City of Santa Paula

City Council

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

CITY COUNCIL REGULAR MEETING OF THE
SANTA PAULA CITY COUNCIL

WEDNESDAY, APRIL 2, 2025

6:30 PM - City Council Regular Meeting

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

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

CITY COUNCIL REGULAR MEETING

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

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

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

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

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

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

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

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

REGULAR MATTERS - COUNCIL CHAMBERS

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

2. **INVOCATION**

3. **FLAG SALUTE**

4. **ROLL CALL**

5. **CLOSED SESSION REPORT**

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

7. **PRESENTATIONS**

   7.A **SANTA PAULA CREEK FEMA FLOOD MAP REVISIONS**
   RECOMMENDATION:

   Staff recommends that the City Council:

1. Receive and file as an informational update.

7.B HOUSING TRUST FUND OF VENTURA COUNTY PRESENTATION

8. CITY COUNCIL REPORTS

9. CITY MANAGER REPORTS

10. CONSENT CALENDAR

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

10.A **APPROVAL OF MINUTES**

- **City Council Special Meeting March 5, 2025**
- **City Council Regular Meeting March 5, 2025**
- **City Council Special Meeting March 17, 2025**
- **City Council Regular Meeting March 19, 2025**

RECOMMENDATION:

Staff recommends Council approve minutes.

10.B **SECOND READING AND ADOPTION OF ORDINANCE NO. 1343 AMENDING CHAPTERS 160 (DEVELOPMENT IMPACT FEES), 16.01 (ENACTMENT AND APPLICABILITY), 16.03 (ADMINISTRATION AND ENFORCEMENT), AND 16.05 (DEFINITIONS) OF THE SANTA PAULA MUNICIPAL CODE IN ORDER TO REFLECT RECENT CHANGES IN STATE LAW, IDENTIFY AND CORRECT INCONSISTENCIES, OUTDATED LANGUAGE AND FORMATTING, AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

RECOMMENDATION:

Staff recommends that the City Council conduct the second reading of and adopt Ordinance No. 1343, entitled "An Ordinance amending Chapters 160 (Development Impact Fees), 16.01 (Enactment and Applicability), 16.03 (Administration and Enforcement), and 16.05 (Definitions) of the Santa Paula Municipal Code in order to reflect recent changes in State Law, identify and correct inconsistencies, outdated language and formatting, and finding the Ordinance exempt from the California Environmental Quality Act."

10.C **WATER RECYCLING FACILITY ON-CALL EMERGENCY SLUDGE HAULING AGREEMENT**

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a 3-year contract with Patriot Environmental Services for on-call emergency sludge hauling services at

the City's Water Recycling Facility for an amount not to exceed $250,000.

11. ACTION ITEMS

11.A UTILITY RATE ASSISTANCE PROGRAM (URAP) REPORT

RECOMMENDATION:

Staff recommends the City Council:

1. Receive a presentation and report on a proposed Utility Rate Assistance Program (URAP) for low-income wastewater and water customers and provide feedback to staff.

11.B REQUEST FOR LETTER OF SUPPORT FOR THE HARMONY PROJECT

RECOMMENDATION:

It is recommended that the City Council:

1. Review and discuss the Harmony Project and its alignment with the City Council's Legislative Platform; and
2. Consider approving the issuance of a letter of support from the Mayor, using the revised draft letter attached as Exhibit B; or
3. Provide direction to staff on any modifications to the proposed letter or any further action desired by the Council.

Presented by: Jonathan Royas, Deputy City Manager

11.C CITY COUNCIL TWO-YEAR STRATEGIC PLANNING WORKSHOP #3

12. ITEMS FOR FUTURE AGENDAS

12.A FUTURE AGENDA ITEMS

RECOMMENDATION:

Staff recommends City Council review future agenda items.

13. ADJOURNMENT

State of California)-

County of Ventura)- ss

City of Santa Paula)-

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

On_____at_____Signed:_____

Julie Latshaw

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dale Goodman, Public Works Director

Subject: SANTA PAULA CREEK FEMA FLOOD MAP REVISIONS

Date: April 2, 2025

Agenda Item: 7.A

RECOMMENDATION:

Staff recommends that the City Council:

1. Receive and file as an informational update.

BACKGROUND:

Pursuant to the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973, the Federal Emergency Management Agency (FEMA) has identified special flood hazard areas within the boundaries of the City of Santa Paula. Such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare. The Legislature of the State of California has, in Government Code Sections 65302, 65560, and 65800, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Among these regulations are the requirements for the local community officials to maintain and update FEMA flood maps which document areas of flood hazard throughout their jurisdiction.

From time to time, or as a result of development projects the City's flood risk maps, also known as Flood Insurance Rate Maps (FIRMs), are updated. The current flood map revision reflects the results of remapping areas within and adjacent to Santa Paula Creek associated with the revised hydrologic analysis of the upper Santa Paula Creek watershed, with associated updated flow data in the Creek. While the updated analysis was a requirement of the East Area 1 (EA1) project, the updated mapping associated with the analysis affects significant areas of the City west of Santa Paula Creek. The current affected map designations commence near the north end of the City adjacent to the Oaks neighborhood approximately 2 miles north of the confluence with the Santa Clara River. These zones are former areas of flood hazard reflecting flood depths of up to 4' due to overflow from Santa Paula Creek. Subsequent improvements by the US Army Corps of Engineers addressed the overflow from the Creek, and the flood designations were changed to the now familiar A99 zone. This zone extends south and west from Santa Paula Creek as far as Steckel Drive, encompassing approximately 1800 properties. Further studies by the County of Ventura, in conjunction with

FEMA, of the Santa Paula Creek upper tributaries updated the hydrology of the watershed, which in turn increased the 100-year design flow in the Creek beyond the design capacity of the flood control works. This in turn led to the de-certification of the levees confining the Creek flows, which resulted in FEMA guidance to the City's floodplain administrators to regulate the A99 zones according to the former "A" special flood hazard areas with associated depths of flow. This change created significant confusion for property owners and development applicants and complicated required floodplain enforcement by City staff. The recent mapping and associated Letter of Map Revision (LOMR) have provided relief for many property owners, and clarification of actual flood hazards for many other properties.

ANALYSIS:

The current Letter of Map Revision (LOMR) for Santa Paula Creek addresses multiple City flood risk maps, aka FIRM, panels and affects over 1900 property owners (Exhibit A). Within the affected properties, approximately 786 parcels change from A99 to AE zone, reflecting a better definition of flood hazards. Approximately 1079 parcels change from A99 zone to a zone X, reflecting a removal from an area of special flood hazard. A small number of parcels (approximately 44) will see changes from areas of minimal flood hazard to special flood hazard (AE) zones. Exhibit B details these changes.

The current LOMR is under a 90-day comment period, and the changes will become effective May 15, 2025.

STRATEGIC PLAN:

While floodplain mapping and related revisions are not specifically addressed in the Strategic Plan, improved mapping provides clarification of actual flood hazards within the City, informing the development and redevelopment process for properties and associated property owners and developers alike.

FISCAL IMPACTS:

There will be no direct fiscal impact to the City as a result of FEMA's mapping updates. There will, however, be economic benefits for property owners whose property has been removed from areas of special flood hazard.

OPTIONS:

This item is informational in nature, so no alterative options require the consideration of Council.

ATTACHMENTS:

Exhibit A - Letter of Map Revision (LOMR) Case No. 23-09-1150P.pdf
Exhibit B_LOMR Attachments Revised Panels

EXHIBIT A

Letter of Map Revision (LOMR) Case No. 23-09-1150P

Federal Emergency Management Agency

Washington, D.C. 20472

December 13, 2024

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Leslie Cornejo
Mayor, City of Santa Paula
970 East Ventura Street
Santa Paula, CA 93060

IN REPLY REFER TO:
Case No.: 23-09-1150P
Community Name: City of Santa Paula, CA
Community No.: 060420
Effective Date of
This Revision: **May 15, 2025**

Dear Mayor Cornejo:

The Flood Insurance Study (FIS) report and Flood Insurance Rate Map (FIRM) for your community have been revised by this Letter of Map Revision (LOMR). Please use the enclosed annotated map panels revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals issued in your community.

Additional documents are enclosed that provide information regarding this LOMR. Please see the List of Enclosures below to determine which documents are included. Other attachments specific to this request may be included as referenced in the Determination Document. If you have any questions regarding floodplain management regulations for your community or the National Flood Insurance Program (NFIP) in general, please contact the Consultation Coordination Officer for your community. If you have any technical questions regarding this LOMR, please contact the Director, Mitigation Division of the Department of Homeland Security's Federal Emergency Management Agency (FEMA) in Oakland, California, at (510) 627-7211, or the FEMA Mapping and Insurance eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP). Additional information about the NFIP is available on our website at https://www.fema.gov/flood-insurance.

Sincerely,

Patrick "Rick" F. Sacbibit, P.E.
Chief, Engineering Services Branch
Risk Management Directorate | Resilience

List of Enclosures:

Letter of Map Revision Determination Document
Annotated Flood Insurance Rate Map
Annotated Flood Insurance Study Report

cc: The Honorable Kelly Long
Chair, Ventura County Board of Supervisors

Dale Goodman
Public Works Director
City of Santa Paula

Jeff Pratt
Public Works Agency Director
Ventura County

Massoud Rezakhani, CFM
President
MRC LLC

Ibrahim Osman, P.E.
MRC LLC

EXHIBIT B

Letter of Map Revision (LOMR) Attachments

Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION
DETERMINATION DOCUMENT

COMMUNITY AND REVISION INFORMATION		PROJECT DESCRIPTION	BASIS OF REQUEST
COMMUNITY	City of Santa Paula Ventura County California	CHANNELIZATION CULVERT	1D/2D HYDRAULIC ANALYSIS HYDROLOGIC ANALYSIS BASE MAP CHANGES UPDATED TOPOGRAPHIC DATA
	COMMUNITY NO.: 060420		
IDENTIFIER	Santa Paula Creek	APPROXIMATE LATITUDE AND LONGITUDE: 34.362, -119.047 SOURCE: Other DATUM: NAD 83	

ANNOTATED MAPPING ENCLOSURES	ANNOTATED STUDY ENCLOSURES
TYPE: FIRM* NO.: 06111C0777F DATE: April 11, 2024 TYPE: FIRM* NO.: 06111C0779F DATE: April 11, 2024 TYPE: FIRM* NO.: 06111C0781F DATE: April 11, 2024	DATE OF EFFECTIVE FLOOD INSURANCE STUDY: April 11, 2024 PROFILES: 292P, 292P(a), and 292P(b) SUMMARY OF DISCHARGES TABLE: 9

Enclosures reflect changes to flooding sources affected by this revision.
* FIRM - Flood Insurance Rate Map

FLOODING SOURCES AND REVISED REACH

Santa Paula Creek - From the confluence with Santa Clara River to approximately 7,590 feet upstream of SR 126

SUMMARY OF REVISIONS

Flooding Source	Effective Flooding	Revised Flooding	Increases	Decreases
Santa Paula Creek	Zone A 99	Zone AE	YES	NONE
	Zone A99	Zone X (shaded)	YES	NONE
	Zone AE	Zone AE	YES	YES
	Zone X (shaded)	Zone AE	YES	YES
	Zone A	Zone AE	YES	YES
	No BFEs*	BFEs	YES	NONE

* BFEs - Base Flood Elevations

DETERMINATION

This document provides the determination from the Department of Homeland Security's Federal Emergency Management Agency (FEMA) regarding a request for a Letter of Map Revision (LOMR) for the area described above. Using the information submitted, we have determined that a revision to the flood hazards depicted in the Flood Insurance Study (FIS) report and/or National Flood Insurance Program (NFIP) map is warranted. This document revises the effective NFIP map, as indicated in the attached documentation. Please use the enclosed annotated map panels revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals in your community.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at https://www.fema.gov/flood-insurance.

Patrick "Rick" F. Sacbibit, P.E.
Chief, Engineering Services Branch
Risk Management Directorate | Resilience

Federal Emergency Management Agency
Washington, D.C. 20472

LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)

OTHER COMMUNITIES AFFECTED BY THIS REVISION

CID Number: 060413 **Name:** Ventura County, California

AFFECTED MAP PANELS	AFFECTED PORTIONS OF THE FLOOD INSURANCE STUDY REPORT
TYPE: FIRM* NO.: 06111C0618F DATE: April 11, 2024 TYPE: FIRM* NO.: 06111C0781F DATE: April 11, 2024	DATE OF EFFECTIVE FLOOD INSURANCE STUDY: April 11, 2024 PROFILES: 292P, 292P(a), and 292P(b) SUMMARY OF DISCHARGES TABLE: 9

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at https://www.fema.gov/flood-insurance.

Patrick "Rick" F. Sacbibit, P.E.
Chief, Engineering Services Branch
Risk Management Directorate | Resilience

Federal Emergency Management Agency
Washington, D.C. 20472

LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)

COMMUNITY INFORMATION

APPLICABLE NFIP REGULATIONS/COMMUNITY OBLIGATION

We have made this determination pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, P.L. 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Pursuant to Section 1361 of the National Flood Insurance Act of 1968, as amended, communities participating in the NFIP are required to adopt and enforce floodplain management regulations that meet or exceed NFIP criteria. These criteria, including adoption of the FIS report and FIRM, and the modifications made by this LOMR, are the minimum requirements for continued NFIP participation and do not supersede more stringent State/Commonwealth or local requirements to which the regulations apply.

NFIP regulations Subparagraph 60.3(b)(7) requires communities to ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained. This provision is incorporated into your community's existing floodplain management ordinances; therefore, responsibility for maintenance of the altered or relocated watercourse, including any related appurtenances such as bridges, culverts, and other drainage structures, rests with your community. We may request that your community submit a description and schedule of maintenance activities necessary to ensure this requirement.

COMMUNITY REMINDERS

We based this determination on the 1-percent-annual-chance flood discharges computed in the submitted hydrologic model. Future development of projects upstream could cause increased flood discharges, which could cause increased flood hazards. A comprehensive restudy of your community's flood hazards would consider the cumulative effects of development on flood discharges subsequent to the publication of the FIS report for your community and could, therefore, establish greater flood hazards in this area.

Your community must regulate all proposed floodplain development and ensure that permits required by Federal and/or State/Commonwealth law have been obtained. State/Commonwealth or community officials, based on knowledge of local conditions and in the interest of safety, may set higher standards for construction or may limit development in floodplain areas. If your State/Commonwealth or community has adopted more restrictive or comprehensive floodplain management criteria, those criteria take precedence over the minimum NFIP requirements.

We will not print and distribute this LOMR to primary users, such as local insurance agents or mortgage lenders; instead, the community will serve as a repository for the new data. We encourage you to disseminate the information in this LOMR by preparing a news release for publication in your community's newspaper that describes the revision and explains how your community will provide the data and help interpret the NFIP maps. In that way, interested persons, such as property owners, insurance agents, and mortgage lenders, can benefit from the information.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at https://www.fema.gov/flood-insurance.

Patrick "Rick" F. Sacbibit, P.E.
Chief, Engineering Services Branch
Risk Management Directorate | Resilience

Federal Emergency Management Agency
Washington, D.C. 20472

LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)

COMMUNITY INFORMATION (CONTINUED)

We have designated a Consultation Coordination Officer (CCO) to assist your community. The CCO will be the primary liaison between your community and FEMA. For information regarding your CCO, please contact:

Kathryn Lipiecki
Director, Mitigation Division
Federal Emergency Management Agency, Region IX
1111 Broadway, Suite 1200
Oakland, CA 94607-4052
(510) 627-7211

STATUS OF THE COMMUNITY NFIP MAPS

We will not physically revise and republish the FIRM and FIS report for your community to reflect the modifications made by this LOMR at this time. When changes to the previously cited FIRM panels and FIS report warrant physical revision and republication in the future, we will incorporate the modifications made by this LOMR at that time.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at https://www.fema.gov/flood-insurance.

Patrick "Rick" F. Sacbibit, P.E.
Chief, Engineering Services Branch
Risk Management Directorate | Resilience

Federal Emergency Management Agency
Washington, D.C. 20472

LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)

PUBLIC NOTIFICATION OF REVISION

A notice of changes will be published in the *Federal Register*. This information also will be published in your local newspaper on or about the dates listed below, and through FEMA's Flood Hazard Mapping website at https://www.floodmaps.fema.gov/fhm/bfe_status/bfe_main.asp.

LOCAL NEWSPAPER

Name: *Santa Paula Times*
Dates: January 8, 2025 and January 15, 2025

Within 90 days of the second publication in the local newspaper, any interested party may request that we reconsider this determination. Any request for reconsideration must be based on scientific or technical data. Therefore, this letter will be effective only after the 90-day appeal period has elapsed and we have resolved any appeals that we receive during this appeal period. Until this LOMR is effective, the revised flood hazard determination presented in this LOMR may be changed.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at https://www.fema.gov/flood-insurance.

Patrick "Rick" F. Sacbibit, P.E.
Chief, Engineering Services Branch
Risk Management Directorate | Resilience

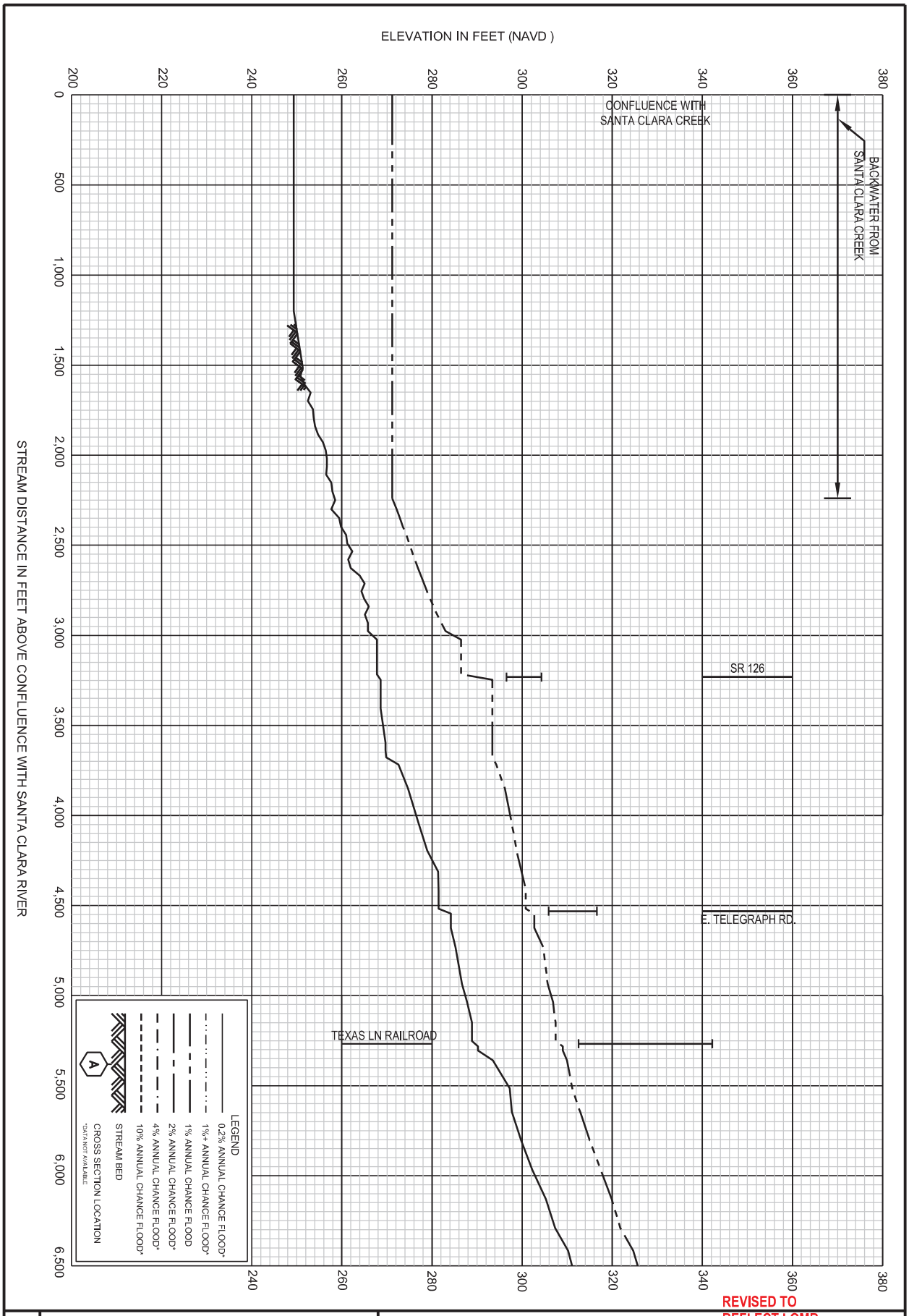
REVISED TO
REFLECT LOMR
EFFECTIVE: May 15, 2025

Table 9: Summary of Discharges *(continued)*

Flooding Source	Location	Drainage Area (Square Miles)	Peak Discharge (cfs)				
			10% Annual Chance	4% Annual Chance	2% Annual Chance	1% Annual Chance	0.2% Annual Chance
Santa Clara River	At Piru Creek	672	16,322	*	47,712	69,230	145,530
Santa Clara River	At Ventura/Los Angeles County Boundary	655	15,986	*	46,733	67,809	142,543
Santa Clara River Breakout	At mouth at Pacific Ocean	*	*	*	28,000	73,000	182,000
~~Santa Paula Creek~~	~~At confluence with Santa Clara River[1]~~	~~45.8~~	~~9,168~~	~~13,031~~	~~14,868~~	~~16,026~~	~~15,447~~
~~Santa Paula Creek~~	~~Approximately 100 feet downstream of East Main Street[1]~~	~~*~~	~~10,305~~	~~19,049~~	~~27,975~~	~~35,991~~	~~30,604~~
Santa Paula Creek	Approximately 480 feet upstream of Union Pacific Railroad[1]	*	10,251	19,050	27,982	39,360	73,807
Santa Paula Creek	Downstream of confluence with Mud Creek (north of the City of Santa Paula)	42	7,300	*	19,000	28,000	51,000
Santa Paula Creek	At stream gauging station	40	6,800	*	18,000	26,000	48,000
Sespe Creek	At confluence with Santa Clara River	263	43,953	*	102,604	135,789	228,278
Sespe Creek	At Gage	251	43,700	*	102,000	135,000	227,000
Skyline Drain	At the confluence with Ventura River[4,5]	1.0	400	*	737	936	1,427
Skyline Drain	Approximately 0.4 mile upstream of confluence with Ventura River[4,5]	*	10	*	137	336	827
Skyline Drain	Approximately 130 feet downstream of Willey Street[4,5]	*	10	*	45	202	629

REVISED DATA

17



292P

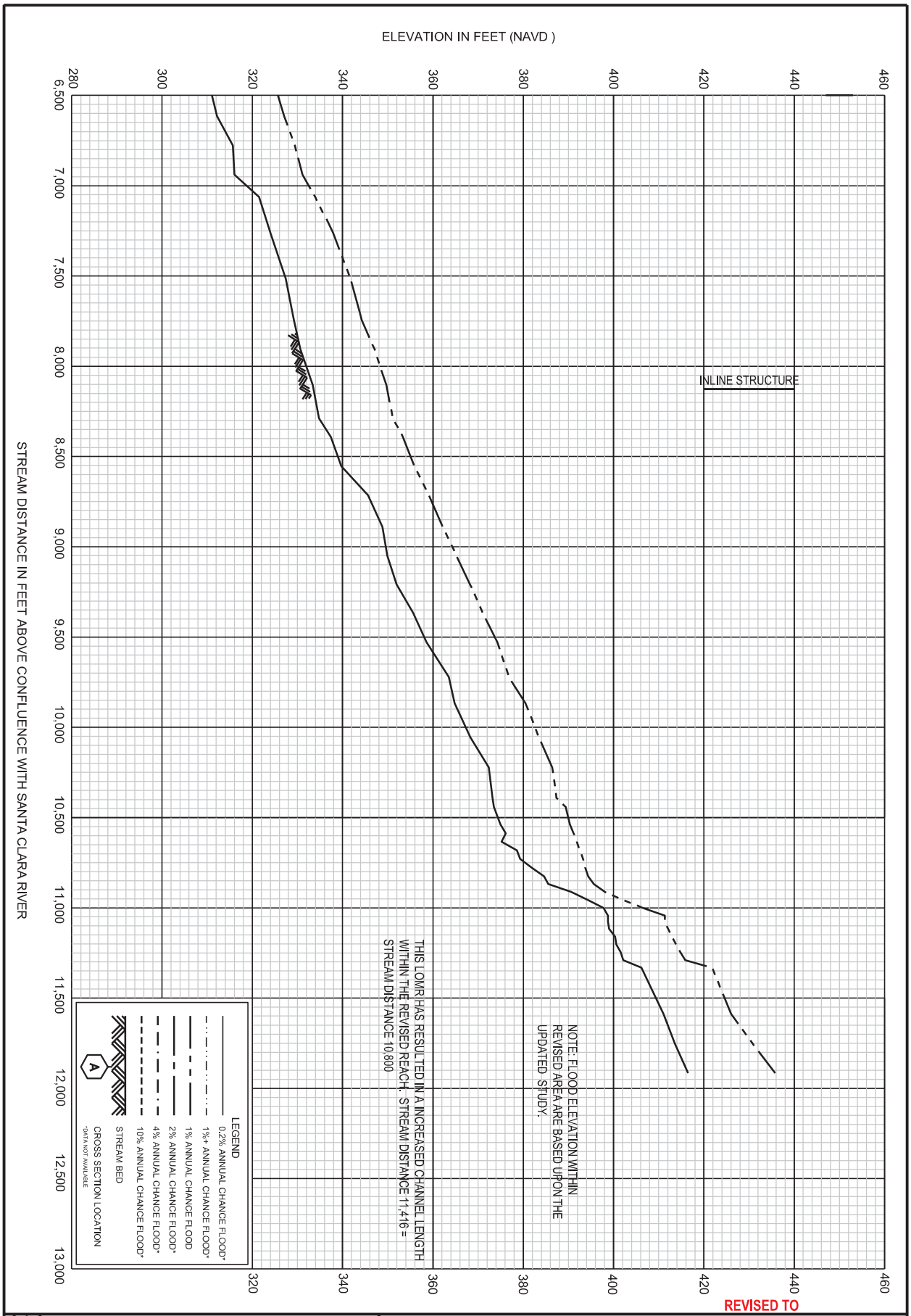
FEDERAL EMERGENCY MANAGEMENT AGENCY

VENTURA COUNTY, CA
AND INCORPORATED AREAS

FLOOD PROFILES

REVISED TO
REFLECT LOMR
EFFECTIVE: May 15, 2025

SANTA PAULA CREEK



292P(a)

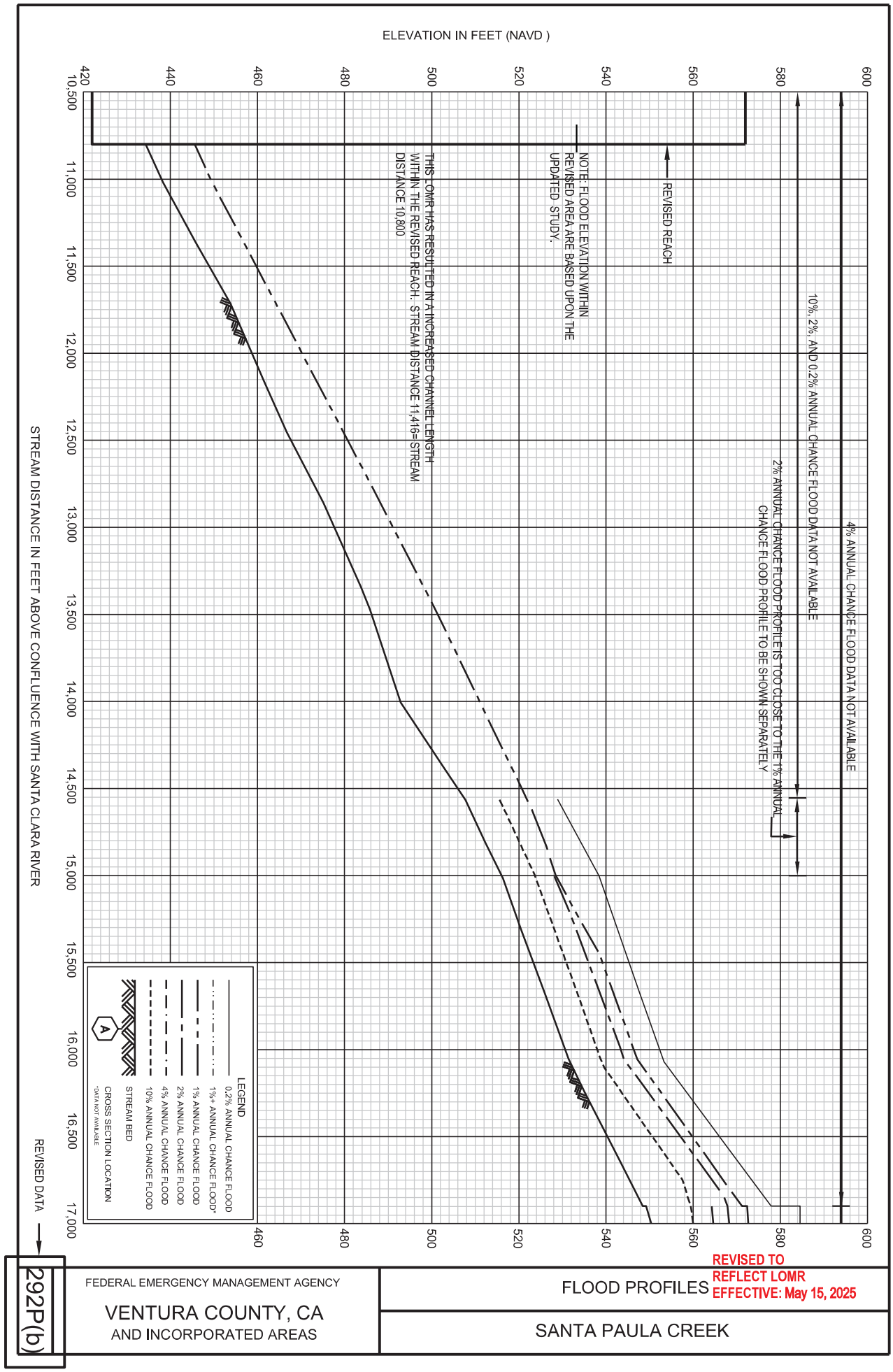
FEDERAL EMERGENCY MANAGEMENT AGENCY

VENTURA COUNTY, CA
AND INCORPORATED AREAS

FLOOD PROFILES

REVISED TO
REFLECT LOMR
EFFECTIVE: May 15, 2025

SANTA PAULA CREEK



292P(b)

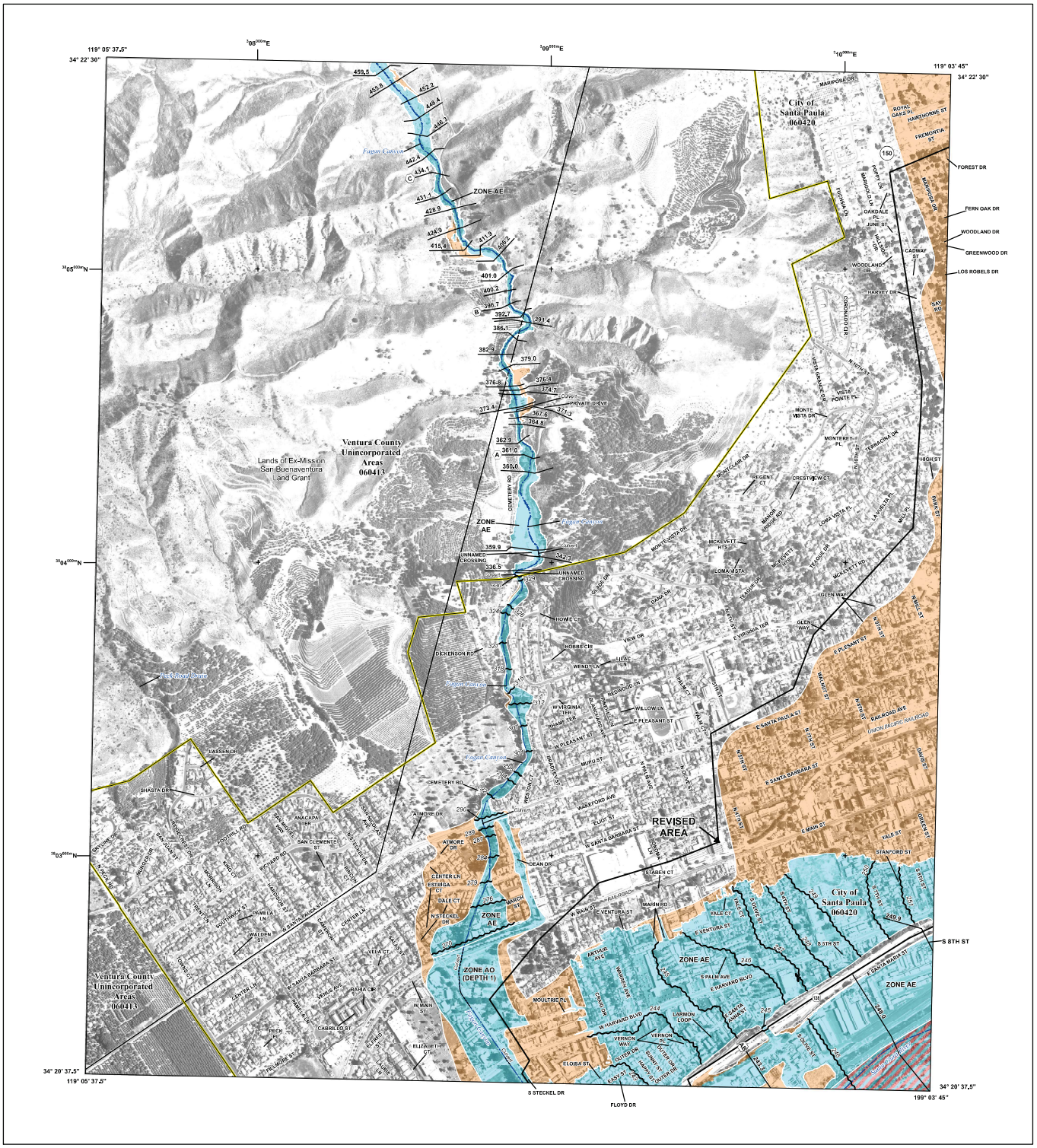
FEDERAL EMERGENCY MANAGEMENT AGENCY

VENTURA COUNTY, CA
AND INCORPORATED AREAS

FLOOD PROFILES

REVISED TO REFLECT LOMR EFFECTIVE: May 15, 2025

SANTA PAULA CREEK



FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT

HTTP://MSC.FEMA.GOV

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) *Zone A,V, A99* With BFE or Depth *Zone AE, AO, AH, VE, AR* Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X* Future Conditions 1% Annual Chance Flood Hazard *Zone X* Area with Reduced Flood Risk due to Levee See Notes. *Zone X* Area with Flood Risk due to Levee *Zone D*
OTHER AREAS	NO SCREEN Area of Minimal Flood Hazard *Zone X* Area of Undetermined Flood Hazard *Zone D*
GENERAL STRUCTURES	Channel, Culvert, or Storm Sewer Levee, Dike, or Floodwall
OTHER FEATURES	Cross Sections with 1% Annual Chance Water Surface Elevation Coastal Transect Coastal Transect Baseline Profile Baseline Hydrographic Feature Base Flood Elevation Line (BFE) Limit of Study Jurisdiction Boundary

NOTES TO USERS

For information and questions about this Flood Insurance Rate Map (FIRM), available products associated with this FIRM, including historic versions, the current map date for each FIRM panel, how to order products, or the National Flood Insurance Program (NFIP) in general, please call the FEMA Mapping and Insurance eXchange at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA Flood Map Service Center website at http://msc.fema.gov. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website.

Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM Index. These may be ordered directly from the Flood Map Service Center at the number listed above.

For community and countywide map dates refer to the Flood Insurance Study Report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

Base map information shown on this FIRM was derived from U.S. Census Bureau TIGER files, dated 2010, and digital data provided by Flood County Geospatial Coordinator, dated 2010.

Local vertical monuments were used to create this map. To obtain current monument information, please contact the [community contact information, phone number] or visit the website at [website address].

