the goals, policies, and objectives of the General Plan.* Consistent with Land Use Policy LU 1 (Community Character and Urban Form), the proposed amendments will enhance the small-town character of the City and preserve the traditional Downtown environment by permitting full-service restaurants in a concentrated area that promote pedestrian traffic. The proposed amendments are also consistent with Land Use Policy LU 3 (Balanced Land Use & Economic Opportunity), as they will allow for new development providing a greater range of services, amenities, and employment opportunities. The amendments will implement Land Use Policy LU 5.4 (Extended Business Hours), which is to promotion of land uses that will generate more activity in to the evening in commercial areas, especially Downtown. In addition, the amendments are consistent with Economic Development and Downtown Policy EDD 1.1 (Support Existing Businesses) because allowing full-service restaurants to serve alcohol will attract patrons to surrounding businesses in Downtown. Nothing in the proposed amendments would create an inconsistency with the goals, policies and objectives of the 2040 General Plan.

B. *The proposed code amendments will not adversely affect surrounding properties .* The proposed amendments will not adversely affect surrounding properties because the sale of alcohol for on-site consumption will still require a Conditional Use Permit from the City, will still require an enforcement agreement to address alcohol-related complaints, including closure of a problematic business, and will still be subject to a “public convenience or necessity” determination from the Department of Alcoholic Beverage Control (ABC) in order to obtain an on-site liquor license. Though there are pending permits from two restaurants located within the CBD (Gunsmoke Barbeque at 817 E Main Street and El Caprichio Restaurant at 827 E Main Street) that would no longer be prohibited by the City from serving alcohol onsite if the proposed amendments were adopted, ABC retains the authority to impose more stringent conditions than the City, including

minimum distance requirements from schools, churches, and hospitals. In addition, nothing precludes the City from imposing conditions of approval that are unique to a site to mitigate adverse effects on surrounding properties.

C. *The proposed code amendments promote public health, safety, and general welfare and serves the goals and purposes of Title 16*. The public health, safety, and general welfare will be promoted by allowing greater flexibility for Downtown businesses serving alcohol on-site and will help to increase revenues and City sales tax generation. Residents and tourists are drawn to venues that responsibly serve alcohol. The amendments are limited to uses in the CBD zone, do not affect off-site sales (i.e. liquor stores), and is expected to increase social interaction and community-building. In addition, the amendments are intended to manage the increasing interest from existing and prospective Downtown businesses to serve alcohol on-site. For the reasons described in paragraphs B. and C. of Section 3, the proposed amendments will serve the goals and purposes of Title 16 of the SPMC.

SECTION 5: *Environmental Assessment*. State CEQA Guidelines sections 15378(b)(2) and 15378(b)(5) provide that ongoing administrative activities and organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment do not constitute a "project" as defined by the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.). And even if the proposed text amendments were a "project" they are exempt from CEQA under CEQA Guidelines section 15601(b)(3)'s "common sense" rule that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Here, it can be seen with certainty that there is no possibility that the proposed elimination of the separation requirement for on-site sale of alcohol within the Central Business District will have a significant effect on the environment.

Alternatively, to the extent they apply to existing businesses, the proposed amendments are categorically exempt from the requirements of CEQA, pursuant to the Santa Paula Guidelines and CEQA Guidelines, § 15301, Class 1 (Existing Facilities). The licensing of a few existing restaurants to serve alcohol onsite in the CBD zone involves a negligible expansion of an existing or former use. In addition, since alcohol beverage sales, subject to obtaining a conditional use permit, is an existing permitted use in the CBD zone, new establishments that might qualify for onsite alcohol sales represent a negligible expansion of an existing use, and also fall within the Class 1 exemption.

SECTION 6: *Section 16.58 of the Santa Paula Municipal Code, entitled "Alcoholic Beverage Sales" is hereby amended in its entirety to read as follows:*

Any use providing alcohol beverage sales for either on-site or off-site consumption is subject to the following standards and conditions on use:

(A) All new sales of alcohol, with the exception of temporary sales as specified in § 16.58.030 of this chapter, must obtain a Conditional Use Permit.

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

(C) Except for temporary sales of alcohol citywide; and for alcohol sales for on-site consumption within the Central Business District, sale of alcoholic beverages within 300 feet of a public or private school is prohibited on weekdays between the hours or 7:00 a.m. and 6:00 p.m.;

(D) The proposed use must not adversely affect adjacent or nearby properties.

(E) Adequate litter receptacles must be provided.

(F) Where the proposed use is near residential uses, it must be limited in hours of operation, or designed and operated, so as to avoid disruption of residents' sleep between the hours of 10:00 p.m. and 7:00 a.m.

(G) No signs advertising any kind of alcoholic beverage, including beer, which will be easily visible from the exterior of the business will be permitted.

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

(I) The property owner/operator/applicant and the city must enter into an enforcement agreement to facilitate the control of the sale of alcohol, inclusive of spirits, distilled liquor, beer and wine at this site before selling alcohol on the subject property. This agreement will be subject to review and approval of the City Council. The agreement must also obligate any heirs, assigns, and other future owners/operators of the establishment, or must be replaced by a new similar agreement.

(J) No provision in this section is intended to conflict with the authority of the State of California Bureau of Alcoholic Beverage Control (ABC) to issue alcohol sales licenses. Before commencing the proposed use, applicants seeking a Conditional Use Permit for new alcohol sales are required to obtain the appropriate license from ABC in accordance with state law.

16.58.020 EXISTING BUSINESSES.

(A) Any establishment that has continuously held an active alcohol sales license from the State of California Bureau of Alcoholic Beverage Control (ABC) to sell alcoholic beverages as of a date before July 6, 2004 (the date when the city's requirement for a Conditional Use Permit went into effect), is exempt from the provisions of this chapter; provided, however, that no expansion of the use will be permitted without the facility complying with the provisions of this chapter, including the securing of a Conditional Use

Permit. Expansion includes any increase in square footage of a business, or request for increase in license privileges on or after July 6, 2004.

(B) Notwithstanding the exemption from this chapter under Subsection (A), all sales of alcohol legally established prior to July 6, 2004 (the date when the city's requirement for a Conditional Use Permit went into effect) will expire in the event that the licensee or owner closes the establishment for more than 30 days, except in the case of a remodeling, fire, natural disaster, or other physical calamity beyond the control of the owner. In such cases, the use will expire within one year.

16.58.030 TEMPORARY SALES OF ALCOHOLIC BEVERAGES.

(A) Notwithstanding the provisions of Chapter 16.15 (Commercial Zones), sales of alcoholic beverages may take place for a maximum of one day without the necessity of obtaining a conditional use permit. Such one-day events are prohibited within 1,000 feet of community street fairs, carnivals, festivals and parades which have been approved by the City Council. However, this prohibition does not preclude the sale of alcohol at these community events if approved by the City Council.

(B) Temporary sales lasting not more than three days, or any portion thereof over one, must be approved in advance by the City Council. The Council may establish conditions regarding such sales to assure compliance with city codes and the health, safety and welfare of the public. The City Council may deny such requests if it finds that the prior history of the organization or individual requesting the sale warrants such a denial or if the potential impacts of traffic congestion, loitering, crime, public drunkenness or other problems appear to be of a magnitude that cannot be overcome through the imposition of conditions. Such events are prohibited within 1,000 feet of community street fairs, carnivals, festivals and parades that have been approved by the City Council. However, this prohibition will not preclude the sale of alcohol at the site of these community events if approved by the City Council.

SECTION 7: Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Santa Paula Municipal Code.

SECTION 8: If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 9: The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this Ordinance, including the vote for and

against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED AND ADOPTED this 20th day of April 2022.

_____
Jenny Crosswhite, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____
John Cotti, City Attorney

EXHIBIT A

Santa Paula Municipal Code ("SPMC") Chapter 16.58 is hereby amended to exclude establishments within the Central Business District (CBD) zone from the separation requirement for the on-site sale of alcohol. ~~Strikethrough~~ text indicates deletions and underlined text indicates additions.

CHAPTER 16.58: ALCOHOLIC BEVERAGE SALES

Section

16.58.010 Development standards and use conditions

16.58.020 Existing businesses

16.58.030 Temporary sales of alcoholic beverages

16.58.010 DEVELOPMENT STANDARDS AND USE CONDITIONS.

Any use providing alcohol beverage sales for either on-site or off-site consumption is subject to the following standards and conditions on use:

(A) All new sales of alcohol, with the exception of temporary sales as specified in § 16.58.030 of this chapter, must obtain a Conditional Use Permit.

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

(C) Except for temporary sales of alcohol citywide and for alcohol sales for on-site consumption within the Central Business District, sale of alcoholic beverages within 300 feet of a public or private school is prohibited on weekdays between the hours or 7:00 a.m. and 6:00 p.m.;

(D) The proposed use must not adversely affect adjacent or nearby properties.

(E) Adequate litter receptacles must be provided.

(F) Where the proposed use is near residential uses, it must be limited in hours of operation, or designed and operated, so as to avoid disruption of residents' sleep between the hours of 10:00 p.m. and 7:00 a.m.

(G) No signs advertising any kind of alcoholic beverage, including beer, which will be easily visible from the exterior of the business will be permitted.

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

(I) The property owner/operator/applicant and the city must enter into an enforcement agreement to facilitate the control of the sale of alcohol, inclusive of spirits, distilled liquor, beer and wine at this site before selling alcohol on the subject property. This agreement will be subject to review and approval of the City Council. The agreement must also obligate any heirs, assigns, and other future owners/operators of the establishment, or must be replaced by a new similar agreement.

(J) No provision in this section is intended to conflict with the authority of the State of California Bureau of Alcoholic Beverage Control (ABC) to issue alcohol sales licenses. Before commencing the proposed use, applicants seeking a Conditional Use Permit for new alcohol sales are required to obtain the appropriate license from ABC in accordance with state law.

16.58.020 EXISTING BUSINESSES.

(A) Any establishment~~, upon the effective date of this chapter,~~ that has continuously held ~~currently holding~~ an active alcohol sales license from the State of California Bureau of Alcoholic Beverage Control (ABC) to sell alcoholic beverages as of a date before July 6, 2004 (the date when the city's requirement for a Conditional Use Permit went into effect), is exempt from the provisions of this chapter; provided, however, that no expansion of the use will be permitted without the facility complying with the provisions of this chapter, including the securing of a Conditional Use Permit. Expansion includes any increase in square footage of a business, or request for increase in license privileges on or after July 6, 2004~~after the effective date of this chapter~~.

(B) Notwithstanding the exemption from this chapter under Subsection (A), all sales of alcohol legally established prior to July 6, 2004 (the date when the city's requirement for a Conditional Use Permit went into effect) will expire in the event that the licensee or owner closes the establishment for more than 30 days, except in the case of a remodeling, fire, natural disaster, or other physical calamity beyond the control of the owner. In such cases, the use will expire within one year.

16.58.030 TEMPORARY SALES OF ALCOHOLIC BEVERAGES.

(A) Notwithstanding the provisions of Chapter 16.15 (Commercial Zones), sales of alcoholic beverages may take place for a maximum of one day without the necessity of obtaining a conditional use permit. Such one-day events are prohibited within 1,000 feet of community street fairs, carnivals, festivals and parades which have been approved by the City Council. However, this prohibition does not preclude the sale of alcohol at these community events if approved by the City Council.

(B) Temporary sales lasting not more than three days, or any portion thereof over one, must be approved in advance by the City Council. The Council may establish conditions regarding such sales to assure compliance with city codes and the health, safety and welfare of the public. The City Council may deny such requests if it finds that the prior history of the organization or individual requesting the sale warrants such a denial or if the potential impacts of traffic congestion, loitering, crime, public drunkenness or other problems appear to be of a magnitude that cannot be overcome through the imposition of conditions. Such events are prohibited within 1,000 feet of community street fairs, carnivals, festivals and parades that have been approved by the City Council. However, this prohibition will not preclude the sale of alcohol at the site of these community events if approved by the City Council.

ATTACHMENT B

PLANNING COMMISSION RESOLUTION NO. 3833
& DRAFT ORDINANCE AMENDMENT

RESOLUTION NO. 3833

A RESOLUTION OF THE PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE TO AMEND CHAPTER 16.58 OF THE SANTA PAULA MUNICIPAL CODE TO EXCLUDE ESTABLISHMENTS WITHIN THE CENTRAL BUSINESS DISTRICT FROM THE SEPARATION REQUIREMENT FOR ON-SITE SALE OF ALCOHOL

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

SECTION 1: The Planning Commission finds and declares that:

A. Santa Paula Municipal Code ("SPMC") § 16.58, prohibits, except for temporary sales of alcohol, the sale of alcoholic beverages within 300 feet of a public or private school on weekdays between the hours or 7:00 a.m. and 6:00 p.m. (referred to as the "separation requirement"). The proposed Development Code ("Code") amendments would eliminate this requirement for on-site sale of alcohol within the Central Business District, defined by the geographic area on Main street between 8th street and 11th Street.

B. The proposed amendment 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 City Planning Division reviewed the proposed amendments' 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");

D. The Planning Division completed its review and scheduled a public hearing regarding the application before this Commission for March 22, 2022;

E. On March 22, 2022, the Commission opened a public hearing to receive public testimony and other evidence regarding the proposed amendments;

F. The Commission considered the information provided by City staff and public testimony. This Resolution, and its findings, are made based upon the evidence presented to the Commission at its March 22, 2022 hearing including, without limitation, the staff report submitted by the Planning Division.

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

A. The request to amend SPMC § 16.58 to exclude establishments within the Central Business District from the separation requirement for on-site sale of alcohol is consistent with the character and intent of uses within the Central Business District.

B. The proposed amendments to the Code are not expected to have a negative impact on the Central Business District nor the surrounding properties. All alcohol license applicants are required, under SPMC § 16.58.010(I), to comply with an enforcement agreement that will provide the Police Department with the ability to quickly respond to violations and ensure compliance. The land use is supportive of and will not negatively affect the demand of existing on-site services including City services.

C. The proposed amendments to the Code are desirable to encourage services and facilities which will contribute to the general convenience or welfare of the neighborhood or community because eliminating the separation requirement for on-site sale of alcohol within the Central Business District will enhance services that are sought and enjoyed by a large segment of the community. The proposed amendment is also compatible with the existing, surrounding and planned land uses within the vicinity.

D. The characteristics of the proposed amendments are not unreasonable or incompatible with the types of uses in the surrounding area, such as other restaurant and commercial uses along Main Street. Any potential health and safety impacts will be addressed by requiring an applicant for alcohol permits to comply with local and state regulations relating to serving alcohol. All applicants will be required to enter into an enforcement agreement with the Police Department to ensure compliance with conditions of approval and provide the Police Department with a mechanism to close down the establishment due to alcohol related incidents, if needed.

SECTION 3: *General Plan and Development Objectives*. Pursuant to SPMC § 16.208.030, the Planning Commission determines that the proposed amendments are consistent with the objectives of Title 16 of the SPMC, the General Plan, and development policies of the City as follows:

A. The Santa Paula General Plan (2040) land use designation of the area impacted by the proposed amendments is the Central Business District. The zoning district for the area is Central Business District (CBD) which is consistent with the corresponding General Plan land use designation.

B. Pursuant to the General Plan (2040) and SPMC § 16.15.010, the purpose of the CBD land use designation/zone is to provide a pedestrian-scale commercial district with an emphasis on small-scale businesses intended to serve the local community and tourists. The character of the CBD zone is intended to be that which promotes the historic identity of the past through the creation of an identifiable downtown and an emphasis on architectural style. The CBD zone will support a mix of complementary retail, service, office, civic, cultural, and residential uses. Commercial use such as restaurants serving alcohol are encouraged to concentrate in the CBD zone.

C. The purpose of Chapter 16.208 *Development Code Amendments* is to allow for amendment to the Code in recognition of the fact that physical, economic, and other conditions in the city may change over time. Currently, SPMC § 16.58.010 *Development Standards and Use Conditions*, with the exception of temporary sales as specified in § 16.58.030, to obtain a Conditional Use Permit; and as specified in § 16.58.010(I) and enter into an enforcement agreement. Section 16.58.010 also prohibits the sale of alcoholic beverages within 300 feet of a public or private school on weekdays between 7:00 am and 6:00 pm. The proposed amendments are consistent with Title 16 of the SPMC because it accommodates the changing economic conditions in the CBD. In addition, the amendment is incremental in nature, as it does not eliminate the Conditional Use Permit requirement or the enforcement agreement requirement, and several businesses within the CBD already legally sell alcohol for on-site consumption.

D. The proposed code amendments are consistent with the objectives, policies, general land uses, and programs of the Santa Paula General Plan (2040), as further described below in Section 4, particularly the following:

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

SECTION 4: *Development Code Amendments*. Pursuant to SPMC §16.208.050, the Planning Commission makes the following findings for consideration by the City Council:

A. *The proposed code amendments are consistent with the goals, policies, and objectives of the General Plan.* Consistent with Land Use Policy LU 1 (Community Character and Urban Form), the proposed amendments will enhance the small-town character of the City and preserve the traditional Downtown environment by permitting full-service restaurants in a concentrated area that promote pedestrian traffic. The proposed amendments are also consistent with Land Use Policy LU 3 (Balanced Land Use & Economic Opportunity), as they will allow for new development providing a greater range of services, amenities, and employment opportunities. The amendments will implement Land Use Policy LU 5.4 (Extended Business Hours), which is to promotion of land uses that will generate more activity in to the evening in commercial areas, especially Downtown. In addition, the amendments are consistent with Economic Development and Downtown Policy EDD 1.1 (Support Existing Businesses) because allowing full-service restaurants to serve alcohol will attract patrons to surrounding businesses in Downtown. Nothing in the proposed amendments would create an inconsistency with the goals, policies and objectives of the 2040 General Plan.

B. *The proposed code amendments will not adversely affect surrounding properties .* The proposed amendments will not adversely affect surrounding properties because the sale of alcohol for on-site consumption will still require a Conditional Use Permit from the City, will still require an enforcement agreement to address alcohol-related complaints, including closure of a problematic business, and will still be subject to a "public convenience or necessity" determination from the Department of Alcoholic Beverage Control (ABC) in order to obtain an on-site liquor license. Though there are pending permits from two restaurants located within the CBD (Gunsmoke Barbeque at 817 E Main Street and El Caprichio Restaurant at 827 E Main Street) that would no longer be prohibited by the City from serving alcohol onsite if the proposed amendments were adopted, ABC retains the authority to impose more stringent conditions than the City, including minimum distance requirements from schools, churches, and hospitals. In addition, nothing precludes the City from imposing conditions of approval that are unique to a site to mitigate adverse effects on surrounding properties.

C. *The proposed code amendments promote public health, safety, and general welfare and serves the goals and purposes of Title 16*. The public health, safety, and general welfare will be promoted by allowing greater flexibility for Downtown businesses serving alcohol on-site and will help to increase revenues and City sales tax generation. Residents and tourists are drawn to venues that responsibly serve alcohol. The amendments are limited to uses in the CBD zone, do not affect off-site sales (i.e. liquor stores), and is expected to increase social interaction and community-building. In addition, the amendments are intended to manage the increasing interest from existing and prospective Downtown businesses to serve alcohol on-site. For the reasons described in paragraphs B. and C. of Section 3, the proposed amendments will serve the goals and purposes of Title 16 of the SPMC.

SECTION 5: *Environmental Assessment*. State CEQA Guidelines sections 15378(b)(2) and 15378(b)(5) provide that ongoing administrative activities and organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment do not constitute a "project" as defined by the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.). And even if the proposed text amendments were a "project" they are exempt from CEQA under CEQA Guidelines section 15601(b)(3)'s "common sense" rule that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Here, it can be seen with certainty that there is no possibility that the proposed elimination of the separation requirement for on-site sale of alcohol within the Central Business District will have a significant effect on the environment.

