

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, JUNE 18, 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 MENTAL HEALTH AWARENESS PRESENTATION

7.B DISPATCHER OF THE YEAR

7.C PROJECT ESPERANZA RECOGNITION

7.D **COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT REPORT
RECOMMENDATION:**

That the City Council receive and file the report.

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 **MAY 2025 WARRANTS AND CERTIFICATIONS
RECOMMENDATION:**

Staff recommends that the City Council:

1. Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for May 2025, starting check number 340682 and ending check number 341043.
2. Review and accept the "Certification of Salaries" for the pay period ending dates May 2nd, 2025, through May 16th, 2025.

10.B **THREE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH MKN &
ASSOCIATES
RECOMMENDATION:**

Staff recommends that the City Council:

Authorize the City Manager to execute a Three-Year Professional Services Agreement with MKN & Associates, Inc. to provide professional engineering consulting services on a time and materials basis for water, wastewater, recycled water and stormwater program support, in the following fiscal year not-to-exceed amounts:

1. FY 2025-2026: \$2,455,214
2. FY 2026-2027: \$1,947,381
3. FY 2027-2028: \$976,428

10.C **AMENDMENT TO THREE-YEAR PROFESSIONAL SERVICES
AGREEMENT WITH GSI WATER SOLUTIONS, INC.
RECOMMENDATION:**

It is recommended that the City Council:

1. Authorize the City Manager to execute Amendment No. 1 to the Three-

Year Professional Services Agreement (“PSA”) with GSI Water Solutions, Inc. (“GSI”) to provide groundwater monitoring services on a time and materials basis for the Santa Paula Water Recycling Facility (“SPWRF”) in the amount of:

1. \$215,148 for FY 2025-2026
2. \$194,515 for FY 2026-2027
3. \$200,350 for FY 2027-2028

10.D **AMENDMENT TO THREE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH LARRY WALKER ASSOCIATES**
RECOMMENDATION:

It is recommended that the City Council:

(1) Authorize the City Manager to execute Amendment No. 1 to the Three-Year Professional Services Agreement (“PSA”) with Larry Walker Associates (“LWA”) (Attachment A) to provide Wastewater Discharge Permit Compliance Services on a time and materials basis for the Santa Paula Water Recycling Facility (“SPWRF”) in the amount of:

1. \$100,000 for FY 2025-2026
2. \$90,000 for FY 2026-2027
3. \$70,000 for FY 2027-2028

10.E **2025 LABOR DAY PARADE REQUEST FOR FEE WAIVER**
RECOMMENDATION:

1. Consider a request to waive 50% of the costs for City services for the 2025 Santa Paula Labor Day Parade.

11. PUBLIC HEARING

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

11.A **INTRODUCTION OF ORDINANCE NO. 1346 AMENDING CHAPTERS 16.13, 16.15, 16.23, 16.25, 16.29, 16.31, 16.33, 16.34, 16.35 AND 16.40 OF THE SANTA PAULA MUNICIPAL CODE IN ORDER TO CORRECT INCONSISTENCIES, OUTDATED LANGUAGE AND FORMATTING AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER SECTION 15061(b)(3) AND 15168(c)(2) OF THE PUBLIC RESOURCES CODE.**
RECOMMENDATION:

Staff recommends that the City Council:

1. Open the public hearing, receive public testimony, close the public hearing; and
2. Waive the first reading by title only, and introduce Ordinance No. 1346, entitled "An Ordinance amending Chapters 16.13, 16.15, 16.23, 16.25, 16.29, 16.31, 16.33, 16.34, 16.35, and 16.40 of the Santa Paula Municipal Code in order to correct inconsistencies, outdated language and formatting and finding the action to be statutorily exempt from CEQA under Section 15061(b)(3) and 15168(c)(2) of the Public Resources Code".

12. ACTION ITEMS

12.A PUBLIC SAFETY USE OF UNMANNED AERIAL SYSTEMS (UAS) DRAFT POLICY APPROVAL

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the recommended draft UAS policy.

Presented by: POLICE CHIEF DON AGUILAR

12.B DISCUSSION ON POTENTIAL PUBLIC SAFETY COMMITTEE OPTIONS

RECOMMENDATION:

Staff recommends that the City Council:

1. Consider options related to a public safety or police chief advisory committee and provide further feedback to staff to return with the guidelines and parameters for such a committee, based on Council consensus.

12.C CONSIDERATION OF A TENDER OFFER OF LIMCO STOCK

RECOMMENDATION:

Staff recommends that the City Council:

- A) Consider options related to a tender offer of City held stock and,
- B) Provide staff with direction on the offer.

Presented by: Dan Singer, City Manager

13. ITEMS FOR FUTURE AGENDAS

13.A FUTURE AGENDA ITEMS

RECOMMENDATION:

Staff recommends City Council review future agenda items.

14. BUDGET WORKSHOP (Continued from 6/18/2025 Special Meeting)

15. ADJOURNMENT

State of California)-

County of Ventura)- ss

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

On _____, at _____ Signed: _____

Julie Latshaw

City Clerk

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
REPORT

Date: June 18, 2025

Agenda Item: 7.D

RECOMMENDATION:

That the City Council receive and file the report.

BACKGROUND:

PLANNING DIVISION

Tuesday, February 25, 2025

Public Hearing: The Planning Commission approved Resolution No. 3865 recommending that 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 CEQA

Tuesday, March 25, 2025

Order of Business: The Planning Commission adopted resolution No. 3868 finding summary vacation of multipurpose trail easements at Harvest to be in conformity with the General Plan

Tuesday, April 22nd, 2025

Public Hearing: The Planning Commission adoption of resolution no. 3867 recommending the City Council approve project no. 2025-CDP-01, a conditional use permit to allow for the development of 207 attached condominiums, design review, and approval of vesting tentative tract map no. 6114; on parcels totaling approximately 9.72 acres to include (23) developable lots and approval of street names, subject to the conditions of approval

Public Hearing: The Planning Commission adopted resolution no. 3866 recommending that the City Council adopt an ordinance amending chapters 16.07, 16.09, 16.11, 16.21, and 16.27 of the Santa Paula Municipal Code in order to correct inconsistencies, outdated language and formatting, and the General Plan zoning map to change the zone on various properties generally located north of and adjacent to the Santa Paula airport and south of highway 126

from Manufacturing (M-1) to airport operational (KO), and finding the actions to be statutorily exempt from CEQA.

Tuesday, May 27th, 2025

Public Hearing: The Planning Commission adopted Resolution No. 3869, recommending that the City Council adopt an ordinance amending chapters 16.13, 16.15, 16.23, 16.25, 16.29, 16.31, 16.33, 16.34, 16.35 and 16.40 of the Santa Paula municipal code in order to correct inconsistencies, outdated language and formatting and finding the action to be statutorily exempt from CEQA.

Business Licenses

Nine Commercial business licenses and nine Home Business Occupations were issued between November 2024 and January 2025.

Development Applications

One new development application was received between November 2024 and January 2025 for the Foothill (Phase 2 of Harvest).

Planning Applications

Thirty new planning applications were received between November 2024 and January 2025.

SPECIFIC PLAN UPDATES

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

Staff is actively working with property owners to actively market the site for industrial-employment development

The Project consists of ±54 acres of the 125-acre Expansion Area. The land uses envisioned within the Specific Plan will be a mix of low-intensity industrial (such as light manufacturing or research and development), professional offices, and supporting commercial businesses.

East Area 2 Specific Plan Plan (SP-4)

Staff has been in discussions with Limoneira, Parkstone, Ventura County Health Care agency and Ventura County Fire Department to identify circulation and public safety improvements that add to viability of project development for medical, retail and mixed use.

COMMERCIAL DEVELOPMENT UPDATES

Good Orchard Event Center and Café (133 Mill Street)

The initial project (Wesley Hall repurpose/renovation) which includes a catering and event center, café and alcohol license has completed plan review and renovation of the spaces are underway.

East Area Gateway (Hallock/126/Telegraph)

Plans are under development for a 113,000 square foot commercial center which will include grocery, in-line retail and multiple restaurant pads. Project design review is currently underway and

the applicant plans to submit plans for review in the mid-2025.

INDUSTRIAL DEVELOPMENT UPDATE

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

Project approved by Planning Commission in 2012. City staff continuing to coordinate with applicants to complete the project since all entitlements and approvals were completed in March.

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

Proposal for a 5-building, 262-unit self-storage facility. The project is currently under development and completion is expected 4th quarter 2025.

Bender Property (Todd Rd and SR 126)

The developer, Bender Farms, is currently building an additional 76,000 square foot industrial shell building. Plan review has been completed and the site civil engineering and the building pad have been completed. Building plans are being finalized and vertical development is planned for 3rd quarter 2025.

RESIDENTIAL DEVELOPMENT UPDATE

Former Kmart (859 Faulkner Rd.)

Harridge Development Group, LLC., the owner and developer has completed Design review and demolition permit is ready for issuance. The developer has revised their plans and will need to submit the revised plans and condo map to Planning Commission and City Council late summer, The project proposal includes 207 market-rate, for sale, town homes.

12th Street and Harvard apartments

16 affordable apartments at Harvard Boulevard and 11th Street. Design review has been completed and the project plan revisions are under review.

Citrus Flats - Red Tail Apartments (18004 East Telegraph Rd)

298-unit apartment complex at East Telegraph Rd. and Whipple Rd. - 162 affordable units (40 Very-Low and 122 Low) along with 136 market-rate units The project fsite development is underway including grading and infrastructurew and foundations. Vertical development is planned late summer 2025.

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

Mixed use senior living and commercial project composed of 6,800 square feet of commercial and 27 senior apartments. The developer is working with the Housing Authority on connecting potential tenants through their section-eight waiting list. Project plans are under review.

Harvest at Limoneira-Lewis (East Area 1)

All lots for Phase I of the project have been sold to home builders and 617 homes are occupied. Of the 121 units available in Phase 1b, all units have been sold to Lennar and Richmond American. Lennar has also purchased the entirety of the 545 units which comprise Phase 2 of the development (Foothill neighborhood) which site grading and infrastructure are well underway. Plans for the first Phase of Foothill have been submitted for design review. In addition, Lewis has submitted preliminary plans for the development of a project along Santa Paula Street (directly south of the Sports Park) that will include rental duplex units, live work units and retail units directly south of the Sports Park.

Topa Vista Views Apartments

Homes to Hope, Cabrillo Economic Development and the Santa Paula Housing Authority are collaborating on an affordable housing development consisting of an 112-unit apartment complex on three vacant parcels adjacent to Teague Park. Preliminary financing has been secured and the developer is working on a concept plan submittal.

BUILDING AND SAFETY DIVISION

<u>PERMIT & FEE ACTIVITY</u>		
<u>FEB 2025 - MAY 2025</u>		
<u>2024</u>	<u>NUMBER OF PERMITS</u>	<u>TOTAL VALUATION:</u>
		\$18,973,916.01
Building Permits	83	\$35,950.77
Plumbing Permits	17	\$1,224.00
Electrical Permits	91	\$9,667.00
Mechanical Permits	23	\$1,656.00
<i>Total</i>	214	\$48,497.77
<u>2025</u>	<u>NUMBER OF PERMITS</u>	<u>TOTAL VALUATION:</u>
		\$70,990,194.50
Building Permits	90	\$154,831.55
Plumbing Permits	35	\$3,004.00
Electrical Permits	123	\$21,905.00
Mechanical Permits	14	\$1,148.00
<i>Total</i>	172	\$180,888.55

CODE COMPLIANCE DIVISION

There are currently a total of **176 active** code compliance cases and **49 closed** cases.

ECONOMIC DEVELOPMENT

Staff continues to regularly dialogue with commercial and industrial real estate brokers and

land owners to look for opportunities to connect businesses with available properties and expand options for employment growth.

In addition, the department participates in business round-table meetings, PBID coordination and face-to-face meetings with businesses.

Economic Development Standing Committee

The Committee has had two meetings in the last three months. The group discussed the implementation of a business outreach program, strategies for addressing vacancies in downtown retail spaces and soliciting businesses at the business round-table event for input on vision and goals that can improve the business environment.

OTHER ACTIVITIES

Wayfinding Project – Hunt

The consultant has completed designs which have been reviewed by the Wayfinding Committee and PBID; and approved by the City Council. Staff is working with the consultant to complete an implementation plan based on City Council direction that will include design improvements, project priorities, project timelines and procurement strategies.

Affordable Housing Trust Fund Oversight Committee

The Committee has had three meeting to review potential use of the funds for providing assistance to the People's Self Help, *Peoples Place* Project at 710 West Harvard Boulevard.

Facade Improvement Program

Staff has begun outreach to facade applicants and is working to assist applicants in completing applications. Once contractors have been finalized and scope of work for each project has been defined improvements will commence.

Mobile Home Rent Review

The ownership of 400 mobile estates submitted for a rent adjustment and the request went to a public hearing of the rent Review Commission. After testimony and deliberation, the commission voted to deny the application and request for rent increase.

Housing Element Annual Update to the State

The annual housing report was submitted to the State department of Housing and Community Development in April. The report provided updates on the policy changes, process improvements and housing development activity outlined in the Housing Element objectives. The report is provided in Attachment A.

ANALYSIS:

STRATEGIC PLAN:

FISCAL IMPACTS:

OPTIONS:

ATTACHMENTS:

[HCD CM Report.pdf](#)

ATTACHMENT A

Annual Housing Update for the State Housing and Community Development Department

Jurisdiction		Santa Paula	
Reporting Year		2023	(Jan. 1 - Dec. 31)
Housing Element Planning Period		6th Cycle	10/15/2021 - 10/15/2029
Building Permits Issued by Affordability Summary			
Income Level		Current Year	
Very Low	Deed Restricted		0
	Non-Deed Restricted		0
Low	Deed Restricted		0
	Non-Deed Restricted		0
Moderate	Deed Restricted		0
	Non-Deed Restricted		0
Above Moderate			0
			0
Total Units			0
totals			
Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	1	0	0
Single-family Detached	26	0	0
2 to 4 units per structure	0	0	0
5+ units per structure	0	0	0
Accessory Dwelling Unit	11	0	0
Mobile/Manufactured Home	0	0	0
Total	38	0	0
Infill Housing Developments and Infill Units Permitted		# of Projects	Units
Indicated as Infill		0	0
Not Indicated as Infill		0	0
Housing Applications Summary			
Total Housing Applications Submitted:			38
Number of Proposed Units in All Applications Received:			38
Total Housing Units Approved:			38
Total Housing Units Disapproved:			0
Use of SB 35 Streamlining Provisions - Applications			
Number of SB 35 Streamlining Applications			0
Number of SB 35 Streamlining Applications Approved			0
Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0
Streamlining Provisions Used - Permitted Units		# of Projects	Units
SB 9 (2021) - Duplex in SF Zone		0	0
SB 9 (2021) - Residential Lot Split		0	0
AB 2011 (2022)		0	0
SB 6 (2022)		0	0
SB 35 (2017)		0	0
Ministerial and Discretionary Applications			
		Applications	Units
Ministerial		38	39
Discretionary		0	0
Density Bonus Applications and Units Permitted			
Number of Applications Submitted Requesting a Density Bonus			0
Number of Units in Applications Submitted Requesting a Density Bonus			0
Number of Projects Permitted with a Density Bonus			0
Number of Units in Projects Permitted with a Density Bonus			0
Housing Element Programs Implemented and Sites Rezoned			
			Count
Programs Implemented			18
Sites Rezoned to Accommodate the RHNA			0

Jurisdiction	Santa Paula		
Reporting Year	2024	(Jan. 1 - Dec. 31)	
Housing Element Planning Period	6th Cycle	10/15/2021 - 10/15/2029	
Building Permits Issued by Affordability Summary			
Income Level			Current Year
Very Low	Deed Restricted	68	
	Non-Deed Restricted	0	
Low	Deed Restricted	0	
	Non-Deed Restricted	0	
Moderate	Deed Restricted	0	
	Non-Deed Restricted	0	
Above Moderate		0	
Total Units		68	
Note: Units serving extremely low-income households are included in the very low-income			
Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	0
Single-family Detached	38	0	0
2 to 4 units per structure	0	0	0
5+ units per structure	1	0	0
Accessory Dwelling Unit	3	0	0
Mobile/Manufactured Home	0	0	0
Total	42	0	0
Infill Housing Developments and Infill Units Permitted	# of Projects	Units	
Indicated as Infill	0	0	
Not Indicated as Infill	0	0	
Housing Applications Summary			
Total Housing Applications Submitted:			42
Number of Proposed Units in All Applications Received:			109
Total Housing Units Approved:			74
Total Housing Units Disapproved:			0
Use of SB 423 Streamlining Provisions - Applications			
Number of SB 423 Streamlining Applications			0
Number of SB 423 Streamlining Applications Approved			0
Units Constructed - SB 423 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0
Streamlining Provisions Used - Permitted Units		# of Projects	Units
SB 9 (2021) - Duplex in SF Zone		0	0
SB 9 (2021) - Residential Lot Split		0	0
AB 2011 (2022)		0	0
SB 6 (2022)		0	0
SB 423 (2023)		0	0
Ministerial and Discretionary Applications		# of	Units
Ministerial		41	41
Discretionary		1	68
Density Bonus Applications and Units Permitted			
Number of Applications Submitted Requesting a Density Bonus			0
Number of Units in Applications Submitted Requesting a Density Bonus			0
Number of Projects Permitted with a Density Bonus			0
Number of Units in Projects Permitted with a Density Bonus			0
Housing Element Programs Implemented and Sites Rezoned			Count
Programs Implemented			18
Sites Rezoned to Accommodate the RHNA			

HCD Report 2024

In 2023, the City of Santa Paula issued 38 Certificates of Occupancy (CofOs), compared to 42 in 2024. The City also processed 109 residential permit applications in 2024, with 74 approvals. This uptick in permit activity is largely attributed to continued development at the Harvest project, reflecting a moderate level of planning activity, though overall development progress—including permitting and completion—remains limited.

Santa Paula currently implements 18 housing programs outlined in the City’s Housing Element. Several programs have been activated in response to residential development over the past five years. For instance, the Mobile Home Park Tenant Protections program has been updated. At Mountain View Mobile Home Park (MHP), which shares its site with a former RV park, the RV section was transitioned into “People’s Place”—a 100% affordable housing project approved in 2020 and completed in 2024 under supervision from the California Department of Housing and Community Development (HCD). Mountain View MHP remains operational.

The Housing Code Enforcement Program now includes a full-time code enforcement officer, resulting in more timely responses and an increase in Building & Safety permits. Under the Workforce and Senior Housing Development Program, the City continues to collaborate with a developer on a 27-unit senior housing project (age 55+), approved in 2021. Seven of these units are deed-restricted for low-income residents.

In 2022, the City worked with a developer on an Affordable Housing Plan for the Red Tail Apartments (also known as Citrus Flats), a by-right project. The plan updated unit siting and amenities for 166 deed-restricted affordable units, aligned with a more modern code framework. The project was approved in 2023 and is now under construction. It also complies with the City’s Inclusionary Housing requirements.

The most recent annexation—East Area 1 (EA1) Specific Plan—was approved in 2013 and is currently under construction. The original plan anticipated 1,500 new homes, including 110 market-rate units affordable to households earning up to 200% of the county’s median income. In 2024, an addendum increased the allowable number of units from 1,500 to 2,050.

The City issued a Temporary Certificate of Occupancy for the Jackson House CCF/Rehabilitation facility, originally approved in 2020. A full CofO was granted, and the facility officially opened in Q1 2022. In 2023, the City purchased a vacant commercial lot to develop transitional housing, including a potential tiny home village.

Throughout this period, the City continued to provide fair housing resources and referrals. No requests for reasonable accommodation were reported in 2022. In March 2024, 211 Ventura County gave a presentation to City Council about legal aid services for both tenants and landlords. Informational brochures were distributed at public counters. That same month, City staff also presented Senate Bill 567 (an amendment to the 2019 Tenant Protection Act) and discussed tenant protections, including restrictions on improper “substantial remodel” evictions. Staff are coordinating with the Fair Housing Council of Southern California (HRC) to explore legal clinics and fair housing services, which may be contracted separately.

The City continued to monitor the impacts of Measure L6 and the Growth Management Ordinance (GMO); no projects triggered these measures in 2024. The City also maintained an adequate inventory of sites to meet its RHNA allocation. No lot consolidations or Affordable Housing Overlay (AHO) projects occurred during this reporting period.

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Beatriz Jimenez, Assistant Finance Director

Subject: MAY 2025 WARRANTS AND CERTIFICATIONS

Date: June 18, 2025

Agenda Item: 10.A

RECOMMENDATION:

Staff recommends that the City Council:

1. Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for May 2025, starting check number 340682 and ending check number 341043.
2. Review and accept the "Certification of Salaries" for the pay period ending dates May 2nd, 2025, through May 16th, 2025.

BACKGROUND:

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

Presented in the attached documents:

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

The "Check Report" depicts the following columns:

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

CERTIFICATION OF SALARIES

This is the certification (separation of duties between "preparer" and the "reviewer") of salaries and benefits (payroll checks) by fund. It lists salary (payroll) issued checks by beginning and ending check number, payroll ending dates May 2nd, 2025, through May 16th, 2025.

ANALYSIS:

See the attachment to this staff report for expense breakdown by respective fund.

STRATEGIC PLAN:

None.

FISCAL IMPACTS:

None.

OPTIONS:

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

1. Decline to receive and file May 2025 Certifications of Accounts Payable Checks and Certifications of Salaries.

ATTACHMENTS:

[May 2025 PY and AP Certifications.pdf](#)

EXHIBIT A:
CERTIFICATION OF SALARIES

CERTIFICATION OF SALARIES

BEG. CHK #: 148822
ENDING CHK #: 148833

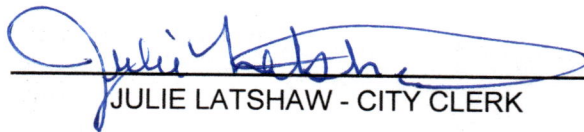
PAYROLL ENDING: 05/02/25
PAY DATE: 05/09/25

100	GENERAL FUND	374,055.74
104	GENERAL FUND-MEASURE T	82,820.25
206	STORMWATER PROGRAM	3,524.10
280	STATE GAS TAX FUND	21,845.17
405	AAA-AREA AGCY ON AG	1,897.02
610	SEWER ENTERPRISE FUND	11,748.75
620	WATER ENTERPRISE FUND	73,694.47
702	EQUIP. MAINT. FUND	12,841.02

\$

582,426.52

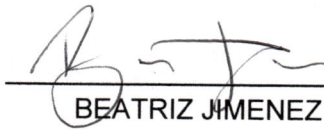
CERTIFICATION
ALLOWED BY THE CITY COUNCIL


JULIE LATSHAW - CITY CLERK DATED 6/5/2025



PREPARED BY:


MARIA RENTERIA - PAYROLL SPECIALIST DATED 6/5/25


BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR DATED 6/5/25

Fund Summary

Fund	Units	Amount
100-GENERAL	6,762.37	374,055.74
104-GENERAL FUND-MEASURE T	1,721.74	82,820.25
206-STORMWATER PROGRAM	60.98	3,524.10
280-STATE GAS TAX	476.58	21,845.17
405-AAA (AREA AGCY ON AGING)	71.30	1,897.02
610-SEWER	225.81	11,748.75
620-WATER	1,479.47	73,694.47
702-EQUIPMENT MAINTENANCE	247.00	12,841.02
Grand Total:	11,045.25	582,426.52

CERTIFICATION OF SALARIES

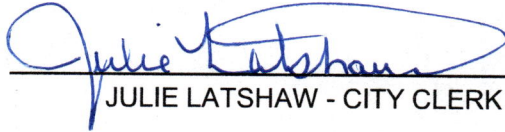
BEG. CHK #: 148834
ENDING CHK #: 148844

PAYROLL ENDING: 05/16/25
PAY DATE: 05/23/25

100	GENERAL FUND	375,202.54
104	GENERAL FUND-MEASURE T	83,877.72
206	STORMWATER PROGRAM	3,571.96
280	STATE GAS TAX FUND	20,520.94
405	AAA-AREA AGCY ON AG	1,933.07
610	SEWER ENTERPRISE FUND	12,097.91
620	WATER ENTERPRISE FUND	75,024.99
702	EQUIP. MAINT. FUND	12,841.02

\$ 585,070.15

CERTIFICATION
ALLOWED BY THE CITY COUNCIL


JULIE LATSHAW - CITY CLERK

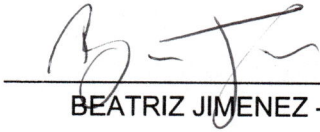
6/5/25
DATED



PREPARED BY:


MARIA RENTERIA - PAYROLL SPECIALIST

6/5/25
DATED


BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR

6/5/25
DATED

Fund Summary

Fund	Units	Amount
100-GENERAL	9,718.29	375,202.54
104-GENERAL FUND-MEASURE T	2,021.42	83,877.72
206-STORMWATER PROGRAM	92.06	3,571.96
280-STATE GAS TAX	573.46	20,520.94
405-AAA (AREA AGCY ON AGING)	73.20	1,933.07
610-SEWER	474.80	12,097.91
620-WATER	2,657.02	75,024.99
702-EQUIPMENT MAINTENANCE	247.00	12,841.02
Grand Total:	15,857.25	585,070.15

EXHIBIT B:
CERTIFICATION OF ACCOUNTS
PAYABLES

CERTIFICATION OF ACCOUNTS PAYABLE CHECKS

CHECK NO.:	340682	THRU:	340779	DATED:	May 1, 2025
CHECK NO.:	340780	THRU:	340780	DATED:	May 5, 2025
CHECK NO.:	340781	THRU:	340786	DATED:	May 7, 2025
CHECK NO.:	340787	THRU:	340793	DATED:	May 12, 2025
CHECK NO.:	340796	THRU:	340904	DATED:	May 15, 2025
CHECK NO.:	340905	THRU:	340911	DATED:	May 23, 2025
CHECK NO.:	340912	THRU:	340913	DATED:	May 22, 2025
CHECK NO.:	340914	THRU:	341043	DATED:	May 29, 2025

DRAFT:	992435	THRU:	992435	DATED:	May 9, 2025
DRAFT:	992436	THRU:	992436	DATED:	May 5, 2025
DRAFT:	992437	THRU:	992437	DATED:	May 7, 2025
DRAFT:	992438	THRU:	992442	DATED:	May 14, 2025
DRAFT:	992443	THRU:	992443	DATED:	May 21, 2025
DRAFT:	992444	THRU:	992446	DATED:	May 28, 2025
DRAFT:	992447	THRU:	992447	DATED:	May 16, 2025
DRAFT:	992448	THRU:	992448	DATED:	May 28, 2025
DRAFT:	992449	THRU:	992449	DATED:	May 29, 2025

VOIDED CHECK NO.:	340776	THRU:	340776	DATED:	May 1, 2025
VOIDED CHECK NO.:	340913	THRU:	340913	DATED:	May 22, 2025
VOIDED CHECK NO.:	340869	THRU:	340869	DATED:	May 15, 2025
VOIDED CHECK NO.:	340462	THRU:	340462	DATED:	May 8, 2025
VOIDED CHECK NO.:	340622	THRU:	340622	DATED:	May 6, 2025

COUNCIL MEETING DATE: June 18, 2025

AMOUNT OF CERTIFICATION: \$ 2,804,803.84

DISTRIBUTION BY FUND

100 GENERAL FUND	\$698,624.99
103 CABLE TELEVISION FUND	\$3,605.94
104 PROF/CONTR SVCS-OTHER	\$233,041.94
115 RECREATION PROGRAM	\$13,120.60
205 NPDES STORMWATER QUALITY	\$15,116.50
206 STORMWATER PROGRAM	\$4,537.76
207 UNION OIL BUILDING ENDOWMENT	\$552.50
229 SVCS-DESIGN/STUDY	\$15,305.63
280 STATE GAS TAX	\$88,314.39
281 LOCAL TRANSPORTATION TAX/LTF/TDA	\$209,890.53
282 LOCAL TRANSPORTATION-ART 3	\$9,170.70
311 SLESF-COPS (AB1913)	\$2,480.00
312 CA USED OIL BLOCK GRANT	\$39.16
319 NEW EQUIPMENT	\$73,527.45
405 AAA (AREA AGENCY ON AGING	\$2,264.66
412 AMERICAN RESCUE PLAN	\$519,713.35
450 HUD - CDBG	\$700.00
500 HILLSBOROUGH OPEN SPACE MAINT	\$455.00
503 GHAD-GEO HAZ ABATEMENT	\$2,584.50
504 HARVEST CFD EA1	\$10,592.50
505 PBID	\$675.00
610 SEWER ENTERPRISE	\$399,185.36
620 WATER ENTERPRISE	\$272,997.21
702 EQUIPMENT MAINTENANCE FUND	\$22,922.64
800 CASH DEPOSIT TRUST FUND	\$205,263.14
803 HARDING PARK TRUST	\$5,740.58
TOTAL FUND DISTRIBUTION	\$2,810,422.03

PREPARED BY: Anaury Gonzalez
 ANAURY GONZALEZ
 ACCOUNTING SPECIALIST

REVIEWED BY: Beatriz Jimenez
 BEATRIZ JIMENEZ
 ASSISTANT FINANCE DIRECTOR

ALLOWED BY CITY COUNCIL

DATE: June 5, 2025

EXCEPT: _____

CITY CLERK: Julie Latshaw
 JULIE LATSHAW, CITY CLERK

Variance of \$5,618.19 due to voided checks.