SCALE

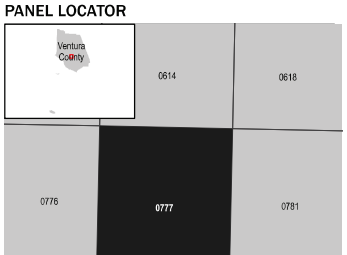
Map Projection:
Universal Transverse Mercator/NAD 1983 UTM Zone 11N
Western Hemispheric Vertical Datum: NAVD 88

1 inch = 500 feet 1:6,000

0 500 1,000 2,000 Feet

0 125 250 500 Meters

PANEL LOCATOR



*PANEL NOT PRINTED

FEMA

National Flood Insurance Program

NATIONAL FLOOD INSURANCE PROGRAM

FLOOD INSURANCE RATE MAP

VENTURA COUNTY, CALIFORNIA

and Incorporated Areas

PANEL 777 OF 1275

Panel Contains:

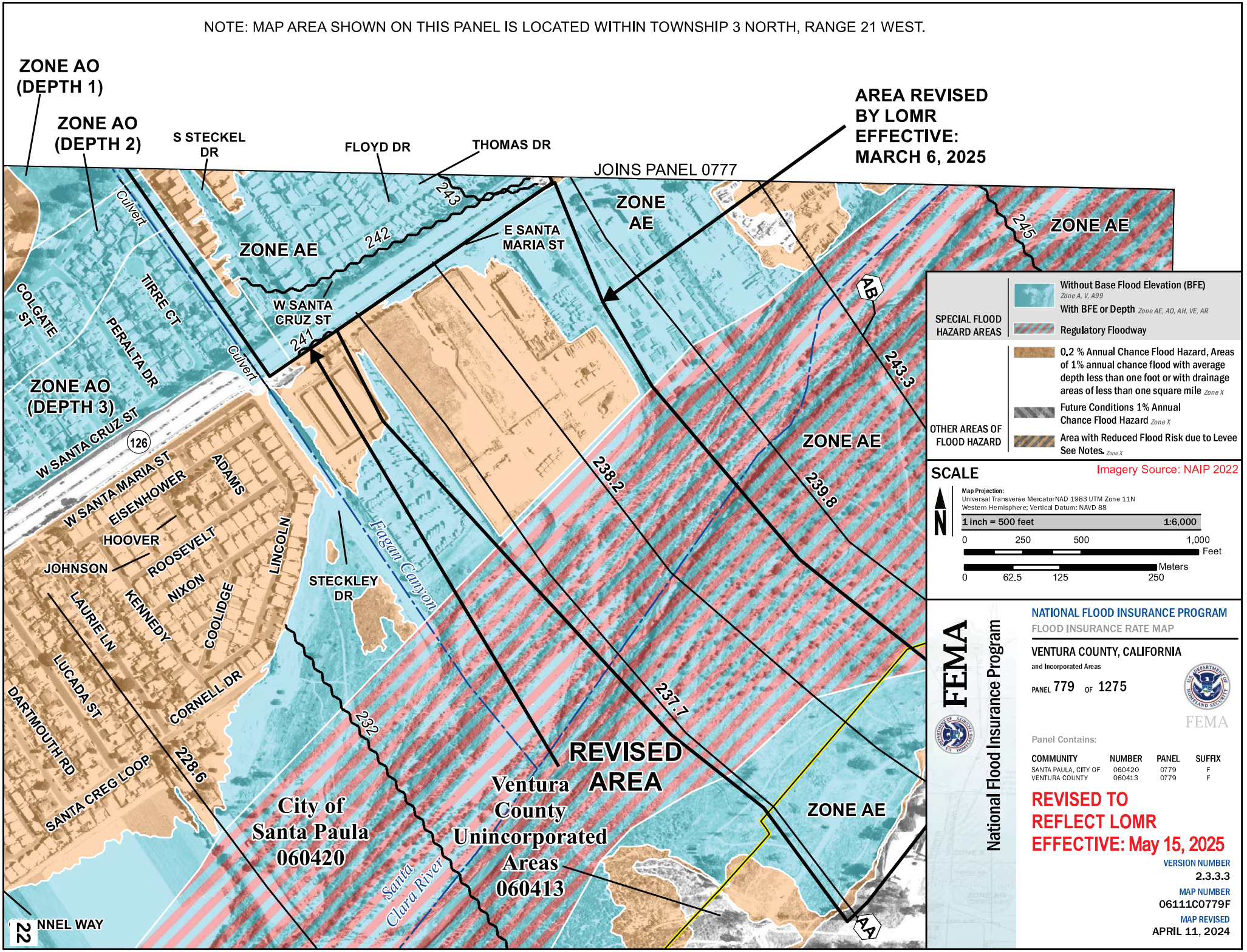
COMMUNITY	NUMBER	PANEL	SUFFIX
SANTA PAULA, CITY OF	060420	0777	F
VENTURA COUNTY	060413	0777	F

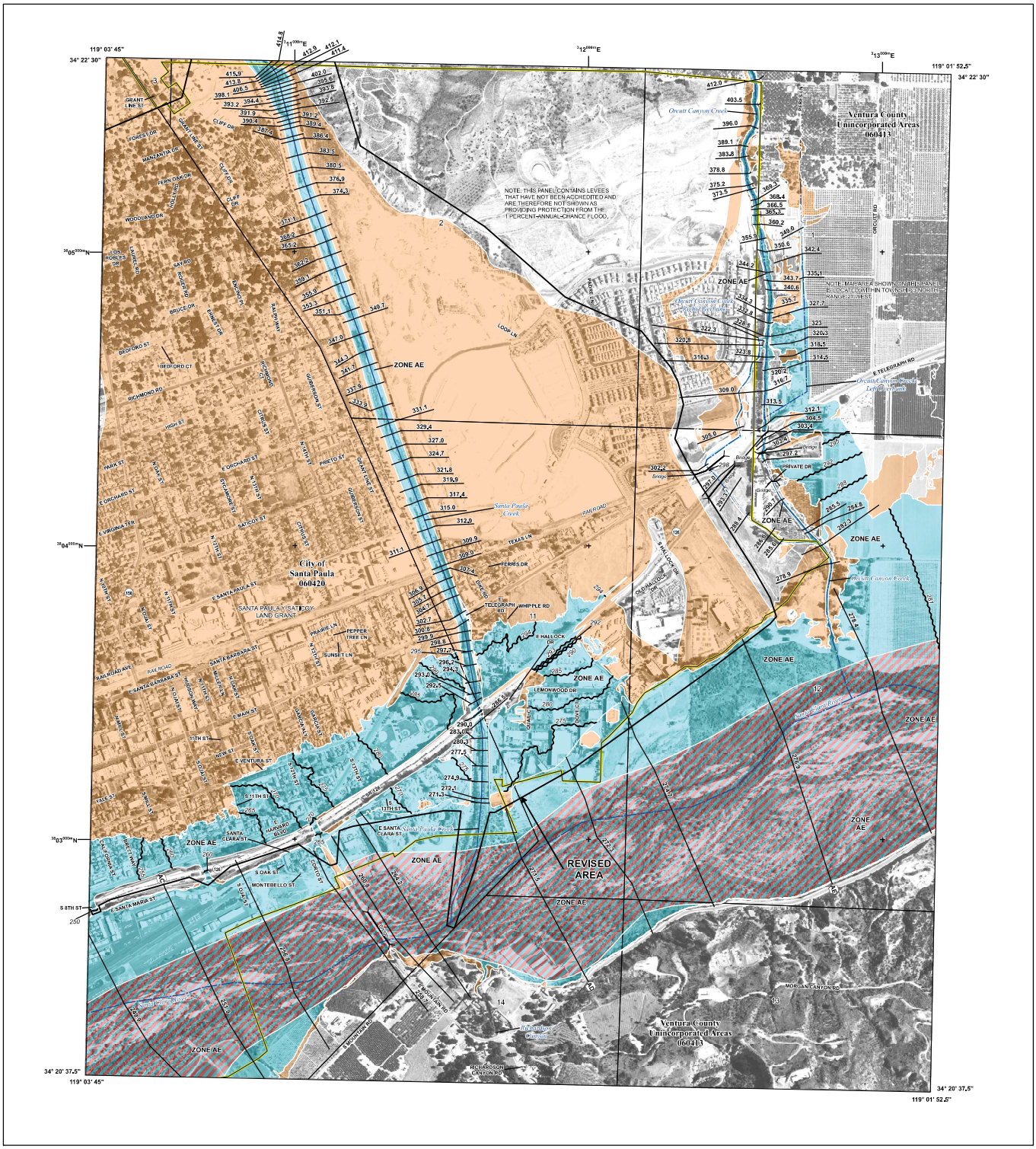
REVISED TO REFLECT LOMR EFFECTIVE: May 15, 2025

VERSION NUMBER
2.3.3.3

MAP NUMBER
06111C0777F

MAP REVISED
APRIL 11, 2024


NOTE: MAP AREA SHOWN ON THIS PANEL IS LOCATED WITHIN TOWNSHIP 3 NORTH, RANGE 21 WEST.
ZONE AO (DEPTH 1)
ZONE AO (DEPTH 2)
ZONE AO (DEPTH 3)
AREA REVISED BY LOMR EFFECTIVE: MARCH 6, 2025
JOINS PANEL 0777
S STECKEL DR
FLOYD DR
THOMAS DR
E SANTA MARIA ST
W SANTA CRUZ ST
COLGATE ST
TIRRE CT
PERALTA DR
Culvert
ZONE AE
W SANTA MARIA ST
EISENHOWER
HOOVER
JOHNSON
ROOSEVELT
NIXON
KENNEDY
COOLIDGE
LINCOLN
ADAMS
LAURIE LN
LUCADA ST
DARTMOUTH RD
SANTA CREG LOOP
CORNELL DR
STECKLEY DR
Fagan Canyon
Santa Clara River
126
241
242
243
245
238.2
239.8
243.3
237.7
232
228.6
AB
AA
REVISED AREA
City of Santa Paula 060420
Ventura County Unincorporated Areas 060413
SPECIAL FLOOD HAZARD AREAS
Without Base Flood Elevation (BFE) Zone A, V, A99
With BFE or Depth Zone AE, AO, AH, VE, AR
Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD
0.2 % Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
Future Conditions 1% Annual Chance Flood Hazard Zone X
Area with Reduced Flood Risk due to Levee See Notes. Zone X
SCALE
Imagery Source: NAIP 2022
Map Projection: Universal Transverse MercatorNAD 1983 UTM Zone 11N
Western Hemisphere; Vertical Datum: NAVD 88
1 inch = 500 feet 1:6,000
0 250 500 1,000 Feet
0 62.5 125 250 Meters
FEMA
National Flood Insurance Program
NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP
VENTURA COUNTY, CALIFORNIA
and Incorporated Areas
PANEL 779 OF 1275
FEMA
Panel Contains:
COMMUNITY NUMBER PANEL SUFFIX
SANTA PAULA, CITY OF 060420 0779 F
VENTURA COUNTY 060413 0779 F
REVISED TO REFLECT LOMR EFFECTIVE: May 15, 2025
VERSION NUMBER 2.3.3.3
MAP NUMBER 06111C0779F
MAP REVISED APRIL 11, 2024



FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT

HTTP://MSC.FEMA.GOV

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) Zone A, V, A99
	With BFE or Depth Zone AE, AO, AH, VE, AR
	Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee See Notes. Zone X
	Area with Flood Risk due to Levee Zone D
OTHER AREAS	NO SCREEN Area of Minimal Flood Hazard Zone X
	Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall
	18.2 / 17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
	Coastal Transect
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature
	513 Base Flood Elevation Line (BFE)
OTHER FEATURES	Limit of Study
	Jurisdiction Boundary

NOTES TO USERS

For information and questions about this Flood Insurance Rate Map (FIRM), available products associated with this FIRM, including historic versions, the current map date for each FIRM panel, how to order products, or the National Flood Insurance Program (NFIP) in general, please call the FEMA Mapping and Insurance eXchange at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA Flood Map Service Center website at http://msc.fema.gov. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website.

Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM Index. These may be ordered directly from the Flood Map Service Center at the number listed above.

For community and countywide map dates refer to the Flood Insurance Study Report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

Base map information shown on this FIRM was derived from U.S. Census Bureau TIGER files, dated 2010, and digital data provided by Flood County Geospatial Coordinator, dated 2010.

REVISED DATA

SCALE

Imagery Source: NAIP 2022

Map Projection: Universal Transverse Mercator/NAD 1983 UTM Zone 11N
Western Hemisphere; Vertical Datum: NAVD 88

1 inch = 500 feet 1:6,000

0 500 1,000 2,000 Feet

0 125 250 500 Meters

PANEL LOCATOR



FEMA

National Flood Insurance Program

NATIONAL FLOOD INSURANCE PROGRAM

FLOOD INSURANCE RATE MAP

VENTURA COUNTY, CALIFORNIA and Incorporated Areas

PANEL 781 OF 1275

FEMA

Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
SANTA PAULA, CITY OF	060420	0781	F
VENTURA COUNTY	060413	0781	F

REVISED TO REFLECT LOMR EFFECTIVE: May 15, 2025

VERSION NUMBER 2.3.3

MAP NUMBER 06111C0781F

EFFECTIVE DATE APRIL 11, 2024

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Julie Latshaw, City Clerk

Subject: APPROVAL OF MINUTES
- City Council Special Meeting March 5, 2025
- City Council Regular Meeting March 5, 2025
- City Council Special Meeting March 17, 2025
- City Council Regular Meeting March 19, 2025

Date: April 2, 2025

Agenda Item: 10.A

RECOMMENDATION:

Staff recommends Council approve minutes.

BACKGROUND:

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

ANALYSIS:

None.

STRATEGIC PLAN:

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

FISCAL IMPACTS:

There are no fiscal impacts for this item.

OPTIONS:

None.

ATTACHMENTS:

2025.03.05 City Council Special Minutes.pdf
2025.03.05 City Council Regular Minutes.pdf
2025.03.17 City Council Special Minutes.pdf
2025.03.19 City Council Regular Minutes.pdf

CITY OF SANTA PAULA
City Council Special Meeting
March 5, 2025, 5:00 PM
MINUTES

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Chavez called the meeting to order at 5:00 p.m.

2) ROLL CALL

Members Present: Pedro A Chavez, Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, and Gabriela Ornelas

3) PUBLIC COMMENT

None.

4) PUBLIC HEARING

None.

5) CLOSED SESSION

5.A) CONFERENCE WITH LEGAL COUNSEL - LIABILITY CLAIM Consideration of a liability claim pursuant to Government Code §§ 54956.9(d)(3) & 54956.95(c)- Claimant: Aldersgate Investment LLC, a Delaware Limited Liability Company; Agency Claimed Against: the City of Santa Paula

5.B) CONFERENCE WITH LEGAL COUNSEL - LIABILITY CLAIM Consideration of a liability claim pursuant to Government Code §§ 54956.9(d)(3) & 54956.95(c)- Claimant: Fit N' Fine Fitness; Agency Claimed Against: the City of Santa Paula

5.C) CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE §54957.6 - City Representatives: Chief Labor Negotiator Irma Rodriguez Moisa, City Manager Dan Singer, Finance Director Christy Ramirez, and Human Resources Manager Lorena Alvarez; Employee Organizations: Community Services Officer Association; Mid-Management Association; Professional & Supervisory

Association; Service Employee International Union, Local 721 (SEIU); Santa Paula Police Officers Association (SPPOA); and Unrepresented Employees: Executive Management; Confidential employees; Part-time employees.

Council recessed to closed session.

6) CLOSED SESSION REPORT

City Attorney Monica Castillo reported there was no reportable action taken.

7) ADJOURNMENT

Mayor Chavez adjourned the meeting at 6:30 p.m.

ATTEST:

_____
Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Regular Meeting
March 5, 2025, 6:30 PM
MINUTES

REGULAR MATTERS - COUNCIL CHAMBERS

1) CALL TO ORDER

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

2) INVOCATION

Chaplain Kay Wilson-Bolton provided the Invocation.

3) FLAG SALUTE

Councilmember Gabriela Ornelas led the flag salute.

4) ROLL CALL

Members Present: Pedro A Chavez, Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, and Gabriela Ornelas

5) CLOSED SESSION REPORT

City Attorney Monica Castillo reported Council met in closed session and there was no reportable action taken on the following items:

CONFERENCE WITH LEGAL COUNSEL - LIABILITY CLAIM Consideration of a liability claim pursuant to Government Code §§ 54956.9(d)(3) & 54956.95(c)- Claimant: Aldersgate Investment LLC, a Delaware Limited Liability Company; Agency Claimed Against: the City of Santa Paula

CONFERENCE WITH LEGAL COUNSEL - LIABILITY CLAIM Consideration of a liability claim pursuant to Government Code §§ 54956.9(d)(3) & 54956.95(c)- Claimant: Fit N' Fine Fitness; Agency Claimed Against: the City of Santa Paula

CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE §54957.6 - City Representatives: Chief Labor Negotiator Irma Rodriguez Moisa, City Manager Dan Singer, Finance Director Christy Ramirez, and Human Resources Manager Lorena Alvarez; Employee Organizations: Community Services Officer Association; Mid-Management

Association; Professional & Supervisory Association; Service Employee International Union, Local 721 (SEIU); Santa Paula Police Officers Association (SPPOA); and Unrepresented Employees: Executive Management; Confidential employees; Part-time employees.

6) PUBLIC COMMENT

Richard Abbott was called to speak announcing he provided staff with information they requested as a follow up from a prior meeting.

7) PRESENTATIONS

7.A) 2025 AMERICORPS WEEK PROCLAMATION

Mayor Chavez presented the 2025 Americorps Week Proclamation to current and former Fellows.

7.B) 2024 EMPLOYEES OF THE YEAR RECOGNITION

2024 Employees of the Year Recognition was presented to the Field Employee of the Year Javier Cancino and Administrative Employee Commander Eric Starna.

7.C) POLICE DEPARTMENT REPORT

Police Chief Don Aguilar presented the Police Department Report.

8) CITY COUNCIL REPORTS

Councilmember Ornelas:
Attended the Parks & Recreation meeting.

Vice Mayor Juarez:
Attended the employee birthday celebration; and the grand opening for the Lokahi Veterinary Lab.

Councilmember Cornejo:
Attended the Ventura Regional Sanitation District meeting; the grand opening for the Lokahi Veterinary Lab; the Ventura Council of Governments meeting; and announced the Ventura Regional Sanitation District is recruiting for a General Manager.

Councilmember Crosswhite:
Announced Southern California Association of Governments has scholarships available; attended Ventura County Regional Energy Alliance meeting; the Clean Power Alliance meeting; and the California Council of Governments meeting on behalf of the Ventura County Transportation Commission.

Mayor Chavez:
Will provide a written report at the end of the month.

9) CITY MANAGER REPORTS

City Manager Dan Singer:
Announced upcoming events.

10) CONSENT CALENDAR

10.A) PLANS AND SPECIFICATIONS AND PROFESSIONAL SERVICES AGREEMENT FOR THE CANYON BOOSTER PUMP STATION

10.B) PLANS AND SPECIFICATIONS AND PROFESSIONAL SERVICES AGREEMENT FOR WELL 12 REHABILITIATION PROJECT

10.C) RESOLUTION NO. 7561 ESTABLISHING THE MEASURE R OVERSIGHT COMMITTEE & ADOPTING OPERATING GUIDELINES

Cytlalli Salgado was called to speak in support of an Oversight Committee.

Ricardo Soto was called to speak in support of Oversight Committee.

Council provided staff with direction for changes on the resolution and guidelines and to return at the next meeting with final language.

Item 10.C was pulled for separate discussion and vote.

Motion: Approve Consent Calendar items 10.A and 10.B.
Moved by Carlos Juarez, seconded by Leslie Cornejo

Vote: Motion carried 5-0
Yes: Pedro A Chavez, Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Gabriela Ornelas

11) PUBLIC HEARING

11.A) INTRODUCTION OF ORDINANCE NO. 1342 AMENDING CHAPTER 16.79 "REGULATION OF CANNABIS ACTIVITIES" OF THE SANTA PAULA MUNICIPAL CODE AND OTHER AFFECTED CODE SECTIONS TO ALIGN WITH SENATE BILL (SB) 1186

Mayor Chavez reopened the public hearing, to reintroduce as amended language from the March 5, 2025 Council meeting.
Tom Tarantino, Planning & Economic Development Manager presented this item.

Mary Bagtuzion was called to speak opposing cannabis activities.

With no further public comments, Mayor Chavez closed the public hear.

Motion: Approve Waiving first reading, read by title only, and introduce Ordinance No. 1342, entitled "An Ordinance amending Chapter 16.79 'Regulation of Cannabis Activities' of the Santa Paula Municipal Code and other affected code sections to align with Senate Bill (SB) 1186, and finding that the Ordinance is not a “Project” or is otherwise exempt from CEQA."
Moved by Pedro A Chavez, seconded by Carlos Juarez

Vote: Motion carried 5-0
Yes: Pedro A Chavez, Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Gabriela Ornelas

12) ACTION ITEMS

12.A) LEGISLATIVE PLATFORM UPDATE

Jonathan Royas, Deputy City Manager presented this item.
Council provided staff with direction on changes and bring back on consent.

13) ITEMS FOR FUTURE AGENDAS

13.A) FUTURE AGENDA ITEMS

City Manager Singer explained there is a full calendar in April and requested moving the Study Session for Council Procedural Guidelines to the first meeting in May. Council was in agreement with this change.

14) ADJOURNMENT

Mayor Chavez adjourned the meeting at 9:36 p.m.

ATTEST:

_____
Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Special Meeting
March 17, 2025, 4:30 PM
MINUTES

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Chavez called the meeting to order at 4:30 p.m.

2) ROLL CALL

Members Present: Pedro A Chavez, Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, and Gabriela Ornelas

Councilmember Ornelas was absent at the time of roll call, arriving at 4:47 p.m.

3) PUBLIC COMMENT

None.

4) CLOSED SESSION

4.A) CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE §54957.6 - City Representatives: Chief Labor Negotiator Irma Rodriguez Moisa, City Manager Dan Singer, Finance Director Christy Ramirez, and Human Resources Manager Lorena Alvarez; Employee Organizations: Community Services Officer Association; Mid-Management Association; Professional & Supervisory Association; Service Employee International Union, Local 721 (SEIU); Santa Paula Police Officers Association (SPPOA); and Unrepresented Employees: Executive Management; Confidential employees; Part-time employees.

Council recessed to closed session at 4:31 p.m.

5) CLOSED SESSION REPORT

City Attorney Monica Castillo reported there was no reportable action taken.

6) ADJOURNMENT

Mayor Chavez adjourned the meeting at 6:10 p.m.

ATTEST:

_____

Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Regular Meeting
March 19, 2025, 6:30 PM
MINUTES

REGULAR MATTERS - COUNCIL CHAMBERS

1) CALL TO ORDER

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

2) INVOCATION

Rev. Maddie Sifantus provided the Invocation.

3) FLAG SALUTE

Councilmember Cornejo led the flag salute.

4) ROLL CALL

Members Present: Pedro A Chavez, Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, and Gabriela Ornelas

Councilmember Crosswhite was absent at time of roll call, arriving at 7:03 p.m.

5) CLOSED SESSION REPORT FOR MARCH 17, 2025 SPECIAL MEETING

City Attorney Monica Castillo reported Council met in closed session on March 17, 2025, reporting there was no reportable action taken on the following:
CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE §54957.6 - City Representatives: Chief Labor Negotiator Irma Rodriguez Moisa, City Manager Dan Singer, Finance Director Christy Ramirez, and Human Resources Manager Lorena Alvarez; Employee Organizations: Community Services Officer Association; Mid-Management Association; Professional & Supervisory Association; Service Employee International Union, Local 721 (SEIU); Santa Paula Police Officers Association (SPPOA); and Unrepresented Employees: Executive Management; Confidential employees; Part-time employees.

6) PUBLIC COMMENT

Rich Abbott was called to speak asking to speak with the Deputy City Manager. Jonathan Royas, Deputy City Manager announced he would be available for discussion after public comments.
Mike Caulfield was called to speak providing a petition signed by the residents for the city to install pickle ball courts and dog park.
John Marquez with the Santa Paula Chamber of Commerce was called to speak announcing upcoming events in the city.
Maria Robles was called to speak thanking the city for supporting Cesar Chavez Day.

7) PRESENTATIONS

7.A) CESAR CHAVEZ DAY PROCLAMATION

Mayor Chavez presented Cesar Chavez Day Proclamation.

7.B) WOMEN'S HISTORY MONTH PROCLAMATION

Mayor Chavez presented Women's History Month Proclamation.
Councilmember Crosswhite arrived at 7:03 p.m.

7.C) ARBOR DAY PROCLAMATION

Mayor Chavez presented the Arbor Day Proclamation.

8) CITY COUNCIL REPORTS

Councilmember Ornelas:
No items to report.

Councilmember Cornejo:
Attended Ventura Regional Sanitation District meeting; the employee appreciation lunch; a zoom interview with the city consultant on strategic planning; the Ventura Council of Governments meeting; League of California Cities dinner; walked in the Saint Patrick's Day parade; and the Labor Negations meeting.

Councilmember Crosswhite:
Attended the Southern California Association of Governments Conference; also attended the previous Southern California Association of Governments meeting; the Clean Power Alliance meeting; several Ventura County Transportation Commission meetings; the Ventura Council of Governments meeting; strategic planning meeting with the city consultant; and Channel Counties Division dinner.

Vice Mayor Juarez:
Attended the Senior Advisory Committee meeting; employee appreciation lunch; strategic planning meeting with the city consultant; the Tri-County Youth of the Year for the Boys and Girls Club; the League of California Cities Division dinner; the Santa Paula Museum Art Show; participated in the Santa Paula Police Officers Association Shamrock Cornhole Tournament; and closed session on labor negotiations.

Mayor Chavez:
Sending condolences to the family of David Perez Jr.; participated in the Santa Paula Police Officers Association Shamrock Cornhole Tournament; attended the Isabella Project mural unveiling; reminder to vote to support local businesses; announced opportunities to serve on the Measure R Oversite Committee or other Committees; opportunities for the public feedback on the upcoming strategic plan workshops during the March 27th Harvard Boulevard Business Roundtable, March 31st at Flight 126 Cafe, April 1st at the Santa Paula Community Center and April 2nd in the City Council Chambers; and provided a reminder to visit the city website for updates on what is going on in the city and signup for the monthly newsletter.

9) CITY MANAGER REPORTS

City Manager Dan Singer:
Announced the upcoming bike planning project meeting; attended the employee appreciation lunch; the League of California Cities dinner; and the Santa Paula Officers Association Shamrock Cornhole Tournament.
Deputy City Manager Jonathan Royas provided an update that there are over 1200 signed up for the city newsletter.

10) CONSENT CALENDAR

10.A) APPROVAL OF MINUTES

City Council Special Meeting February 19, 2025
City Council Regular Meeting February 19, 2025

10.B) FEBRUARY 2025 WARRANTS AND CERTIFICATIONS

10.C) SECOND READING AND ADOPTION OF ORDINANCE NO. 1342 AMENDING CHAPTER 16.79 "REGULATION OF CANNABIS ACTIVITIES" OF THE SANTA PAULA MUNICIPAL CODE AND OTHER AFFECTED CODE SECTIONS TO ALIGN WITH SENATE BILL (SB) 1186

10.D) PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENGINEERING FOR LABOR COMPLIANCE MONITORING AND ENFORCEMENT SERVICES COMMERCIAL FACADE IMPROVEMENT GRANT PROGRAM

10.E) RESOLUTION NO. 7561 ESTABLISHING THE MEASURE R OVERSIGHT COMMITTEE & ADOPTING OPERATING GUIDELINES

Ricardo soto was called to speak in support of the Measure R Oversite Committee, and would like the committee to meet quarterly.
Nidia Bello was called to speak in support of the Measure R Oversite Committee, and would like the committee to meet quarterly.
Amalia Ochoa was called to speak in support of the Measure R Oversite Committee, and would like the committee to meet quarterly.
Graciano Magana was called to speak in support of the Measure R Oversite Committee, and would like the committee to meet quarterly.

City Manager Dan Singer explained the redline copy of the guideline showing the correct amount of the committee shall consist of five members, one member from each district, and if no member is appointed, then the Council may choose a member-at-large. Also noting in Section 5.3., it was incorporated in the guidelines as follows: "when the Chairperson of the Committee deems appropriate in order to fulfill the duties of the Committee."
Amend Section 5.3., "or when the Chairperson of the Committee deems appropriate in order to fulfill the duties of the Committee as needed".

Motion: Approve as amended Resolution No. 7561 to establish the Measure R Oversight Committee and adopt Operating Guidelines; and approve amendments in the redline copy of the guideline showing the correct amount of the committee shall consist of five members, one member from each district, and if no member is appointed, then the Council may choose a member-at-large. Also amend Section 5.3., incorporate in the guidelines as follows: when the Chairperson of the Committee deems appropriate in order to fulfill the duties of the Committee.
Moved by Leslie Cornejo, seconded by Carlos Juarez

Vote: Motion carried 5-0
Yes: Pedro A Chavez, Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Gabriela Ornelas

Item 10.E. was pulled for separate discussion and vote.

Motion: Approve Consent Calendar items 10.A - 10.D with changes on the February 19, 2025, Regular meeting minutes, item 11.A the additional wording "to be in compliance with State law".
Moved by Carlos Juarez, seconded by Leslie Cornejo

Vote: Motion failed -
Yes: None

Members Present: Pedro A Chavez, Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, and Gabriela Ornelas

11) PUBLIC HEARING

11.A) INTRODUCTION OF ORDINANCE NO. 1343 AMENDING CHAPTERS 160 (DEVELOPMENT IMPACT FEES), 16.01 (ENACTMENT AND APPLICABILITY), 16.03 (AMINISTRATION AND ENFORCEMENT), AND 16.05 (DEFINITIONS) OF THE SANTA PAULA MUNICIPAL CODE IN ORDER TO REFLECT RECENT CHANGES IN STATE LAW, IDENTIFY AND CORRECT INCONSISTENCIES, OUTDATED LANGUAGE AND FORMATTING, AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Mayor Chavez opened the public hearing.
City Attorney Monica Castillo provided a presentation on the amendments to the municipal code and the development code update process.
With no public comments, Mayor Chavez closed the public hearing.

Motion: Approve as amended waiving first reading, read by title only, and introduce Ordinance No. 1343, entitled "An Ordinance amending Chapters 160 (Development Impact Fees), 16.01 (Enactment and Applicability), 16.03 (Administration and Enforcement), and 16.05 (Definitions) of the Santa Paula Municipal Code in order to reflect recent changes in State Law, identify and correct inconsistencies, outdated language and formatting, and finding the Ordinance exempt from the California Environmental Quality Act.", with changes provided in the redline amendments.
Moved by Jenny Crosswhite, seconded by Carlos Juarez

Vote: Motion carried 5-0
Yes: Pedro A Chavez, Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Gabriela Ornelas

12) ACTION ITEMS

12.A) 2025 CRUISE NIGHT REQUEST FOR FEE WAIVER

Deputy City Manager Jonathan Royas presented this item.
Executive Director of the Chamber of Commerce, John Marquez provided information on the event.

Motion: Approve Waive and sponsor up to 50% of the entire event costs, not to exceed $22,000, for City services for the 2025 Cruise Night season.
Moved by Gabriela Ornelas, seconded by Jenny Crosswhite

Vote: Motion carried 5-0
Yes: Pedro A Chavez, Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Gabriela Ornelas

12.B) STREET AND INFRASTRUCTURE IMPROVEMENTS AND COSTS

This item was presented by City Engineer Bob Woodward.
Council directed staff to return in April to discuss funding and financing options.

12.C) 2023-2025 CITY COUNCIL STRATEGIC PLAN PROGRESS REPORT

Deputy City Manager Jonathan Royas provided a presentation on the Strategic Plan Progress Report.

13) ITEMS FOR FUTURE AGENDAS

13.A) FUTURE AGENDA ITEMS

None.

14) CLOSED SESSION

14.A) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to government Code § 54956.9(d)(1) - Fred and Elaine Malzacher - Revocable Trust v. The City of Santa Paula; Ventura County Superior Court Case No. 56-2021-00552735-CU-TT-VTA

City Attorney Monica Castillo announced they do not anticipate any reportable action.
Council then recessed to closed session.

15) ADJOURNMENT

Mayor Chavez adjourned the meeting at 11:00 p.m.

ATTEST:

_____
Julie Latshaw, City Clerk

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Monica Castillo, City Attorney

Subject: SECOND READING AND ADOPTION OF ORDINANCE NO. 1343 AMENDING CHAPTERS 160 (DEVELOPMENT IMPACT FEES), 16.01 (ENACTMENT AND APPLICABILITY), 16.03 (ADMINISTRATION AND ENFORCEMENT), AND 16.05 (DEFINITIONS) OF THE SANTA PAULA MUNICIPAL CODE IN ORDER TO REFLECT RECENT CHANGES IN STATE LAW, IDENTIFY AND CORRECT INCONSISTENCIES, OUTDATED LANGUAGE AND FORMATTING, AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Date: April 2, 2025

Agenda Item: 10.B

RECOMMENDATION:

Staff recommends that the City Council conduct the second reading of and adopt Ordinance No. 1343, entitled "An Ordinance amending Chapters 160 (Development Impact Fees), 16.01 (Enactment and Applicability), 16.03 (Administration and Enforcement), and 16.05 (Definitions) of the Santa Paula Municipal Code in order to reflect recent changes in State Law, identify and correct inconsistencies, outdated language and formatting, and finding the Ordinance exempt from the California Environmental Quality Act."

BACKGROUND:

The Municipal Code has not undergone a comprehensive update since November 17, 1997. Since then, amendments have been adopted as needed to respond to changes in state law, sometimes resulting in internal inconsistencies within the Code and operational challenges.

Recognizing the need for a Code overhaul, one of the objectives City Council placed in the City's 2023-2025 Two-Year Strategic Plan (Goal G, Objective 2) is to review the City's Municipal Code to reduce irrelevant code sections and update the Development Code. This goal was also identified as a mid-level priority (2 out of 1-3) in the CityGate Associates report dated June 19, 2024 recommending that the City review development codes and state laws to update policies and procedures for discretionary planning approvals, licenses and permits.

On May 9, 2024, the City Council and Planning Commission held a joint study session for a presentation on the comprehensive Municipal Code update, where they were asked to select one of three ways to approach the Municipal Code update. Option 3 was selected, directing staff and the City Attorney's office to begin with the Development Code (Title XVI) and simultaneously go through the other titles.

On September 30, 2024, the City Council and Planning Commission held a second joint study session. Members were presented with key areas of the Development Code that would need closer review and/or updating to comport with recent and upcoming state legislation. Among the ordinances identified was the City's accessory dwelling unit (ADU) ordinance. Thereafter, on November 20, 2024, the City Council adopted amendments to the City's ADU ordinance, and related code sections, to comport with ADU laws that would go into effect on January 1, 2025 – AB 2533 (2024) and SB 1211 (2024).

Ordinance Process

On February 25, 2025, the Planning Commission approved Resolution No. 3865 recommending the City Council adopt an Ordinance amending Chapters 160 (Development Impact Fees), 16.01 (Enactment and Applicability), 16.03 (Administration and Enforcement), and 16.05 (Definitions) of the Santa Paula Municipal Code in order to reflect recent changes in State Law, identify and correct inconsistencies, outdated language and formatting, and finding the Ordinance exempt from the California Environmental Quality Act.

At the March 19, 2025 City Council meeting the City Council introduced Ordinance No. 1343 with corrections requested by the City Attorney and waived first reading.

Introduced Ordinance No. 1343 is returning to the City Council at this meeting for second reading and adoption.

ANALYSIS:

Amendments to Chapter 160 – Development Impact Fees

Effective January 1, 2025, Senate Bill (SB) 937 amends Government Code section 66007 of the Mitigation Fee Act ("Act") by introducing significant changes to the collection of development fees for certain residential projects.

Before and after SB 937, the Act contained a general rule that local agencies cannot impose fees or charges on residential developments to fund the construction of related public improvements or facilities until the date of final inspection or the date of certificate of occupancy issuance (whichever comes first). SB 937 now restricts the timing and amount of such fees for "designated residential development projects". For these projects, cities cannot do either of the following: (i) charge an amount for such fees and charges in excess of the amount that would have been paid had the fees and charges been paid prior to the issuance of building permits (i.e. building permit issuance freezes the amount of chargeable fees) or (ii) charge interest or other fees on any amount deferred under SB 937.

SB 937 defines "designated residential development projects" as those that meet any of the following criteria:

1. Projects that dedicate 100% of units (exclusive of a manager's unit or units) to lower-income households, as defined in Health and Safety Code section 50079.5;
2. Low barrier navigation centers that meet the requirements specified in Government Code section 65662;
3. Housing projects located in commercial zones that are subject to streamlined, ministerial approval under Assembly Bill 2011 (2022);

4. Mixed-use projects that are subject to streamlined, ministerial approval under Senate Bill 35 (2018);
5. Affordable housing projects that are located on land owned by religious or higher education institutions and that are subject to streamlined, ministerial approval under Senate Bill 4 (2023);
6. Projects entitled to a density bonus under subdivision (b) of Government Code section 65915, a provision of the Density Bonus Law (Gov. Code, § 65915 et seq.); or
7. Housing projects that include 10 or fewer units.

SB 937 includes a few exceptions from its general provisions relating to designated residential development projects, as follows:

1. Cities may still collect utility service fees related to connections at the time that they receive an application for service, provided that those fees do not exceed the costs incurred by the utility provider for the connection activities.
2. Cities may still collect development fees for public improvements or facilities prior to the issuance of the first certificate of occupancy or first temporary certificate of occupancy if construction of a particular project does not begin within 5 years of the issuance of the building permit for the project.
3. Cities may still require payment of development fees for public improvements or facilities prior to the issuance of the first certificate of occupancy or first temporary certificate of occupancy if either of the following apply:
    a. The fees or charges are to reimburse the city for expenditures previously made to the extent those expenditures have not been paid or reimbursed by another party; or
    b. Subject to limited exemptions for units included in a residential development meeting specified affordability levels, the city determines both of the following:
        i. The fees or charges will be collected for one of the following: (i) public improvements or facilities related to providing water, sewer, wastewater, fire, public safety, or emergency services; (ii) roads, sidewalks, or other public improvements or facilities for the transportation of people that serve the development; or (iii) construction and rehabilitation of certain school facilities; and
        ii. An account has been established and funds have been appropriated for such public improvements or facilities.

In addition to incorporating SB 937's changes in state law, the proposed amendments to Chapter 160 remove obsolete language and attempt to rewrite the impact fees ordinance in simpler terms.

Amendments to Chapters 16.01, 16.03, and 16.05

The proposed amendments to Chapters 16.01 (Enactment and Applicability), 16.03 (Administration and Enforcement), and 16.05 (Definitions) are a result of the City-initiated Municipal Code update. These chapters were identified to have contained inconsistencies, outdated language, and/or formatting errors. One representative proposed amendment is replacing "Planning Director" occurrences with "Director", which is now defined as the "Community and Economic Development Director, or successor title given. "

ENVIRONMENTAL REVIEW:

The proposed ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA"), because it has no potential of resulting in physical change in the environment, directly or indirectly. Furthermore, under Title 14 of the California Code of Regulations, Section 15061(b)(3), this ordinance is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Here, the ordinance is creating regulatory schemes for activities that are already allowed under state law and is otherwise amending provisions of the municipal code for purposes of clarity and modernization.

STRATEGIC PLAN:

Reviewing the City's municipal code for updates and to reduce irrelevancy directly relates to Strategic Plan Goal *G.2 Municipal Code.*

FISCAL IMPACTS:

There are no direct fiscal impacts from this code update however the ordinance may impact the city's ability to collect interest for deferred impact fees on affordable residential development projects. These unknown fiscal impacts are unavoidable due to state law requirements.