Alternatively, to the extent they apply to existing businesses, the proposed amendments are categorically exempt from the requirements of CEQA, pursuant to the Santa Paula Guidelines and CEQA Guidelines, § 15301, Class 1 (Existing Facilities). The licensing of a few existing restaurants to serve alcohol onsite in the CBD zone involves a negligible expansion of an existing or former use. In addition, since alcohol beverage sales, subject

to obtaining a conditional use permit, is an existing permitted use in the CBD zone, new establishments that might qualify for onsite alcohol sales represent a negligible expansion of an existing use, and also fall within the Class 1 exemption.

SECTION 6: *Recommendation.* The Planning Commission recommends that the City Council:

> Adopt an ordinance amending Chapter 16.58 of the Santa Paula Municipal Code, attached as Exhibit "A" hereto, to exclude establishments within the Central Business District (CBD) from the separation requirement for on-site sale of alcohol; and find that the ordinance is not a "project" or is otherwise exempt from CEQA.

SECTION 7: *Reliance on Record*. Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Project. The findings and determinations constitute the independent findings and determinations of the 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 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: The Secretary is directed to transmit the Resolution to the City Clerk for scheduling the matter for consideration by the City Council.

SECTION 10: This Resolution may be appealed within ten (10) calendar days after its adoption. All appeals must be in writing and filed with the City Clerk within this time period. Failure to file a timely written appeal will constitute a waiver of any right of appeal.

SECTION 11: This Resolution is advisory to the City Council and will take effect immediately upon adoption.

PASSED AND ADOPTED this 22th day of March 2022.

_____
Jason Herber
Chair
City of Santa Paula Planning Commission

ATTEST:

James Mason
Secretary
City of Santa Paula Planning Commission

APPROVED AS TO FORM:

Monica Castillo
Assistant City Attorney
City of Santa Paula

EXHIBIT A

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CHAPTER 16.58: ALCOHOLIC BEVERAGE SALES

Section

16.58.010 Development standards and use conditions

16.58.020 Existing businesses

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(B) Notwithstanding the exemption from this chapter under Subsection (A), all sales of alcohol legally established prior to July 6, 2004 (the date when the city's requirement for a Conditional Use Permit went into effect) will expire in the event that the licensee or owner closes the establishment for more than 30 days, except in the case of a remodeling, fire, natural disaster, or other physical calamity beyond the control of the owner. In such cases, the use will expire within one year.

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ATTACHMENT B
CENTRAL BUSINESS DISTRICT - BUSINESSES WITH ON-SITE ALCOHOL PERMITS (EXISITNG AND PROPOSED)



1.	ANNA'S CIDER	801 EAST MAIN ST	
2.	GUNSMOKE BBQ	817 EAST MAIN ST	
3.	PALLAZIO EVENT CENTER	814 EAST MAIN ST	
4.	EL CAPRICHO	827 EAST MAIN ST	
5.	RABALAIS BISTRO	861 EAST MAIN ST	
6.	THE DRAFT	930 EAST MAIN ST	
7.	SANTA PAULA CRAFT & KITCHEN	932 EAST MAIN ST	
8.	LOS ARCOS CAFÉ	978 EAST MAIN ST	
9.	LA TERRAZA	1000 EAST MAIN ST	
10.	LA TERRAZA EVENT HALL	1008 EAST MAIN ST	
11.	PARQUE 1055 BAR & GRILL	1055 EAST MAIN ST	

ACTIVE LICENSE PROPOSED LICENSE EXISITNG SCHOOL SITE

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: April 20, 2022

Agenda Item: 12.A

RECOMMENDATION:

Staff recommends that the City Council:

1. Receive and file the updated 5-Year Pavement Management Plan

Presented by: Clete J. Saunier, Public Works Director
Robert Woodward, m6 Consulting, Interim City Engineer
Rachel Williams, m6 Consulting, Project Manager

BACKGROUND:

The City's street network consists of approximately 55 centerline miles that equate to approximately 180 lane miles. Based on the 2021 Pavement Condition Index (PCI) Report, the average PCI for all Santa Paula streets is 52, 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 2 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 (Exhibit A) 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 addresses this requirement and the 5-year plan for the upcoming 2022-2023 FY Pavement Management Plan.

ANALYSIS:

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 2021-2022 COMPLETED STREETS:

In the previous FY, Public Works was able to complete an ambitious program of paving, aided to a considerable degree by utilization of thin-lift overlay technology that has been developed and tested by the City in previous years and is performing well. The use of this technology has allowed for the paving of a greater number of streets in a given fiscal year, thus accelerating the performance of the overall PMP and the improvement of the City-wide PCI.

Table 1 in Exhibit B describes the low PCI streets that were included and completed in the 2021-2022 FY Paving Program. In addition to maintaining streets in the public right-of-way the City's Corporate Yard underwent paving maintenance and minor drainage improvements. This City paving project was deemed of high importance due to continuous flooding during storm events and water damage at the City's Corporate Yard facilities. Economies in the City's use of thin lift overlay technology allowed for completion of additional street segments in the southwest portion of the City, including portions of Santa Maria, Acacia and associated side streets. Street segments south of Harvard between Steckel and Peck were completed with spring paving efforts funded by unallocated Measure T funds, allowing for the completion of nearly all residential streets in this portion of the City. Such completion allows future PMP FY efforts to shift eastward to address centrally located residential streets and collectors, and to begin to address a greater number of street segments on the eastern side of the City. Completed street segments are listed in Table 1.

CURRENT FY 2022-2023 PROPOSED STREETS:

The streets listed in Table 2 in Exhibit B, include a combination of arterial, collector and residential streets. The FY 2022-2023 program includes the Harvard Boulevard arterial as well as the Santa Paula Street collector. Side streets to Harvard that have not been addressed by previous PMP efforts will be included with the coming year program. Santa Paula Street will be accomplished with additional anticipated VCTC funding allocations and will include bike lane improvements for the existing Class II bike lanes.

The FY 2022-2023 program reflects a concentration on central and eastern portions of the City. As previously noted, the use of thin lift paving techniques have allowed for the acceleration of progress in the overall PMP, including paving of streets with lower PCI's that would have previously been programmed for complete rehabilitation and reconstruction. Progress allowed for the paving of portions of Main, 11th, 12th and Ojai Streets east of 10th Street, and the FY2022-2023 program anticipates further improvement to specific City street

segments east of State Route 150/10th Street. While rising petroleum prices are anticipated to be a factor in contractor unit paving costs, this increase will be substantially offset by additional funding from VCTC related to unallocated federal COVID program relief funds.

The Harvard Boulevard arterial maintenance will be coordinated and will commence upon the completion of the Harvard Utility project as reflected in Exhibit C.

FY 2023-2026 PROPOSED PLAN:

The proposed plan addresses the upcoming four years and has been developed based on the overall projected Five-Year Pavement Management Program previously developed and adjustments made for upcoming Utility projects. This list will be subject to yearly review and revisions based on observations of the actual condition of the street, analysis of its rate of deterioration, selection of other streets in the area, market conditions, cash flow strategies, and other factors.

In addition to maintaining streets in the public right-of-way, maintenance of City right-of-way and facilities is also proposed in the upcoming plan. This would include City owned parking lots, repair of sidewalks, and to repair/replace curb ramps. The plan currently projects the maintenance and repair of six (6) City owned parking lots and associated sidewalks. These proposed locations include four (4) parks, the Community Center and City Hall.

Staff requests the City Council review the upcoming FY 2022-2023 pavement plan as part of the 5-Year Pavement Management Plan and provide staff with further direction or receive and file the updated PMP as presented.

STRATEGIC PLAN:

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

Economic Development

Objective 10: Create a welcoming environment to attract “drive-by” or “pass-through” traffic by identifying or building out key locations, access points and traffic circle islands where murals, landscaping, wayfinding signage or decorative fencing can be utilized.

The improved roadway surface and safety improvements will potentially attract drive-by and pass-through traffic to visit the City’s business corridors.

The rehabilitation of the City’s roadways improves the quality of the visitor experience in the business corridors and for drive-by and local resident traffic alike.

Infrastructure, Transportation & Mobility

Objective 1: Improve and maintain pedestrian systems through a Sidewalk Maintenance Plan, which includes expanded efforts on annual sidewalk maintenance, repair, and ADA improvements.

The PMP when aligned with the Sidewalk Maintenance Plan and available funding will provide repairs and upgrades to curb ramps for disabled access throughout the City.

FISCAL IMPACTS:

The Capital Improvement Plan has been developed to align with the pavement, sewer pipeline, and water main replacement projects for the next 5 years. The PMP has been developed to ensure specific project scope and costs are within adopted program budgets.

OPTIONS:

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

1. Do not receive and file the proposed 2022-2023 Pavement Management Plan and direct Staff to develop a new plan. This would delay all currently planned street and utility improvement projects until such time a new plan is adopted by Council.

ATTACHMENTS:

EXHIBIT A - Resolution 7270.pdf
EXHIBIT B - Recently Completed and Current FY Proposed Street.pdf
EXHIBIT C - Updated 5-Year Pavement Management Plan.pdf

EXHIBIT A

RESOLUTION 7270

RESOLUTION NO. 7270

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA ADOPTING THE 5-YEAR PAVEMENT MANAGEMENT PLAN

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 is required to adopt and thereafter update a Pavement Management Plan to address the status of road pavement conditions with the City;

B. The Pavement Management Plan manages the preservation, rehabilitation, and maintenance of paved roads by analyzing pavement life cycles, assessing overall system performance costs, and determining alternative strategies and costs necessary to improve paved road;

C. The pavement management plan analyzes the condition of the street network as measured by the pavement condition index (PCI). Currently, the estimated citywide PCI is 53 (on a scale of 0 to 100) based the 2016 Pavement Management Report; and

D. The Pavement Management Plan enables the City to cost-effectively use its pavement maintenance and rehabilitation money so as to ensure that effective treatments can be applied earlier in the life of the pavement to extend service life.

SECTION 2: *Approval of the Pavement Management Plan*. The City Council hereby approves the final 5-Year Pavement Management Plan, attached hereto and incorporated by this reference.

SECTION 3: *Authorization*. The City Council hereby authorizes the City Manager or designee to implement the 5-Year Pavement Management Plan.

SECTION 4: This Resolution becomes effective immediately upon adoption and will remain effective until superseded by a subsequent resolution

PASSED AND ADOPTED this 6th day of May, 2020.

_____
Richard Araiza, Mayor

ATTEST:

_____
Grace Kelly, City Clerk

APPROVED AS TO FORM:

_____

John C. Cotti, City Attorney

APPROVED AS TO CONTENT:

_____

Dan Singer, City Manager

EXHIBIT B

RECENTLY COMPLETED AND CURRENT FY PROPOSED STREETS

Table 1 - 2021-2022 FY COMPLETED STREETS

FY 2021-2022							
	Street Name	From	To	2020 PCI	Length (FT)	Width (FT)	Area (SF)
SPRING	Dartmouth Dr.	Cornell Dr.	Santa Maria St.	12	950	40	38,016
	Cornell Dr.	End.	End.	43	980	40	39,200
	Lucadia St.	Harvard Blvd.	Santa Cruz St.	36	1,372	40	54,912
	Colgate St.	Santa Anna St.	Santa Cruz St.	3	581	36	20,909
	Santa Ana St.	Princeton St.	Steckel Dr.	11	1,267	41	51,955
	Tierre Ct.	Santa Cruz St.	End.	31	528	36	19,008
FALL	Acacia Way	Peck Rd.	Acacia Rd.	27	330	50	16,500
	Acacia Rd.	W Santa Maria	Todd Ln.	27	1,200	36	43,200
	Santa Maria St.	Acacia Rd.	Steckel Dr.	33	2,250	30	67,500
	Lucada St.	Santa Maria St.	Cornell Dr.	40	1,020	40	40,800
	Laurie Ln.	Santa Maria St.	Cornell Dr.	36	1,020	40	40,800
	Main St.	Seventh St.	Twelfth St.	45	3,300	50	182,000
	Ojai St.	Main St.	Harvard Blvd.	39	1,162	38	44,141
	Eleventh St.	Santa Barbara St.	Harvard St	50	1,690	25	42,240
	Twelfth St.	Santa Paula St.	Harvard Blvd.	38	2,650	40	106,000
	Corporate Yard	-	-	-	-	-	15,000

Table 2 - 2022-2023 FY PROPOSED STREETS

FY 2022-2023						
Street Name	From	To	2021 PCI	Length (FT)	Width (FT)	Area (SF)
Harvard Blvd.	Peck Rd.	Tenth St.	57	9,755	80	780,400
Steckel Dr.	Harvard Blvd.	Main St.	24	845	40	33,792
Santa Paula St.	Peck Rd.	Grant Line St.	44	12,609	50	630,470
Thirteenth St.	Orchard St.	Santa Paula St.	25	1,161	36	41,237
Saticoy St.	Oak St.	Grant Line St.	36	2,059	38	78,250
Grant St. Line	Prieto	Saticoy St.	12	316	36	11,405
Olive St.	Main St.	Harvard Blvd.	74	1,162	26	30,202
California St	Ventura St.	Harvard Blvd.	25	640	30	19,200

EXHIBIT C

Updated 5-Year Pavement Management Plan

PAVEMENT PROJECTS

CYCLE 1

YEAR	COLOR DESIGNATION	PAVEMENT WORK
SPRING '21		CITYWIDE STREET MAINTENANCE
2021–2022		CORPORATE YARD
2021–2022		CITYWIDE STREET MAINTENANCE

PIPELINE/UTILITY PROJECTS

REF.	PROJECT

258

CORPORATE YARD

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CITY OF SANTA PAULA

PAVEMENT MANAGEMENT & UTILITIES: 2021-2022

PAVEMENT PROJECTS

CYCLE 1

YEAR	COLOR DESIGNATION	PAVEMENT WORK
2020–2021		CITYWIDE STREET MAINTENANCE (SPRING)
2021–2022		CITYWIDE STREET MAINTENANCE
2022–2023		CITYWIDE STREET MAINTENANCE
2022–2023		PARK PAVING

PIPELINE/UTILITY PROJECTS

REF.	PROJECT
1	HARVARD BLVD UTILITY PROJECT

259

MILL PARK

COMMUNITY CENTER

HARVARD UTILITY PROJECT 1

TEAGUE PARK

CITY HALL AND VETERANS PARK

HARDING PARK

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CITY OF SANTA PAULA

PAVEMENT MANAGEMENT & UTILITIES: 2022-2023

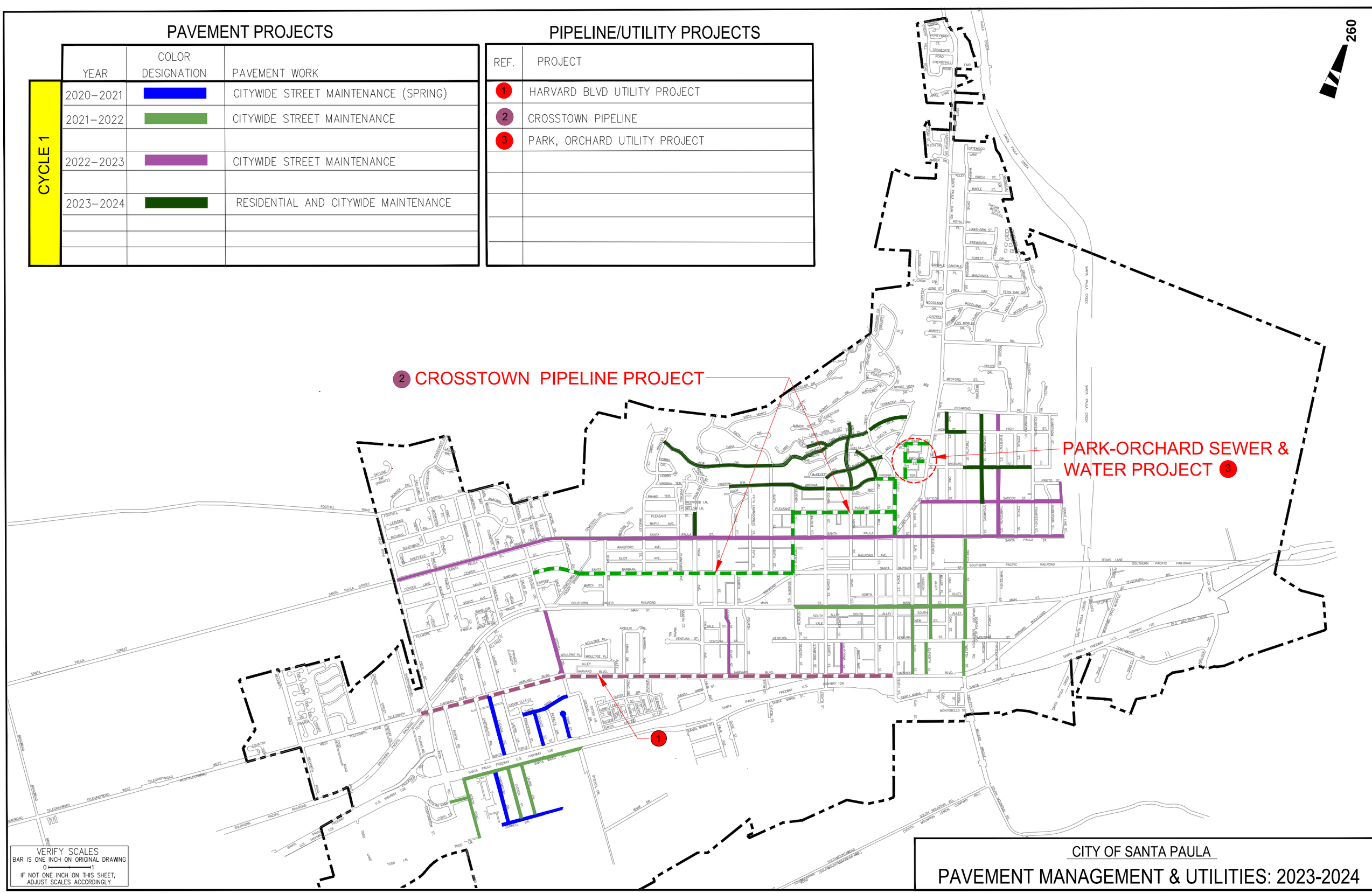
PAVEMENT PROJECTS

CYCLE 1

YEAR	COLOR DESIGNATION	PAVEMENT WORK
2020–2021		CITYWIDE STREET MAINTENANCE (SPRING)
2021–2022		CITYWIDE STREET MAINTENANCE
2022–2023		CITYWIDE STREET MAINTENANCE
2023–2024		RESIDENTIAL AND CITYWIDE MAINTENANCE

PIPELINE/UTILITY PROJECTS

REF.	PROJECT
1	HARVARD BLVD UTILITY PROJECT
2	CROSSTOWN PIPELINE
3	PARK, ORCHARD UTILITY PROJECT



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CITY OF SANTA PAULA

PAVEMENT MANAGEMENT & UTILITIES: 2023-2024

PAVEMENT PROJECTS

CYCLE 1

YEAR	COLOR DESIGNATION	PAVEMENT WORK
2020–2021		CITYWIDE STREET MAINTENANCE (SPRING)
2021–2022		CITYWIDE STREET MAINTENANCE
2022–2023		CITYWIDE STREET MAINTENANCE
2023–2024		RESIDENTIAL
2024–2025		RESIDENTIAL

PIPELINE/UTILITY PROJECTS

REF.	PROJECT
1	HARVARD BLVD UTILITY PROJECT
2	CROSSTOWN PIPELINE
3	PARK, ORCHARD UTILITY PROJECT
4	MAIN STREET UTILITY PROJECT