Fund Summary

Fund	Payment Amount
100 - GENERAL	698,624.99
103 - CABLE TELEVISION	3,605.94
104 - GENERAL FUND-MEASURE T	233,041.94
115 - GENERAL RECREATION PRO	13,120.60
205 - NPDES STORMWATER QUALITY	15,116.50
206 - STORMWATER PROGRAM	4,537.76
207 - UNION OIL BULDING ENDOWMENT - OPERATING FU	552.50
229 - TRAFFIC IMPACT FEE	15,305.63
280 - STATE GAS TAX	88,314.39
281 - LOCAL TRANSPORTATION TDA	209,890.53
282 - LOCAL TRANS TDA ART 3	9,170.70
311 - SLESF- COPS (AB1913)	2,480.00
312 - CA USED OIL BLOCK GRANT	39.16
319 - MISC STATE GRANTS	73,527.45
405 - AAA (AREA AGCY ON AGING)	2,264.66
412 - AMERICAN RESCUE PLAN	519,713.35
450 - HUD- CDBG	700.00
500 - HILLSBOROUGH OPEN SPACE	455.00
503 - GHAD-GEO HAZ ABATE DIST	2,584.50
504 - HARVEST CFD EA1	10,592.50
505 - PROPERTY BUSINESS IMPROVEMENT DISTRICT	675.00
610 - SEWER	399,185.36
620 - WATER	272,997.21
702 - EQUIPMENT MAINTENANCE	22,922.64
800 - MISC DEPOSITS	205,263.14
803 - HARDING PARK TRUST	5,740.58
Grand Total:	2,810,422.03



City of Santa Paula, CA

Check Report

By Check Number

Date Range: 05/01/2025 - 05/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-ACCOUNTS PAYABLE						
012191	DATAPROSE, LLC	05/08/2025	Regular	0.00	-5,418.19	340462
016679	MENDEZ, VINCENT	05/06/2025	Regular	0.00	-200.00	340622
010378	ALBERTSON'S/SAFEWAY	05/01/2025	Regular	0.00	502.44	340682
014317	ALDERSGATE INVESTMENT, LLC	05/01/2025	Regular	0.00	760.48	340683
015448	ALL CITY MANAGEMENT SERVICES, INC.	05/01/2025	Regular	0.00	14,387.90	340684
015896	ALONSO TOOLS, LLC	05/01/2025	Regular	0.00	178.08	340685
015498	AMAZON CAPITAL SERVICES	05/01/2025	Regular	0.00	4,431.52	340686
016402	AQUAPULSE CHEMICALS LLC	05/01/2025	Regular	0.00	6,652.00	340687
011297	ASSOCIATION OF WATER AGENCIES OF VENTUR	05/01/2025	Regular	0.00	1,500.00	340688
011738	AT&T CALNET 3	05/01/2025	Regular	0.00	516.17	340689
012677	AUTOZONE	05/01/2025	Regular	0.00	33.03	340690
015318	BADGER METER	05/01/2025	Regular	0.00	3,060.50	340691
011253	BAY ALARM COMPANY	05/01/2025	Regular	0.00	250.50	340692
014680	BEST BEST & KRIEGER LLP	05/01/2025	Regular	0.00	234.00	340693
011464	BUSINESS CARD	05/01/2025	Regular	0.00	2,247.39	340694
011464	BUSINESS CARD	05/01/2025	Regular	0.00	3,550.05	340695
011464	BUSINESS CARD	05/01/2025	Regular	0.00	2,830.98	340696
011464	BUSINESS CARD	05/01/2025	Regular	0.00	4,298.45	340697
016696	CALDERON, JACQUELINE	05/01/2025	Regular	0.00	144.80	340698
012170	CALIFORNIA ELECTRIC SUPPLY-VENTURA	05/01/2025	Regular	0.00	543.06	340699
016339	CALIFORNIA POLICE ACTIVITIES LEAGUE	05/01/2025	Regular	0.00	25,000.00	340700
012679	CAL-STATE AUTO PARTS	05/01/2025	Regular	0.00	134.03	340701
015593	CANNON CORPORATION	05/01/2025	Regular	0.00	347.50	340702
016444	CENDEJAS, ERIC	05/01/2025	Regular	0.00	375.00	340703
015678	CORNEJO, LESLIE	05/01/2025	Regular	0.00	520.97	340704
011149	COSTCO WHOLESALE	05/01/2025	Regular	0.00	517.18	340705
011148	COUNTY OF VENTURA	05/01/2025	Regular	0.00	699.32	340706
015615	COUNTY OF VENTURA - CEO	05/01/2025	Regular	0.00	700.00	340707
011161	CRAGOE PEST SERVICES INC	05/01/2025	Regular	0.00	125.00	340708
012191	DATAPROSE, LLC	05/01/2025	Regular	0.00	874.38	340709
011811	DE LAGE LANDEN	05/01/2025	Regular	0.00	1,501.45	340710
011210	DEPARTMENT OF JUSTICE	05/01/2025	Regular	0.00	130.00	340711
016156	EFUEL LLC	05/01/2025	Regular	0.00	8,427.26	340712
016697	EILAR, CHRISTINA	05/01/2025	Regular	0.00	519.57	340713
011152	ELECTIONS DIVISION	05/01/2025	Regular	0.00	1,201.46	340714
015438	ENCOMPASS CONSULTANT GROUP	05/01/2025	Regular	0.00	902.00	340715
010385	ENVIRONMENTAL HEALTH DIVISION	05/01/2025	Regular	0.00	1,474.92	340716
016126	ENVISION VTA FD AUTO LLC	05/01/2025	Regular	0.00	23.52	340717
010187	F M PEARCE Company	05/01/2025	Regular	0.00	226.50	340718
010395	FAMCON PIPE & SUPPLY, INC.	05/01/2025	Regular	0.00	14,413.87	340719
014348	FERRIS, SABRINA ZAN	05/01/2025	Regular	0.00	327.60	340720
010440	FGL ENVIRONMENTAL, INC	05/01/2025	Regular	0.00	5,310.00	340721
015835	FLORES, ELIXEO	05/01/2025	Regular	0.00	81.27	340722
012437	FMP UNIFORM CO.	05/01/2025	Regular	0.00	484.88	340723
010432	FRANK'S PAINT & HARDWARE	05/01/2025	Regular	0.00	2,422.09	340724
010441	FRUIT GROWERS SUPPLY CO	05/01/2025	Regular	0.00	300.80	340725
010797	GAS COMPANY, THE	05/01/2025	Regular	0.00	1,850.60	340726
012800	GRANITE CONSTRUCTION COMPANY	05/01/2025	Regular	0.00	4,546.50	340727
016577	HANNON-WADKINS, TRINA	05/01/2025	Regular	0.00	660.00	340728
014686	HASA, INC.	05/01/2025	Regular	0.00	2,331.15	340729
010537	HOUSE SANITARY SUPPLY	05/01/2025	Regular	0.00	1,958.52	340730
014988	INFRASCALE INC.	05/01/2025	Regular	0.00	1,590.91	340731
016565	J.L. PLANK, INCORPORATED	05/01/2025	Regular	0.00	341,236.99	340732
015879	JAURIQUE JR., RAYMOND MARK	05/01/2025	Regular	0.00	300.00	340733

Check Report

Date Range: 05/01/2025 - 05/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
012750	JORDANO'S INC. AND SUBSIDIARIES	05/01/2025	Regular	0.00	189.21	340734
016675	KONECRANES, INC.	05/01/2025	Regular	0.00	2,100.55	340735
016695	LEMONS, ROBERT	05/01/2025	Regular	0.00	190.52	340736
010061	LOWE'S	05/01/2025	Regular	0.00	1,112.70	340737
014436	MINER'S ACE HARDWARE	05/01/2025	Regular	0.00	469.07	340738
010218	NEW IMAGE AUTO BODY	05/01/2025	Regular	0.00	1,677.56	340739
015436	NUTRIEN AG SOLUTIONS, INC.	05/01/2025	Regular	0.00	2,577.90	340740
012691	O'REILLY AUTOMOTIVE STORES, INC.	05/01/2025	Regular	0.00	1,635.09	340741
016353	PLAYCORE WISCONSIN INC.	05/01/2025	Regular	0.00	7,583.00	340742
014320	POLYDYNE, INC.	05/01/2025	Regular	0.00	25,747.65	340743
010289	PROUSYS, INC	05/01/2025	Regular	0.00	6,500.00	340744
014934	RAMIREZ, JOSHUA	05/01/2025	Regular	0.00	819.00	340745
010047	ROBERT HALF	05/01/2025	Regular	0.00	2,333.68	340746
015399	ROBERT WILLIAM COMPANY, LLC	05/01/2025	Regular	0.00	11,086.27	340747
016610	ROTH STAFFING COMPANIES, LP	05/01/2025	Regular	0.00	1,803.48	340748
010376	SAFETY-KLEEN SYSTEMS, INC.	05/01/2025	Regular	0.00	100.00	340749
014129	SAM HILL & SONS, INC	05/01/2025	Regular	0.00	27,550.00	340750
010693	SANTA PAULA CLEANERS	05/01/2025	Regular	0.00	234.00	340751
011263	SANTA PAULA SELF STORAGE	05/01/2025	Regular	0.00	2,290.00	340752
013467	SATICOY UPHOLSTERY - ZUNIGA, RUTILIO	05/01/2025	Regular	0.00	2,138.42	340753
014804	SERVICE TECH	05/01/2025	Regular	0.00	947.00	340754
016690	SIBRIAN, ANTHONY	05/01/2025	Regular	0.00	751.00	340755
013909	SITEONE LANDSCAPE SUPPLY, LLC	05/01/2025	Regular	0.00	1,282.71	340756
010785	SMART & FINAL	05/01/2025	Regular	0.00	289.50	340757
010795	SOUTHERN CALIFORNIA EDISON	05/01/2025	Regular	0.00	9,780.64	340758
015809	STANDARD SITE RENTALS INC.	05/01/2025	Regular	0.00	302.48	340759
011144	STAPLES, INC.	05/01/2025	Regular	0.00	419.90	340760
016698	SWEAT, COURTNEY	05/01/2025	Regular	0.00	5,564.83	340761
015001	SYNAGRO-WWT, INC.	05/01/2025	Regular	0.00	16,346.86	340762
015728	THE COUNSELING TEAM INTERNATIONAL	05/01/2025	Regular	0.00	2,200.00	340763
012070	TRAFFIC TECHNOLOGIES	05/01/2025	Regular	0.00	344.14	340764
015505	TRIPEPI, SMITH AND ASSOCIATES, INC.	05/01/2025	Regular	0.00	1,575.00	340765
011389	TYLER TECHNOLOGIES, INC	05/01/2025	Regular	0.00	21,555.94	340766
010885	UNDERGROUND SERVICE ALERT OF SOUTHERN	05/01/2025	Regular	0.00	183.36	340767
010903	USA BLUE BOOK	05/01/2025	Regular	0.00	504.49	340768
016638	VARIABLE SPEED SOLUTIONS	05/01/2025	Regular	0.00	1,755.00	340769
010920	VENTURA COUNTY AIR POLLUTION CONTROL D	05/01/2025	Regular	0.00	733.00	340770
015186	VENTURA COUNTY AUTO SUPPLY, INC.	05/01/2025	Regular	0.00	385.59	340771
010938	VENTURA COUNTY SHERIFF'S OFFICE	05/01/2025	Regular	0.00	4,656.00	340772
010952	VENTURA TROPHY COMPANY	05/01/2025	Regular	0.00	721.93	340773
010978	VULCAN MATERIALS COMPANY	05/01/2025	Regular	0.00	1,510.69	340774
011010	WILLDAN ENGINEERING	05/01/2025	Regular	0.00	81,001.98	340775
	Void	05/01/2025	Regular	0.00	0.00	340776
014968	WILLDAN FINANCIAL SERVICES	05/01/2025	Regular	0.00	5,100.00	340777
016692	WRIGHT, NICOLE	05/01/2025	Regular	0.00	4,260.00	340778
013843	YOUNG, DUNCAN JAMES	05/01/2025	Regular	0.00	2,210.00	340779
016035	APEX GENERAL CONTRACTORS, INC	05/05/2025	Regular	0.00	73,527.45	340780
015244	ACCURATE FIRST AID SERVICES	05/15/2025	Regular	0.00	495.22	340796
010378	ALBERTSON'S/SAFEWAY	05/15/2025	Regular	0.00	792.11	340797
015896	ALONSO TOOLS, LLC	05/15/2025	Regular	0.00	106.25	340798
015498	AMAZON CAPITAL SERVICES	05/15/2025	Regular	0.00	2,260.15	340799
016240	ATKINSON, ANDELSON, LOYA, RUUD AND ROM	05/15/2025	Regular	0.00	3,678.69	340800
013416	BIG 5 CORP	05/15/2025	Regular	0.00	98.30	340801
015398	BUNNIN CHEVROLET OF SANTA PAULA	05/15/2025	Regular	0.00	990.00	340802
011317	CALIFORNIA BUILDING OFFICIALS	05/15/2025	Regular	0.00	255.00	340803
012679	CAL-STATE AUTO PARTS	05/15/2025	Regular	0.00	156.53	340804
011089	CAROLLO ENGINEERS	05/15/2025	Regular	0.00	3,955.75	340805
016444	CENDEJAS, ERIC	05/15/2025	Regular	0.00	340.00	340806
015874	CHANDLER ASSET MANAGEMENT, INC.	05/15/2025	Regular	0.00	2,646.74	340807
015999	CHARTER COMMUNICATIONS HOLDING, LLC	05/15/2025	Regular	0.00	2,023.88	340808
016140	CHAVEZ, PEDRO	05/15/2025	Regular	0.00	106.15	340809

Check Report

Date Range: 05/01/2025 - 05/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
015480	CNL FOOD PROS LLC	05/15/2025	Regular	0.00	1,355.75	340810
014038	COASTAL BYPRODUCTS	05/15/2025	Regular	0.00	610.00	340811
016684	COOKSON, EARL	05/15/2025	Regular	0.00	8,418.94	340812
011137	COPQUEST, INC.	05/15/2025	Regular	0.00	1,057.80	340813
011149	COSTCO WHOLESALE	05/15/2025	Regular	0.00	795.39	340814
011148	COUNTY OF VENTURA	05/15/2025	Regular	0.00	174.83	340815
010932	COUNTY OF VENTURA IT SERVICES	05/15/2025	Regular	0.00	2,293.12	340816
012939	CPRS MEMBERSHIP	05/15/2025	Regular	0.00	150.00	340817
011161	CRAGOE PEST SERVICES INC	05/15/2025	Regular	0.00	1,285.00	340818
014331	CULLIGAN WATER	05/15/2025	Regular	0.00	108.33	340819
012191	DATAPROSE, LLC	05/15/2025	Regular	0.00	5,418.19	340820
016263	DCH THOUSAND OAKS-F, INC	05/15/2025	Regular	0.00	773.70	340821
012948	DIAL SECURITY 2021	05/15/2025	Regular	0.00	266.40	340822
013724	DIRECT TV	05/15/2025	Regular	0.00	115.24	340823
013975	DODOS DESIGN - GARCIA, DAVID	05/15/2025	Regular	0.00	605.78	340824
016156	EFUEL LLC	05/15/2025	Regular	0.00	7,499.40	340825
014937	ELEGANT RENTAL	05/15/2025	Regular	0.00	287.50	340826
013360	ENGEO INCORPORATED	05/15/2025	Regular	0.00	2,584.50	340827
010385	ENVIRONMENTAL HEALTH DIVISION	05/15/2025	Regular	0.00	3,500.88	340828
010404	FENCE FACTORY SATICOY	05/15/2025	Regular	0.00	139.49	340829
010440	FGL ENVIRONMENTAL, INC	05/15/2025	Regular	0.00	10,341.00	340830
010432	FRANK'S PAINT & HARDWARE	05/15/2025	Regular	0.00	504.21	340831
014061	FRONTIER COMMUNICATIONS	05/15/2025	Regular	0.00	2,469.64	340832
010441	FRUIT GROWERS SUPPLY CO	05/15/2025	Regular	0.00	22.29	340833
010797	GAS COMPANY, THE	05/15/2025	Regular	0.00	660.10	340834
016449	GAYTAN, CARLOS	05/15/2025	Regular	0.00	1,297.17	340835
015222	GOODSUITE	05/15/2025	Regular	0.00	1,276.04	340836
015666	GOVINVEST INC.	05/15/2025	Regular	0.00	7,000.00	340837
012800	GRANITE CONSTRUCTION COMPANY	05/15/2025	Regular	0.00	1,683.54	340838
016691	GREG RENTS, INC.	05/15/2025	Regular	0.00	359.88	340839
015747	HACH COMPANY	05/15/2025	Regular	0.00	15,049.00	340840
010527	HDL COREN & CONE	05/15/2025	Regular	0.00	3,200.00	340841
010537	HOUSE SANITARY SUPPLY	05/15/2025	Regular	0.00	1,186.23	340842
016694	HR DYNAMICS & PERFORMANCE, INC	05/15/2025	Regular	0.00	52,673.06	340843
016254	HUNT DESIGN ASSOCIATES, INC.	05/15/2025	Regular	0.00	2,025.00	340844
010551	ICMA INTERNATIONAL CIT/COUNTY MANAGEN	05/15/2025	Regular	0.00	831.07	340845
013711	INDEPENDENT ORDER OF ODD FELLOWS	05/15/2025	Regular	0.00	2,782.26	340846
010595	J & H ENGINEERING GENERAL CONTRACTOR, IN	05/15/2025	Regular	0.00	54,701.00	340847
016343	JOEDICKER, LINA A.	05/15/2025	Regular	0.00	850.00	340848
014735	JOHNSON CONTROLS SECURITY SOLUTIONS	05/15/2025	Regular	0.00	872.59	340849
016700	JOLLY BOUNCERS INC	05/15/2025	Regular	0.00	1,177.76	340850
013483	JUAREZ, CARLOS	05/15/2025	Regular	0.00	500.00	340851
016571	KEMCORP CONSTRUCTION, INC.	05/15/2025	Regular	0.00	18,649.61	340852
011796	LANDS' END BUSINESS OUTFITTERS	05/15/2025	Regular	0.00	692.07	340853
013544	LARRY WALKER ASSOCIATES, INC.	05/15/2025	Regular	0.00	5,582.50	340854
016699	LEGENDS SPORTS PHOTOGRAPHY LLC	05/15/2025	Regular	0.00	617.76	340855
016608	LUBER BROS, INC.	05/15/2025	Regular	0.00	1,919.50	340856
015633	M6 CONSULTING, INC.	05/15/2025	Regular	0.00	29,421.00	340857
013591	MADLAND TOYOTA - LIFT	05/15/2025	Regular	0.00	441.04	340858
015032	MAGIC JUMP RENTALS VENTURA	05/15/2025	Regular	0.00	2,459.00	340859
015442	MARIPOSA LANDSCAPES, INC.	05/15/2025	Regular	0.00	5,160.58	340860
010138	MC MASTER-CARR SUPPLY CO	05/15/2025	Regular	0.00	279.93	340861
016679	MENDEZ, VINCENT	05/15/2025	Regular	0.00	200.00	340862
014436	MINER'S ACE HARDWARE	05/15/2025	Regular	0.00	562.21	340863
012895	MNS ENGINEERS, INC.	05/15/2025	Regular	0.00	27,215.63	340864
016052	NATURAL GREEN LANDSCAPE, INC.	05/15/2025	Regular	0.00	10,750.00	340865
012691	O'REILLY AUTOMOTIVE STORES, INC.	05/15/2025	Regular	0.00	462.92	340866
015335	PAVEMENT COATING CO.	05/15/2025	Regular	0.00	63.55	340867
016305	PEREZ, JOSE LUIS	05/15/2025	Regular	0.00	286.00	340868
014663	PHOENIX CIVIL ENGINEERING, INC.	05/15/2025	Regular	0.00	20,560.00	340869
014663	PHOENIX CIVIL ENGINEERING, INC.	05/15/2025	Regular	0.00	-20,560.00	340869

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Date Range: 05/01/2025 - 05/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
010960	PUBLIC WORKS AGENCY	05/15/2025	Regular	0.00	15,002.10	340870
013739	QUADIENT FINANCE USA, INC.	05/15/2025	Regular	0.00	1,000.00	340871
013730	QUADIENT LEASING USA, INC.	05/15/2025	Regular	0.00	1,206.86	340872
016509	QUALITY FENCE CO., INC.	05/15/2025	Regular	0.00	170,801.21	340873
010306	QUINN COMPANY	05/15/2025	Regular	0.00	10.30	340874
010047	ROBERT HALF	05/15/2025	Regular	0.00	4,949.87	340875
015399	ROBERT WILLIAM COMPANY, LLC	05/15/2025	Regular	0.00	7,622.88	340876
015674	ROYAS, JONATHAN	05/15/2025	Regular	0.00	158.15	340877
010520	RP RENTALS	05/15/2025	Regular	0.00	97.39	340878
015917	SANTA PAULA MATERIALS, INC.	05/15/2025	Regular	0.00	532.54	340879
010711	SANTA PAULA TIMES	05/15/2025	Regular	0.00	1,665.00	340880
016000	SCHMIDT, KENNETH L.	05/15/2025	Regular	0.00	38.50	340881
014880	SE&J FABRICATIONS, INC.	05/15/2025	Regular	0.00	675.00	340882
015368	SINGER, DAN	05/15/2025	Regular	0.00	595.13	340883
013909	SITEONE LANDSCAPE SUPPLY, LLC	05/15/2025	Regular	0.00	220.96	340884
010785	SMART & FINAL	05/15/2025	Regular	0.00	471.89	340885
011524	SOLID WASTE SOLUTIONS	05/15/2025	Regular	0.00	1,330.25	340886
010795	SOUTHERN CALIFORNIA EDISON	05/15/2025	Regular	0.00	116,720.57	340887
016094	SOUTHERN CALIFORNIA PERMANENTE MEDICAL	05/15/2025	Regular	0.00	783.00	340888
016480	SPEED, JOHNNY	05/15/2025	Regular	0.00	800.00	340889
015016	SPL LANDSCAPE INC.	05/15/2025	Regular	0.00	5,700.00	340890
015809	STANDARD SITE RENTALS INC.	05/15/2025	Regular	0.00	507.84	340891
010812	STATE CONTROLLER'S OFFICE	05/15/2025	Regular	0.00	2,956.98	340892
015755	STONE WEST, INC.	05/15/2025	Regular	0.00	2,687.33	340893
016389	TINY MOBILE ROBOTS US LLC	05/15/2025	Regular	0.00	763.93	340894
012006	TOTAL BARRICADE SERVICES, INC.	05/15/2025	Regular	0.00	400.00	340895
012070	TRAFFIC TECHNOLOGIES	05/15/2025	Regular	0.00	1,196.49	340896
010891	UNITED RENTALS (NORTHAMERICA), INC.	05/15/2025	Regular	0.00	13.08	340897
013736	V.C.T.C.	05/15/2025	Regular	0.00	110.00	340898
015375	VENTURA LOCKSMITHS	05/15/2025	Regular	0.00	425.00	340899
016344	VINCE'S CAFE INC	05/15/2025	Regular	0.00	480.70	340900
013539	WAGE WORKS, INC.	05/15/2025	Regular	0.00	113.10	340901
016693	WEST COAST TELCOM PRODUCTS	05/15/2025	Regular	0.00	4,955.14	340902
015847	WHITE RABBIT MAGIC LLC	05/15/2025	Regular	0.00	2,100.00	340903
016465	ZUMA CONSTRUCTION GROUP, INC.	05/15/2025	Regular	0.00	258,276.50	340904
011010	WILLDAN ENGINEERING	05/22/2025	Regular	0.00	94,342.82	340912
	Void	05/22/2025	Regular	0.00	0.00	340913
015244	ACCURATE FIRST AID SERVICES	05/29/2025	Regular	0.00	423.00	340914
016723	ALEGRIA, JESUS	05/29/2025	Regular	0.00	340.00	340915
016719	ALVAREZ, MAYRA	05/29/2025	Regular	0.00	200.00	340916
015498	AMAZON CAPITAL SERVICES	05/29/2025	Regular	0.00	2,691.25	340917
016588	AMERICAN AED, LLC.	05/29/2025	Regular	0.00	1,188.00	340918
010725	AMERIGAS PROPANE LP	05/29/2025	Regular	0.00	163.60	340919
016718	ANGUIANO, LUZ	05/29/2025	Regular	0.00	200.00	340920
016402	AQUAPULSE CHEMICALS LLC	05/29/2025	Regular	0.00	4,129.31	340921
011354	AT&T MOBILITY	05/29/2025	Regular	0.00	1,461.15	340922
016724	BARAJAS, ALYANNA	05/29/2025	Regular	0.00	289.00	340923
016725	BARRAZA, BRIANNA	05/29/2025	Regular	0.00	289.00	340924
011253	BAY ALARM COMPANY	05/29/2025	Regular	0.00	924.69	340925
014680	BEST BEST & KRIEGER LLP	05/29/2025	Regular	0.00	63,078.17	340926
013416	BIG 5 CORP	05/29/2025	Regular	0.00	530.72	340927
016092	BULLOCK, TARA	05/29/2025	Regular	0.00	780.00	340928
011464	BUSINESS CARD	05/29/2025	Regular	0.00	37.09	340929
011464	BUSINESS CARD	05/29/2025	Regular	0.00	434.90	340930
011464	BUSINESS CARD	05/29/2025	Regular	0.00	157.33	340931
011464	BUSINESS CARD	05/29/2025	Regular	0.00	3,397.72	340932
011464	BUSINESS CARD	05/29/2025	Regular	0.00	635.19	340933
011151	C.O.R. PLUMBING SUPPLIES	05/29/2025	Regular	0.00	845.00	340934
016339	CALIFORNIA POLICE ACTIVITIES LEAGUE	05/29/2025	Regular	0.00	400.00	340935
016726	CAMACHO MANCIA, SAMANTHA	05/29/2025	Regular	0.00	289.00	340936
016728	CASTANEDA, JONATHAN	05/29/2025	Regular	0.00	51.00	340937

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
016729	CASTREJON, CHRISTIAN	05/29/2025	Regular	0.00	204.00	340938
016717	CASTRO, VICTORIA	05/29/2025	Regular	0.00	200.00	340939
015999	CHARTER COMMUNICATIONS HOLDING, LLC	05/29/2025	Regular	0.00	387.00	340940
011306	CONSOLIDATED ELECTRICAL DISTRIBUTOR	05/29/2025	Regular	0.00	5,748.66	340941
010418	CORELOGIC SOLUTIONS, LLC	05/29/2025	Regular	0.00	140.00	340942
016716	CORTEZ, ANDREA	05/29/2025	Regular	0.00	200.00	340943
011164	CRANE PRINTING	05/29/2025	Regular	0.00	950.47	340944
014331	CULLIGAN WATER	05/29/2025	Regular	0.00	76.95	340945
016730	DAMIAN, LUIS FERNANDO	05/29/2025	Regular	0.00	238.00	340946
012191	DATAPROSE, LLC	05/29/2025	Regular	0.00	958.62	340947
016704	DAWSON, ROBERT	05/29/2025	Regular	0.00	1,770.00	340948
011811	DE LAGE LANDEN	05/29/2025	Regular	0.00	1,622.35	340949
015645	DEPARTMENT OF FORESTRY AND FIRE PROTEC	05/29/2025	Regular	0.00	720.00	340950
011210	DEPARTMENT OF JUSTICE	05/29/2025	Regular	0.00	96.00	340951
013975	DODOS DESIGN - GARCIA, DAVID	05/29/2025	Regular	0.00	2,250.00	340952
016683	DON JAVI'S TREE SERVICE IN	05/29/2025	Regular	0.00	26,900.00	340953
016156	EFUEL LLC	05/29/2025	Regular	0.00	7,258.66	340954
016490	ESTRADA, JIMENA A.	05/29/2025	Regular	0.00	323.00	340955
010395	FAMCON PIPE & SUPPLY, INC.	05/29/2025	Regular	0.00	11,938.27	340956
010404	FENCE FACTORY SATICOY	05/29/2025	Regular	0.00	90.95	340957
014348	FERRIS, SABRINA ZAN	05/29/2025	Regular	0.00	327.60	340958
010440	FGL ENVIRONMENTAL, INC	05/29/2025	Regular	0.00	3,107.00	340959
015835	FLORES, ELIXEO	05/29/2025	Regular	0.00	91.00	340960
012437	FMP UNIFORM CO.	05/29/2025	Regular	0.00	1,033.86	340961
016731	FRANCO, KEVIN	05/29/2025	Regular	0.00	238.00	340962
010432	FRANK'S PAINT & HARDWARE	05/29/2025	Regular	0.00	600.66	340963
016491	FREGOSO, AMARIS	05/29/2025	Regular	0.00	289.00	340964
016715	FRIAS, EMILIA	05/29/2025	Regular	0.00	200.00	340965
014061	FRONTIER COMMUNICATIONS	05/29/2025	Regular	0.00	785.83	340966
010441	FRUIT GROWERS SUPPLY CO	05/29/2025	Regular	0.00	91.73	340967
016418	GALVAN, MIAHNNNA FRANCES	05/29/2025	Regular	0.00	323.00	340968
010797	GAS COMPANY, THE	05/29/2025	Regular	0.00	2,632.66	340969
015601	GOMEZ, DOLORES	05/29/2025	Regular	0.00	428.00	340970
015222	GOODSUITE	05/29/2025	Regular	0.00	32.78	340971
013561	GOVERNMENTJOBS.COM, INC.	05/29/2025	Regular	0.00	8,269.24	340972
012800	GRANITE CONSTRUCTION COMPANY	05/29/2025	Regular	0.00	196.27	340973
016493	GUERRERO III, MAXIMINO ANTHONY	05/29/2025	Regular	0.00	323.00	340974
016733	HERREJON, NATALIE GISELLE	05/29/2025	Regular	0.00	255.00	340975
010537	HOUSE SANITARY SUPPLY	05/29/2025	Regular	0.00	805.75	340976
010557	IIMC	05/29/2025	Regular	0.00	235.00	340977
014988	INFRASCALE INC.	05/29/2025	Regular	0.00	1,619.58	340978
016711	IZAGUIRRE, JESUS	05/29/2025	Regular	0.00	200.00	340979
015967	J. ARTHUR GUTIERREZ	05/29/2025	Regular	0.00	1,755.00	340980
016745	JIMENEZ, EDLIN	05/29/2025	Regular	0.00	428.00	340981
016734	JUAREZ, ALINA V	05/29/2025	Regular	0.00	170.00	340982
016571	KEMCORP CONSTRUCTION, INC.	05/29/2025	Regular	0.00	28,754.11	340983
015971	LEXISNEXIS COPLOGIC SOLUTIONS, INC	05/29/2025	Regular	0.00	988.80	340984
015945	LUNA, LORENZO	05/29/2025	Regular	0.00	450.00	340985
016710	MADRIGAL, GUADALUPE	05/29/2025	Regular	0.00	428.00	340986
016736	MAGANA, DIEGO	05/29/2025	Regular	0.00	102.00	340987
016737	MAGANA, JENARO	05/29/2025	Regular	0.00	102.00	340988
016738	MAGANA, SEBASTIAN	05/29/2025	Regular	0.00	272.00	340989
016495	MANCILLA, SOFIA	05/29/2025	Regular	0.00	323.00	340990
016720	MARTINEZ, JESSICA	05/29/2025	Regular	0.00	323.00	340991
010129	MASAHISA, OTAGIRI	05/29/2025	Regular	0.00	2,501.60	340992
016721	MATA, CHRISTINA	05/29/2025	Regular	0.00	323.00	340993
016374	MATA, IZAYAH	05/29/2025	Regular	0.00	323.00	340994
016293	MCR TECHNOLOGIES	05/29/2025	Regular	0.00	15,179.94	340995
016498	MENDEZ, RODRIGO A.	05/29/2025	Regular	0.00	323.00	340996
015989	MERCHANT MCINTYRE & ASSOCIATES, LLC	05/29/2025	Regular	0.00	6,500.00	340997
016722	MEX, JUAN ANGEL	05/29/2025	Regular	0.00	221.00	340998

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
014436	MINER'S ACE HARDWARE	05/29/2025	Regular	0.00	807.72	340999
015890	MUSEUM OF VENTURA COUNTY	05/29/2025	Regular	0.00	1,050.00	341000
015721	NHA ADVISORS	05/29/2025	Regular	0.00	8,456.25	341001
015450	NORTHERN DIGITAL, INC.	05/29/2025	Regular	0.00	1,050.00	341002
016223	NORTHSTAR FAMILY CORPORATION	05/29/2025	Regular	0.00	829.97	341003
016739	OCAMPO, ANDY	05/29/2025	Regular	0.00	170.00	341004
016709	ORTIZ, AURELIO	05/29/2025	Regular	0.00	200.00	341005
015443	PASSPORT LABS, INC.	05/29/2025	Regular	0.00	1,183.62	341006
016740	PUGA, ALEJANDRO	05/29/2025	Regular	0.00	102.00	341007
016373	RABAGO, ISAAC	05/29/2025	Regular	0.00	204.00	341008
016500	RABAGO, MARK ANDREW	05/29/2025	Regular	0.00	1,200.00	341009
016741	RAMIREZ, ALEXIS	05/29/2025	Regular	0.00	85.00	341010
016742	RAMIREZ, JESUS S.	05/29/2025	Regular	0.00	450.00	341011
014934	RAMIREZ, JOSHUA	05/29/2025	Regular	0.00	975.00	341012
016708	RAZO, RUBY	05/29/2025	Regular	0.00	428.00	341013
015580	RECDESK LLC	05/29/2025	Regular	0.00	5,460.00	341014
010047	ROBERT HALF	05/29/2025	Regular	0.00	1,505.60	341015
016503	RODRIGUEZ, ISAAC JOSEPH	05/29/2025	Regular	0.00	323.00	341016
010520	RP RENTALS	05/29/2025	Regular	0.00	550.04	341017
011263	SANTA PAULA SELF STORAGE	05/29/2025	Regular	0.00	2,635.00	341018
016505	SANTA ROSA, NAHUM JESUS	05/29/2025	Regular	0.00	408.00	341019
016506	SANTIAGO, DIEGO	05/29/2025	Regular	0.00	221.00	341020
016507	SIERRA, JONATHAN	05/29/2025	Regular	0.00	323.00	341021
016713	SILVA, NICHOLE	05/29/2025	Regular	0.00	400.00	341022
013909	SITEONE LANDSCAPE SUPPLY, LLC	05/29/2025	Regular	0.00	1,960.64	341023
010795	SOUTHERN CALIFORNIA EDISON	05/29/2025	Regular	0.00	22,609.39	341024
011144	STAPLES, INC.	05/29/2025	Regular	0.00	1,663.36	341025
015285	SUPERIOR PRINTING & GRAPHICS	05/29/2025	Regular	0.00	174.36	341026
015001	SYNAGRO-WWT, INC.	05/29/2025	Regular	0.00	16,815.37	341027
015728	THE COUNSELING TEAM INTERNATIONAL	05/29/2025	Regular	0.00	2,200.00	341028
012070	TRAFFIC TECHNOLOGIES	05/29/2025	Regular	0.00	120.18	341029
011436	TRAVIS AGRICULTURAL CONSTRUCTION INC	05/29/2025	Regular	0.00	11,750.00	341030
011389	TYLER TECHNOLOGIES, INC	05/29/2025	Regular	0.00	3,600.00	341031
011891	ULINE SHIPPING SUPPLIES	05/29/2025	Regular	0.00	770.63	341032
010883	U-RENT INC	05/29/2025	Regular	0.00	82.43	341033
010903	USA BLUE BOOK	05/29/2025	Regular	0.00	429.25	341034
010975	VENTURA REGIONAL SANITATION DISTRICT	05/29/2025	Regular	0.00	200,480.75	341035
011258	VIC'S PLUMBING SUPPLY, INC.	05/29/2025	Regular	0.00	53.77	341036
016744	VILLEGAS, JOSE DANIEL	05/29/2025	Regular	0.00	238.00	341037
016578	VITAL RECORDS HOLDINGS, LLC	05/29/2025	Regular	0.00	124.95	341038
016706	VIVEROS, DAISY	05/29/2025	Regular	0.00	200.00	341039
013550	WHITE CAP, L.P.	05/29/2025	Regular	0.00	172.96	341040
014968	WILLDAN FINANCIAL SERVICES	05/29/2025	Regular	0.00	3,323.00	341041
013843	YOUNG, DUNCAN JAMES	05/29/2025	Regular	0.00	2,600.00	341042
016705	ZUNIGA, ANGIE	05/29/2025	Regular	0.00	270.00	341043
015506	PAYMENTUS GROUP, INC.	05/16/2025	Bank Draft	0.00	12,122.55	992447