OPTIONS:

In addition to the recommended action, the City Council has available to it the following alternative options:

1. Do not adopt proposed Ordinance No. 1343 and direct staff to make substantive modifications.

ATTACHMENTS:

A - Ordinance No. 1343 inc. Ex A - Updated SPMC Sections.pdf

ATTACHMENT A

CC ORDINANCE NO. 1343
INC.
EX. A – REVISED SPMC SECTIONS (CLEAN)

ORDINANCE NO. 1343

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA AMENDING CHAPTERS 160 (DEVELOPMENT IMPACT FEES), 16.01 (ENACTMENT AND APPLICABILITY), 16.03 (ADMINISTRATION AND ENFORCEMENT), AND 16.05 (DEFINITIONS) OF THE SANTA PAULA MUNICIPAL CODE IN ORDER TO REFLECT RECENT CHANGES IN STATE LAW, IDENTIFY AND CORRECT INCONSISTENCIES, OUTDATED LANGUAGE AND FORMATTING; AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

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

WHEREAS, the City of Santa Paula ("City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, the City of Santa Paula wishes to protect and preserve the quality of life throughout the City, through effective land use and planning; and

WHEREAS, the City initiated a Municipal Code update in order to bring the entire code up to date, clarify appropriate uses within the City, and align with current State law; and

WHEREAS, in recent years, the California Legislature has approved, and the Governor has signed into law, a number of bills that, among other things, amend various sections of the Government Code to impose new limits on local authority to regulate standards that guide how land can be used and developed within cities; and

WHEREAS, in 2024, the California Legislature approved, and the Governor signed into law, SB 937, amending provisions of the Mitigation Fee Act which introduced changes to the collection of development fees for designated residential development projects; and

WHEREAS, Chapter 160 addresses the City's Development Impact Fees and is in need of revisions in order to reflect SB 937's changes; and

WHEREAS, Chapters 16.01, 16.03, and 16.05 were reviewed by staff and identified to contain inconsistencies, outdated language, and/or formatting issues; and

WHEREAS, on February 25, 2025, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning this proposed Ordinance. Following the public hearing, the Planning Commission voted to forward the Ordinance to the City Council with a recommendation in favor of its adoption; and

WHEREAS, on March 19, 2025, the City Council held a duly-noticed public hearing to consider the proposed Ordinance, including: (1) the public testimony and agenda reports prepared in connection with the proposed Ordinance, (2) the policy considerations

discussed therein, and (3) the consideration and recommendation by the City's Planning Commission; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

SECTION 1. Incorporation. The recitals above are true and correct and are each incorporated by reference and adopted as findings by the City Council.

SECTION 2. CEQA. This Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA"), because it has no potential of resulting in a physical change in the environment, directly or indirectly. The City Council further finds, under Title 14 of the California Code of Regulations, Section 15061(b)(3), that this Ordinance is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Here, the Ordinance is creating regulatory schemes for activities that are already allowed under state law and is otherwise amending provisions of the municipal code for purposes of clarity and modernization.

SECTION 3: General Plan and Development Objectives. Pursuant to SPMC § 16.208.030(C), the City Council has reviewed the Planning Commission's recommendation, and finds that the proposed amendments are consistent with the objectives of Title 16 of the SPMC, the General Plan, and development policies of the City as follows:

A. The proposed code amendment is consistent with the objectives, policies, general land uses, and programs of the Santa Paula General Plan (2040), as described in Section 4.A. below.

B. The purpose of Chapter 16.208 *Development Code Amendments* is to allow for amendment to the Development Code in recognition of the fact that physical, economic, and other conditions in the City may change over time. The proposed amendments to Chapters 160, 16.01, 16.03, and 16.05 recognize these changing conditions by removing inconsistencies and outdated terms, updating definitions, and updating the City's development impact fee ordinance to reflect current state law.

SECTION 4: Development Code Amendment Findings. Pursuant to SPMC §16.208.050, the City Council makes the following required findings of fact:

A. *The proposed code amendment is consistent with the goals, policies, and objectives of the General Plan.* The proposed amendment is part of larger effort to update the Santa Paula Municipal Code. The proposed amendment is largely administrative in nature intended to remove inconsistencies, typographical errors, and outdated terms in the Development Code. Among other things, the amendments to Chapters 160, 16.01, 16.03, and 16.05, will also bring the City's

Development Code definitions and development impact fee ordinance current and compliant with recent state law. Nothing in the proposed amendment would create an inconsistency with the goals, policies and objectives of the 2040 General Plan.

B. *The proposed code amendment will not adversely affect surrounding properties.* The proposed amendment will not adversely affect surrounding properties because the amendments are largely administrative in nature intended to remove inconsistencies and outdated terms in the Development Code. Among other things, the amendments to Chapters 160, 16.01, 16.03, and 16.05, will also bring the City's Development Code definitions and development impact fee ordinance current and compliant with recent state law.

C. *The proposed code amendment promote public health, safety, and general welfare and serves the goals and purposes of Title 16*. The public health, safety, and general welfare will be promoted by removal of inconsistencies, typographical errors, and outdated terms in the Development Code. This in turn will help clarify for the public local land use rules applicable to their properties. Among other things, amendment to Chapters 160, 16.01, 16.03, and 16.05, will also bring the City's Development Code definitions and development impact fee ordinance current and compliant with recent state law. The goals and purposes of Title 16 are served because the amendments further the orderly development of land.

SECTION 5. Code Amendment. Chapters 160, 16.01, 16.03 and 16.05 of the Santa Paula Municipal Code are hereby amended and restated to read in their entirety as provided in Exhibit "A," attached hereto and incorporated herein by reference.

SECTION 6. Effective Date. This Ordinance takes effect 30 days after its adoption.

SECTION 7. Publication. The City Clerk is directed to certify to the adoption of this Ordinance and post or publish this Ordinance as required by law.

SECTION 8. Custodian of Records. The custodian of records for this Ordinance is the City Clerk and the records comprising the administrative record are located at 970 E. Ventura Street, Santa Paula, California 93060.

SECTION 9. Severability. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

(Continues on next page)

PASSED, APPROVED AND ADOPTED by the City Council of the City of Santa Paula, at a regular meeting of the City Council held on the ____ day of _____, 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF SANTA PAULA:

_____
Pedro A. Chavez, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

_____
Monica Castillo, City Attorney

EXHIBIT A

(follows this page)

CHAPTER 16.00: DEVELOPMENT IMPACT FEES

Section

16.00.10 Purpose

16.00.20 Applicability

16.00.30 Exemptions

16.00.40 Definitions

16.00.50 Notice and hearing requirements

16.00.60 Imposition of fees/automatic adjustment

16.00.70 Impact fee accounts

16.00.80 Use of impact fee proceeds

16.00.90 Refunds

16.00.100 Protests, appeals, and audits

16.00.110 Amendment procedures

16.00.120 Credits

16.00.130 Conflicts

Editor's Note:

This Ch. 16.00, formerly Ch. 160, was previously based on Ord. 1064, passed 4-7-03, Ord. 1065, passed 4-21-03, Ord. 1066, passed 4-21-03.

§ 16.00.10 PURPOSE.

This chapter is adopted pursuant to the city's police powers and the Mitigation Fee Act (Cal. Gov't Code §§ 66000 et seq.) for the purpose of establishing the categories of impact fees to be imposed on new development in order to defray the cost of new or rehabilitated public facilities, required, incrementally, by such development within the City, which are needed to accommodate the attendant growth in the City and to maintain an acceptable level of facilities and services for all areas within the City. The imposition of the respective impact fees ensures that new development projects bear a proportionate share of the cost of Public Facilities and service improvements necessary to accommodate such development, to the extent that such development creates impacts that require mitigation that may be offset by the respective type of impact fee. The imposition of impact fees through this chapter is necessary to protect the public health, safety, and welfare by ensuring the provision of adequate public facilities and public services.

(Ord. 1076, passed 11-3-03)

§ 16.00.20 APPLICABILITY.

(A) The standards in this chapter shall apply to all new development projects as defined in this chapter. The Mitigation Fee Act authorizes a city to impose impact fees as a condition of approval on a development project for the purpose of defraying all or a portion of the cost of public facilities related to such project. (B) Impact fees are hereby established to be imposed on new development within the City to pay a proportionate share of the reasonably estimated costs of public facilities related to bicycle, pedestrian, transportation, fire, police, library, parks and recreation (to the extent not covered by Quimby Fees), public administration, and storm drain facilities, to the extent impacted by a development project. The impact fees authorized by this chapter shall be used only for defraying costs associated with developing new or rehabilitating existing bicycle, pedestrian, transportation, fire, police, library, parks and recreation (to the extent not covered by Quimby Fees), public administration, and storm drain facilities, to the extent applicable, resulting from new development projects, and shall not exceed the reasonable estimated cost associated with providing those facilities.

(Ord. 1076, passed 11-3-03; Am. Ord. 1148, passed 12-5-05)

§ 16.00.30 EXEMPTIONS.

This chapter does not apply to:

(A) Taxes and special assessments;

(B) Fees for processing development applications;

(C) Fees for enforcing regulations;

(D) Fees collected under development agreements;

(E) Fees imposed pursuant to a reimbursement agreement between the city and a property owner for that portion of the cost of a public facility paid for by the property owner which exceeds the need for the public facility attributable to, reasonably related to, and roughly proportional to the development;

(F) Fees to mitigate impacts on the environment; or

(G) Fees imposed, levied or collected by other governmental agencies including subdivisions of the state and federal government.

(Ord. 1076, passed 11-3-03)

§ 16.00.40 DEFINITIONS.

Unless the contrary is stated or clearly appears from the context, the following definitions will govern the construction of the words and phrases used in this chapter:

BENEFIT AREA means the geographic area within which impact fees are collected and expended for a particular type of capital improvement serving development projects within such area.

CAPITAL IMPROVEMENT means public facilities for the storage, treatment or distribution of water; for the collection, treatment, reclamation or disposal of sewage; for the collection and disposal of stormwaters and for watershed preservation purposes; for purposes of transportation and transit, including without limitation, streets, street lighting and traffic-control devices and supporting improvements, roads, overpasses, bridges, airports, and related facilities; for parks and recreational improvements; for public safety, including police and fire facilities; for schools and child care facilities; for libraries and public art; for public buildings of all kinds; and for any other capital project identified in the city's Capital Improvements Plan. CAPITAL IMPROVEMENT also includes design, engineering, inspection, testing, planning, legal land acquisition and all other costs associated with construction of a public facility.

CAPITAL IMPROVEMENTS PLAN means the long term plan for capital improvements, adopted by the City Council, describing the approximate location, size, time of availability and estimated cost of capital improvement projects and identifies sources of funding for capital improvement projects.

CAPITAL IMPROVEMENTS PROJECT LIST means the list attached to a Council resolution setting the base fee amount for each specific impact fee. The list must describe the approximate location, size, time of availability and estimated cost of each capital improvement to be funded from a particular impact fee account.

COLLECTION means the point in time at which the impact fee is actually paid over to the city.

COMMITMENT means earmarking impact fees to fund or partially fund capital improvements serving new development projects.

DESIGNATED RESIDENTIAL DEVELOPMENT PROJECT means a residential development project that meets any of the below criteria set forth in Cal. Gov't Code § 66007(c)(4):

(1) Projects that dedicate 100 percent of units, exclusive of a manager's unit or units, to lower income households, as defined by Section 50079.5 of the Health and Safety Code; or

(2) Low barrier navigation centers that meet the requirements specified in Cal. Gov't Code Section 65662; or

(3) Housing projects located in commercial zones that are subject to streamlined, ministerial approval under Assembly Bill 2011 (2022); or

(4) Mixed-use projects that are subject to streamlined, ministerial approval under Senate Bill 35 (2018); or

(5) Affordable housing projects that are located on land owned by religious or higher education institutions and that are subject to streamlined, ministerial approval under Senate Bill 4 (2023); or

(6) Projects entitled to a density bonus under subdivision (b) of Gov't Code Section 65915; or

(7) Housing projects that include 10 or fewer units.

DWELLING UNIT means one or more rooms in a building or a portion of a room, designed, intended to be used, or actually used for occupancy by one family for living and sleeping quarters, and containing one kitchen only, and includes a mobile home, but not hotel or motel units.

IMPACT FEE means any monetary exaction imposed by the city as a condition of or in connection with approval of a development project for the purpose of defraying all or some of the cost of, or repayment of costs previously expended from city funds for, capital improvements relating to the project. An impact fee may be imposed as a condition of approval for a development project or as a generally applicable development fee.

IMPOSE means to determine that a particular development project is subject to the collection of impact fees as a condition of development approval.

NEW DEVELOPMENT or **DEVELOPMENT PROJECT** means and includes any project undertaken for the purpose of development, including without limitation a project involving the permit issuance for construction, reconstruction, or change of use, but not a project involving permit issuance for operating, remodeling, rehabilitating, or improving an existing structure, nor the rebuilding of a structure destroyed or damaged through natural disaster, nor the replacement of one mobile home with another on the same pad if no dwelling unit is added.

NONRESIDENTIAL DEVELOPMENT PROJECT means all development other than residential development projects.

PUBLIC FACILITY has the same meaning as set forth in Cal. Gov't Code § 66000(d), which includes public improvements, public services, and community amenities.

RESIDENTIAL DEVELOPMENT PROJECT means any development undertaken to create a new dwelling unit or units.

TEMPORARY CERTIFICATE OF OCCUPANCY has the same meaning as set forth in Cal. Gov't Code § 66007(f).

(Ord. 1076, passed 11-3-03)

§ 16.00.60 IMPOSITION OF FEES/AUTOMATIC ADJUSTMENT.

(A) Except as otherwise provided, persons submitting applications seeking approval for new development projects must pay the city impact fees, in an amount set by City Council resolution, as a condition for the city to approve such development projects.

(B) Except as provided in Section 16.00.40, impacts fees are due at the time of the final inspection or the date the certificate of occupancy is issued, whichever occurs first in accordance with Cal. Gov't Code § 66007(a).

(C) Except as provided in Section 16.00.40, utility service fees may be collected at the time an application for service is received in accordance with Cal. Gov't Code § 66007(a).

(D) Pursuant to paragraph (A) of Subsection 16.227.010(g)(1), no impact fee is required for one accessory dwelling unit under 750 square feet in size.

(E) Unless otherwise revised, the impact fees established by this chapter will be automatically adjusted on an annual basis at the beginning of each fiscal year based on the average percentage change over the previous calendar year set forth in the Consumer Price Index for the Los Angeles metropolitan area. The first impact fee adjustment cannot be made before a minimum of ten months after the effective date of the ordinance adding this chapter to the code.

(F) On or before May 1 of each year the Ventura County Fire Protection District Division Chief, or designee, must provide to the City Manager, or designee, a revised schedule for impact fees previously approved by the City Council and subject to the annual automatic adjustment authorized by this section.

(G) On or before June 1 of each year the City Manager, or designee, must publish the revised fee schedule by any reasonable means including, without limitation, posting such schedule on the city's website.

(H) Beginning on January 2, 2015 and again every three years afterwards, the City Manager, or designee, must cause a study to be completed for reviewing all impact fees imposed by the city and proposing new or increased impact fees. This study must be presented to the city council for consideration on or before the city council's regular second meeting in May.

(Ord. 1076, passed 11-3-03; Am. Ord. 1196, passed 10- 20-08; Am. Ord. 1237, passed 8-15-11)

§ 16.00.70 IMPACT FEE ACCOUNTS.

(A) The city must establish an impact fee account for each benefit area and for each type of capital improvement for which an impact fee is imposed. Impact fees collected must be deposited in each such account according to type of improvement and benefit area. The funds of the account cannot be commingled with the city's other funds. Any account previously established for the deposit of funds which would have been developer

impact fees under this chapter are deemed an impact fee account for the purposes of this chapter.

(B) Each impact fee account must be interest- bearing and the accumulated interest will become a part of the account.

(C) The funds of each account will be expended within the benefit area exclusively for the capital improvements for which the impact fees were collected.

(D) For each separate account the City must within 180 days after the last day of each fiscal year make to the public available the information contained in Cal. Gov't Code § 66006(b).

(Ord. 1076, passed 11-3-03)

§ 16.00.80 USE OF IMPACT FEE PROCEEDS.

Impact fees may be expended only for the type of capital improvements for which they were imposed, calculated, and collected and according to the time limits and procedures established in this chapter. Impact fees may be used to pay the principal, interest and other costs of bonds, notes and other obligations issued or undertaken by or on behalf of the city to finance such improvements.

(Ord. 1076, passed 11-3-03)

§ 16.00.90 REFUNDS.

(A) Except as described in this section, upon application of the property owner, the city must refund that portion of any impact fee which has been on deposit over five years and which is unexpended and uncommitted. The refund will be made to the then current owner or owners of lots or units of the development project or projects, provided that the then current owner submits an application for a refund to the city within 180 days before the five year period expires.

(B) If fees in any impact fee account are unexpended or uncommitted, starting with the fifth fiscal year after the first deposit into the account or fund, and every subsequent five years, the City Council must make the findings required by Cal. Gov't Code § 66001(d) for maintaining funds on deposit. If the Council makes such findings, the fees are exempt from the refund requirement.

(C) The city may issue refunds through direct payment; offsetting the refund against other impact fees due for development projects by the owner on the same or other property; or otherwise by agreement with the owner. If the costs of refunding the impact fees would exceed the amount refunded, the city may instead comply with Cal. Gov't Code § 66001(f).

(Ord. 1076, passed 11-3-03)

§ 16.00.100 PROTESTS, APPEALS, AND AUDITS.

All protests, appeals, and audits must be conducted in accordance with the procedures contained in the Mitigation Fee Act (commencing at Cal. Gov't Code §§ 66020 et seq.).

(Ord. 1076, passed 11-3-03)

§ 16.00.110 AMENDMENT PROCEDURES.

At least once each year, before the City Council's adoption of the budget and revisions to the Capital Improvements Project List, the City Manager, or designee, must report to the City Council with:

(A) Recommendations for amendments to this chapter and to other parts of this code and to resolutions establishing impact fees;

(B) Proposals for changes to the Capital Improvements Project List, identifying capital improvements to be funded, in whole or in part, by impact fees;

(C) Proposals for changes in the boundaries of benefit areas; and

(D) Proposals for changes to impact fee rates and schedules.

(Ord. 1076, passed 11-3-03)

§ 16.00.120 CREDITS.

(A) A property owner who dedicates land or agrees to participate in an assessment district or otherwise contributes funds for capital improvements, as defined in this chapter, may be eligible for a credit for such contribution against the impact fee otherwise due.

(B) (1) The City Engineer must determine whether:

(a) The contribution meets capital improvement needs for which the particular impact fee has been imposed;

(b) The contribution will substitute for or otherwise reduce the need for capital improvements anticipated to be provided with impact fee funds; and

(c) The value of the developer contribution.

(2) In no event, however, will the credit exceed the amount of the otherwise applicable impact fee.

(C) Any application for credit must be submitted at or before the time of development project approval on forms provided by the city. The application must contain a declaration of those facts, under oath, along with the relevant documentary evidence which qualifies the property owner for the credit.

(Ord. 1076, passed 11-3-03)

§ 16.00.130 CONFLICTS.

In the event of a conflict between the provisions of this chapter and the provisions of any other ordinance or resolution establishing or amending impact fees, the provisions of this chapter govern.

(Ord. 1076, passed 11-3-03)

§ 16.00.140 FEES FOR DESIGNATED RESIDENTIAL DEVELOPMENT PROJECTS.

(A) *Applicability.* This Section shall apply only to Designated Residential Development Projects for which an application is submitted to the City on or after January 1, 2025.

(B) *Collection of Impact Fees*.

(1) Subject to the limitations set forth in Subsection (B)(3), Impact Fees for Designated Residential Development Projects are due on the date that the first certificate of occupancy or first temporary certificate of occupancy is issued, whichever occurs first. However, this provision shall not apply if construction of the Designated Residential Development Project does not begin within five years of the date upon which the building permit is issued.

(2) Notwithstanding Subsection (B)(1) of this Section, utility service fees related to connections for Designated Residential Development Projects may be collected at the time an application for service is received, provided that those fees do not exceed the costs incurred by the utility provider resulting from the connection activities.

(3) Notwithstanding Subsection (B)(1) of this Section, and subject to the limitations set forth in Subsection (B)(4), Impact Fees for a Designated Residential Development Project may be collected before the time of the final inspection or the date that the certificate of occupancy is issuedif either of the following conditions are met:

i. The Impact Fees are to reimburse the City for expenditures previously made to the extent those expenditures have not been paid or reimbursed by another party; or

ii. The City Engineer, or his or her designee, determines both of the following:

1. The Impact Fees will be collected for any of the following public improvements or facilities:

a. Public improvements or facilities related to providing water service to the residential development;

b. Public improvements or facilities related to providing sewer or wastewater service to the residential development;

c. Public improvements or facilities related to providing fire, public safety, and emergency services to the residential development;

d. Roads, sidewalks, or other public improvements or facilities for the transportation of people that serve the development, including the acquisition of all property, easements, and rights-of-way that may be required to carry out the improvements or facilities; or

e. Construction and rehabilitation of school facilities, if a school district has a five-year plan pursuant to subdivision (c) of Section 17017.5 of Education Code; and

2. An account has been established and funds appropriated for the public improvements or facilities described in Subsection (B)(3)(ii)(1) of this Section.

(4) Except for Impact Fees levied pursuant to Chapter 6 (commencing with Section 17620) of Part 10.5 of Division 1 of Title 1 of the Education Code, and subject to the following limitations, Subsection (B)(3) of this Section shall not apply to units reserved for occupancy by lower income households included in a Designated Residential Development Project proposed by a housing developer in which at least 49 percent of the total units are reserved for occupancy by lower income households, as defined in Section 50079.5 of the Health and Safety Code, at an affordable rent, as defined in Section 50053 of the Health and Safety Code.

i. For Impact Fees exempted from Subsection (B)(3) of this Section pursuant to this Subsection (B)(4), the developer may elect to post a performance bond or a letter of credit from a federally insured, recognized depository institution to guarantee payment of such Impact Fees. If the developer does not post a performance bond or letter of credit pursuant to this paragraph, the City may collect any Impact Fees subject to this paragraph that are not paid at the time the first certificate of occupancy or first temporary certificate of occupancy is issued, whichever occurs first, in accordance with the procedure set forth in Cal. Gov't Code § 66007(c)(2)(B)(iii)(II). However, this paragraph shall not apply to Designated Residential Development Projects that dedicate 100 percent of units, exclusive of a manager's unit or units, to lower income households, as defined by Section 50079.5 of the Health and Safety Code, and have a recorded regulatory agreement with the California Tax Credit Allocation Committee, the California Debt Limit Allocation

Committee, or the Department of Housing and Community Development.

ii. Notwithstanding anything to the contrary in this Section, Impact Fees exempted from Subsection (B)(3) of this Section under this Subsection shall become immediately due and payable when the Designated Residential Development Project no longer meets the requirements of this Subsection.

(C) *Amount of Fees.* Notwithstanding any other provision of this Chapter, the amount of the fees and charges assessed for Designated Residential Development Projects under this Section shall be the same amount as would have been paid had the fees and charges been paid prior to the issuance of building permits, and the City shall not charge interest or other fees on any amount deferred.

(D) *Multi-Dwelling Developments*. If a Designated Residential Development Project contains more than one dwelling, the City Engineer, or his or her designee, may determine whether the impact fees shall be paid on a pro rata basis for each dwelling when it receives its certificate of occupancy, on a pro rata basis when a certain percentage of the dwellings have received their certificate of occupancy, or on a lump-sum basis when all the dwellings in the development receive their certificate of occupancy.

(E) *Failure to Pay Impact Fees*. In addition to all other remedies allowed by applicable law, the City Engineer, or his or her designee, is authorized to withhold a certificate of occupancy or a temporary certificate of occupancy for a Designated Residential Development Project until payment of Impact Fees in accordance with this Section is received.

CHAPTER 16.01: ENACTMENT AND APPLICABILITY

Section

16.01.010 Authority

16.01.020 Short title

16.01.030 Purpose

16.01.040 Terminology

16.01.050 Relationship to General Plan

16.01.060 Relationship to other regulations

16.01.070 Relationship to California Environmental Quality Act

16.01.080 Effect of the Development Code

16.01.090 Interpretation

16.01.100 Severability of any portion of the Development Code

§ 16.01.010 AUTHORITY.

Title XVI (Development Code) is adopted pursuant to Article XI, Section 7 of the Constitution of the State of California and in compliance with the requirements of Title 7 of the Cal. Gov't Code, Division 1, Planning and Zoning Law, and Division 2, Subdivision Map Act, for the purpose of promoting health, safety, and general public welfare.

(Ord. 1100, passed 7-6-04)

§ 16.01.020 SHORT TITLE.

Title XVI will be known as "The City of Santa Paula Development Code" and may be referred to as the "Development Code".

(Ord. 1100, passed 7-6-04)

§ 16.01.030 PURPOSE.

(A) The purposes of the Development Code include:

(1) To promote and protect the public health, safety, and welfare of the people of the City of Santa Paula;

(2) To safeguard and enhance the appearance and quality of development of the City of Santa Paula;

(3) To provide for the social, physical, and economic advantages resulting from comprehensive and orderly planned use of land resources;

(4) To conserve, stabilize, and protect the value of property in the City of Santa Paula;

(5) To provide adequate improvements and utilities in the City of Santa Paula; and

(6) To divide the City of Santa Paula into zones of such number, shape, and area as may be deemed appropriate and necessary to carry out the provisions of the Development Code and provide for its enforcement.

(B) The provisions contained in the Development Code will apply to all real properties contained within the corporate limits of the City of Santa Paula.

(Ord. 1100, passed 7-6-04)

§ 16.01.040 TERMINOLOGY.

Words, terms, and phrases used in this ordinance will have the meanings usually ascribed to them, or as defined or used in state planning, zoning, and subdivision laws, or as defined in Chapter 16.05, Definitions, of this ordinance. For the purposes of the Development Code, unless the context clearly indicates otherwise, certain terms used in the Development Code are defined as follows:

(A) Words in the present tense include the future;

(B) Words in the singular number include the plural;

(C) Words in the plural number include the singular;

(D) The terms “shall” and “will” and “must” are mandatory;

(E) The term “City Council” means the City Council of the City of Santa Paula;

(F) The term “Planning Commission” means the Planning Commission of the City of Santa Paula;

(G) The term “his” is gender neutral and means his or her;

(H) The term “City” means the City of Santa Paula; and

(I) The term “General Plan” means the City of Santa Paula General Plan.

(Ord. 1100, passed 7-6-04)

§ 16.01.050 RELATIONSHIP TO GENERAL PLAN.

The Development Code is intended to provide the legislative framework to implement the goals, policies, plans, principles, and standards of the City of Santa Paula General Plan.

(Ord. 1100, passed 7-6-04)

§ 16.01.060 RELATIONSHIP TO OTHER REGULATIONS.

(A) The provisions of the Development must not be interpreted to repeal, amend, modify, alter, or change any other code that is not specifically repealed, amended, modified, altered, or changed.

(B) Nothing in the Development Code will be interpreted to authorize the use of a lot or parcel in any way that is in violation of any other applicable statute, code, or regulation.

(C) Whenever the provisions of the Development Code are different from the provision of any other ordinance or adopted code, the more restrictive provisions will apply, except as the same may be superseded by resolution or ordinance.

(D) The rights granted by any permit, license, or other approval under any ordinance repealed by the Development Code will be continued, but in the future, to the extent permitted by law, such rights will be exercised in accordance with the provisions of the Development Code.

(E) The provisions of the Development Code are not intended to abrogate any easements, covenants, or other existing agreements which are more restrictive than the provisions of the Development Code.

(Ord. 1100, passed 7-6-04)

§ 16.01.070 RELATIONSHIP TO CALIFORNIA ENVIRONMENTAL QUALITY ACT.

When a project is determined to be subject to the provisions of the California Environmental Quality Act (CEQA), the application will be reviewed in accordance with the provisions of the Development Code, the California Environmental Quality Act (Cal. Pub. Res. Code §21000 et seq.), the CEQA Guidelines (Cal. Gov't Code §15000 et seq.), and any environmental guidelines adopted by the City of Santa Paula.

(Ord. 1100, passed 7-6-04)

§ 16.01.080 EFFECT OF THE DEVELOPMENT CODE.

(A) *General application*. No person is permitted to use any premises except as specifically permitted by and subject to the regulations and conditions of the Development Code. Except as otherwise provided herein, wherever the Development Code prohibits the use of premises for a particular purpose, those premises and any improvements on those premises must not be used for that purpose, and no structure or improvement may be constructed, altered, or moved onto the premises which is designed, arranged, or intended to be occupied or used for that purpose.

(B) *City of Santa Paula exempt*. Agencies of the City of Santa Paula will be exempt from the provisions of the Development Code when the City Council makes the following findings:

(1) That reasonable attempts have been made to comply with the regulations contained in the Development Code; and

(2) That the strict and literal interpretation and enforcement of the Development Code would inhibit the city's ability to maintain public health, safety, and general welfare in a particular instance; and

(3) That the granting of the exemption will not be detrimental to the public health, safety, and general welfare or materially injurious to properties or improvements in the vicinity.

(C) *Buildings under construction*. Any building for which a building permit has been issued under the provisions of an earlier ordinance of the city which is in conflict with the Development Code, and on which substantial construction has been performed by integration of materials on the site before the effective date of the Development Code, nevertheless may be continued and completed in accordance with the plans and specifications upon which the permit was issued.

(Ord. 1100, passed 7-6-04)

§ 16.01.090 INTERPRETATION.

The provisions of the Development Code will be interpreted and applied as the minimum requirements and the maximum potential limits for the protection of the public health, safety, comfort, convenience, and general welfare.

(Ord. 1100, passed 7-6-04)

§ 16.01.100 SEVERABILITY OF ANY PORTION OF THE DEVELOPMENT CODE.

If any chapter, section, subsection, subdivision, sentence, clause, phrase, or portion of the Development Code is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of the Development Code. The City Council hereby declares that it would have adopted the Development Code and each chapter, section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more chapter, sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

(Ord. 1100, passed 7-6-04)

CHAPTER 16.02: ADMINISTRATION AND ENFORCEMENT

Section

16.02.010 Planning Commission administers and interprets regulations

16.02.020 Director responsibilities

16.02.030 Building Official responsibilities

16.02.040 City Engineer responsibilities

16.02.050 Clarification of ambiguity

§ 16.02.010 PLANNING COMMISSION ADMINISTERS AND INTERPRETS REGULATIONS.

In accordance with state planning and zoning law, Cal. Gov't Code §65000 et seq., the Planning Commission of the City of Santa Paula will administer this Title 16 and amendments thereto. The Planning Commission will have the authority and responsibility to hear and act upon all matters as specified in Chapters 16.200 through 16.234 (Administration of the Development Code) of this Title 16 and any other responsibilities authorized by Chapter 32 (Departments, Boards, Commissions and Agencies) of the Santa Paula Municipal Code.

(Ord. 1100, passed 7-6-04)

§ 16.02.020 DIRECTOR RESPONSIBILITIES.

(A) The Director or the designee will have the authority and responsibility to hear and act upon all matters as specified in Chapters 16.200 through 16.234 (Administration of the Development Code) of this Title 16.

(B) The Director will have the authority to interpret the use provisions applicable to each zone district, using the zone district descriptions contained in Chapters 16.07 through 16.33 (Zoning Districts, Land Use Regulations and Development Standards) of this Title 16. In the event that a specific use or type of use is not listed, the Director will have the authority to determine which listed use is most similar to the proposed use and thereby determine whether the use is permitted, permitted subject to Conditional Use Permit review and approval, permitted as a temporary use, or prohibited. In determining "similarity," the Director will make all of the following findings:

(1) The proposed use must meet the intent of, and be consistent with the goals, objectives and policies of the general plan;

(2) The proposed use must meet the stated purpose and general intent of the district or zone in which the use is proposed to be located;

(3) The proposed use must not adversely impact the public health, safety and general welfare of the city's residents; and

(4) The proposed use must not be of greater intensity, density or generate more environmental impact, than those uses listed in the permitted uses section.

(C) Any applicant, interested person, or public official may appeal any decision of the Director to the Planning Commission in accord with the procedures set forth in Chapter 16.206 (Appeals and Revocations) of this Title 16.

(Ord. 1100, passed 7-6-04)

§ 16.02.030 BUILDING OFFICIAL RESPONSIBILITIES.

The Building Official or the duly authorized representative will be responsible for the enforcement of the provisions of this Title 16 which pertain to the construction, moving, conversion, alteration, or addition of and to structures and associated improvements to the lots on which they are located.

(Ord. 1100, passed 7-6-04)

§ 16.02.040 CITY ENGINEER RESPONSIBILITIES.

The City Engineer or the duly authorized representative will be responsible for the enforcement of the provisions of this Title 16 which pertain to the subdivision of land or other action authorized by the Subdivision Map Act (Cal. Gov't Code §66410 et seq.).

(Ord. 1100, passed 7-6-04)

§ 16.02.050 CLARIFICATION OF AMBIGUITY.

If ambiguity arises concerning the appropriate classification of a particular use within the meaning and intent of this Title 16, or if ambiguity exists with respect to matters of height, yard requirements, area requirements, or zone boundaries as set forth herein, it will be the duty of the Director to ascertain all pertinent facts, and to set forth in writing the findings and the interpretations. The Director can refer the matter to the Planning Commission as a scheduled matter not requiring public hearing, for written findings and interpretations.. Thereafter, the interpretations by the Director or Planning Commission will be maintained in a file and govern.

(Ord. 1100, passed 7-6-04)

CHAPTER 16.03: DEFINITIONS

Section

16.03.010 General

16.03.020 "A" definitions

16.03.030 "B" definitions

16.03.040 "C" definitions

16.03.050 "D" definitions

16.03.060 "E" definitions

16.03.070 "F" definitions

16.03.080 "G" definitions

16.03.090 “H” definitions

16.03.100 “I” definitions

16.03.110 “J” definitions

16.03.120 “K” definitions

16.03.130 “L” definitions

16.03.140 “M” definitions

16.03.150 “N” definitions

16.03.160 “O” definitions

16.03.170 “P” definitions

16.03.180 “Q” definitions

16.03.190 “R” definitions

16.03.200 “S” definitions

16.03.210 “T” definitions

16.03.220 “U” definitions

16.03.230 “V” definitions

16.03.240 “W” definitions

16.03.250 “X” definitions

16.03.260 “Y” definitions

16.03.270 “Z” definitions

§ 16.03.010 GENERAL.

(A) For the purposes of the Development Code, certain words, phrases, and terms used herein will have the meaning assigned to them by this chapter.

(B) For general terminology used throughout the Development Code, refer to 16.01.040 (Terminology). For terminology used in the Development Code but not defined in this chapter or in 16.01.040, the definitions used in the California Building Code or accepted dictionaries of the English language will govern (Webster’s Collegiate Dictionary, Tenth Edition).

(Ord. 1100, passed 7-6-04)

§ 16.03.020 "A" DEFINITIONS.

ABOVE GROUND/ON GROUND SWIMMING POOL - See "Swimming Pool."

ABUT or ***ABUTTING LAND*** - A parcel of land having a common boundary with another parcel of land, including parcels which have no common boundary other than a common corner.

ACCESS - The place or way by which pedestrians and vehicles will have safe, adequate, and usable ingress and egress to a property or use required by the provisions of the Development Code.

ACCESSORY BUILDING - Attached or detached subordinate building, the use of which is customarily incidental to that of the main building or to the main use of the land and which is located on the same lot with the main building or use.

ACCESSORY USE - A use customarily incidental and accessory to the principal use of a lot or a building or other structure located upon the same lot as the accessory use.

ACREAGE, GROSS - The total land area within a defined boundary before the exclusion of public rights-of-way, public parks, and public school sites.

ACREAGE, NET - That portion of gross acreage exclusive of public streets and all public lands and rights-of-way. The area within the lot lines of a lot exclusive of any dedications for public rights-of-way, public parks, and public school sites.

ADDITION - Any construction that is attached to an existing building or facility and which increases the size or capacity of a building or facility in terms of site coverage, height, length, width, or gross floor area.

ADJOINING - Refers to a lot or parcel of land which shares all or part of a common lot line with another lot or parcel of land.

ADULT BUSINESSES AND ENTERTAINMENT ENTERPRISES - Definitions relating to adult businesses and entertainment enterprises are contained in 16.54.010.

AFFORDABLE HOUSING COSTS - The housing cost (including principal, interest, taxes and homeowner association assessments, if applicable) of those ownership units targeted for very low-, low- or moderate income households which cost will not exceed 30% times 50% of the county median household income adjusted for family size appropriate for the unit for very low-income households, 30% times 70% of the county median household income adjusted for family size appropriate for the unit for low- income households, and 35% times 110% of the county median household income adjusted for family size appropriate for the unit for moderate income households as specified in Cal. Health & Safety Code 50052.5.

AFFORDABLE RENTS - The rent for those units targeted for very low-, low and moderate income households, which will not exceed 30% times 50% of county median household

income, adjusted for family size appropriate for the unit for very low-income households, 30% times 60% of county median household income, adjusted for family size appropriate for the unit for low-income households, and 30% times 110% of county median household income, adjusted for family size appropriate for the unit for moderate-income households as specified in Cal. Health & Safety Code 50053.

AFFORDABLE SALE PRICE - The price that can be financed by a fixed rate mortgage where the monthly payment meets the definition of affordable housing costs in this subchapter. The monthly payment will include the principal plus interest plus taxes plus homeowner's association fees (if applicable).

AFFORDABLE UNITS - Those dwelling units which will be guaranteed by the developer to be rented or sold for a period of time, agreed to by the city and developer, to moderate-, low- or very low-income households.

AGRICULTURE - The science and art of farming, producing crops, floriculture, horticulture, and the work of cultivating the soil.

ALLEY - Any public thoroughfare for the use of pedestrians or vehicles, not less than 10 feet nor more than 30 feet wide, which has been deeded or dedicated to the city as a secondary means of access to abutting property.

AMUSEMENT CENTER or ***ARCADE*** - Any business, store, or location, with the exception of bowling alleys and pool halls, in which more than three amusement devices are placed, whether or not the operation of the devices is primary or accessory to the business, store, or location. A bowling alley or pool hall will be considered an ***AMUSEMENT CENTER*** or ***ARCADE*** if more than ten amusement devices are in the location, or if there are three or more amusement devices that cover 50% or more of the public floor area.

AMUSEMENT DEVICE - Any electrically or mechanically operated instrument, machine, device, computer or equipment which is activated, operated, or used by means of payment, or by means of inserting a coin, token, slug, or other device into a slot or receptacle, or are rented for periods of time, and which may be operated by the public for use as a game, entertainment, or amusement whether or not skill is involved. ***AMUSEMENT DEVICES*** will not include jukeboxes, vending machines, coin-operated pool tables, or riding machines for small children.