261

MAIN STREET UTILITY PROJECT 4

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CITY OF SANTA PAULA

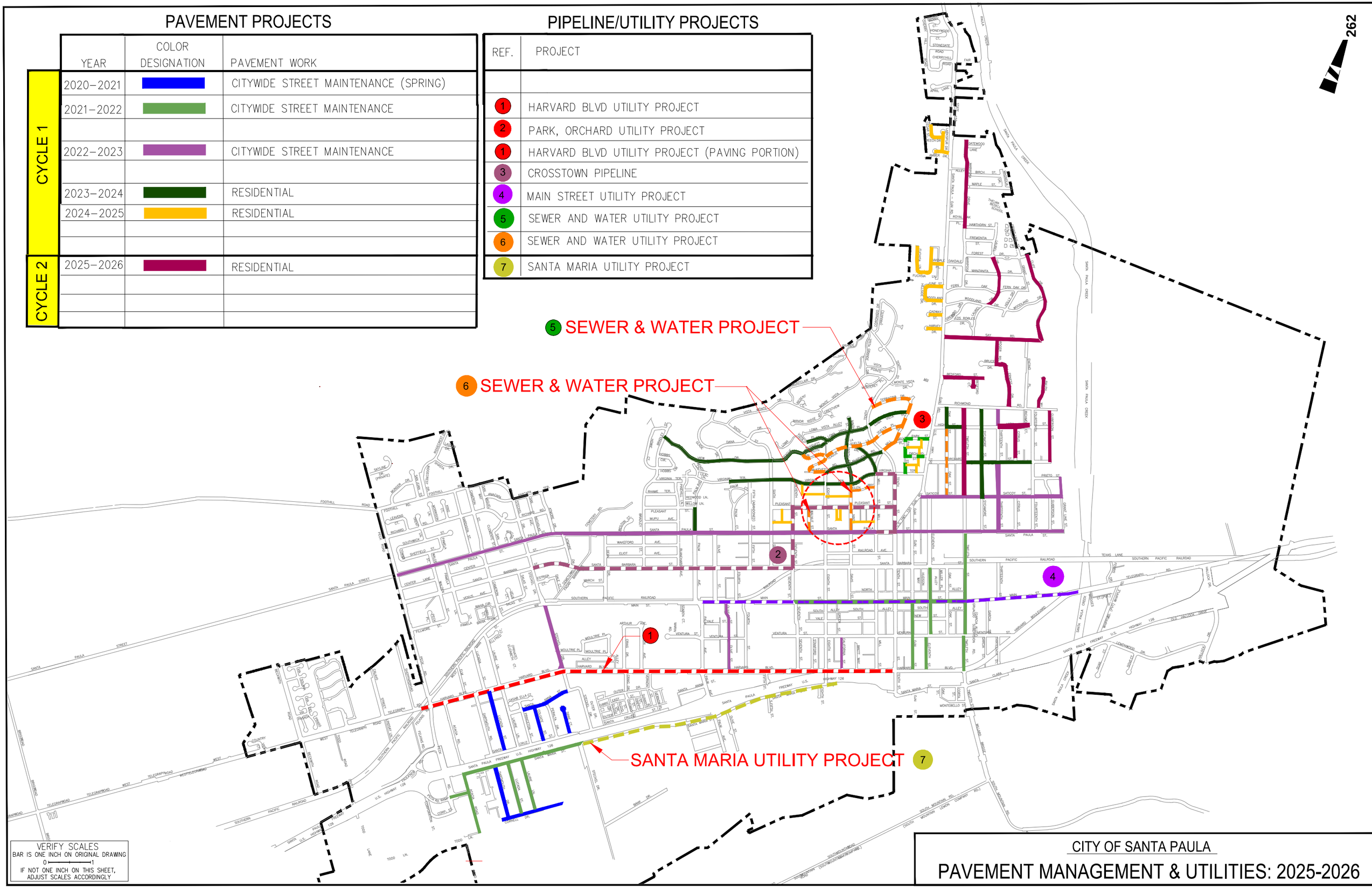
PAVEMENT MANAGEMENT & UTILITIES: 2024-2025

PAVEMENT PROJECTS

	YEAR	COLOR DESIGNATION	PAVEMENT WORK
CYCLE 1	2020–2021		CITYWIDE STREET MAINTENANCE (SPRING)
	2021–2022		CITYWIDE STREET MAINTENANCE
	2022–2023		CITYWIDE STREET MAINTENANCE
	2023–2024		RESIDENTIAL
	2024–2025		RESIDENTIAL
CYCLE 2	2025–2026		RESIDENTIAL

PIPELINE/UTILITY PROJECTS

REF.	PROJECT
1	HARVARD BLVD UTILITY PROJECT
2	PARK, ORCHARD UTILITY PROJECT
1	HARVARD BLVD UTILITY PROJECT (PAVING PORTION)
3	CROSSTOWN PIPELINE
4	MAIN STREET UTILITY PROJECT
5	SEWER AND WATER UTILITY PROJECT
6	SEWER AND WATER UTILITY PROJECT
7	SANTA MARIA UTILITY PROJECT



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CITY OF SANTA PAULA

PAVEMENT MANAGEMENT & UTILITIES: 2025-2026

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Management Analyst

Subject: PROPERTY BUSINESS IMPROVEMENT DISTRICT (PBID) INTENT TO RENEW FORMATION

Date: April 20, 2022

Agenda Item: 12.B

RECOMMENDATION:

1. Receive and accept the results of a petition of property owners for the proposed renewal of the downtown Property Business Improvement District (PBID) to go to ballot allowing the City Clerk to initiate Proposition 218 proceedings as prescribed in the Proposition 218 Omnibus Implementation Act (California Government Code, Section 53750).

2. Approve the Management District Plan (Exhibit B).

3. Adopt the Resolution of Intention No. 7392 (Exhibit A).

4. Set a date for a Public Hearing on Wednesday, June 15, 2022.

Presented by: Jonathan Royas, Management Analyst

BACKGROUND:

In July 2019, over 70% of downtown property owners voted to support the formation of a Property Business Improvement District (PBID) in Santa Paula for a 3-year term. As a result, Council adopted Resolution 7217 to form the PBID and confirm the assessments to be levied upon properties as described in the current PBID Management District Plan. The mission of the PBID is to facilitate growth, revitalization, and beautification efforts through developing local businesses, improving infrastructure, increasing marketing, and keeping the streets safe and clean.

Although the PBID faced unimaginable delays due to COVID-19 for two years, it still achieved significant milestones in the past 12 months, some of which include:

• Established a detailed downtown design master plan for downtown improvements in partnership with the City through the RRM Design Group
• Invested $7,500 into downtown sidewalk steam cleaning
• Invested $9,000 into revitalizing the year-round downtown banner program
• Enhanced downtown parking lot lighting for safety and security

• Partnered with City Corps to provide local youth development opportunities, perform graffiti abatement and keep the streets clean

In addition to these measurable beautification efforts, the PBID has also strengthened the voice of downtown business and property owners. Now, there exists a dedicated group of business owners who are ready and willing to advocate at City Hall for the downtown. As a result, City Council has set aside $50,000 for downtown revitalization and improvements. In addition, in December 2021, the City repaved Main St. just in time for the holiday shopping season.

The Board of Directors is currently comprised of the following members:

- David Lippert, Downtown Business & Property Owner
- Greg Grimes, Downtown Business Owner
- Jose Luis Melgar, Downtown Business Owner
- Krys Bojanowski, Downtown Business & Property Owner
- John Marquez, Chamber of Commerce Executive Director
- Leslie Cornejo, City of Santa Paula Councilmember
- Neal Morrissette, City of Santa Paula Community/Economic Development Department

The current 3-year term for the PBID is set to expire December 31, 2022. As a result, the PBID Board of Directors took action in July 2021 to begin the renewal process. In order to effectively renew the PBID for a five-year term, several steps must be taken and Council must approve the renewal.

ANALYSIS:

The downtown Santa Paula PBID is being proposed for renewal pursuant to the state law; the "Property and Business Improvement District Law of 1994," and is a flexible financing tool for creating private-sector, self-governed management districts. The proposed PBID will provide funding for a Downtown Ambassador Program, maintenance services and beautification programs, above and beyond the baseline services currently provided by the City of Santa Paula. Council is being presented with the results of the petition process and is requested to adopt the Resolution of Intent (Exhibit A) to renew the PBID for a five-year term.

Developed by a coalition of property and business owners, the PBID is a proposed benefit assessment district designed to improve and convey special benefits to properties within the central business district of Downtown Santa Paula. To guide the PBID for the next five years, the current PBID Board of Directors has developed a Management District Plan (Exhibit B) and a proposed expanded Boundary Map (Exhibit C) that responds to today's market opportunities and district economic, social and environmental challenges. The PBID will provide new improvements and activities, with an emphasis on clean and safe activities that benefit all community members working, visiting or living in Downtown.

The supporting property owners have requested that the City consider renewing the PBID for a 5-year term beginning January 1, 2023 to December 31, 2028, as provided under the law. To initiate the process, staff has complied with the required provisions of the Property and Business Improvement District Law of 1994, including the preparation of a Boundary Map, showing the expanded territory proposed to be included within the District (Exhibit C). It should be noted in July 2021, due to the success of several PBID projects and programs, several

downtown businesses expressed strong support in joining the PBID. As such, the PBID Board of Directors took action during the renewal process to expand the PBID boundaries to include eight new parcels:

103-0-092-235 – 744 E Main St. - Century 21 Everest
103-0-101-145 – 111 N 8th St – Santa Paula Inn
103-0-091-105 – 106 N 8th St – Vista Real Charter High School
103-0-111-065 - 114 N 10th St – The Arc of Ventura County
103-0-111-055 - 120 N 10th St – W Stephen Onstot Law Office
103-0-111-045 - 124 N 10th St – Guerrero Insurance Services
101-0-212-095 - 117 N 10th St – Santa Paula Art Museum
101-0-212-105 - 123 N 10th St – Santa Paula Art Museum's Cole Creativity Center

The original Boundary Map (Exhibit D) is attached as a comparison to the proposed expanded Boundary Map (Exhibit C). By adding these eight new parcels to the District, the Board was able to reduce property owner assessments by 15% for all parcels.

Written petitions were distributed to property owners of record in March 2022, along with a Management District Plan summary describing the district boundary, assessment, and services of the PBID. On April 14, 2022, the City Clerk received signed petitions indicating support from more than 50% of the property owners, which is the threshold required by law to initiate a Property and Business Improvement District. At the time of drafting this report, petitions in support of the district formation were submitted by 23 property owners, which represent 54.8% of the total proposed assessment. These petitions are on file with the City Clerk.

The City has conducted community awareness and engagement for this effort through direct outreach to property owners and business operators. As a result of the launch of the petitioning process, City staff and the PBID Board of Directors have been conducting in-person meetings and presentations with individual property and business owners.

The following dates represent the sequence of events by which the renewal of the PBID will take place should Council approve staff's recommendations:

- By April 27th, 2022 - Ballots mailed by City Clerk
- June 15th, 2022 - City Council Public Hearing and conducts ballot tabulation

If approved, the PBID will have a 5-year term running from January 1, 2023, through December 31, 2027. Any subsequent renewal of the PBID will require a new Management District Plan, petition, and ballot process.

STRATEGIC PLAN:

This item supports Council's two-year Strategic Plan in the following categories:

B. Economic Development
- *2. Downtown beautification - Effectuate visual and physical improvements to the historic downtown corridor, to include public amenities, improved signage, façade improvements, and safety measures.*

F. Community Vitality

- *9. Explore and develop ideas for greater opportunities to use public spaces in the historic downtown corridor.*

FISCAL IMPACTS:

There are no fiscal impacts to the City at this time. All costs associated with the renewal process of the PBID are the responsibility of the current Board of Directors.

OPTIONS:

1. City Council could decide that the formation of the PBID is not in the best interest for Downtown and stop the process at this point. This alternative is not recommended because more than 50% of the property owners affected by the PBID assessment are in support of forming the District and the current PBID Board of Directors is in support of renewal.

2. Provide staff with further direction.

ATTACHMENTS:

Exhibit A - Resolution 7392 - Resolution of Intent.pdf
Exhibit B - Management District Plan.pdf
Exhibit C - Boundary Map.pdf
Exhibit D - Original Boundary Map.pdf

Exhibit A

Resolution 7392 - Resolution of Intent

RESOLUTION NO. 7392

A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA, CALIFORNIA, INITIATING RENEWAL PROCEEDINGS FOR THE BUSINESS IMPROVEMENT DISTRICT FOR DOWNTOWN SANTA PAULA

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 Council of the City of Santa Paula (the "City Council") is authorized pursuant to Chapter 1 (commencing with Section 36600) of Part 7 of Division 18 of the California Streets & Highways Code, commonly known as the "Property and Business Improvement District Act of 1994" to establish an improvement district in order to fund the promotion of economic revitalization and physical maintenance activities through the annual levy of assessments on real property located within the district;

B. The City Council has received a written petition from the owners of certain real property within the City of Santa Paula (the "City") requesting that the City Council initiate proceedings for the renewal of a property and business improvement district pursuant to the Property and Business Improvement District Act of 1994 (the "Downtown Santa Paula Business Improvement District") for the purpose of providing certain services that are necessary to promote the economic revitalization and physical maintenance of the City's historic downtown, and agreeing to the annual levy of assessments on said properties sufficient to pay the costs of such services and costs incidental thereto;

C. Sections 36606 and 36610 of the California Streets & Highways Code provides that a property and business improvement district may be established to finance certain types of improvements and activities, including, but not limited to, providing security, sidewalk cleaning, marketing and economic development, special events, the construction and maintenance of lighting facilities, landscape and sidewalk improvements, including, but not limited to, sweeping and litter removal services, sidewalk washing, graffiti removal, landscape irrigation, and replacement and repair services, within the District;

D. Pursuant to Section 36621 of the California Streets & Highways Code, the City Council is authorized upon receiving such a written petition to adopt a resolution of intention to establish a property and business improvement district; and

E. The City Council believes it to be in the best interest of the City and its business persons and citizens to initiate proceedings to form a new property-based business improvement district.

SECTION 2. Proposed District. It is the intention of the City Council to initiate proceedings to renew the new property-based business improvement district, in accordance with Streets and Highways Code Sections 36600 et seq.

SECTION 3. Management Plan and Engineer's Report. Pursuant to Section 36622 of the California Streets & Highways Code, a copy of the new Management District Plan and Engineer's Report is on file in the office of the City Clerk and is hereby incorporated and made a part hereof as though set forth in full herein.

SECTION 4. Activities. The activities and improvements proposed for this District include downtown ambassadors, maintenance, beautification and management of the District once renewed.

SECTION 5. Amount of Assessment. Annual assessments are based upon an allocation of program costs and a calculation of lot square footage plus building square footage plus linear street frontage. Estimated annual maximum assessment rates for the first year of the district follow:

Land Use	Lot + Bldg Assmt	Linear Assmt
Commercial/Government	$0.0581	$12.8077
Residential/Non-Profit	$0.0290	$6.4038

SECTION 6. District Boundaries. The boundaries of the District, generally speaking, shall include:

The District encompasses approximately 3 whole and partial blocks in the commercial core of Downtown Santa Paula. The PBID boundary is concentrated with parcels fronting primarily along Main Street between 8th Street and 10th Street as well as the parcels on the east of 10th Street between Main Street and Ventura Street, and both sides of 10th Street north of Main Street including APNs 101-0-212-095, 101-0-212-105, 103-0-111-045, 103-0-111-055 and 103-0-111-055.

SECTION 7. Public Hearing. Notice is hereby given that on Wednesday, June 15, 2022 at the hour of 6:30 p.m. in the Council Chambers, City of Santa Paula, 970 E Ventura St, Santa Paula, CA 93060, a public hearing on the renewal of the new property-based business improvement district and the levy of assessments, at which evidence and testimony may be offered by any and all persons having an interest in said proposed district, shall be conducted by the City Council.

SECTION 8. Notice. The City Clerk is directed to give notice of the time and place of the public hearing in accordance with Streets and Highways Code section 36623. The City Clerk is to do this by mailing (or causing to be mailed) written notices and assessment ballots in the time, form, and manner provided by Government Code section 53753 to all persons who own real property within the proposed District and will be subject to the proposed assessment. The City Clerk is further directed to file an affidavit with the City Council when all notices and ballots have been mailed, setting forth the time and manner

of his or her compliance with the requirements of law for mailing the notices and ballots. The notice shall be mailed not less than forty-five (45) days before the date of the public hearing.

SECTION 9. Publication. The City Clerk is further directed to publish this Resolution of Intention in the newspaper of general circulation in the City of Santa Paula, not later than 10 days nor more than 25 days prior to the date of the public hearing.

SECTION 10. .CEQA Compliance. The adoption of this Resolution is not a "project" for purposes of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), pursuant to Section 15378(b)(4) of Title 2 of the California Code of Regulations, as this resolution pertains to the creation of a government funding mechanism but does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment.

SECTION 11. The City Clerk is directed to certify the adoption of this Resolution.

APPROVED AND ADOPTED at a special meeting of the Santa Paula City Council this 20th day of April, 2022.

_____
Jenny Crosswhite, Mayor

ATTEST:

_____
Julie Latshaw
City Clerk

APPROVED AS TO FORM:

_____
John Cotti
City Attorney

APPROVED AS TO CONTENT

_____
Dan Singer
City Manager

Exhibit B

Management District Plan

Downtown Santa Paula
Property-Based Business Improvement District

Management District Plan



City of Santa Paula, California

April 2022

Prepared by:
Kristin Lowell, Inc

Prepared pursuant to the State of California Property and Business Assessment District Law of 1994 and Article XIIID of the California Constitution.

DOWNTOWN SANTA PAULA
Property-Based Business Improvement District
Management District Plan

Table of Contents

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7.	Implementation Timeline	16
8.	Assessment Roll	17

ATTACHMENT

A. Engineer's Report

SECTION 1: EXECUTIVE SUMMARY

The Downtown Santa Paula Property-Based Business Improvement District ("PBID") was first established in 2019 and is being renewed for a 5-year term, pursuant to the California Constitution and the Property and Business Improvement District Law of 1994, as amended. Developed by the formal steering committee, the PBID Management District Plan responds to today's market opportunities, district challenges, and the City of Santa Paula's efforts in vitalizing the downtown. The PBID Management District Plan describes how the PBID will improve and convey special benefits to assessed parcels located within the downtown area.

Summary Management Plan

Pursuant to the Property and Business Improvement District Law of 1994 (California Streets and Highways Code § 36600 et seq.) (the "PBID Law"), the PBID is proposed to be renewed for a 5-year term. Upon receipt of petitions signed by property owners representing greater than 50% of the PBID assessable budget, the City will initiate a ballot procedure to officially form the PBID. Governed by an Owners' Association, the PBID will deliver enhanced services to improve and convey special benefits to properties located within the PBID boundary, above and beyond those provided by the City.

The PBID will provide enhanced improvements and activities, such as, cleaning the downtown, improving safety, beautifying the downtown, as well as economic vitality, marketing, and special events. Each of the activities is designed to meet the goals of the District; to improve the appearance and safety of the PBID, to increase building occupancy and lease rates, to encourage new business development and attract ancillary businesses and services.

Location	The District encompasses approximately 3 whole and partial blocks in the commercial core of Downtown Santa Paula, primarily on E Main Street from 8th Street to 10th Street, and on 10th Street from the alley to E Ventura Street.
Services & Activities	The PBID will finance activities and improvements that will improve Downtown Santa Paula's environment for property owners, residents, workers and visitors, including: **Environmental Activities (Clean, Safe, and Beautiful):** • Security Team that supports law enforcement, property owners and businesses in overall crime prevention efforts above what the City provides while providing concierge service to customers, residents, and employees. • Homeless Outreach to address disruptive behaviors that compound maintenance issues and create an intimidating street atmosphere. • Maintenance Services that will sweep, scrub and pressure wash sidewalks and public spaces, remove litter, trash and graffiti, and provide/maintain landscaping throughout the District. • Beautification such as installing and operating streetscape furniture, bike racks, tree lighting, information kiosks, holiday décor, and wayfinding signage.

Economic Vitality:

- Marketing and Promotion activities to market the corridor pro-actively promote a positive image of the downtown.
- Special Events that draw visitors to the downtown.
- Special Projects and Collaboration on any project that benefits the downtown area.