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	807	338	0.00	2,370,741.54
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	-26,178.19
Bank Drafts	1	1	0.00	12,122.55
EFT's	0	0	0.00	0.00
	808	344	0.00	2,356,685.90

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PY-PAYROLL						
011103	COLONIAL LIFE & ACCIDENT	05/07/2025	Regular	0.00	2,792.69	340781
016111	FIDELITY SECURITY LIFE INSURANCE COMPANY	05/07/2025	Regular	0.00	767.38	340782
010371	METLIFE SBC	05/07/2025	Regular	0.00	360.99	340783
010331	RELIANCE STANDARD LIFE INSURANCE	05/07/2025	Regular	0.00	612.33	340784
014422	RELIANCE STANDARD LIFE INSURANCE	05/07/2025	Regular	0.00	5,013.72	340785
010331	RELIANCE STANDARD LIFE INSURANCE	05/07/2025	Regular	0.00	5,544.74	340786
011688	CALIFORNIA STATE DISBURSEMENT UNIT	05/12/2025	Regular	0.00	662.76	340787
011228	CALIFORNIA, STATE OF	05/12/2025	Regular	0.00	150.00	340788
010553	ICMA RETIREMENT TRUST-457	05/12/2025	Regular	0.00	16,822.90	340789
010554	ICMA RETIREMENT TRUST-457 (PT)	05/12/2025	Regular	0.00	1,297.91	340790
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION	05/12/2025	Regular	0.00	1,020.00	340791
010291	SEIU LOCAL 721	05/12/2025	Regular	0.00	569.60	340792
010898	UNITED WAY OF VENTURA COUNTY	05/12/2025	Regular	0.00	11.00	340793
011688	CALIFORNIA STATE DISBURSEMENT UNIT	05/23/2025	Regular	0.00	662.76	340905
011228	CALIFORNIA, STATE OF	05/23/2025	Regular	0.00	150.00	340906
010553	ICMA RETIREMENT TRUST-457	05/23/2025	Regular	0.00	16,838.33	340907
010554	ICMA RETIREMENT TRUST-457 (PT)	05/23/2025	Regular	0.00	1,394.90	340908
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION	05/23/2025	Regular	0.00	1,020.00	340909
010291	SEIU LOCAL 721	05/23/2025	Regular	0.00	569.60	340910
010898	UNITED WAY OF VENTURA COUNTY	05/23/2025	Regular	0.00	11.00	340911
011024	CALIFORNIA PUBLIC EMPLOYEE RETIREMENT S	05/09/2025	Bank Draft	0.00	94,311.05	992435
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	05/05/2025	Bank Draft	0.00	348.93	992436
013539	WAGE WORKS, INC.	05/07/2025	Bank Draft	0.00	168.00	992437
010420	INTERNAL REVENUE SERVICE	05/14/2025	Bank Draft	0.00	55,561.31	992438
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DE	05/14/2025	Bank Draft	0.00	17,523.80	992439
014872	STATE OF CALIFORNIA EDD - SDI	05/14/2025	Bank Draft	0.00	1,760.38	992440
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	05/14/2025	Bank Draft	0.00	72,544.44	992441
013539	WAGE WORKS, INC.	05/14/2025	Bank Draft	0.00	350.52	992442
013539	WAGE WORKS, INC.	05/21/2025	Bank Draft	0.00	1,659.81	992443
010420	INTERNAL REVENUE SERVICE	05/28/2025	Bank Draft	0.00	54,502.39	992444
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DE	05/28/2025	Bank Draft	0.00	16,936.86	992445
014872	STATE OF CALIFORNIA EDD - SDI	05/28/2025	Bank Draft	0.00	1,807.12	992446
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	05/28/2025	Bank Draft	0.00	74,139.33	992448
013539	WAGE WORKS, INC.	05/29/2025	Bank Draft	0.00	231.39	992449

Bank Code PY Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	111	20	0.00	56,272.61
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	139	14	0.00	391,845.33
EFT's	0	0	0.00	0.00
	250	34	0.00	448,117.94

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	918	358	0.00	2,427,014.15
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	-26,178.19
Bank Drafts	140	15	0.00	403,967.88
EFT's	0	0	0.00	0.00
	1058	378	0.00	2,804,803.84

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	5/2025	2,804,803.84
			<u>2,804,803.84</u>

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Dale Goodman, Public Works Director

Subject: THREE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH MKN & ASSOCIATES

Date: June 18, 2025

Agenda Item: 10.B

RECOMMENDATION:

Staff recommends that the City Council:

Authorize the City Manager to execute a Three-Year Professional Services Agreement with MKN & Associates, Inc. to provide professional engineering consulting services on a time and materials basis for water, wastewater, recycled water and stormwater program support, in the following fiscal year not-to-exceed amounts:

1. FY 2025-2026: \$2,455,214
2. FY 2026-2027: \$1,947,381
3. FY 2027-2028: \$976,428

BACKGROUND:

MKN & Associates (MKN) has provided engineering services for the past five fiscal years to support operation of the Water Recycling Facility (WRF) and has prepared various additional reports in support of the City's recycled water, wastewater, and water programs. Because of MKN's experience with City facilities and procedures, City staff requested MKN provide a proposal for professional engineering services in continual support of these programs, including:

- Support of WRF operations similar to the previous two fiscal years
- Planning, design, and construction phase services for installation of the Advanced Treatment Facility
- Engineering support for the City's Stormwater Program
- Engineering support for the City's Drinking Water Program
- Engineering support for the City's participation in the Integrated Water Management Plan

ANALYSIS:

WRF Operations Support:

For WRF support, this proposal includes the sixth through eight years of an ongoing staff extension effort. In general, the work and budget for this task conforms to the budget from the

previous authorization. The proposal also acknowledges the City will be implementing several capital improvement projects (CIPs) at the WRF over the next few years which will require additional construction oversight and quality assurance. MKN will continue performing the following tasks related to ongoing operations of the WRF:

- As-needed support, including review of plans, recommendations, and capital expenditures proposed by the contract operations firm
- Review of budgets and expenditures for wastewater operations
- Site visits and meetings as directed by City staff
- Engineering support and preparation of bid packages
- Bid-phase and construction support

This task will comprise approximately 28 percent of the work.

WRF Advanced Treatment Facility Engineering Services:

The most significant task under this proposal, comprising approximately 45 percent of the work, will be construction phase services for the Advanced Water Treatment Facility to remove chlorides from WRF effluent. This facility will be a significant component of the City's response to regulatory requirements for reduction of chloride discharges into the Santa Clara River groundwater basin as mandated by the Los Angeles Regional Water Quality Control Board.

- Project management
- Loan administration and support
- Bid phase support
- Construction phase engineering support, observation, and materials testing

Engineering Support for Stormwater Program:

The proposal includes providing support for the City's stormwater program, including monitoring compliance and coordination with the existing 2021 Countywide Stormwater Permit. This task comprises about 10 percent of the work. This work will include the following services:

- Preparation and submittal of information for the Annual Report
- Regular coordination, briefings, and summary memoranda with recommendations for City staff
- Review and recommendations for compliance with the State Water Resource Control Board's (SWRCB) Total Maximum Daily Loads (TMDLs) and TMDL Implementation Plans
- Review of current compliance and implementation efforts for the Trash TMDL, including recommendations for installation of capture devices
- Review and coordination of responses to SWRCB notifications

Engineering Support for Drinking Water Program:

The proposal includes providing support for the City's drinking water program, including completion of the 2025 Urban Water Management Plan Update, preparation and submittal of a Water Loss Audit and certified Audit Validation, assisting the City with compliance with the California Water Conservation Act, and compliance with California Division of Drinking Water reporting requirements. This task comprises about 16 percent of the work.

Engineering Support for Integrated Regional Water Management Plan:

The proposal includes providing support to represent the City in the Ventura County and State Integrated Regional Water Management Plan program. MKN will assist the City by participating in meetings and coordinating the City's involvement in the program. This task comprises about 1 percent of the work.

STRATEGIC PLAN:

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

FISCAL IMPACTS:

The Professional Services Agreement will be funded from water and sewer enterprise funds and the capital improvements budget and is consistent with the requested City Budget for FY 2025-2027.

Fiscal impacts by fiscal year are detailed in Table 1 and additional details are provided in the MKN proposal attached to the proposed Professional Services Agreement (Attachment A). Work will be invoiced on an hourly time and materials basis. The proposed budget total shall not be exceeded for each fiscal year's adopted budget without prior written authorization from the City.

The proposed work will be funded from the various water and sewer enterprise accounts. The FY 26/27 Budget has sufficient funds to cover the proposed work.

Table 1: Proposed Budget by Fiscal Year			
Task Group	2025/2026	2026/2027	2027/2028
100 – WRF OPERATIONS SUPPORT	\$669,148	\$408,645	\$391,092
300 – STORMWATER PROGRAM SUPPORT	\$110,814	\$107,883	\$112,198
400 – DRINKING WATER PROGRAM SUPPORT	\$154,516	\$91,849	\$155,662
500 – INTEGRATED REGIONAL WATER MANAGEMENT PLAN	\$5,090	\$5,442	\$5,653
Subtotal Tasks 100, 300, 400, and 500	\$939,568	\$613,819	\$664,605
200 – RECYCLED WATER DISTRIBUTION SYSTEM PLANNING, DESIGN AND CONSTRUCTION PHASE SERVICES	\$1,515,646	\$1,333,562	\$311,823
Total	\$2,455,214	\$1,947,381	\$976,428

The account numbers for this work are listed in the table below

Account Numbers	FY 25/26	FY 26/27	FY 28/29
610-5-5061-209	\$134,162	\$137,848	\$145,622
610-5-9383-660	\$98,189	\$82,934	\$95,963
610-5-9336-290	\$217,397	\$75,826	\$0
610-5-9347-290	\$174,842	\$57,475	\$0
610-5-9***-660 Scada Computer Upgrade	\$0	\$13,551	\$29,463
610-5-9***-660 Grit Classifier Replacement	\$0	\$35,306	\$0
610-5-9***-660 UV Disinfection Rehab	\$15,190	\$5,708	\$0
610-5-9***-660 Building Repairs and Improvement	\$0	\$0	\$13,994
610-5-9***-660 Coating Project	\$0	\$0	\$106,050
610-5-9227-660	\$1,545,014	\$1,333,562	\$311,823
205-5-5027-209	\$110,814	\$107,883	\$112,198
620-5-5072-209	\$159,606	\$97,291	\$161,315
Total	2,455,214	\$1,947,381	\$976,428

OPTIONS:

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

1. Do not authorize the City Manager to execute a Three-Year Professional Services Agreement with MKN & Associates, Inc. at this time, but request Staff to negotiate further with MKN & Associates and return with a revised proposal. This action will discontinue critically needed consultant services associated with active projects and programs until a new agreement is authorized. This lapse in service provided by MKN & Associates could have adverse consequences by failing to provide mandatory reporting and meeting other compliance schedules and requirements of those agencies having jurisdiction over the water and wastewater enterprise operations and projects.
2. Direct staff to pursue a new Request for Qualifications for professional services inviting other professional engineering consultants to submit their qualifications for Council review and consideration at a future public meeting. This action will result in the same consequences anticipated in Option 1.

ATTACHMENTS:

[EXHIBIT A.pdf](#)

[SP WATER WASTEWATER RECYCLED WATER SUPPORT-20250605.pdf](#)

EXHIBIT A

**MKN Three-Year Professional Services Agreement FY25/26-
27/28**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SANTA PAULA AND
MKN ASSOCIATES, INC.**

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of July, 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 MKN Associates, Inc.), with its principal place of business at 121 N. Fir Street, Unit G, Ventura, CA 93001 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional services for 2025-2028 Water Recycling Facility Operation, Recycled water, Stormwater, and Water Program Support ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from July 1, 2025 to June 30, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed Five Million Three Hundred Seventy-Nine Thousand Twenty-Three Dollars and no cents (\$5,379,023.00) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

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

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

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

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

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

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

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

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

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

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

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

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

3.3.11 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

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

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

and require the same of any sub consultants.

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

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

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

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

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

respective parties may provide in writing for this purpose:

Consultant: MKN Associates, Inc.
121 N. Fir Street, Unit G
Ventura, CA 93001
Attn: Michael Nunley, PE

City: City of Santa Paula
PO Box 569
Santa Paula, CA 93061
ATTN: Dale Goodman, Public Works Director

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

3.7.4 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SANTA PAULA AND
MKN ASSOCIATES, INC.**

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

CITY OF SANTA PAULA

MKN ASSOCIATES, INC.

Approved By:

Dan Singer,
City Manager

By: _____

Its: _____

Printed Name: _____

Approved as to Form:

Monica Castillo,
City Attorney

By: _____

Its: _____

Printed Name: _____

Attested By:

Julie Latshaw
City Clerk

FED TAX ID: _____

EXHIBIT "A & B"

Summary report: Litera Compare for Word 11.10.1.2 Document comparison done on 6/6/2025 3:47:32 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://bbklaw-mobility.imanage.work/IMANAGE/43859824/1	
Modified DMS: iw://bbklaw-mobility.imanage.work/IMANAGE/43859824/2	
Changes:	
<u>Add</u>	15
<u>Delete</u>	15
<u>Move From</u>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<u>Table Delete</u>	0
<u>Table moves to</u>	0
<u>Table moves from</u>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	30



121 North Fir St., Ste. G
Ventura, CA 93001
805-947-4971 [PHONE](tel:805-947-4971)

June 5, 2025

Dale Goodman
Public Works Director
City of Santa Paula
PO Box 569
Santa Paula, CA 93061

Re: Proposal – FY 2025-2027 Water Recycling Facility Operations, Recycled Water, Stormwater and Water Program Support

Dear Dale,

Michael K. Nunley & Associates, Inc. (MKN) is pleased to submit this proposal to assist the City of Santa Paula (City). As directed, MKN has proposed to expand our services through 2028 to provide engineering support for the City's drinking water regulatory compliance, water recycling facility (WRF) operations, stormwater regulatory compliance and regional coordination, and recycled water programs. The services to be provided under each program are briefly described below:

WRF Operations

MKN proposes to continue performing the following tasks related to ongoing operations of the WRF:

- As-needed support, including review of plans, recommendations, and capital expenditures proposed by the contract operations firm
- Review of budgets and expenditures for wastewater operations
- Site visits and meetings as directed by City staff
- Completion of design, bid-phase, and construction management for implementation of Advanced Water Treatment Facility (AWTF) Phase I
- Regulatory compliance reporting and engineering support for the City's stormwater and drinking water programs

This proposal considers years six through eight of a multi-year staff extension effort. In general, the work and budget conform to the budget from our previous budgets with some modifications. It is assumed this budget would cover services from July of 2025 through June of 2028.

All work is proposed to proceed on a Time and Materials basis. Assumed staff hours are provided on the enclosed budget spreadsheets for each task identified below.

AWTF Design and Construction Management

MKN will manage design and construction of the City's AWTF in accordance with Los Angeles Regional Water Quality Control Board requirements.

If authorized, MKN will perform the following services:

- Project management
- Final completion of plans, specifications, and cost opinions
- Bid phase support
- Construction phase engineering support, observation, and materials testing

Stormwater

MKN will serve as an "extension of staff", participating in meetings and directing the City's compliance efforts with the Ventura Countywide Stormwater Permit (R4-2010-108). This work will include the following services:

- Preparation and submittal of the Annual Report
- Regular coordination, briefings, and summary memoranda with recommendations for City staff
- Review and recommendations for compliance with the State Water Resource Control Board's (SWRCB) Total Maximum Daily Loads (TMDLs) and TMDL Implementation Plans
- Review of current compliance and implementation efforts for the Trash TMDL, including recommendations for installation of capture devices
- Review and coordination of responses to SWRCB notifications

It is assumed this budget would cover services from July of 2025 through June of 2028.

Drinking Water

MKN will serve as an "extension of staff", participating in meetings and directing the City's compliance efforts with California Department of Water Resources (DWR) and SWRCB requirements, including the following services:

- Completion of 2025 Urban Water Management Plan
- Preparation and submittal of City water audit



- Preparation and submittal of certified City water audit validation
- Engineering support for Consumer Confidence Report, Annual Report, and other Division of Drinking Water reports and submittals
- Engineering support for water conservation compliance and reports

It is assumed this budget would cover services from July of 2025 through June of 2028.

Integrated Regional Water Management Plan

MKN will serve as an “extension of staff”, participating in meetings and coordinating the City’s involvement in the Integrated Regional Water Management Planning Group.

It is assumed this budget would cover services from July of 2025 through June of 2028.

SCOPE OF WORK

TASK GROUP 100 – WRF Operations Support

MKN will continue to serve as an extension of staff in support of the ongoing WRF operations. Work under Task Group 100 will be invoiced on an hourly time and materials basis, with the proposed budget not to be exceeded without written authorization from the City. It is assumed City staff will develop and lead biweekly meetings with VRSD, MKN, and City staff.

Task 101 – Review of Recommendations and Proposed Repair, Replacement, and Capital Expenditures

The WRF contract operator (Ventura Regional Sanitation District or VRSD) is required to request 3rd party verification of major capital expenditures, repairs, and replacement of equipment. A cost opinion will also be required for certain “non-emergency” work items prior to implementation by the operator.

When directed by the City, MKN will perform a review of cost opinions, 3rd party verification reports, and other supporting documentation and request additional information if warranted. MKN will provide a recommendation to City staff to accept, modify, or reject the proposed work item in writing.

Task 102 – Review of Budgets, Expenditures, and Payment Requests

MKN will review the annual City budget and payment requests from VRSD as requested by the City. It is assumed City Public Works staff will coordinate with City Finance Department to confirm funding availability and to identify appropriate budgets or funds for projects.

Task 103 – Meetings, Site Visits, and Conference Calls

As directed by City staff, MKN will plan and attend meetings, site visits, and conference calls with City and/or VRSD. It is assumed City staff will manage biweekly meeting agendas and prepare attachments including purchase order logs.



Task 104 – Project Management and Reporting

MKN will prepare monthly status reports outlining, at a minimum, accomplishments since the prior report, current status of performance such as cost and schedule performances, progress toward resolution of previously identified problems, problems or potential problems since prior report, planned corrective actions, and milestones expected to be reached during the next reporting period.

In addition, status of regulatory compliance activities or variances, as well as upcoming milestones, will be identified.

Task 105 – Engineering and Procurement

As needed, MKN will prepare requests for proposals (RFPs) or bid documents for engineering, analytical, planning, permitting, or inspection services related to the WRF.

MKN will serve as Project Manager and Engineer of Record for the following projects:

- Blower Replacement Program Phases 2, 3, and 4
- Influent Pump Station Replacement
- Screw Press Redundancy
- Grit Classifier Replacement

Design services will include the following efforts

Project Management, Quality Control Reviews, and Meetings

MKN will provide project management, quality control reviews, and attend one (1) progress meeting online with City staff for each project.

Construction Documents

MKN will provide a draft and final set of technical specifications, construction plans, and opinions of probable construction cost. All documents will be provided as electronic submittals in pdf format. Plans will be provided at half-size scale for distribution by the City for bidding. The Blower Replacement, Influent Pump Station Replacement, and Screw Press Redundancy Project will include electrical/ instrumentation design services by MSO Technologies and structural engineering by Buehler, Inc. They will both be subconsultants to MKN.

MKN will provide technical support and coordination of other City consultants and/or VRSD staff for the following projects:

- UV Disinfection Rehabilitation
- SCADA Computer Upgrades
- Coating Repairs Project
- Building Repairs and Improvements

Budgets were developed based on the 2024 Wastewater Master Plan (MKN) and meetings with City and VRSD staff.

Task 106 – Construction or Installation Phase Support for Capital Improvements

MKN-Led Project Management and Design

MKN will provide bid phase support, engineering services during construction, and part-time construction observation for the following projects which MKN is managing or serving as Engineer of Record:

- Blower Replacement Program Phases 1, 2, and 3 Influent Pump Station Replacement
- Screw Press Redundancy
- Coating Repairs Project

MKN will perform the following tasks in support of this work.

Bid Phase Support

Where bidding of capital improvements or equipment is required, MKN will provide bid phase support to assist City with preparation for bid, questions during bid advertisement, and bid review. MKN will perform the following:

- Provide electronic plans and specifications for electronic and hard bid distribution (by others). It is assumed City will contract with a local copy service for distribution of plans and specifications and receive weekly updates on the list of plan holders to provide to City.
- Provide City with construction documents (electronic copies)
- Organize and attend pre-bid job walk
- Respond to inquiries from bidders
- Receive bidders' questions and coordinate responses with City, as required
- Prepare addenda, if required
- Assist the City in bid review
- Provide recommendations on successful bidder award
- Assist City in resolving bid protests (if necessary – budget to be determined at that time)
- Attend City Council meeting to present recommendations on bid award

The following engineering services during construction will be provided. Assumptions are included as the basis for the budget.

Preconstruction Meeting

MKN will plan and attend a meeting with the City and the Contractor to review the project status, discuss schedule and project requirements, and establish lines of communication.

Submittal Review

MKN will receive, log, and review technical submittals and provide responses in a timely manner.

Respond to RFIs

MKN will log, manage, and respond to Requests for Information (RFIs) from the Contractor.

Respond to Requests for Change

As directed by City, MKN will review proposed change orders related to design issues submitted by the Contractor or requested by the City. Change order submittals will include supporting records. MKN's review will include the potential impacts on the project schedule and budget and will include recommendations to address the proposed changes.

Engineer's Observation of Work in Progress

MKN will perform technical field observation to review work progress for general conformance with the plans and specifications and design issues or conflicts as they arise. MKN will provide a written summary of the field visit and construction progress and will contact City immediately if nonconformance issues are identified.

Overall level of effort for observation of Contractor's work in progress can vary greatly. If additional field observation beyond our assumed budget is necessary, MKN will alert the City promptly with a recommendation on how to proceed.

Final Walkthrough and Punch List

MKN will attend a final walkthrough with City and contractor to develop a punch list for final completion of the project.

Record Drawings

MKN will prepare a final set of record drawings based on the Contractor's as-built drawings.

MKN as Construction Phase Support

For the following tasks, MKN will provide as-needed technical support to coordinate with City consultants and/or VRSD during project construction:

- UV Disinfection Rehabilitation
- SCADA Computer Upgrades

ADDITIONAL SERVICES (TASK GROUP 100)

The following services will not be included in Task Group 100 but could be included as additional services:

- Construction or installation phase support for the grit classifier project Electrical engineering;
- Structural engineering;
- Controls/instrumentation engineering and systems integration;



- Design phase survey or topographic mapping;
- Construction survey and staking;
- Materials testing;
- Special inspections;
- Labor compliance monitoring;
- Environmental monitoring; and
- Permit compliance.

MKN can provide these services upon request.

TASK GROUP 200 – AWTF Design and Construction Phase Services

MKN will continue planning, design, and construction phase services for the City's Advanced Water Treatment Facility in accordance with Los Angeles Regional Water Quality Control Board requirements. Tasks are identified below. Work under Task Group 200 will be invoiced on an hourly time and materials basis, with the proposed budget total not to be exceeded without written authorization from the City. This project is a Capital Improvement Project that extends across several years. Budget from the 2024-2025 fiscal year will extend into the 2025-2026 fiscal year. Additional budget is requested for tasks identified on the attached fiscal year spreadsheets.

Task 201 – Project Management, Meetings, and Quality Control

MKN will provide the following services under this task group. Additional budget is requested for these items as identified on the attached spreadsheets. The general project management effort will reduce each year as the project proceeds to construction.

Subtask 201A – Client Coordination and Progress Reports

MKN will regularly coordinate with City staff, provide two (2) City Council reports, and provide brief monthly progress reports, via email, with invoices.

Subtask 201B – Project Schedule

MKN will prepare a project schedule in Microsoft Project format and will maintain the schedule throughout completion of the project.

Subtask 201C – Quality Control

MKN will perform quality control reviews of all deliverables prior to submitting to the City. A Senior Engineer or Principal Engineer who is not involved in the day-to-day design effort will perform an independent review of the project.

Subtask 201D – Phase 1 Site Meeting (Completed under FY 24/25 Budget)

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Subtask 201E – Progress Meetings

MKN will attend up to three (3) design-phase progress meetings. The following meetings are assumed for the purposes of this proposal. We assume these meetings will be online unless in-person is specified below. Additional conference calls or phone meetings will be arranged on an as-needed basis as part of coordinating the project work.

- Two meetings related to RWQCB and financial planning coordination for the project;
- One meeting after the draft final design submittal.

Task 202 – Regulatory Support and Coordination

MKN will assist with regulatory support, largely focused on coordination between the City, the Regional Water Quality Control Board, and the City's WRF Regulatory Consultant (Larry Walker Associates, "LWA"). Additional budget is requested as noted on the attached spreadsheets due to the ongoing chloride monitoring efforts and anticipated reporting to RWQCB which will be necessary at the end of project construction.

Task 203 – AWTF Consultant Procurement and Technical Support

MKN will provide technical support needed for the financial consultant, and assist City staff with consultant coordination.

Task 204 – Preliminary Engineering Report (Completed under FY 24/25 Budget)

...

Task 205 – Contract Documents

The 60% design has progressed under the Fiscal Year 24/25 budget and some work is remaining to address City and operator comments

Additionally, MKN will prepare construction plans and specifications and provide two (2) progress submittals (Draft Final and Final). MKN's design team includes Trussell Technologies, Buehler Engineering (Buehler) for structural engineering, and MSO Technologies for electrical engineering and controls. It is assumed that the City will provide front-end documents to MKN for modification and inclusion into the bid package and that MKN will prepare technical specifications in CSI format. Plans will be prepared in AutoCAD. The City staff and City Building Department will review the contents of each submittal and provide comments for incorporation into the subsequent submittal. An opinion of probable construction costs will be prepared to accompany each submittal.

During the preliminary engineering phase, our design team encountered aspects of the project which required a higher level of effort than what was budgeted for. These project elements are essential to allow for optimal operation of the proposed treatment processes. The additional scope of work is as follows:

- Addition of horizontal cartridge filtration to protect downstream membranes. Horizontal cartridge filters were moved outside to provide ease of access for operations staff for anticipated quarterly change-outs of several 5-micron filter elements.



- Addition of degasification (via an air stripping tower) to reduce carbon dioxide in the finished product water. This addition resulted in necessary changes to the overall site plan, including relocation of the reaction tanks and clarifier from the east side of the building to the north side. This relocation results in a slight increase to the overall site footprint and reconfiguration of the existing building design. The portion of the building housing the reaction tanks and clarifier will be relocated and redesigned as a shade structure rather than an extension of the building for value engineering purposes.
- Addition of a product water pump station to transfer product water from the new air stripping tower to the existing WRF effluent pipeline.
- Modification to the hypochlorite system and addition of an ammonia storage and injection system to provide chloramination upstream of nanofiltration to prevent biofouling.
- Modification of the brine storage area to include two tanks and a brine pumping system.
- Structural and site civil modifications related to the above items.

Subtask 205A – 60 Percent Submittal (Assumed Completed under FY 24/25 Budget)

MKN will continue to address items discussed at the first review workshop and make revisions to the draft plans.

Subtask 205B – Operator Workshop & Coordination

MKN will engage operation staff to review draft drawings and equipment decisions as the project proceeds. This may include online or in-person meetings.

Subtask 205C – 95% Submittal

Submittal will include the following items (electronic copy in PDF format):

- Revised full size (22" x 34") drawings
- Draft front-end documents (Division 00 provided by City)
- Revised technical specifications (Divisions 02 to 44)
- Revised opinion of probable construction costs

Due to the proposed design modifications as noted in task 205, additional efforts will be needed under this subtask due to the increased number of plansheets, addition of new specifications, and additional design team coordination.

Subtask 205D – Final Submittal

Submittal will include the following items (electronic copies in PDF, MS Word, and AutoCAD formats)

- Final full-size (22" x 34") drawings
- Completed front-end documents (Division 00 provided by City)
- Final technical specifications (Divisions 02 to 44)
- Final opinion of probable construction cost

Due to the proposed design modifications as noted in task 205, additional efforts will be needed under this subtask due to the increased number of plansheets, addition of new specifications, and additional design team coordination.

A total of 104 hours is requested for draft and final submittals under Subtasks 205C and 205D.

Task 206A – Grant Research (Completed)

...

Task 206B – CWSRF Loan Application and Coordination

MKN has been preparing quarterly updated to SRF to keep the funding agreement active, which was not in the scope for this (previously completed) subtask. Estimated effort includes quarterly reports for the duration of time between the date of this amendment and project completion, as well as a project completion report. Additional budget is requested to support the City's ongoing efforts to inform RWQCB.

Task 207 – Bid Phase Services

MKN will provide bid phase support to assist the City with preparation for bid, questions during bid advertisement, and bid review. MKN will provide the following:

- Provide electronic plans and specifications for electronic bid distribution (by others).
- Provide City with construction documents (electronic copies).
- Organize and attend pre-bid job walk.
- Respond to inquiries from bidders.
- Receive bidders' questions and coordinate responses with City, as required.
- Prepare addenda, if required.
- Assist the City in bid review.
- Provide recommendations on successful bidder award.
- Assist the City in resolving bid protests (if necessary – budget to be determined at that time).
- Attend City Council meeting to present recommendations on bid award.

We recommend a budget of 188 hours for completion of this task. The budget for this task was previously reallocated for design modifications due to the AWTF design refinement study, the purpose of this amendment is to request additional funds for the completion of this task per our original scope of work.

Task 208 – Construction Phase Services

MKN will perform the following services during construction phase of the AWTF Phase I Improvements. The original budget for construction management was utilized for Phase I project design and project management. Therefore, additional budget is requested for this work.