ANIMAL, PET - An animal that is not inherently dangerous, but is kept for pleasure, companionship or security purposes rather than for husbandry.

ANIMAL SHELTER - Any public or private facility in which five or more dogs or domesticated animals over the age of four months are kept, maintained or rehabilitated for the primary purpose of facilitating transfer of ownership of such animals to off-premise individuals.

ANTENNA, SATELLITE OR DISH - Any exterior or external receiving device whose purpose is to receive communications or other signals from a transmitter relay, whether

from land based transmitters or from satellites in planetary orbit in space, including cell phone towers and other apparatus such as bands and all structures to hold such apparatus.

ANTIQUE STORE or ***SHOP*** - A commercial business that sells bonafide antiques, which are defined as items over 40 years old, or collectable items manufactured within the last 40 years.

APARTMENT - One or more rooms with private bath and kitchen facilities comprising an independent, self-contained dwelling unit in a building containing two or more dwelling units for rent.

ASSEMBLY (LARGE SCALE) - Means putting together parts for a finished large-scale product including, without limitation, aircraft, and agricultural equipment assembly.

ASSEMBLY (SMALL SCALE) - Means putting together parts for a finished small-scale product including, without limitation, electronic instruments, small appliances, cabinet and carpenter shops, electric welding and electroplating.

ASSEMBLY HALL - A building, or portion of a building, used for large scale public or private gatherings of people. For example and without limitation, assembly halls including private educational facilities; clubs; lodges; and similar kinds of facilities whether available for public or private use.

AUTOMATIC TELLER MACHINE - An automated device that performs banking or financial functions at a location within, auxiliary to, or remote from the controlling financial institution or branch office.

AUTOMOBILE REPAIR GARAGE - Any facility that provides general repair services to automobiles, including body repairs, engine overhaul, upholstery work, parts rebuilding and like activities.

AUTOMOBILE SERVICE STATION - A retail place of business where fuel for motor vehicles is offered for sale to the public, and that may or may not include the incidental provision of services such as minor automobile repair, lubricating service or car wash, or the incidental sale of other petroleum products, tires, batteries, and other automotive accessories. AUTOMOBILE SERVICE STATIONS may also include the incidental sale of items commonly associated with the operation of a mini-mart, such as snacks and beverages, with the exception of alcoholic beverages unless permitted under a conditional use permit.

AUTOMOBILE WRECKING - The dismantling or destruction of one or more automobiles, motorcycles or any other motor vehicles.

AVIARY - A collection of more than five ornamental or song birds on a parcel, not including birds kept or maintained for commercial purposes or poultry.

(Ord. 1100, passed 7-6-04; Am. Ord. 1159, passed 6-19-06; Am. Ord. 1167, passed 11-20-06)

§ 16.03.030 "B" DEFINITIONS.

BANK - See "financial institutions".

BAR - Any facility licensed by the State of California which restricts entry to persons of legal drinking age, as established by state law, at which the sale of alcoholic beverages, including beer, wine, and mixed drinks, is provided for consumption on the premises.

BASEMENT - That portion of a building between the floor and ceiling which is partly or wholly underground. A basement will be counted as a story for the purpose of height measurement where more than one-half of its height is above grade.

BED AND BREAKFAST INN - a single-family, owner-occupied detached dwelling which provides only transient lodging in not more than five rooms with a maximum stay of 14 consecutive nights. A ***BED AND BREAKFAST INN*** may provide no food or beverage service for the transient guests other than breakfast provided in the areas of the dwelling commonly used by the resident family for the consumption of food.

BEDROOM - Any habitable room used, or intended or designed to be used for sleeping purposes, provided such room has a minimum size of 70 square feet.

BOARDINGHOUSE or ***ROOMINGHOUSE*** - A building or portion thereof which is used to accommodate, for compensation, three or more boarders or roomers, not including members of the occupant's immediate family, who might be occupying such building.

BODY OF WATER - A swimming pool, spa, hot tub, human-made lake, fish pond, or any similar feature capable of containing water 18 inches deep or deeper, but not including plumbing fixtures (such as bathtubs), natural lakes, streams, or human-made irrigation or flood-control channels.

BUILDING - Any structure having a roof supported by columns or by walls and intended for the shelter, housing, or enclosure of persons, animals, chattel, or property of any kind.

BUILDING CODE - The current edition of the California state adopted building regulations, and city amendments to such regulations.

BUILDING or ***LOT COVERAGE*** - The percentage of the net lot area that is covered by all the buildings and structures on a lot, including garages and covered patios, balconies, decks that are elevated more than five feet above the natural grade, staircases that lead to a second story, parking areas and driveways. ***LOT COVERAGE*** will not include uncovered porches and steps, walkways, and grade level patios completely separated from driving and parking areas by a 5-foot wide landscape area.

BUILDING FRONTAGE - The side of a building containing the primary pedestrian entrance. If multiple primary entrances exist, the frontage is the side facing the street with

the highest classification in the Circulation Element of the General Plan. If all streets have the same classification, the frontage is the side with the smallest linear dimension containing a primary entrance.

BUILDING HEIGHT - The vertical distance from the average finished grade to the highest point of the structure, but exclusive of vents, air conditioners, chimneys, or other such incidental appurtenances.

BUILDING MATERIALS YARD - A use providing for the sales and/or distribution of supplies or construction materials ordinarily associated with building or construction activity, either private or commercial.

BUILDING SITE - Any parcel, or portion of a parcel, that supports or is proposed to support a structure, structures, or use, and including all required yards, open space and parking.

BUNGALOW COURT - A group of three or more detached one-story, one-family or two-family dwellings located upon a single lot, together with all open spaces as required by the Development Code, but not including tourist courts or motels.

BUSINESS - A use or activity involving the sale or rental of goods or the sale or furnishing of services of any kind in exchange for a form of compensation.

BUS SHELTER - Any structure located in the public right-of-way that covers or contains bus benches.

(Ord. 1100, passed 7-6-04)

§ 16.03.040 "C" DEFINITIONS.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) - Cal. Pub. Res. Code §§ 21000 et seq. that requires state, regional, county, and local agencies to conduct environmental review for any discretionary activity proposed to be carried out or approved by those agencies.

CAMPGROUND, PUBLIC - A designated public area for temporary occupancy by recreational vehicles, tents, or other camping equipment.

CARPORT - A permanent roofed structure with not more than three enclosed sides used or intended to be used for automobile shelter and storage.

CAR WASH, FULL SERVICE - A structure containing employees and facilities for washing automobiles using a chain conveyor or other method of moving the cars along, or manual, automatic or semiautomatic application of cleaner, brushes, rinse water, and heat for drying. Car-washing employees are located at a full-service car wash.

CAR WASH, SELF-SERVICE - A structure containing facilities for washing stationary automobiles, including the semiautomatic application of cleaner, rinse water, and possibly heat for drying. No car-washing employees are located at a self-service car wash.

CATERING SERVICE - An establishment that prepares and delivers food for consumption off the premises (e.g. banquets or luncheons). A ***CATERING SERVICE*** may contain kitchen facilities and may also provide dining supplies such as place settings, tablecloths, and beverage dispensers.

CHECK CASHING SERVICE - Any business where checks are cashed for additional fee or surcharge, excluding banks, savings-and-loans and credit unions that are licensed or chartered by the state or federal government.

CHILDREN - Persons under the age of 18.

CHURCH - Any building utilized primarily as a place of worship or for conducting religious services, and including accessory uses such as fellowship halls, offices, and permitted classrooms. Such building must be fully enclosed with walls, including windows and doors, and must conform to applicable legal requirements affecting design and construction.

CLINIC - An organized outpatient health facility for human patients who remain therein less than 24 hours.

CLUB - Any building or premises used by an association of persons, whether incorporated or unincorporated, organized for some common purpose, but not including a group organized solely or primarily to render a service customarily carried on as a commercial enterprise.

COMMERCIAL USE - See “Use, Commercial Retail” and “Use, Commercial Service.”

COMMERCIAL VEHICLE - Any vehicle classified by the State of California as a commercial vehicle pursuant to Cal. Veh. Code §260 and 35701 et seq.

COMMISSION - The Planning Commission of the City of Santa Paula.

COMMUNITY APARTMENT PROJECT - As defined in Cal. Civil Code 1351(d).

COMMUNITY CARE FACILITY - Any facility, place, or building where six or more persons live together which is maintained and operated to provide nonmedical residential care, day treatment, or foster family agency services for children, adults, or children and adults, including, but not limited to, physically handicapped, mentally impaired, mentally incompetent persons, abused or neglected people, and substance abusers; which includes residential facilities, day treatment facilities, foster family homes, small family homes, social rehabilitation facilities, community treatment facilities, shelters for battered women, substance abuse treatment facilities and social day care facilities.

COMPENSATION - Compensation in money, services or other things of value.

CONDITIONAL USE - A use permitted on a particular site and within a zone only upon a finding by a discretionary body that such use in a specified location will comply with all the conditions and standards for the location or operation of such use as specified in this ordinance and authorized by the City Council.

CONDITIONAL USE PERMIT - An approval that is required for a use to be carried out in a particular zone that is not a use permitted by right. Each application is considered on its individual merits.

CONDOMINIUM - The interior airspace of two or more dwelling units that are individually owned and where the balance of the property is owned in common by the owners of the units served by separate utilities.

CONDOMINIUM CONVERSION - The development of land and existing structures as a condominium, regardless of the present or prior use of such land or structures, and regardless of whether substantial improvements have been made to such structures.

CONGREGATE CARE HOUSING - A multi-family residential facility with shared kitchen facilities, deed-restricted or restricted by an agreement approved by the city for occupancy by low or moderate income households, designed for occupancy for periods of six months or longer, providing services which may include meals, housekeeping and personal care assistance as well as common areas for residents of the facility.

CONTAINER - A bin, used either for commercial or private residential purposes, provided by an approved solid waste collector for the accumulation and collection of solid waste, recyclable materials, and green waste from any premises in the city.

CONVALESCENT HOME or ***HOSPITAL*** - A state-licensed facility that provides long-term nursing, dietary, and other medical services, except surgery or primary treatments customarily provided in a hospital, to convalescents or invalids.

CONVENIENCE STORE - See “Mini-market.”

COUNCIL - The City Council of the City of Santa Paula

COUNTY MEDIAN HOUSEHOLD INCOME - The annual income figure, adjusted for household size, as published by the U.S. Department of Housing and Urban Development (HUD) or the California Department of Housing and Community Development (HCD), or any successor agency, which represents the “middle” of the income range in the County of Ventura. The median income figure indicates that half of all households have incomes larger than that value, and half have less.

COUNTY MEDIAN MONTHLY INCOME - The county median household income divided by 12.

COVERAGE - See “Building or Lot Coverage”

(Ord. 1100, passed 7-6-04; Am. Ord. 1159, passed 6-19-06; Am. Ord. 1169, passed 2-5-07)

§ 16.03.050 "D" DEFINITIONS.

DANCE STUDIO - Any facility in which classes are offered and held on a regular basis that teach the techniques of any dance, aerobic routine, martial art, or other similar activity for compensation. Such use may include facilities for the occasional recital performance of such classes for persons enrolled in the class.

DAY CARE CENTER, CHILD - Any child day care facility other than a family day care home. ***DAY CARE CENTERS*** include infant centers, nursery schools, day nurseries, preschools, extended day care facilities, school-age child care centers and employer-sponsored child day care centers.

(Cal. Health & Safety Code 1596.76)

DAY CARE CENTER, EMPLOYER- SPONSORED CHILD - Any child day care facility at the employer's site of business operated directly or through a provider contract by any person or entity having one or more employees, and available exclusively for the care of children of that employer, and of the officers, managers, and employees of that employer.

(Cal. Health & Safety Code 1596.771)

DAY CARE FACILITY, CHILD - A facility that provides non-medical care to children under 18 years of age in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis. ***CHILD DAY CARE FACILITY*** includes day care centers, employer-sponsored child day care centers, and family day care homes.

(Cal. Health & Safety Code 1596.750)

DAY CARE HOME, LARGE FAMILY - A private home that is licensed by the State of California as a large family day care home to provide family day care, in the provider's own home, of up to 14 children, including children under the age of 10 years who reside at the home.

(Cal. Health & Safety Code 1597.46)

DAY CARE HOME, SMALL FAMILY - A private home that is licensed by the State of California to provide family day care, in the provider's home, of up to eight children, including children under the age of ten years who reside at the home. See Cal. Health & Safety Code 1597.45 .

DECK - A flat floored platform, can be at different levels, covered by building code if 30 inches above adjacent grade.

DEFENSIBLE SPACE - DEFENSIBLE SPACE is a design concept that promotes site planning and building design features aimed toward preventing safety and security problems.

DENSITY - The total number of permanent residential dwelling units per acre of land, exclusive of all existing public streets and rights-of-way.

DENSITY BONUS - Definitions relating to density bonus provisions are contained in Chapter 16.13.

DEPARTMENT STORE - A retail facility that sells clothing, jewelry, accessories, furniture, or other household items through a variety of separate departments, owned by a single corporate entity and operated entirely within one building or structure as one commercial use.

DEPENDENT HOUSING - See "Second Dwelling Unit."

DESIGN ASSISTANCE COMMITTEE - A five-person committee that is advisory to the Historic Preservation Commission.

DESIGN REVIEW COMMITTEE - The committee comprised of the Director, the Building and Safety Official, the City Engineer, the Public Works Director, the Police Chief, and the Ventura County Fire Protection District Division Chief, or their designees, established for the purpose of reviewing development applications for compliance with the provisions of the Development Code, as set forth in Chapter 16.226 (Design Review).

DETACHED BUILDING - Any building that is not physically joined to another building by a common wall.

DEVELOPMENT PROJECT - A DEVELOPMENT PROJECT consists of one or more of the following:

(1) A project for which a building permit is required for a commercial, industrial, or institutional structure.

(2) A project for which a building permit is required for residential structures. For the purposes of requiring common areas for solid waste collection, a residential development project is a structure containing four or more dwelling units.

DEVELOPMENT SITE - See "Building Site."

DIRECTOR - The Community and Economic Development of the City of Santa Paula, or successor title given. The Director is the chief administrator of the Community and Economic Development Department. The Director also serves as the secretary to the Planning Commission.

DORMITORY - A building used partially for sleeping and eating accommodations and where such facilities are related to educational or public institutional use, including religious institutions, fraternities or sororities.

DRIVEWAY - A private roadway or access way providing vehicular access to a parking space, parking lot, garage, dwelling, or other structure.

DROUGHT-TOLERANT PLANT MATERIAL - Those plants that tolerate heavy clay to sandy soil with the use of limited supplemental water. Said plants are able to thrive with deep, infrequent watering once their root systems are established (3 to 12 month average time period). Plants include those that are indigenous to (native and non-native plant species) areas of limited natural water supply with weather and soil conditions roughly similar to the City of Santa Paula..

DRUG STORE - A store where the primary business is the filling of medical prescriptions and the sale of drugs, medical devices and supplies, and non- prescription medicines, but where non-medical products such as cards, candy, and cosmetics are also sold.

DRY CLEANING PLANT - A facility where dry cleaning is performed on the premises. A ***DRY CLEANING PLANT*** may also contain retail laundry service.

DRY CLEANING SERVICE - A business which offers retail laundry service, but at which no dry cleaning services are performed on the premises.

DWELLING GROUP - Two or more dwellings, boarding or rooming houses, or any combination thereof, located on one lot.

DWELLING, MULTIPLE-FAMILY - A building containing two or more dwelling units. More than one dwelling on a parcel will be considered a multi-family use.

DWELLING, SINGLE-FAMILY ATTACHED - A dwelling unit occupied or intended for occupancy by only one family that is structurally connected with at least one other such dwelling unit. See definition of townhouse.

DWELLING, SINGLE-FAMILY DETACHED - A detached building containing no more than one dwelling unit occupied or intended for occupancy by only one family, provided only one such dwelling unit is located on a lot.

DWELLING, TWO-FAMILY OR DUPLEX - A building containing no more than two dwelling units.

DWELLING UNIT or ***DWELLING*** - Any building or mobile home or portion thereof, including a manufactured home or portion thereof, which contains the following: sleeping and eating areas, sanitation as required by City Code, and one kitchen area.

(Ord. 1100, passed 7-6-04; Am. Ord. 1159, passed 6-19-06)

§ 16.03.060 “E” DEFINITIONS.

EASEMENT- A legal right given by the owner of land to another party for specific limited use of that land.

EDUCATIONAL INSTITUTION – Has the same meaning as defined in Cal. Ed. Code § 22129, or is any accredited public or private institution whose primary purpose is to provide classroom teaching and includes a high school, trade or vocational school or college, community college, or other college or university.

ELECTRIC VEHICLE CHARGING STATION - Has the same definition given in Chapter 16.77 (Electric Vehicle Charging Systems; Streamlining Permitting).***EMERGENCY SHELTER*** – Has the same meaning as defined by the U.S. Department of Housing and Urban Development (HUD), or is any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless..

(Ord. 1100, passed 7-6-04)

§ 16.03.070 "F" DEFINITIONS.

FAMILY - One or more persons, related or unrelated, living together as a single housekeeping unit.

FARM ANIMAL - Any horse, cow, llama, sheep, goat, rabbit, hen, rooster, or other poultry.

FARMWORKER HOUSING - Housing specifically for persons employed in the agricultural industry, to include group quarters, single room occupancy, and multifamily housing. Such housing must be restricted by deed for occupancy by farmworkers. See also Migrant Farmworker Housing.

FENCE - A solid or open barrier other than a wall above ground intended to enclose or mark a boundary, usually made of posts and wire or wood.

FINAL MAP – See Chapter 16.80 (Subdivision Regulations).

FINANCIAL INSTITUTION - An establishment or facility for the custody, loan, exchange, or issue of money; for the extension of credit; and for facilitating the transmission of funds. This definition specifically excludes check cashing business and pawnshop.

FIRE CHIEF – The Ventura County Fire Protection District Division Chief, or any successor title given, whose jurisdiction includes the City of Santa Paula.

FIRE CODE – The current edition of the California state adopted fire code regulations, and city amendments to such regulations.

FLAGPOLE - A freestanding pole, vertical post, or a structure attached to a building or to the roof of a building on a parcel of record and used for the sole purpose of displaying flags of political entities or apolitical groups.

FLOOR AREA RATIO - The total gross area of all buildings on a lot divided by the lot area (FAR). For the purpose of calculating floor area, floor area will (1) not include exterior

courts, garages, carports, elevator shafts, and stairwells; and (2) be calculated based on the exterior faces of walls.

FOOD PROCESSING - Means all the activities of manufacturing food and beverages for human consumption or for animal feeds, including, without limitation, creameries, flour mills, frozen food lockers, fruit and vegetable canning, freezing, packing and preserving plants, ice and cold storage plants, and agricultural packing, canning, or processing plants.

FRONTAGE - That portion of a lot, parcel or site that abuts a dedicated public street.

(Ord. 1100, passed 7-6-04; Am. Ord. 1159, passed 6-19-06; Am. Ord. 1167, passed 11-20-06)

§ 16.03.080 "G" DEFINITIONS.

GARAGE, PRIVATE - An accessory building, or an accessory portion of the main building, designed and used primarily for the shelter or storage of operable vehicles owned or operated by the occupants of the main building and having a minimum of four walls.

GARAGE, PUBLIC - A building, other than a private garage, used for the storage, care, repair or servicing of motor vehicles.

GARBAGE - All refuse, discarded materials or food of any kind, or any putrid or offensive organic matter, except manure or fertilizer used for agricultural purposes.

GENERAL PLAN - The General Plan of the City of Santa Paula, adopted pursuant to the State of Cal. Gov't Code §65301 et seq. and adopted by the City Council.

GRADE - The average of the finished ground level at the center of all walls of a building. In the event walls are parallel to and within five feet of a sidewalk, the ground level will be measured at the sidewalk.

GRANNY FLAT - See "Second Dwelling Unit."

GROSS FLOOR AREA - The total dimensions on each floor as measured from the outside wall.

GROSS LOT (OR LAND) AREA - The total dimensions on the lot as measured along property lines.

GROUP HOME - Any facility of any capacity which provides 24-hour care and supervision to children in a structured environment with such services provided at least in part by staff employed by the licensee. The care and supervision provided by a group home must be nonmedical except as permitted by Cal. Welfare & Institutions Code §17736(b).

GROUP QUARTERS - A facility that houses groups of unrelated persons not living in households (U.S. Census definition). Examples of ***GROUP QUARTERS*** includes institutions, dormitories, shelters, military quarters, assisted living facilities and other quarters, including single-room occupancy (SRO) housing, where five or more unrelated individuals are housed.

GUESTHOUSE - An accessory building, attached or detached from the primary building, which is destined to be occupied by one or more guests for temporary lodging. A guesthouse contains no kitchen facilities and is not an Accessory Dwelling Unit or Junior Accessory Dwelling Unit, as defined in Santa Paula Municipal Code Section 16.277.010.

(Ord. 1100, passed 7-6-04; Am. Ord. 1159, passed 6-19-06)

§ 16.03.090 "H" DEFINITIONS.

HARDSCAPE - Decorative elements that may be combined with landscaping to satisfy the landscaping requirements of the Development Code. Hardscape elements include, but are not necessarily limited to, natural features such as rock and stone; and structural features such as walkways, fountains, reflecting pools, swimming pools, art works, screens, walls, fences, benches, and crushed granite.

HAZARDOUS MATERIALS - Any material defined as a "hazardous waste" pursuant to Cal. Health & Safety Code §25117.

HAZARDOUS MATERIALS FACILITY - Defined pursuant to the Cal. Health & Safety Code §25117.1.

HISTORIC PRESERVATION COMMISSION - A five-person commission appointed by the City Council to carry out Chapter 16.34 Historical Property Agreements of the Development Code, and any other responsibilities directed by the City Council. The Planning Commission serves as the Historical Preservation Commission.

HOME OCCUPATION - Any commercial activity conducted entirely within a particular dwelling or in an approved habitable accessory building by one or more of the inhabitants of the property and up to one non-resident employee. ***HOME OCCUPATIONS*** are uses that do not interrupt or interfere with the general nature or character of the residential neighborhood.

HOSPITAL - A health facility having a duly-constituted governing body with overall administrative and professional responsibility and an organized medical staff which provides 24-hour inpatient care, including the following basic services: medical, nursing, surgical, anesthesia, laboratory, radiology, pharmacy, and dietary services.

HOT TUB - See "Spa."

HOTEL - An establishment which is open to transient guests, in contradistinction to a roominghouse, and which provides customary hotel services including maid service, the

furnishing and laundering of linen, telephone and secretarial or desk service, and where no individual kitchen facilities are provided, whether known as a hotel or motel.

HOUSEHOLDS - All persons living in a housing unit whether or not they are related (U.S. Census Definition). A single person living in an apartment as well as a family living in a house is considered a ***HOUSEHOLD***. ***HOUSEHOLD*** does not include individuals living in dormitories, prisons, convalescent homes, or other group quarters.

HOUSEHOLDS, ***LOW-INCOME*** - Those households whose gross annual income does not exceed 80% of the county median household income, as defined in Cal. Health & Safety Code §50079.5.

HOUSEHOLDS, MODERATE-INCOME - Those households whose gross annual income does not exceed 120% of the county median household income, as defined in Cal. Health & Safety Code §50093.

HOUSEHOLDS, VERY LOW-INCOME - Those households whose gross annual income does not exceed 50% of the county median household income, as defined in Cal. Health & Safety Code §50105.

(Ord. 1100, passed 7-6-04; Am. Ord. 1192, passed 6-16-08)

§ 16.03.100 "I" DEFINITIONS.

IMPROVEMENT - Any construction, building, paving, or landscaping activity that materially adds to the value of a facility, substantially extends its useful life, or adapts it to new uses. Repairs performed for the purpose of maintaining a facility in good operating condition but which do not materially add to the value of a facility or substantially extend its useful life are not considered IMPROVEMENTS.

INDUSTRIAL USE - See "Use, Industrial".

INSTITUTIONAL USE - See "Use, Institutional".

(Ord. 1100, passed 7-6-04)

§ 16.03.110 "J" DEFINITIONS.

JUNK YARD or ***SALVAGE YARD*** - Any area, lot, parcel, building, or structure, or part thereof, used for the storage, collection, processing, purchase, sale, or abandonment of junk or unwanted inorganic materials. Junk and salvage yard uses also include the baling of cardboard, cardboard boxes, paper, and paper cartons.

(Ord. 1100, passed 7-6-04)

§ 16.03.120 "K" DEFINITIONS.

KENNEL - Any lot or premises on which five or more dogs or domesticated animals at least four months of age are kept, boarded, or trained for the off-premise owners of such animals, except veterinary clinics, hospitals, and animal shelters.

KITCHEN - Any room used or intended or designed to be used for cooking or the preparation of food, including any room having a sink and either a three-fourths-inch gas opening or provision for an electric stove.

(Ord. 1100, passed 7-6-04)

§ 16.03.130 "L" DEFINITIONS.

LABOR CAMP - Any place, area, or building where living accommodations are maintained or intended for persons performing agricultural or other types of labor on property other than property owned or leased by the owner of such accommodations.

LANDSCAPING - Unless otherwise defined elsewhere in the Development Code, the planting, including replanting in case of death, disease, disfigurement or dismemberment, of live trees, shrubs and ground cover which, at the time of planting, are healthy, vigorous, and free of diseases, and of a species that is able to thrive in the environment and soil type in which it is planted, and maintenance thereof sufficient to sustain plant life, including an underground irrigation system with a useful life of not less than 10 years. ***LANDSCAPING*** also includes hardscape and artificial surfaces when interspersed with shrubs and/or trees.

LAUNDROMAT - An establishment providing washing and drying machines on the premises for rental use to the general public for laundering of clothes.

LAUNDRY SERVICE - An establishment that cleans, washes, and dries clothes or other cloth materials, either brought in and carried away by the customer or collected and delivered primarily by the laundry service employees. A ***LAUNDRY SERVICE*** does not contain dry cleaning facilities.

LOADING SPACE - An off-street space or berth that is on the same lot as the building(s) it services; abuts a street, alley, or other appropriate means of access; and is used for the temporary parking of a commercial vehicle that is being loaded or unloaded with merchandise, materials, or people.

LODGE - See "Club."

LOT - Land which is:

(1) A parcel of real property shown as a delineated parcel of land with a number or other designation on a final map of subdivision recorded in the office of the County Recorder of Ventura County; or

(2) A parcel of land which was a recorded parcel separate from any adjacent parcel of land and was indicated as a separate parcel on the records of the

Ventura County Assessor on November 3, 1960, provided such parcel has legally recorded access to a public street, either directly or by way of an access strip at least 20 feet in width, which is topographically traversable by vehicular traffic; or

(3) A parcel of land created subsequent to November 3, 1960, pursuant to a lot split or parcel map approved by the Planning Commission of the city and, in the case of a parcel map, duly recorded in the office of the County Recorder of Ventura County.

LOT AREA - The area enclosed within the lot lines of a lot. For the purposes of computing the permitted number of units in residential zones, however, ***LOT AREA*** will mean the net area remaining in the lot after required dedications for public streets are made and the area necessary for private streets and main access driveways are deducted.

LOT, CORNER - A lot or parcel of land situated at the intersection of two or more streets or highways, which streets or highways have an angle of intersection, measured within such lot or parcel of land, of not more than 135° (see Figure 5-1 of this section).

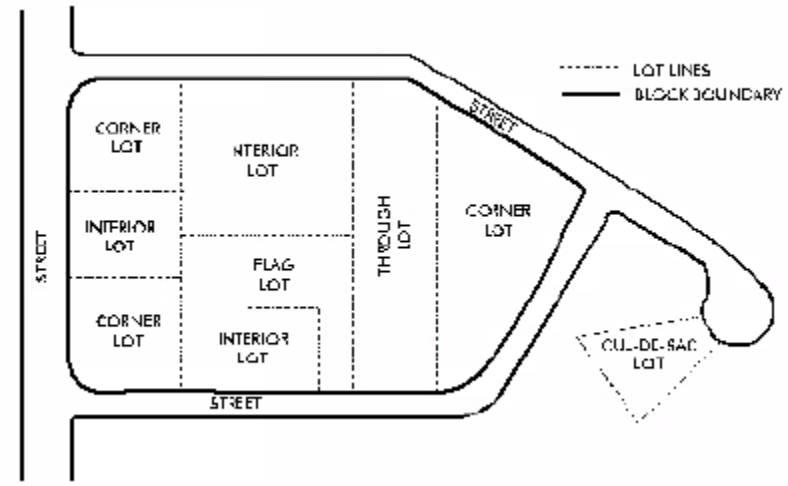


Figure 5-1

Lot Types

LOT, CUL-DE-SAC - A lot located at any position on the circular portion of a cul-de-sac street (see Figure 5-1 of this section).

LOT DEPTH - The horizontal distance between the front and rear lot lines, measured in the mean direction of the side lot lines.

LOT, FLAG - A lot having access to a public or private roadway by a narrow, private right-of-way or easement and where the buildable portion of the lot is located to the rear of another lot or lots (see Figure 5-1 of this section).

LOT, INTERIOR - A lot having lots adjoining on two sides (see Figure 5-1 of this section).

LOT, KEY - The first interior lot to the rear of a reverse corner lot, whether or not separated by an alley.

LOT LINE, FRONT - The property line dividing a lot from a street. On a corner lot only one street line will be considered as a front line. The shorter street frontage will be considered the front lot line. On a flag lot, the front lot line will also include the line dividing the lot from the street fronting parcel(s). In the case of lots without street frontage, the Director will designate the front lot line.

LOT LINE, REAR - The lot line most nearly parallel to the front lot line.

LOT LINE, SIDE - Any lot lines other than front lot lines or rear lot lines.

LOT, REVERSE CORNER - A corner lot in which the rear lot line abuts the side lot line of at least one adjacent lot.

LOT, SUBSTANDARD - Any lot that does not meet the minimum dimensions required by the Development Code.

LOT, THROUGH - A lot, other than a corner lot, having frontage on two parallel streets (see Figure 5-1 of this section).

LOT WIDTH - The horizontal distance between the side lot lines, measured at right angles to the depth at a point midway between the front and rear lot lines.

LOW-WATER-FLOW IRRIGATION - A system of watering plant material using drip/trickle, reduced water emitting devices, low precipitation heads, soaker lines, or other similar mechanisms that restricts the amount of water in gallons per minute to allow for deep percolation into the soil.

(Ord. 1100, passed 7-6-04)

§ 16.03.140 "M" DEFINITIONS.

MANUFACTURING, GENERAL - A use engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental processing of extracted or raw materials.

MANUFACTURING, HEAVY) - Means establishments engaged in the mechanical or chemical transformation of materials or substances into new products, including the assembling of component parts and the blending of materials. Examples of manufacturing uses include, without limitation, the following: aircraft, heavy equipment, boat buildings, bottling plants, paint mixing plants (not employing a boiling process), machine shops (except punch presses of over 20 tons rated capacity, drop hammers and automatic screw machines), the manufacture of the following: billboards and advertising structures; electric or neon signs; ceramic products; clothing or garments; cosmetics; perfumes and toiletries; drugs and pharmaceuticals; electronic instruments and devices; radios;

televisions and phonographs; food products (except the rendering or refining of fats and oils); furniture; musical instruments; toys; prefabricated buildings; shoes; soap (cold mix only); and textiles. In addition, establishments engaged in electronic, automotive, aerospace, underwater, missile, airframe or related manufacturing and assembly activities including precision machine shops producing parts, accessories, assemblies, systems, engines, major components and whole electronic or electrical devices, automobiles, aircraft, missiles, aerospace or underwater vehicles, or similar products but specifically excluding explosive fuels and propellants.

MANUFACTURING, LIGHT) - Means establishments that involve only assemblage of materials created or produced elsewhere; that do not require chemical transformation or blending of chemical or liquid materials including, without limitation, electronic instruments, small appliances, blacksmith shop, sheet metal shops, and stone monument works.

MIGRANT FARMWORKER HOUSING - Housing specifically for migrant persons employed in the agricultural industry, to include group quarters and multifamily housing. Such housing must be restricted by deed for occupancy by migrant farmworkers.

MINI-MARKET - A retail facility that sells a variety of products for consumption off-premises, including but not limited to food and beverages, snacks, alcoholic beverages, household goods, magazines, and accessory automobile supplies.

MINI-WAREHOUSE - A structure containing separate storage spaces of at least 80 square feet each that are designed to be leased or rented individually to store and remove personal or business property.

MOBILE HOME - A structure that conforms with the definition set forth in Cal. Health & Safety Code 18008.

MOBILE HOME PARK or ***SUBDIVISION*** - A parcel (or contiguous parcels) of land divided into two or more mobile home lots for sale or rent.

MOBILE HOME PARK CONDOMINIUM CONVERSION - Includes, without limitation, a change of any existing mobile home park or any portion thereof to condominium, stock cooperative, or any form of ownership wherein spaces within the mobile home park are to be sold, and the cessation of use of all or a portion of the park as a mobile home park, whether immediately or on a gradual basis, or the closure of the park. ***CONVERSION*** does not include the purchase of the park by its existing residents.

MOBILE HOME SPACE - A plot of ground within a mobilehome park or subdivision designed to accommodate one mobile home.

MOBILE RECYCLING UNIT - An automobile, truck, trailer, or van licensed by the Department of Motor Vehicles which is used for the collection of recyclable materials, or the bins, boxes, or containers transported by such vehicles for the collection of recyclable materials.

MOTEL - See “Hotel.”

MULCH - Non-rubberized shredded or chipped wood from tree branches, tree trunks, uncontaminated wood products, or lumber. This material is often mixed with leaves and grass clippings for optimal effect.

(Ord. 1100, passed 7-6-04; Am. Ord. 1167, passed 11-20-06; Am. Ord. 1169, passed 2-5-07)

§ 16.03.150 “N” DEFINITIONS.

NEWSRACK - Any self-service coin-operated box, container, storage unit or other dispenser designed, used or maintained for the display or sale of any written or printed material, including, without limitation, newspapers, news periodicals, magazines, books, pictures, photographs and records.

NONCONFORMING LOT - Any subdivision of land that was lawfully established and in compliance with all applicable ordinances and laws at the time the property was subdivided or developed, but which, due to a subsequently enacted ordinance or law, no longer complies with all the applicable regulations and standards of the zone in which the property is located.

NONCONFORMING STRUCTURE - Any structure, building or improvement that was lawfully established and in compliance with all applicable ordinances and laws at the time it was erected, but which, due to a subsequently enacted ordinance or law, no longer complies with all the applicable regulations and standards of the zone in which it is located.

NONCONFORMING USE - A use or activity of land that was lawfully established and in compliance with all applicable ordinances and laws at the time it was undertaken, but which, due to a subsequently enacted ordinance or law, no longer complies with all the applicable regulations and standards of the zone in which the use is located.

NURSERIES AND HORTICULTURE, RETAIL - Land, gardens, orchards, or greenhouses used to raise flowers, shrubs, and plants, including the sale of those items on the premises.

(Ord. 1100, passed 7-6-04)

§ 16.03.160 “O” DEFINITIONS.

OCCUPANCY, CHANGE OF - A discontinuance of an existing use and substitution therefor of a use of a different kind or class.

OFFICE - An office in which professional or consulting services are provided, such as in the fields of law, architecture, design, engineering, accounting, and similar professions.

OPEN SPACE - Any parcel or area of land or water set aside, dedicated, designated, or reserved for public or private use or enjoyment.

OPEN SPACE, COMMON USABLE - Land areas within a multiple-dwelling project not occupied or intruded upon by any structure, staircase or overhang, which may be used for scenic or recreational purposes by all the residents of the project. COMMON USABLE OPEN SPACE does not include land areas occupied by streets, driveways, parking areas, service areas, required front yards or required side yards abutting a street.

OPEN SPACE, PRIVATE USABLE - Areas within a multiple-dwelling project not occupied or intruded upon by any structure, which are devoted exclusively to the private recreation and leisure use of the residents of one dwelling unit and does not include any space within a dwelling unit.

OVERLAY ZONE - A zone established by ordinance that may be applied to properties only when combined with an underlying zone. Developments within the overlay zone must conform to the requirements of both zones or the more restrictive of the two.

(Ord. 1100, passed 7-6-04)

§ 16.03.170 "P" DEFINITIONS.

PARCEL - An area of land, the boundaries of which have been legally established in conformance with the California Subdivision Map Act.

PARCEL MAP - PARCEL MAP will be defined as set forth in the Chapter 16.80 (Subdivision Regulations).

PARKS - A public park or recreational area, owned or operated by the city, the county, the state, the federal government, nonprofit or public agency.

PARKING LOT, PUBLIC - A parking lot for motor vehicles created to serve the public either as a separate business or as an accessory use to a business, whether owned by a governmental agency or by a private person or business.

PARKING SPACE - A space, clearly delineated on the ground or pavement, of dimensions required elsewhere in the Development Code, to be used for the parking or stopping of motor vehicles.

PARKING SPACE, COVERED - A parking space located within a garage, carport, parking structure, or similar structure that provides protection from the elements in the form of a roof.

PARKING SPACE, GARAGE - A covered parking space provided within an enclosed structure, with a closing and locking door, whose primary use is the storage of vehicles.

PARKING SPACE, OFF-STREET - A permanent parking space for a vehicle which is designed to city standards and not located on a dedicated street right-of-way.

PARKING SPACE, ON-STREET - A parking space for a vehicle which is designed to city standards and located on a dedicated street right-of-way.

PARKING SPACE, OPEN - A parking space located in a designated area which meets the dimension requirements of the Santa Paula Municipal Code but does not provide any protection from the elements in the form of a carport, parking structure, garage, or other structure.

PATIO - A deck or paved area not extending above the first floor level of a building and open to the sky.

PATIO COVER - A covered shelter for outdoor recreational activities, which meets the standards set forth in the Building Code.

PAWN SHOP - A business that lends money at interest in exchange for valuable personal property as security.

PERMANENT STRUCTURE - Any object having a solid foundation or fixed location on the ground.

PERMIT - Written governmental permission granted by an authorized official, empowering the holder of the permit to engage in one or more activities not forbidden by law, but not allowed without such governmental authorization.

PERMITTED USE - Any use allowed in a zone by right and subject to the restrictions applicable to that zone.

PERSON - Any individual, firm, association, partnership, political subdivision, government agency, municipality, public or private corporation or any other entity whatsoever.