Management:

- Administration activities that manage the GBPBID programs, communicates with stakeholders and advocates on behalf of the district.

Method of Financing

Levy of assessments upon real property that receive a special benefit from enhanced services.

Budget

Total PBID budget for its first year of operations is **$95,000**, as follows:

EXPENDITURES	TOTAL BUDGET	% of Budget
Environmental Activities Security Team, Maintenance, Beautification	$65,000.00	68.42%
Economic Vitality Marketing, Promotions, Special Events	$15,000.00	15.79%
Management	$15,000.00	15.79%
Total Expenditures	**$95,000.00**	**100.00%**
REVENUES		
Assessment Revenues	$92,625.00	97.50%
Other Revenues (1)	$2,375.00	2.50%
Total Revenues	**$95,000.00**	**100.00%**

(1) An allowance is made for general benefits that the PBID may provide. Any PBID services that are found to provide general benefit cannot be paid for with assessment revenue. A certified engineer has estimated that the general benefit from the PBID services accounts for $2,375.00 of the estimated budget, resulting in a total assessable budget of $92,625.00.

Assessments

Annual assessments are based upon an allocation of program costs and a calculation of lot square footage plus building square footage plus linear street frontage. Estimated annual maximum assessment rates for the first year of the district follow:

Land Use	Lot + Bldg Assmt	Linear Assmt
Commercial/Government	$0.0581	$12.8077
Residential/Non-Profit	$0.0290	$6.4038

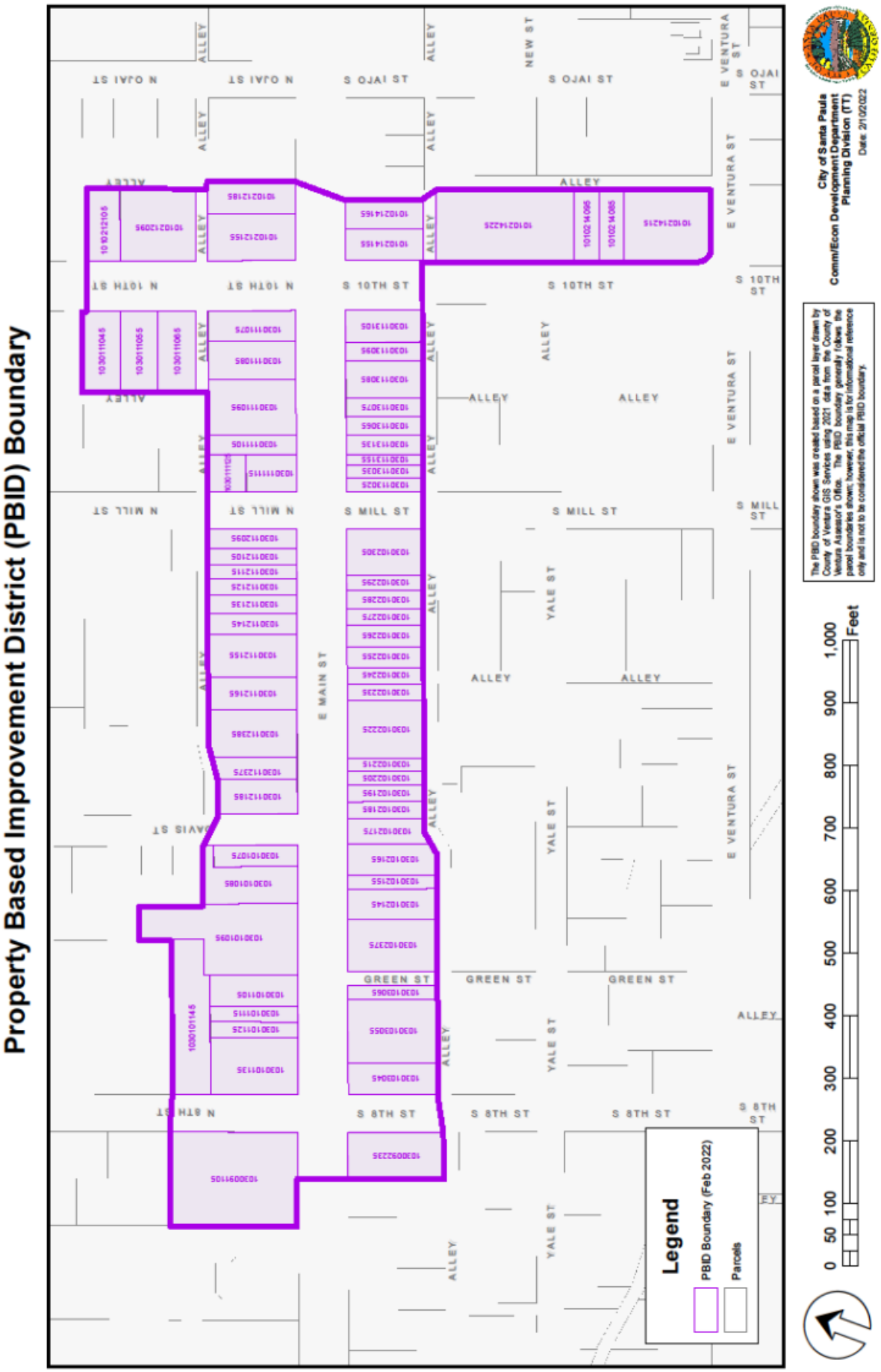
CPI Increase	Assessments will be subject to an annual increase of up to 5% per year to address changes in the cost of providing services. The determination of annual adjustments in assessment rates will be subject to review and approval by the PBID Owners' Association and City Council and will be subject to the requirements of the PBID Law. The Owners' Association will develop annual budgets and service programs each year which will be presented to the City Council for approval.
City Services	The City has established and documented the base level of pre-existing City services. The PBID will not replace any pre-existing general City services.
Collection	PBID assessments appear as a separate line item on the annual Ventura County property tax bills.
District Governance	The PBID will be managed by a nonprofit organization that will act as the PBID Owners' Association. The Owners' Association will be governed by a 5-7 member Board of Directors comprised primarily of PBID property owners or their designee. The Board will determine the annual PBID services and budgets.
District Formation	The PBID Law requires the submission of petitions signed by property owners in the proposed district who will pay more than 50% of the total assessments (i.e., petitions must represent **more than 50% of the $92,625.00** to be assessed). Petitions are submitted to the City, who then mails ballots to all assessed property owners. The majority of ballots returned, as weighted by assessments to be paid, must be in favor of the PBID for the City Council to approve the formation.
Duration	The PBID will have a 5-year term running from January 1, 2023, through December 31, 2027. Any subsequent renewal of the PBID will require a new Management District Plan, petition, and ballot process.

SECTION 2: PBID BOUNDARY

PBID Boundary

The District encompasses approximately 3 whole and partial blocks in the commercial core of Downtown Santa Paula. The PBID boundary is concentrated with parcels fronting primarily along Main Street between 8th Street and 10th Street as well as the parcels on the east of 10th Street between Main Street and Ventura Street, and both sides of 10th Street north of Main Street including APNs 101-0-212-095, 101-0-212-105, 103-0-111-045, 103-0-111-055 and 103-0-111-055.

The PBID boundary is illustrated by the map on the following page.


Property Based Improvement District (PBID) Boundary
City of Santa Paula
Comm/Econ Development Department
Planning Division (TT)
Date: 2/10/2022
The PBID boundary shown was created based on a parcel layer drawn by County of Ventura GIS Services using 2021 data from the County of Ventura Assessor's Office. The PBID boundary generally follows the parcel boundaries shown; however, this map is for informational reference only and is not to be considered the official PBID boundary.
Legend
PBID Boundary (Feb 2022)
Parcels
0 50 100 200 300 400 500 600 700 800 900 1,000
Feet
S OJAI ST
E VENTURA ST
S 10TH ST
S MILL ST
E MAIN ST
YALE ST
GREEN ST
S 8TH ST
ALLEY
NEW ST

SECTION 3: PBID ACTIVITY AND IMPROVEMENT PLAN

Background and Feasibility

As determined by area property and business owners, the top priority for services and activities within the Downtown Santa Paula PBID area include:

- Security Team
- Maintenance Services
- Beautification
- Economic Vitality (Marketing, Promotions, Special Events)

Based upon these findings, the following Environmental and Economic activities will be funded by the PBID. The following narrative provides recommendations for the PBID's first year of operation. PBID activities may be amended in subsequent years within the following general categories. Final activities and budgets will be subject to the review and approval of the PBID Owners' Association prior to City Council approval.

Environmental Activities

To respond to stakeholder priorities and guiding principles to make Downtown Santa Paula more welcoming, clean and beautiful, the PBID may fund a security program as well increased maintenance and beautification efforts. The PBID Environmental Activities are intended to improve commerce and quality of life by making each individually assessed parcel safer, cleaner and more attractive, which will encourage investment dollars and generate additional pedestrian traffic.

Security Team:



The Security Team will provide security services for the individual parcels located within the PBID in the form of vehicle and/or bike patrols. The purpose of the Security Team is to prevent, deter and report illegal activities taking place on the streets, sidewalks, storefronts, parking lots, and public alleys. The presence of the Security Team is intended to deter such illegal activities as vandalism, graffiti, narcotic use or sales, public urination, trespassing, drinking in public, prostitution, illegal panhandling, and illegal dumping. The safety activities will supplement, not replace, other ongoing City police, security, and patrol efforts within the PBID.

In addition, the Security Team will engage people who are engaging in aggressive panhandling, to suggest and coordinate services, and will document each engagement and activity to track the frequency of illegal and threatening behaviors to mobilize enforcement efforts of those people resisting services

The Security Team will continually circulate through the district to identify the population that is engaged in illegal or threatening behaviors, engage homeless people to build relationships and encourage assistance from social service providers to coordinate service delivery, triage the needs of homeless people to encourage appropriate services from provider agencies, and will document all interactions so that these individuals can be prioritized based on need

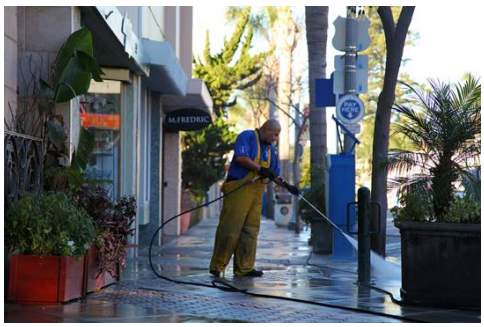
Maintenance Services:

Litter

Debris will be removed from sidewalks, alleys and street gutters. Debris includes Loose trash | Cigarette butts | Sediment and loose rock

Power Washing

Regularly Scheduled Washing – The entirety of the district will be washed on a bi-annual basis



Spot Washing – we will work to immediately address unsightly spills and stains in the district

Weeds

Weeds will be removed from sidewalk cracks and building lines while the clean team is on cleaning patrol. Areas of widespread growth will be removed by using a weed eater.

Graffiti

Graffiti will be removed immediately upon identification from public fixtures such as light posts, utility boxes and signs using the least evasive methods possible. Our methods of graffiti removal include wiping with graffiti removal chemicals, scraping, painting, or power washing.

Attention to Detail

While on normal cleaning rounds the clean team will be trained to tend to nearly every detail, they might encounter in the public right of way to include: damp wipe public fixtures, such as trash can lids, to create a clean appearance, damp wiping and inspecting the inside of fixed news rack corrals for litter and debris Inspecting free publication boxes to make sure litter or other items are not placed inside.

Beautification & Placemaking:

In addition to clean and safe services, the PBID budget may include funds for beautification and placemaking improvements that are defined as cosmetic enhancements that improve the appearance and walkability within the PBID, in turn encouraging customer traffic and improved quality of life for residents. Examples of beautification improvements might include:



- Directional/wayfinding signage or themed signage
- Street furniture and amenities, such as benches, kiosks and lighting
- Design and installation of flowering planters and baskets
- Design and installation of art and decorative elements
- Holiday décor or tree lighting
- Bicycle racks and other hardware
- Urban design and/or planning services to advance beautification efforts
- Other enhancements that improve the PBID's appearance
- Special lighting as an additional level of security as well as beautification which may include lighting parking lots, decorative street lighting, and tree lighting.

Economic Vitality

In addition to the Environmental Activities (Clean, Safe and Beautiful), a comprehensive economic vitality program has been included as a key component to the PBID. As the Downtown comes out of the COVID-19 pandemic and there is a more favorable economic climate, the activities for economic enhancements may include:

Marketing and Promotions:
It is important to not only provide the services needed in the PBID, but to tell the story of improvement in the PBID. Some of the marketing programs being considered are:

- Image and Marketing materials
- Media Advertising
- Website
- Meetings & Workshops
- Newsletter
- Maintain Social Media Outlets
- Restaurant/Retail Listing & Map

Special Events:
Promote and host special events downtown that draw residents and visitors that encourage them to eat at the local restaurants, shop downtown, engage in any type of commercial activity. Events may include culinary events, arts festivals, holiday parades, music events or any other special event that draws people to the downtown area.

Special Projects/Project Collaboration:
Special projects will be initiated to tackle issues that are overlooked or items that can leave a lasting impression on stakeholders in the PBID. Special project opportunities include painting of street fixtures to include utility boxes, benches, light poles, etc., thorough cleaning of tree wells, power washing and repair of waste cans, and thorough scrubbing and cleaning of street fixtures.

The PBID may also use funds to collaborate with the City or any other organization on projects that benefit the downtown area.

Management

Like any business, the PBID will require a professional staff to properly manage programs, communicate with stakeholders and provide leadership. The PBID supports a professional staff that delivers programs and advocates on behalf of the parcels in the Downtown Santa Paula PBID.

Management services may include compensation for an Executive Director, an administrative assistant or any other staff member, or subcontractor the Owner's Association deems necessary to manage the PBID programs. The management team is responsible for providing the day-to-day operations. PBID funds may be used to leverage additional monies from sponsorships, contracts, grants and earned income. Additional administrative costs may include accounting and annual financial reviews, insurance, program support costs including supplies, equipment and rent, County assessment collection fee, estimated at 1% of assessments, and other administration costs associated with the overhead and administrative support of programs. This item also includes funds to renew the PBID after the 5-year term.

SECTION 4: PBID ASSESSMENT BUDGET

2023 PBID Assessment Budget

The following table outlines the PBID maximum assessment budget for 2023.

EXPENDITURES	TOTAL BUDGET	% of Budget
Environmental Activities Security Team, Maintenance, Beautification	$65,000.00	68.42%
Economic Vitality Marketing, Promotions, Special Events	$15,000.00	15.79%
Management	$15,000.00	15.79%
Total Expenditures	**$95,000.00**	**100.00%**
REVENUES		
Assessment Revenues	$92,625.00	97.50%
Other Revenues (1)	$2,375.00	2.50%
Total Revenues	**$95,000.00**	**100.00%**
(1) Other non-assessment funding to cover the cost associated with general benefit.		

Budget Adjustments

The services proposed for year one of the term are the same services that are proposed for subsequent years. Assessments will be subject to an annual increase of up to 5% per year to address changes in the cost of providing services. The determination of annual adjustments in assessment rates will be subject to review and approval by the PBID Owners' Association and City Council and will be subject to the requirements of the PBID Law.

5-Year Maximum Budget

The following table illustrates the PBID's maximum annual budget for the 5-year term based on Year 1 of inventory of development, adjusting it by the maximum 5% increase.

PBID ACTIVITY	2023	2024	2025	2026	2027
Environmental Activities	$65,000	$68,250	$71,663	$75,246	$79,008
Economic Vitality	$15,000	$15,750	$16,538	$17,364	$18,233
Management	$15,000	$15,750	$16,538	$17,364	$18,233
TOTAL:	**$95,000**	**$99,750**	**$104,738**	**$109,974**	**$115,473**

The cost of PBID improvements and activities may vary in any given year depending on market conditions and the cost of providing those services. Expenditures for each of the line items may be adjusted up or down 10% between them to continue the same level of service. The Owners' Association Board of Directors shall make such determination. In addition, any annual budget surplus, including those created through cost saving measures, unexpected reductions in expenses or unanticipated increases to income, will be rolled into the following year's budget. The carryover funds will be applied to the same budget line item as the line item that was the source

of the carryover funds. The budget will be adjusted accordingly consistent with the Management District Plan to adjust for surpluses that are carried forward to ensure that the PBID is spending these funds in a timely manner and is complying with applicable State laws and City policies. Any change in line-item expenditures and/or budget surplus will be approved by the Owners' Association Board of Directors and submitted in the annual report, pursuant to Section 36650 of the State Law.

PBID Renewal

PBID funds, which may consist of rollover funds may be used for renewing the district.

Bond Issuance

No bonds will be issued to finance improvements.

SECTION 5: ASSESSMENT METHODOLOGY

General

This Management District Plan provides for the levy of assessments for the purpose of providing services and activities that specially benefit real property in the PBID. These assessments are not taxes for the general benefit of the City but are assessments for the services and activities which confer special benefits upon the real property for which the services and activities are provided.

Assessment Factors

Each parcel's proportional special benefit from the PBID activities is determined by analyzing three land use factors: Building Square Footage, Lot Square Footage, and Linear Street Frontage. These land use factors are an equitable way to identify the proportional special benefit that each of the parcels receive. Building square footage is relevant to the current use of a property and is also closely correlated to the potential pedestrian traffic from each parcel and the demand for PBID activities. A parcel's lot square footage reflects the long-term value implications of the improvement district. A parcel's linear street frontage is relevant to the street level usage of a parcel and the demand for PBID activities. Together, these land use factors serve as the basic unit of measure to calculate how much special benefit each parcel receives in relationship to the district as a whole, which is the basis to then proportionately allocate the cost of the special benefits.

Building square footage is defined as the total building square footage as determined by the outside measurements of a building. The gross building square footage is taken from the County of Ventura Assessor's records. Fifty percent (50%) of the assessment budget is allocated to the sum of building square footage plus lot square footage to account for the special benefit to each parcel's land uses, its residents, and tenants and the long-term development potential.

Lot square footage is defined as the total amount of area within the boundaries of the parcel. The boundaries of a parcel are defined on the County Assessor parcel maps. Fifty percent (50%) of the assessment budget is allocated to the sum of building square footage plus lot square footage to account for the special benefit to each parcel's land uses, its residents, and tenants and the long-term development potential.

Linear street frontage is defined as the number of linear feet of each parcel that directly fronts a street that will receive the PBID activities. Corner parcels or whole block parcels will be assessed for the sum of all the parcels' street frontage. Fifty percent (50%) of the assessment budget is allocated to linear street frontage to account for the special benefit received at the street level of each parcel.

Land Use Considerations

All parcels within the PBID specially benefit from the PBID activities but not to the same degree. The proportional special benefit and assessment methodology provides the following land use considerations for properties used exclusively for single family residential and non-profit parcels:

Residential and Non-Profit: Owner-occupied residential single family and condominiums and non-profit owned properties specially benefit from the PBID activities but differently than commercial parcels. Owner-occupied residential single family and condominiums and non-profit owned parcels will not receive the same special benefit as commercial because those uses are not engaged in commercial or customer attraction activities. To account for the special benefit these land uses do receive, they will be assessed at 50% of that assessed on commercial parcels. All commercial and mixed-use parcels with residential uses will be subject to an adjusted assessment rate for the owner-occupied residential square footage of that parcel. The commercial square footage for that parcel will be assessed the commercial assessment rate. Rental residential units (i.e., apartments, 5 units or greater) are considered income-producing commercial property and will be assessed at commercial rates, receiving full benefit from all PBID services.

Assessment Methodology

The proportionate special benefit each assessed parcel receives shall be determined in relationship to the entirety of the capital cost of the PBID improvements and activities as identified in Section 5. Due to the proportionate special benefits received by these individual parcels from the PBID services, these parcels will be assessed a rate which is proportionate to the amount of special benefits received. Only special benefits are assessable, and these benefits must be separated from any general benefits. As required by the State Constitution Article XIIID Section 4(a), the general benefits of an assessment district must be quantified and separated out so that the cost of the activities that are attributed to general benefit are deducted from the cost assessed against each specially benefitted parcel. General benefits are benefits from the PBID activities and improvements that are not special in nature, are not "particular and distinct" and are not over and above the benefits that other parcels receive. The attached Engineer's Report has calculated that 2.50% of the PBID activities may be general in nature and will be funded from sources other than special assessments, see Section E of the Engineer's Report for discussion of special and general benefits.