Subtask 208A – Preconstruction Meeting

MKN will organize a comprehensive preconstruction meeting that brings together City representatives, contractors, subcontractors, and key stakeholders. This meeting will cover all necessary aspects, such as scope clarification, role assignments, and responsibilities for each party. MKN will establish communication protocols, set expectations for documentation submissions, and outline decision-making procedures. Emergency contacts for each party will also be documented for quick issue resolution. An agenda will be provided to the City before the meeting, and detailed meeting minutes will be distributed afterward to ensure transparency and record of agreements.

Subtask 208B – Submittal Review

MKN will maintain a log of, manage, and review shop drawings and submittals and provide responses. Submittals will be circulated to the City for review where applicable. It is anticipated that up to 150 submittals will be received. It is assumed that no more than one original submittal will be received, and that no more than 50 (total) conforming resubmittals will be required out of the 150 submittals.

Subtask 208C – Respond to RFIs

MKN will maintain a log of, manage, review, and responded to Contractor RFIs. Our budget is based on reviewing and responding to up to 100 RFIs.

Subtask 208D – Respond to Requests for Change Orders

MKN will review eight (8) change order requests from the contractor and provide a recommendation to the City.

Subtask 208E – Engineer’s Observation of Work in Progress

The Design Engineer will perform periodic site visits to review work in progress. We assume twenty-four (24) site visits during construction.

Subtask 208F – Startup Support

MKN and our subconsultant, Trussell Technologies, Inc., will perform the following services:

- Review Plant Checkout Plan from Contractor and provide comments
- Review Commissioning activities and documentation to ensure Gradiant provided unit processes have satisfactorily passed the Plant Checkout Plan and are ready for performance testing
- Provide enhanced training beyond vendor training, such as hands-on training for City operations staff during startup and commissioning to help operations staff develop key SOPs (up to five (5) 1-day visits)
- Witness performance test (5 out of 14 days) (5 visits)
- Review performance test completion report to ensure compliance with specs

Subtask 208G – Record Drawings

MKN will receive the Contractor's redlines and review for completeness and accuracy based on observation reports, photos, RFIs and approved change orders. Redlines will be then be developed into Record Drawings using AutoCAD.

Subtask 208H – Construction Management and Observation

MKN will assign a dedicated on-site resident engineer (RE) and inspectors to manage construction operations with a focus on quality assurance and contract compliance. The RE and inspectors will oversee every phase of the construction, from mobilization through project closeout, coordinating the flow of documentation, monitoring contractor compliance, and facilitating communication between all stakeholders. MKN will serve as the primary liaison between the City, contractor, and subcontractors to ensure smooth project execution, timely response to issues, and overall project success. The budget was developed assuming 18 months of full-time project representation. The scope of work under this task is as follows:

Daily Inspection Diaries

The on-site inspector will maintain daily logs using Procore to provide a thorough record of all construction activities. This includes weather conditions, personnel counts, equipment usage, subcontractor presence, key discussions with the contractor, material deliveries, and any construction issues encountered. These diaries serve as both a real-time account and a historical record, aiding in resolving disputes or reviewing previous decisions and ensuring accountability.

Photo Record Maintenance

MKN will document construction progress by taking routine photos to capture each stage, including milestone completions, installations, and areas of concern. These images will be stored digitally in Procore and shared with the City at regular intervals, providing visual proof of ongoing work and serving as a critical reference for dispute resolution or future project reviews.

Record Drawing Maintenance

MKN will closely monitor and regularly update the contractor's record drawings, which capture modifications made during construction. This set will be continually reviewed to ensure accuracy, and MKN will keep an independent As-Built drawing set to present a complete and accurate record at project closeout, giving the City a reliable basis for future maintenance.

Special Inspections

For project areas that require specialized inspection beyond standard construction oversight, such as geotechnical testing, structural steel work, or concrete integrity, MKN will identify these needs, coordinate with expert subconsultants, and schedule the inspections. MKN's role is to ensure compliance with safety and quality standards, making sure that all special requirements are fulfilled and documented.

Document Control

MKN will implement Procore project management software to manage project documentation efficiently. This includes handling contractor submittals, RFIs, shop drawings, and other key documents. MKN will coordinate between the contractor, City, and design team to maintain document flow, keeping responses timely to avoid delays and ensuring that all documentation is properly tracked, documented, and communicated to relevant parties.

Schedule Review

MKN will review the contractor's baseline schedule, as well as monthly updates, to confirm compliance with contractual requirements. This includes checking milestone dates, critical paths, and overall project timelines. By closely monitoring the contractor's progress and identifying any potential delays, MKN can flag issues early and propose solutions to mitigate schedule risks.

Pay Request Processing

MKN will meticulously review monthly pay requests submitted by the contractor, ensuring that claimed work aligns with contract terms. This includes verifying work quantities, percentage completion, and supporting documents. MKN's recommendations will be forwarded to the City for approval, ensuring that payments align with project progress and City procedures.

Change Order Review

MKN will assist in analyzing change order requests from the contractor, evaluating the necessity, impact on budget and schedule, and accuracy of the request. MKN will provide recommendations to the City and track any associated time-and-material work, ensuring that costs are well documented and controlled to prevent budget overruns.

Progress Meetings

MKN will hold weekly or as-needed progress meetings to discuss project status, review safety and quality protocols, track submittal and RFI statuses, and address outstanding issues. MKN will create and distribute minutes, documenting decisions and assigning follow-up tasks, facilitating transparency, accountability, and prompt issue resolution.

Verification of Material and Equipment

As materials and equipment arrive on-site, MKN will conduct inspections to confirm they match contract specifications and approved submittals. This proactive verification prevents the use of non-compliant materials, ensuring the quality and integrity of the project while avoiding potential rework or delays.

Quality Assurance

MKN will perform regular inspections of construction work to confirm adherence to quality standards as specified in the contract. MKN will ensure that materials, workmanship, and adherence to design specifications meet project expectations, and any identified deficiencies will be documented and addressed by the contractor to maintain quality.



Acceptance/Performance Testing

MKN will coordinate testing and acceptance protocols to verify that systems and equipment meet the contract, industry standards, and regulatory codes. This includes functional testing of systems like HVAC, plumbing, and electrical, and MKN will oversee these tests to confirm that each system operates as designed prior to final project acceptance.

Project Closeout

MKN will oversee the project closeout process, making sure all tasks are completed to the City's satisfaction. This includes conducting final inspections, resolving punch list items, and submitting all necessary documentation (such as warranties and O&M manuals). MKN will coordinate closely with the contractor to ensure a seamless transition from construction to project handover.

Punch List Inspection

As the project nears completion, MKN will perform a punch list inspection to document any remaining deficiencies or incomplete items. The list will be provided to the contractor for corrective action, and MKN will re-inspect to confirm completion, ensuring a fully satisfactory project closeout.

O&M Manual and Warranty Coordination

MKN will coordinate the compilation and verification of operation and maintenance (O&M) manuals and warranty documents from the contractor, ensuring compliance with specifications. This documentation is essential for the City's long-term project maintenance and operations, providing comprehensive guidance and coverage for future needs.

Operator Training

MKN will verify that training sessions for new systems and equipment meet contract requirements. Working with contractors and vendors, MKN will arrange and oversee training sessions to ensure City staff are fully prepared to operate and maintain new systems effectively.

Startup and Commissioning

MKN will coordinate the start-up and commissioning of new facilities and equipment, overseeing testing, adjustments, and troubleshooting. This phase ensures systems are calibrated and functioning as intended before final handover, addressing any operational issues in collaboration with contractors, vendors, and City staff.

Closeout

Following project completion, MKN will conduct a final inspection, review all project documentation, and submit a closeout package to the City. This package will include final invoices, reports, and relevant closure documents, and MKN will recommend final acceptance of the project to the City, confirming satisfactory completion of all work.

Final Report

MKN will prepare a comprehensive final report summarizing all project aspects, including:



- Total costs (including bids, change orders, and resolved claims)
- Key project dates (from bid opening to final completion)
- A breakdown of working and non-working days, weather delays, and schedule impacts
- Analysis of major issues, challenges, and accomplishments
- The final acceptance form for the City's records, providing a thorough project closure summary.

Refer to Exhibit B for a detailed breakdown of manhours estimated for this task. The budget for this task was previously reallocated for design modifications due to the AWTF design refinement study, the purpose of this amendment is to request additional funds for the completion of this task per our original scope of work.

Task 209 – Assist with Brine Disposal Coordination

MKN will continue to support the City's efforts to identify suitable locations and determining approval requirements to discharge brine generated from the AWTF. This will include meetings and responses to requests for information from staff at potential receiving facilities. Additional budget is requested for this ongoing effort.

Task 210 – AWTF Contractor Prequalification

MKN is performing a new Contractor Prequalification effort (due to the time that has passed since the original prequalification in 2021). MKN has utilized the previously prepared prequalification package, updating the documents as needed to reflect the current project. The prequalification package was released in May of 2025 but response to contractors, review of submittals, and recommendations to the City will be included in FY 2025-2026. This scope currently includes:

- Internal quality control review by a principal or senior engineer not currently involved in the project (Completed)
- Coordination with City staff for advertisement (Completed)
- Response to RFIs and development of addenda (up to two are assumed).
- Reviewing and documenting the information received and providing City staff with summary tables to frame discussions, final evaluations, and scoring.
- Development of recommendations for list of prequalified contractors.

Task 211 – AWTF Architectural Renderings (Completed)

ADDITIONAL SERVICES (TASK GROUP 200)

The following services will not be included in Task Group 200 but could be included as additional services:

- Groundwater modeling
- Property research, including easement/purchase negotiation
- Permitting and/or development of CEQA documents



- Bid advertisement, maintenance of plan holders list
- Environmental or cultural monitoring
- Mitigation of contaminated soils
- Utility potholing
- Assessment of existing generator capacity, and/or design of backup generator for recycled water system

TASK GROUP 300 – Stormwater Program Support

MKN will provide engineering services in support of the City's stormwater program. Work under Task Group 300 will be invoiced on an hourly time and materials basis, with the proposed budget total not to exceed without written authorization from the City.

Task 301 – Ventura Countywide Stormwater Permit (R4-2010-0108) Compliance and Coordination

MKN will perform the following services:

- Coordination and submittal of City's data for Annual Report to VCWPD
- Monthly meeting of Ventura Countywide Stormwater Management Committee – Attend meetings as necessary (Committee meets monthly). Prepare short briefing memo following each meeting
- Regular coordination and briefing to City staff on Program issues
- Review existing City's Stormwater Program Best Management Practices, and inspection programs, and provide recommendations on current efforts to remain in compliance with Permit
- Coordinate any mandatory training(s)
- Prepare presentation(s) (and present if requested) to City Council
- As-needed consulting assistance regarding the Stormwater Program's compliance with Federal and State requirements
- Provide a quarterly briefing on current state of affairs at the regional, state and national level

Task 302 – Ventura Countywide Stormwater Permit WMP Coordination

MKN will perform the following services:

- Review and provide analysis of Orders, Fact Sheets, Monitoring Programs, and correspondence issued by the RWQCB-LA
- Coordinate efforts with Ventura Countywide Stormwater Program (and attend necessary meetings) on behalf of the City to implement the WMP and the requirements of the 2021 Regional MS4 Permit.
- Review and provide summary memo on implications to City of WMP adoption. Draft City comment letter if requested.



Task 303 – TMDL Compliance

MKN will perform the following services:

- Review applicable City TMDLs, and TMDL Implementation Plans. Prepare memo(s) with summary of issues of TMDL implications to City.
- SWRCB Trash TMDL. Review current compliance and implement efforts (including identified catch basins identified for installation of full capture devices) and provide recommendations.

Task 304 – Response to Other State Water Resources Control Board and/or Regional Board Inquiries

If requested, review and provide analysis of SWRCB and/or RWQCB correspondence, inquiries, and initiatives received by the City.

TASK GROUP 400 – Drinking Water Program Support

MKN will provide engineering services in support of the City's drinking water program. Work under Task Group 400 will be invoiced on an hourly time and materials basis, with the proposed budget total not to exceed without written authorization from the City.

Task 401 – Division of Drinking Water/ Department of Water Resources Compliance

Subtask 401A – 2025 Urban Water Management Plan Update

Data Collection and Review: A kickoff meeting will be held with City staff to discuss the project approach, review changes since 2020, discuss communications protocols and public outreach, and review the proposed schedule. At this meeting, any new DWR documents that have been released will be discussed. MKN will also provide City with a preliminary data needs list to assist staff with gathering pertinent records. A list of agencies to be notified will be prepared and draft contact letters will be provided for District staff after the meeting.

UWMP Update: Each chapter of the City's 2020 UWMP will be updated and formatted for the 2025 update (based on the 2025 UWMP Guidebook). Changes to the UWMP will consist of reorganization of chapters, updates to the more general chapters (e.g., system description, plan preparation, etc.) and changes to the more specific chapters (e.g., supplies, demands, baselines, reliability, etc.) to meet current guidelines. It is assumed guidelines will be consistent with 2020 requirements. If guidelines change and require more effort than budgeted herein, MKN will notify the City to discuss budget augmentation or receive direction. All data will be input into the DWR-furnished UWMP and SBX7-7 tables.

Based on the 2020 UWMP and updated information provided by City, MKN will prepare an administrative draft of the 2025 UWMP for review and comment by City staff. MKN will attend an administrative draft review meeting with City staff prior to the scheduled board meeting identified below.

Public Review and Final UWMP: Comments from review of the administrative draft will be incorporated in a Public Review Draft for release during a public hearing (or Council meeting as

described below). MKN will attend the public hearing and assist City in addressing any comments received. The UWMP will be finalized, uploaded to Department of Water Resources' WUEdata web portal, and made available as required under the Code. It is assumed MKN will provide a camera-ready draft and pdfs to City and/or a copy center for production of bound copies.

Meetings: MKN will coordinate and attend a meeting with City staff to initiate this work. MKN will prepare and provide a draft agenda at least one (1) business day before the meeting. Topics covered will include scope of work, a preliminary list of data needs, project schedule, project deliverables and review.

MKN will attend one (1) review meeting after the District has completed their review of the administrative draft UWMP.

MKN will plan and attend meetings with neighboring and partnering agencies as required for UWMP development. MKN will work with City staff to identify the appropriate agencies. Twenty-four (24) hours have been budgeted for agency coordination meetings.

MKN will attend one (1) Council meeting to present the public draft UWMP. MKN will attend a second Council meeting for adoption of the 2020 UWMP update and be available to respond to any questions.

Subtask 401B – Water Loss Audit

Each year, MKN will perform a water loss audit for the City using the American Water Works Association (AWWA) Excel-based water audit software. MKN will provide required submittals to the California Department of Water Resources each year.

The following information will be required from the City to prepare the audit:

1. Supply from own sources consisting of monthly potable water production (should not include raw water sources) as documented by supply meters or other means
2. Supply imported/exported per connection on a monthly basis (if applicable)
3. Supply meter accuracy and calibration testing (if conducted)
4. Customer consumption records consisting of monthly consumption by user types
5. The following information is also recommended if available:
 - Customer meter accuracy and calibration testing (if conducted) Customer meter inaccuracy derivation
 - Average operating pressure derivation
 - Customer retail unit cost derivation
 - Variable production cost derivation

MKN will prepare a draft version of the spreadsheet for City review and will then prepare a final spreadsheet and submit to DWR.

Deliverables:

- Draft AWWA Excel-based water loss spreadsheet



- Final AWWA Excel-based water loss spreadsheet

Subtask 401C – Water Loss Audit Validation

MKN will assign a certified water loss audit validator to review the Water Loss Audit and complete and submit the validation report to. Work efforts are described below.

Preliminary Water Audit Documentation Review: To complete a Level 1 Water Loss Audit Validation, the certified validator will review the information used to develop the Audit.

MKN will review/compare the preliminary AWWA water loss audit (calendar year 2018) to the supporting information described above. Data inputs and data validity grades (DVG) in the AWWA water loss audit software will be reviewed and documented for consistency with the required supporting and supplemental information. The following performance indicators (included in the AWWA spreadsheet once an audit is completed) will be reviewed and compared to the AWWA Manual M36 guidelines:

- Non-Revenue Water as a percent by cost of operating the system
- Real losses (service connection/day, length of main/day, service connection/day/PSI)
- Infrastructure Leakage index

A listing of the data received and copies of the supporting and supplemental information provided will be included in a summary memorandum.

Water Loss Audit Interview: Based on the information provided/reviewed in Task 1, MKN will develop a draft of the Level 1 Validation Summary Notes (based on available information provided), which will be discussed during the water loss audit validation interview. The certified MKN validator will schedule a time with City and MKN staff involved in preparing the water loss audit either via onsite meeting or teleconference. Following the meeting there may be additional information and/or clarification requested to complete the water loss audit validation. MKN will identify any additional requirements and assumes that the City will be able to provide comments within two weeks following the interview.

Preparation of Validated Water Loss Audit and Report: Following the water loss audit interview, MKN will prepare the final validation documentation and provide it to the City to submit to DWR. Reports are required to be submitted on or before October 1 annually, using DWR's WUEdata portal located at: <https://wuedata.water.ca.gov/secure>. MKN will prepare a summary memorandum documenting the supporting and supplemental information provided, results of the water loss audit interview, and required submittal items for DWR.

Deliverables:

- 2018 Water Loss Audit Summary Memorandum
- Level 1 Validation Summary Notes (submitted to purveyor)
- Validated AWWA Water Loss Audit (submitted to DWR)
- Certified Validation Report (submitted to DWR)

Subtask 401D – Water Conservation

MKN will assist the City with compliance with California Water Conservation Act (SB7x-7; Water Code 10608, 10631, and 10800) regarding urban water use targets. MKN will also provide assistance with preparation of the City's 20x2020 analysis.

A budget of 8 hours per month is requested for a total of 96 hours per year.

Subtask 401E – Drinking Water Program Reporting and Division of Drinking Water (DDW) Compliance

MKN will perform the following tasks:

- Assistance with preparation of monthly, quarterly, and annual reports including, but not limited to Consumer Confidence, Annual Operations, Production, Coliform, and Iron and Manganese Reports.
- Review current Standard Operations Procedures and provide recommendations.

A budget of 8 hours per month is requested for a total of 96 hours per year.

Subtask 401F – Meetings and Coordination with City staff

MKN will perform the following tasks:

- Regular coordination and briefing to City staff on Program issues.
- Coordinate any mandatory training(s).
- Prepare presentations (and present if requested) to City Council.
- As-needed consulting assistance regarding the Water Program's compliance with Federal and State requirements.

A budget of 4 hours per month is requested for a total of 48 hours per year.

Task 402 – Other State Water Resources Control Board and/or California Department of Water Resources Inquiries

If requested, review and provide analysis of SWRCB and/or DWR correspondence, inquiries and initiatives received by the City.

A budget of 2 hours per month is requested for a total of 24 hours per year.

TASK GROUP 500 – Integrated Regional Water Management Program

MKN will research, attend meetings, coordinate and provide recommendations for opportunities for the City to participate in the Watersheds Coalition of Ventura County and the State of California's Integrated Regional Water Management Plan program to assist the City's stormwater, water and water conservation programs.

A budget of 4 hours per month is requested for a total of 48 hours per year. Work under Task Group 500 will be invoiced on an hourly time and materials basis, with the proposed budget total not to exceed without written authorization from the City.

Assumptions

MKN shall be entitled to rely reasonably upon the accuracy of data and information provided by or through the City and will use good professional judgment in reviewing and evaluating such information. If MKN identifies any error or inaccuracy in data or information provided by or through City, or determines that additional data or information is needed to perform the services, MKN shall promptly notify the client.

MKN will provide data requests to City as needs arise.

Estimated Fee

Table 1 summarizes the budget for our fee for all tasks identified above. Tasks 105 and 106 and Task Group 200 are multi-year Capital Improvement Projects for the City. At the end of each fiscal year, amounts remaining in these budgets are expected to roll into the subsequent year if work extends across fiscal years. Task Group 200 will also have budget remaining from FY 24/25 that will be utilized in FY 25/26 as shown in the table below. The amount shown is a projection but will be finalized after our fees are invoiced through June 30, 2025.

It is assumed the fee schedule will be adjusted by 3% per year on July 1st for each fiscal year. Work will be invoiced on an hourly time and materials basis, with the proposed budget total not to exceed without written authorization from the City.

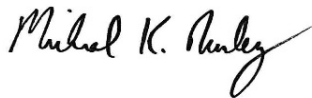
Task Group	Budget Remaining to be Rolled Over from 2024/25 (as of 5/1/2025)*	2025/26	2026/27	2027/28
100 – WRF Operations Support	--	\$669,148	\$408,645	\$391,092
200 – AWTF Design and Construction Management	\$597,745	\$917,901	\$1,333,562	\$311,823
300 – Stormwater Program Support	--	\$110,814	\$107,883	\$112,198
400 – Drinking Water Program Support	--	\$154,516	\$91,849	\$155,662
500 – Integrated Regional Water Management Plan	--	\$5,090	\$5,442	\$5,653
<i>Subtotal Tasks 100, 300, 400, 500</i>	--	<i>\$939,568</i>	<i>\$613,819</i>	<i>\$664,605</i>
<i>Subtotal Task 200 (2025/26 includes Rollover + Amendment)</i>	<i>\$1,515,646</i>		<i>\$1,333,562</i>	<i>\$311,823</i>
Total	\$2,455,214		\$1,947,381	\$976,428

*The budget remaining will be adjusted after invoicing through the end of June, 2025.

A detailed estimate of hours and estimated other direct costs (ODCs) is provided on the attached tables.

We hope this proposal meets your expectations and look forward to continuing our work with you and the City.

Sincerely,



Michael K. Nunley, PE
Program Director

Enclosures:

- Detailed Budget with Manhour Breakdown





City of Santa Paula

WRF Operation, Recycled Water, Stormwater, and Drinking Water Support FY 25/26

	Project Director	Construction Project Manager	Principal Engineer	Senior Engineer II	Project Engineer I	Assistant Engineer II	Resident Engineer	Construction Inspector	Scheduler	Senior Designer	Administrative Assistant	Total Hours (MKN)	Labor (MKN)	ODCs (MKN)	Materials Testing	Supplemental Inspection	MSO	Buehler	Trussell	Non-Labor Costs	Total Fee
Hourly Rates	312	256	289	251	203	184	215	200	185	185	113										
Task Group 100: WRF Operations Support																					
Task 101 - Review Recommendations and Proposed Repair, Replacement, and Capital Expenditures			48	45		8						101	\$ 26,639	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,639
Task 102 - Review Budgets, Expenditures, and Payment Requests			120									120	\$ 34,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,680
Task 103 - Meetings, Site Visits, and Conference Calls	30		60	45								135	\$ 37,995	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ 43,995
Task 104 - Project Management and Reporting	48		48									96	\$ 28,848	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,848
Task 105 - Engineering and Procurement												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105A -Blower Replacement Program	7		11	32	46	60				56		212	\$ 44,133	\$ -	\$ -	\$ -	\$ 8,800	\$ 2,200	\$ -	\$ 11,000	\$ 55,133
105B - Influent Pump Station Replacement	51		54	128	119	234				156	6	748	\$ 160,397	\$ 2,000	\$ -	\$ -	\$ 33,000	\$ 22,000	\$ -	\$ 57,000	\$ 217,397
105C - Screw Press Redundancy Project	48		48	94	86	176				128	6	586	\$ 126,642	\$ 2,000	\$ -	\$ -	\$ 26,950	\$ 19,250	\$ -	\$ 48,200	\$ 174,842
105D - Grit Clasifier Replacement												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105E - UV Disinfection Rehabilitation	2		4	16		20					2	44	\$ 9,702	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,702
105F - SCADA Computer Upgrades												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105G - Coating Repairs Project												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105H - Building Repairs and Improvements												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 106 - Construction or Installation Phase Support for Capital Improvements												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106A - Blower Replacement Program	6		16	40	40	80				8		190	\$ 40,856	\$ -	\$ -	\$ -	\$ 2,200	\$ -	\$ -	\$ 2,200	\$ 43,056
106B - Influent Pump Station Replacement												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106C - Screw Press Redundancy Project												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106D - Grit Clasifier Replacement												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106E - UV Disinfection Rehabilitation				16		8						24	\$ 5,488	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,488
106F - SCADA Computer Upgrades												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106G - Coating Repairs Project												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 107 - Pretreatment Program Update and Chloride Source Control Management	8			80		32					8	128	\$ 29,368	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,368
Subtotal	200	0	409	496	291	618	0	0	0	348	22	2256	\$ 544,748	\$ 10,000	\$ -	\$ -	\$ 70,950	\$ 43,450	\$ -	\$ 124,400	\$ 669,148
Task Group 200: WRF Advanced Treatment System Planning, Design, and Construction Phase Services																					
Task 201 - Project Management, Meetings, and Quality Control	40		40								16	96	\$ 25,848	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,848
Task 202 - Regulatory Support and Coordination	24		24									48	\$ 14,424	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,424
Task 203 - Consultant Procurement and Technical Support												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 204 - Preliminary Engineering Report												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 205 - Contract Documents	16	0	0	32	16	16	0	0	0	20	4	104	\$ 23,368	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,368
Task 206 - Assist with Grant and Loan Application	24	0	24	24	0	40	0	0	0	0	0	112	\$ 27,808	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,808
Task 207 - Bid Phase Services	20	0	0	48	36	52	0	0	0	24	8	188	\$ 40,508	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,508
Task 208 - Construction Phase Services	36	64	128	164	80	320	616	1036	20	0	0	2464	\$ 524,232	\$ 24,000	\$ 90,000	\$ 37,500	\$ 38,210	\$ 35,640	\$ 16,500	\$ 241,850	\$ 766,082
Task 209 - Assistance with Brine Disposal Coordination	24		24	12	12							72	\$ 19,872	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,872
Task 210 - Contractor Prequalification												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	248	64	240	280	144	428	616	1056	20	44	28	3084	\$ 676,060	\$ 24,000	\$ 90,000	\$ 37,500	\$ 38,210	\$ 35,640	\$ 16,500	\$ 241,850	\$ 917,910
Task Group 300: Stormwater Program Support																					
Task 301 - Ventura Countywide Stormwater Permit Compliance	2				130	208						340	\$ 65,286	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,286
Task 302 - Ventura Countywide Stormwater WMP Coordination					72	12						84	\$ 16,824	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,824
Task 303 - TMDL Compliance					48	76						124	\$ 23,728	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,728
Task 304 - Other State Water Resources Control Board and/or Regional Board Inquiries	2				16	6						24	\$ 4,976	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,976
Subtotal	4	0	0	0	266	302	0	0	0	0	0	572	\$ 110,814	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,814
Task Group 400: Water Program Support																					
Task 401 - DDW/DWR Compliance												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401A - 2025 Urban Water Management Plan Update	12		66		86	144					6	314	\$ 67,450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,450
401B - Annual Water Supply and Demand Assessment	2				12	16					4	34	\$ 6,456	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,456
401C - Water Loss Audit	1				8	12					2	23	\$ 4,370	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,370
401D - Water Loss Audit Validation	1				10	12					2	25	\$ 4,776	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,776
401E - Drinking Water Program Reporting and DDW Compliance	2		22		24	44					4	96	\$ 20,402	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,402
401F - Meetings and Coordination with City Staff	2		20		22						4	48	\$ 11,322	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,322
401G - Risk and Resiliency Plan Update	1		34			44					8	87	\$ 19,138	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200	\$ 19,338
401H - Emergency Response Plan Update												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 402 - Other SWRCB/DWR Inquiries	2		22		24	44					4	96	\$ 20,402	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,402
Subtotal	23	0	164	0	186	316	0	0	0	0	34	723	\$ 154,316	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200	\$ 154,516
Task Group 500: Integrated Regional Water Management Plan Support																					
Task 501 - Engineering Support	2				22							24	\$ 5,090	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,090
Subtotal	2	0	0	0	22	0	0	0	0	0	0	24	\$ 5,090	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,090
TOTAL BUDGET	477	64	813	776	909	1664	616	1056	20	392	84	6659	\$ 1,491,028	\$ 34,200	\$ 90,000	\$ 37,500	\$ 109,160	\$ 79,090	\$ 16,500	\$ 366,450	\$ 1,857,478



City of Santa Paula

WRF Operation, Recycled Water, Stormwater, and Drinking Water Support FY 26/27

	Project Director	Construction Project Manager	Principal Engineer	Senior Engineer II	Project Engineer I	Assistant Engineer II	Resident Engineer	Construction Inspector	Scheduler	Senior Designer	Administrative Assistant	Total Hours (MKN)	Labor (MKN)	ODCs (MKN)	MSO	Buehler	Materials Testing	Specialty Inspection	Trussell	Total Fee
Hourly Rates	324	266	301	261	211	191	224	208	192	192	118									
Task Group 100: WRF Operations Support																				
Task 101 - Review Recommendations and Proposed Repair, Replacement, and Capital Expenditures			48	45		8						101	\$ 27,705	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,705
Task 102 - Review Budgets, Expenditures, and Payment Requests			126									126	\$ 37,871	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,871
Task 103 - Meetings, Site Visits, and Conference Calls	20		60	45								125	\$ 36,270	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,270
Task 104 - Project Management and Reporting	48		48									96	\$ 30,002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,002
Task 105 - Engineering and Procurement												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105A -Blower Replacement Program	7		11	32	46	60				56		212	\$ 45,898	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,898
105B - Influent Pump Station Replacement												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105C - Screw Press Redundancy Project												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105D - Grit Clasifier Replacement	8		14	36	4	58				36	2	158	\$ 35,306	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,306
105E - UV Disinfection Rehabilitation												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105F - SCADA Computer Upgrades	8		4	20		20					6	58	\$ 13,551	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,551
105G - Coating Repairs Project												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105H - Building Repairs and Improvements												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 106 - Construction or Installation Phase Support for Capital Improvements												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106A - Blower Replacement Program	6		16	40	40	40				8		150	\$ 34,836	\$ -	\$ 2,200	\$ -	\$ -	\$ -	\$ -	\$ 37,036
106B - Influent Pump Station Replacement	6		22	58	84	48				32		250	\$ 56,776	\$ 2,000	\$ 11,000	\$ 6,050	\$ -	\$ -	\$ -	\$ 75,826
106C - Screw Press Redundancy Project	6		22	42	48	28				32		178	\$ 41,172	\$ 2,000	\$ 9,350	\$ 4,950	\$ -	\$ -	\$ -	\$ 57,472
106D - Grit Clasifier Replacement												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106E - UV Disinfection Rehabilitation				16		8						24	\$ 5,708	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,708
106F - SCADA Computer Upgrades												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106G - Coating Repairs Project												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 107 - Pretreatment Program Update and Chloride Source Control Management												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	109	0	371	334	222	270	0	0	0	164	8	1478	\$ 365,093	\$ 10,000	\$ 22,550	\$ 11,000	\$ -	\$ -	\$ -	\$ 408,645
Task Group 200: WRF Advanced Treatment System Planning, Design, and Construction Phase Services																				
Task 201 - Project Management, Meetings, and Quality Control	40		40									80	\$ 25,002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,002
Task 202 - Regulatory Support and Coordination	24		24									48	\$ 15,001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,001
Task 203 - Consultant Procurement and Technical Support												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 204 - Preliminary Engineering Report												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 205 - Contract Documents												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 206 - Assist with Grant and Loan Application	24		24									48	\$ 15,001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,001
Task 207 - Bid Phase Services												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 208 - Construction Phase Services	24	96	56	92	56	200	1440	2832	48	80		4924	\$ 1,059,956	\$ 26,000	\$ 18,740	\$ 20,196	\$ 90,000	\$ 37,500	\$ 5,500	\$ 1,257,891
Task 209 - Assistance with Brine Disposal Coordination	24		24	12	12							72	\$ 20,667	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,667
Task 210 - Contractor Prequalification												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	232	96	168	104	68	200	1440	2880	48	80	0	5172	\$ 1,135,626	\$ 26,000	\$ 18,740	\$ 20,196	\$ 90,000	\$ 37,500	\$ 5,500	\$ 1,333,562
Task Group 300: Stormwater Program Support																				
Task 301 - Ventura Countywide Stormwater Permit Compliance	2				130	208						340	\$ 67,897	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,897
Task 302 - Ventura Countywide Stormwater WMP and CIMP Development					48							48	\$ 10,134	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,134
Task 303 - TMDL Compliance					48	76						124	\$ 24,677	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,677
Task 304 - Other State Water Resources Control Board and/or Regional Board Inquiries	2				16	6						24	\$ 5,175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,175
Subtotal	4	0	0	0	242	290	0	0	0	0	0	536	\$ 107,883	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 107,883
Task Group 400: Water Program Support																				
Task 401 - DDW/DWR Compliance												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401A - 2025 Urban Water Management Plan Update												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401B - Annual Water Supply and Demand Assessment	2				12	16				4		34	\$ 6,714	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,714
401C - Water Loss Audit	1				8	12				2		23	\$ 4,545	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,545
401D - Water Loss Audit Validation	1				10	12				2		25	\$ 4,967	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,967
401E - Drinking Water Program Reporting and DDW Compliance	2		22		24	44				4		96	\$ 21,218	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,218
401F - Meetings and Coordination with City Staff	2		20		22					4		48	\$ 11,775	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,775
401G- Risk and Resiliency Plan Update												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401H - Emergency Response Plan Update	2		36			46				8		92	\$ 21,212	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,412
Task 402 - Other SWRCB/DWR Inquiries	2		22		24	44				4		96	\$ 21,218	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,218
Subtotal	12	0	100	0	100	174	0	0	0	0	28	414	\$ 91,649	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 91,849
Task Group 500: Integrated Regional Water Management Plan Support																				
Task 501 - Engineering Support	2				22							24	\$ 5,294	\$ 148	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,442
Subtotal	2	0	0	0	22	0	0	0	0	0	0	24	\$ 5,294	\$ 148	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,442
TOTAL BUDGET	359	96	639	438	654	934	1440	2880	48	244	36	7624	\$ 1,705,545	\$ 36,348	\$ 41,290	\$ 31,196	\$ 90,000	\$ 37,500	\$ 5,500	\$ 1,947,381