PET SHOP - Any premises primarily used for the sale of household pets and supplies.

PLANNED RESIDENTIAL DEVELOPMENT - Two or more dwelling units, including dwelling units in developments commonly known as town or row-housing, condominiums and cluster housing, together with related land, buildings, and structures, planned and developed as a whole single development operation or a programmed series of operations in accordance with detailed, comprehensive plans encompassing such elements as the circulation pattern and parking facilities, open space, recreational areas, utilities, and lots or building sites, together with a program for provisions, operation, and maintenance of all areas, improvements, facilities, and services provided for common use of the residents thereof.

POULTRY - Domestic fowl, chickens, ducks, geese and turkeys, but specifically excluding guinea fowl.

PRINCIPAL BUILDING/STRUCTURE - The primary or predominant building or structure on a lot.

PRINCIPAL USE - See “Use, Principal.”

PROCESSING (LARGE SCALE) - Means a series of operations performed in the making or treatment of a large-scale product including, without limitation, concrete, planning mills, tire rebuilding, recapping and retreading plants, and feed and fuel yards.

PROCESSING (SMALL SCALE) - Means a series of operations performed in the making or treatment of a small-scale product including, without limitation, dry-cleaning; laundries; cleaning and dyeing plants; taxidermists; carpet; awning; and blinds or mattress upholstery shops which includes, cleaning, repair, and upholstery.

PROJECT - An activity involving the issuance to a person of a permit, license, certificate, or other entitlement.

PUBLIC HEARING - A properly noticed meeting of an official or official body where the public is allowed to directly address the official or official body and comment on the issue being considered.

PUBLIC STORAGE FACILITY - See “Mini-Warehouse.”

(Ord. 1100, passed 7-6-04; Am. Ord. 1167, passed 11-20-06)

§ 16.03.180 “Q” DEFINITIONS.

None.

(Ord. 1100, passed 7-6-04)

§ 16.03.190 “R” DEFINITIONS.

REBUILD - The replacement/reconstruction of less than 50% of a building. If 50% or more of a building is being replaced/reconstructed, then this is considered new construction, not rebuilding.

RECREATIONAL ENTERPRISES AND FACILITIES - Means facilities that provide recreational uses including, without limitation, sports centers, open-air theaters, amusement parks, circuses, carnivals, fairgrounds, race tracks, swimming, golf, tennis clubs and similar facilities.

RECREATIONAL VEHICLE - Any vehicle that can be towed, hauled, or driven, including a vehicle that is primarily designed as a temporary living accommodation, and that is used for recreational, camping, and travel use. ***RECREATIONAL VEHICLE*** includes, but is not limited to, travel trailers, truck campers, camping trailers, boats, self-propelled motor homes, and any vehicle conforming to Cal. Health & Safety Code 18010.

RECYCLABLE MATERIALS - Paper, newsprint, printed matter, pasteboard, paper containers, cardboard, glass, aluminum, polyethylene terephthalate and other plastics, beverage containers, compostable materials, and other products designated by the City

Manager or the California Integrated Waste Management Board as recyclable. ***RECYCLABLE MATERIALS*** does not include refuse or hazardous materials.

RECYCLING - The process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. ***RECYCLING*** does not include transformation, as defined in Cal. Pub. Res. Code 40201

RECYCLING AREA - A space allocated for collecting and loading recyclable materials.

RECYCLING FACILITY - Any center for the collection of recyclable materials. A ***RECYCLING FACILITY*** does not include storage containers on commercial property that are used solely for the recycling of material generated by that business. ***RECYCLING FACILITIES*** include reverse vending machines, small collection recycling facilities, mobile recycling units, and large collection recycling facilities. A ***RECYCLING FACILITY*** may include a collection or processing facility as follows:

(1) ***COLLECTION FACILITY*** - A center used for the acceptance of recyclable materials by donation, redemption, or purchase from the public. ***COLLECTION FACILITY*** may include the following:

(a) Reverse vending machine(s).

(b) Small collection facilities that do not occupy more than 500 square feet and which contain no permanent structures.

(c) Large collection facilities that occupy an area of more than 500 square feet and which may contain permanent structures.

(2) ***PROCESSING FACILITY*** - A building or enclosed space used for the collection and processing of recyclable materials, whereby processing means the preparation of material for efficient shipment, or to an end user's specifications, by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and remanufacturing. PROCESS FACILITIES include the following:

(a) A ***LIGHT PROCESSING FACILITY*** occupies an area of less than 45,000 square feet gross of collection, processing, and storage area; has an average of up to two outbound truck shipments per day; and does not involve any shredding, compacting, or baling of ferrous metals, other than food and beverage containers.

(b) A ***HEAVY PROCESSING FACILITY*** is any processing facility other than a light processing facility.

(c) A ***MATERIAL RECOVERY FACILITY*** is any facility where mixed municipal solid waste is sorted and separated, by hand or through the use of machinery, for the purpose of recovering recyclable materials.

REPLACEMENT COST - The actual cost to replace or reconstruct a damaged structure, facility, or feature, with materials and workmanship of similar kind and quality, as appraised by a qualified and approved appraiser.

RESIDENTIAL CONDOMINIUM - Includes stock cooperatives and community apartment projects.

RESIDENTIAL CONDOMINIUM CONVERSIONS - Includes stock cooperative and community apartment project conversions. The terms ***COOPERATIVE, COMMUNITY APARTMENT*** and ***CONDOMINIUM*** are considered synonymous.

RESIDENTIAL USE - See "Use, Residential."

REST HOME - Any place or institution which makes provision for bed care or for chronic or convalescent care for one or more persons exclusive of relatives, who by reason of illness or physical infirmity are unable to care for themselves; but in which no alcoholics, drug addicts, persons suffering from mental sickness, disease, disorder or ailment or from contagious or communicable diseases are kept and in which no surgical or other primary treatments such as are customarily provided in sanitariums or hospitals are performed. ***REST HOME*** includes all nursing facilities, skilled nursing facilities, intermediate care facilities, intermediate care facilities/developmentally disabled, and congregate living health facilities as defined in Cal. Health & Safety Code 1250.

RESTAURANT, DRIVE-THROUGH - A restaurant where customers order and receive food by driving to one or more windows. Such restaurants may also have dining areas for on-premises food consumption.

RESTAURANT, ENTERTAINMENT - A restaurant than includes, as an integral component, electronic or mechanical games, plays areas, billiards, live music, karaoke, or other forms of amusement.

RESTAURANT, FAST-FOOD - A restaurant that supplies food and beverages primarily in disposable containers, and that is characterized by high automobile accessibility, self-service, and short stays by customers.

RESTAURANT, SIT-DOWN - An establishment where food and drink are prepared, served, and consumed primarily within the principal building.

RETAIL, GENERAL -The selling of goods, wares, or merchandise directly to the ultimate consumer.

RETIREMENT COMMUNITY - A residential development designed exclusively for occupancy by retired or aged persons.

REVERSE VENDING MACHINE - A mechanical device that accepts one or more types of empty beverage containers, including aluminum cans, glass, and plastic bottles and cartons, and issues a cash refund or a redeemable credit slip with a value not less than the redemption value of the container. ***REVERSE VENDING MACHINES*** occupying an

area larger than 500 square feet, or any combination of facilities occupying an area larger than 500 square feet, are considered recycling facilities.

RIGHT-OF-WAY - A defined area of land, either public or private, on which the owner has granted the right of passage over the owner's property to one or more persons through a recorded instrument. A right-of-way is a form of an easement.

ROOM, HABITABLE - Any room used, or intended or designed to be used, for sleeping, living, cooking or dining purposes excluding such enclosed spaces as closets, pantries, bath or toilet rooms, service rooms, connecting corridors, laundries, unfinished attics, foyers, storage spaces, cellars, utility rooms and similar spaces.

ROOMING HOUSE - See "Boarding House".

(Ord. 1100, passed 7-6-04; Am. Ord. 1167, passed 11-20-06; Am. Ord. 1169, passed 2-5-07)

§ 16.03.200 "S" DEFINITIONS.

SCHOOL, COMMERCIAL - A school providing training or personal improvement (beauty college, dance school, business school, gymnasium, and the like).

SCHOOL, ELEMENTARY or ***HIGH*** - An institution of learning which offers instruction in the several branches of learning and study required to be taught in the public schools by the California Educational Code. ***HIGH SCHOOLS*** include junior and senior high schools.

SCHOOL, PRIVATE - An accredited private school or college, providing academic or trade education.

SCREENING - A method of visually shielding or obscuring one abutting or nearby structure or use from another by fencing, walls, berms, or densely planted vegetation.

SECOND DWELLING UNIT - Has the same meaning as ***ACCESSORY DWELLING UNITS*** or ***JUNIOR ACCESSORY DWELLING UNITS***, as defined in Santa Paula Municipal Code Chapter 16.227.

SECONDHAND STORE or ***SALES*** - A store or business engaged in the sale of previously used merchandise such as clothes, furniture, appliances, and/or sports equipment, and which is not classified as an antique store or shop per 16.05.020 of this chapter. This definition specifically excludes the sale of used motor vehicles, auto wrecking business or pawnshops.

SECRETARY - The secretary of the Planning Commission is the Director.

SENIOR or ***SENIOR CITIZEN*** - A person 62 years of age or older or 55 years of age or older in a senior citizen housing development of at least 150 senior dwelling units, or a qualified permanent resident as defined in Cal. Civ. Code §51.3. All qualifying senior

projects must have significant facilities and services for seniors as defined in 42 USC 3607(b)(2).

SENIOR DAY SUPPORT CENTER - A facility, place or building which is maintained and operated to provide non-medical care for seniors over age 60 who are either mildly dependent and cannot be left alone for long periods of time, or are isolated from social contacts and activities. The center provides respite services for caregivers for less than 24 hours.

SERVICE STATION - See "Automobile Service Station."

SETBACK - The minimum distance that buildings, structures, parking, or uses on a lot must be placed from a defined point.

SETBACK LINE - A line within a lot, parallel to and measured from a corresponding lot line, forming the boundary of a required yard and governing the placement of buildings, structures, parking, or uses on a lot.

SHARED PARKING - The provision of parking spaces to meet the combined peak parking needs of more than one use on a lot or abutting lots.

SHOPPING CENTER - A group of businesses which comprise at least four stores functioning as a unit, with common off-street parking provided on the property as an integral part of the unit, and having more than 10,000 square feet of gross parcel area in the development.

SIGN - Any writing (including letters, words or numerals), pictorial presentation (including illustration or decoration) or emblem (including device, symbol or trademark), visible from any public or private street or means of access thereto.

SIGN AREA - This is computed as including the entire area within a regular geometric form or combination of regular geometric forms comprising all the display area of the sign. Frames or other structural features not bearing advertising matter are not included in the computation of area. One face of a double-faced sign will be considered in determining the sign area, provided both faces are parallel or the angle between the faces does not exceed 30°.

SIGN, OFF-SITE - A sign other than an on-site sign. See also Chapter 16.48.

SIGN, ON-SITE - A sign relating in its subject matter to the premises on which it is located, or to products, accommodations, services or activities sold, rendered or conducted on the premises. See also Chapter 16.48.

SINGLE-HOUSEKEEPING UNIT - A non-transient interactive group of persons jointly occupying a single dwelling unit, including the joint use of common areas and sharing household activities such as meals, chores, and expenses.

SINGLE ROOM OCCUPANCY - A type of group quarters generally intended or designed to be used, rented, or occupied for sleeping or living purposes by guests, which is also the primary residence of those guests. This type of use commonly contains five or more guestrooms or efficiency units. Generally, each single room occupancy (SRO) unit contains a living area, kitchen sink, cooking appliances and refrigeration facilities and a separate bathroom. A SRO hotel with more than 12 units generally contains an on-site manager's office.

SITE - Any lot or parcel of land, or combination of contiguous lots or parcels of land, used or intended for a particular use or group of uses.

SITE PLAN - A plan drawn to scale, showing existing and proposed uses for a property as required by the applicable regulations, including lot lines, streets, grades, building sites, reserved open space, and other specific development proposals.

SOLID WASTE - Solid waste will be defined as set forth in Cal. Pub. Res. Code 40191.

SPA - A structure intended for swimming or recreational bathing that is designed to contain water to a depth of 18 inches or deeper, with exterior dimensions not exceeding 160 square feet.

SPECIFIC PLAN - Under Article 8 of the Cal. Gov't Code 9 §65450 et seq., a legal tool for detailed design and implementation of a defined portion of the area covered by a General Plan. A ***SPECIFIC PLAN*** may include all detailed regulations, conditions, programs, and/or proposed legislation which may be necessary or convenient for the systematic implementation of any General Plan element(s).

STABLE, COMMERCIAL - A building or portion of a building used to shelter and feed horses, mules, or ponies which are rented, used, or boarded on a commercial basis for compensation.

STABLE, PRIVATE - A building or portion of a building used to shelter and feed horses, mules, or ponies which are used exclusively by the occupants of the property on which the stable is situated.

STANDARDS, DEVELOPMENT - Requirements in the Development Code that govern building and development, including, but not limited to, lot area, height limits, frontage, landscaping, and floor area ratio.

STANDARDS, PERFORMANCE - Requirements in the Development Code that govern the operation and maintenance of uses in a particular zone.

STOCK COOPERATIVE PROJECT - Has the same meaning as set forth in Cal. Civil Code §4190 and any subsequent amendment or regulation.

STORY - Any portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story will be that portion of a building included between the upper surface of the topmost floor and the ceiling or

roof above. If the finished floor level directly above a basement, cellar or unused underfloor space is more than six feet above grade as defined in this section for more than 50% of the total perimeter, or is more than 12 feet above grade as defined in this section at any point, such basement, cellar or unused underfloor space will be considered as a STORY.

STREET - A county road, state highway, public road, street or alley, or private thoroughfare not less than ten feet in width connecting with a county road, state highway, public road, street or alley which affords primary access to an abutting lot.

STREET, PRIVATE - A privately-owned vehicular right-of-way used as access by two or more lots which do not have frontages on a public street.

STRUCTURAL ALTERATIONS - Any change to a bearing wall, column, beam, joist, roof, rafter or other supporting member of a building or structure.

STRUCTURE - Anything constructed or erected which requires a location in or on the ground, or which is attached to something having a location on or in the ground, such as signs, flagpoles, or similar appurtenances, including a building or a building's architectural features and roof appurtenances required to operate and maintain the building, but not including fences or walls used as fences less than six feet in height.

STRUCTURE, PRINCIPAL - See "Use, Principal".

SUBDIVISION - A process (and the result) of dividing a parcel of raw land into smaller buildable sites, blocks, streets, open space, and public areas, and the designation of the location of utilities and other improvements pursuant to the Subdivision Map Act.

SUPPORTIVE HOUSING - Means housing, configured as rental housing developments, with no limit on length of stay, that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. ***SUPPORTIVE HOUSING*** is a residential use permitted subject to the same standards and procedures as apply to other residential uses of the same type in the same zone.

SURFACE MINING OPERATIONS - All, or any part of, the process involved in the mining of minerals on mined lands by removing overburden and mining directly from the mineral deposits, open-pit mining of minerals naturally exposed, mining by the auger method, dredging and quarrying, or surface work incident to an underground mine. ***SURFACE MINING OPERATIONS*** include, but are not limited to:

(1) In-place distillation, retorting or leaching;

(2) The production and disposal of mining waste;

(3) Prospecting and exploratory activities.

SWIMMING POOL – Has the definition set forth in Health and Safety Code §115921.

SWIMMING POOL, INDOOR - A swimming pool which is totally contained within a structure and surrounded on all sides, including the top, by said structure.

SWIMMING POOL, OUTDOOR - Any swimming pool which is not an indoor swimming pool.

(Ord. 1100, passed 7-6-04; Am. Ord. 1169, passed 2-5-07; Am. Ord. 1249, passed 5-6-13)

§ 16.03.210 "T" DEFINITIONS.

TEMPORARY STRUCTURE - A structure without any foundation or footings that will be removed when the permit for the activity, or use for which the temporary structure was erected, has expired.

TEMPORARY USE - A use established for a fixed period of time with the intent to discontinue such use upon the expiration of the time period.

TENTATIVE MAP – Has the definition set forth in the Chapter 16.80 (Subdivision Regulations). .

THEATER/CINEMA - A venue designed for the presentation of live plays or the showing of movies or motion pictures on one or more screens.

THRIFT STORE and ***THRIFT SHOP*** - See "Secondhand Store".

TOWNHOUSE - A single-family dwelling unit attached to one or more other single-family dwelling units provided only one such dwelling unit is located on a lot and is served by separate utilities.

TRAILER PARK, TRAILER COURT, and ***PUBLIC TRAILER CAMP*** - Any area or tract of land used or designed to accommodate two or more automobile trailers, including trailer camps as defined by law, and used as living or sleeping quarters.

TRAILER, TRAVEL - A vehicular portable unit in good working order, mounted on wheels, of such a size or weight as not to require special highway movement permits when drawn by a motorized vehicle; primarily designed and constructed to provide temporary living quarters for recreational, camping, travel use, or the transport of goods and livestock.

TRANSIENT - Tourists or other persons residing in the city for 30 days or less.

TRANSITIONAL HOUSING and ***TRANSITIONAL HOUSING DEVELOPMENT*** - Per Cal. Health & Safety Code 50675.2(h), means housing configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at

some predetermined future point in time, which shall be no less than six months. ***TRANSITIONAL HOUSING*** is a residential use permitted subject to the same standards and procedures as apply to other residential uses of the same type in the same zone.

TREES, PROTECTED - All trees listed in Section 156.584 requiring a permit for removal.

TRUCK YARD - A lot, lot area, or parcel of land used, designed, or maintained for the purpose of storing, parking, refueling, repairing, dispatching, servicing, or keeping motor trucks and associated equipment together with those facilities necessary to service, dispatch, store, or maintain such vehicles, their cargos, and crews.

(Ord. 1100, passed 7-6-04; Am. Ord. 1249, passed 5-6-13)

§ 16.03.220 "U" DEFINITIONS.

USE - The purpose for which land or a building is used, arranged, designed, or intended, or for which the land or building is or may be occupied or maintained.

USE, COMMERCIAL RETAIL - Any use listed in the land use element in the retail trade group.

USE, COMMERCIAL SERVICE - Any use listed in the land use element in the services group.

USE, INDUSTRIAL - Any use listed in the land use element in the manufacturing and processing group.

USE, INSTITUTIONAL - An organizational use of a public character including government, educational, medical, cultural, social, charitable, non-profit, and sometimes recreational or entertainment uses. Such uses include the following or similar public buildings or uses owned by a public or nonprofit agency: offices, public works facilities, libraries, playgrounds, parks, assembly halls, police station, fire station, schools, and hospitals.

USE, NEW - A use of land (See "Use"), which is proposed to be established or constructed after the adoption of this title.

USE, PRINCIPAL or ***MAIN*** - The primary purpose for which a building, structure, or lot is designed, arranged, or intended, or for which they may be used, occupied or maintained under this title. (See also "Accessory Use," and "Structure, principal.")

USE, RESIDENTIAL - Any use listed in the land use element in the residential group.

USE AREA - An open or yard area, uncovered by building or structures, used as the main use or accessory use of a lot or parcel.

UTILITY, PUBLIC or ***PRIVATE*** - Any regulated agency which, under public franchise or ownership, or under certificate of convenience and necessity, provides the public with

electricity, gas, heat, steam, communication, rail transportation, water, sewage collection, or other similar utility service.

(Ord. 1100, passed 7-6-04)

§ 16.03.230 "V" DEFINITIONS.

VARIANCE - Permission to depart from the provision of the Development Code when, due to special circumstances applicable to the property, strict application of the requirements deprives such property of privileges enjoyed by other property in the vicinity which is under identical zoning. See Chapter 16.220 of the Development Code.

VEHICULAR STORAGE YARD - Any area, lot, parcel, building, structure, or part thereof, used for the storage, collection, or abandonment of motor vehicles.

VENDING MACHINE - An automated electric or mechanical machine designed for the dispensing of consumer products (such as food, water, cigarettes) or services (such as telephone, banking or internet service) for a monetary fee, usually collected via the insertion or use of coins, bills, credit/debit card or other remuneration. ***VENDING MACHINES*** do not include coin-operated amusement devices, rides, or scales. (Please refer to the definition of "Amusement Devices", elsewhere in this chapter).

VETERINARY CLINIC - A place where animals are given medical or surgical treatment and are cared for during the time of such treatment. Use as a kennel will be limited to short-term boarding and will be incidental to such veterinary use.

VIDEO STORE - An establishment engaged primarily in the sale or rental of videotapes, DVDs, films, laser discs, CDs, electronic games, and similar electronic media and amusements.

(Ord. 1100, passed 7-6-04)

§ 16.03.240 "W" DEFINITIONS.

WALL - A barrier intended to mark a boundary that presents a continuous surface except where pierced with gates, doorways, or decorative masonry. Among other materials, a wall may be constructed of concrete block, brick, concrete, stucco, or a combination thereof.

WAREHOUSE - A structure intended or used for the shipping, receiving, and storage of goods and merchandise, and incidental or accessory activities.

WINDOW - An opening which is in a wall of a building, designed to allow light and/or ventilation into the building, enclosed by easement or sash, and containing glass or other similar transparent or semi-transparent material.

(Ord. 1100, passed 7-6-04)

§ 16.03.250 "X" DEFINITIONS.

Reserved.

(Ord. 1100, passed 7-6-04)

§ 16.03.260 "Y" DEFINITIONS.

YARD - An open space on a developed lot that, except as otherwise provided for in the Development Code, is unoccupied or unobstructed from the ground upwards, with the exception of ground-level open porches and patios or approved temporary structures.

YARD AREA - The area of yard on a given lot expressed in numbers of square feet.

YARD, FRONT - A yard extending across the full width of a lot, the depth of which is the minimum horizontal distance between the front lot line and a line parallel thereto on the lot, except that where there is an official plan line or a future street line, front yards will be measured from such official plan line or future street line and a line parallel thereto on the lot. On any existing flag lot, the FRONT YARD will include the area between the front lot line and a line parallel to the line dividing the lot from the street fronting parcel(s) (see Figure 5.2 below). With the exception of flag lots, any front yard requirement will be deemed to be met when the depth of the front yard provided at least equals the average of that established by existing buildings that occupy 50% or more of the lots within the same block and zone (see Figure 5-2 of this section).

YARD, REAR - A yard extending across the full width of a lot, having at no point a depth of less than the minimum required horizontal distance as measured from the part of the main building nearest the rear lot line towards the rear lot line, and such measurement will be along a line representing the shortest distance between said part of the main building and rear lot line. The required rear yard will be that portion of the rear yard contiguous to the rear lot line having at no point a depth less than that required for the rear yard. The area to the rear of the rear lot line of an interior triangular or gore-shaped lot will be considered a part of the required rear yard (see Figure 5-2 of this section).

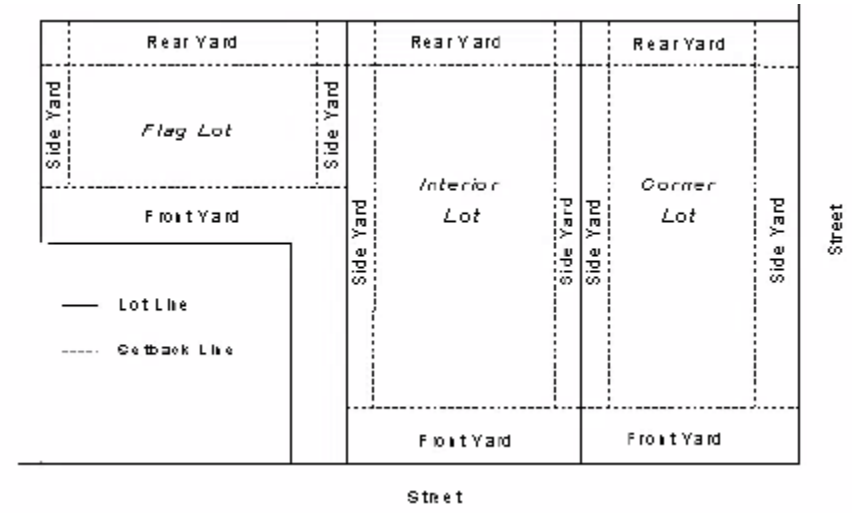


Figure 5-2

Required Yards

YARD, SIDE - A yard extending from the required front yard or the front lot line where no front yard is required, to the rear lot line, the width of which is the minimum horizontal distance between a side lot line and a line parallel thereto on the lot, except that where there is an official plan line or a future street line, side yards will be measured from such official plan line or future street line and a line parallel thereto on the lot (see Figure 5-2 of this section).

YARD SPACE, INTERIOR - That area on the lot behind the front setback line which is open from ground to sky and used as private open space except as otherwise permitted in the Development Code.

(Ord. 1100, passed 7-6-04)

§ 16.03.270 "Z" DEFINITIONS.

ZONE - A specifically delineated area or district within a municipality in which regulations and requirements uniformly govern the use placement, spacing, and size of land and buildings.

ZONING MAP - The map or maps that are a part of the Development Code and which delineate the boundaries of zones and designate each zone.

(Ord. 1100, passed 7-6-04)

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dale Goodman, Public Works Director

Subject: WATER RECYCLING FACILITY ON-CALL EMERGENCY SLUDGE HAULING AGREEMENT

Date: April 2, 2025

Agenda Item: 10.C

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a 3-year contract with Patriot Environmental Services for on-call emergency sludge hauling services at the City's Water Recycling Facility for an amount not to exceed $250,000.

BACKGROUND:

The Santa Paula Water Recycling Facility (WRF) entered service in 2010 and has been in continuous service since. Part of the treatment process involves solids handling using a screw press to dewater solids. The dewatered sludge must be disposed of per the requirements set forth in 40 CFR Part 503 of the Clean Water Act (CWA) and the National Pollutant Discharge Elimination System (NPDES) Permit.

ANALYSIS:

Under normal plant operations, solids from the aerobic digesters undergo final dewatering at the screw dewatering press before being transported off-site. However, in the event of a screw press failure sludge hauling services are necessary to prevent excessive sludge buildup, which can potentially lead to operational disruptions and non- compliance with NPDES permit requirements. There is no redundant dewatering process available at the WRF.

On January 23rd, 2025 City staff issued a Request for Qualifications (RFQ) seeking qualified contractors to provide statements of qualifications (SOQs) 24-hour, 7 days a week emergency sludge hauling on an as-needed basis. The selected contractor will be responsible for the removal, transportation, and legal disposal of non-dewatered sludge from the WRF when services are requested by the City.

The City advertised the RFQ and received responses from the following contractors:

- Patriot Environmental Services
- APA Trucking

- Regla Trucking

The criteria used for evaluating the submitted SOQs consisted of two weighted selection criteria: 50% based on qualifications and 50% based on rate schedule.

City staff recommends the proposal submitted by Patriot Environmental Services based on their past experience performing similar work at the WRF, strong qualifications, rates, and suitability of equipment. Patriot is a large environmental service provider that has worked with the City's WRF and served other similar organizations such as City of Port Hueneme, Ventura County Roads Department, and the Ojai Valley Sanitary District. The other two proposals did not include trucking rates suitable for this type of sludge handling. Staff finds that the rates submitted by Patriot Environmental Services are acceptable.

City staff have verified that Patriot Environmental Services is in good standing with the state, allowing them to conduct business in California. This verification ensures the contractor's credibility and compliance with necessary legal requirements.

STRATEGIC PLAN:

Infrastructure, Transportation & Mobility

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

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

FISCAL IMPACTS:

This project will be funded from the adopted FY 24/25 budget for the Sewer Enterprise Fund's. Future contracts will not exceed available budget.

Fund	CIP Project	Account Number
Sewer Enterprise	Water Recycling Facility - Operations and Maintenance	610-5-5063-228

Costs for on-call services at the WRF will be capped at a cumulative total of $250,000 over a three-year duration.

OPTIONS:

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

1. Do not authorize the City Manager to execute an on-call emergency sludge hauling contract with Patriot Environmental Services for services at the Water Recycling Facility. In the event of a screw press failure, the City would need to pursue an emergency purchase order to accommodate removal of sludge.

ATTACHMENTS:

Exhibit A - Maintenance Agreement_Patriot Environmental Services_On-Call Emergency

Services.pdf
Exhibit B - Regla Trucking Bid..pdf
Exhibit C - APA Trucking Bid..pdf

EXHIBIT A

On-Call Maintenance Services Agreement Between City of Santa Paula and Patriot Environmental Services

ON-CALL MAINTENANCE SERVICES AGREEMENT
BETWEEN
CITY OF SANTA PAULA
AND
PATRIOT ENVIRONMENTAL SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this 2nd day of April, 2025, 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 Patriot Environmental Services, Inc., a Corporation, with its principal place of business at 250 South Hallock Drive, Suite 200, Santa Paula, CA 93060 ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor 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. Contractor represents that it is experienced in providing biosolids hauling from the Water Recycling Facility (WRF) on an on-call basis to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of the City.

2.2 Project.

City desires to engage Contractor to render such professional services for the On-Call Emergency Sludge Hauling ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor 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 maintenance 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 2, 2025 to April 2, 2028, unless earlier terminated as provided herein. Contractor 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. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Hundred Fifty Thousand dollars and zero cents** ($**250,000.00**) over the course of three (3) years. Any compensation exceeding this amount will require written approval from the City Council. 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. Contractor shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Contractor. 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 Contractor's fees, the City shall give written notice to Contractor 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 Contractor. 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. Contractor shall not be reimbursed for any expenses unless authorized in writing by City and included in Exhibit "A" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3 Responsibilities of Contractor.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Contractor shall not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractors officers, employees or agents, except as set forth in this Agreement. Contractor 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. Contractor 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. Contractor shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services, if any, set forth in Exhibit "A" attached hereto and incorporated herein by reference. Contractor represents that it has the

professional and technical personnel required to perform the Services expeditiously. Upon request of City, Contractor shall provide a schedule of anticipated performance to complete the Services by dates set by City.

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

3.3.4 Substitution of Key Personnel. Contractor 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, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor 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: Ken Knibbs, President.

3.3.5 City's Representative. The City hereby designates Dale Goodman, 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 Contractor but not the authority to enlarge the Scope of Services or change the total compensation due to Contractor 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 Contractor's total compensation subject to the provisions contained in this Agreement. Contractor shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Contractor's Representative. Contractor hereby designates Ken Knibbs, President, or his/her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor'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. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, contractors and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Contractor represents that it, its employees and subcontractors 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. Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its

subcontractors 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 Contractor 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 Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor 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 Contractor ("Performance Milestones"). Contractor 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 Contractor 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 Contractor 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 Contractor 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. Contractor 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. Contractor 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; Contractor. Contractor 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 subcontractors and sub-subcontractors to comply with the same. Contractor 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. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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. Contractor 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, Contractor 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). Contractor 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 Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Contractor 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. Contractor 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 Contractor for delay in completing the Services caused by Contractor'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. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor 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. Contractor 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, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor 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 Contractor, 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, Contractor 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 Contractor'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 Contractor 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 Contractor; or (4) contain any other

exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Contractor 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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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 Contractor, 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, Contractor 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). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor 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 Contractor, 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 Contractor 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 Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Contractor 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 Contractor from liability in excess of such coverage, nor shall it limit the Contractor'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) Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subcontractors. Contractor shall include all subcontractors engaged in any work for Contractor relating to this Agreement as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors 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 subcontractor's policies. All policies of Commercial General Liability insurance provided by Contractor's subcontractors 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. Contractor shall not allow any subcontractor to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subcontractor's compliance with all insurance requirements under this Agreement, to the extent applicable. The Contractor shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Contractor 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, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor 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 Contractor'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 Contractor shall therefore comply with such Labor Code sections to the fullest extent required by law. Contractor 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 Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the Project and require

the same of any subcontractors.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor'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 Contractor or any subcontractor that affect Contractor's performance of services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor 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 Contractor or any subcontractor.

3.4.4 Labor Certification. By its signature hereunder, Contractor 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 Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor 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 Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor 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, Contractor 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 Contractor, its officials, officers, employees, subcontractors, contractors or agents in connection with the performance of the Contractor'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. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Contractor, the City, its officials, officers, employees, agents, or volunteers.

3.6.2 If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor'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, Contractor'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 Contractor, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault.

3.7 General Provisions.

3.7.1 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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 Contractors. Contractor 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 Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor may not provide the services through any independent contractor, subcontractor or subcontractor ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor 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. Contractor 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 Contractor to use a Subcontractor, Contractor 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 subcontractors 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:

Contractor:	Patriot Environmental Services, Inc. 1250 E. 23rd St. Signal Hill, CA 90755 ATTN: Ken Knibbs, President
City:	City of Santa Paula 970 Ventura Street Santa Paula, CA 93060 ATTN: Dale Goodman, Public Works Director

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

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor 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 Contractor on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Contractor 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 Contractor is entitled under the termination provisions of this Agreement, Contractor shall provide all Documents & Data to City upon payment of the undisputed amount. Contractor shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Contractor 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, Contractor shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subcontractors. Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design

professionals other than Contractor or its subcontractors, or those provided to Contractor 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 Contractor 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 Contractor's seal from the Documents & Data and indemnify and hold harmless Contractor 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. Contractor 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. Contractor shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Contractor, a party for whom the Contractor is legally responsible or liable, or anyone approved by the Contractor.

3.7.4.4 Indemnification. Contractor 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 Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor 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 Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor 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 Contractor'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 Contractor of its intention to release Proprietary Information. Contractor shall have five (5) working days after receipt of the release notice to give City written notice of Contractor's objection to the City's release of Proprietary Information. Contractor 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) Contractor 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, Contractor 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 Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor 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 Contractors. City reserves right to employ other contractors 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. Contractor 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. Contractor 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 Contractor include all personnel, employees, agents, and subcontractors

of Contractor, 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. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. **Contractor further agrees to file, or shall cause its employees or subcontractors 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. Contractor 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 FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND PATRIOT ENVIRONMENTAL SERVICES, 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:

_____
Monica Castillo
City Attorney

Attested By:

_____
Julie Latshaw
City Clerk

Patriot Environmental Services

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

By: _____

Its: _____

Printed Name: _____

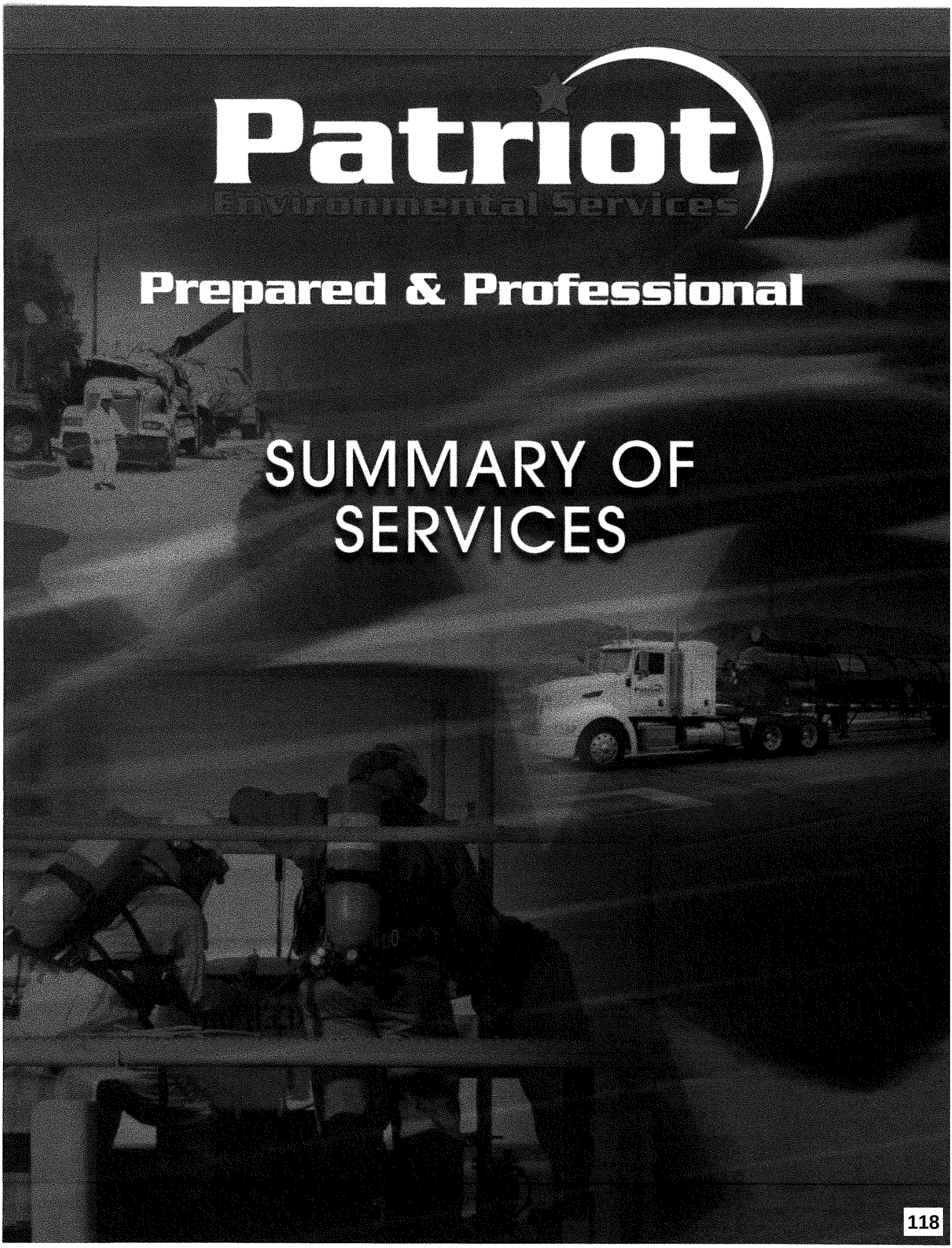
By: _____

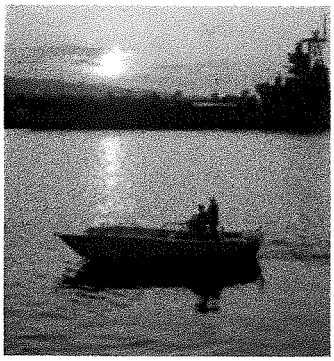
Its: _____

Printed Name: _____

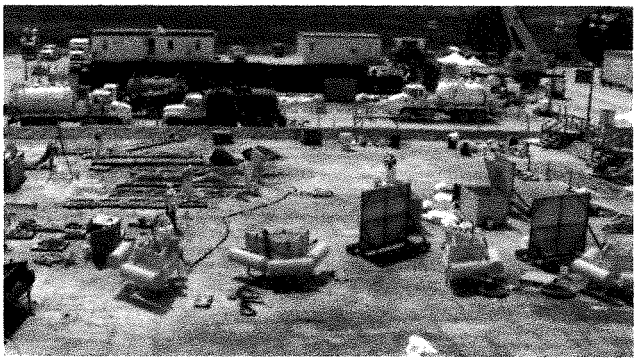
EXHIBIT "A"

SCOPE OF SERVICES & COMPENSATION


Patriot
Environmental Services
Prepared & Professional
SUMMARY OF SERVICES



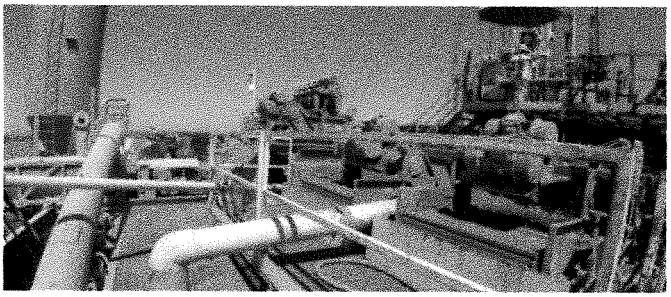










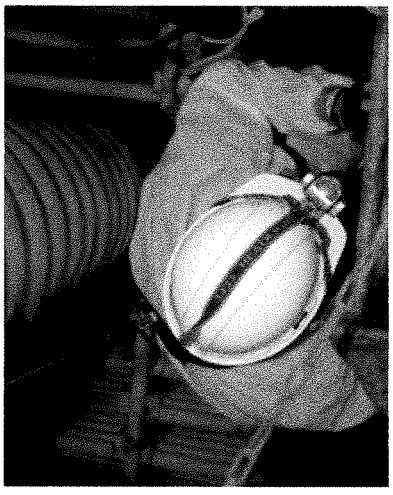


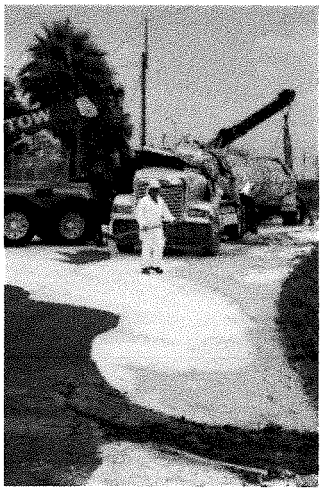












Patriot Environmental Services

Patriot Environmental Services is recognized nationally as a premier provider of emergency spill response and comprehensive environmental services. We accomplish this by strictly focusing on safe work performance and environmental compliance, as well as client and employee satisfaction.