Assessment Calculation

As previously discussed, the PBID services and activities will be provided uniformly throughout the district. To apportion the cost of the special benefits received from these services is in direct relationship to each lot square footage, building square footage and linear street frontage. The assessable footages for each land use type are indicated in the table below.

Land Use	Lot + Bldg SF	Linear Frontage
Commercial/Government	759,007	3,451
Residential/Non-Profit	38,658	165
TOTAL:	**797,665**	**3,616**

To assess each parcel for the special benefits it receives from the PBID activities is to calculate each parcel's proportionate share of its lot plus building square footage as well as its linear street frontage in relationship to the entirety of the lot plus building square footage and linear street frontage in the PBID boundary. As discussed above, 50% of the assessable budget it allocated to the sum of the lot plus building square footage, and 50% to the total linear street frontage. Therefore, to calculate the assessment rate for each assessable square footage, divide the PBID assessment budget of $92,625.00 by 2 and then divide that by either the sum of Lot + Bldg SF or Linear Frontage. Based on this calculation the following are the assessment rates for each land use type for fiscal year 2022/2023.

Land Use	Lot + Bldg Assmt	Linear Assmt
Commercial/Government	$0.0581	$12.8077
Residential/Non-Profit	$0.0290	$6.4038

Sample Parcel Assessments

To calculate the assessment for a commercial parcel with 10,000 square foot lot + building plus 50 linear feet, the calculation is as follows:

Lot + Building: 10,000 x $0.0581 = ... $581.00
Linear Frontage: 50 x $12.8077 = ... $640.39
TOTAL ASSESSMENT: $1,221.39

To calculate the assessment for a non-profit parcel with the same parcel characteristics, the calculation is as follows:

Lot + Building: 10,000 x $0.0290 = ... $290.00
Linear Frontage: 50 x $6.4038 = ... $320.19
TOTAL ASSESSMENT: $610.19

The assessment calculation is the same for every parcel in the Downtown Santa Paula PBID respective of its land use type.

Annual Assessment Adjustments

Budget Adjustment

Assessments will be subject to an annual increase of up to 5% per year to address changes in the cost of providing services. The determination of annual adjustments in assessment rates will be subject to review and approval by the PBID Owners' Association and City Council and will be subject to the requirements of the PBID Law.

Time and Manner for Collecting Assessments

As provided by State Law, the PBID assessment will appear as a separate line item on annual property tax bills prepared by the County of Ventura. The Santa Paula City Clerk's office may direct bill any property owners whose special assessment does not appear on the tax rolls for each year of the PBID term. The assessments shall be collected at the same time and in the same manner as for the ad valorem property tax paid to the County of Ventura. These assessments shall provide for the same lien priority and penalties for delinquent payment as is provided for the ad valorem property tax.

Disestablishment

State law provides for the disestablishment of a PBID pursuant to an annual process. The 30-day period begins each year on the anniversary day that the City Council first established the PBID. Within this annual 30-day period, if the owners of real property who pay more than 40% of the assessments levied submit a written petition for disestablishment, the PBID may be dissolved by the City Council. The City Council must hold a public hearing on the proposed disestablishment before voting on whether to disestablish the PBID.

Duration

The PBID will have a five-year term commencing January 1, 2023, through December 31, 2027. Any major modifications or new or increased assessments during the term of the PBID that are not consistent with the provisions of this Management District Plan will require a new mail ballot process.

Future Development

As a result of continued development, the PBID may experience the addition or subtraction of assessable footage for parcels included and assessed within the PBID boundaries. The modification of parcel improvements assessed within the PBID may then change upwards or downwards the amount of total footage assessment for these parcels, pursuant to Government Code 53750(h)(3), will be prorated to the date the parcel receives the temporary and/or permanent certificate of occupancy.

In future years, the assessments for the special benefits bestowed upon the included PBID parcels may change in accordance with the assessment methodology formula identified in the Management District Plan and Engineer's Report provided the assessment rate does not change. The assessment formula can only be changed in accordance with the provisions of the PBID Law and any other applicable laws.

SECTION 6: PBID GOVERNANCE

City Council

Following the submission of petitions from property owners representing more than 50% of the assessments to be paid, the City Council, upon holding a public hearing on the proposed District, may elect to form the PBID. The PBID is formed by a City Council resolution, including the levy of an assessment on property, if the assessment is first approved by parcel owners in a balloting process.

PBID Governance

Consistent with business improvement district legislation throughout the nation, California's "Property and Business Improvement District Law of 1994" establishes a governance framework that allows property owners who pay assessments the ability to determine how the assessments are used. This Management District Plan may be subject to changes if required by the state of California or the City of Santa Paula.

Downtown Santa Paula PBID

The Downtown Santa Paula PBID shall contract with a nonprofit organization that will act as the Owners' Association. The Owners' Association will be governed by a 5-7 member Board of Directors comprised primarily of PBID property owners or their designee. The role of the Owners' Association is consistent with similar PBIDs and management organizations throughout California and the nation. The Owners' Association determines budgets, assessment adjustments and monitor service delivery. As part of the Management District Plan, the nonprofit management organization oversees the delivery of day-to-day PBID.

Pursuant to the State of California PBID legislation the Owners' Association Board of Directors when conducting PBID business, is subject to disclosure and notification guidelines set by the Ralph M. Brown Act and California Public Records Act.

SECTION 7: IMPLEMENTATION TIMELINE

For the PBID to meet the start-up date of January 1, 2023, the formation process needs to adhere to the following schedule:

Formation Schedule	Dates
Draft Management District Plan and Engineer's Report - City Review	Winter 2021/2022
Petitions distributed to property owners	February 2022
Education campaign to obtain signed petitions: presentations, neighborhood meetings, 50% weighted vote targeting	Feb-March 2022
City Council accepts petitions; adopts resolution of intention to consider establishment; sets a public hearing; accepts the Engineer's Report; authorizes the mailing of ballots	April 2022
City Council holds public hearing and tabulates assessment ballots, adopts resolution approving the district formation and levying of the assessments	June 2022

SECTION 8: ASSESSMENT ROLL

The total assessment amount for FY 2022/23 is $92,625.00 apportioned to each individual assessed parcel, as follows.

APN	OWNER NAME	Site Address	Parcel Assmt
101-0-214-225	10TH STREET 2017 TRUST	125 S 10TH ST	$4,636.24
103-0-111-095	ADELSBERGER MARI ANNE BURTON	959 E MAIN ST	$2,197.77
103-0-102-275	ALAMILLO ANSELMO-ORALIA TRUST	938 E MAIN ST	$761.45
103-0-111-085	ALAMILLO ANSELMO-ORALIA TRUST	971 E MAIN ST	$1,517.44
103-0-101-115	ARANA JOSE L-MARIA D	819 E MAIN ST	$595.98
103-0-101-105	ARENAS MANUEL-EUGENIA B	827 E MAIN ST	$1,122.98
103-0-111-065	ASSOC FOR RETARDED	114 N 10th St	$805.66
103-0-112-185	BANK OF THE SIERRA	901 E MAIN ST	$1,462.27
103-0-102-235	BERMUDEZ EDWARD F	924 E MAIN ST	$686.57
103-0-112-165	BERMUDEZ EDWARD F	925 E MAIN ST	$1,390.59
103-0-102-245	BINSLEY MICHAEL	926 E MAIN ST	$678.43
103-0-113-075	BOJANOWSKI KRZYSZTOF	972 E MAIN ST	$776.14
103-0-111-115	CASTANEDA RAY-MARHTA E	951 E MAIN ST	$1,346.27
101-0-212-095	CO LIMONEIRA	117 N 10th St	$2,889.14
103-0-111-075	COVARRUBIAS EFRAIN-EVELIA	989 E MAIN ST	$1,397.54
103-0-103-065	DENNIS JOHN L-SUSAN A TRUST	824 E MAIN ST	$933.59
103-0-111-125	FRANCIS DANIEL E & SUSAN E	107 N MILL ST	$1,109.59
103-0-101-135	GARCIA JOSE G-LUZ M TRUST	801 E MAIN ST	$2,011.63
103-0-113-085	GOMEZ CECILIO RANGEL	974 E MAIN ST	$1,552.27
103-0-101-125	GORDON PAUL	817 E MAIN ST	$597.02
103-0-102-195	GOULD JOHN J TRUST	908 E MAIN ST	$728.66
103-0-102-165	HAMBLETON R H & L B	856 E MAIN ST	$1,450.38
103-0-113-095	HEILVEIL IRA TR	982 E MAIN ST	$772.54
103-0-103-045	HOANG CHRISTOPHER V-ANNIE C	800 E MAIN ST	$1,296.52
103-0-102-175	IOOF LODGE 314	866 E MAIN ST	$701.42
103-0-102-295	KANG CHONG K	944 E MAIN ST	$649.68
103-0-102-185	KEOAX PROPERTIES LLC	900 E MAIN ST	$673.44
103-0-102-285	LAMBERT PARTNERS	940 E MAIN ST	$786.35
103-0-102-375	LAMBERT WILLIAM S-LENORE TRUST	834 E MAIN ST	$2,002.22
103-0-102-225	LEAVENS J LINK ET AL	914 E MAIN ST	$2,381.52
103-0-112-375	LEAVENS J LINK ET AL	915 E MAIN ST	$870.31
103-0-112-385	LEAVENS J LINK ET AL	915 E MAIN ST	$2,002.23
103-0-101-075	LIPPERTLAND LLC	861 E MAIN ST	$1,037.31
103-0-102-265	LIPPERTLAND LLC	932 E MAIN ST	$956.29
103-0-113-155	LIZARRAGA LEOVARDO-MANUELA	962 E MAIN ST	$396.40
103-0-102-215	LOKEE INVESTMENTS LLC	912 E MAIN ST	$488.39
103-0-112-095	LOZA INVESTMENTS LLC	949 E MAIN ST	$1,011.28
103-0-112-135	LOZA INVESTMENTS LLC	939 E MAIN ST	$784.15
103-0-102-255	LOZA INVESTMENTS LLC	930 E MAIN ST	$880.57
103-0-102-305	LOZA INVESTMENTS LLC	948 E MAIN ST	$2,060.56
103-0-113-135	MANZANO FRANK L-ANNA M TRUST	964 E MAIN ST	$822.70
103-0-103-055	MATILIJA INVESTMENT PROPERTIES LLC	814 E MAIN ST	$2,883.71
103-0-112-155	MATILIJA INVESTMENT PROPERTIES LLC	929 E MAIN ST	$2,379.29

APN	OWNER NAME	Site Address	Parcel Assmt
103-0-101-085	MATILIJA INVESTMENT PROPERTIES LLC	851 E MAIN ST	$1,906.90
103-0-102-205	MEAD EDWARD D III-CLAUDETTE	910 E MAIN ST	$597.50
101-0-214-095	MORA JESUS P TRUST ESTATE	133 S 10TH ST	$426.97
101-0-212-105	PAULA ART MUSEUM SANTA	123 N 10th St	$1,450.38
103-0-111-045	ROBERTO & GRISELDA GUERRERO	124 N 10th St	$1,343.43
103-0-113-065	RODA ROSALINE O TRUST	968 E MAIN ST	$802.26
103-0-111-055	SAMUEL ALVAREZ	120 N 10th St	$1,429.47
101-0-214-085	SANDOVAL ADAN-LESVIA P	135 S 10TH ST	$418.05
101-0-214-155	SANDOVAL ADAN-LESVIA P	1000 E MAIN ST	$2,604.22
103-0-113-025	SANDOVAL ADAN-LESVIA P	958 E MAIN ST	$602.90
101-0-214-165	SANDOVAL ADAN-LESVIA P	1008 E MAIN ST	$1,390.64
103-0-101-095	SANTA PAULA HOLDINGS LLC	847 E MAIN ST	$3,504.93
103-0-101-145	SANTA PAULA VENTURES INC	111 N 8TH ST	$2,119.62
101-0-214-215	SHAH ZAHID M	145 S 10TH ST	$2,822.59
103-0-092-235	STABEN LAURA E DEC TR	744 E MAIN ST	$1,608.47
103-0-113-035	SUAREZ RUBEN G-ELIZABETH M	960 E MAIN ST	$517.11
103-0-112-125	TURNER JONATHAN M-ROSLYNN A	941 E MAIN ST	$654.04
101-0-212-155	UNION OIL COMPANY OF CALIFORNIA	1001 E MAIN ST	$2,214.44
101-0-212-185	UNION OIL COMPANY OF CALIFORNIA	1001 E MAIN ST	$1,147.42
103-0-113-105	VILLALPANDO ANGELINA M TRUST	984 E MAIN ST	$1,377.22
103-0-091-105	VISTA REAL PUBLIC CHARTER INC	106 N 8TH ST	$2,005.66
103-0-102-145	WERNER ROBERT L-SUSAN L TRUST	848 E MAIN ST	$1,331.25
103-0-102-155	WERNER ROBERT L-SUSAN L TRUST	854 E MAIN ST	$663.98
103-0-111-105	WHITE ROBERT A-MARY R TRUST	957 E MAIN ST	$732.59
103-0-112-105	YEPEZ MARIA G	947 E MAIN ST	$747.58
103-0-112-115	YEPEZ MARIA G	945 E MAIN ST	$655.13
103-0-112-145	YOO YOUNG-HIZA	935 E MAIN ST	$1,065.76
TOTAL:			**$92,625.00**

Attachment A:

Downtown Santa Paula PBID Engineer's Report



Santa Paula, California
April 2022

Prepared by:
Kristin Lowell Inc.

Prepared pursuant to the State of California
Property and Business Improvement District Law of 1994
And Article XIIID of the California Constitution
to create a property-based business improvement district

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ENGINEER'S STATEMENT

This Engineer's Report is prepared pursuant to Article XIIID of the California State Constitution and the State of California Property and Business Improvement District Law of 1994 (California Streets and Highways Code § 36600 et seq.) (the "PBID Law").

The Downtown Santa Paula Property-Based Business Improvement District ("PBID") will provide activities either currently not provided or are above and beyond what the City of Santa Paula provides. These activities will specially benefit each individual assessable parcel in the PBID. Every individual assessed parcel within the PBID receives special benefit from the activities identified under Section B of this Report. Only those individual assessed parcels within the PBID receive the special benefit of these proposed activities; parcels contiguous to and outside the PBID and the public at large may receive a general benefit, as outlined in Section E. The cost to provide general benefits, if any, will be funded from sources other than special assessments.

The duration of the proposed PBID is five (5) years, commencing January 1, 2023. An estimated budget for the PBID improvements and activities is set forth in Section D. Assessments will be subject to an annual increase of up to 5% per year as determined by the Owners' Association. Assessment increases must stay between 0% and 5% in any given year. Funding for the PBID improvements and activities shall be derived from a property-based assessment of each specially benefitted parcel in the PBID. A detailed description of the methodology for determining the proportional special benefit each individual assessable parcel receives from the service and the assessment for each parcel is set forth in Section F.

I hereby certify to the best of my professional knowledge that each of the identified assessable parcels located within the PBID will receive a special benefit over and above the benefits conferred to those parcels outside of the PBID boundary and to the public at large and that the amount of the proposed special assessment is proportional to, and no greater than the special benefits received.



Respectfully submitted,

Terrance E. Lowell, P.E.

SECTION A: LEGISLATIVE AND JUDICIAL REVIEW

Property and Business Improvement District Law of 1994

The Property and Business Improvement District Law of 1994 (the "PBID Law") is the legislation that authorizes the City to levy assessments upon real property for the purposes of providing improvements and activities that specially benefit each individual assessed parcel in the PBID. The purpose of the PBID is to encourage commerce, investment, and business activities. In order to meet these goals PBIDs typically fund activities and improvements, such as, enhanced safety and cleaning. Unlike other assessment districts which fund the construction of public capital improvements or maintenance thereof, PBIDs provide activities and improvements "to promote the economic revitalization and physical maintenance of the business districts of its cities in order to create jobs, attract new businesses, and prevent the erosion of the business districts." (Streets and Highways Code Section 36601(b)). The improvements and activities funded through the PBID are over and above those already provided by the City within the PBID's boundaries. Each of the PBID activities or improvements is intended to increase building occupancy and lease rates, to encourage new business development, attract businesses that serve the community, and improve the quality of life.

Specifically, the PBID Law defines "Improvements" and "Activities" as follows:

> *"Improvement" means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more…"*[1]
>
> *"Activities" means, but is not limited to, all of the following:*
> *(a) Promotion of public events.*
> *(b) Furnishing of music in any public place.*
> *(c) Promotion of tourism within the district.*
> *(d) Marketing and economic development, including retail retention and recruitment.*
> *(e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.*
> *(f) Other services provided for the purpose of conferring special benefit upon assessed real property.*[2]

Article XIIID of the State Constitution

In 1996, California voters approved Proposition 218, codified in part as Article XIIID of the State Constitution. Among other requirements, Article XIIID changes the way local agencies enact local taxes and levy assessments on real property. It states, in relevant part, that:

> *(a) An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property*

[1] *California Streets and Highways Code, Section 36610.*
[2] *California Streets and Highways Code, Section 36606.*

related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and an agency shall separate the general benefits from the special benefits conferred on a parcel. Parcels within a district that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit.
(b) All assessments shall be supported by a detailed engineer's report prepared by a registered professional engineer certified by the State of California.[3]

"Special benefit" means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute "special benefit."[4]

Judicial Guidance

Since the enactment of Article XIIID, the courts have rendered opinions regarding various aspects of Article XIIID. The notable portions of cases that apply to assessment districts in general and this Downtown Santa Paula PBID in particular are noted below.

"The engineer's report describes the services to be provided by the PBID [i.e. the PBID]; (1) security, (2) streetscape maintenance (e.g., street sweeping, gutter cleaning, graffiti removal), and (3) marketing, promotion, and special events. They are all services over and above those already provided by the City within the boundaries of the PBID. And they are particular and distinct benefits to be provided only to the properties within the PBID, not to the public at large—they 'affect the assessed property in a way that is particular and distinct from [their] effect on other parcels and that real property in general and the public at large do not share.'"[5]

"…separating the general from the special benefits of a public improvement project and *estimating the* quantity *of each in relation to the other is essential if an assessment is to be limited to the special benefits."*[6]
"…the agency must determine or approximate the percentage of the total benefit conferred by the service or improvement that will be enjoyed by the general public and deduct that percentage of the total cost of the service or improvement from the special assessment levied against the specially benefitted property owners."[7]
"…even minimal *general benefits must be separated from special benefits and quantified so that the percentage of the cost of services and improvements representing general benefits, however slight, can be deducted from the amount of the cost assessed against specially benefitting properties."*[8]

The contents of this Engineer's Report are prepared in compliance with the above noted authorizing legislation, the State Constitution and the judicial opinions.