City of Santa Paula

WRF Operation, Recycled Water, Stormwater, and Drinking Water Support FY 27/28

	Project Director	Construction Project Manager	Principal Engineer	Senior Engineer II	Project Engineer I	Assistant Engineer II	Resident Engineer	Construction Inspector	Scheduler	Senior Designer	Administrative Assistant	Total Hours (MKN)	Labor (MKN)	ODCs (MKN)	MSO	Buehler	Trussell	Non-Labor Costs	Total Fee
Hourly Rates	337	256	313	271	220	199	233	216	200	200	122								
Task Group 100: WRF Operations Support																			
Task 101 - Review Recommendations and Proposed Repair, Replacement, and Capital Expenditures			48	45		8						101	\$ 28,813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,813
Task 102 - Review Budgets, Expenditures, and Payment Requests			134									134	\$ 41,886	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,886
Task 103 - Meetings, Site Visits, and Conference Calls	20		60	45								125	\$ 37,721	\$ 6,000	\$ -	\$ -	\$ -	\$ 6,000	\$ 43,721
Task 104 - Project Management and Reporting	48		48									96	\$ 31,202	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,202
Task 105 - Engineering and Procurement												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105A -Blower Replacement Program	7		11	32	46	60				50		206	\$ 46,534	\$ -	\$ 8,800	\$ 2,200	\$ -	\$ 11,000	\$ 57,534
105B - Influent Pump Station Replacement												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105C - Screw Press Redundancy Project												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105D - Grit Clasifier Replacement												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105E - UV Disinfection Rehabilitation												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105F - SCADA Computer Upgrades												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105G - Coating Repairs Project	38		30	48	76	116				124	6	438	\$ 100,550	\$ -	\$ -	\$ 5,500	\$ -	\$ 5,500	\$ 106,050
105H - Building Repairs and Improvements	4		8	20		20					6	58	\$ 13,994	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,994
Task 106 - Construction or Installation Phase Support for Capital Improvements												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106A - Blower Replacement Program	6		16	40	40	40				8		150	\$ 36,229	\$ -	\$ 2,200	\$ -	\$ -	\$ 2,200	\$ 38,429
106B - Influent Pump Station Replacement												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106C - Screw Press Redundancy Project												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106D - Grit Clasifier Replacement												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106E - UV Disinfection Rehabilitation												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106F - SCADA Computer Upgrades												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106G - Coating Repairs Project	4		8	40	20	40				12		124	\$ 29,463	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,463
Task 107 - Pretreatment Program Update and Chloride Source Control Management												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	127	0	363	270	182	284	0	0	0	194	12	1432	\$ 366,391	\$ 6,000	\$ 11,000	\$ 7,700	\$ -	\$ 24,700	\$ 391,092
Task Group 200: WRF Advanced Treatment System Planning, Design, and Construction Phase Services																			
Task 201 - Project Management, Meetings, and Quality Control	24		24									48	\$ 15,601	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,601
Task 202 - Regulatory Support and Coordination	18		18	24		8						68	\$ 19,808	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,808
Task 203 - Consultant Procurement and Technical Support												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 204 - Preliminary Engineering Report												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 205 - Contract Documents												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 206 - Assist with Grant and Loan Application	12		12	8								32	\$ 9,972	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,972
Task 207 - Bid Phase Services												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 208 - Construction Phase Services	16	20	24	80	24	40	160	276	12	0	0	652	\$ 152,282	\$ 1,000	\$ 3,000	\$ 1,188	\$ 99,000	\$ 104,188	\$ 256,470
Task 209 - Assistance with Brine Disposal Coordination	12		12	8								32	\$ 9,972	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,972
Task 210 - Contractor Prequalification												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	102	20	90	120	24	48	160	288	12	0	0	832	\$ 207,637	\$ 208,376	\$ 3,000	\$ 1,188	\$ 99,000	\$ 104,188	\$ 311,823
Task Group 300: Stormwater Program Support																			
Task 301 - Ventura Countywide Stormwater Permit Compliance	2				130	208						340	\$ 70,613	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,613
Task 302 - Ventura Countywide Stormwater WMP and CIMP Development					48							48	\$ 10,539	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,539
Task 303 - TMDL Compliance					48	76						124	\$ 25,664	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,664
Task 304 - Other State Water Resources Control Board and/or Regional Board Inquiries	2				16	6						24	\$ 5,382	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,382
Subtotal	4	0	0	0	242	290	0	0	0	0	0	536	\$ 112,199	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 112,198
Task Group 400: Water Program Support																			
Task 401 - DDW/DWR Compliance												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401A - 2025 Urban Water Management Plan Update												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401B - Annual Water Supply and Demand Assessment	2				12	16					4	34	\$ 6,983	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,983
401C - Water Loss Audit	1				8	12					2	23	\$ 4,727	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,727
401D - Water Loss Audit Validation	1				10	12					2	25	\$ 5,166	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,166
401E - Development of Standard Operation Procedures for Water System	2		22		24	44					4	96	\$ 22,067	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,067
401F - Asset Management Software Support	2		8		24	34					4	72	\$ 15,701	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,701
401G - Water Conservation	2		46		60	80					4	192	\$ 44,638	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,638
401H - Drinking Water Program Reporting and DDW Compliance	2		22		24	44					4	96	\$ 22,067	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,067
401I - Meetings and Coordination with City Staff	2		20		22						4	48	\$ 12,246	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,246
401J - Risk and Resiliency Plan Update												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401K - Emergency Response Plan Update												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 402 - Other SWRCB/DWR Inquiries	2		22		24	44					4	96	\$ 22,067	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,067
Subtotal	16	0	140	0	208	286	0	0	0	0	32	682	\$ 155,660	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 155,662
Task Group 500: Integrated Regional Water Management Plan Support																			
Task 501 - Engineering Support	2				22							24	\$ 5,505	\$ 148	\$ -	\$ -	\$ -	\$ 148	\$ 5,653
Subtotal	2	0	0	0	22	0	0	0	0	0	0	24	\$ 5,505	\$ 148	\$ -	\$ -	\$ -	\$ 148	\$ 5,653
TOTAL BUDGET	251	20	593	390	678	908	160	288	12	194	44	3506	\$ 847,391	\$ 214,524	\$ 14,000	\$ 8,888	\$ 99,000	\$ 129,036	\$ 976,428



121 North Fir St., Ste. G
Ventura, CA 93001
805-947-4971 [PHONE](tel:805-947-4971)

June 5, 2025

Dale Goodman
Public Works Director
City of Santa Paula
PO Box 569
Santa Paula, CA 93061

Re: Proposal – FY 2025-2027 Water Recycling Facility Operations, Recycled Water, Stormwater and Water Program Support

Dear Dale,

Michael K. Nunley & Associates, Inc. (MKN) is pleased to submit this proposal to assist the City of Santa Paula (City). As directed, MKN has proposed to expand our services through 2028 to provide engineering support for the City's drinking water regulatory compliance, water recycling facility (WRF) operations, stormwater regulatory compliance and regional coordination, and recycled water programs. The services to be provided under each program are briefly described below:

WRF Operations

MKN proposes to continue performing the following tasks related to ongoing operations of the WRF:

- As-needed support, including review of plans, recommendations, and capital expenditures proposed by the contract operations firm
- Review of budgets and expenditures for wastewater operations
- Site visits and meetings as directed by City staff
- Completion of design, bid-phase, and construction management for implementation of Advanced Water Treatment Facility (AWTF) Phase I
- Regulatory compliance reporting and engineering support for the City's stormwater and drinking water programs

This proposal considers years six through eight of a multi-year staff extension effort. In general, the work and budget conform to the budget from our previous budgets with some modifications. It is assumed this budget would cover services from July of 2025 through June of 2028.

All work is proposed to proceed on a Time and Materials basis. Assumed staff hours are provided on the enclosed budget spreadsheets for each task identified below.

AWTF Design and Construction Management

MKN will manage design and construction of the City's AWTF in accordance with Los Angeles Regional Water Quality Control Board requirements.

If authorized, MKN will perform the following services:

- Project management
- Final completion of plans, specifications, and cost opinions
- Bid phase support
- Construction phase engineering support, observation, and materials testing

Stormwater

MKN will serve as an "extension of staff", participating in meetings and directing the City's compliance efforts with the Ventura Countywide Stormwater Permit (R4-2010-108). This work will include the following services:

- Preparation and submittal of the Annual Report
- Regular coordination, briefings, and summary memoranda with recommendations for City staff
- Review and recommendations for compliance with the State Water Resource Control Board's (SWRCB) Total Maximum Daily Loads (TMDLs) and TMDL Implementation Plans
- Review of current compliance and implementation efforts for the Trash TMDL, including recommendations for installation of capture devices
- Review and coordination of responses to SWRCB notifications

It is assumed this budget would cover services from July of 2025 through June of 2028.

Drinking Water

MKN will serve as an "extension of staff", participating in meetings and directing the City's compliance efforts with California Department of Water Resources (DWR) and SWRCB requirements, including the following services:

- Completion of 2025 Urban Water Management Plan
- Preparation and submittal of City water audit



- Preparation and submittal of certified City water audit validation
- Engineering support for Consumer Confidence Report, Annual Report, and other Division of Drinking Water reports and submittals
- Engineering support for water conservation compliance and reports

It is assumed this budget would cover services from July of 2025 through June of 2028.

Integrated Regional Water Management Plan

MKN will serve as an “extension of staff”, participating in meetings and coordinating the City’s involvement in the Integrated Regional Water Management Planning Group.

It is assumed this budget would cover services from July of 2025 through June of 2028.

SCOPE OF WORK

TASK GROUP 100 – WRF Operations Support

MKN will continue to serve as an extension of staff in support of the ongoing WRF operations. Work under Task Group 100 will be invoiced on an hourly time and materials basis, with the proposed budget not to be exceeded without written authorization from the City. It is assumed City staff will develop and lead biweekly meetings with VRSD, MKN, and City staff.

Task 101 – Review of Recommendations and Proposed Repair, Replacement, and Capital Expenditures

The WRF contract operator (Ventura Regional Sanitation District or VRSD) is required to request 3rd party verification of major capital expenditures, repairs, and replacement of equipment. A cost opinion will also be required for certain “non-emergency” work items prior to implementation by the operator.

When directed by the City, MKN will perform a review of cost opinions, 3rd party verification reports, and other supporting documentation and request additional information if warranted. MKN will provide a recommendation to City staff to accept, modify, or reject the proposed work item in writing.

Task 102 – Review of Budgets, Expenditures, and Payment Requests

MKN will review the annual City budget and payment requests from VRSD as requested by the City. It is assumed City Public Works staff will coordinate with City Finance Department to confirm funding availability and to identify appropriate budgets or funds for projects.

Task 103 – Meetings, Site Visits, and Conference Calls

As directed by City staff, MKN will plan and attend meetings, site visits, and conference calls with City and/or VRSD. It is assumed City staff will manage biweekly meeting agendas and prepare attachments including purchase order logs.



Task 104 – Project Management and Reporting

MKN will prepare monthly status reports outlining, at a minimum, accomplishments since the prior report, current status of performance such as cost and schedule performances, progress toward resolution of previously identified problems, problems or potential problems since prior report, planned corrective actions, and milestones expected to be reached during the next reporting period.

In addition, status of regulatory compliance activities or variances, as well as upcoming milestones, will be identified.

Task 105 – Engineering and Procurement

As needed, MKN will prepare requests for proposals (RFPs) or bid documents for engineering, analytical, planning, permitting, or inspection services related to the WRF.

MKN will serve as Project Manager and Engineer of Record for the following projects:

- Blower Replacement Program Phases 2, 3, and 4
- Influent Pump Station Replacement
- Screw Press Redundancy
- Grit Classifier Replacement

Design services will include the following efforts

Project Management, Quality Control Reviews, and Meetings

MKN will provide project management, quality control reviews, and attend one (1) progress meeting online with City staff for each project.

Construction Documents

MKN will provide a draft and final set of technical specifications, construction plans, and opinions of probable construction cost. All documents will be provided as electronic submittals in pdf format. Plans will be provided at half-size scale for distribution by the City for bidding. The Blower Replacement, Influent Pump Station Replacement, and Screw Press Redundancy Project will include electrical/ instrumentation design services by MSO Technologies and structural engineering by Buehler, Inc. They will both be subconsultants to MKN.

MKN will provide technical support and coordination of other City consultants and/or VRSD staff for the following projects:

- UV Disinfection Rehabilitation
- SCADA Computer Upgrades
- Coating Repairs Project
- Building Repairs and Improvements

Budgets were developed based on the 2024 Wastewater Master Plan (MKN) and meetings with City and VRSD staff.

Task 106 – Construction or Installation Phase Support for Capital Improvements

MKN-Led Project Management and Design

MKN will provide bid phase support, engineering services during construction, and part-time construction observation for the following projects which MKN is managing or serving as Engineer of Record:

- Blower Replacement Program Phases 1, 2, and 3 Influent Pump Station Replacement
- Screw Press Redundancy
- Coating Repairs Project

MKN will perform the following tasks in support of this work.

Bid Phase Support

Where bidding of capital improvements or equipment is required, MKN will provide bid phase support to assist City with preparation for bid, questions during bid advertisement, and bid review. MKN will perform the following:

- Provide electronic plans and specifications for electronic and hard bid distribution (by others). It is assumed City will contract with a local copy service for distribution of plans and specifications and receive weekly updates on the list of plan holders to provide to City.
- Provide City with construction documents (electronic copies)
- Organize and attend pre-bid job walk
- Respond to inquiries from bidders
- Receive bidders' questions and coordinate responses with City, as required
- Prepare addenda, if required
- Assist the City in bid review
- Provide recommendations on successful bidder award
- Assist City in resolving bid protests (if necessary – budget to be determined at that time)
- Attend City Council meeting to present recommendations on bid award

The following engineering services during construction will be provided. Assumptions are included as the basis for the budget.

Preconstruction Meeting

MKN will plan and attend a meeting with the City and the Contractor to review the project status, discuss schedule and project requirements, and establish lines of communication.

Submittal Review

MKN will receive, log, and review technical submittals and provide responses in a timely manner.

Respond to RFIs

MKN will log, manage, and respond to Requests for Information (RFIs) from the Contractor.

Respond to Requests for Change

As directed by City, MKN will review proposed change orders related to design issues submitted by the Contractor or requested by the City. Change order submittals will include supporting records. MKN's review will include the potential impacts on the project schedule and budget and will include recommendations to address the proposed changes.

Engineer's Observation of Work in Progress

MKN will perform technical field observation to review work progress for general conformance with the plans and specifications and design issues or conflicts as they arise. MKN will provide a written summary of the field visit and construction progress and will contact City immediately if nonconformance issues are identified.

Overall level of effort for observation of Contractor's work in progress can vary greatly. If additional field observation beyond our assumed budget is necessary, MKN will alert the City promptly with a recommendation on how to proceed.

Final Walkthrough and Punch List

MKN will attend a final walkthrough with City and contractor to develop a punch list for final completion of the project.

Record Drawings

MKN will prepare a final set of record drawings based on the Contractor's as-built drawings.

MKN as Construction Phase Support

For the following tasks, MKN will provide as-needed technical support to coordinate with City consultants and/or VRSD during project construction:

- UV Disinfection Rehabilitation
- SCADA Computer Upgrades

ADDITIONAL SERVICES (TASK GROUP 100)

The following services will not be included in Task Group 100 but could be included as additional services:

- Construction or installation phase support for the grit classifier project Electrical engineering;
- Structural engineering;
- Controls/instrumentation engineering and systems integration;

- Design phase survey or topographic mapping;
- Construction survey and staking;
- Materials testing;
- Special inspections;
- Labor compliance monitoring;
- Environmental monitoring; and
- Permit compliance.

MKN can provide these services upon request.

TASK GROUP 200 – AWTF Design and Construction Phase Services

MKN will continue planning, design, and construction phase services for the City's Advanced Water Treatment Facility in accordance with Los Angeles Regional Water Quality Control Board requirements. Tasks are identified below. Work under Task Group 200 will be invoiced on an hourly time and materials basis, with the proposed budget total not to be exceeded without written authorization from the City. This project is a Capital Improvement Project that extends across several years. Budget from the 2024-2025 fiscal year will extend into the 2025-2026 fiscal year. Additional budget is requested for tasks identified on the attached fiscal year spreadsheets.

Task 201 – Project Management, Meetings, and Quality Control

MKN will provide the following services under this task group. Additional budget is requested for these items as identified on the attached spreadsheets. The general project management effort will reduce each year as the project proceeds to construction.

Subtask 201A – Client Coordination and Progress Reports

MKN will regularly coordinate with City staff, provide two (2) City Council reports, and provide brief monthly progress reports, via email, with invoices.

Subtask 201B – Project Schedule

MKN will prepare a project schedule in Microsoft Project format and will maintain the schedule throughout completion of the project.

Subtask 201C – Quality Control

MKN will perform quality control reviews of all deliverables prior to submitting to the City. A Senior Engineer or Principal Engineer who is not involved in the day-to-day design effort will perform an independent review of the project.

Subtask 201D – Phase 1 Site Meeting (Completed under FY 24/25 Budget)

...

Subtask 201E – Progress Meetings

MKN will attend up to three (3) design-phase progress meetings. The following meetings are assumed for the purposes of this proposal. We assume these meetings will be online unless in-person is specified below. Additional conference calls or phone meetings will be arranged on an as-needed basis as part of coordinating the project work.

- Two meetings related to RWQCB and financial planning coordination for the project;
- One meeting after the draft final design submittal.

Task 202 – Regulatory Support and Coordination

MKN will assist with regulatory support, largely focused on coordination between the City, the Regional Water Quality Control Board, and the City's WRF Regulatory Consultant (Larry Walker Associates, "LWA"). Additional budget is requested as noted on the attached spreadsheets due to the ongoing chloride monitoring efforts and anticipated reporting to RWQCB which will be necessary at the end of project construction.

Task 203 – AWTF Consultant Procurement and Technical Support

MKN will provide technical support needed for the financial consultant, and assist City staff with consultant coordination.

Task 204 – Preliminary Engineering Report (Completed under FY 24/25 Budget)

...

Task 205 – Contract Documents

The 60% design has progressed under the Fiscal Year 24/25 budget and some work is remaining to address City and operator comments

Additionally, MKN will prepare construction plans and specifications and provide two (2) progress submittals (Draft Final and Final). MKN's design team includes Trussell Technologies, Buehler Engineering (Buehler) for structural engineering, and MSO Technologies for electrical engineering and controls. It is assumed that the City will provide front-end documents to MKN for modification and inclusion into the bid package and that MKN will prepare technical specifications in CSI format. Plans will be prepared in AutoCAD. The City staff and City Building Department will review the contents of each submittal and provide comments for incorporation into the subsequent submittal. An opinion of probable construction costs will be prepared to accompany each submittal.

During the preliminary engineering phase, our design team encountered aspects of the project which required a higher level of effort than what was budgeted for. These project elements are essential to allow for optimal operation of the proposed treatment processes. The additional scope of work is as follows:

- Addition of horizontal cartridge filtration to protect downstream membranes. Horizontal cartridge filters were moved outside to provide ease of access for operations staff for anticipated quarterly change-outs of several 5-micron filter elements.



- Addition of degasification (via an air stripping tower) to reduce carbon dioxide in the finished product water. This addition resulted in necessary changes to the overall site plan, including relocation of the reaction tanks and clarifier from the east side of the building to the north side. This relocation results in a slight increase to the overall site footprint and reconfiguration of the existing building design. The portion of the building housing the reaction tanks and clarifier will be relocated and redesigned as a shade structure rather than an extension of the building for value engineering purposes.
- Addition of a product water pump station to transfer product water from the new air stripping tower to the existing WRF effluent pipeline.
- Modification to the hypochlorite system and addition of an ammonia storage and injection system to provide chloramination upstream of nanofiltration to prevent biofouling.
- Modification of the brine storage area to include two tanks and a brine pumping system.
- Structural and site civil modifications related to the above items.

Subtask 205A – 60 Percent Submittal (Assumed Completed under FY 24/25 Budget)

MKN will continue to address items discussed at the first review workshop and make revisions to the draft plans.

Subtask 205B – Operator Workshop & Coordination

MKN will engage operation staff to review draft drawings and equipment decisions as the project proceeds. This may include online or in-person meetings.

Subtask 205C – 95% Submittal

Submittal will include the following items (electronic copy in PDF format):

- Revised full size (22" x 34") drawings
- Draft front-end documents (Division 00 provided by City)
- Revised technical specifications (Divisions 02 to 44)
- Revised opinion of probable construction costs

Due to the proposed design modifications as noted in task 205, additional efforts will be needed under this subtask due to the increased number of plansheets, addition of new specifications, and additional design team coordination.

Subtask 205D – Final Submittal

Submittal will include the following items (electronic copies in PDF, MS Word, and AutoCAD formats)

- Final full-size (22" x 34") drawings
- Completed front-end documents (Division 00 provided by City)
- Final technical specifications (Divisions 02 to 44)
- Final opinion of probable construction cost

Due to the proposed design modifications as noted in task 205, additional efforts will be needed under this subtask due to the increased number of plansheets, addition of new specifications, and additional design team coordination.

A total of 104 hours is requested for draft and final submittals under Subtasks 205C and 205D.

Task 206A – Grant Research (Completed)

...

Task 206B – CWSRF Loan Application and Coordination

MKN has been preparing quarterly updated to SRF to keep the funding agreement active, which was not in the scope for this (previously completed) subtask. Estimated effort includes quarterly reports for the duration of time between the date of this amendment and project completion, as well as a project completion report. Additional budget is requested to support the City's ongoing efforts to inform RWQCB.

Task 207 – Bid Phase Services

MKN will provide bid phase support to assist the City with preparation for bid, questions during bid advertisement, and bid review. MKN will provide the following:

- Provide electronic plans and specifications for electronic bid distribution (by others).
- Provide City with construction documents (electronic copies).
- Organize and attend pre-bid job walk.
- Respond to inquiries from bidders.
- Receive bidders' questions and coordinate responses with City, as required.
- Prepare addenda, if required.
- Assist the City in bid review.
- Provide recommendations on successful bidder award.
- Assist the City in resolving bid protests (if necessary – budget to be determined at that time).
- Attend City Council meeting to present recommendations on bid award.

We recommend a budget of 188 hours for completion of this task. The budget for this task was previously reallocated for design modifications due to the AWTF design refinement study, the purpose of this amendment is to request additional funds for the completion of this task per our original scope of work.

Task 208 – Construction Phase Services

MKN will perform the following services during construction phase of the AWTF Phase I Improvements. The original budget for construction management was utilized for Phase I project design and project management. Therefore, additional budget is requested for this work.



Subtask 208A – Preconstruction Meeting

MKN will organize a comprehensive preconstruction meeting that brings together City representatives, contractors, subcontractors, and key stakeholders. This meeting will cover all necessary aspects, such as scope clarification, role assignments, and responsibilities for each party. MKN will establish communication protocols, set expectations for documentation submissions, and outline decision-making procedures. Emergency contacts for each party will also be documented for quick issue resolution. An agenda will be provided to the City before the meeting, and detailed meeting minutes will be distributed afterward to ensure transparency and record of agreements.

Subtask 208B – Submittal Review

MKN will maintain a log of, manage, and review shop drawings and submittals and provide responses. Submittals will be circulated to the City for review where applicable. It is anticipated that up to 150 submittals will be received. It is assumed that no more than one original submittal will be received, and that no more than 50 (total) conforming resubmittals will be required out of the 150 submittals.

Subtask 208C – Respond to RFIs

MKN will maintain a log of, manage, review, and responded to Contractor RFIs. Our budget is based on reviewing and responding to up to 100 RFIs.

Subtask 208D – Respond to Requests for Change Orders

MKN will review eight (8) change order requests from the contractor and provide a recommendation to the City.

Subtask 208E – Engineer’s Observation of Work in Progress

The Design Engineer will perform periodic site visits to review work in progress. We assume twenty-four (24) site visits during construction.

Subtask 208F – Startup Support

MKN and our subconsultant, Trussell Technologies, Inc., will perform the following services:

- Review Plant Checkout Plan from Contractor and provide comments
- Review Commissioning activities and documentation to ensure Gradiant provided unit processes have satisfactorily passed the Plant Checkout Plan and are ready for performance testing
- Provide enhanced training beyond vendor training, such as hands-on training for City operations staff during startup and commissioning to help operations staff develop key SOPs (up to five (5) 1-day visits)
- Witness performance test (5 out of 14 days) (5 visits)
- Review performance test completion report to ensure compliance with specs

Subtask 208G – Record Drawings

MKN will receive the Contractor's redlines and review for completeness and accuracy based on observation reports, photos, RFIs and approved change orders. Redlines will be then be developed into Record Drawings using AutoCAD.

Subtask 208H – Construction Management and Observation

MKN will assign a dedicated on-site resident engineer (RE) and inspectors to manage construction operations with a focus on quality assurance and contract compliance. The RE and inspectors will oversee every phase of the construction, from mobilization through project closeout, coordinating the flow of documentation, monitoring contractor compliance, and facilitating communication between all stakeholders. MKN will serve as the primary liaison between the City, contractor, and subcontractors to ensure smooth project execution, timely response to issues, and overall project success. The budget was developed assuming 18 months of full-time project representation. The scope of work under this task is as follows:

Daily Inspection Diaries

The on-site inspector will maintain daily logs using Procore to provide a thorough record of all construction activities. This includes weather conditions, personnel counts, equipment usage, subcontractor presence, key discussions with the contractor, material deliveries, and any construction issues encountered. These diaries serve as both a real-time account and a historical record, aiding in resolving disputes or reviewing previous decisions and ensuring accountability.

Photo Record Maintenance

MKN will document construction progress by taking routine photos to capture each stage, including milestone completions, installations, and areas of concern. These images will be stored digitally in Procore and shared with the City at regular intervals, providing visual proof of ongoing work and serving as a critical reference for dispute resolution or future project reviews.

Record Drawing Maintenance

MKN will closely monitor and regularly update the contractor's record drawings, which capture modifications made during construction. This set will be continually reviewed to ensure accuracy, and MKN will keep an independent As-Built drawing set to present a complete and accurate record at project closeout, giving the City a reliable basis for future maintenance.

Special Inspections

For project areas that require specialized inspection beyond standard construction oversight, such as geotechnical testing, structural steel work, or concrete integrity, MKN will identify these needs, coordinate with expert subconsultants, and schedule the inspections. MKN's role is to ensure compliance with safety and quality standards, making sure that all special requirements are fulfilled and documented.

Document Control

MKN will implement Procore project management software to manage project documentation efficiently. This includes handling contractor submittals, RFIs, shop drawings, and other key documents. MKN will coordinate between the contractor, City, and design team to maintain document flow, keeping responses timely to avoid delays and ensuring that all documentation is properly tracked, documented, and communicated to relevant parties.

Schedule Review

MKN will review the contractor's baseline schedule, as well as monthly updates, to confirm compliance with contractual requirements. This includes checking milestone dates, critical paths, and overall project timelines. By closely monitoring the contractor's progress and identifying any potential delays, MKN can flag issues early and propose solutions to mitigate schedule risks.

Pay Request Processing

MKN will meticulously review monthly pay requests submitted by the contractor, ensuring that claimed work aligns with contract terms. This includes verifying work quantities, percentage completion, and supporting documents. MKN's recommendations will be forwarded to the City for approval, ensuring that payments align with project progress and City procedures.

Change Order Review

MKN will assist in analyzing change order requests from the contractor, evaluating the necessity, impact on budget and schedule, and accuracy of the request. MKN will provide recommendations to the City and track any associated time-and-material work, ensuring that costs are well documented and controlled to prevent budget overruns.

Progress Meetings

MKN will hold weekly or as-needed progress meetings to discuss project status, review safety and quality protocols, track submittal and RFI statuses, and address outstanding issues. MKN will create and distribute minutes, documenting decisions and assigning follow-up tasks, facilitating transparency, accountability, and prompt issue resolution.

Verification of Material and Equipment

As materials and equipment arrive on-site, MKN will conduct inspections to confirm they match contract specifications and approved submittals. This proactive verification prevents the use of non-compliant materials, ensuring the quality and integrity of the project while avoiding potential rework or delays.

Quality Assurance

MKN will perform regular inspections of construction work to confirm adherence to quality standards as specified in the contract. MKN will ensure that materials, workmanship, and adherence to design specifications meet project expectations, and any identified deficiencies will be documented and addressed by the contractor to maintain quality.

Acceptance/Performance Testing

MKN will coordinate testing and acceptance protocols to verify that systems and equipment meet the contract, industry standards, and regulatory codes. This includes functional testing of systems like HVAC, plumbing, and electrical, and MKN will oversee these tests to confirm that each system operates as designed prior to final project acceptance.

Project Closeout

MKN will oversee the project closeout process, making sure all tasks are completed to the City's satisfaction. This includes conducting final inspections, resolving punch list items, and submitting all necessary documentation (such as warranties and O&M manuals). MKN will coordinate closely with the contractor to ensure a seamless transition from construction to project handover.

Punch List Inspection

As the project nears completion, MKN will perform a punch list inspection to document any remaining deficiencies or incomplete items. The list will be provided to the contractor for corrective action, and MKN will re-inspect to confirm completion, ensuring a fully satisfactory project closeout.

O&M Manual and Warranty Coordination

MKN will coordinate the compilation and verification of operation and maintenance (O&M) manuals and warranty documents from the contractor, ensuring compliance with specifications. This documentation is essential for the City's long-term project maintenance and operations, providing comprehensive guidance and coverage for future needs.

Operator Training

MKN will verify that training sessions for new systems and equipment meet contract requirements. Working with contractors and vendors, MKN will arrange and oversee training sessions to ensure City staff are fully prepared to operate and maintain new systems effectively.

Startup and Commissioning

MKN will coordinate the start-up and commissioning of new facilities and equipment, overseeing testing, adjustments, and troubleshooting. This phase ensures systems are calibrated and functioning as intended before final handover, addressing any operational issues in collaboration with contractors, vendors, and City staff.