We provide a broad array of vertically integrated environmental services so that we can meet any need that our clients may have. From emergency spill response to hazardous waste transportation to wastewater treatment, or from industrial cleaning to full facility closure and remediation, Patriot can do it all with our own internal resources, and do so while accomplishing every metric of success.

To accomplish Patriot's mission, we employ talented, reliable individuals with a broad range of extensive experience, and provide them with the necessary tools and technologies to meet client needs. Patriot will ensure that the services and techniques provided will be efficient and effective in any situation, on land or on the water.

Every client will receive the highest level of attention to your individual needs. Patriot's clients know that we are prepared, available, responsive, and reliable, no matter when or where we are called upon.

Patriot offers more than just another choice in full-service environmental contractors. Beyond providing reliable industrial and emergency response services at competitive rates, we offer insight and alternative solutions to our clients by combining the newest technology and resources available, all while incorporating the most stringent safety requirements in the industry. Our mission has always been "Prepared and Professional," words we adhere to continuously. As a company, we are 100% committed to our industry and look forward to working with you on upcoming projects.

Our Impact

Patriot was founded in 2002 on a simple premise: gather and combine the knowledge of the best leaders in our field and provide the industry with a first-rate alternate resource for services. Over a decade later, with branches throughout California and into Nevada and ongoing expansion into additional states, Patriot remains absolutely committed to this mission. We have earned a respected reputation within our region and have provided our services nationwide during national disasters. We are proud to continue to offer a positive impact to our local area as well as remaining available to assist our neighbors throughout the nation.

The Right Choice For The Right Reasons

Patriot will arrive professionally prepared with the safest, most effective and efficient solution to each task under all conditions. We work daily in our industry and respond 24 hours per day, 365 days per year to the needs of each client. Patriot remains steadfast in our attention to detail while aligning ourselves with the goals and safety commitment of all of our clients.

We continue to deliver comprehensive, cost-effective, and safety-driven solutions even under the most challenging conditions. Patriot ensures its clients are prepared for virtually all spill response eventualities and other environmental-related needs and responds swiftly and effectively whenever and wherever emergencies occur. We lead the industry in exceeding the most current health and safety requirements, operating policies and procedures, participating in PICS, ISNetworld, NCMS, and ASAP assessing and auditing programs.



Patriot
Environmental Services

Patriot Environmental Services

Overview of Services

Patriot has built a solid reputation industry-wide and has helped the regulated community make practical sense of environmental compliance and cleanup requirements. Today, with our wide array of vertically integrated environmental services, private and public sector clients consistently turn to us for our proven ability to implement responsible cleanup programs and environmental management strategies. Patriot's reputation is backed up by a team of dedicated and highly experienced managers, field staff, and response specialists. Patriot's services include:



- Emergency Response
- OSRO Coverage
- Industrial Cleaning
- Oilfield & Drilling Rig Services
- Waste Management & Transportation
- Wastewater Treatment & Disposal
- Demolition & Remediation
- Hydro Excavation
- Confined Space Entry & Rescue
- Safety Training & Consulting

Licenses & Certifications

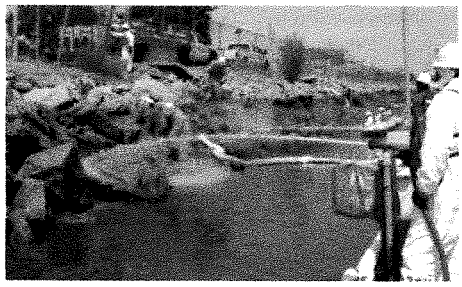
Patriot works in heavily regulated industries. To this end, Patriot is required to maintain licenses and permits with a wide variety of governing and regulatory agencies. The following is a list of the major licenses and permits as well as the associated reference numbers:

- Federal Tax ID: 95-3894635
- CA Corporation No.: D1219133
- CA State Contractors License: 809990 (Class A & Haz)
- NV State Contractors License: 0059799 (Class A & UST Tanks)
- AZ State Contractors License: ROC 300030 (Class A)
- UT State Contractors License: pending
- LA State Contractors License: 44718 (Commercial & Haz)
- MS State Contractors License: 18452-SC
- AL State Contractors License: 46203
- EPA ID No.: CAD 053866794
- DTSC Waste Hauler No.: 0335
- CHP License No.: 51873
- DMV Motor Carrier: CA-00772
- Federal DOT No.: 194055
- CA DFG-OSPR Oil Spill Plan: T5-19-1589
- USCG Mobile Facility Response Plan: USCG Approved
- USCG "M" Rated OSRO: 146
- CA DFG-OSPR Rated OSRO: DFG-OSPR Designated
- CA DHS Trauma Scene Practitioner: 143
- CA DHS Medical Waste Hauler: 0335
- OSHA Excavating/Trenching Permit No.: 430396
- SCAQMD 1166 Permit Plan No.: 458868
- LA County Sanitation Hauler Permit: 060

Emergency Response

Patriot's personnel are highly skilled and experienced in major crisis management in all phases including command, assessment, planning, documentation, logistics, operations, and health and safety. Following Federal and State regulatory requirements, we are held to the highest standards of spill response and we pride ourselves in our unparalleled ability to respond quickly to incidents in the areas where we provide immediate emergency services.

Emergency Response — Marine Spill Response & Support



Patriot maintains a fleet of industry-designed vessels equipped with the latest in communication and navigational electronics. These highly specialized resources are maintained by thorough, daily equipment and vessel inspections. Ongoing safety training, on-water boom deployment, and response strategy assessments assure each client immediate and reliable response to any and all emergencies, 24 hours per day, 365 days per year.



- 24-hour response for oil, chemical and other marine hazmat spills
- U.S. Coast Guard-approved Basic Ordering Agreement (BOA) contractor
- U.S. Coast Guard Oil Spill Removal Organization (OSRO)-rated contractor
- California Office of Spill Prevention & Response (OSPR) Oil Spill Response Organization (OSRO)-rated contractor
- NOAA Environmental Response Management Application (ERMA)-trained personnel
- Derelict Vessel response
- Incident Command System (ICS)-certified personnel and utilization of ICS documentation and support during incidents
- HAZWOPER and specialized response trained personnel
- Response contracts to meet state and federal requirements
- Standby services to meet state and federal AMPD and shoreline protection requirements
- Spill response equipment and site decontamination
- Support vessels, tugs, and tank barges for temporary storage
- Custom-tailored tabletop drills and equipment deployment exercises

Emergency Response — Land Emergency Response



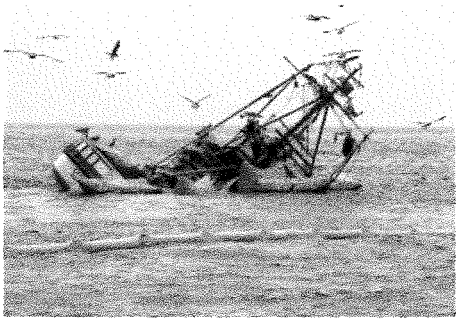


Patriot is responsible for training, coordinating, and dispatching personnel and equipment immediately, 24 hours per day, 365 days per year. All responders maintain a state of constant readiness with fully-equipped and maintained response vehicles, thereby reducing response time to an incident. Trained to safely and quickly respond while reacting to all aspects of an incident, we respond, manage, document, and mitigate an incident from the time we receive notification.

- Hazardous materials spill response
- Non-hazardous spill response
- PCB spill response
- Residential/commercial fuel spill
- Bio-hazard response
- Trauma scene cleanup
- Natural disaster response and services
- Aviation incident emergency response
- Medical facility response
- Train derailment
- Transformer spill response
- Tanker truck rollover response and transfer
- Pipeline release response

Emergency Response — Catastrophic Disaster Response







Man-made or natural disasters are one large event that often contain multiple incidents, each with its own unique challenges and hazards. Patriot's combined experience in all aspects of catastrophic disaster response allows for mitigation of each individual incident while simultaneously managing the overall disaster. Our experience and understanding of the Incident Command System (ICS) and "cross-platform" response methodology enables a coordinated response among various jurisdictions and functional agencies, both public and private.

- Pre-incident staging of response personnel and equipment
- Hazardous material and waste removal and profiling
- Debris management
- Demolition
- Remediation
- State-of-the-art incident command vehicles and support trailers
- Mobile power and communication systems
- Mass Casualty incident response
- ICS and FEMA-trained personnel
- Logistical support services

Emergency Response — Decontamination Services





Patriot has built a solid reputation as the leading decontamination expert in our industry, authoring volumes of manuals and videos documenting proper procedures and safety requirements. From moving the assets, deconstructing, documenting, choosing the proper products and procedures, reconstructing, then delivering, Patriot has surpassed all competitors. Having constructed and managed the largest pads and decontamination pools in the world, clients understand the value in turning over and entrusting expensive assets to the right hands.

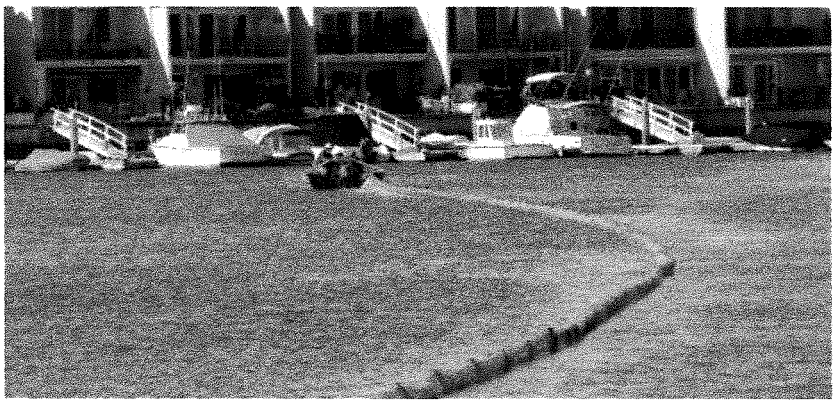
- Response equipment to handle any size and type of decon project
- Vessels (3 meters to 80 meters)
- Over-the-water transfers
- Facility decontamination
- Confined-space entry and rescue
- Heavy equipment and machinery
- Resource and Recovery Act (RCRA) compliance
- Toxic Substances Control Act (TSCA) compliance
- Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) compliance
- Real estate decontamination

OSRO Coverage









Patriot is an approved and rated Oil Spill Removal Organization (OSRO) with the U.S. Coast Guard and an Oil Spill Response Organization (OSRO) with the California Department of Fish & Wildlife — Office of Spill Prevention & Response (OSPR). Our OSRO rating with OSPR includes the new "Inland" and "Inland On-Water" ratings in addition to our previous "Marine" designation — Patriot was the first contractor in the state of California to have its rating successfully revised to meet this new inland regulation.



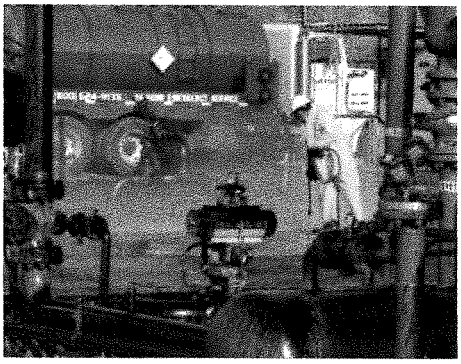
As part of our service lines, Patriot's OSRO Retainer Program allows our clients to benefit from the combined years of experience and expertise in spill response, extensive labor force, and the large quantity of strategically placed response assets. Patriot takes a hands-on approach and comprehensive review of our clients' current contingency and spill response plans.

Deployment and tabletop exercises, unified assessment training, visual verification of job site infrastructure and adjacent environmentally and/or economically sensitive sites assures seamless integration and confidence prior to or during an incident. Dedicated to preventive planning, Patriot remains steadfast in our continued effort to bring innovation and interactivity to minimize a client's risks and exposure from a safety, environmental, and economic impact viewpoint.

- U.S. Coast Guard and CA OSPR-rated OSRO
- CA ACP Areas 2, 4, 5, and 6
- Marine facilities & fuel docks
- Oil production & other land-based petroleum product facilities
- Standby services to meet state and federal AMPD and shoreline protection requirements
- Incident Command System (ICS)-certified and trained personnel
- Contingency plan review
- Near-shore, shoreline, and inland boom deployment capabilities
- Standby services for bunkering and over-the-water transfers
- Custom-tailored tabletop exercises

Industrial Cleaning





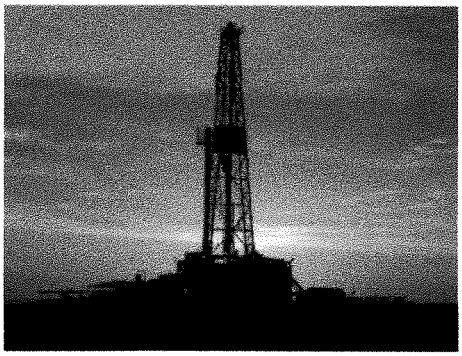


At Patriot, we provide our clients with high-quality, comprehensive industrial cleaning and related services. From routine pressure washing to complex tank cleaning and facility decontamination, Patriot has skilled employees and state-of-the-art equipment to handle any industrial cleaning requirement.

Patriot owns, maintains and operates the equipment necessary for industrial cleaning services and employs the professional personnel to safely and efficiently complete client tasks while minimizing impact on day-to-day operations.

- Industrial pressure washing
- Bead and grit blasting
- Hydro-blasting and hydro-cutting up to 40,000 psi
- Hydro excavation (hydrovac) services
- Boiler and reactor vessel cleaning
- Waste management and transportation
- Vacuum truck services
- Tank cleaning
- API separator cleaning
- Sumps, pits and clarifiers
- Confined-space certified personnel

Oilfield & Drilling Rig Services





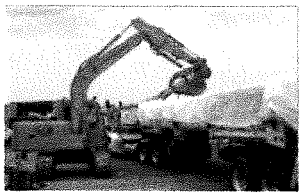
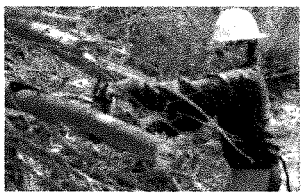
Patriot can assist with regular, scheduled maintenance and disposal services as well as special one-time events. As with other industry sectors, virtually all of Patriot's industrial cleaning services are applicable to the upstream oil sector.

Pit, tank, and rig cleaning services are performed daily in the "oil patch." Additionally, technical aspects of waste packaging and disposal coordination are our specialty, and Patriot's fleet of bins, transportation vehicles, and stainless steel and black iron vacuum trucks are ready to provide support.

Patriot also provides specific services for drilling rig operations with the goal of minimizing waste streams and increasing the efficiency of waste management, both of which decrease overall costs. As part of this effort, we have developed a waste solidification process for drilling muds and drill cuttings that employs a specially-designed pug mill that is utilized alongside active drilling operations.

- Industrial cleaning services
- Pressure washing and pit mucking
- Tank and pressure vessel cleaning
- Drilling waste solidification, waste minimization, and waste management
- Hazardous and non-hazardous waste
- Pug Mill
- Waste consolidation/minimization
- Drilling mud tanks
- Transportation, recycling and disposal
- Roll-off trucks – single and double
- Rocket launchers
- 10/20/30/40-yard roll-off bins
- 50/70/120 bbl vacuum trucks
- Portable storage tanks

Waste Management & Transportation

Patriot combines extensive experience in emergency response with all facets of disaster recovery, including waste and debris management, collection, reduction, recycling, mitigation, and disposal from regularly-scheduled services, special one-time events or natural disasters. We are experienced in dealing with complex waste streams that, combined with our Hazmat training, allowed efficient operations during national disasters Hurricane Sandy and Hurricane Katrina, as well as various wildfires and floods throughout California.

Patriot's extensive experience, our proven expertise in dealing with complex waste streams, and our rapid response and completion make us the right choice for projects requiring professional waste management services.

- Hazcat – hazardous waste characterization services
- Waste analysis, profiling & manifesting services
- Waste consolidation & minimization
- AQMD Rule 1166 soil vapor monitoring & disposal services
- Trauma scene waste management
- Hazardous waste recycling & disposal
- Photographic and electronic documentation
- Lab packing services
- Roll-off trucks – single & double, rocket launchers, and vacuum trucks – 70 & 110 bbl, stainless and black iron, and portable storage tanks
- Facilitation/coordination with key state and federal agencies to ensure plan compliancy & coordination
- Management of private property debris removal (PDR) / demolition planning operations
- Catastrophic debris management
- Identification and permitting of temporary debris storage and reduction sites
- Construction and Demolition (C&D)
- Household hazardous waste (HHW)
- Electronic debris & e-waste

Wastewater Treatment & Disposal

Patriot WasteWater

Launched in 2015, Patriot WasteWater has fixed water treatment facilities that provide non-hazardous wastewater treatment and disposal services. Conveniently located near major freeways with the ability to service all of Southern California, we have the ability to offload your waste quickly and get your drivers back on the road.

Patriot WasteWater is dedicated to providing the highest standard of environmental compliance and our treatment process surpasses county, state, and federal regulations.

Patriot WasteWater has the ability to process numerous types of waste streams, but to ensure full environmental compliance, Patriot WasteWater will only accept waste streams which are accompanied by analytical profiles from a state approved lab.



Why Use Patriot WasteWater?

- Fast offloading times
- Batch treatment ensures no mixing of waste streams
- Turnkey transportation and disposal service
- Large disposal capacity
- Convenient access to major freeways



- Onsite lab (non-certified lab for profile certification only)
- 24/7/365 service available

Accepted Wastes

- Industrial Wastes with Metals
- Utility & Construction Waste
- Oily Water
- Oilfield Wastewater

Patriot Wastewater also offers vacuum truck and transportation services to provide our customers with a "one stop shop" service!

For more information, please visit patriotwastewater.com or call 714.921.4545

Demolition & Remediation Services





Since our inception, Patriot Environmental Services has provided front-end emergency spill response and a multitude of environmental and hazardous waste services offerings. Yet in our early days, we would often leave the long-term clean-up to others.

Patriot now offers both back-end remediation for spill sites as well as the full array of demolition and site clean-up services associated with long-term, preplanned remedial activities. All of this is grouped into our Remediation Services business line. These services are an excellent complement to the rest of Patriot's offerings, as we have the equipment and expertise to support virtually any type of remediation project.

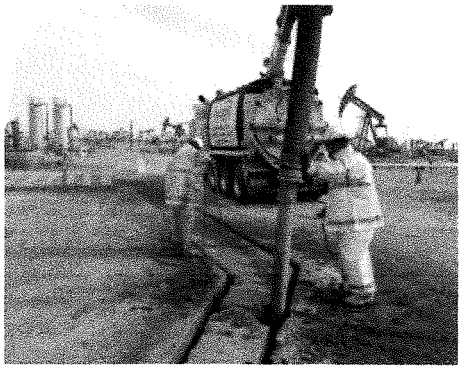
These services make it much easier for our clients to accomplish their site clean-up goals because they no longer need to seek out multiple firms to accomplish a variety of tasks. Patriot can do it all under one roof. Give us a contaminated site with all manners of abandoned structures filled with hazardous industrial chemicals and waste and we'll give you back a pad of clean dirt ready for redevelopment.

- Decommissioning and decontamination
- Aboveground and belowground demolition
- Soil remediation and groundwater treatment
- In-situ and ex-situ treatment options
- SVE/GETS system installation
- Dig and haul
- Full facility closure
- All supporting equipment such as trucks, bins, vacuum trucks, and industrial cleaning equipment
- AQMD Rule 1166 soil vapor monitoring

Hydro Excavation Services

In many cases, conventional methods for soil removal with a large excavator, or even a small backhoe, is impractical or even unsafe. The project may call for exposing pipelines or other utilities, or perhaps the soil to be removed is in a very tight space that does not allow for large equipment to be utilized, or maybe there are just too many unknowns beneath the ground surface. For those circumstances, Patriot has a fleet of hydro excavation vehicles and support equipment to provide safe, pinpoint excavation services for a variety of purposes.

Hydro excavation, which is also referred to as "hydrovac excavation" or "daylighting," is a safe method of surgical excavation that uses both high-pressure water to break up soil and a powerful vacuum to perform the excavation. When applicable, hydro excavation greatly enhances workplace safety and excavation efficiency.





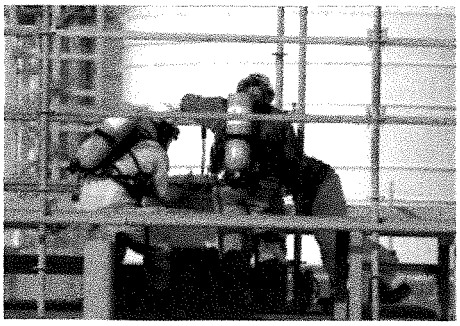
Services

- Exposing pipelines and utilities
- Surgical excavation
- Targeted remediation
- Potholing, trenching and sloping
- Shoring and piling installation
- Exploratory slot trenching
- Piling installation

Industries Served

- Oil & Gas
- Power & Utility
- Commercial Construction
- Municipal
- Transportation
- Engineering & Geotechnical

Confined Space Entry & Rescue





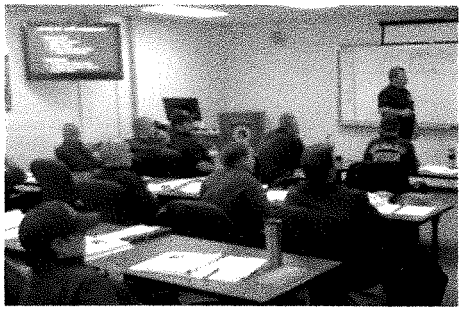
Patriot's Confined Space Entry & Rescue Teams provide an economical alternative to providing safety equipment and personnel to our valued clients. Not only are our crews trained to make their own confined space entry for our own work, but we also have trained and certified confined space rescue teams that can be hired by other companies in order to perform stand-by rescue services for their confined space work.

Our teams have extensive experience in supervision, entry, and standby during confined space cleaning and/or inspection of boilers, sewers, tanks, and process vessels. Our rescue teams utilize NFPA (National Fire Protection Association)-approved rescue equipment and are trained and experienced in IDLH atmospheres (immediately dangerous to life and health).

Patriot's professional service crews are 40-hour HAZWOPER trained and certified in confined space entry and rescue procedures in accordance with OSHA CFR 1910.120, CFR 1910.146 and Title 8 CCR 5156-5158. In addition, all confined space rescue technicians receive bi-annual rescue training and hold a valid First Aid/CPR card.

- Tank cleaning
- Ship and barge cleaning and decontamination
- Utility and communication vaults
- Storm drains
- Atmospheric monitoring
- Ventilation
- Planning and compliance
- Vertical and horizontal rescue
- High and low-angle rescue
- First Aid, CPR and blood-borne pathogens training
- Supplied air carts and self-contained breathing apparatus (SCBA)
- Tripods and davit arms

Safety Training & Consulting



Patriot continues its commitment to the unsurpassed safety of our employees, customers, and environment.

Our Health and Safety training professionals provide both practical as well as theoretical training to ensure our employees receive accredited training that surpasses industry standards and compliance.

Health and Safety training is an essential core aspect of our ongoing operations providing our clients with task specific personnel. Patriot has the ability to provide this training to other companies as well.

- Regulatory compliance
- Safety protocol
- Safety planning/crisis communication
- Critical incidents response training
- Situation awareness training
- ISNetworld participation
- PICS auditing participation
- NCMS random drug & alcohol
- LACC drug testing pool
- Spill preparedness and response
- Asset inspection and compliance
- Tactical response planning
- Incident Command System (ICS) training
- Business continuity of operations
- Confined space operations/rescue
- Equipment operation certification
- Competence training for excavation and trenching
- Occupational injury management
- Hazard identification and mitigation
- Eliminating liability exposures

Patriot Environmental Services

Prepared & Professional

Corporate Headquarters

Long Beach
Main: 562.436.2614
Fax: 562.436.2688

Office Location
1250 23rd Street
Signal Hill, CA 90755

Mailing Address
P.O. Box 1091
Long Beach, CA 90801

24-hour Emergency Response
800.624.9136

Regional Offices

Bakersfield
Main: 661.414.9075
Fax: 661.393.7367
Administrative Office
969 Carrier Parkway Avenue
Bakersfield, CA 93308
Field Office & Yard
11006 S. Enos Lane
Bakersfield, CA 93314

Washington
2444 Robertson Drive
Richland, WA 99354
Main: 509.981.9757

Inland Empire
Main: 909.786.2934
Fax: 909.923.1035
2151 E. Philadelphia Street
Ontario, CA 91761

Las Vegas
Main: 702.566.6636
647 Cape Horn Drive
Henderson, NV 89011

Phoenix
Phone: 702.566.6636
Administrative Office
1745 W. Buchanan Street
Phoenix, AZ 85007
Field Office & Yard
320 S. 19th Ave
Phoenix, CA 85009

Richmond
Main: 562.436.2614
Administrative Office
4175 Lakeside Drive
Suite #160
Richmond, CA 94806
Field Office & Yard
255 Parr Blvd.
Richmond, CA 94801

Sacramento
Main: 562.436.2614
3318 Howard Ave
Building #338
Suites 170 & 180
McClellan, CA 95652

San Diego
Main: 619.449.9014
Fax: 619.296.1774
197 Vernon Way
El Cajon, CA 92020

Santa Clarita
Main: 661.287.3737
Fax: 661.287.3998
3628 Smith Avenue
Acton, CA 91350

Ventura
Main: 805.921.1112
Fax: 805.921.0400
250 S. Hallock Drive
Suite 200
Santa Paula, CA 93060

Patriot WasteWater

Anaheim, California
2840 E. Miraloma Avenue
Anaheim, CA 92806
Main: 714.790.9196

Orange, California
314 W. Freedom Avenue
Orange, CA 92865
Main: 714.921.4545
24 hr Dispatch: 855.666.4299

Bakersfield, California
19421 Creek Road
Bakersfield, CA 93314
Main: 661.534.9762
24 hr Dispatch: 855.666.4299

Portland, Oregon
4927 NW Front Ave.
Portland, OR 97210
Main: 503.261.9800
24 hr Dispatch:
855.666.4299

© Patriot Environmental Services, Inc.

Patriot Environmental Services

www.patriotenvironmental.com

24 Hour Emergency Response Line

(800) 624-9136

CORPORATE HEADQUARTERS

1250 E. 23rd St

Signal Hill, CA 90755

(562) 436-2614

CA REGIONAL LOCATIONS

San Diego — Long Beach/Los Angeles

Ontario — Santa Clarita

Ventura/Santa Paula

Bakersfield — Fresno

Richmond — Sacramento

NV REGIONAL LOCATIONS

Las Vegas — Reno

AZ REGIONAL LOCATIONS

Phoenix

OREGON REGIONAL LOCATION

Portland

WASHINGTON REGIONAL LOCATION

Richland

Tacoma

COLORADO REGIONAL LOCATION

Denver

UTAH REGIONAL LOCATION

Salt Lake City

"Prepared and Professional"

premier provider of comprehensive environmental services in the southwestern United States to accomplish Patriots' mission we employ talented, reliable individuals with extensive and broad-ranged experiences, and provide them with the tools and technology necessary to meet client needs. Patriot will ensure that the services and technique provided will be efficient and effective in any situation, on land or on the water. Every client will receive the highest-level attention to his or her individual needs. Patriot's clients know that the company is prepared, available, and reliable ... no matter when or where we are called upon.

Patriot Environmental Services
A Crystal Clean Company

RAPID RESPONSE FEE SCHEDULE

January 1, 2025

Customer Class Code: 00.0124.01

Surcharge fee of 15% shall be applied to all invoices and subject to both labor and materials less taxes.

PERSONNEL

LABOR		STRAIGHT TIME	OVERTIME	PREMIUM TIME
CODE	DESCRIPTION	PER HOUR	PER HOUR	PER HOUR
SP	Senior Project Manager	234.95	271.75	310.50
PM	Project Manager	194.25	233.00	271.75
CH	Chemist / Industrial Hygenist	194.25	233.00	271.75
HS	Health & Safety Manager	155.50	194.25	233.00
AM	Assistant Project Manager	155.50	194.25	233.00
HM	Hazardous Material Specialist	116.75	175.00	227.50
FS	Field Supervisor	116.75	175.00	227.50
HT	Hazardous Material Technician	100.75	152.00	200.50
SF	Site Foreman	93.00	140.00	186.75
CR	Confined Space Rescue Technician	93.00	140.00	186.75
EO	Equipment Operator	93.00	140.00	186.75
UL	Union Labor	93.00	140.00	186.75
TD	Truck Driver	85.75	127.75	171.00
VO	Vessel Operator	85.75	127.75	171.00
TE	Technician	77.75	117.00	155.50

Minimum call out is 4 hours per person.

Straight Time - Monday through Friday from 0700-1500, including chargeable 1/2 hour meal break.

Overtime - All other hours Monday through Friday (up to 12 consecutive working hours) and the 1st 8 hours on Saturday.

Premium Time - After 12 consecutive working hours Monday through Friday, all subsequent hours on Saturday and all hours on Sunday & Holidays.

Billing Rate in effect until a minimum 6 hour break is provided.

Rate categories apply to personnel working during specified time of day regardless of the number of hours worked for the Client on that particular day.

Notes:

1. *Minimum call out for out of area projects is 8 hours per person.*
2. *Personnel time charges begin with equipment and personnel mobilization at the time of the call out. Time charges terminate at the conclusion of the operation, which includes transportation back to Patriot Environmental Operations Center and any necessary decontamination and/or repair of equipment. Personnel are charged in half-hour increments.*
3. *Outside services for any incidental costs for all emergency response personnel are charged at cost plus 20%. Per diem charges for meals are $60.00 per person per day. Crew lodging rates are $175.00 per person per day. For some areas, higher rates may apply.*
4. *Surcharges may apply to cover unanticipated costs resulting from circumstances beyond the control of Patriot.*
5. *Commercial transportation for Patriot employees will be reimbursed at Patriot cost plus twenty (20%).*
6. *Services shall be performed by employees of Patriot, or its subcontractors who will be controlled and under the sole authority of Patriot, and who will be compensated for performance of the services directly by Patriot under the terms and conditions of their agreements with Patriot. Patriot will be responsible for the qualification of any subcontractors used to perform services on behalf of client. Client will be billed for services by Patriot's subcontractors at the greater of the rates listed in the Patriot Fee Schedule of Services or the cost of the subcontractor's services plus an administrative charge of twenty percent (20%) of the cost of these services. Subcontractors' services will be listed on the Patriot Daily Work Report. Client agrees not to contact Patriot's subcontractors, directly or indirectly (including through agents), to attempt to secure the subcontractor's services for work to complete the Services, except through Patriot, or to seek to induce the Subcontractors to violate the terms of their agreements with Patriot.*
7. *Surcharge fee of 15% shall be applied to all invoices and subject to both labor and materials less taxes.*

EQUIPMENT

Patriot Environmental Services
A Crystal Clean Company

DESCRIPTION	ITEM NUMBER	UNIT	RATE
MARINE RESPONSE EQUIPMENT			
Contractor Boom, up to 8" x 12"	2002	Per Foot/ By Day	4.60
Boom Anchor Set	2004	Day	73.80
Hull Magnets	2006	Day	73.80
Disc Skimmer w/Power Pack	2010	Hour	368.50
Elastec Magnum 4-Drum Skimmer w/Power Pack	2012	Hour	502.50
Skimpak	2014	Hour	87.15
Response Vessel, 30 - 34'	2016	Hour	315.00
Response Vessel, 25' - 29'	2018	Hour	247.80
Response Vessel, 15' - 24'	2020	Hour	201.76
Skiffs w/Outboard, 14' or less	2022	Hour	87.15
Skiffs w/o Outboard, 14' or less	2024	Hour	47.00
Water-Gate Underflow Dam, 28" X 25'	2025	Day	270.00
**The above items are subject to a "stand by rate" equal to 1/2 the operating rate			
EXCAVATION EQUIPMENT			
Backhoe	2052	Hour	147.80
Backhoe Attachment	2054	Day	341.50
Skidsteer Loader / Bobcat	2056	Hour	124.75
Skidsteer Loader Attachment	2058	Day	232.75
Excavator, Mini	2060	Hour	124.75
Excavator, up to 45,000 lb	2062	Hour	271.95
Excavator, 45,000 lb and up	2064	Hour	326.25
Excavator Attachment	2066	Day	1009.00
Loader, 3 Yard Bucket	2068	Hour	233.00
Loader, 5 Yard Bucket	2070	Hour	272.00
Heavy Equipment Delivery/Pickup	2072	Hour	233.00
RESPONSE AND SUPPORT TRAILERS			
30' Command Center	2102	Day	775.95
Mobile Incident Command Center	2104	Day	1551.00
Confined Space Rescue Equipment Box	2106	Day	504.00
Emergency Response Logistics Trailer, 48'-53'	2108	Day	698.25
Emergency Response Trailer, 24' or less	2110	Day	504.00
Flatbed Trailer, up to 48'	2112	Day	388.00
ATV Trailer	2114	Day	194.00
Boom & Skiff Trailer	2116	Day	155.00
Spray Trailer w/ 200 Gallon Tank	2118	Day	155.00
HEAVY DUTY SUPPORT UNITS			
120 Barrel Black Iron Vacuum Tanker	2152	Hour	54.50
120 Barrel Stainless Steel Vacuum Tanker	2154	Hour	61.95
35 - 70 Barrel Black Iron Vacuum Truck	2156	Hour	63.00
35 - 70 Barrel Stainless Steel Vacuum	2158	Hour	71.75
Roll-Off Truck, Single Bin	2160	Hour	54.50
Roll-Off Truck, Double Bin	2162	Hour	5.25
Rocket Launcher	2164	Hour	61.95
Heavy Duty Tractor	2166	Hour	61.95
End Dump	2168	Hour	85.85
Hydro Excavation Unit	2170	Hour	286.75
Vactor/Jetter Combo Unit	2172	Hour	286.75

EQUIPMENT

Patriot Environmental Services
A Crystal Clean Company

DESCRIPTION	ITEM NUMBER	UNIT	RATE
Guzzler/Air Mover Unit	2174	Hour	286.75
Crane Truck, 10 - 18 Ton	2176	Hour	194.00
Dump Truck, up to 10 yard	2178	Hour	155.00
Water Truck, up to 3,000 gallons	2180	Hour	171.00
TRUCKS/VEHICLES			
Gear Truck, Less Than 1 ton	2202	Hour	31.25
Gear Truck, 1 Ton - 3 Ton	2204	Hour	38.85
Gear Truck, 3 Ton - 5 Ton	2206	Hour	46.50
Box Truck, ER Equipped	2208	Hour	77.75
15 Passenger Personnel Support Van	2210	Hour	44.00
All Terrain Vehicle	2212	Day	465.00
Utility All Terrain Vehicle	2214	Day	543.00
SUPPORT EQUIPMENT			
Air Compressor, 100-385 CFM	2252	Day	363.50
Copus Blower, CP-20	2254	Day	248.25
Horn Blower, Venturi	2256	Day	256.50
Mity-Mite Blower, Trailer Mount	2258	Day	1209.00
Pressure Washer, 3,000 PSI - Single Unit	2260	Hour	61.95
Pressure Washer, 3,000 PSI - Double Unit	2262	Hour	85.85
Hydroblaster, 10K	2264	Hour	171.00
Hydroblaster, 20K	2266	Hour	233.00
Hydroblaster, 36K	2268	Hour	310.25
Hydroblaster Attachments	2270	Day	233.00
Mini Guzzler, Trailer Mounted	2272	Hour	117.00
Mini Jetter, Trailer Mounted	2274	Hour	117.00
Mini Roll Off Trailer, Trailer Mounted	2276	Hour	46.25
2" Pump, Petroleum and Chemical	2278	Day	341.50
3" Pump, Petroleum and Chemical	2280	Day	388.25
4" Pump, Petroleum and Chemical	2282	Day	504.50
6" Pump, Petroleum and Chemical	2284	Day	775.75
2"-4" Pump Hose	2286	Foot	2.65
Vactor Flex Hose, 6"	2288	Foot	4.75
Drum-Mount Vacuum	2290	Day	194.00
Truck Ramp / Deck Plate	2292	Day	310.25
Drum Dolly	2294	Day	54.50
Chain Saw	2296	Day	85.85
Sawzall	2298	Day	117.00
Weed Wacker	2300	Day	101.50
Lawnmower	2302	Day	117.00
Hand Tools (rake, shovel, broom, squeegee, scraper, Seals)	2304	Day	15.75
Ladder, A-Frame and Extension	2306	Day	15.75
Chipping Gun, Pneumatic	2308	Day	65.75
Light Tower	2310	Day	442.00
Demolition Torch	2312	Day	504.50
Cut-Off Saw	2314	Day	194.00
Personnel Decon Station	2316	Day	388.25
Decontamination Pool, 10' x 50'	2318	Day	388.25
Decontamination Pool, 100' x 20'	2320	Day	1009.00
Forklift, 6k - 10k	2322	Day	434.50

EQUIPMENT

Patriot Environmental Services
A Crystal Clean Company

DESCRIPTION	ITEM NUMBER	UNIT	RATE
Generator, 4 to 7.5 kW	2324	Day	178.50
Jackhammer	2326	Day	349.00
Portable Light, Explosion Proof	2328	Day	78.00
Manlift, up to 60' Boom	2330	Day	1163.75
Manlift, 61'-100' Boom	2332	Day	1706.50
Tanker Rollover Kit	2334	Day	775.75
Pressure Gauge Kit	2336	Day	388.25
TEMPORARY STORAGE EQUIPMENT			
Roll-Off Bin, 10-40 Cubic Yard	2402	Day	38.85
Storage Tank, 21,000 Gallon	2404	Day	85.85
Storage Tank Containment	2406	Day	46.50
Storage Tank, 6500 Gallon Poly	2408	Day	81.00
Storage Bladder, 126,000 Gallon	2410	Each	See Below 9
Storage Bladder, 42,000 Gallon	2412	Each	See Below 9
Storage Bladder, 21,000 Gallon	2413	Each	See Below 9
Tote Tank, 550 Gallon Stainless Steel	2414	Day	117.00
Tote Tank, 300 Gallon Plastic	2416	Day	109.00
Salvage Cylinder/Coffin	2418	Day	3723.00
COMMUNICATION EQUIPMENT			
Aerial Drone Camera	2452	Day	698.25
Satellite Phone	2454	Day	621.00
Radio, UHF or VHF	2456	Day	77.75
Radio, Explosion Proof	2458	Day	116.25
SAFETY EQUIPMENT			
Level A Personal Protective Gear	2502	Day	2172.25
FRC Chemical/Acid Suit, 1-Piece	2504	Day	233.25
Fire Turnout Suits w/ Boots	2506	Day	465.75
Chest/Hip Waders	2508	Day	116.25
Emergency Egress Bottle/Five Minute Escape Pack	2510	Day	78.00
Eyewash Station	2512	Day	54.50
Full Face Respirator	2514	Day	54.50
Harness/Lanyard	2516	Day	31.25
Drager Pump	2518	Day	209.75
LEL/O2/H2S/CO Meter	2520	Day	349.00
LEL/O2/H2S/CO/PID Meter	2522	Day	388.25
H2S Clip	2524	Day	31.25
Supplied Air System	2526	Day	543.25
Mercury Meter - Lumex Meter	2528	Day	1241.00
Mercury Meter - Jerome Meter	2530	Day	775.75
Mercury Vacuum/Hepa Vacuum	2532	Day	1009.00
Chlorine Emergency Kit "A"	2534	Day	1357.75
Chlorine Emergency Kit "B"	2536	Day	1513.00
Chlorine Emergency Kit "C"	2538	Day	1822.80
PID/HNU/OVA Meter	2540	Day	310.25
Radiological Meter	2542	Day	388.00
SCBA	2544	Day	280.00
SCBA, Standby Only	2546	Day	155.00
Tripod and Winch	2548	Day	349.50

EQUIPMENT

DESCRIPTION	ITEM NUMBER	UNIT	RATE
Traffic Control, Arrow Board	2550	Day	504.50
Traffic Control, Reflective Signs	2552	Day	77.75
Traffic Cones/Delineators	2554	Day	8.15

Notes:

1. Equipment prices do not include fuel, operator, or mobilization to job site. Minimum call out is 4 hours.

2. All charges are portal to portal beginning with equipment mobilization from Patriot Operations Centers and includes all time at the site, whether or not equipment is listed in daily reports or actively utilized. Time charges terminate at the conclusion of the operation, which includes demobilization back to operations centers and completion of any decontamination, re-stocking and or repair.