---

[3] *Section 4, Article XIIID of the State Constitution.*
[4] *Section 2 (i), Article XIIID of the State Constitution.*
[5] *Dahms v. Downtown Pomona Property and Business Improvement District (2009) 174 Cal.App. 4th 708, 722.*
[6] *Beutz v. County of Riverside (2010) 184 Cal. App. 4th 1516, 1532.*
[7] *Golden Hill Neighborhood Association, Inc. v. City of San Diego (2011) 199 Cal.App. 4th 416, 438.*
[8] *Golden Hill Neighborhood Association, Inc. v. City of San Diego (2011) 199 Cal.App. 4th 416, 439.*

SECTION B: IMPROVEMENTS AND ACTIVITIES

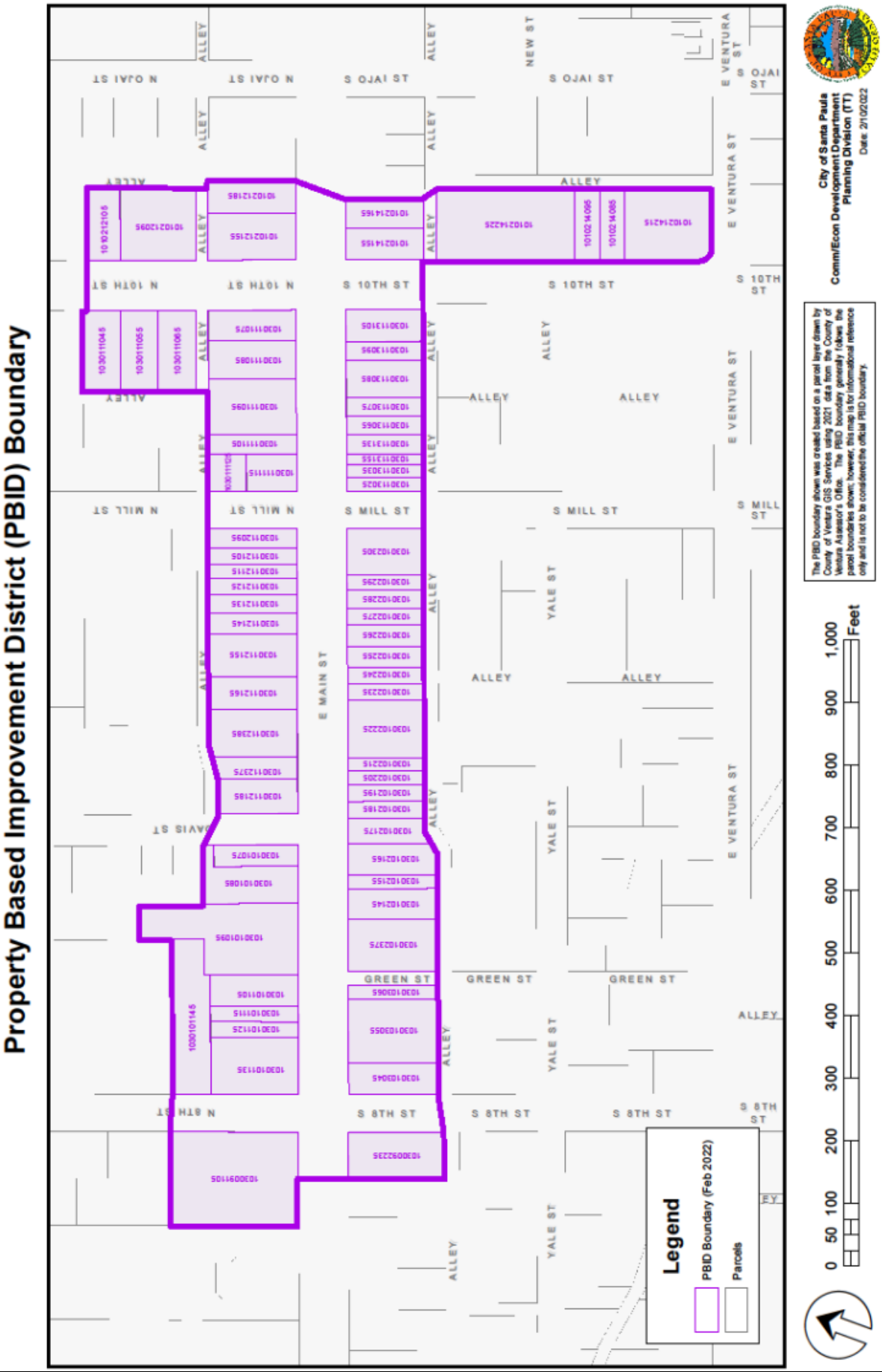
The PBID Renewal Committee collectively determined the priority for improvements and activities that the PBID will deliver. Accordingly, the PBID will provide the following services, as described in greater detail in Section 3 of this Management District Plan: Security Team, Maintenance, Beautification; Economic Vitality; and Management.

SECTION C: BENEFITTING PARCELS

PBID Boundary Description

The District encompasses approximately 3 whole and partial blocks in the commercial core of Downtown Santa Paula. The PBID boundary is concentrated with parcels fronting primarily along Main Street between 8th Street and 10th Street as well as the parcels on the east of 10th Street between Main Street and Ventura Street, and both sides of 10th Street north of Main Street including APNs 101-0-212-095, 101-0-212-105, 103-0-111-045, 103-0-111-055 and 103-0-111-055.

The PBID boundary is illustrated by the map on the following page.


Property Based Improvement District (PBID) Boundary
Legend
PBID Boundary (Feb 2022)
Parcels
City of Santa Paula
Comm/Econ Development Department
Planning Division (TT)
Date: 2/10/2022
The PBID boundary shown was created based on a parcel layer drawn by County of Ventura GIS Services using 2021 data from the County of Ventura Assessor's Office. The PBID boundary generally follows the parcel boundaries shown; however, this map is for informational reference only and is not to be considered the official PBID boundary.
0 50 100 200 300 400 500 600 700 800 900 1,000
Feet
S OJAI ST
E VENTURA ST
S 10TH ST
S MILL ST
E MAIN ST
YALE ST
GREEN ST
S 8TH ST
ALLEY

SECTION D: PROPORTIONAL BENEFITS

Methodology

Article XIIID Section 4(a) of the State Constitution states that "The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of the public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided."

Determining the proportionate special benefit for the parcels of real property within the proposed assessment district which benefit from the proposed improvements, services, and activities is the result of a four-step process:

1. Defining the proposed activities,
2. Determining which parcels specially benefit from the proposed activities,
3. Determining the amount of special benefit each parcel receives,
4. Determining the proportional special benefit a parcel receives in relation to the amount of special benefit all other parcels in the PBID receive after subtracting any general benefit.

Each identified parcel within the PBID will be assessed based upon each parcel's unique characteristics in relationship to all other specially benefitted parcels' characteristics. Due to the proportionate special benefits received by each parcel from the PBID services, each parcel will be assessed a rate which is commensurate with the amount of special benefits received.

Proportional Benefit Units

Each parcel's proportional special benefit from the PBID activities is determined by analyzing three land use factors: Building Square Footage, Lot Square Footage, and Linear Street Frontage. These land use factors are an equitable way to identify the proportional special benefit that each of the parcels receive. Building square footage is relevant to the current use of a property and is also closely correlated to the potential pedestrian traffic from each parcel and the demand for PBID activities. A parcel's lot square footage reflects the long-term value implications of the improvement district. A parcel's linear street frontage is relevant to the street level usage of a parcel and the demand for PBID activities. Together, these land use factors serve as the basic unit of measure to calculate how much special benefit each parcel receives in relationship to the district as a whole, which is the basis to then proportionately allocate the cost of the special benefits.

Building square footage is defined as the total building square footage as determined by the outside measurements of a building. The gross building square footage is taken from the County of Ventura Assessor's records. Fifty percent (50%) of the assessment budget is allocated to the sum of building square footage plus lot square footage to account for the special benefit to each parcel's land uses, its residents, and tenants and the long-term development potential.

Lot square footage is defined as the total amount of area within the boundaries of the parcel. The boundaries of a parcel are defined on the County Assessor parcel maps. Fifty percent (50%) of the assessment budget is allocated to the sum of building square footage plus lot square footage to account for the special benefit to each parcel's land uses, its residents, and tenants and the long-term development potential.

Linear street frontage is defined as the number of linear feet of each parcel that directly fronts a street that will receive the PBID activities. Corner parcels or whole block parcels will be assessed for the sum of all the parcels' street frontage. Fifty percent (50%) of the assessment budget is allocated to linear street frontage to account for the special benefit received at the street level of each parcel.

Each one of these land use factors represents the benefit units allocated to each specially benefitted parcel. The total number of benefit units are as follows:

Land Use	Lot + Bldg SF	Linear Frontage
Commercial/Government	759,007	3,451
Residential/Non-Profit	38,658	165
TOTAL:	**797,665**	**3,616**

Land Use Considerations

All parcels within the PBID specially benefit from the PBID activities but not to the same degree. The proportional special benefit and assessment methodology provides the following land use considerations for properties used exclusively for single family residential and non-profit parcels:

Residential and Non-Profit: Owner-occupied residential single family and condominiums and non-profit owned properties specially benefit from the PBID activities but differently than commercial parcels. Owner-occupied residential single family and condominiums and non-profit owned parcels will not receive the same special benefit as commercial because those uses are not engaged in commercial or customer attraction activities. To account for the special benefit these land uses do receive, they will be assessed at 50% of that assessed on commercial parcels. All commercial and mixed-use parcels with residential uses will be subject to an adjusted assessment rate for the owner-occupied residential square footage of that parcel. The commercial square footage for that parcel will be assessed the commercial assessment rate. Rental residential units (i.e. apartments, 5 units or greater) are considered income-producing commercial property and will be assessed at commercial rates, receiving full benefit from all PBID services.

SECTION E: SPECIAL and GENERAL BENEFITS

PBID Law, Article XIIID of the State Constitution, and judicial opinions require that assessments be levied according to the estimated special benefit each assessed parcel receives from the activities and improvements. Article XIIID Section 4(a) of the California Constitution in part states that "only special benefits are assessable," which requires that we separate the general benefits, if any, from the special benefits provided by the proposed activities and improvements.

As of January 1, 2015, the State Legislature amended the PBID Law to clarify and define both special benefit and general benefit as they relate to the improvements and activities these districts provide. Specifically, the amendment (Section 36615.5 of the Streets and Highways Code) defines special benefit as follows: "'Special benefit' means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed."

In addition, the amendment (Section 36609.5 of the Streets and Highways Code) defines general benefit as follows: "'General benefit' means, for purposes of a property-based district, any benefit that is not a 'special benefit' as defined in Section 36615.5."

Furthermore, the amendment (Section 36601(h)(2)) states: "Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits."

Special Benefit Analysis

All special benefits derived from the assessments outlined in this report are for property related activities directly benefiting each individual assessed parcel in the PBID. The special benefit must affect the individual assessable parcel in a way that is particular and distinct from its effect on other parcels, and that real property in general and the public at large do not share. No parcel's assessment shall be greater than the special benefits received.

Streets and Highways Code Section 36601(e) states that "Property and Business Assessment Districts formed throughout this state have conferred special benefits upon properties and businesses within their districts, and have made those properties and businesses more useful by providing the following benefits: (1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied. (2) Job creation. (3) Business attraction. (4) Business retention. (5) Economic growth. (6) New investments."

The PBID's goal is to fund activities and improvements that provide a cleaner, safer, and more attractive and economically vibrant environment as outlined in Section 4. The goal of improving

the economic vitality is achieved by improving the safety, cleanliness, and economic vitality of each specially benefitted parcel in an effort to increase commerce, to increase building occupancy and revenues, and to attract more customers, employees, tenants, investors and residents.

Specifically, each parcel specially benefits from each of the PBID activities as defined below.

Environmental Activities

The enhanced safety activities make the downtown safer which attracts more businesses, customers, and residents, and ultimately private investment. When business location decisions are made, "lower levels of public safety lead to increased uncertainty in decision making and can be perceived as a signal of a socio-institutional environment unfavorable for investment." Uncertainty affects the investment environment in general, but in particular it increases the fear of physical damage to investment assets (or to people) or their returns…Almost universally, places with lower crime rates are perceived as more desirable."[9]

The maintenance and beautification activities specially benefit each assessed parcel within the PBID by providing a clean and aesthetically appealing environment. This is achieved through sidewalk sweeping, power washing, removing litter and graffiti, trash removal, and streetscape furniture. These activities create the environment needed to achieve the PBID's other goals. Sidewalks that are dirty and unclean, particularly from vagrant activities, deter pedestrians and commercial activity.

The Security, Maintenance and Beautiful activities are expected to provide special benefits to the assessed parcels in a variety of ways. For example:

- Maintaining and cleaning sidewalks in front of each parcel creates a cohesive environment and allows pedestrians to move freely throughout the PBID. Sidewalks that are dirty and unkempt deter pedestrians and commercial activity. "Walkable communities offer many financial benefits, such as a reduction in healthcare costs. Homes with sidewalks tend to sell for more money and in less time than similar homes without sidewalks. Businesses also benefit as residents are more likely to shop locally when there is increased connectivity between residential and business/commercial districts. The well-maintained sidewalks, accessibility, and inviting atmosphere of downtown helps to attract tourists."[10]
- Removing graffiti from assessed buildings to keep the aesthetic appeal uniform throughout the PBID.
- The beautification activities specially benefit each assessed parcel by providing maintained landscaped corridors and streetscape furniture in public places. These activities create the environment needed to achieve the PBID's other goals.

Economic Vitality

The Economic Vitality activities consist of services directly benefitting the assessed parcels. For example, the PBID will market and promote businesses within the PBID area, host special events that draw people to downtown. These activities will specially benefit each assessed parcel by encouraging business development and investment and increased commercial activity (e.g., filling vacant spaces, increased lease rates for commercial spaces). Decisions on where to shop, eat

[9] "Accelerating economic growth and vitality through smarter public safety management" IBM Global Business Services Executive Report, September 2012, pg. 2

[10] "Benefits of Sidewalks", Iowa Healthiest State Initiative, November 1, 2017

or conduct business are largely based on a perception of the place. If these economic vitality activities were not performed, it would be a deterrent to pedestrian traffic, business and commerce for the assessed commercial parcels.

Management
The PBID requires a professional staff to properly manage programs, communicate with stakeholders, advocate with City departments, and provide leadership. Each parcel will specially benefit from the PBID executive staff that will ensure that the PBID activities are provided and deployed to assessed parcels and will provide leadership to represent the community with one clear voice.

Special Benefit Conclusion
Based on the special benefits each assessed parcel receives from the PBID activities, each of the proposed activities provides special benefits to applicable real property within the district and that each parcel's assessment is in direct relationship to and no greater than the special benefits received. All parcels within the PBID will specially benefit from the Security, Maintenance, and Beautiful activities as well as the Economic Vitality programs.

The special benefit to parcels from the proposed PBID activities and improvements described in this report are equal to the total amount of the proposed assessment. Each individual assessed parcel's assessment is in proportion to the special benefit it receives from the PBID activities.

General Benefit Analysis

As required by the State Constitution, Article XIIID Section 4(a), the general benefits of an assessment district must be quantified and separated out so that the cost of the activities that are attributed to general benefit are deducted from the cost assessed against each specially benefitted parcel. General benefits are benefits from the PBID activities and improvements that are not special in nature, are not "particular and distinct" and are not over and above the benefits that other parcels in the district or the general public receives. This analysis will evaluate and determine the level of general benefits that (1) parcels inside of the PBID, (2) parcels outside of the PBID, and (3) the public at large may receive.

General Benefit to Parcels Inside the PBID
The PBID provides funds for activities and services that are designed and created to provide special benefits to each individually assessed parcel within the PBID. The Safety, Maintenance and Beautiful activities are provided to the sidewalks and public rights-of-way in front of each assessed parcel while the Economic Vitality activities are targeted to promote the commercial parcels within the district. "The special benefits conferred on these parcels are distinct and special in nature. Any general benefits the parcels may receive are incidental to providing special benefits to the assessed parcels, and thus any cost associated to the incidental benefits are not reduced from the cost of providing special benefits to the assessed parcels".[11]

General Benefit to Parcels Outside of the PBID
All the PBID activities and services are narrowly designed and are provided solely to each of the individual assessed parcels in the PBID boundary. Each of the PBID activities is provided to the public right-of-ways (streets, sidewalks) adjacent to all specially benefitted parcels or tenants in

[11] Streets and Highways Code Section 36622 (k)(2)

the PBID. None of the surrounding parcels will directly receive any of the PBID activities. "The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel"[12]. Any benefits parcels outside the PBID may receive are incidental to providing special benefits to the assessed parcels, and thus any cost associated to the incidental benefits are not reduced from the cost of providing special benefits to the assessed parcels.

General Benefit to the Public At Large

In addition to general benefit analysis to the parcels outside of the PBID boundary, there may be general benefits to the public at large, i.e., those people that are either in the PBID boundary and not specially benefitted from the activities, or people outside of the PBID boundary that may benefit from the PBID activities. In the case of the PBID, the public at large are those people that are within the PBID boundary that do not pay an assessment and do not specially benefit from the PBID activities.

The PBID activities may generally benefit the general public to some degree, as the general public may appreciate the enhanced level of maintenance and security as it passes through the PBID as well as the economic enhancements. To quantify this, we first determine a "relative benefit" factor for the PBID activities. The relative benefit factor is a unit of measure that compares the special benefit that the assessed parcels receive compared to the general benefit that the general public receives. To determine the general benefit factor, we used previous districts that conducted intercept surveys in San Francisco (Union Square and West Portal) and Los Angeles (Historic Downtown, Leimert Park, Arts District, Downtown Industrial, Fashion District, and Sherman Oaks). In light of that, the above-mentioned existing surveys were used to determine the percentage of people within a district who were generally benefitted and did not engage in business activity. The surveys found that on average 2.5% of the respondents within the district boundary were not receiving any special benefits and were just passing through. Therefore, based on professional experience and the results of previous studies, it is reasonable to conclude that this relative benefit factor properly accounts for the general public in the PBID that is not specially benefitted. The relative benefit factor is then multiplied by the PBID budget to determine the overall general benefit. The following table illustrates this calculation.

	A	B	C
ACTIVITY	**Budget Amount**	**Relative Benefit Factor**	**General Benefit Allocation (A x B)**
PBID Budget	$95,000	2.50%	$2,375

This analysis indicates that $2,375 of the PBID activities may be attributed to general benefit to the public at large and must be raised from sources other than the special assessments.

Total General Benefits

Using the sum of the three measures of general benefit described above, in year one of the renewal term, $2,375 is general in nature and will be funded from sources other than special assessments.

[12] *Streets and Highways Code, Section 36622 (k)(2)*

SECTION F: COST ESTIMATE

2023 PBID Assessment Budget

The PBID's operating budget takes into consideration:

1. The improvements and activities needed to provide special benefits to each individual parcel within the PBID boundary (Section B),
2. The parcels that specially benefit from said improvements and activities (Section C), and
3. The costs associated with the special and general benefits conferred (Section E).

EXPENDITURES	TOTAL BUDGET	% of Budget
Environmental Activities Safety Ambassadors, Maintenance, Beautification	$65,000.00	68.42%
Economic Vitality Marketing, Promotions, Special Events	$15,000.00	15.79%
Management	$15,000.00	15.79%
Total Expenditures	**$95,000.00**	**100.00%**
REVENUES		
Assessment Revenues	$92,625.00	97.50%
Other Revenues (1)	$2,375.00	2.50%
Total Revenues	**$95,000.00**	**100.00%**

(1) Other non-assessment funding to cover the cost associated with general benefit.

Budget Adjustments

The services proposed for year one of the renewal term are the same services that are proposed for subsequent years. Assessments will be subject to an annual increase of up to 5% per year to address changes in the cost of providing services. The determination of annual adjustments in assessment rates will be subject to review and approval by the PBID Owners' Association and City Council and will be subject to the requirements of the PBID Law.

Bond Issuance

No bonds will be issued to finance improvements.

SECTION G: APPORTIONMENT METHOD

As previously discussed, the PBID services and activities will be provided uniformly throughout the district. To apportion the cost of the special benefits received from these services is in direct relationship to each lot square footage, building square footage and linear street frontage. The assessable footages for each land use type is indicated in the table below.

Land Use	Lot + Bldg SF	Linear Frontage
Commercial/Government	759,007	3,451
Residential/Non-Profit	38,658	165
TOTAL:	**797,665**	**3,616**

To assess each parcel for the special benefits it receives from the PBID activities is to calculate each parcel's proportionate share of its lot plus building square footage as well as its linear street frontage in relationship to the entirety of the lot plus building square footage and linear street frontage in the PBID boundary. As discussed above, 50% of the assessable budget it allocated to the sum of the lot plus building square footage, and 50% to the total linear street frontage. To calculate the assessment rate for each assessable square footage, divide the PBID assessment budget of $92,625.00 by 2 and then divide that by either the sum of Lot + Bldg SF or Linear Frontage. Based on this calculation the following are the assessment rates for each land use type for fiscal year 2022/2023.