Closeout

Following project completion, MKN will conduct a final inspection, review all project documentation, and submit a closeout package to the City. This package will include final invoices, reports, and relevant closure documents, and MKN will recommend final acceptance of the project to the City, confirming satisfactory completion of all work.

Final Report

MKN will prepare a comprehensive final report summarizing all project aspects, including:



- Total costs (including bids, change orders, and resolved claims)
- Key project dates (from bid opening to final completion)
- A breakdown of working and non-working days, weather delays, and schedule impacts
- Analysis of major issues, challenges, and accomplishments
- The final acceptance form for the City's records, providing a thorough project closure summary.

Refer to Exhibit B for a detailed breakdown of manhours estimated for this task. The budget for this task was previously reallocated for design modifications due to the AWTF design refinement study, the purpose of this amendment is to request additional funds for the completion of this task per our original scope of work.

Task 209 – Assist with Brine Disposal Coordination

MKN will continue to support the City's efforts to identify suitable locations and determining approval requirements to discharge brine generated from the AWTF. This will include meetings and responses to requests for information from staff at potential receiving facilities. Additional budget is requested for this ongoing effort.

Task 210 – AWTF Contractor Prequalification

MKN is performing a new Contractor Prequalification effort (due to the time that has passed since the original prequalification in 2021). MKN has utilized the previously prepared prequalification package, updating the documents as needed to reflect the current project. The prequalification package was released in May of 2025 but response to contractors, review of submittals, and recommendations to the City will be included in FY 2025-2026. This scope currently includes:

- Internal quality control review by a principal or senior engineer not currently involved in the project (Completed)
- Coordination with City staff for advertisement (Completed)
- Response to RFIs and development of addenda (up to two are assumed).
- Reviewing and documenting the information received and providing City staff with summary tables to frame discussions, final evaluations, and scoring.
- Development of recommendations for list of prequalified contractors.

Task 211 – AWTF Architectural Renderings (Completed)

ADDITIONAL SERVICES (TASK GROUP 200)

The following services will not be included in Task Group 200 but could be included as additional services:

- Groundwater modeling
- Property research, including easement/purchase negotiation
- Permitting and/or development of CEQA documents



- Bid advertisement, maintenance of plan holders list
- Environmental or cultural monitoring
- Mitigation of contaminated soils
- Utility potholing
- Assessment of existing generator capacity, and/or design of backup generator for recycled water system

TASK GROUP 300 – Stormwater Program Support

MKN will provide engineering services in support of the City's stormwater program. Work under Task Group 300 will be invoiced on an hourly time and materials basis, with the proposed budget total not to exceed without written authorization from the City.

Task 301 – Ventura Countywide Stormwater Permit (R4-2010-0108) Compliance and Coordination

MKN will perform the following services:

- Coordination and submittal of City's data for Annual Report to VCWPD
- Monthly meeting of Ventura Countywide Stormwater Management Committee – Attend meetings as necessary (Committee meets monthly). Prepare short briefing memo following each meeting
- Regular coordination and briefing to City staff on Program issues
- Review existing City's Stormwater Program Best Management Practices, and inspection programs, and provide recommendations on current efforts to remain in compliance with Permit
- Coordinate any mandatory training(s)
- Prepare presentation(s) (and present if requested) to City Council
- As-needed consulting assistance regarding the Stormwater Program's compliance with Federal and State requirements
- Provide a quarterly briefing on current state of affairs at the regional, state and national level

Task 302 – Ventura Countywide Stormwater Permit WMP Coordination

MKN will perform the following services:

- Review and provide analysis of Orders, Fact Sheets, Monitoring Programs, and correspondence issued by the RWQCB-LA
- Coordinate efforts with Ventura Countywide Stormwater Program (and attend necessary meetings) on behalf of the City to implement the WMP and the requirements of the 2021 Regional MS4 Permit.
- Review and provide summary memo on implications to City of WMP adoption. Draft City comment letter if requested.

Task 303 – TMDL Compliance

MKN will perform the following services:

- Review applicable City TMDLs, and TMDL Implementation Plans. Prepare memo(s) with summary of issues of TMDL implications to City.
- SWRCB Trash TMDL. Review current compliance and implement efforts (including identified catch basins identified for installation of full capture devices) and provide recommendations.

Task 304 – Response to Other State Water Resources Control Board and/or Regional Board Inquiries

If requested, review and provide analysis of SWRCB and/or RWQCB correspondence, inquiries, and initiatives received by the City.

TASK GROUP 400 – Drinking Water Program Support

MKN will provide engineering services in support of the City's drinking water program. Work under Task Group 400 will be invoiced on an hourly time and materials basis, with the proposed budget total not to exceed without written authorization from the City.

Task 401 – Division of Drinking Water/ Department of Water Resources Compliance

Subtask 401A – 2025 Urban Water Management Plan Update

Data Collection and Review: A kickoff meeting will be held with City staff to discuss the project approach, review changes since 2020, discuss communications protocols and public outreach, and review the proposed schedule. At this meeting, any new DWR documents that have been released will be discussed. MKN will also provide City with a preliminary data needs list to assist staff with gathering pertinent records. A list of agencies to be notified will be prepared and draft contact letters will be provided for District staff after the meeting.

UWMP Update: Each chapter of the City's 2020 UWMP will be updated and formatted for the 2025 update (based on the 2025 UWMP Guidebook). Changes to the UWMP will consist of reorganization of chapters, updates to the more general chapters (e.g., system description, plan preparation, etc.) and changes to the more specific chapters (e.g., supplies, demands, baselines, reliability, etc.) to meet current guidelines. It is assumed guidelines will be consistent with 2020 requirements. If guidelines change and require more effort than budgeted herein, MKN will notify the City to discuss budget augmentation or receive direction. All data will be input into the DWR-furnished UWMP and SBX7-7 tables.

Based on the 2020 UWMP and updated information provided by City, MKN will prepare an administrative draft of the 2025 UWMP for review and comment by City staff. MKN will attend an administrative draft review meeting with City staff prior to the scheduled board meeting identified below.

Public Review and Final UWMP: Comments from review of the administrative draft will be incorporated in a Public Review Draft for release during a public hearing (or Council meeting as

described below). MKN will attend the public hearing and assist City in addressing any comments received. The UWMP will be finalized, uploaded to Department of Water Resources' WUEdata web portal, and made available as required under the Code. It is assumed MKN will provide a camera-ready draft and pdfs to City and/or a copy center for production of bound copies.

Meetings: MKN will coordinate and attend a meeting with City staff to initiate this work. MKN will prepare and provide a draft agenda at least one (1) business day before the meeting. Topics covered will include scope of work, a preliminary list of data needs, project schedule, project deliverables and review.

MKN will attend one (1) review meeting after the District has completed their review of the administrative draft UWMP.

MKN will plan and attend meetings with neighboring and partnering agencies as required for UWMP development. MKN will work with City staff to identify the appropriate agencies. Twenty-four (24) hours have been budgeted for agency coordination meetings.

MKN will attend one (1) Council meeting to present the public draft UWMP. MKN will attend a second Council meeting for adoption of the 2020 UWMP update and be available to respond to any questions.

Subtask 401B – Water Loss Audit

Each year, MKN will perform a water loss audit for the City using the American Water Works Association (AWWA) Excel-based water audit software. MKN will provide required submittals to the California Department of Water Resources each year.

The following information will be required from the City to prepare the audit:

1. Supply from own sources consisting of monthly potable water production (should not include raw water sources) as documented by supply meters or other means
2. Supply imported/exported per connection on a monthly basis (if applicable)
3. Supply meter accuracy and calibration testing (if conducted)
4. Customer consumption records consisting of monthly consumption by user types
5. The following information is also recommended if available:
 - Customer meter accuracy and calibration testing (if conducted) Customer meter inaccuracy derivation
 - Average operating pressure derivation
 - Customer retail unit cost derivation
 - Variable production cost derivation

MKN will prepare a draft version of the spreadsheet for City review and will then prepare a final spreadsheet and submit to DWR.

Deliverables:

- Draft AWWA Excel-based water loss spreadsheet



- Final AWWA Excel-based water loss spreadsheet

Subtask 401C – Water Loss Audit Validation

MKN will assign a certified water loss audit validator to review the Water Loss Audit and complete and submit the validation report to. Work efforts are described below.

Preliminary Water Audit Documentation Review: To complete a Level 1 Water Loss Audit Validation, the certified validator will review the information used to develop the Audit.

MKN will review/compare the preliminary AWWA water loss audit (calendar year 2018) to the supporting information described above. Data inputs and data validity grades (DVG) in the AWWA water loss audit software will be reviewed and documented for consistency with the required supporting and supplemental information. The following performance indicators (included in the AWWA spreadsheet once an audit is completed) will be reviewed and compared to the AWWA Manual M36 guidelines:

- Non-Revenue Water as a percent by cost of operating the system
- Real losses (service connection/day, length of main/day, service connection/day/PSI)
- Infrastructure Leakage index

A listing of the data received and copies of the supporting and supplemental information provided will be included in a summary memorandum.

Water Loss Audit Interview: Based on the information provided/reviewed in Task 1, MKN will develop a draft of the Level 1 Validation Summary Notes (based on available information provided), which will be discussed during the water loss audit validation interview. The certified MKN validator will schedule a time with City and MKN staff involved in preparing the water loss audit either via onsite meeting or teleconference. Following the meeting there may be additional information and/or clarification requested to complete the water loss audit validation. MKN will identify any additional requirements and assumes that the City will be able to provide comments within two weeks following the interview.

Preparation of Validated Water Loss Audit and Report: Following the water loss audit interview, MKN will prepare the final validation documentation and provide it to the City to submit to DWR. Reports are required to be submitted on or before October 1 annually, using DWR's WUEdata portal located at: <https://wuedata.water.ca.gov/secure>. MKN will prepare a summary memorandum documenting the supporting and supplemental information provided, results of the water loss audit interview, and required submittal items for DWR.

Deliverables:

- 2018 Water Loss Audit Summary Memorandum
- Level 1 Validation Summary Notes (submitted to purveyor)
- Validated AWWA Water Loss Audit (submitted to DWR)
- Certified Validation Report (submitted to DWR)

Subtask 401D – Water Conservation

MKN will assist the City with compliance with California Water Conservation Act (SB7x-7; Water Code 10608, 10631, and 10800) regarding urban water use targets. MKN will also provide assistance with preparation of the City's 20x2020 analysis.

A budget of 8 hours per month is requested for a total of 96 hours per year.

Subtask 401E – Drinking Water Program Reporting and Division of Drinking Water (DDW) Compliance

MKN will perform the following tasks:

- Assistance with preparation of monthly, quarterly, and annual reports including, but not limited to Consumer Confidence, Annual Operations, Production, Coliform, and Iron and Manganese Reports.
- Review current Standard Operations Procedures and provide recommendations.

A budget of 8 hours per month is requested for a total of 96 hours per year.

Subtask 401F – Meetings and Coordination with City staff

MKN will perform the following tasks:

- Regular coordination and briefing to City staff on Program issues.
- Coordinate any mandatory training(s).
- Prepare presentations (and present if requested) to City Council.
- As-needed consulting assistance regarding the Water Program's compliance with Federal and State requirements.

A budget of 4 hours per month is requested for a total of 48 hours per year.

Task 402 – Other State Water Resources Control Board and/or California Department of Water Resources Inquiries

If requested, review and provide analysis of SWRCB and/or DWR correspondence, inquiries and initiatives received by the City.

A budget of 2 hours per month is requested for a total of 24 hours per year.

TASK GROUP 500 – Integrated Regional Water Management Program

MKN will research, attend meetings, coordinate and provide recommendations for opportunities for the City to participate in the Watersheds Coalition of Ventura County and the State of California's Integrated Regional Water Management Plan program to assist the City's stormwater, water and water conservation programs.

A budget of 4 hours per month is requested for a total of 48 hours per year. Work under Task Group 500 will be invoiced on an hourly time and materials basis, with the proposed budget total not to exceed without written authorization from the City.



Assumptions

MKN shall be entitled to rely reasonably upon the accuracy of data and information provided by or through the City and will use good professional judgment in reviewing and evaluating such information. If MKN identifies any error or inaccuracy in data or information provided by or through City, or determines that additional data or information is needed to perform the services, MKN shall promptly notify the client.

MKN will provide data requests to City as needs arise.

Estimated Fee

Table 1 summarizes the budget for our fee for all tasks identified above. Tasks 105 and 106 and Task Group 200 are multi-year Capital Improvement Projects for the City. At the end of each fiscal year, amounts remaining in these budgets are expected to roll into the subsequent year if work extends across fiscal years. Task Group 200 will also have budget remaining from FY 24/25 that will be utilized in FY 25/26 as shown in the table below. The amount shown is a projection but will be finalized after our fees are invoiced through June 30, 2025.

It is assumed the fee schedule will be adjusted by 3% per year on July 1st for each fiscal year. Work will be invoiced on an hourly time and materials basis, with the proposed budget total not to exceed without written authorization from the City.

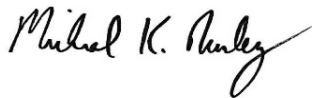
Task Group	Budget Remaining to be Rolled Over from 2024/25 (as of 5/1/2025)*	2025/26	2026/27	2027/28
100 – WRF Operations Support	--	\$669,148	\$408,645	\$391,092
200 – AWTF Design and Construction Management	\$597,745	\$917,901	\$1,333,562	\$311,823
300 – Stormwater Program Support	--	\$110,814	\$107,883	\$112,198
400 – Drinking Water Program Support	--	\$154,516	\$91,849	\$155,662
500 – Integrated Regional Water Management Plan	--	\$5,090	\$5,442	\$5,653
<i>Subtotal Tasks 100, 300, 400, 500</i>	--	<i>\$939,568</i>	<i>\$613,819</i>	<i>\$664,605</i>
<i>Subtotal Task 200 (2025/26 includes Rollover + Amendment)</i>	<i>\$1,515,646</i>		<i>\$1,333,562</i>	<i>\$311,823</i>
Total	\$2,455,214		\$1,947,381	\$976,428

*The budget remaining will be adjusted after invoicing through the end of June, 2025.

A detailed estimate of hours and estimated other direct costs (ODCs) is provided on the attached tables.

We hope this proposal meets your expectations and look forward to continuing our work with you and the City.

Sincerely,



Michael K. Nunley, PE
Program Director

Enclosures:

- Detailed Budget with Manhour Breakdown





City of Santa Paula

WRF Operation, Recycled Water, Stormwater, and Drinking Water Support FY 25/26

	Project Director	Construction Project Manager	Principal Engineer	Senior Engineer II	Project Engineer I	Assistant Engineer II	Resident Engineer	Construction Inspector	Scheduler	Senior Designer	Administrative Assistant	Total Hours (MKN)	Labor (MKN)	ODCs (MKN)	Materials Testing	Supplemental Inspection	MSO	Buehler	Trussell	Non-Labor Costs	Total Fee
Hourly Rates	312	256	289	251	203	184	215	200	185	185	113										
Task Group 100: WRF Operations Support																					
Task 101 - Review Recommendations and Proposed Repair, Replacement, and Capital Expenditures			48	45		8						101	\$ 26,639	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,639
Task 102 - Review Budgets, Expenditures, and Payment Requests			120									120	\$ 34,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,680
Task 103 - Meetings, Site Visits, and Conference Calls	30		60	45								135	\$ 37,995	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ 43,995
Task 104 - Project Management and Reporting	48		48									96	\$ 28,848	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,848
Task 105 - Engineering and Procurement												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105A -Blower Replacement Program	7		11	32	46	60				56		212	\$ 44,133	\$ -	\$ -	\$ -	\$ 8,800	\$ 2,200	\$ -	\$ 11,000	\$ 55,133
105B - Influent Pump Station Replacement	51		54	128	119	234				156	6	748	\$ 160,397	\$ 2,000	\$ -	\$ -	\$ 33,000	\$ 22,000	\$ -	\$ 57,000	\$ 217,397
105C - Screw Press Redundancy Project	48		48	94	86	176				128	6	586	\$ 126,642	\$ 2,000	\$ -	\$ -	\$ 26,950	\$ 19,250	\$ -	\$ 48,200	\$ 174,842
105D - Grit Clasifier Replacement												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105E - UV Disinfection Rehabilitation	2		4	16		20					2	44	\$ 9,702	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,702
105F - SCADA Computer Upgrades												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105G - Coating Repairs Project												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105H - Building Repairs and Improvements												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 106 - Construction or Installation Phase Support for Capital Improvements												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106A - Blower Replacement Program	6		16	40	40	80				8		190	\$ 40,856	\$ -	\$ -	\$ -	\$ 2,200	\$ -	\$ -	\$ 2,200	\$ 43,056
106B - Influent Pump Station Replacement												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106C - Screw Press Redundancy Project												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106D - Grit Clasifier Replacement												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106E - UV Disinfection Rehabilitation				16		8						24	\$ 5,488	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,488
106F - SCADA Computer Upgrades												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106G - Coating Repairs Project												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 107 - Pretreatment Program Update and Chloride Source Control Management	8			80		32					8	128	\$ 29,368	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,368
Subtotal	200	0	409	496	291	618	0	0	0	348	22	2256	\$ 544,748	\$ 10,000	\$ -	\$ -	\$ 70,950	\$ 43,450	\$ -	\$ 124,400	\$ 669,148
Task Group 200: WRF Advanced Treatment System Planning, Design, and Construction Phase Services																					
Task 201 - Project Management, Meetings, and Quality Control	40		40								16	96	\$ 25,848	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,848
Task 202 - Regulatory Support and Coordination	24		24									48	\$ 14,424	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,424
Task 203 - Consultant Procurement and Technical Support												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 204 - Preliminary Engineering Report												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 205 - Contract Documents	16	0	0	32	16	16	0	0	0	20	4	104	\$ 23,368	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,368
Task 206 - Assist with Grant and Loan Application	24	0	24	24	0	40	0	0	0	0	0	112	\$ 27,808	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,808
Task 207 - Bid Phase Services	20	0	0	48	36	52	0	0	0	24	8	188	\$ 40,508	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,508
Task 208 - Construction Phase Services	36	64	128	164	80	320	616	1036	20	0	0	2464	\$ 524,232	\$ 24,000	\$ 90,000	\$ 37,500	\$ 38,210	\$ 35,640	\$ 16,500	\$ 241,850	\$ 766,082
Task 209 - Assistance with Brine Disposal Coordination	24		24	12	12							72	\$ 19,872	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,872
Task 210 - Contractor Prequalification												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	248	64	240	280	144	428	616	1056	20	44	28	3084	\$ 676,060	\$ 24,000	\$ 90,000	\$ 37,500	\$ 38,210	\$ 35,640	\$ 16,500	\$ 241,850	\$ 917,910
Task Group 300: Stormwater Program Support																					
Task 301 - Ventura Countywide Stormwater Permit Compliance	2				130	208						340	\$ 65,286	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,286
Task 302 - Ventura Countywide Stormwater WMP Coordination					72	12						84	\$ 16,824	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,824
Task 303 - TMDL Compliance					48	76						124	\$ 23,728	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,728
Task 304 - Other State Water Resources Control Board and/or Regional Board Inquiries	2				16	6						24	\$ 4,976	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,976
Subtotal	4	0	0	0	266	302	0	0	0	0	0	572	\$ 110,814	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,814
Task Group 400: Water Program Support																					
Task 401 - DDW/DWR Compliance												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401A - 2025 Urban Water Management Plan Update	12		66		86	144					6	314	\$ 67,450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,450
401B - Annual Water Supply and Demand Assessment	2				12	16					4	34	\$ 6,456	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,456
401C - Water Loss Audit	1				8	12					2	23	\$ 4,370	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,370
401D - Water Loss Audit Validation	1				10	12					2	25	\$ 4,776	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,776
401E - Drinking Water Program Reporting and DDW Compliance	2		22		24	44					4	96	\$ 20,402	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,402
401F - Meetings and Coordination with City Staff	2		20		22						4	48	\$ 11,322	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,322
401G - Risk and Resiliency Plan Update	1		34			44					8	87	\$ 19,138	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200	\$ 19,338
401H - Emergency Response Plan Update												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 402 - Other SWRCB/DWR Inquiries	2		22		24	44					4	96	\$ 20,402	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,402
Subtotal	23	0	164	0	186	316	0	0	0	0	34	723	\$ 154,316	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200	\$ 154,516
Task Group 500: Integrated Regional Water Management Plan Support																					
Task 501 - Engineering Support	2				22							24	\$ 5,090	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,090
Subtotal	2	0	0	0	22	0	0	0	0	0	0	24	\$ 5,090	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,090
TOTAL BUDGET	477	64	813	776	909	1664	616	1056	20	392	84	6659	\$ 1,491,028	\$ 34,200	\$ 90,000	\$ 37,500	\$ 109,160	\$ 79,090	\$ 16,500	\$ 366,450	\$ 1,857,478



City of Santa Paula

WRF Operation, Recycled Water, Stormwater, and Drinking Water Support FY 26/27

	Project Director	Construction Project Manager	Principal Engineer	Senior Engineer II	Project Engineer I	Assistant Engineer II	Resident Engineer	Construction Inspector	Scheduler	Senior Designer	Administrative Assistant	Total Hours (MKN)	Labor (MKN)	ODCs (MKN)	MSO	Buehler	Materials Testing	Specialty Inspection	Trussell	Total Fee
Hourly Rates	324	266	301	261	211	191	224	208	192	192	118									
Task Group 100: WRF Operations Support																				
Task 101 - Review Recommendations and Proposed Repair, Replacement, and Capital Expenditures			48	45		8						101	\$ 27,705	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,705
Task 102 - Review Budgets, Expenditures, and Payment Requests			126									126	\$ 37,871	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,871
Task 103 - Meetings, Site Visits, and Conference Calls	20		60	45								125	\$ 36,270	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,270
Task 104 - Project Management and Reporting	48		48									96	\$ 30,002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,002
Task 105 - Engineering and Procurement												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105A -Blower Replacement Program	7		11	32	46	60				56		212	\$ 45,898	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,898
105B - Influent Pump Station Replacement												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105C - Screw Press Redundancy Project												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105D - Grit Clasifier Replacement	8		14	36	4	58				36	2	158	\$ 35,306	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,306
105E - UV Disinfection Rehabilitation												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105F - SCADA Computer Upgrades	8		4	20		20					6	58	\$ 13,551	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,551
105G - Coating Repairs Project												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105H - Building Repairs and Improvements												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 106 - Construction or Installation Phase Support for Capital Improvements												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106A - Blower Replacement Program	6		16	40	40	40				8		150	\$ 34,836	\$ -	\$ 2,200	\$ -	\$ -	\$ -	\$ -	\$ 37,036
106B - Influent Pump Station Replacement	6		22	58	84	48				32		250	\$ 56,776	\$ 2,000	\$ 11,000	\$ 6,050	\$ -	\$ -	\$ -	\$ 75,826
106C - Screw Press Redundancy Project	6		22	42	48	28				32		178	\$ 41,172	\$ 2,000	\$ 9,350	\$ 4,950	\$ -	\$ -	\$ -	\$ 57,472
106D - Grit Clasifier Replacement												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106E - UV Disinfection Rehabilitation				16		8						24	\$ 5,708	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,708
106F - SCADA Computer Upgrades												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106G - Coating Repairs Project												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 107 - Pretreatment Program Update and Chloride Source Control Management												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	109	0	371	334	222	270	0	0	0	164	8	1478	\$ 365,093	\$ 10,000	\$ 22,550	\$ 11,000	\$ -	\$ -	\$ -	\$ 408,645
Task Group 200: WRF Advanced Treatment System Planning, Design, and Construction Phase Services																				
Task 201 - Project Management, Meetings, and Quality Control	40		40									80	\$ 25,002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,002
Task 202 - Regulatory Support and Coordination	24		24									48	\$ 15,001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,001
Task 203 - Consultant Procurement and Technical Support												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 204 - Preliminary Engineering Report												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 205 - Contract Documents												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 206 - Assist with Grant and Loan Application	24		24									48	\$ 15,001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,001
Task 207 - Bid Phase Services												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 208 - Construction Phase Services	24	96	56	92	56	200	1440	2832	48	80		4924	\$ 1,059,956	\$ 26,000	\$ 18,740	\$ 20,196	\$ 90,000	\$ 37,500	\$ 5,500	\$ 1,257,891
Task 209 - Assistance with Brine Disposal Coordination	24		24	12	12							72	\$ 20,667	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,667
Task 210 - Contractor Prequalification												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	232	96	168	104	68	200	1440	2880	48	80	0	5172	\$ 1,135,626	\$ 26,000	\$ 18,740	\$ 20,196	\$ 90,000	\$ 37,500	\$ 5,500	\$ 1,333,562
Task Group 300: Stormwater Program Support																				
Task 301 - Ventura Countywide Stormwater Permit Compliance	2				130	208						340	\$ 67,897	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,897
Task 302 - Ventura Countywide Stormwater WMP and CIMP Development					48							48	\$ 10,134	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,134
Task 303 - TMDL Compliance					48	76						124	\$ 24,677	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,677
Task 304 - Other State Water Resources Control Board and/or Regional Board Inquiries	2				16	6						24	\$ 5,175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,175
Subtotal	4	0	0	0	242	290	0	0	0	0	0	536	\$ 107,883	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 107,883
Task Group 400: Water Program Support																				
Task 401 - DDW/DWR Compliance												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401A - 2025 Urban Water Management Plan Update												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401B - Annual Water Supply and Demand Assessment	2				12	16				4		34	\$ 6,714	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,714
401C - Water Loss Audit	1				8	12				2		23	\$ 4,545	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,545
401D - Water Loss Audit Validation	1				10	12				2		25	\$ 4,967	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,967
401E - Drinking Water Program Reporting and DDW Compliance	2		22		24	44				4		96	\$ 21,218	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,218
401F - Meetings and Coordination with City Staff	2		20		22					4		48	\$ 11,775	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,775
401G- Risk and Resiliency Plan Update												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401H - Emergency Response Plan Update	2		36			46				8		92	\$ 21,212	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,412
Task 402 - Other SWRCB/DWR Inquiries	2		22		24	44				4		96	\$ 21,218	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,218
Subtotal	12	0	100	0	100	174	0	0	0	0	28	414	\$ 91,649	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 91,849
Task Group 500: Integrated Regional Water Management Plan Support																				
Task 501 - Engineering Support	2				22							24	\$ 5,294	\$ 148	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,442
Subtotal	2	0	0	0	22	0	0	0	0	0	0	24	\$ 5,294	\$ 148	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,442
TOTAL BUDGET	359	96	639	438	654	934	1440	2880	48	244	36	7624	\$ 1,705,545	\$ 36,348	\$ 41,290	\$ 31,196	\$ 90,000	\$ 37,500	\$ 5,500	\$ 1,947,381



City of Santa Paula

WRF Operation, Recycled Water, Stormwater, and Drinking Water Support FY 27/28

	Project Director	Construction Project Manager	Principal Engineer	Senior Engineer II	Project Engineer I	Assistant Engineer II	Resident Engineer	Construction Inspector	Scheduler	Senior Designer	Administrative Assistant	Total Hours (MKN)	Labor (MKN)	ODCs (MKN)	MSO	Buehler	Trussell	Non-Labor Costs	Total Fee
Hourly Rates	337	256	313	271	220	199	233	216	200	200	122								
Task Group 100: WRF Operations Support																			
Task 101 - Review Recommendations and Proposed Repair, Replacement, and Capital Expenditures			48	45		8						101	\$ 28,813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,813
Task 102 - Review Budgets, Expenditures, and Payment Requests			134									134	\$ 41,886	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,886
Task 103 - Meetings, Site Visits, and Conference Calls	20		60	45								125	\$ 37,721	\$ 6,000	\$ -	\$ -	\$ -	\$ 6,000	\$ 43,721
Task 104 - Project Management and Reporting	48		48									96	\$ 31,202	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,202
Task 105 - Engineering and Procurement												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105A -Blower Replacement Program	7		11	32	46	60				50		206	\$ 46,534	\$ -	\$ 8,800	\$ 2,200	\$ -	\$ 11,000	\$ 57,534
105B - Influent Pump Station Replacement												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105C - Screw Press Redundancy Project												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105D - Grit Clasifier Replacement												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105E - UV Disinfection Rehabilitation												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105F - SCADA Computer Upgrades												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105G - Coating Repairs Project	38		30	48	76	116				124	6	438	\$ 100,550	\$ -	\$ -	\$ 5,500	\$ -	\$ 5,500	\$ 106,050
105H - Building Repairs and Improvements	4		8	20		20					6	58	\$ 13,994	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,994
Task 106 - Construction or Installation Phase Support for Capital Improvements												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106A - Blower Replacement Program	6		16	40	40	40				8		150	\$ 36,229	\$ -	\$ 2,200	\$ -	\$ -	\$ 2,200	\$ 38,429
106B - Influent Pump Station Replacement												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106C - Screw Press Redundancy Project												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106D - Grit Clasifier Replacement												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106E - UV Disinfection Rehabilitation												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106F - SCADA Computer Upgrades												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106G - Coating Repairs Project	4		8	40	20	40				12		124	\$ 29,463	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,463
Task 107 - Pretreatment Program Update and Chloride Source Control Management												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	127	0	363	270	182	284	0	0	0	194	12	1432	\$ 366,391	\$ 6,000	\$ 11,000	\$ 7,700	\$ -	\$ 24,700	\$ 391,092
Task Group 200: WRF Advanced Treatment System Planning, Design, and Construction Phase Services																			
Task 201 - Project Management, Meetings, and Quality Control	24		24			8						48	\$ 15,601	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,601
Task 202 - Regulatory Support and Coordination	18		18	24		8						68	\$ 19,808	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,808
Task 203 - Consultant Procurement and Technical Support												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 204 - Preliminary Engineering Report												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 205 - Contract Documents												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 206 - Assist with Grant and Loan Application	12		12	8								32	\$ 9,972	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,972
Task 207 - Bid Phase Services												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 208 - Construction Phase Services	16	20	24	80	24	40	160	276	12	0	0	652	\$ 152,282	\$ 1,000	\$ 3,000	\$ 1,188	\$ 99,000	\$ 104,188	\$ 256,470
Task 209 - Assistance with Brine Disposal Coordination	12		12	8								32	\$ 9,972	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,972
Task 210 - Contractor Prequalification												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	102	20	90	120	24	48	160	288	12	0	0	832	\$ 207,637	\$ 208,376	\$ 3,000	\$ 1,188	\$ 99,000	\$ 104,188	\$ 311,823
Task Group 300: Stormwater Program Support																			
Task 301 - Ventura Countywide Stormwater Permit Compliance	2				130	208						340	\$ 70,613	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,613
Task 302 - Ventura Countywide Stormwater WMP and CIMP Development					48							48	\$ 10,539	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,539
Task 303 - TMDL Compliance					48	76						124	\$ 25,664	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,664
Task 304 - Other State Water Resources Control Board and/or Regional Board Inquiries	2				16	6						24	\$ 5,382	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,382
Subtotal	4	0	0	0	242	290	0	0	0	0	0	536	\$ 112,199	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 112,198
Task Group 400: Water Program Support																			
Task 401 - DDW/DWR Compliance												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401A - 2025 Urban Water Management Plan Update												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401B - Annual Water Supply and Demand Assessment	2				12	16					4	34	\$ 6,983	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,983
401C - Water Loss Audit	1				8	12					2	23	\$ 4,727	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,727
401D - Water Loss Audit Validation	1				10	12					2	25	\$ 5,166	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,166
401E - Development of Standard Operation Procedures for Water System	2		22		24	44					4	96	\$ 22,067	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,067
401F - Asset Management Software Support	2		8		24	34					4	72	\$ 15,701	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,701
401G - Water Conservation	2		46		60	80					4	192	\$ 44,638	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,638
401H - Drinking Water Program Reporting and DDW Compliance	2		22		24	44					4	96	\$ 22,067	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,067
401I - Meetings and Coordination with City Staff	2		20		22						4	48	\$ 12,246	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,246
401J - Risk and Resiliency Plan Update												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401K - Emergency Response Plan Update												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 402 - Other SWRCB/DWR Inquiries	2		22		24	44					4	96	\$ 22,067	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,067
Subtotal	16	0	140	0	208	286	0	0	0	0	32	682	\$ 155,660	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 155,662
Task Group 500: Integrated Regional Water Management Plan Support																			
Task 501 - Engineering Support	2				22							24	\$ 5,505	\$ 148	\$ -	\$ -	\$ -	\$ 148	\$ 5,653
Subtotal	2	0	0	0	22	0	0	0	0	0	0	24	\$ 5,505	\$ 148	\$ -	\$ -	\$ -	\$ 148	\$ 5,653
TOTAL BUDGET	251	20	593	390	678	908	160	288	12	194	44	3506	\$ 847,391	\$ 214,524	\$ 14,000	\$ 8,888	\$ 99,000	\$ 129,036	\$ 976,428

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Dale Goodman, Public Works Director

Subject: AMENDMENT TO THREE-YEAR PROFESSIONAL SERVICES
AGREEMENT WITH GSI WATER SOLUTIONS, INC.