3. Day rate equipment operated over 12 consecutive hours will be charged 2x the day rate.

4. Projects over 50 miles from Patriot's Office will incur mileage charges of $0.60 per mile per vehicle.

5. Equipment not on price list will be charged per quote. Unless otherwise quoted, equipment not on price list will be charge at cost plus twenty percent (20%).

6. Client agrees to pay Patriot, in accordance with rates contained in this Price List, for any cleaning or repairs necessary to return equipment to the same condition as at the commencement of services. Only Patriot shall perform any cleaning and decontamination operations on all equipment owned, rented or subcontracted by Patriot.

7. All equipment and supplies are subject to a replacement charge at Patriot cost + 20% if damaged, or if decontamination is impossible.

8. Services shall be performed by employees of Patriot, or its subcontractors who will be controlled and under the sole authority of Patriot, and who will be compensated for performance of the services directly by Patriot under the terms and conditions of their agreements with Patriot. Patriot will be responsible for the qualification of any subcontractors used to perform services on behalf of client. Client will be billed for services by Patriot's subcontractors at the greater of the rates listed in the Patriot Fee Schedule of Services or the cost of the subcontractor's services plus an administrative charge of twenty percent (20%) of the cost of these services. Subcontractors' services will be listed on the Patriot Daily Work Report. Client agrees not to contact Patriot's subcontractors, directly or indirectly (including through agents), to attempt to secure the subcontractor's services for work to complete the Services, except through Patriot, or to seek to induce the Subcontractors to violate the terms of their agreements with Patriot.

9. Storage Bladders are designed to provide temporary storage and one time usage. Client will be notified prior to deployment of bladder and informed of replacement value. If deployed, client be billed for replacement at Patriot's cost plus twenty percent (20%) and will be responsible for the transportation & disposal of the existing bladder as required.

10. Surcharge fee of 15% shall be applied to all invoices and subject to both labor and materials less taxes.

MATERIALS AND SUPPLIES

Patriot Environmental Services
A Crystal Clean Company

DESCRIPTION	ITEM NUMBER	UNIT	RATE
BAGS/SHEETING			
Plastic Bag, 33" x 50", 250/Box	3001	Box	203.25
Plastic Bag, 38" x 60", 50/Box	3002	Box	188.25
55 Gallon Drum Liner	3003	Each	4.55
Roll-Off Box Liner	3004	Each	67.75
Shrink Wrap	3005	Roll	30.25
Plastic Sheeting, 20' x 100', 10 mil	3006	Roll	263.50
Plastic Sheeting, 20' x 100', 6 mil	3007	Roll	188.25
CLEANERS			
Hand Cleaner	3101	Jar	15.25
Bleach	3102	Gallon	4.55
Marine Cleaner	3103	Gallon	37.75
Simple Green	3104	Gallon	33.25
Power Cleaner 155	3105	Gallon	30.25
Neutralizer (Soda Ash, Bicarbonate, Citric Acid)	3106	Gallon/Bag	98.25
Heavy-Duty Decontamination Cleaner, 55 Gallon Drum	3107	Each	4,517.00
Heavy-Duty Decontamination Cleaner, 1 Gallon Bucket	3108	Each	90.00
Carbon Cannister	3109	Each	903.00
DRUMS			
5 Gallon Pail	3201	Each	27.00
15 Gallon Open Top	3202	Each	40.00
15 Gallon Open Top Poly	3214	Each	80.25
20 Gallon Open Top	3203	Each	71.00
30 Gallon Open Top	3204	Each	87.00
30 Gallon Open Top Poly	3213	Each	123.00
55 Gallon Open Top	3205	Each	119.00
55 Gallon Closed Top	3206	Each	134.00
55 Gallon Poly	3207	Each	144.50
85 Gallon Steel Overpack	3208	Each	337.00
95 Gallon Poly Overpack	3209	Each	425.00
250 Gallon Poly Tote	3210	Each	450.00
Triwall Box, Cubic Yard	3211	Each	221.50
Lighting Bulb/Tube Box	3212	Each	119.00
SAFETY MATERIALS			
Chemical/Acid Suit, 1-Piece	3301	Each	188.00
Steel Toe PVC/Nitrile Boot	3302	Pair	83.00
Drager Test Tubes	3303	Each	72.50
Nitrile Inner Gloves	3304	Pair	2.15
Nitrile Gloves, 14"	3305	Pair	16.85
Heavy Duty Black Rubber Gloves	3306	Pair	22.50
Leather Gloves	3307	Pair	16.30
Hard Hat	3308	Each	60.20
Safety/Traffic Vest w/ Reflective Tape	3309	Each	60.20
Disposable Overboot	3310	Pair	22.50
Rain Gear	3311	Set	36.25
Respirator Cartridges, OV/AG	3312	Each	30.25
Respirator Cartridges, Chlorine/Mercury	3313	Each	45.25
HEPA Vacuum Pre-Filter	3314	Each	25.75

MATERIALS AND SUPPLIES

Patriot Environmental Services
A Crystal Clean Company

DESCRIPTION	ITEM NUMBER	UNIT	RATE
HEPA Vacuum HEPA Filter	3315	Each	331.00
Mercury Carbon Filter	3316	Each	453.00
Mercury ULPA Filter	3317	Each	256.00
Mercury Vacuum Hose, 8 Foot Section	3318	Each	60.25
Disposable Half-Face Respirator OV/AG	3319	Each	44.00
Safety Glasses	3320	Each	11.00
Face shield bracket	3321	Each	22.50
Face shield	3322	Each	4.50
Saranex Tyvek Suit	3323	Each	57.25
Disposable White Tyvek	3324	Each	21.50
Poly Coated Yellow Tyvek	3325	Each	30.25
SORBENTS			
Chemical Stabilizer Absorbent, 35 lb Bag	3401	Bag	218.50
Sorbent Sweep, 100'/Bale	3402	Bale	239.95
Vermiculite, 6 cu. ft./Bag	3403	Bag	45.00
Mercury Amalgum	3404	Lb	203.00
Mercury Vapor Suppressant	3405	Quart	37.75
Floor Dry, 25 lb Bag	3406	Bag	30.25
SaveSorb	3407	Bag	90.00
SaveSorb, 55cf Compressed Bag	3408	Bag	2,258.00
Industrial Rug	3409	Roll	301.00
Oil Snare on Rope, 50ft./Bag	3410	Bag	214.00
Sorbent Pads, 100/Bale	3411	Bale	151.00
8" x 10' Sorbent Boom, 4/Bale	3412	Bale	331.00
5" x 10' Sorbent Boom, 4/Bale	3413	Bale	279.00
MISCELLANEOUS			
Caution/Danger Tape	3501	Roll	37.75
Bottled Water	3502	Case	22.50
Gatorade/Sports Drink	3503	Case	30.50
Orange Construction Fence, 4' x 100'	3504	Roll	88.35
Cotton Rags, 25 lb	3505	Box	90.00
Sandbags	3506	Each	6.25
Plywood, 1/2"	3507	Sheet	See Below 6
Plywood, 3/4"	3508	Sheet	See Below 6
Duct Tape	3509	Roll	9.25
Tygard/Typatch	3510	Per Foot	4.00
PCB Wipe Sampling Kit	3511	Each	37.75
HazCat Kit	3512	Day	414.00
HazCat Kit Test	3513	Per Test	52.75
Petroflag Soil Test	3514	Per Test	52.75
Chlor-N-Oil/Chlor-N-Soil Test	3515	Per Test	37.75
Coliwassa	3516	Each	22.50
Hand Pump	3517	Each	37.75
Poly Rope, 3/8" x 600'	3518	Spool	136.00
Hand Held Hudson Sprayer	3519	Day	30.25

Notes:

1. Materials utilized on project, whether listed in daily work reports or not, are chargeable. All materials not listed on Fee Schedule will be charged at cost plus twenty percent (20%).

DESCRIPTION	ITEM NUMBER	UNIT	RATE

2. Disposal quotes for waste must meet approved profiles. Patriot Environmental will assist client with disposal plan and provide quotes, but client must designate disposal facility. Patriot Environmental will not take title to any waste.

3. Additional charges may apply to cover unanticipated cost increases for items resulting from circumstances beyond the control of Patriot Environmental.

4. Services shall be performed by employees of Patriot, or its subcontractors who will be controlled and under the sole authority of Patriot, and who will be compensated for performance of the services directly by Patriot under the terms and conditions of their agreements with Patriot. Patriot will be responsible for the qualification of any subcontractors used to perform services on behalf of client. Client will be billed for services by Patriot's subcontractors at the greater of the rates listed in the Patriot Fee Schedule of Services or the cost of the subcontractor's services plus an administrative charge of twenty percent (20%) of the cost of these services. Subcontractors' services will be listed on the Patriot Daily Work Report. Client agrees not to contact Patriot's subcontractors, directly or indirectly (including through agents), to attempt to secure the subcontractor's services for work to complete the Services, except through Patriot, or to seek to induce the Subcontractors to violate the terms of their agreements with Patriot.

5. In addition to Level 'A' suit charge, Client will be billed for replacement Level 'A' suits at Patriot's cost plus twenty (20%).

6.Plywood is intended for one time usage. Client will be notified prior to deployment of bladder and informed of replacement value. If deployed, client be billed for replacement at Patriot's cost plus twenty percent (20%) and will be responsible for the transportation & disposal of the existing bladder as required.

7. Surcharge fee of 15% shall be applied to all invoices and subject to both labor and materials less taxes.

EXHIBIT B

Regla Trucking Bid

EXHIBIT C

APA Trucking Bid

CITY OF SANTA PAULA

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFQ) FOR ON-CALL EMERGENCY SLUDGE HAULING SERVICES

PROPOSALS ARE DUE: Not later than 3:00 P.M. Thursday, February 20th, 2025, at the City Clerk's office at 970 E. Ventura Street, Santa Paula, CA 93060.

PUBLIC NOTICE IS HEREBY GIVEN that the City of Santa Paula (City) is inviting qualified contractors to submit a Statement of Qualifications (RFQ) to be considered to provide On-Call Emergency Sludge Hauling Services ("Services"), which shall be provided under the general direction of the Public Works Director or their designee.

Minimum Qualifications

- Contractor shall possess a State of California Class A Contractor License
- Contractor and all subcontractors shall be registered on an annual basis with the California Department of Industrial Relations (DIR).
- Contractor must be available 24-hours a day, 7 days a week, and be able to respond to the job site within 2-hours from city notice for an emergency call out.
- Contractor shall obtain all required insurance policies and bonds listed in the RFQ and contract docs.

Evaluation Criteria

50% Qualifications/expertise of company/team & similar prior project experience/ references
50% Rate Schedule

Award of Contract

City will, in its discretion, select a firm as it determines are in the best interest of the City for a three-year on-call agreement not to exceed $250,000, utilizing the evaluation criteria provided in the Request for Qualifications document. The City reserves the right to reject any and all SOQs or to waive any irregularities or informalities in any SOQs should it deem this necessary for the public good, and also the SOQ of any Vendor who has been delinquent or unfaithful in any former contract with the City and to take all SOQs under advisement for a period of ninety (90) days. No firm responding to this SOQ may withdraw its SOQ for a period of ninety (90) days after the deadline for submission of SOQs.

Submission

One (1) original, two (2) hard copies, and one searchable pdf file less than 10mb in size on USB drive of the proposal shall be submitted to the following address:

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

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

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

Anibal Arias inc. dba APA Trucking	19526 Chadway St.Canyon Country CA. 91351
Company	Address
Anibal Arias	Anibal Arias
Name (Print)	Signature
818-414-0494	president
Company Phone No.	Title

APA TRUCKING
19526 CHADAY ST.
CANYON COUNTRY CA.91351
(818) 414-0494
Aniarias_88@hotmail.com

STATEMENT OF QUALIFICATION

At APA trucking we are aware that managing transportation and logistics services take a mixture of technical excellence and clear communication and our company hires only the best drivers and personnel to insure you receive both. We know that every client is unique and we strive to deliver an individual, innovative and affordable proposal each time and to follow it through with outstanding delivery that is both timely and within budget.

Our company has over 10 years of experience and has been awarded several contracts with know construction companies. Our services are designed to be an investment on your end and ours. We are partners, helping you along the way to success. With our services from bilingual desk personnel, dedicated drivers and enthusiastic managers, you can rest assured that your jobs are in the right hands allowing you to concentrate on your business.

I request you to have a look at some our teams highlighting qualifications.

- Highly efficient corporation dedicated to hauling all types of materials
- Available to work days/nights, weekends and holidays
- Reliable equipment
- Fast response on emergency calls
- Can read and interpret schematics and blue-print city plans.
- Ensure safety protocols are met when dealing with heavy equipment and crew workers
- Clear and effective communication
- Bilingual

References:

1) Agency: Blois Construction Inc.
Contact Person: Crissy Cabrera
Telephone: (805) 656-1432 ext43
Name of project: PW17-42R2 Hueneme Rd. Recycle Water Pipeline Project Phase2
Location of Project: Port Hueneme, CA.
Date: May 1, 2022 to November 30,2022
Description: Provide trucking services 24 hours to dispose of asphalt, dirt, and sludge material.

2) Agency: Blois Construction Inc.
Contact person: Crissy Cabrera
Telephone: (805) 656-1432 ext. 43
Name of project: B.3097.01 Sony chilled Water stage 7
Location of Project: Sony Studios. Culver City, CA.
Date: August 1, 2021 to November 30, 2021
Description: Provide transportation services to dispose of dirt, and concrete as well as resurfacing the road for vehicle usage.

3) Agency: Ohno Construction
Contact Person: Eric Humphrey
Telephone: (909) 465-3218
Name of project: resurfacing Oxnard stadium
Location of project: Oxnard high school. Oxnard CA.
Date: September 15, 2022 to November 15, 2022
Description: removal of sods and soils from high school to furnished stadium for artificial grass installment.

4) Agency: Blois Construction Inc.
Contact person: Dave Mirones
Telephone: (805) 656-1432 ext.43
Name of project: b.3116.01 Ojai Valley Sanitary District Creek Rd. Creek Rd. pipeline Repair Project
Location of Project: Ojai, CA.
Date: January 20, 2023 to February 19, 2023
Description: removal of sludge from Creek Rd. to repair the damaged pipeline, caused by the rain.

5) Agency: Blois Construction
Contact person: Craig Blois
Telephone: (805) 656-1432 ext.43
Name of project: B.3104.01 LACSD- Soledad relief sewer
Location of project: Canyon Country, CA
Date: July 28, 2023 to September 30, 2023
Description: accommodate dump sited to dispose of sludge, asphalt, and concrete for new installation of sewer line.

Scope of work: PW01232025 On-call Emergency Sludge Hauling Services

Introduction: To provide On-Cal Emergency Sludge Hauling Services

Overall Project objectives: To provide a safe and efficient removal of sludge and properly dispose of sludge from the City's Water Recycling Facility (WRF).

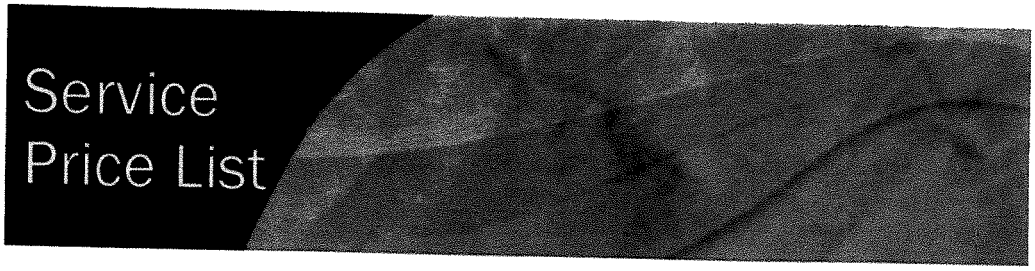
• Task 1 Traffic control & construction signing
• Task 2 Removal of sludge
• Task 3 Transportation
• Task 4 proper disposal of sludge from the city's WRF.
• Task 5 sweeping of road way to provide the safety of the citizens from job site.

EXHIBIT "B"
SCHEDULE OF SERVICES

Schedule of services.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
24 HRS	24 HRS	24 HRS	24 HRS	24 HRS	24 HRS	24 HRS

EXHIBIT "C"
COMPENSATION



APA Trucking

19526 Chadway st, Canyon Country CA. 91351

(818)414-0494

SERVICE ID	SERVICE TYPE	DESCRIPTION	PRICE
Service 1	super 10 dump truck	DOT aproved super 10 dump truck. CARB Compliance. skilled, professional, and safe driver	$170 per hour
Service 2	wheel loader, Track excavator	CARB Compliance Wheel loader 721or excavator 245. professional, safe and skilled operator.	$350 per hour
Service 3	skid steer, backhoe	CARB Compliance skid steer or backhoe. professional, safe and skilled operator.	$187.5 per hour
Service 4	disposal fee	Landfill/disposal site aproved and/or certified by City of Santa Paula.	$ 500 per load
Service 5	sweeper	Clean the streets of possible sludge being hauled out on truck tires	$170 per hour
Service 6	Traffic Control & Construction signing	Placing appropriate Trafic signs and cones to re-direct traffic as needed as well as 2 Flag men	$200 per hour

Attachment 2

Designation of Subcontractors, Suppliers, and Vendors Form

DESIGNATION OF SUBCONTRACTORS, SUPPLIERS AND VENDORS

Respondent proposes to subcontract certain portions of the work, which are in excess of one-half of 1 percent (0.5%) of the total amount bid as follows:

Name: Anibal Arias Telephone: (818) 414-0494

Address: 19526 Chadway St. Canyon Country ca.91351

Responsibility: trucking services

California Contractor License #: ca 4974422

Name: Sergio Arias Telephone: (818)581-6594

Address: 12963 Telfair Ave. sylmar CA91342

Responsibility: trucking services

California Contractor License #: CA 543013

Name: Rafael Estrella Telephone: (661) 816-9395

Address: 3734 East Ave.S-12 palmdale, CA.93550

Responsibility: Trucking Services

California Contractor License #: CA 472746

Name: Gustavo Sanchez Telephone: (818) 428-9232

Address: 348 Rainbow Terrace Palmdale, CA 93551

Responsibility: Trucking Services

California Contractor License #: CA 642822

Name: united rentals Telephone: (805) 644-7319

Address: 3665 Market st. Ventura, CA. 93003

Responsibility: Equipment rental

California Contractor License #:

Prior to award of contract, Contractor shall submit a list of suppliers and vendors in writing to the City Engineer.

Attachment 3

Registration with The California Department of Industrial Relations Form

REGISTRATION WITH THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
ALL PRIME CONTRACTORS AND SUBCONTRACTORS

SB 854 established a new public works Contractor Registration Program, which requires all contractors and subcontractors bidding and performing work on Public Works Projects to register on an annual basis with the California Department of Industrial Relations (DIR).

In accordance with Labor Code Section 1771.1(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

Prime Contractor Name: Anibal Arias inc. dba APA Trucking

Telephone: (818) 414-0494

Address:

19526 Chadway St. Canyon Country CA 91351

DIR Registration Number: PW-LR-1000456470

Subcontractor Name: SAJ TRUCKING INC.

Telephone:

(818) 581-6594

Address:

12963 Telfair Ave. Sylmar, CA 91342

DIR Registration Number: PW-LR-1000631179

Subcontractor Name: Regla Trucking

Telephone:

(805) 775-7262

Address:

144 Marin Rd Santa Paula CA. 93060

DIR Number: PW-LR-1000055383 Registration

Subcontractor Name: Estrella Trucking Inc.

Telephone:

(661) 644-3818

Address:

3734 East Ave. S-12 palmdale CA 93550

DIR Registration Number: PW-LR1001076326

Attachment 4

Respondent's Violation of Law/Safety Questionnaire Form

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the respondent shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder, or any employee of the respondent who has a proprietary interest in the respondent ever been disqualified, removed, or otherwise prevented from bidding on or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the space provided.

Note: This questionnaire constitutes a part of the SOQ, and a signature portion of the SOQ shall constitute signature of this questionnaire.

Attachment 5

Non-Collusion Declaration Form

NON-COLLUSION DECLARATION

The undersigned declares:

I am the owner of Anibal Arias inc. dba APA Trucking, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on January 26, 2025 [date], at Santa Clarita [city], California [state].

Anibal Arias

(Signature)

Aniba Arias

(Print Name)

President

(Title)

Attachment 6

Certification of Non-Discrimination by Contractors Form

CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons, except as provided in **Government Code Section 12940.**

The firm listed below certifies that it does not discriminate in its employment with regard to the factors set forth in **Labor Code Section 1735**; that it is in compliance with all federal, state, and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

FIRM: Anibal Arias Inc. dba APA Trucking

TITLE OF PERSON SIGNING: President

SIGNATURE: Anibal Arias

DATE: 1/25/2025

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

Attachment 7

Statement Acknowledging Penal and Civil Penalties Concerning the Contractor's Licensing Laws Form

STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES CONCERNING THE CONTRACTORS' LICENSING LAWS

[Business and Professions Code § 7028.1]
[Public Contract Code §20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business and Professions Code §7028.15

(a) **It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefor,** except in any of the following cases:

(1) The person is particularly exempted from this chapter.

(2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now §20103.5] of the Public Contract Code.

(b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars ($4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than 6 months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

(c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.

(d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

(e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and

finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.**

(f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

(g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code §20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

License No. D3184770 Class: A Expiration Date: 08/10/2026

Date 1/25/2025 Signature Anibal Ayala

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Mirka Vargas,

Subject: UTILITY RATE ASSISTANCE PROGRAM (URAP) REPORT

Date: April 2, 2025

Agenda Item: 11.A

RECOMMENDATION:

Staff recommends the City Council:

1. Receive a presentation and report on a proposed Utility Rate Assistance Program (URAP) for low-income wastewater and water customers and provide feedback to staff.

BACKGROUND:

In 2023, as part of Council's Strategic Plan, Council approved Goal F: Community Vitality, which included Objective #5 Water/Sewer Bill Assistance, Explore resources for connecting low-to-moderate or fixed income residents with programs to assist with water/sewer bills. Several Ventura County cities have adopted a Utility Rate Assistance Program (URAP) to achieve this objective. Research on these cities is summarized in this report's Analysis section for Council's consideration.

2019 Water & Sewer Rate Study

In September 2019, the City of Santa Paula, in collaboration with NBS Consultants, conducted a Water and Sewer Rate Study. The study included a comparison of monthly water and sewer bills under the city's then-current rates and selected rate alternatives. The analysis found that the average wastewater bill in Santa Paula was $89.31, placing the city among the higher-cost communities at the time. (Exhibit A)

2023 Updated Water Rates

A water rate comparison conducted by the City of Thousand Oaks in November 2023 demonstrated the following average costs per family. The City of Santa Paula showed an average monthly water rate of $120.40, exceeded only by the City of Port Hueneme within Ventura County, demonstrating that Santa Paula customers pay a higher-than average amount to receive water. (Exhibit B)

Low Income Household Water Assistance Program (LIHWAP)

In 2021, Ventura County was allocated federal funds by the state of California to help low-income households with their water and wastewater bills. The Low Income Household Water

Assistance Program (LIHWAP) was a program that provided one-time payments to eligible low-income households to help with their residential water and wastewater bills. The amount of assistance varied based on the household's past due balance. Only households receiving services from water and wastewater providers enrolled in LIHWAP could participate. Initially, qualified households could reduce their water or wastewater bills, or both, by up to $2,000 initially.

Towards the end of the program, the state provided extra funding directly to residents due to surplus funds, without involving LIHWAP. As a result, the maximum assistance amount was raised from $2,000 to $15,000, offering additional financial relief to eligible households.

The Low Income Household Water Assistance Program (LIHWAP) in our county proved to be incredibly beneficial to Santa Paula residents. In March 2025, when staff reached out to the Community Action of Ventura County (CAVC), a LIHWAP facilitator in Ventura County, CAVC highlighted that Santa Paula was the city with the second highest use of funding. Santa Paula residents received a total of $205,055 directly from LIHWAP (Exhibit C), with additional funding of over $1.3 million provided directly through the state via the Arrearages Program. CAVC mentioned that over 62 applications were received from Santa Paula, and more than 87 seniors requested and received assistance.

As evidenced, Santa Paula residents are faced with some of the highest water/wastewater rates in the County. Additionally, the significant utilization of LIHWAP assistance funds by Santa Paula residents highlights the need for support in covering water and wastewater bills. However, it is important to note that LIHWAP was specific to the COVID pandemic, which may affect the accuracy of assessing long-term needs outside of a pandemic context. A Utility Rate Assistance Program (URAP) would be a more stable source of financial assistance through non emergency situations.

ANALYSIS:

Unlike utilities regulated by the California Public Utilities Commission (CPUC), cities, such as Santa Paula, are prohibited by state law (Propositions 218 & 26) from funding their financial relief programs with water and sewer charges. Cities may use discretionary funds, which could come from General Funds, voter-approved special taxes, penalties, or donations from citizens and businesses.

Staff researched several cities who have adopted Utility Rate Assistance Program (URAPs) in the past few years to provide Council examples should Council consider adopting a URAP to help low-income members of the Santa Paula community. Provided in the table below are the cities researched:
(See chart on next page)
//
//
//
//

Program	Water	Waste	Funding	Program Creation	Monthly Discount	Participants	Annual Funding	Capacity
Ventura Water's Customer Assistance Program	X		Penalty Fees	April 2014	50% Water Meter Service Charge appx. $11.31	332	$75,000	551
Camarillo's Senior Citizen Water Bill Assistance Discount	X		Voter Approved Special Assessment Fund	September 1997	*Water* Rate Waived	18		N/A
Oxnard's Project Assist	X	X	Penalty Fees	April 2017	$25.00	814	$241,500	850
Thousand Oaks' Utility Assistance Program	X	X	Penalty Fees	September 2017	*Water* $10.00 *Wastewater* $5.00	634 358 - Water 276 - WW.	Seperate funds. $100,000 each for Water and Wastewater	800 Water 1,600 WW.

Neighboring Cities Overview

City of Ventura

The City of Ventura Water's Customer Assistance Program provides a 50% discount (approximately $11.33) on the monthly water service charge for eligible households. To qualify, the customer must have proof of enrollment in the CARE (California Alternate Rates for Energy) program with Southern California Edison (SCE) or Southern California Gas (SCG). The program is funded by late penalty revenues collected by the city. The City of Ventura directs $75,000 annually from penalties to fund the Water Customer Assistance Program. The Water Customer Assistance Program was initially approved in 2014. As of November 2024, there are 332 participants in the program. The Ventura program currently has a cap of 551 customers per year. The program operates on a first-come, first-served basis, with a waitlist established once capacity is full.

City of Camarillo

The City of Camarillo's Senior Citizen Water Bill Assistance offers a discount for water and/or sewer charges for seniors considered low income. To qualify, the customer must be at least sixty-two years of age, be in a low-income household as determined by Federal guidelines, and consume no more than nine units of water per billing cycle. To verify eligibility, residents submit their Social Security statements, with the total annualized by multiplying by twelve months and compared to the U.S. Department of Housing and Urban Development (HUD) local area median income (AMI). This program is funded by a voter approved special

assessment that received approval in 1997. As of March 2025, there are 17 participants enrolled in the program. The City of Camarillo has experienced lower-than-expected participation.

City of Oxnard
The City of Oxnard's Utility Rate Assistance Program, "PROJECT ASSIST," offers a $25.00 discount on the monthly utility bill service charge for eligible households. Customers who are currently participating in the Southern California Edison (SCE) or Southern California Gas (SCG) California Alternate Rates for Energy (CARE) program and own or rent a single-family residential home in Oxnard are eligible. The program is funded by late penalty revenues collected by the city. For Fiscal Year 2023-24, $241,500 from late penalty revenues were allocated to Project Assist. In November 2024, the program reported 814 participants. The program currently has a cap of 850 customers per year. The program operates on a first-come, first-served basis, with a waitlist established once capacity is full. The Utility Rate Assistance Program was initially approved in 2017. The City of Oxnard shared that FY 2023-24 has been the most challenging year yet, with a record number of residents seeking to participate in the program. While they plan to approach the council to request additional funding, they remain concerned that even an increase may not be sufficient to meet the growing demand.

City of Thousand Oaks
The City of Thousand Oaks' Utility Assistance Program (UAP) offers monthly discounts of $10.00 on water bills and $5.00 on wastewater bills. To qualify you must be participating in the CARE program with Southern California Edison (SCE) or Southern California Gas (SCG). The UAP is funded by late penalty revenue. The annual budget for the program is $100,000.00 for water and $100,000.00 for wastewater, with each fund managed separately. Residents may be enrolled in either one or both programs. In March 2025, staff reported that there were 358 customers enrolled in the UAP water credit and 276 customers receiving the UAP wastewater credit. The program currently has a cap of 800 water customers and 1,600 wastewater customers per year. The UAP was initially approved in 2017. The program operates on a first-come, first-served basis, with a waitlist established once capacity is full. The City of Thousand Oaks is currently utilizing only 40% of the program's participant capacity.

Establish and implement a Utility Rate Assistance Program (URAP)

Council has expressed an interest in establishing a specialized program aimed at offering financial aid to low-income utility customers. By examining existing programs and models from other cities within the County and under the Council's guidance, the city can develop its own Utility Rate Assistance Program (URAP). If such a program were desired, Staff would work to define specific eligibility criteria for participants, secure funding sources for the program, appoint personnel to oversee its management, and ensure its successful implementation.

Proposition 218
In July 2006, the California Supreme Court determined that wastewater and water service charges are property related charges, and therefore, are subject to Proposition 218 (Prop 218) procedural requirements. Prop 218 procedures require notices to be mailed to each property owner 45 days prior to the public hearing on any proposed fee increase. Prop 218 prohibits the adoption of a fee increase if a majority of property owners protest in writing. Under Prop 218, the fee must not exceed the proportional cost of the service attributable to the property. Private water purveyors, on the other hand, are regulated by the California Public Utilities

Commission and are not subject to Prop 218 provisions. Similar to the City of Camarillo, a voter approved special assessment could be an option for URAP.

Funding Options
Proposition 218 mandates that expenses funded by rate revenue must be part of the cost of service, restricting public utilities from financing Utility Ratepayers' Assistance Programs. The following avenues to fund and operate a URAP for low-income customers were explored:

Option 1: Utilizing Penalty Revenues
In 2024, Santa Paula averaged monthly penalty fees totaling approximately $33,546, amounting to an annual total of $402,552. These fees, or a portion of these fees actually received, could be set aside at Council direction to fund the program or a pilot test for a select number of months or years. This effort would require annual review to ensure the funding revenues align with penalty revenues on an annual basis.

Option 2: Allocate a portion of the general fund revenues
Allocating a portion of the General Fund revenues would provide a structured source of funding for the utility rate assistance program. However, General Fund revenues can fluctuate from year to year, and funding availability may vary accordingly. This approach involves designating a specific amount from the city's General Fund budget each fiscal year to support the program, while ensuring that only appropriate, unrestricted funds are used to avoid any potential conflicts, such as existing AB 939 funds. The allocation would need to be included in the city's annual budget planning process, requiring approval from the City Council.

Option 3: Institute a Donation/Round-Up Program on Utility Bills
This would enable a customer to choose to have their bills rounded-up to the highest dollar and/or submit a one-time or monthly donation. The donations would be segregated in a special account and only used to fund the assistance program. In addition, staff would be required to provide a written disclosure to the person donating the funds for tax purposes and staff would continually need to monitor the fund to ensure solvency. The Santa Paula utility billing system does not currently support a bill round-up or donation option; however, it does have the capability to. There is no associated cost to upgrade the current billing system.

Option 4 - Seek donations from outside partners

This approach involves collaborating with external organizations, such as community-based organizations and national agencies, to secure donations that would fund the URAP. Donations could come in the form of grants, one-time contributions, or ongoing financial support. City staff would need to actively seek and maintain relationships with these partners, manage the donations, and ensure that funds are allocated appropriately. It is unclear whether such efforts could be charged against the utility enterprise funds or would need to be supported by the General Fund.

Recommendation:

Some of the options explored present significant challenges, particularly regarding unstable and fluctuating funding sources, as well as the burdens associated with implementation and management. For example, the City of Thousand Oaks identified participant recertification as one of the most complex and time-consuming aspects of the program, sometimes taking up to a month. This challenge has led to recertification occurring every two years instead of

annually. Similarly, the City of Camarillo noted that the program's stringent requirements may limit participation, and it has remained unchanged since its inception in 1997.

Given these factors, staff is seeking Council's feedback to help determine a clear direction for further research and the feasibility of conducting a test run.

STRATEGIC PLAN:

The Utility Rate Assistance Program (URAP) supports Council's currently adopted Strategic Plan, Goal F: Community Vitality, Objective #5 Water/Sewer Bill Assistance, Explore resources for connecting low-to-moderate or fixed income residents with programs to assist with water/sewer bills.

FISCAL IMPACTS:

The fiscal impacts of implementing a Utility Bill Assistance Program would be dependent on the direction that Council provides in the creation of the program. The use of penalty fees (actually received and not simply billed) would be a loss of revenue to the enterprise funds. The use of donations made specifically to this program would not cause any fiscal impact. In addition, additional staff and resources to implement and operate the program will be required. The amount of time needed to be dedicated to both the creation and continued administration of the program may require additional allocations for additional staffing or outside consultants.

OPTIONS:

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

1. Direct staff to conduct further research on potential funding source to a proposed Utility Bill Assistance Program
2. Direct staff not to move forward with a Utility Rate Assistance Program.