Land Use	Lot + Bldg Assmt	Linear Assmt
Commercial/Government	$0.0581	$12.8077
Residential/Non-Profit	$0.0290	$6.4038

Sample Parcel Assessments

To calculate the assessment for a commercial parcel with 10,000 square foot lot + building plus 50 linear feet, the calculation is as follows:

Lot + Building: 10,000 x $0.0581 = ... $581.00
Linear Frontage: 50 x $12.8077 = ... $640.39
TOTAL ASSESSMENT: $1,221.39

To calculate the assessment for a non-profit parcel with the same parcel characteristics, the calculation is as follows:

Lot + Building: 10,000 x $0.0290 = ... $290.00
Linear Frontage: 50 x $6.4038 = ... $320.19
TOTAL ASSESSMENT: $610.19

The assessment calculation is the same for every parcel in the Downtown Santa Paula PBID respective of its land use type.

Maximum Annual Assessment Adjustments

Annual assessments may increase no more than 5% per year, consistent with the increase in consumer price index (CPI) and increases in program costs. The determination of annual adjustments in assessment rates will be subject to the review and approval of the Owners' Association of the Downtown Santa Paula PBID.

Budget Adjustment

Any annual budget surplus or deficit will be rolled into the following year's PBID budget. The budget will be set accordingly, within the constraints of the management plan to adjust for surpluses or deficits that are carried forward.

Future Development

Based on new development in the Downtown Santa Paula PBID, the amount of assessable square footage in the Downtown Santa Paula PBID may change over time. These changes could modify the total square footage assessed for affected parcels. Therefore, in future years, the assessments levied against Downtown Santa Paula PBID parcels may change in accordance with the assessment methodology formula and rates in the Management District Plan and Engineer's Report. Changes to the assessment formula would require the approval of an amendment to the Management Plan.

Exhibit C

Boundary Map

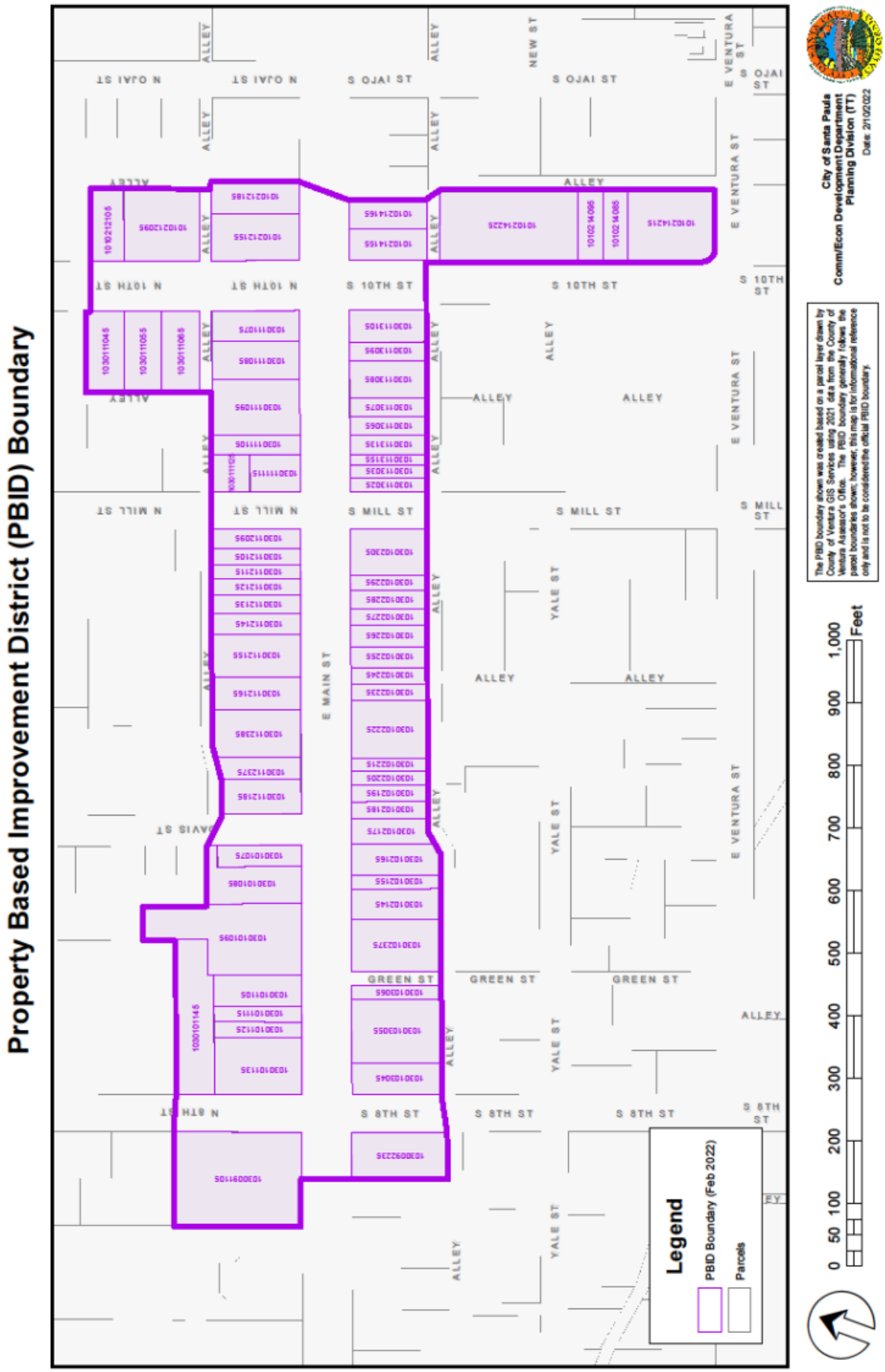
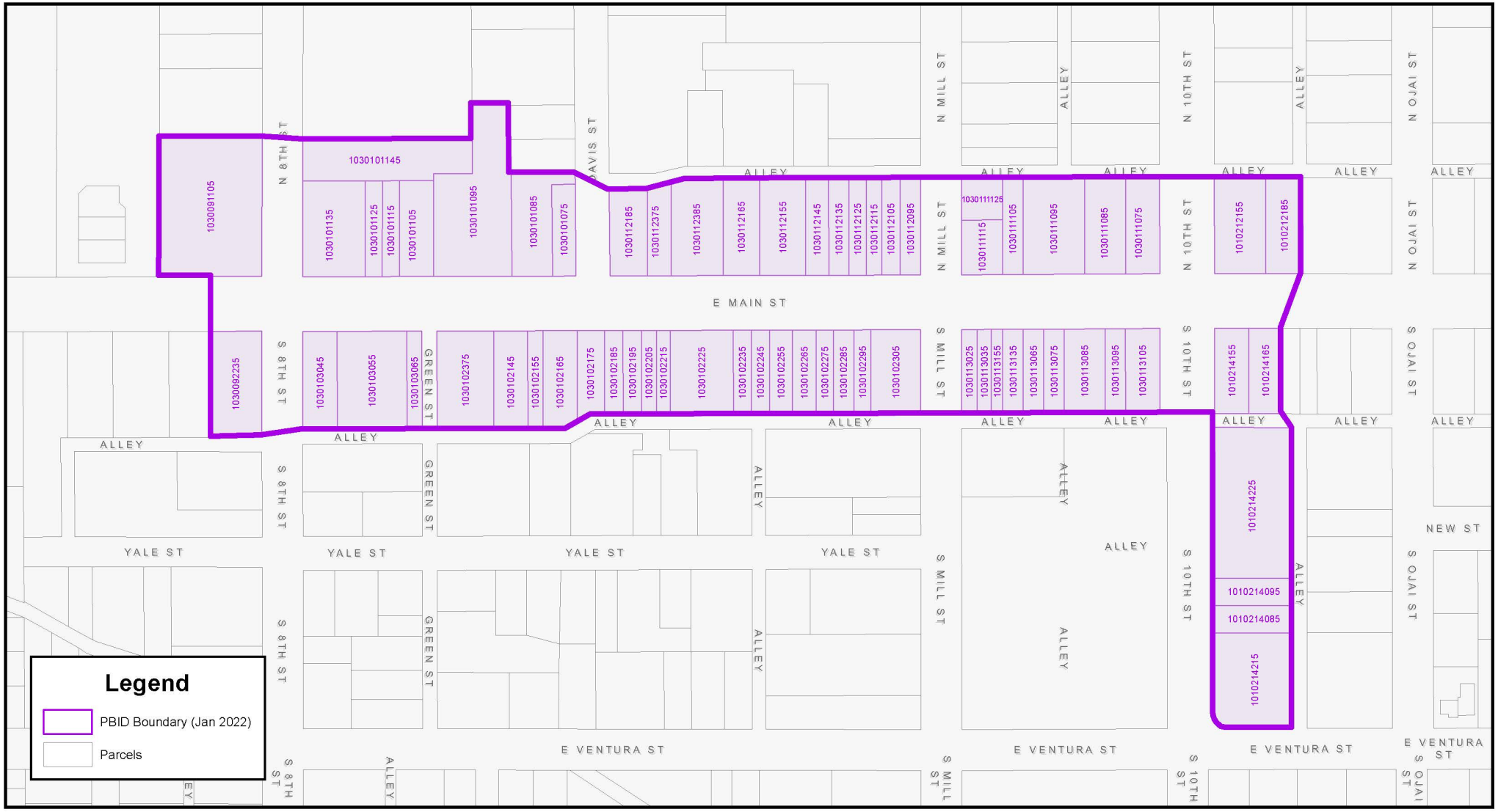

Property Based Improvement District (PBID) Boundary
City of Santa Paula
Comm/Econ Development Department
Planning Division (TT)
Date: 2/10/2022
The PBID boundary shown was created based on a parcel layer drawn by County of Ventura GIS Services using 2021 data from the County of Ventura Assessor's Office. The PBID boundary generally follows the parcel boundaries shown; however, this map is for informational reference only and is not to be considered the official PBID boundary.
Legend
PBID Boundary (Feb 2022)
Parcels
0 50 100 200 300 400 500 600 700 800 900 1,000
Feet
E VENTURA ST
S OJAI ST
N OJAI ST
S 10TH ST
N 10TH ST
S MILL ST
N MILL ST
E MAIN ST
YALE ST
GREEN ST
S 8TH ST
N 8TH ST
ALLEY

Exhibit D

Original Boundary Map

Property Based Improvement District (PBID) Boundary



0 50 100 200 300 400 500 600 700 800 900 1,000 Feet

The PBID boundary shown was created based on a parcel layer drawn by County of Ventura GIS Services using 2021 data from the County of Ventura Assessor's Office. The PBID boundary generally follows the parcel boundaries shown; however, this map is for informational reference only and is not to be considered the official PBID boundary.

City of Santa Paula
Community Development Department
Planning Division
Date: 1/19/2022

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: AGREEMENT WITH SANTA PAULA UNIFIED SCHOOL DISTRICT FOR SUMMER CAMP PROGRAM

Date: April 20, 2022

Agenda Item: 12.C

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve Agreement with Santa Paula Unified School District for Summer Camp Program.
2. Recognize $323,576 in new revenue and $284,576 in new expenditures in the General Fund.
3. Approve a one-time Pay Incentive for each Summer Camp employee in the amount of $750.

Presented by: Greg Barnes, Parks & Recreation Director

BACKGROUND:

The Parks & Recreation Department has historically offered a Summer Camp program to the community for youth ages 5-14; serving as many as 400 youth each summer. In recent years the program has been offered on a much smaller scale due to facility constraints and the pandemic.

Likewise, the Santa Paula Unified School District has also offered a summer school program to the community at various school sites.

ANALYSIS:

Over the past six months the School District and the Parks & Recreation Department have been in discussion on how to best formulate a partnership to share resources and offer a comprehensive summer program to the youth of our community.

Those discussions have culminated in the agreement that is before City Council this evening.

The Summer Program will consist of the School District providing services from 8am-12pm and the Parks & Recreation Department providing services from 12pm-5pm. The program will be offered at two school sites (Barbara Webster and Glenn City Elementary Schools) for eight

weeks for up to 200 youth at each school site.

The program offerings will include STEM, enrichment, and recreational activities along with guest speakers and presentations. There will be field trips the last two weeks of the summer program and swim lessons will also be offered to a number of the participants through a partnership with the YMCA.

In addition, breakfast, lunch and an afternoon snack will be offered daily. Parents can register their children for the summer program through the school district. The program is free to Santa Paula residents.

The Santa Paula Unified School District Board of Trustees approved the agreement at their April 6th board meeting.

STRATEGIC PLAN:

Approval of this item moves us closer to completing City Council's two-year Strategic Plan, Section F, Community Vitality, Objective #13, Work with the school district to create a joint use agreement for school and city facilities.

Although, this is not a Joint Use Agreement for all School District and City facilities, this is an opportunity to demonstrate how the two organizations can work together to share resources and better serve the community. The success of this opportunity will hopefully lead to continued discussions around sharing facilities in the future.

FISCAL IMPACTS:

The School District will be reimbursing the City up to $323,576 for all costs related to the Summer Camp Program. Of this total $39,000 will be for full time staff expenses, which have already been budgeted. The remaining $284,576 is for part-time employees salaries and benefits (including a one-time Summer Incentive Pay of $750) as well as supplies, equipment, and miscellaneous expenses. The following journal entries are needed:

		Debit	**Credit**
PT Salaries	100-5-1531-002	163,402	
PT Retirement	100-5-1531-042	6,318	
PT Workers Comp	100-5-1531-043	16,016	
PT Medicare	100-5-1531-044	2,290	
Miscellaneous Exp	100-5-1531-199	81,550	
Equipment Exp	100-5-1531-610	15,000	
Total New Expenses		**$ 284,576**	
PT Staff Reim	100-4-1500-5063		188,026
Full Time Staff Reim	100-4-1500-5063		39,000
Supp & Serv Reimb	100-4-1500-5063		96,550
Total Reimbursement			**$ 323,576**

OPTIONS:

In addition to the recommended action, Council has the following options:

1. Do not approve the agreement with the Santa Paula Unified School District.

If the agreement is not approved, the Parks & Recreation Department will not be offering any Summer Camp Program to the community.

ATTACHMENTS:

SPUSD SUMMER CAMP AGREEMENT 2022.pdf

AGREEMENT FOR SUMMER CAMP PROGRAM SERVICES BETWEEN

THE CITY OF SANTA PAULA AND

THE SANTA PAULA UNIFIED SCHOOL DISTRICT

This AGREEMENT is entered into this 1st day of April, 2022, by and between the CITY OF SANTA PAULA, a municipal corporation and general law city ("CITY") and the SANTA PAULA UNIFIED SCHOOL DISTRICT, a public school district organized pursuant to provisions of the California Education Code ("DISTRICT").

l. RECITALS. This Agreement is entered into with reference to the following facts and objectives:

A. The CITY and DISTRICT believe it is a benefit to the community to share resources and facilities in order to better serve the youth and offer a comprehensive summer enrichment and recreation program.

B. The CITY and DISTRICT (collectively, the "Parties") agree to collaborate by offering Enrichment, STEM and Recreation programs and activities for elementary school participants during the traditional summer school / camp months of June, July and August. The primary locations for these programs and activities will be Barbara Webster Elementary School and Glenn City Elementary School.

C. The Parties believe it is in the public interest to enter into this Agreement.

2. CITY'S RESPONSIBILITIES.

A. The CITY will have the primary responsibility for coordinating recreation and enrichment programming and activities from 12pm-5pm during the Santa Paula Unified School District Summer School Program and from 8am-5pm for the two-week period immediately following the end of the Summer School Program. The programs will take place on DISTRICT property at Barbara Webster Elementary School and Glenn City Elementary School. Programs and activities will consist of various crafts, guest speakers, enrichment and STEM activities, outdoor recreation and sports and field trips.

B. CITY will ensure that during program hours they are staffed appropriately at no less than a 1:20 ratio (1 staff; 20 students).

C. The CITY will provide a staff orientation and training for all staff, including DISTRICT staff that will be working during weeks 7-8. The orientation and

training will take place the week prior to the beginning of summer programs.

D. The CITY will be responsible for ordering all supplies and equipment needed for the afternoon program and will coordinate all field trips.

E. CITY will ensure program oversight at the two school sites by staffing one (1) Recreation Leader III and two (2) Recreation Leader II. In addition, CITY will provide a Recreation Coordinator to provide program planning and oversite.

F. CITY will invoice the DISTRICT by the 15th day of each month for the staff services for the previous month.

G. The CITY will make the staff available during normal summer program hours. See EXHIBIT A for summer schedule of program dates and times.

3. DISTRICT'S RESPONSIBILITIES.

A. Any DISTRICT staff that will be working during the hours during which recreation and enrichment programs and activities must attend the CITY orientation and training the week prior to the Summer Program.

B. The DISTRICT will provide access to Barbara Webster Elementary School and Glenn City Elementary Schools, and any facilities necessary to provide summer programming for up to 400 students (200 at each designated school site).

C. The DISTRICT will be responsible for providing all snacks and lunch to students during the eight (8) week program.

D. DISTRICT will reimburse the CITY for the Salary and Benefits of all summer Recreation Leaders (up to twenty-six seasonal Recreation Leaders, two Recreation Leaders II, one Recreation Leader III and one Recreation Coordinator (only for Coordinator's time spent planning and overseeing summer camp programs). The District is responsible for the fully burdened hourly rate for each employee. Estimated staff costs for the summer program is $227,026.00.

E. DISTRICT will reimburse the CITY for "Summer Camp Incentive Pay" that will be available for all Summer Camp Staff that complete the summer program. The incentive pay will be a one-time payment to each employee in the amount of $750.

F. The DISTRICT is responsible for all costs associated with summer camp programming, including supplies, equipment, transportation, field trips, and presentations. Estimated costs for all associated costs is $96,550. See EXHIBIT A.

G. Any extra duties the DISTRICT requests of CITY staff will be at a rate of $130 for full-time staff and $45 per hour for part-time staff.

H. The CITY will invoice the DISTRICT in July, August and September 2022. The District will pay the invoice within thirty days (30) of the receipt.

I. In the event of any question or dispute on the amount, DISTRICT will notify the CITY .within fifteen days of receipt of invoice, and CITY will respond within fifteen days of the receipt of the inquiry to the DISTRICT contact as in 14, below.

3. PUBLIC RECORDS ACT. The Parties acknowledge that they are public entities subject to the Public Records Act (Government Code §§ 6250-6276.48) and that this Agreement, and documents ancillary to this Agreement, must generally be disclosed upon request. However, the Parties agree that student records are specifically excluded from disclosure under Government Code §§ 6254(c), 6254(k), 6276.40 and 6276.42. Accordingly, the Parties agree that such records will not be released except as otherwise provided by law.

4. TERM. The initial term of this Agreement will be from June 1, 2022, to August 30, 2022, unless terminated earlier pursuant to Section 5 of this Agreement.

5. TERMINATION. Except as otherwise provided, the Parties may terminate this Agreement at any time with or without cause. DISTRICT will pay CITY on a pro-rated basis for all services rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this Agreement that were not previously reimbursed up to the date of termination. CITY will provide all necessary documentation of services rendered to the District including but not limited to: time sheets for City full time and part time staff, logs or service records for educational or tobacco enforcement activities, and any documents needed as verification of service.

6. OWNERSHIP OF DOCUMENTS. All documents, data, studies, and reports prepared by DISTRICT relating to this Agreement are DISTRICT'S property. DISTRICT will provide copies of said documents and materials to the CITY as requested, but will retain all original materials.