Date: June 18, 2025

Agenda Item: 10.C

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to execute Amendment No. 1 to the Three-Year Professional Services Agreement (“PSA”) with GSI Water Solutions, Inc. (“GSI”) to provide groundwater monitoring services on a time and materials basis for the Santa Paula Water Recycling Facility (“SPWRF”) in the amount of:
 1. \$215,148 for FY 2025-2026
 2. \$194,515 for FY 2026-2027
 3. \$200,350 for FY 2027-2028

BACKGROUND:

The Los Angeles Regional Water Quality Control Board (LARWQCB) renewed the Waste Discharge Requirements (WDR) Permit with requirements and effluent limitations on May 20, 2022. LARWQCB also adopted a Cease and Desist Order (CDO) with interim requirements for chloride. In addition, in June 2017, the Regional Board issued a Notice of Applicability (NOA) that authorized the City to produce and deliver recycled water under State’s General Water Reclamation Requirements for Recycled Water Use (Order WQ 2016-0068-DWQ, General Order). These permits and orders direct the City to perform specific monitoring and reporting of groundwater in the vicinity of the SPWRF.

GSI’s staff have worked with the City since 2007. Since 2015, they have provided required groundwater monitoring in compliance with the City’s wastewater permits and have supported the City’s efforts to develop a chloride compliance strategy and negotiate reasonable WDRs with the LARWQCB.

ANALYSIS:

As discussed, GSI will assist the City in addressing regulatory requirements associated with the CDO, its WDRs and Recycled Water Program through the following efforts:

- Monthly measurement of water levels and maintenance of water level transducers currently installed within each of the nine monitoring wells surrounding the three percolation ponds; tabulation and presentation of RWQCB letter dated March 30, 2010.
- Collection of monthly groundwater samples from each of the nine wells in accordance with RWQCB requirements; tabulation of the collection data.
- Collection of annual groundwater samples from each of the nine on-site wells, three wells immediately off-site, and several wells located further away in accordance with LARWQCB requirements; and tabulation of the collection data.
- Collection of samples for “Constituents of Emerging Concern”, which are to be collected every 5 years (next in 2025)
- Preparation and submittal of quarterly groundwater conditions reports to LARWQCB’s staff, the GeoTracker website, City and SPWRF operations staff. These reports will satisfy the LARWQCB’s requirements, which require:

Documentation of compliance with the requirements of the RWQCB letter dated March 20, 2010.

Documentation that 2 feet of free-board exists at the pond levees.

Quarterly calculation and reporting of shallow groundwater flow direction and separation beneath the percolation ponds.

Documentation that daily water levels are collected (with dedicated transducers) during wet weather conditions.

Documentation of daily water levels per paragraph (d) of the RWQCB letter demonstrate “that 5 feet of separation exists at the pond center.”

- In addition to these groundwater monitoring tasks, GSI will:

Assist the City staff or WRF operation staff with annual summary reporting or other reporting as required.

Attend relevant United Water Conservation District’s Groundwater Committee meeting as warranted on behalf of the City.

- GSI will also remain available to assist the City with additional groundwater-related assistance, which may include:

Assistance with as-requested groundwater-related services, including sampling of off-site wells, communication with off-site well owners, and additional reporting tasks in support of discussions as requested by the RWQCB; and

Coordination with the City and LARWQCB staff in the process for pursuing a Basin Plan Amendment (alternative compliance plan) to modify the chloride objective as described in the CDO.

STRATEGIC PLAN:

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

FISCAL IMPACTS:

Fiscal impacts by fiscal year are listed below and additional details are provided in the GSI proposal attached as Exhibit A to the proposed Amendment No. 1 (Attachment A). GSI’s work has been an integral part of the City’s required LARWQCB regulatory work associated with the

WDRs and CDO and as such considered a sole source service provider. Work will be invoiced on an hourly time and materials basis, with the proposed budget total is not to be exceeded each fiscal year in accordance with the below limits without written authorization from the City.

FY 2025-26 = \$215,148

FY 2026-27= \$194,515

FY 2027-28 = \$200,350

Amendment No.1 to the Professional Services Agreement will be funded from account number 610-5-5063-228. There are sufficient funds in the FY 2025-2026 Adopted Budget to cover the FY 2026-27 annual agreement amount. The process of amending the Professional Services Agreement is in accordance with SPMC § 41.17 (Professional Services).

OPTIONS:

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

1. Do not authorize the City Manager to execute a Three-Year Professional Services Agreement with GSI Water Solutions, Inc. at this time, but request Staff to negotiate further with GSI Water Solutions, Inc. and return with a revised proposal. This action will discontinue critically needed consultant services associated with groundwater monitoring services related to the Santa Paula Water Recycling Facility until a new agreement is authorized. This lapse in service provided by GSI Water Solutions, Inc. could have adverse consequences by failing to provide continuing groundwater consulting serviced related to monitoring, sampling, and reporting of groundwater conditions and groundwater-based regulatory compliance at the Santa Paula Water Recycling Facility.

ATTACHMENTS:

[Attachment A - Amendment 1 to GSI 3YR PSA](#)

EXHIBIT A

**Amendment No. 1 to Three-Year Professional Services
Agreement With GSI Water Solutions, Inc.**

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES
AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA AND
GSI WATER SOLUTIONS, INC.**

This Amendment No. 1 is entered into as of July 1, 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 GSI Water Solutions, Inc., a California Corporation with its principal place of business at 418 Chapala Street, Suite H, Santa Barbara, CA 93101 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

SECTION 1: Recitals. This Amendment No. 1 is made with reference to the following facts and objectives:

- A. On or about August 17, 2022, the City and Consultant entered into a three-year Professional Services Agreement ("Agreement") for groundwater monitoring services for the City's Water Recycling Facility.
- B. The Agreement is set to expire on June 30, 2025.
- C. City and Consultant desire to amend the Agreement to extend the term for an additional three years, increase Consultants' compensation, and amend the scope of services to respond to California Regional Water Quality Control Board (RWQCB) requirements for FY 2025-2028.

SECTION 2: Amendment. In consideration of the foregoing and pursuant to Section 3.1.2 of the Agreement, the Agreement is amended as follows:

- A. Section 3.1.2, entitled "Term," is amended to read as follows:

"3.1.2. Term. The term of this Agreement shall be from August 17, 2022 to June 30, 2028, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services."
- B. Exhibit A attached to this Amendment No. 1 replaces Exhibit A (Scope of Services) to the Agreement. Exhibit A to this Amendment No. 1 describes the scope of services and compensation for FY 2025-2028.
- C. Consultant agrees that compensation for FY 2025-2028 is contingent upon sufficient funding within the adopted fiscal year budget.

SECTION 3: Counterparts. This Amendment No. 1 may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.

SECTION 4: Limited Amendment. Except as modified by this Amendment No. 1, all other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between this Amendment No. 1 and the Agreement, the provisions of this Amendment No. 1 shall control. Whenever the term "Agreement" is used the Agreement, it shall mean the Agreement as amendment by Amendment No. 1.

N WITNESS WHEREOF the parties hereto have executed this Amendment No. 1 on the day and year first hereinabove written.

CITY OF SANTA PAULA

GSI WATER SOLUTIONS, INC.

Approved By:

Dan Singer
City Manager

By: _____

Its: _____

Printed Name: _____

Approved as to Form:

Monica Castillo
City Attorney

By: _____

Its: _____

Printed Name: _____

Attested By:

Judy Latshaw
City Clerk

FED TAX ID: _____

EXHIBIT A

Scope of Services and Compensation

[attached behind]



June 4, 2025

Dale Goodman, Director of Public Works
City of Santa Paula, Public Works Department
866 E. Main Street
Santa Paula, California 93060

Proposal for Groundwater Monitoring Services Related to the Santa Paula Water Recycling Facility

GSI Water Solutions, Inc. (GSI) is pleased to provide this proposal for the continuation of groundwater consulting services related to monitoring, sampling, reporting of the groundwater conditions and groundwater-based regulatory compliance at Santa Paula's Water Recycling Facility (SPWRF). This work will be conducted in accordance with the California Regional Water Quality Control Board (RWQCB) Waste Discharge Requirements (WDR) Order No. R4-2018-0022 and Cease and Desist Order (CDO) No. R4-2018-0023 (CI-9259) on a monthly and quarterly basis.

Thorough and accurate monthly monitoring and quarterly reporting are central to satisfying the terms of the WDR and CDO. GSI staff offer the continuity of expertise and personnel to make this happen: the key GSI personnel include Tim Nicely, who has performed groundwater monitoring and compliance support on behalf of the City of Santa Paula for the past 18 years.

This proposal focuses on the scope of work required to continue monthly monitoring and quarterly reporting that is responsive to the RWQCB requirements for three one-year periods between July 2025 and June 2028.

We value our partnership with the City and appreciate this opportunity to continue to provide support to the City. Please contact us if you have any questions regarding our proposal.

Sincerely,
GSI Water Solutions, Inc.

A handwritten signature in black ink, appearing to read "Timothy A. Nicely".

Timothy A. Nicely, PG, CHG
Supervising Hydrogeologist

Introduction

GSI Water Solutions (GSI) is pleased to present this proposal for groundwater monitoring and reporting services prepared in coordination with City staff as required by RWQCB requirements.

Scope of Work

Groundwater Compliance Monitoring and Reporting Services

The groundwater services we are proposing continue the monitoring we have performed for the City of Santa Paula (City) since before the installation of the Water Recycling Facility (WRF) to satisfy the RWQCB's groundwater monitoring requirements. These proposed services are based on our understanding of the current permitting requirements, which were presented in the revised WDRs and Cease and Desist Order (CDO; Order No. R4-2018-022, CI-9259, File No. 06-189, Global ID WDR100000849) adopted on May 20, 2022. This permit includes the following requirements:

- Monthly measurement of water levels and maintenance of water level transducers currently installed within each of the nine monitoring wells surrounding the three percolation ponds; tabulation and presentation of the acquired data; and comparison of the water level data to groundwater separation requirements per a RWQCB letter dated March 30, 2010.
- Collection of monthly groundwater samples from each of the nine wells in accordance with RWQCB requirements; tabulation of the collected data.
- Collection of monthly groundwater samples from each of three off-site wells in accordance with RWQCB requirements; tabulation of the collected data.
- Collection of annual groundwater samples from each of the nine on-site wells, three wells immediately off-site and several wells located further away in accordance with RWQCB requirements; and tabulation of the collected data.
- Collection of samples for "Constituents of Emerging Concern", which are to be collected every 5 years (next in 2025).
- Preparation and submittal of quarterly groundwater conditions reports to RWQCB's staff, the GeoTracker website, City and WRF operations staff. These reports will satisfy the RWQCB's requirements, which require:
 - Documentation of compliance with the requirements of the RWQCB letter dated March 30, 2010,
 - Documentation that 2 feet of free-board exists at the pond levees,
 - Quarterly calculation and reporting of shallow groundwater flow direction and separation beneath the percolation ponds,
 - Documentation that daily water levels are collected (with dedicated transducers) during wet weather conditions,
 - Documentation of daily water levels per paragraph (d) of the RWQCB letter to demonstrate "that 5 feet of separation exists at the pond center."
- In addition to these groundwater monitoring tasks, we will:
 - Assist the City's staff or WRF operations staff with annual summary reporting or other reporting as required; and
 - Attend relevant United Water Conservation District's Groundwater Committee meetings as warranted on behalf of the City.

- We will also remain available to assist the City of Santa Paula with additional groundwater-related assistance, which may include:
 - Assist with as-requested groundwater related services including sampling of off-site wells, communications with off-site well owners, and additional reporting tasks in support of discussions as requested by the RWQCB; and
 - Coordination with the City and RWQCB staff in the process for pursuing a Basin Plan Amendment (alternative compliance plan) to modify the chloride objective as described in the City of Santa Paula's CDO.

GSI staff have worked closely with staff members from the City, RWQCB, WRF plant operators and supporting consultant staff and understand the importance of ensuring continued compliance with the changing RWQCB requirements. To this end, we will continue to submit quarterly reports in a timely manner in a format familiar to and acceptable to the RWQCB.

To date, our staff has satisfied every submittal deadline and reporting requirement with regard to sampling, analysis and reporting of groundwater conditions for the past 18 years without exception. We will continue to provide quarterly reports augmented by water quality data and an interpretation of the acquired data relative to how the discharge is affecting the receiving groundwater in the area. We will support the compilation of the annual report to be completed by the WRF operators.

Monitoring System Maintenance

As of the fourth quarter of 2024 GSI staff have noted that the groundwater monitoring equipment is in need of repair. This equipment was purchased and installed in 2019, some of which has reached the end of its useful life. These devices, which measure water level data as required by RWQCB permits, have stopped working unexpectedly and so should be replaced.

Fee Estimate

Our proposed fee to complete the tasks on a time-and-materials basis are presented below. This fee estimate includes a 10 percent markup on subconsultant work (FGL Environmental in Santa Paula and VanEssen Instruments). Note that we have assumed that our labor rates will increase by 3% for fiscal year 2026-2027 and a further 3% during fiscal year 2027-2028.

	Labor Cost	Outside Services*	Direct Expenses	Total
Groundwater Monitoring Fiscal Year 2025-2026	\$106,445	\$91,059	\$6,656	\$204,160
Monitoring System Maintenance	\$9,680	\$0	\$1,308	\$10,988
Groundwater Monitoring Fiscal Year 2026-2027	\$110,703	\$76,951	\$6,861	\$194,515
Groundwater Monitoring Fiscal Year 2027-2028	\$114,024	\$79,260	\$7,067	\$200,350
Project Totals	\$340,852	\$247,270	\$21,892	\$610,013

*Please note that costs include laboratory analysis costs for FGL Environmental in Santa Paula for the nine on-site monitoring wells, and chloride analysis from several off-site production wells. Samples for constituents of emerging concern will be collected and analyzed during 2025.

Our costs to perform the required monitoring and reporting responsive to the WDR and CDO, and to conduct the required monitoring system maintenance, are estimated to be \$204,160 for fiscal year 2025 - 2026 between July 2025 and June 2026. The cost to replace broken monitoring equipment is estimated to be \$10,998 during fiscal year 2025 - 2026.

For fiscal year 2026-2027 between July 2026 and June 2027, monitoring and reporting is estimated to cost \$194,515.

For fiscal year 2027-2028 between July 2027 and June 2028, monitoring and reporting is estimated to cost \$200,350.

Schedule

We will continue to collect groundwater samples on a monthly basis in coordination with City staff and off-site well owners starting in July of 2025, which will include sampling for and analyzing samples for monthly, annual, and constituents of emerging concern constituents.

We will submit quarterly reports as required by the end of April, July, and October and January of each year in accordance with the RWQCB's MRP and CDO requirements for the contract years between July 2025 and June of 2028 (the final report prepared under this contract will be submitted in April 2028 for the first quarter of 2028).



2025 GSI Fee Schedule

Labor Category	Hourly Rate
Technical Professionals	
Principal	\$275 - \$360
Supervising	\$220 - \$310
Managing	\$175 - \$230
Consulting	\$155 - \$195
Project	\$140 - \$175
Staff	\$125 - \$160
Other Services	
GIS/Graphics/Database	\$130 - \$185
Editor/Documents	\$130 - \$155
Administration	\$95 - \$125

The hourly rate for trial preparation and expert witness testimony is 1.5 times the standard billing rate shown above.

Expenses

- **Mileage:** IRS authorized rate/mile plus 10 percent markup
- **Direct expenses and outside services:** Cost plus 10 percent markup
- **Enterprise GIS:** \$100 per month for the duration of use

**Hourly rates are subject to annual increases on the contract anniversary date.*

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Dale Goodman, Public Works Director

Subject: AMENDMENT TO THREE-YEAR PROFESSIONAL SERVICES
AGREEMENT WITH LARRY WALKER ASSOCIATES

Date: June 18, 2025

Agenda Item: 10.D

RECOMMENDATION:

It is recommended that the City Council:

(1) Authorize the City Manager to execute Amendment No. 1 to the Three-Year Professional Services Agreement (“PSA”) with Larry Walker Associates (“LWA”) (Attachment A) to provide Wastewater Discharge Permit Compliance Services on a time and materials basis for the Santa Paula Water Recycling Facility (“SPWRF”) in the amount of:

1. \$100,000 for FY 2025-2026
2. \$90,000 for FY 2026-2027
3. \$70,000 for FY 2027-2028

BACKGROUND:

The Los Angeles Regional Water Quality Control Board (LARWQCB) renewed the WDR Permit with new requirements and effluent limitations on February 8, 2018. LARWQCB also adopted a Cease and Desist Order (CDO) with interim requirements for chloride. In addition, in June 2017, the Regional Board issued a Notice of Applicability (NOA) that authorized the City to produce and deliver recycled water under State’s General Water Reclamation Requirements for Recycled Water Use (Order WQ 2016-0068-DWQ, General Order).

LWA has worked with the City since 2015 to develop a chloride compliance strategy and negotiate reasonable WDRs with the Los Angeles Regional Water Board. In addition, LWA prepared the NOI for coverage under the Recycled Water General Order and has worked with the City on various aspects of evaluating chloride levels and impacts to groundwater and nearby well owners.

ANALYSIS:

LWA also assisted the City with the renewal of the WDR and extension of the CDO that were adopted by the LARWQCB in May 2022. Revisions were made to the WDR and CDO to reflect the City’s change in direction from the previous approach to recycle the WRF discharge to instead upgrade the WRF to remove chloride. In addition, the newly adopted WDR and

CDO contain more reasonable chloride effluent limits.

LWA will continue assisting the City in addressing regulatory requirements associated with its WDRs and CDO as needed through the following efforts:

- Assist with elements of the Waste Discharge Requirements and Cease and Desist Order.
- Provide additional regulatory assistance

STRATEGIC PLAN:

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

FISCAL IMPACTS:

Consultant's proposal is budgeted for each fiscal year for the not-to-exceed amounts as shown below.

FY 2025-26 = \$100,000

FY 2023-24 = \$90,000

FY 2024-25 = \$70,000

The Professional Services Agreement will be funded from account number 610-5-5063-209.

OPTIONS:

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

1. Do not authorize the City Manager to execute the Three-Year Professional Services Agreement with Larry Walker Associates to provide Wastewater Discharge Permit Compliance Services. This will discontinue ongoing permit compliance services provided by LWA and potentially result in the LARWQCB issuing one or more notices of violation (NOV's) to the City inclusive of the levying of fines by the LARWQCB and other agencies having jurisdiction.

ATTACHMENTS:

[Attachment A - Amendment 1 to LWA 3YR PSA](#)

EXHIBIT A

**Amendment No. 1 to Three-Year Professional Services
Agreement with Larry Walker Associates**

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES
AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA AND
LARRY WALKER ASSOCIATES**

This Amendment No. 1 is entered into as of July 1, 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 Larry Walker Associates, Inc., a California Corporation, with its principal place of business at 1480 Drew Avenue, Suite 100, Davis, CA 95618 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

SECTION 1: Recitals. This Amendment No. 1 is made with reference to the following facts and objectives:

- A. On or about August 4, 2022, the City and Consultant entered into a three-year Professional Services Agreement ("Agreement") to assist the City with the Waste Discharge Requirements (WDRs) and Water Recycling Requirements for the Santa Paula Water Reclamation Facility (SPWRF).
- B. The Agreement is set to expire on June 30, 2025.
- C. City and Consultant desire to amend the Agreement to extend the term for an additional three years, increase Consultant's compensation, and amend the scope of services with a greater focus on the City's Pretreatment Program update, chloride source control and other regulatory support.

SECTION 2: Amendment. In consideration of the foregoing and pursuant to Section 3.7.14 of the Agreement, the Agreement is amended as follows:

- A. Section 3.1.2, entitled "Term," is amended to read as follows:

"3.1.2. Term. The term of this Agreement shall be from August 17, 2022 to June 30, 2028, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services."
- B. Exhibit A attached to this Amendment No. 1 replaces Exhibit A (Scope of Services) to the Agreement. Exhibit A to this Amendment No. 1 describes the scope of services and compensation for FY 2025-2028.

SECTION 3: Counterparts. This Amendment No. 1 may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one

instrument executed on the same date.

SECTION 4: Limited Amendment. Except as modified by this Amendment No. 1, all other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between this Amendment No. 1 and the Agreement, the provisions of this Amendment No. 1 shall control. Whenever the term "Agreement" is used the Agreement, it shall mean the Agreement as amendment by Amendment No. 1.

IN WITNESS WHEREOF the parties hereto have executed this Amendment No. 1 on the day and year first hereinabove written.

CITY OF SANTA PAULA

LARRY WALKER ASSOCIATES, INC.

Approved By:

Dan Singer,
City Manager

By: _____

Its: _____

Printed Name: _____

Approved as to Form:

Monica Castillo
City Attorney

By: _____

Its: _____

Printed Name: _____

Attested By:

Judy Latshaw
City Clerk

FED TAX ID: _____

EXHIBIT A

Scope of Services and Compensation

[attached behind]



June 4, 2025

Dale Goodman
Director of Public Works
City of Santa Paula
dgoodman@spcity.org
Submitted via email

Scope of Services for Pretreatment Program Update, and Chloride Source Control and Regulatory Support for 2025-2028

Dear Mr. Goodman,

Larry Walker Associates, Inc. (LWA) would be pleased to continue to assist the City of Santa Paula (City) with updating its Pretreatment Program, implementing Chloride Source Control strategies and providing additional regulatory assistance associated with implementation of Waste Discharge Requirements (WDRs) for the Santa Paula Water Recycling Facility (SPWRF).

The City owns the SPWRF and the sewer collection system that conveys domestic, commercial, and industrial wastewater to the SPWRF. The collection system and SPWRF are contractually operated by the Ventura Regional Sanitation District (VRSD). The SPWRF is currently regulated under Waste Discharge Requirements Order No. R4-2018-0022-A1 (WDR permit), which requires the City to implement a Pretreatment Program. Pursuant to California Code of Regulations (CCR), Title 23, section 2233 and Title 40, Code of Federal Regulations (CFR), Part 403. The City has been implementing an approved industrial wastewater Pretreatment Program since February 2012. The City's Industrial Pretreatment Program is also managed and implemented for the City by VRSD.

In addition, the City has been working since 2015 to reduce influent chloride sources to the SPWRF in order to comply with a final effluent limit for chloride of 110 mg/L. These efforts are in accordance with the requirements of the City's WDR permit and Cease and Desist Order (CDO, Order No. R4-2018-0023-A1).

As such, this scope of services is focused on updating the City's Pretreatment Program by implementing the recommended modifications identified in LWA's Pretreatment Program Review, conducting a Local Limits Study, continuing evaluation of chloride sources and implementing the identified chloride source control strategies and providing additional regulatory support as needed.

Scope of Services

The Pretreatment Program Update and Chloride Source Identification Control Program will be conducted according to the following tasks.

Task 1. Pretreatment Program Update and Modifications

LWA will continue to work with the City and VRSD to update the Sewer Use Ordinance and revise the Administrative Procedures Manual and provide other support to ensure that all elements of the Pretreatment Program meet Federal requirements.

The Sewer Use Ordinance (Title V Chapter 51 of the City's Municipal Code) will be revised to incorporate the improvements identified during the Pretreatment Program Review. In developing the updated ordinance, LWA's approach is to provide the City with as much flexibility as needed to implement the Pretreatment Program. These modifications will also ensure that the City has adequate legal authority to effectively implement its Pretreatment Program as well as ensure compliance with current regulations and the United States Environmental Protection Agency (USEPA) guidelines, which will further improve the overall Pretreatment Program. Under this task, LWA will prepare an updated draft Sewer Use Ordinance and submit it to the City for review. Based on comments received from the City, LWA will prepare a final Sewer Use Ordinance.

LWA will also assist with making final revisions to the City's Pretreatment Program Administrative Procedures Manual. LWA will prepare a draft Pretreatment Program Administrative Manual and submit it to the City for review and comments. Upon receiving comments, LWA will prepare the final Pretreatment Program Administrative Manual.

LWA will provide additional as-needed Pretreatment Program support such as conducting industrial user compliance monitoring and inspections, assisting the City with response and investigation of illicit discharges, reviewing Pretreatment permits and applications, issuing Pretreatment permits, reviewing industrial user reports and monitoring data, and conducting enforcement for non-compliant industrial users, and preparing various compliance reports.

Task 2 Local Limits Study

Under the Pretreatment Program, the City is required to establish Local Discharge Limits for industrial users discharging to the collection system. Local Limits should be reviewed and updated periodically. LWA will conduct the update to the current Local Limits as described below.

Task 2a. Develop Local Limits Sampling Plan

LWA will develop a local limits sampling plan to outline additional monitoring that is needed to collect the data necessary for a local limits update. By conducting a pollutant of concern (POC) screening prior to developing the local limits sampling plan, the amount of additional sampling

that may be needed for the local limits update may be significantly reduced. LWA has used this approach successfully with other municipal agencies to reduce the number of days of additional sampling needed and associated labor, equipment and analytical costs. LWA will prepare and submit a draft local limits sampling plan to the City for review. Based on comments received, LWA will prepare a final local limits sampling plan. All sampling is expected to be conducted by VRSD and/or City staff and all necessary analytical and sampling equipment procurement costs associated with local limits sampling will be borne by the City. If needed, LWA is able to assist with sampling and has included an estimated cost breakdown for all tasks including assistance with local limits sampling.

Task 2b. Update Local Limits

Upon receiving pollutant data from local limits sampling, LWA will develop the allowable headworks loading limits for the appropriate pollutants. Numeric local limits may be established based on one or more of the following criteria: pass-through, discharge limitations, interference with or inhibition of Plant operations, biosolids disposal restrictions, or other applicable limitations. LWA will calculate allowable headworks loadings (AHLs) for each of these criteria and determine the maximum allowable headworks loading (MAHL) for each pollutant of concern. The MAHL will be used as the basis for developing the maximum allowable industrial loading (MAIL), which is the total mass load that can be accepted from all industrial users, and the calculation of the local limits. LWA will work with the City to determine the appropriate methodology for allocating the MAIL amongst the industrial users to develop the final local limits.

LWA will prepare a draft local limits report presenting the proposed local limits and technical justification for their establishment. The draft local limits report will be submitted to the City for review. LWA will meet with City staff to present the draft report and to discuss comments. Based on comments received, LWA will prepare a final local limits report.

Task 3. Review SRWS Program and Develop Program Reimplementation Plan

LWA will review the process used to conduct City's Self-Regenerating Water Softener (SRWS) Buyback Program in 2015 -2019 and work with the City to develop a plan for reimplementation of the program. This will include identifying outreach strategies to publicize the program and incentives to encourage participation along with strategies for enforcing the existing SRWS ban. The plan will be submitted to the City for review and comment. LWA will prepare a final plan based on comments from the City.

Task 4. Chloride Source Evaluation

Based on results from the Source Evaluation, permitted industries (including Saticoy Lemon and Aurora Casting) were identified as potentially significant sources of chloride. In addition, two dialysis clinics were identified as significant chloride sources and permits will be developed for these facilities as described under Task 3. To confirm the findings of the chloride source control study, LWA will work with the City and VRSD to conduct site visits and sampling at these facilities.

In addition, information from the site visits will be used to develop permit requirements for these facilities. In addition, based on results the Source Evaluation, businesses located upstream of Harvard Blvd and S. 12th Street in eastern Santa Paula were also identified as potentially significant sources of chloride. LWA will work with VRSD to support efforts to conduct site inspections, assist with sampling, and conduct a chloride load evaluation for businesses in the eastern side of the City.

Based on the site visits and sampling results, LWA will prepare a chloride source control work plan which will provide information on implementation of permit requirements and other source control strategies identified. Under this task, LWA will also develop best management practices (BMPs) and provide additional recommendations to address the City’s chloride concerns. A draft work plan will be prepared for the City’s review and comment. A final work plan will be prepared based on comments from the City.

Task 5. Additional Regulatory Assistance

LWA will provide additional regulatory assistance as needed including tasks associated with compliance with its WDR and Cease and Desist Order (CDO) requirements, evaluating recycled water opportunities and other issues that may arise associated with implementation of regulatory requirements for the SPWRF.

Task 6. Project Management

LWA will provide on-going project management and coordination, which includes regular communication with City staff regarding the project schedule, budget, and other issues related to the administration of this work effort.

Project Cost Estimate

The work described above will be conducted over the next three fiscal years (i.e., 2025/26, 2026/27, 2027/28) on a time and materials basis for a cost not to exceed \$260,000, according to LWA’s standard billing rates which are attached and which are adjusted annually on July 1.

An estimated breakdown of the costs by task is presented in the table below.

Task	Budget 2025/26	Budget 2026/27	Budget 2027/28
1. Pretreatment Program Updates/Modifications	\$10,000	\$10,000	\$5,000
2. Local Limits Study	\$50,000	\$15,000	\$5,000
3. Chloride Source Evaluation	\$15,000	\$5,000	\$5,000
4. SRWS Buyback Program Reimplementation Plan	\$5,000	\$10,000	\$5,000
5. Additonal Regulatory Assistance	\$15,000	\$45,000	\$45,000
6. Project Management	\$5,000	\$5,000	\$5,000
Total	\$100,000	\$90,000	\$70,000

LWA looks forward to the opportunity to continue working with the City and responding to its needs in an efficient and effective manner. Please feel free to contact me should you have any questions or concerns regarding this scope of services.

Sincerely,



Betsy Elzufon
Associate Engineer



LARRY WALKER ASSOCIATES, INC.

Rate Sheet Effective July 1, 2025 – June 30, 2026

TITLE	HOURLY RATE	REIMBURSABLE COSTS	
Administrative	\$82	Travel	
Contract Manager	\$155	Local Mileage	Current IRS Rate
AR/AP Manager	\$155	Auto Rental	Actual Expense
Graphic Designer	\$142	Room	Actual Expense
Project Engineer/Scientist I-C	\$150	Subsistence and Per Diem Meals ¹⁰	Current GSA Rate
Project Engineer/Scientist I-B	\$176	Breakfast	Current GSA Rate
Project Engineer/Scientist I-A	\$202	Lunch	Current GSA Rate
Project Engineer/Scientist II-B	\$221	Dinner	Current GSA Rate
Project Engineer/Scientist II-A	\$248	Incidentals	Current GSA Rate
Senior I	\$269	Report Reproduction and Copying	
Senior II	\$289	Per Color Copy, In-House	\$0.89
Associate I	\$304	Per Black and White Copy, In-House	\$0.08
Associate II	\$324	Per Binding, In-House	\$1.95
Vice President	\$342	Special Postage and Express Mail	Actual Expense
Executive Vice President	\$357	Third-Party Material Preparation	Actual Expense
Senior Executive	\$368	Other Direct Costs	Actual Expense
President	\$368	Daily Equipment Rental Rates (Daily Rate)	
		Single Parameter Meters & Equipment	\$30.00
		Digital Flow Meter	\$60.00
		Multi-Parameter Field Meters & Sondes	\$100.00
		RTK-GPS, River Surveyor, Tracer Study Equipment	\$250.00
		Multi-Parameter Continuous Remote Sensing	\$40.00
		Field Rig (Field Vehicle and All Equipment)	\$200.00
		Subcontractors	Actual Expense Plus 10% Fee

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: 2025 LABOR DAY PARADE REQUEST FOR FEE WAIVER

Date: June 18, 2025

Agenda Item: 10.E

RECOMMENDATION:

1. Consider a request to waive 50% of the costs for City services for the 2025 Santa Paula Labor Day Parade.

BACKGROUND:

For the past four years, Council has approved in-kind services for the Santa Paula Labor Day Parade to cover the costs associated with street closures and re-openings, as well as law enforcement support. The following figures reflect the dollar amount of in-kind services for the past three years:

- 2024 - \$2,760 (50% of the parade was covered with in-kind services)
- 2023 - \$2,737 (50% of the parade was covered with in-kind services)
- 2022 - \$1,835 (50% of the parade was covered with in-kind services)

The Santa Paula Community Fund, a 501(c)3 non-profit organization who sponsors the annual Labor Day Parade along with the Labor Day Parade Committee, has submitted a request (Exhibit A) for the City to waive service fees for the upcoming Labor Day Parade event this September. The Municipal Code §115.007(D) authorizes the City Council to waive fees for 501(c)(3) non-profit groups.