ATTACHMENTS:

EXHIBIT A.pdf
EXHIBIT B.pdf
EXHIBIT C.pdf

EXHIBIT A:

Ventura County Monthly Sewer Bill Comparison 2019/20

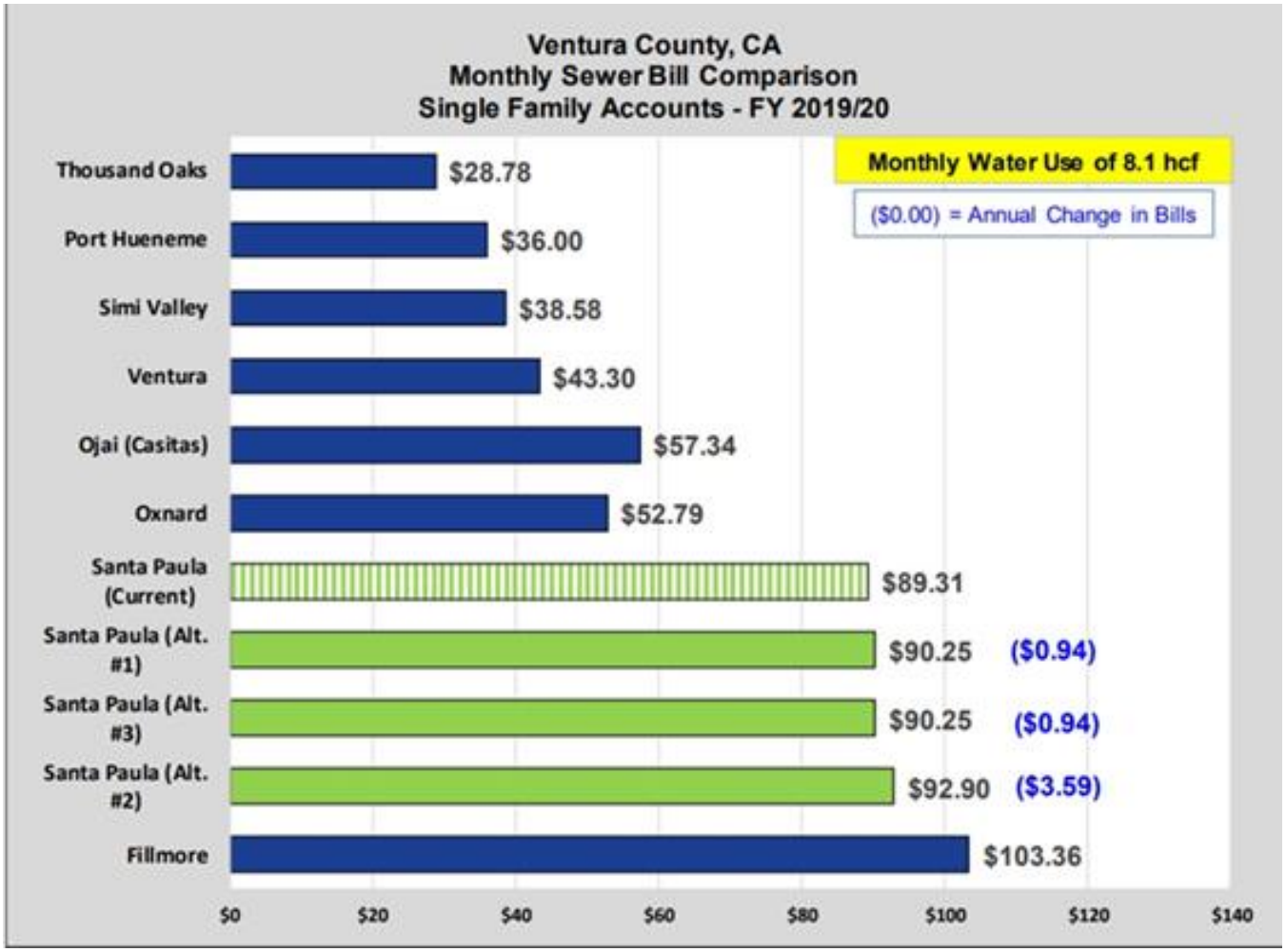

Ventura County, CA
Monthly Sewer Bill Comparison
Single Family Accounts - FY 2019/20
Monthly Water Use of 8.1 hcf
($0.00) = Annual Change in Bills
Thousand Oaks
$28.78
Port Hueneme
$36.00
Simi Valley
$38.58
Ventura
$43.30
Ojai (Casitas)
$57.34
Oxnard
$52.79
Santa Paula (Current)
$89.31
Santa Paula (Alt. #1)
$90.25
($0.94)
Santa Paula (Alt. #3)
$90.25
($0.94)
Santa Paula (Alt. #2)
$92.90
($3.59)
Fillmore
$103.36
$0
$20
$40
$60
$80
$100
$120
$140

EXHIBIT B:

Monthly Water Service Charge Comparison 2023

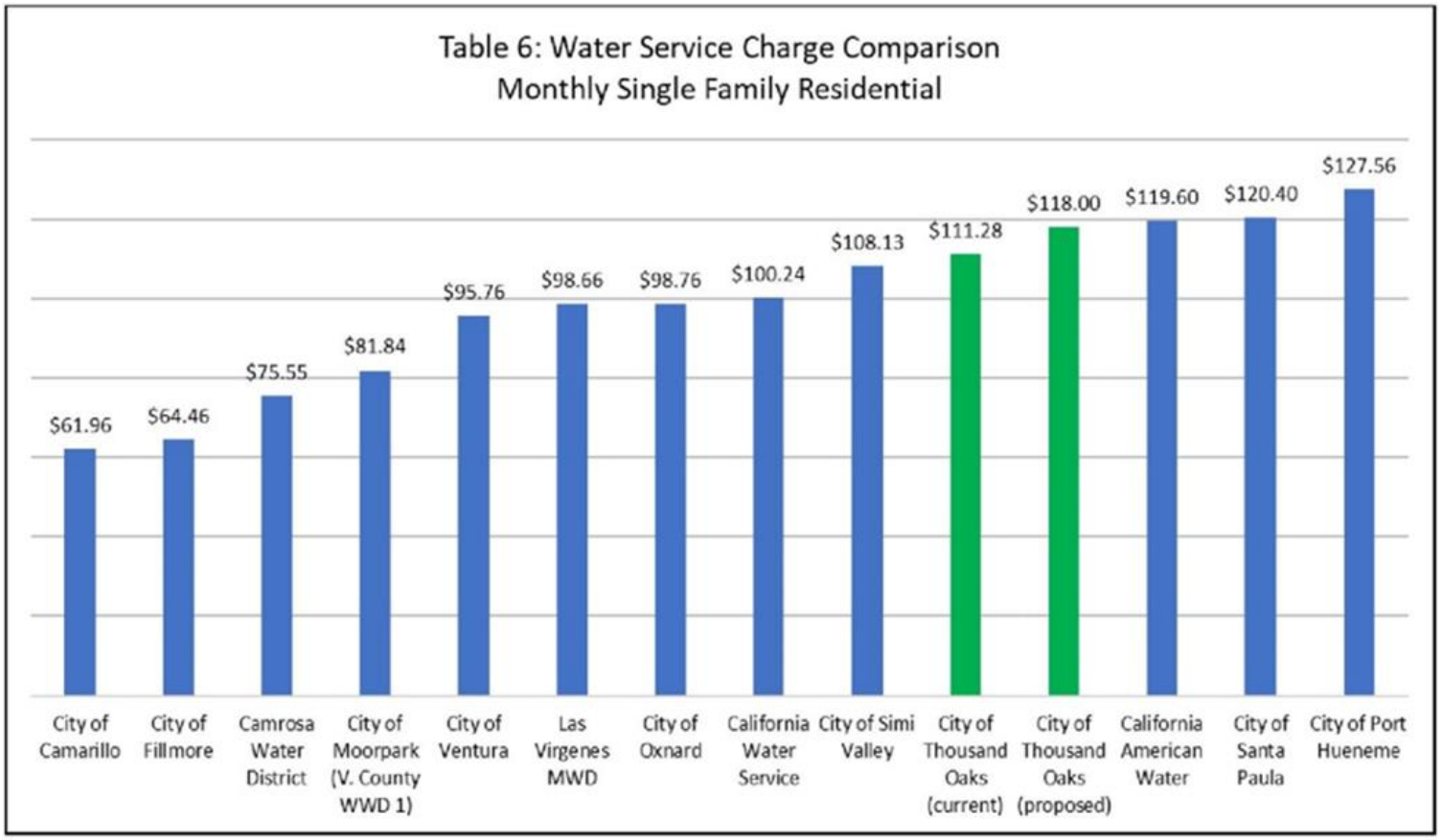
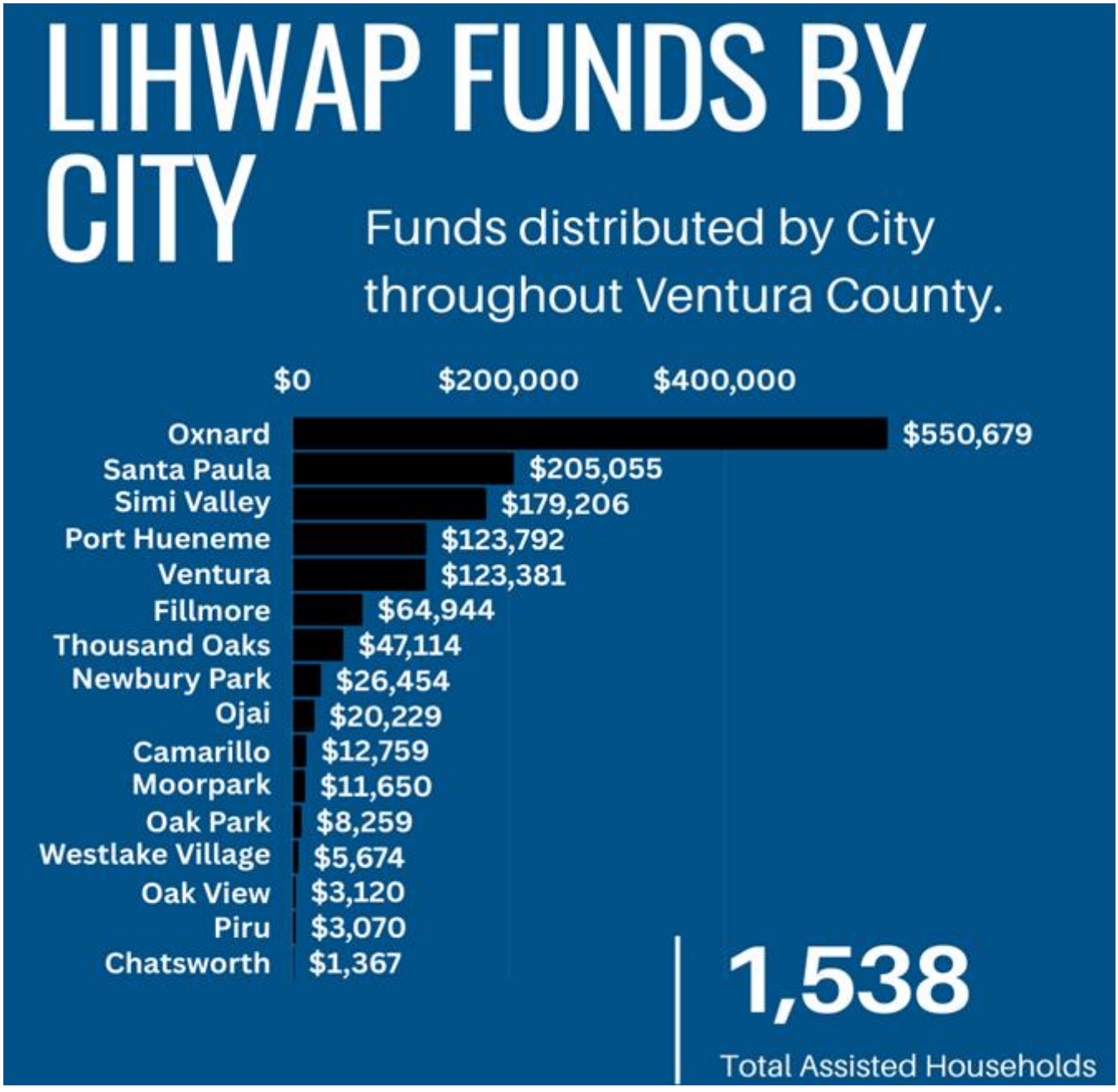

Table 6: Water Service Charge Comparison
Monthly Single Family Residential
$61.96
$64.46
$75.55
$81.84
$95.76
$98.66
$98.76
$100.24
$108.13
$111.28
$118.00
$119.60
$120.40
$127.56
City of Camarillo
City of Fillmore
Camrosa Water District
City of Moorpark (V. County WWD 1)
City of Ventura
Las Virgenes MWD
City of Oxnard
California Water Service
City of Simi Valley
City of Thousand Oaks (current)
City of Thousand Oaks (proposed)
California American Water
City of Santa Paula
City of Port Hueneme

EXHIBIT C:

LIHWAP FUNDS DISTRIBUTED BY CITY THROUGHOUT VENTURA COUNTY


LIHWAP FUNDS BY CITY
Funds distributed by City throughout Ventura County.
$0
$200,000
$400,000
Oxnard $550,679
Santa Paula $205,055
Simi Valley $179,206
Port Hueneme $123,792
Ventura $123,381
Fillmore $64,944
Thousand Oaks $47,114
Newbury Park $26,454
Ojai $20,229
Camarillo $12,759
Moorpark $11,650
Oak Park $8,259
Westlake Village $5,674
Oak View $3,120
Piru $3,070
Chatsworth $1,367
1,538
Total Assisted Households

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Deputy City Manager

Subject: REQUEST FOR LETTER OF SUPPORT FOR THE HARMONY PROJECT

Date: April 2, 2025

Agenda Item: 11.B

RECOMMENDATION:

It is recommended that the City Council:

1. Review and discuss the Harmony Project and its alignment with the City Council's Legislative Platform; and
2. Consider approving the issuance of a letter of support from the Mayor, using the revised draft letter attached as Exhibit B; or
3. Provide direction to staff on any modifications to the proposed letter or any further action desired by the Council.

Presented by: Jonathan Royas, Deputy City Manager

BACKGROUND:

In February 2025, City staff received a request from James Lantiegne, accompanied by supporting documentation, seeking a letter of support for the Harmony Project. The Harmony Project is a community-driven initiative by The House of MAGIC Foundation for the Arts to transform the historic Masonic Temple in Santa Paula into a vibrant, inclusive arts and cultural center. It aims to provide accessible programs in music, dance, theater, visual arts, and STEAM education for residents of all ages

In accordance with the protocols outlined in the City Council's adopted Legislative Platform ("Platform"), staff conducted a review to assess whether the project aligned with existing policy priorities. Upon review, staff identified several policy statements within the Platform that support the goals and objectives of the Harmony Project.

As a result, staff prepared an initial draft letter of support from the Mayor, included as Exhibit A. Following the Mayor's feedback requesting a more concise version, staff produced a revised draft, attached as Exhibit B.

Subsequently, the Mayor indicated that additional clarification was needed regarding certain aspects of the Harmony Project. After further consultation with the Vice-Mayor, both agreed

the matter should be presented to the full City Council for consideration. This approach is consistent with the Platform, which states: “Where there is doubt, staff will consult with the Mayor as to whether the item warrants full Council consideration.”

ANALYSIS:

Staff reviewed the request for a letter of support for The Harmony Project and evaluated its alignment with the City Council’s adopted Legislative Platform. The project supports several policy areas outlined in the Platform, including:

- **Section 5 – Community Services, D. Arts, Cultural Resources, and Historic Preservation**, which supports legislation providing funding for local arts activities and high-quality music programs, as well as efforts to restore historic structures through grants and tax incentives. The Harmony Project directly advances these goals through its arts programming and proposed adaptive reuse of the historic Masonic Temple.

- **Section 3 – Homelessness, Housing, Community & Economic Development, F. Economic Development**, which supports legislation enhancing community and economic development tools and promoting job creation and retention. The Harmony Project is expected to generate jobs for local artists and educators and contribute to downtown revitalization.

- **Section 5 – Community Services, E. Family Services**, which advocates for grant programs and services that support youth development, after-school programs, and safe spaces for at-risk youth. The Harmony Project provides these services through its STEAM-based mentorship programs and creative youth engagement.

- **Section 5 – Community Services, F. Animal Welfare** , although not directly related, reinforces the broader commitment to holistic community wellbeing, under which inclusive and safe community spaces like the Harmony Project contribute to overall quality of life.

Given the breadth of alignment with the Legislative Platform, it is staff's opinion that the issuance of a letter of support is justified and consistent with Council’s stated policy priorities.

STRATEGIC PLAN:

While the Harmony Project does not directly fulfill any single objective in the City Council’s Two-Year Strategic Plan, it supports overarching goals related to arts and culture, historic preservation, youth engagement, and downtown revitalization.

FISCAL IMPACTS:

There is no direct fiscal impact to the City associated with issuing a letter of support for the Harmony Project at this time. The letter is a non-binding expression of support and does not commit City funds or resources beyond existing staff time already allocated to review and prepare the correspondence.

Should future requests for City partnership, funding, or in-kind support arise related to the Harmony Project, those proposals would be brought back to the City Council for separate review and consideration at that time.

OPTIONS:

City Council has the following alternatives available:

1. Approve the original draft letter of support, Exhibit A; or
2. Approve either Exhibit A or Exhibit B with modifications; or
3. Decline to issue a letter of support.

ATTACHMENTS:

Exhibit A - Letter of Support Harmony Project 02.14.2025.docx
Exhibit B - Letter of Support Harmony Project 02.14.2025 v2.docx
Exhibit C - The Harmony Project.pdf

"Citrus Capital of the World"

City of Santa Paula

970 Ventura Street • Santa Paula, California • Mailing Address: P.O. Box 569 • 93061 • Phone: (805) 525-4478 • Fax: (805) 525-6278

February 14, 2025

Subject: Letter of Support for The Harmony Project

To Whom It May Concern,

On behalf of the City of Santa Paula, I am pleased to offer our support for The Harmony Project, an initiative of The House of MAGIC Foundation for the Arts. This transformative effort aligns closely with our city's commitment to fostering community development, educational enrichment, and cultural preservation, as outlined in the City's 2023 Legislative Platform.

The Harmony Project's mission to acquire and revitalize the historic Masonic Temple at 102 N 7th Street into a dynamic arts and cultural hub directly supports our city's priorities in community services, economic development, and historic preservation. The City of Santa Paula has long advocated for funding and resources to sustain and expand arts and cultural programs. In particular, our Legislative Platform supports *"legislation providing funding for local arts activities and historic preservation"* and *"efforts to restore historic structures through tax incentives, grant funding, and state and federal subsidies"* (2023 Legislative Platform, Section 5, D.1-3). The preservation and adaptive reuse of this landmark will not only safeguard its historical significance but also create a thriving space for artistic expression and education.

Furthermore, The Harmony Project's focus on STEAM education and mentorship through programs such as Magic Mentor aligns with the City's emphasis on youth engagement and development. Our Legislative Platform encourages *"legislation and grant programs that provide funding for youth programs, such as job training programs, after-school programs, educational programs, and those designed specifically for transitional and marginalized youth"* (2023 Legislative Platform, Section 5, E.6). By offering accessible programs in music, dance, theater, visual arts, film, and magic, The House of MAGIC Foundation is directly contributing to the enrichment and well-being of our city's youth and families.

The economic impact of The Harmony Project cannot be overstated. The expansion of arts programming and performance spaces has the potential to generate significant economic benefits, including job creation for local artists and educators, increased tourism, and enhanced downtown vitality. The City of Santa Paula supports *"legislation that enhances or expands community and economic development tools and funding to address revitalization and redevelopment needs"* and *"provides tools and incentives to support job creation and retention"* (2023 Legislative Platform, Section 3, F.1-2). This project aligns with these objectives by creating opportunities for employment and small business engagement within the arts sector.

Additionally, the City recognizes the importance of safe, accessible community spaces where individuals of all backgrounds can gather, learn, and express themselves creatively. The Harmony Project's commitment to inclusivity and accessibility through ADA-compliant upgrades is commendable and aligns with our ongoing efforts to promote equitable community development.

For these reasons, the City of Santa Paula fully endorses The Harmony Project and encourages all those who value the arts, education, and community engagement to support this important endeavor. We believe that The House of MAGIC Foundation's work is vital to our cultural landscape, and we look forward to seeing its continued success in making Santa Paula a center for artistic innovation and expression.

Should you wish to discuss the City's position further, please feel free to reach out to Jonathan Royas, Deputy City Manager, at jroyas@spcity.org.

Sincerely,

Pedro Chavez
Mayor

cc: City Council
City Manager

"Citrus Capital of the World"

City of Santa Paula

970 Ventura Street • Santa Paula, California • Mailing Address: P.O. Box 569 • 93061 • Phone: (805) 525-4478 • Fax: (805) 525-6278

February 20, 2025

Subject: Letter of Support for The Harmony Project

To Whom It May Concern,

On behalf of the City of Santa Paula, I am pleased to express our support for The Harmony Project, an initiative that aligns with the City Council's Legislative Platform and Strategic Goals in key areas, including historic preservation, economic development, education, and community enrichment. Transforming the historic Masonic Temple into a vibrant arts center reflects our commitment to fostering a thriving and inclusive community.

The Harmony Project will provide essential programming in music, dance, theater, visual arts, and film, ensuring broad access to creative expression. By offering mentorship and STEAM-based education, it will equip young people with valuable skills while fostering a sense of belonging and inspiration. Additionally, this project will create jobs, attract visitors, and contribute to a thriving downtown, supporting our city's goals of economic vitality and cultural enhancement.

Santa Paula values inclusive and accessible community spaces that support lifelong learning and engagement. This initiative strengthens our city's identity as a center for the arts and aligns with our Legislative Platform's priorities for expanding educational opportunities, promoting workforce development, and preserving historic resources.

We look forward to the success of The Harmony Project and encourage broad community support for this transformative endeavor.

Should you wish to discuss the City's position further, please feel free to reach out to Jonathan Royas, Deputy City Manager, at jroyas@spcity.org.

Sincerely,

Pedro Chavez
Mayor

cc: City Council
City Manager

The Harmony Project:

Honoring the Past, Inspiring the Future

The Harmony Project is dedicated to acquiring and transforming the historic Masonic Temple at 102 N 7th St into a vibrant community arts center, preserving its legacy while creating opportunities for creativity, education, and connection in Santa Paula.

Presented by: The House of MAGIC
Foundation for the Arts
A 501(c)3 Charitable Organization

Author: James E. Lantiegne
Executive Director

Date: January 20, 2025

Executive Summary

The House of MAGIC Foundation for the Arts is a non-profit organization dedicated to enriching the lives of the Santa Paula community through accessible arts education and programming. We have a unique opportunity to acquire the building at 102 N 7th St, a historic and centrally located property currently owned by the Masons and used as a Masonic Temple. This building holds significant cultural and historical value, and we aim to honor its legacy while transforming it into a dynamic hub for dance, music, art, magic, and performing arts classes. With this space, we can expand our reach and provide transformative experiences for an underserved population.

To realize this vision, we aim to raise $2.5 million for the acquisition and development of the building. We are seeking the support of the current property owner, our community, and other stakeholders to make this dream a reality. Together, we can foster creativity, inspire future generations, and strengthen the cultural fabric of Santa Paula.

The Vision

Imagine a vibrant arts center in the heart of Santa Paula where children, teens, and adults can explore their creativity, develop new skills, and build lifelong connections. The House of MAGIC Foundation for the Arts envisions transforming 102 N 7th St into:

- **Dance Studios:** Offering ballet, hip-hop, and cultural dance classes.
- **Music Rooms:** Providing lessons in guitar, piano, voice, and more.
- **Art Workshops:** Teaching painting, drawing, ceramics, and multimedia arts.
- **Magic and Performance Spaces:** Cultivating confidence and public speaking through magic, improv, and theater classes.
- **Community Events Venue:** Hosting performances, gallery exhibitions, and workshops that bring the community together.

This facility will be a hub for self-expression, education, and community building, open to all regardless of socioeconomic background.

Community Need and Benefits

Santa Paula is an underserved community with limited access to affordable arts education. Many families lack the resources to enroll their children in extracurricular programs, leaving a gap in creative opportunities that are crucial for personal and academic development.

The arts have been shown to:

- Improve academic performance and critical thinking skills.
- Enhance emotional well-being and social connections.
- Lessen stress and build confidence.
- Reduce acts of crime

By expanding arts programming in Santa Paula, we will:

- Serve over 3,000 students annually with affordable or free classes.
- Provide a safe and inspiring environment for youth and adults.
- Create jobs for local artists and educators.
- Strengthen community pride and cultural identity.

Our Goal

To raise $2.5 million that will be allocated as follows:

- $900,000: Building acquisition.
- $1,000,000: Renovations, ADA compliance requirements and necessary upgrades.
- $250,000: Initial programming and operational costs.
- $350,000: Capital reserve.

To ensure financial transparency, we will provide regular updates to all stakeholders, including detailed reports on fundraising progress and expenditures.

Call to Action

This is more than a building; it's a transformative opportunity for Santa Paula. We invite you to join us in making this vision a reality. Whether you're an individual donor, a business leader, or a member of the Masons' organization, your support will create lasting change.

Together, we can inspire creativity, nurture talent, and strengthen our community through the power of the arts while honoring the historic legacy of the Masonic Temple.

About the Foundation

The House of MAGIC Foundation for the Arts was founded with a mission to make the transformative power of the arts accessible to everyone, regardless of their background or financial circumstances. We believe that the arts are not just a form of entertainment but a vital tool for personal growth, community connection, and social change.

Our Values

- **Inclusivity:** We are committed to creating a welcoming environment where people of all ages, abilities, and backgrounds can explore their creativity.
- **Empowerment:** We strive to inspire confidence and self-expression through accessible arts education and programming.
- **Community:** We value the power of collaboration and connection, working to strengthen the bonds within our community through shared experiences in the arts.
- **Excellence:** We are dedicated to providing high-quality programs and opportunities that foster artistic growth and development.
- **Legacy:** We honor the history and culture of our community while paving the way for future generations to thrive creatively.

What We Stand For

At our core, The House of MAGIC Foundation for the Arts stands for opportunity and transformation. We aim to:

- Provide underserved populations with access to affordable arts education.

- Support local artists and educators by creating meaningful job opportunities.
- Promote cultural diversity and understanding through a wide range of artistic disciplines.
- Create spaces where people can connect, heal, and grow through the power of creativity.

Since our inception, we have worked tirelessly to bring the arts to life in Santa Paula through workshops, performances, and community events. Acquiring a permanent home at 102 N 7th St will allow us to deepen our impact and expand our reach, ensuring that the arts remain an integral part of our community for generations to come.

Our Founders and Their Commitment to the Arts

The House of MAGIC Foundation for the Arts was brought to life by James and Julie Lantiegne, passionate individuals who believed in the transformative power of the arts. Our founders have dedicated their lives to building a space where creativity can thrive and have gone to extraordinary lengths to make this vision a reality. Believing deeply in the mission, they invested their life savings into keeping this project alive, ensuring that the arts remain accessible to the Santa Paula community.

Their journey began with a dream to fill a gap in arts education for underserved populations, a mission born out of personal experiences with the power of self-expression and community connection. This project is not just about creating an arts center; it is about building a legacy of opportunity, resilience, and hope.

The founders' unwavering commitment to this vision is a testament to the belief that the arts can transform lives and strengthen communities. Their dedication serves as the foundation upon which The House of MAGIC Foundation for the Arts continues to grow and thrive.

Lives We've Impacted

Our work has already touched the lives of many individuals in Santa Paula, fostering creativity and personal growth. Here are just a few examples of the transformative impact we've had:

One day, a parent came into our studio and shared that her son wanted to participate in the school talent show. The only challenge was that he had autism and struggled

with speech, eye contact, and standing still. We worked together to develop routines that highlighted his strengths while minimizing frustration. The kids in his class were amazed by the magic he performed. After his performance, his mother was in tears, overwhelmed with joy as she watched her son accomplish something she never thought possible.

When we first met this student, he had difficulty with speaking and fine motor skills, which made him quiet and reclusive. After working with him for several months, he became more talkative and engaged with those around him. Magic gave him a sense of pride and confidence, as he was able to do something that amazed others. He now performs regularly for his family and friends and has developed a remarkable memory for the tricks he has learned. His love for magic is so strong that we continue to work with him, and he has performed in several of our shows.

When we were first introduced to this student, it was a heartbreaking situation. He had bone cancer in his leg, which threatened not only his limb but his life. During his treatments, we began working with him, teaching him magic to offer a distraction from his difficult reality. As he focused more on his magic, he shifted his attention away from the trauma of his day-to-day struggles and began to see his greater potential. As his confidence grew, he started performing for other kids in the hospital, as well as the medical staff. Magic became a source of light during a dark time in his life. Thankfully, this story has a happy ending: he didn't lose his leg, his cancer is now in remission, and he has graduated from high school.

Why... It begins with a story.

This story is about a young boy named Joshua, who faced significant challenges growing up. He struggled with fitting in and managing a sensory disorder, which made it difficult for him to connect with others. His parents worked hard for years to help him adjust, but by the time he reached ninth grade, they feared that without a significant change, he might never find his way.

That change came through guitar lessons. Joshua's parents were initially just looking for something to keep him occupied, hoping it would serve as a distraction from his anger. But as he began to focus on learning the guitar, something remarkable happened. His behavior improved, his grades went up, and he started to make friends. He laughed more, enjoyed life, and most importantly, he began to feel a sense of pride in himself that he had never felt before.

Today, Joshua is married, has a child of his own, and continues to work in the arts. His transformation was life-changing, and it inspired his parents to dedicate everything they had to helping other children discover the same possibilities.

What you may not know is that Joshua is the son of our founders and the reason The House of MAGIC Foundation for the Arts came to be. And because of what music did for him, they spent their life savings to start The House of MAGIC—a place where other children can find their talent, gain confidence, and experience the same sense of pride, transformation, and accomplishment that Joshua did.

Help Us to Expand Our Story

Help us expand our story and bring the transformative power of the arts to children and adults alike in Santa Paula. Acquiring the building at 102 N 7th St will provide The House of MAGIC Foundation for the Arts with a permanent space to offer arts education to the entire community. With dedicated areas for dance, music, art, magic, and performing arts classes, we will empower local children to explore their creativity, build confidence, and discover their potential. Additionally, adults will have the opportunity to develop their skills, foster new passions, and connect with others through the arts. The impact of the arts has already changed countless lives, and with your support, we can create an even greater legacy of inspiration, self-expression, and growth. Together, we can help individuals of all ages thrive, transforming their futures and making Santa Paula a brighter, more vibrant place for generations to come.

But we can't do this without your help. Your support is critical in making this vision a reality.

The Harmony Project:

Honoring the Past, Inspiring the Future

PROGRAM SUMMARY

Presented by: The House of MAGIC
Foundation for the Arts
A 501(c)3 Charitable Organization

Author: James E. Lantiegne
Executive Director

Date: January 15, 2025

PROGRAMS

Welcome to The Harmony Project

When this vision comes to fruition, The Harmony Project will offer an inspiring array of programs to the community of Santa Paula and its neighboring cities. Our initiative is dedicated to fostering creativity, connection, and growth through the arts. Whether it's children taking their first steps into artistic expression or adults rekindling their love for creativity, The Harmony Project is designed to enrich lives, unite our communities, and celebrate the transformative power of the arts.

- **Magic Mentor**: An educational program that teaches school-age children STEAM concepts through the captivating art of magic.
- **Magic of Tolerance**: An engaging magic show for elementary-age children that promotes safety, self-respect, and positive life choices.
- **Musical Theater**: A hands-on program where kids explore musical theater through Junior productions, with mentorship opportunities for older participants to learn the craft in depth.
- **Set Design**: A creative program where students learn the art of building theatrical sets and crafting realistic illusions on stage.
- **Community Outreach**: A program featuring podcasts and videos designed to keep the community informed about local events and initiatives.
- **Indi Film**: A program where students learn to script, direct, and produce their own independent films.
- **Magic Camp**: A free program where kids ages 8 to 15 can discover and learn the art of magic.
- **David Copperfield's Project Magic**: A therapeutic program that collaborates with rehabilitation centers, using the art of magic to help patients regain fine motor skills and cognitive abilities.
- **Improv**: A dynamic program that teaches students the art of spontaneity, communication, teamwork, and active listening through improvisational theater.

Programs offered in Collaboration

- **Music Programs**: A comprehensive program where instructors are invited to teach kids and adults how to play various musical instruments, along with vocal lessons to enhance their musical abilities.

- **Dance**: A program where instructors are invited to teach various dance styles for both kids and adults at our facility, fostering creativity, movement, and coordination.
- **Various Visual Arts Programs**: A range of programs where instructors are invited to teach different visual art forms, such as painting, drawing, sculpture, and more, for both kids and adults at our facility.

Research consistently shows that when kids are engaged in the arts, it has a profound impact on their overall development. Not only does it improve academic performance, but it also fosters better relationships, increases self-esteem, and promotes stronger social skills. Students involved in the arts are less likely to engage in criminal behavior and more likely to graduate high school and pursue higher education. The benefits extend far beyond the classroom, with arts participation helping individuals to develop resilience, creativity, and emotional intelligence—skills that enhance every area of life.

Many of the programs offered through The Harmony Project will be available as after-school and homeschool options, providing a safe and supportive environment for students. For many young people, the hours after school are spent returning to empty homes, and these programs offer a creative, enriching alternative. By engaging in the arts, students not only gain valuable skills but also have a space to explore their passions and build meaningful connections, all while fostering a sense of belonging and security.

In addition to our diverse array of programs, this space will feature a beautiful 125-seat theater, an auditorium, and a commercial kitchen, creating endless opportunities for community collaboration. These facilities will allow us to enhance live entertainment for our community and host events that cater to all age groups, from seniors to social clubs, ensuring that everyone has access to engaging, enriching experiences. By providing a versatile space, we can foster a vibrant community where culture, creativity, and connection thrive.

THE HARMONY PROJECT

Estimated Costs for Conversion

102 N 7th Street, Santa Paula CA 93060

A House of Magic Foundation for the Arts initiative

	COSTS	
ITEM	**BREAKDOWN**	**EXTENDED**
ACQUISITION		
Property Purchase		**$ 900,000**
Fee's and Permits		**$ 12,000**
UPGRADES		
Sprinkler System		**$ 50,000**
Temperature Control		**$ 80,000**
Painting		**$ 25,000**
Window Replacement		**$ 9,000**
Outdoor Signage		**$ 15,000**
Electrical System		
LED Lighting	$ 12,000	
Smoke Detectors	$ 5,000	
Security System	$ 2,500	
Theater Lighting	$ 30,000	
New outlets, etc.	$ 60,000	
Electrical Panel	$ 10,000	
Total Electrical Costs		**$ 119,500**
Plumbing		
Main Water Line Repair	$ 5,000	
Restroom & Fixtures	$ 30,000	
Piping & Drainage	$ 40,000	
Kitchen Plumbing	$ 15,000	
Total Plumbing Costs		**$ 90,000**
Commercial Kitchen		
Equipment Upgrade	$ 50,000	
Ventilation and Exhaust Upgrade	$ 18,000	
Plumbing and Electrical Upgrade	$ 20,000	
Permitting	$ 7,500	
Cabinets, Etc.	$ 10,000	
Total Kitchen Upgrade		**$ 105,500**
ADA Compliance		

Entry and Doorways	$	2,500		
Elevator	$	150,000		
Ramp and Stair Modifications	$	22,500		
Signage	$	1,800		
Flooring and Hallways	$	7,500		
Entry Ramp and Door	$	22,000		
Total ADA Costs			**$**	**206,300**
Total Project Costs			**$**	**1,612,300**
5% Contingency Fund			$	80,615
GRAND TOTAL			**$**	**1,692,915**

SUMMARY		
Fundraising	$	2,500,000
Project Costs	$	1,692,915
Capital Improvements Reserve	$	350,000
Program Costs	$	250,000
Fundraising Fees	$	200,000
TOTAL REMAINING	**$**	**7,085**

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: FUTURE AGENDA ITEMS

Date: April 2, 2025

Agenda Item: 12.A

RECOMMENDATION:

Staff recommends City Council review future agenda items.

BACKGROUND:

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

ANALYSIS:

Should a member of the City Council wish to introduce a future agenda topic, it should be done in compliance with the Council's adopted Manual of Procedural Guidelines, Section 5.1. Items introduced by a member of the Council during a Council meeting requires a second and should be reserved for time-sensitive matters needing attention within the proceeding 45 day period.

STRATEGIC PLAN:

FISCAL IMPACTS:

OPTIONS:

ATTACHMENTS:

04.16.2025 Future Agenda Items.docx

Santa Paula City Council Tentative Agenda Schedule

Activities associated with the Council's Strategic Plan*

	Special Meeting April 16, Time (TBD)	
	Closed Session: Labor Negotiations	
	Committee Interviews (Actual Date/Time TBD)	
	Regular Meeting April 16, 6:30pm	
Admin	Bike Trail Expansion Project	
P&R	California Oil Museum MOU for Building Contents	
PD	Military Equipment Annual Report – Renew Reso	
P&R	Union Oil Building Future Users	
PW	Public Works Department Report	
P&R	Approve Teague Park Restroom	
PW	Infrastructure Funding Options	
	Study Session May 7, Time (TBD)	
Admin	Council Procedural Guidelines	
	Regular Meeting May 7, 6:30pm	
PD	Public Safety Committee Discussion*	
P&R	Older Americans Month Proclamation	
P&R	Parks & Recreation Department Report	
Finance	3rd Quarter Budget Report	
Admin	Legislative Platform	
	STUDY SESSION TOPICS	
Admin	No Smoking Ordinance	TBD
Finance	Development Impact Fees (DIF)*	2nd Qtr.
Admin	Municipal Code Update – Joint with Planning Commission*	Ongoing
CDD	Use of Triangle Property on Housing	2nd Qtr.
	FUTURE AGENDA ITEMS	
PW	Plans & Specifications for 8th Street Streetlight Repair Project	
CDD	Central Business District Live Entertainment Ord 1339	
CDD	Cultural Arts Presentation*	
Legal	Fire MOU Amendment	
Legal	Development Code Amendments*	
CDD	Downtown Vacancies Options*	
CDD	Downtown Parking Inventory and Options*	

Updated 3/27/25