7. INDEMNIFICATION.

A. DISTRICT shall be responsible for all damages to persons or property that occur as a result of DISTRICT or its officers, agents, employees, independent contractors, and volunteers' fault or negligence in connection with DISTRICT'S participation in the Summer Program. Further, DISTRICT shall indemnify and save harmless the CITY, its officers, agents, employees, independent contractors, and volunteers from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property arising from or related to the fault or negligence of DISTRICT, its officers, agents, employees, independent contractors, and volunteers in connection with the Summer Program.

CITY shall indemnify and save harmless DISTRICT, its officers, agents, employees, independent contractors, and volunteers from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property arising from or related to the fault or negligence of the CITY, its officers, agents, employees, independent contractors, and volunteers in connection with the Summer Program.

B. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

8. INSURANCE.

Each Party may utilize a program of self-insurance to meet the insurance requirements of this Agreement.

9. ASSIGNABILITY. DISTRICT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

10. AUDIT OF RECORDS. Both the CITY and DISTRICT will maintain full and accurate records with respect to all services and matters covered under this Agreement. Both will have access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. Both the CITY and DISTRICT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

11. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to DISTRICT:	If to CITY:
Superintendent	City Manager
Santa Paula Unified School District	City of Santa Paula

201 South Steckel Drive
Santa Paula, CA 93060

P.O. Box 569
Santa Paula, CA 93061-0569

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

12. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Ventura County.

13. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties.

There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

14. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

15. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

19. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

20. ACCEPTANCE OF FACSIMILE SIGNATURES. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

21. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed WILL irrespective of the date of its execution of delivery be deemed an original, and all such counterparts together constitute one and the same instrument.

22. CITY COUNCIL APPROVAL. This Agreement is subject to and conditioned upon approval and ratification by the Santa Paula City Council. This Agreement is not binding upon the City until executed by the appropriate City official(s) acting in their authorized capacity.

23. SCHOOL DISTRICT GOVERNING BOARD APPROVAL. This Agreement is subject to and conditioned upon approval and ratification by the Governing Board of Trustees of the Santa Paula Unified School District. This Agreement is not binding upon the DISTRICT until executed by the appropriate DISTRICT official, acting in the authorized capacity.

24. TIME IS OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

25. STATEMENT OF EXPERIENCE. By executing this Agreement, DISTRICT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. DISTRICT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that DISTRICT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

26. IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF SANTA PAULA

_____

Jenny Crosswhite
MAYOR

SANTA PAULA UNIFIED SCHOOL DISTRICT

_____

SUPERINTENDENT

ATTEST:

_____

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____

John C. Cotti, City Attorney

EXHIBIT A
Days & Hours of Operation

1. Summer School / Summer Camp Dates of Operation:
    - Session 1: June 13, 2022 – July 1, 2022
        - 8am-12pm Summer School; 12pm-5pm Summer Camp
        - June 13, 2022, 8am-5pm Summer Camp
    - Session 2: July 5, 2022 – July 22, 2022
        - 8am-12pm Summer School; 12pm-5pm Summer Camp
        - July 5th, 2022, 8am-5pm Summer Camp
    - Session 3: July 25, 2022 – August 5, 2022
        - 8am-5pm Summer Camp

2. Holidays
    - June 20, 2022, Juneteenth NO SUMMER SCHOOL / SUMMER CAMP
    - July 4th, 2022, 4th of July NO SUMMER SCHOOL / SUMMER CAMP

EXHIBIT B

Summer Camp Budget

June - August 2022

Personnel			
Seasonal Recreation Leader I	Week 1-8	26 Staff @ 30 hours per week (plus training hours and fringe benefits)	$ 145,080.00
		310 hours each	
Recreation Leader II (Site Lead)	Week 1-8	2 staff @ 30 hours per week (plus training hours and fringe benefits)	$ 12,306.00
		310 hours each	
Recreation Leader III (Summer Program / Camp Coordinator)	Week 1-8	1 staff @ 30 hours per week (plus planning, training and fringe benefits)	$ 8,890.00
		400 hours	
Summer Incentive Pay		$750 per staff x 29	$ 21,750.00
Parks & Recreation Full-Time Staff Hours		Approximately 300 hours planning, training, and administering summer program	$ 39,000.00
		Staffing Total	**$ 227,026.00**
Field Trips / Educational Special Guests			
Transportation to Field Trips		Santa Barbara Zoo & Lake Casitas for 400 kids	$ 23,000.00
Field Trips Admission Fees		Lake Casitas	$ 7,500.00
		Santa Barbara Zoo	$ 7,500.00
		Santa Paula Pool	$ -
Educational Special Guests		Mad Science Show	$ 3,500.00
		Reptacular Animal Show	$ 1,750.00
		FFA Petting Zoo	$ -
		Field Trip Total	**$ 43,250.00**
Supplies			
Camper Shirts		400 students	$ 4,000.00
Staff Shirts		29 staff	$ 2,800.00
Equipment (one time purchase with District approval)			$ 15,000.00
Supplies & Equipment		$65 per child x 400 kids =	$ 26,000.00
Special Snacks (Chips, Otter pops, Ice cream and etc)			$ 2,000.00
End of Summer Fiesta (Jolly jumpers, food, games and activities)			$ 3,500.00
		Supplies Total	**$ 53,300.00**

Overall Summer Camp Total	**$ 323,576.00**

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: John Cotti, City Attorney

Subject: CITY COUNCIL COMPENSATION

Date: April 20, 2022

Agenda Item: 12.D

RECOMMENDATION:

Staff recommends that the City Council review California law and procedure for increasing City Council compensation and provide direction.

Presented by: John Cotti, City Attorney

BACKGROUND:

In 1966, the City Council established its monthly compensation at $150. In 1982, the Council increased its monthly salary to $300.

Santa Paula Municipal Code section 30.04 was adopted pursuant to the Government Code and addresses City Council compensation.

The purpose of this staff report is to outline the law affecting City Council compensation and outline the methods for increasing compensation.

ANALYSIS:

1. **Base Salary Amount Set by Population**

For general law cities like Santa Paula, the Government Code establishes a base for city council salaries determined by a city's population. (Gov. Code, § 36516.) As Santa Paula's population is under 35,000, the City Council is authorized to receive $300 per month.

2. **Methods to Increase Salary**

There are two ways for a City Council to increase the base compensation: by ballot measure or by ordinance.

To increase compensation by ballot measure, the Council may submit its proposal for a salary increase to the voters for majority approval.

Government Code Section 36516(b) states:

"At any municipal election, the question of whether city council members shall receive compensation for services, and the amount of compensation, may be submitted to the electors. If a majority of the electors voting at the election favor it, all of the council members shall receive the compensation specified in the election call. Compensation of council members may be increased beyond the amount provided in this section or decreased below the amount in the same manner."

Therefore, the City Council may increase its compensation by placing the proposed increase on the ballot. If the proposal receives a majority of the votes, the increase will pass.

By submitting a potential salary increase to the voters, the residents can ultimately decide whether an increase is appropriate. However, it can be costly to put the measure on the ballot and to arrange for the election. Salary increases by ballot measures are not very common and are most often seen in mid-sized to larger charter cities and/or when the proposed increase is higher than what is allowed under the Government Code, as discussed in more detail below.

For example, in 2016, a ballot measure in the City of Riverside sought to increase the city council members' salaries to 80% of the mayor's salary. One of the council members proposed this measure because he felt that council members put in just as much work as the mayor and should be compensated accordingly. The ballot question read,

"Shall Section 403 of the City Charter be amended to increase the City Council member salary to be eighty percent (80 %) of the Mayor's salary?"

This measure was soundly defeated by the voters.

The City of Santa Clara also had a ballot measure in 2016 proposing to increase city council salaries. The following question appeared on the ballot:

"SETTING OF SALARIES FOR MAYOR AND CITY COUNCIL. Shall section 702 of the Santa Clara City Charter be amended to set the salaries of the Mayor at $2500 per month and City Council at $2000 per month, and to create a Salary Setting Commission to review and adjust those salaries every two years?"

The voters passed this measure.

In 2018, a measure increasing city council compensation in San Diego was placed on the ballot. The measure proposed to tie city council salaries to state Superior Court judges' salaries. The effect was that city council salaries would double, however; honoraria, car allowances, and free use of city-owned-and-controlled sports and entertainment venue tickets would be eliminated. The measure also proposed to expand restrictions on lobbying, and regulate incumbent officers' use of taxpayer-funded, mass form constituent mailings. The ballot question read,

"Shall the Charter be amended to: (1) restrict benefits for elected City officers; (2) restrict lobbying and campaign activities of elected City officers; and (3) remove the requirement that Councilmembers set their salaries and those of the Mayor and City Attorney, providing instead that their salaries be set as percentages of the salary set by the State of California for Superior Court judges?"

This measure passed by a large margin. However, there were criticisms. A former city council

member said that voters were misled because the measure's ballot language was not overt about the large pay raises. He also took issue with the measure's title: "Charter amendments regarding ethics and compensation for elected officials."

Other ballot measures have succeeded in Tustin (2020), Berkeley (2020), Santa Ana, (2016). In Fillmore in 2014, a measure succeeded that rescinded a voter-approved measure that set salaries at $75 and authorized the Council to set salaries as provided in State law.

In order to initiate a ballot measure, the City Attorney would draft language for Council approval, which would need to be provided to the County Elections Office prior to July 7, 2022. It is estimated that such a measure would cost the City between $10,000-$15,000.

To increase compensation by ordinance, the City Council can designate a salary amount in an Ordinance; however, the amount is limited by statute.

Government Code Section 36516(c) states:

"Compensation of council members may be increased beyond the amount provided in this section by an ordinance or by an amendment to an ordinance but the amount of the increase may not exceed an amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted. No salary ordinance shall be enacted or amended which provides for automatic future increases in salary." (Emphasis added.)

The increase may not be compounded – it is one calculation based on the total number of years, not five percent (5%) applied to the first year and then another five percent (5%) applied to that number. Thus, since the City Council's salary is $300 per month and there has been no increase in 40 years, an ordinance could be adopted setting the salary at up to $900 per month.

Starting Council Salary:	$300	
5% increase:	.05 x $300	= $15 Annual Increase
Increase over 40 years:	40 x $15.00	= $600.00 Maximum Increase
Starting plus Increase:	$300 + $600	= $900.00 Maximum Salary

The Government Code is not completely clear about what constitutes a calendar year. There are a number of possible interpretations but perhaps the most appropriate reading is to calculate increases from the effective date of the last increase to the effective date of the next increase.

Increasing salary by ordinance does not involve the cost of putting a measure on the ballot and having an election. While it would remove direct voter approval for the salary increase, the item would be agendized and residents would be able to voice concerns or support at public meetings and by submitting comments for City Council consideration.

3. **Benefits and other Compensation**

Benefits do not count toward calculating salary and include “retirement, health and welfare, and federal social security benefits” as well as reimbursements for “actual and necessary expenses pursuant to Section 36514.5.” (Gov. Code, § 36516(d) and (e).)

City council members generally may not receive additional compensation in excess of these limits for service on other city related boards and committees unless another statute authorizes it. And in that case, the limit is $150 per month for each. (Gov. Code, § 35616(c).)

4. **Effective Date for Salary Increases**

The change in salary does not take place immediately; however, the change in compensation would not take effect until the commencement of new terms of office for Councilmembers, which will take place in 2022.

This requirement is found in Government Code Section 36516.5, which provides:

“A change in compensation does not apply to a councilman during his term of office; however, the prohibition herein expressed shall not prevent the adjustment of the compensation of all members of a council serving staggered terms whenever one or more members of such council becomes eligible for a salary increase by virtue of his beginning a new term of office.”

5. **City Council Compensation in Other Local Jurisdictions**

The following table shows current city council salaries in other jurisdictions in Ventura County.

City	**Current Council Salary per Month**
Ventura	$600 councilmembers/up to $700 mayor
Oxnard	$785.08
Camarillo	$1,482.57
Thousand Oaks	$1,750.00
Simi Valley	$1,202.76
Ojai	$760.00
Moorpark	$600.00

6. Pros and Cons of Increasing City Council Compensation

There are several pros and cons of increasing City Council compensation.

Pros

- Increasing compensation may attract a larger pool of candidates, including those who would not have otherwise served due to lack of means.
- The City should pay elected officials a fair salary for their work.
    - Serving on the city council often goes well beyond part-time work.
    - There has not been a salary increase in 40 years.
- Salaries would be more consistent with other comparable cities in the county.

Cons

- Would require an additional expenditure from the City's General Fund.
- General Fund money considered for salary increases could be used on other City services.

Council compensation was discussed at a regularly scheduled meeting of the City Council on February 16, 2002. Notably, the Council was mixed on which, if any, approach to take with respect to raising Council compensation, with two members favoring the Ordinance approach, two members preferring the ballot-measure approach, and one member preferring to leave compensation as is. As no majority was reached, Council requested the matter return for further consideration.

STRATEGIC PLAN:

None.

FISCAL IMPACTS:

A change in compensation levels has not been budgeted. If salaries were raised to the maximum amount allowed by ordinance, general fund expenditures would increase by $38,540 annually ($36,000 in salary and $2,540 in benefits). Any such action would need to be accompanied by a budget adjustment, effective with the 2022-23 fiscal year.

OPTIONS:

The City Council can:

1. Request that staff work on a ballot measure to increase City Council compensation.
2. Request that the attached sample ordinance be finalized and brought back for first reading.
3. Decline to move forward with this item.

ATTACHMENTS:

Ordinance re City Council Compensation Increase-c1.DOCX

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA INCREASING COMPENSATION FOR MEMBERS OF THE CITY COUNCIL

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

SECTION 1. The City Council finds as follows:

A. The City of Santa Paula, California (the "City") is a general law city organized and existing under the Constitution and laws of the State of California.

B. California Government Code section 36516 provides a method by which salaries for members of the City Council are established and increased.

C. California Government Code Section 36516(a) authorizes the City Council to enact an ordinance providing that each member of the City Council shall receive a salary based on the population of the City.

D. California Government Code Section 36516(a)(4) further authorizes the salary of members of the City Council to be increased beyond the amount based on the population of the City, so long as such increase does not exceed an amount equal to five percent (5%) for each calendar year from the operative date of the last adjustment of salary.

E. Section 30.04 of the City of Santa Paula Municipal Code authorizes the City Council to provide by ordinance that each member of the City Council receive a prescribed salary, the amount of which is based upon the population of the City, and can be increased according to California law.

F. The salary of the City Council, adopted in 1982, is currently set at Three Hundred Dollars ($300.00) per month, per member of the City Council.

G. The City Council has not elected to increase or adjust the salary for the City Council in forty years since it was last set in 1982.

H. In order to encourage qualified persons to become members of the City Council and to ensure that members of the City Council are compensated fairly and comparably to city council members of other cities, it is in the best interests of the City to increase the salary of the members of the City Council.

I. All other legal prerequisites to the adoption of this Ordinance have occurred.

SECTION 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. City Council Compensation. Section 31.07 of the Santa Paula Municipal Code is hereby amended in its entirety to read as follows:

> "Section 31.07 Compensation.
>
> A. Pursuant to Section 36516 of the California Government Code, compensation shall be paid in the amount of *****dollar amount*** Dollars ($***.00)** per month, per member of the City Council of the City of Santa Paula.
>
> B. The compensation prescribed herein is and shall be exclusive of any amounts payable to each member of the City Council as reimbursement for actual and necessary expenses incurred in the performance of official duties for the City of Santa Paula pursuant to the provisions of California Government Code Section 36514.5, as amended from time to time. Such reimbursement shall be as established in accordance with reimbursement policy adopted by the City Council."

SECTION 3. *Effective Date*. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 4. *California Environmental Quality Act.* The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(c)(3) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment), 15060(c)(3) and 15378 (the activity is not a project under CEQA) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 5. *Severability.* If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 9. *Certification and Publication.* The City Clerk of the City of Santa Paula shall certify to the adoption of this Ordinance and cause publication to occur in a newspaper of general circulation and published and circulated in the City in a manner permitted under California Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Santa Paula, California on the __ day of _____, 2022.

_____
JENNY CROSSWHITE, MAYOR

ATTEST:

_____
JULIE LATSHAW, CITY CLERK

APPROVED AS TO FORM:

_____
JOHN C. COTTI, CITY ATTORNEY

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: John Cotti, City Attorney

Subject: HARVEST AT LIMONEIRA PROJECT AD HOC COMMITTEE

Date: April 20, 2022

Agenda Item: 12.E

RECOMMENDATION:

That the City Council:

1. Appoint two members of the City Council to participate in the Ad Hoc Committee for the Harvest at Limoneira Project.

Presented by: John Cotti, City Attorney

BACKGROUND:

On February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement for developing the area now referred to as the Harvest at Limoneira Project (the "Development Agreement"). Limoneira Lewis Community Builders, LLC ("Limoneira Lewis") is now the successor in interest to the rights and obligations of the Development Agreement.

As approved, the Development Agreement authorizes Limoneira Lewis to construct up to 1,500 total residential units, along with office, retail, and light industrial uses, educational and civic facilities, and open space preserves, parks and greenways. In exchange, the Development Agreement requires Limoneira Lewis to provide a number of public benefits, including the provision of public infrastructure, provide the equivalent costs for construction costs of a Joint Civic Facility and Public Safety Facility, and provide a program for public benefit housing, among many others.

ANALYSIS:

In October, 2021, the City received a request from Limoneira Lewis to increase the total number of authorized residential units to 1,950, an increase in 450 residential units. Among other entitlements and environmental review, the request would require an amendment to the Development Agreement.

Pursuant to Government Code section 65864, a development agreement may be approved by the City and the applicant to provide assurances to both regarding public improvements and costs associated with the development. Section 9.2 of the operative Development Agreement

authorizes amendments as necessary to address changing conditions and circumstances, including the record-low housing inventory in California.

Development agreements are often negotiated with two Councilmembers, City staff and the applicants with City staff and Council setting the parameters regarding the negotiations and terms of the development agreement. In order to move forward with the amended Development Agreement negotiations, City staff is requesting that the City Council identify two members to serve on an ad hoc committee to negotiate the terms of an amended Development Agreement for the Harvest at Limoneira Project. The final terms of an amended Development Agreement would require review and approval of the full Council.

STRATEGIC PLAN:

None.

FISCAL IMPACTS:

There are no direct fiscal impacts associated with this action.

OPTIONS:

In addition to the recommended action, the Council can decline to create an ad hoc committee and direct City staff to negotiate the terms of the amended Development Agreement with Limoneira Lewis.

ATTACHMENTS:

Santa Paula City Council Tentative Agenda Schedule

DEPARTMENT	MEETING DATE	Wednesday, May 4, 2022
Admin	5/4/2022	City Manager Department Report
CDD		Homeless Update Presentation
Finance		City Audit Presentation
P&R		Eucalyptus Tree Contract Award
PW		VC Benefit Assessment
Finance		Contract Award for User and DIF Study
PW		SWFA with Athens Services
P&R		Parks & Recreation Commission – Ordinance Change
Finance		3rd Quarter Fiscal Report
Admin		City Districting Next Step
Finance		Measure T Surplus Funding Recommendations
		Wednesday, May 18, 2022
Admin	5/18/2022	City Manager Department Report
P&R		Parks & Recreation Commission – Ordinance Change
CM		Community Choice Aggregation Discussion
Fire		Ventura County Fire Department Report
CDD		Housing Element
CDD		Cannabis Process
PW		Mesa Tank Replacement Plan
PW		VRSD WRF Amendments
		STUDY SESSION TOPICS
Admin		No Smoking Ordinance
CDD		Cultural Arts Council
Admin		Homelessness Discussion
P&R		Oil Museum Options
		FUTURE AGENDA ITEMS
Admin		SoCal Edison discussion on rates
CDD		Franchise esVolta – Public Hearing
CDD		Housing Element Adoption
CDD		Inclusionary Housing DIF
P&R		Teague Park Restroom Construction Contract
Admin		ARPA 2nd Tranche Allocation
Clerk		Election Consolidation

Updated 4/13/2022