ANALYSIS:

In May 2025, the Santa Paula Community Fund submitted a request for the City to consider waiving up to 50% of city fees related to the event. In past years, the Labor Day Parade has been a very popular event in town that honors all the residents who work in our community. Additionally, it is known to attract people from all over Southern California to our downtown as it is the only known Labor Day Parade in the region.

Upon receiving the application, staff circulated it to the applicable City departments in order to get estimated costs for City services. Below are the estimated costs for this year's parade:

- \$346 Application/Special Event Permit Fee
- \$245 Encroachment Permit Fee

- \$300 Main Street Banner Fee
- \$2,196 Public Works estimated costs
- \$3,348 Police Services estimated costs

Total estimated costs for City Services: \$6,435

In hopes of City support, The Santa Paula Community Foundation Fund and the Labor Day Parade Committee are kindly requesting the City of Santa Paula sponsor the event by providing in-kind services/sponsorship of the event up to 50% of total costs. It should be noted that the Labor Day Parade Committee have already paid the costs of the application fee (\$346), the encroachment permit fee (\$245), and the main street banner fee (\$300).

Should Council approve the in-kind sponsorship request, the estimated remaining costs for which the Labor Day Parade Committee would be responsible for is approximately \$2,772.00 (excluding application, permit, and banner fees).

STRATEGIC PLAN:

Approval of this item supports City Council's two-year Strategic Plan, Section A. Arts, Culture and Entertainment, with a goal of becoming a regional leader of the arts, culture, and entertainment that accurately represents our history and core values.

FISCAL IMPACTS:

The event organizers are requesting the partnership with the City of Santa Paula to help absorb the costs of City services. The estimated value of the in-kind sponsorship would be between \$2,400-\$3,000.

OPTIONS:

City Council has the following alternate options available:

1. Do not support the 50% fee waiver.
2. Support the event as a sponsor for a specific amount of in-kind services for the 2025 event as opposed to a percentage of costs.
3. Provide alternate direction to staff.

ATTACHMENTS:

[EXHIBIT A - Fee Waiver Request Letter.pdf](#)

[EXHIBITB - Labor Day Parade Application.pdf](#)

EXHIBIT A

LABOR DAY PARADE SPONSORSHIP REQUEST LETTER

2025 SANTA PAULA LABOR DAY PARADE

116 Via Solana

Santa Paula, CA 93060

May 24, 2025

Dear City of Santa Paula and Council Members,

Once again, Santa Paula Labor Day Parade Committee will be sponsoring the only Labor Day Parade in Ventura County. The purpose is to honor all the men and women who work in our community. This is the 20th year of this event. In addition to recognizing the contributions of all workers, we want it to be a celebration for all to enjoy and have an opportunity to join in the fun.

We would like the council to consider waiving partial service fees up to 50% for the 2025 Labor Day Parade.

If you have any questions please give me a call.

Warm regards,

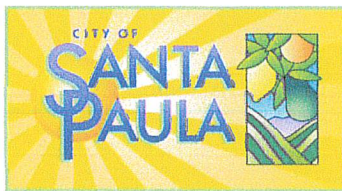
Ron Merson, Chair

805-816-7891

ronmerson@hotmail.com

EXHIBIT B

LABOR DAY PARADE EVENT APPLICATION



SPECIAL EVENT APPLICATION

Please return completed application to the Parks and Recreation Department, 530 West Main Street, Santa Paula, CA 93060 (805) 933-4226

Name of Event: LABOR DAY PARADE
Location: MAIN ST. (7th to MIU) SANTA BARBARA (7th to 10th) 7th to 11th
Date / Days: 9/1/25 Estimated Number of Participants: 2000
Starting time of event: 10:00 AM Set-up time of event: 8:00 AM
Ending time of event: 11:30 AM Take-down time of event: 12:00 PM
Organization / Sponsor: SP COMMUNITY FUND - LABOR DAY PARADE
Contact Person(s): ROX MERTSON
Address: 116 VIA SERRA City: SANTA PAULA State: CA Zip: 93060
Telephone: N/A Cell: 805-816-7891 Email: RODMERTSON@hotmail.com
Event Description, please include event flyer if available:
PARADE w/ FLOATS, CARS, TRACTORS, HORSES
WALKING PEOPLE

Is this event for a non-profit? X Or for-profit? _____

Name or non-profit organization or business: SP COMMUNITY FUND

Please include a copy of your 501(c) determination letter from the IRS for non-profit status.

Number of other events by the organizer 2

Is this an annual or One-time event? ANNUAL

Does this event fall on a holiday? YES

SPECIAL Event APP FEE \$346⁰⁰
Sponsorship FEE 245⁰⁰
706 #174
591⁰⁰

Facilities: Check all that apply

- ☐ Community Center
- ☐ Ebell Park
- ☐ Las Piedras Park
- ☐ Harding Park
- ☐ Veteran's Park
- ☒ Streets
- ☐ Parking Lot
- ☒ Other

GAZEBO

City Services Requested: Check all that apply

- ☒ Police
- ☒ Public Works - NO PARKING SIGNS ON MAIN ST.
- ☐ Fire/First Aid
- ☒ Traffic Control
- ☐ Electricity
- ☐ Portable Restrooms
- ☐ Dumpsters
- ☐ Banners
- ☐ Other

Additional Event Requests: Check all that apply

- ☐ Vendors
- ☐ Food Vendors
- ☐ Alcohol for sale
- ☐ Alcohol no-charge
- ☐ Security Guards
- ☐ Amplified Sound
- ☐ Tents/Pop-Ups
- ☐ Other

9. On-site Presence of Event Organizer. The event coordinator or a designated representative is required to be on-site for the duration of the event for coordination and management purposes.

10. Accessibility. It is the event coordinator's responsibility to comply with all City, County, State and Federal accessibility requirements pertaining to the Americans with Disabilities Act (ADA). Questions? If the Applicant has any questions regarding the requirements of the Special Event Code, or this application, a request for clarification should be made to the Parks and Recreation Department, 805-933-4226, events@spcity.org. However, no clarification made by the City is binding unless incorporated into the terms of the Special Event Permit.

HOLD HARMLESS AGREEMENT

The undersigned (hereinafter the "applicant") understands and agrees to be personally responsible for any damage sustained to the grounds, buildings, fixtures, or equipment, as a result of his/her/its use of City property.

The applicant certifies that he/she/it has read and agrees to the City's Special Event procedures, and acknowledges and understands that additional conditions and fees may be imposed or required at the time of the permit issuance.

The applicant shall hold harmless, defend and indemnify the City of Santa Paula, its elected officials, officers, employees, agents and volunteers from any damages that may arise as a result of the conduct of the special event for which the permit is being sought. The applicant agrees to defend, protect, indemnify and hold the City of Santa Paula, its elected officials, officers, employees, agents and volunteers free and harmless from against any and all claims, damages, expenses, loss or liability of any kind or nature whatsoever arising out of or allegedly arising out of, related to, or resulting from the conduct of the permitted event or activity. The applicant shall, at applicant's own cost, risk and expense, defend any and all claims and all legal actions that may be commenced or filed against the City of Santa Paula, its elected officials, officers, employees, agents and volunteers, and the applicant shall pay any settlement entered into and shall satisfy any judgment that may be rendered against the City of Santa Paula, its elected officials, officers, employees, agents and volunteers resulting from the permitted event or activity.

I hereby submit this Application for a Special Event Permit for the event described in this application.

RON MERSON

Applicant Name

Ron Merson

Applicant Signature

4/23/25

Date

SEC Chairperson

Date

City Manager

Date

____ Approve Event _____ Deny Event

SEC Comments:

Stipulations for issuing permit:

Reason for denial:

STREET CLOSURE EVENT

Please Note: Access for other visitors must not be impeded during event. A Special Event Permit does not grant exclusive use. Special Event Permits may be denied during holidays and peak season.

Any street closures will require a Traffic Control Plan to be submitted and approved by the City Engineer. Additionally, all events that require street closures must provide notification to local residents and businesses in the form of a postcard, mailed within a two block radius of event.

Name of Event: LABOR DAY PARADE Date: 9/1/25

List the names of streets to be closed and include map of closures:

SANTA BARBARA 10th to 7th
7th MAIN to SANTA BARBARA
MAIN 7th to MILL
MILL MAIN to SANTA BARBARA

Include map to identify all aspects of the event with the general location and name of features.

☐ Electrical Generators ☐ Vendors and Booths ☒ Mobile Stage

☒ Sound Systems ☐ Comfort Stations ☐ First Aid Station ☐ Portable Restrooms

☐ Electrical Power Sources ☐ Food Booths ☐ Entertainment ☐ Bounce House

☐ Alcohol to be sold

☐ Alcohol to be distributed ☐ Extra parking ☐ Grey Water

Date of the event: 9/1/25 Estimated number of participants: 2000

Starting time of event: 10:00 AM Set-up time of event: 8:00 AM

Ending time of event: 11:30 AM Take-down time of event: 12:00 PM

If applicable, describe and show location of sound amplification equipment proposed. Show direction of amplification on map. Explicit music is not permitted.

STAGE FLATBED AT DAVIS & MAIN - PA SYSTEM
PA SYSTEM AT GAZEBO

Will the event require City personnel, service or equipment?
If so, there may be an additional fee assessed per SPMC 4.40.070:

NO

Are there any unusual activities associated with this event that should be brought to the attention of the City of Santa Paula to evaluate this application?

NO

SPECIAL EVENT REQUESTS FOR THE CITY
LABOR DAY PARADE September 1, 2025

Insurance (bill LDP Committee)

Procure Insurance Certificate for the Labor Day Parade

Do Not Issue any Vendor Permits

“No Parking /Tow Away” Signs (bill LDP Committee)

Installed on Main Street 7th to 10th.

Barricade Services

Closing Santa Barbara Street, 7th Street, Main Street, and Mill Street.

Traffic Control Services

Close Santa Barbara at 7th and 10th Streets. Close Main Street at 7th and 10th Streets.

Close Main at Davis Street and 8th Street.

Mill Street and Main Street from South Mill. North Mill Street should be open

Gazebo Restrooms (for participants)

Open 8:00 am to Noon

Gazebo

Power turned on for PA System

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Monica Castillo, City Attorney

Subject: INTRODUCTION OF ORDINANCE NO. 1346 AMENDING CHAPTERS 16.13, 16.15, 16.23, 16.25, 16.29, 16.31, 16.33, 16.34, 16.35 AND 16.40 OF THE SANTA PAULA MUNICIPAL CODE IN ORDER TO CORRECT INCONSISTENCIES, OUTDATED LANGUAGE AND FORMATTING AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER SECTION 15061(b)(3) AND 15168(c)(2) OF THE PUBLIC RESOURCES CODE.

Date: June 18, 2025

Agenda Item: 11.A

RECOMMENDATION:

Staff recommends that the City Council:

1. Open the public hearing, receive public testimony, close the public hearing; and
2. Waive the first reading by title only, and introduce Ordinance No. 1346, entitled "An Ordinance amending Chapters 16.13, 16.15, 16.23, 16.25, 16.29, 16.31, 16.33, 16.34, 16.35, and 16.40 of the Santa Paula Municipal Code in order to correct inconsistencies, outdated language and formatting and finding the action to be statutorily exempt from CEQA under Section 15061(b)(3) and 15168(c)(2) of the Public Resources Code".

BACKGROUND:

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

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

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

approved two sizable batches of code updates.

On April 22, 2025, at a duly noticed public hearing, the Planning Commission considered Resolution No. 3866 recommending City Council adoption of an ordinance amending SPMC Chapters 16.13 (Residential Zones), 16.15 (Commercial Zones), 16.23 (Industrial Zones), 16.25 (Specific Plan Zone), 16.29 (Railroad Overlay Zone), 16.31 (Planned Development Overlay Zone), 16.33 (Historic Landmark Overlay Zone), 16.34 (Historical Property Agreements), 16.35 (Housing Opportunities Overlay Zone) and 16.40 (General Property Development Standards)

The Planning Commission adopted the resolution with these exceptions to the proposed amendments:

- With respect to updating SPMC section 16.13.030 of Division 2 (Development Standards for Primary Dwellings) of Chapter 16.13 (Residential Zones), the Planning Commission directed staff to hold a study session first.
- With respect to updating the City's Inclusionary Housing Ordinance (SPMC § 16.13.400 *et. seq.*), the Planning Commission directed staff to have the Affordable Housing Task Force first review and comment on the ordinance.
- With respect to Chapter 16.17 (Historical Property Agreements), revise the definition of a Qualified Historical Property so that a property need not be a "commercial use" to enter into a Mills Act agreement.

ANALYSIS:

Renumbering & References

The revisions to Chapters 16.13, 16.15, 16.23, 16.25, 16.29, 16.31, 16.33, 16.34, 16.35 and 16.40 are a result of the City initiated Municipal Code amendment. These Chapters were identified to have contain inconsistencies, outdated language and/or formatting errors.

The sequencing of the Chapters is being amended for consistency with other changes made earlier. Chapters 16.13, 16.15, 16.23, 16.25, 16.29, 16.31, 16.33, 16.34, 16.35 and 16.40 will be renumbered to Chapters 16.08, 16.09, 16.11, 16.12, 16.14, 16.15, 16.16, 16.17, 16.18 and 16.20, respectively. References to "Planning Director" were also replaced with "Director", which definition includes the current title of Community and Economic Development Director.

Density Bonus

California Density Bonus Law ("DBL") has significantly changed since the City's density bonus ordinance (SPMC §16.13.310 *et seq.* to be renumbered as SPMC §16.08.310 *et seq*) was last updated in 2007. The law encourages affordable housing development by entitling developers to increase density beyond the maximum allowed by local zoning (i.e. a density bonus) and to receive concessions or incentives in exchange for providing a certain percentage of affordable units and levels of affordability (i.e. for very low income, lower-income, moderate-income, senior housing, etc.). A concession or incentive means a modification of zoning code standard for the site, such as reduced setbacks, a reduced parking requirement, or allowance of mixed-use zoning

In the last year, DBL amendments have targeted more affordable housing for students and senior citizens. AB 3116 creates new density bonus levels, incentives and concessions for

student housing developments that restrict units for lower income students attending institutions of higher education. AB 2694 extends incentives and concessions for residential care facilities for the elderly, which had previously been excluded from qualifying senior citizen housing development.

Over the years, the trend in DBL has been to increase the number of concessions or incentives for projects with a greater percentage of low-income and very-low-income units.

Given the constant update to the Density Bonus law and the general lack of discretion afforded to cities, the Municipal Code update refers back to State law to avoid the repeated updates to the City's density bonus ordinance.

Inclusionary Housing

The City's Inclusionary Housing Ordinance (SPMC 16.13.400 *et seq.* to be renumbered as SPMC 16.08.400 *et seq.*) was last updated in 2005. Inclusionary Housing Ordinances require new residential developments to include a certain percentage of units affordable to low- and moderate-income households. Significant amendments are required in order to update the City's ordinance. The ordinance still has references to Redevelopment Law which has since been repealed. The Planning Commission directed staff work with the Affordable Housing Task Force to finalize the City's Inclusionary Housing Ordinance. At this time City staff has received several comments from the AHTF and will bring back an updated ordinance at a future Council meeting.

Mobile Home Park Zone

The following amendments are recommended to the City's Mobile Home Park Zone Division (SPMC 16.13.250 *et seq.* to be renumbered to SPMC 16.08.250 *et seq.*):

- Adding development standards for all roadways to require a minimum of two-inch thick asphalt, concrete, plant mix, or other approved materials;
- Providing allowable accessory building uses;
- Requiring sanitary sewer and water, underground utilities, providing number of mobile home spaces per gross acre, and setback requirements;
- Requiring a minimum of two parking spaces for each lot/space.

STRATEGIC PLAN:

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

FISCAL IMPACTS:

There are no direct fiscal impacts from this code update.

OPTIONS:

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

1. Do not introduce proposed Ordinance No. 1346 and direct staff to make substantive

- modifications requiring referral back to the Planning Commission.
2. Introduce the proposed ordinance with minor modifications.

ATTACHMENTS:

[Attachment A - Santa Paula - Ordinance No. 1346 - Developement Code Update No. 4.pdf](#)

ATTACHMENT A

ORDINANCE NO. 1346

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA AMENDING CHAPTERS 16.13, 16.15, 16.23, 16.25, 16.29, 16.31, 16.33, 16.34, 16.35 AND 16.40 OF THE SANTA PAULA MUNICIPAL CODE IN ORDER TO CORRECT INCONSISTENCIES, OUTDATED LANGUAGE AND FORMATTING AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER SECTION 15061(b)(3) and 15168(c)(2) AND 15168(c)(2) OF THE PUBLIC RESOURCES CODE

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

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

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

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

WHEREAS, Santa Paula Municipal Code (“SPMC”) Chapters 16.13 (Residential Zones), 16.15 (Commercial Zones), 16.23 (Industrial Zones), 16.25 (Specific Plan Zone), 16.29 (Railroad Overlay Zone), 16.31 (Planned Development Overlay Zone), 16.33 (Historic Landmark Overlay Zone), 16.34 (Historical Property Agreements), 16.35 (Housing Opportunities Overlay Zone) and 16.40 (General Property Development Standards) were reviewed by staff and identified to contain inconsistencies, outdated language, and/or conflicts with current state law;

WHEREAS, State Density Bonus law has significantly changed since the City’s last update to its Density Bonus ordinance, codified at SPMC §16.13.310 *et seq.*, in 2007;

WHEREAS, City staff identified additional regulations to be added to the City’s Mobile Home Park Zone in order to preserve the quality of life;

WHEREAS, on May 27, 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 that the City conduct a study session on Division 2 Development Standards for Primary Dwellings (SPMC § 16.08.030), remove commercial use from Qualified Historical

Property from Historic Property Agreements (SMPC § 16.17 *et seq.*), work with the Affordable Housing Task Force to finalize the Inclusionary Housing Ordinance (SPMC § 16.08.400 *et. seq.*), and adopt the remaining Chapters and Divisions;

WHEREAS, on June 18, 2025, the City Council held a duly-noticed public hearing to consider the proposed Ordinance, including: (1) the public testimony and agenda reports prepared in connection with the proposed Ordinance, (2) the policy considerations discussed therein, and (3) the consideration and recommendation by the City's Planning Commission; and

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

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

SECTION 2. CEQA. The City Council determines this Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA"), because it has no potential of resulting in physical change in the environment, directly or indirectly. The City Council further finds, under Title 14 of the California Code of Regulations, Section 15061(b)(3), that this Resolution is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Further, per Section 15168(c)(2) this Ordinance is exempt because it is within the scope of the Program Environmental Impact Report approved for the 2040 General Plan update.

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

- A. The proposed code amendment is consistent with the objectives, policies, general land uses, and programs of the Santa Paula General Plan (2040), as described in Section 4.A. below.
- B. The purpose of Chapter 16.208 Development Code Amendments is to allow for amendment to the Development Code in recognition of the fact that physical, economic, and other conditions in the City may change over time. The proposed

amendments to Chapters 16.13, 16.15, 16.23, 16.25, 16.29, 16.31, 16.33, 16.34, 16.35 and 16.40 recognize these changing conditions by removing inconsistencies and outdated terms, updating definitions, and aligning with the adopted General Plan and applicable state law.

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

- A. *The proposed code amendment is consistent with the goals, policies, and objectives of the General Plan.* The proposed amendment is part of a larger effort to update the Santa Paula Municipal Code. The proposed amendment is largely administrative in nature intended to remove inconsistencies, typographical errors, and outdated terms in the Development Code. Among other things, the amendments to Chapters 16.13, 16.15, 16.23, 16.25, 16.29, 16.31, 16.33, 16.34, 16.35 and 16.40 will also bring the City's Development Code definitions current and compliant with recent state law. Nothing in the proposed amendment would create an inconsistency with the goals, policies and objectives of the 2040 General Plan.
- B. *The proposed code amendment will not adversely affect surrounding properties.* The proposed amendment will not adversely affect surrounding properties because the amendments are largely administrative in nature intended to remove inconsistencies and outdated terms in the Development Code and align with the objectives outlined in the adopted General Plan. Among other things, the amendments to Chapters 16.13, 16.15, 16.23, 16.25, 16.29, 16.31, 16.33, 16.34, 16.35 and 16.40 will also bring the City's Development Code definitions current and compliant with recent state law.
- C. *The proposed code amendment promote public health, safety, and general welfare and serves the goals and purposes of Title 16.* The public health, safety, and general welfare will be promoted by removal of inconsistencies, typographical errors, and outdated terms in the Development Code and alignment with the objectives outlined in the adopted General Plan. This in turn will help clarify for the public local land use rules applicable to their properties. Among other things, amendment to Chapters 16.13, 16.15, 16.23, 16.25, 16.29, 16.31, 16.33, 16.34, 16.35 and 16.40 will also bring the City's Development Code definitions current and compliant with recent state law. The goals and purposes of Title 16 are served because the amendments further the orderly development of land.

SECTION 5. Code Amendment. Chapters 16.13, 16.15, 16.23, 16.25, 16.29, 16.31, 16.33, 16.34, 16.35 and 16.40 of the Santa Paula Municipal Code are hereby amended and restated to read in their entirety as provided in Exhibit "A," attached hereto

and incorporated herein by reference. Stricken text indicates deletions and underlined text additions.

SECTION 6. Publication. The City Clerk is directed to certify to the adoption of this Ordinance and post or publish this Ordinance as required by law.

SECTION 7. Custodian of Records. The custodian of records for this Ordinance is the City Clerk and the records comprising the administrative record are located at 970 E. Ventura Street, Santa Paula, California 93060.

SECTION 8. Severability. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF SANTA PAULA:

Pedro Chavez, Mayor

ATTEST:

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

Monica Castillo, City Attorney

EXHIBIT A

CHAPTER 16.0813: RESIDENTIAL ZONES

Section

Division 1: Use Regulations

- 16.0813.010 Purpose and intent
- 16.0813.020 Land use and permit requirements

Division 2: Development Standards

- 16.0813.030 Standards for primary dwellings
- 16.0813.040 Accessory buildings and structures
- 16.0813.050 Open space requirements in R-2, R-3, and R-4 Zones
- 16.0813.060 Landscaping
- 16.0813.070 Required features
- 16.0813.080 [Reserved]
- 16.0813.090 [Reserved]

Division 3: Development Standards for the HR-PD Zones

- 16.0813.100 Applicability
- 16.0813.110 Maximum density
- 16.0813.120 Lot area, lot coverage, building height, and the like
- 16.0813.130 Grading regulations
- 16.0813.140 Building design
- 16.0813.150 Fire hazard mitigation
- 16.0813.160 Erosion control
- 16.0813.170 [Reserved]

Division 4: Second Dwelling Units

- 16.0813.180 Second unit permit required
- 16.0813.190 Development standards

Division 5: Special Regulations

- 16.0813.200 Restrictions on vehicle parking
- 16.0813.210 Keeping of animals

16.~~0813~~.220 Other applicable regulations

16.~~0813~~.230 [Reserved]

16.~~0813~~.240 [Reserved]

Division 6: Mobile Home Park Zone

16.~~0813~~.250 Purpose and intent

16.~~0813~~.260 State regulation of mobile home parks

16.~~0813~~.270 Development standards for mobile home parks

16.~~0813~~.280 Development standards for mobile home sites or lots

16.~~0813~~.290 Other applicable regulations

16.~~0813~~.300 [Reserved]

Division 7: Density Bonuses and Concessions

16.~~0813~~.310 Purpose and intent

16.~~0813~~.3~~2011~~ Definitions

16.~~0813~~.3~~3012~~ ~~No Waiver~~Density bonuses and concessions – In general

~~16.0813.313 Determination of bonus~~

~~16.0813.314 Construction and location of affordable units~~

~~16.0813.315 Affordability~~

~~16.0813.316 Affordable housing density bonus agreement~~

~~16.0813.317 Child care facilities~~

~~16.0813.318 Development concessions~~

~~16.0813.319 Parking standards~~

~~16.0813.320 Other development standards~~

~~16.0813.321 Inclusionary housing requirements~~

~~16.0813.322 Condominium conversions~~

Division 8: Inclusionary Housing

16.13.400 Purpose

16.13.401 Definitions

16.13.402 Inclusionary Housing Units; Applicability

- 16.13.404 Exemptions
- 16.13.405 Calculations for Inclusionary Units
- 16.13.406 Plan Area Project Calculations
- 16.13.407 Affordable housing plan
- 16.13.408 Standards
- 16.13.409 Performance security for inclusionary housing units
- 16.13.410 In-lieu fees and Affordable Housing Trust Fund
- 16.13.411 Eligibility requirements for residents
- 16.13.412 Transfer of title
- 16.13.413 Deed restrictions
- 16.13.414 Refund of fees
- 16.13.415 Rental units; affordable rent
- 16.13.416 Growth management allocation
- 16.13.417 Waivers; modifications
- 16.13.418 Enforcement

Division 9: Reasonable Accommodation for Disabled and Handicapped Individuals

- 16.[0813.5800](#) Purpose
- 16.[0813.50810](#) Definitions
- 16.[0813.50820](#) Notice
- 16.[0813.50830](#) Requesting reasonable accommodation
- 16.[0813.50840](#) Proceedings
- 16.[0813.50850](#) Action by the Director
- 16.[0813.50860](#) Findings
- 16.[0813.50870](#) Conditions - Generally
- 16.[0813.50880](#) Conditions - Special
- 16.[0813.50890](#) Permit appeal and revocation
- 16.[0813.51900](#) Compliance
- 16.[0813.51910](#) Action in writing

16.0813.51920 Final determination

16.0813.51930—One stop permitting

DIVISION 1: USE REGULATIONS

§ 16.0813.010 PURPOSE AND INTENT.

Nine residential zones are established to provide a range of housing types and densities in sufficient supply to serve the needs of the city's residents. The residential zones are as follows:

(A) Hillside Residential - Planned Development (HR-PD) Zones.

(1) The HR-PD zones are established to permit residential development in environmentally sensitive hillside areas. The zones are intended to limit density, preserve hillsides in a natural state to the extent possible, encourage grading respecting the natural contour of the hills, require the retention and planting of trees and other vegetation, and protect natural landmarks and prominent natural features which enhance the character of a specific area. Development standards for the HR-PD zones are shown in Table 0813-2 and further set forth in Division 3 of this chapter.

(2) Because of the varied terrain, vegetation, and scenic qualities unique to each hillside property, a Planned Development (PD) overlay will apply to each property zoned HR1 or HR2 to provide for flexibility in the design and development of each property. Each Hillside Residential-Planned Development project will be assigned a number that will be shown on the zoning map. The following HR-PD zones have been established:

Zone	Allowable Density
HR1-PD	0 - 1 dwelling units/acre
HR2-PD	0 - 3 dwelling units/acre

(B) Rural Residential (R-A) Zone. The R-A zone provides areas for very low density, rural residential units. Low-intensity, noncommercial agricultural use that is secondary to the primary residential use is also permitted. The maximum permitted density in the R-A zone will be indicated by a minimum lot size suffix shown on the zoning map, but in no case will the maximum density exceed four units per acre. Development standards for the RA zone are shown in Table 0813-2.

(C) Single Family Residential Zone (R-1). The R-1 zone provides areas for single-family dwellings that incorporate private outdoor open spaces. The zone is intended to protect and stabilize desirable characteristics of single-family residential areas, such as minimum

lot sizes and separation from incompatible land uses. The maximum permitted density is seven units per acre. Development standards for the R-1 zone are shown in Table [0813-2](#).

(D) Small Lot Single Family Residential Zone (R-1(a)). This zone accommodates legally established lots in the R-1 zone containing less than 6,000 square feet. Special development standards are established for such lots. Similar to the R-1 zone, the R-1(a) zone provides areas for single-family dwellings that incorporate private outdoor open spaces. The zone is intended to protect and stabilize desirable characteristics of single-family residential areas, such as minimum lot sizes and separation from incompatible land uses. The maximum permitted density is seven units per acre. Development standards for the R-1(a) zone are shown in Table [0813-2](#).

(E) Medium Density Residential Zone (R-2). The R-2 residential zone provides areas for low-density development consisting of duplexes, attached single-family units, or two detached single-family units on one lot. The maximum permitted density is 15 units per acre. Development standards for the R-2 zone are shown in Table [0813-2](#).

(F) Medium-High Density Residential Zone (R-3). The R-3 zone provides areas to accommodate apartments, condominiums, townhomes, and other multi-family dwellings, although single-family and duplex residences are also permitted. Multi-family developments in this zone are characterized by dwellings containing private open space features, as well as common open space and recreational amenities. The maximum permitted density is 21 units per acre. Development standards for the R-3 zone are shown in Table [0813-2](#).

(G) High Density Residential Zone (R-4). The R-4 zone provides opportunities for high-density residential development and is intended primarily to accommodate apartments, condominiums, town-homes, and other multi-family dwellings, although single-family and duplex residences are also permitted. Multi-family development is characterized by 2- to 3-story structures developed in a coordinated, cohesive manner around common open space features. The maximum permitted density is 29 units per acre. Development standards for the R-2 zone are shown in Table [0813-2](#).

(H) Mobile Home Park Zone (MHP). The MHP zone is intended to accommodate mobile home parks and mobile home subdivisions in order to provide park residents with a safe, comfortable, healthy and pleasant living environment. Mobile home parks and subdivisions are characterized by single-story mobile homes on individual lots/sites arranged in a coordinated, cohesive manner around common open space features. The maximum permitted density is ten units per acre. Development standards for the MHP zone are set forth in Division 6 of this chapter.

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

§ 16.[0813](#).020 LAND USE AND PERMIT REQUIREMENTS.

(A) Table [0813-1](#) identifies the uses permitted in the HR1-PD, HR2-PD, R-A, R-1, R-1(a), R-2, R-3, R-4 and MHP zones. Residential uses represent the primary permitted use, and

only those additional uses that are complementary to, and can exist in harmony with, the residential character of each zone may be allowed as conditionally permitted, accessory, and temporary uses, as indicated in Table 0813-1. Accessory uses are not permitted on any property where a permitted primary use does not already exist.

(B) Certain permitted uses and conditionally permitted uses may be subject to special conditions regarding the location, operation, or design of the use. Such uses are marked in Table 0813-1 with an asterisk (*), and the special conditions that apply are contained in Chapter 16.56 (Standards for Specific Land Uses) of this Title 16.

(C) When a use is not specifically listed, the ~~Planning Director~~Director will have the authority to determine the zone in which the use is permitted based on its similarity to other uses in that zone, per Section 16.03.020 (~~Planning Director~~Director Responsibilities) of this Title 16.

(Ord. 1100, passed 7-6-04; Am. Ord. 1159, passed 6-19-06; Am. Ord. 1249, passed 5-6-13; Am. Ord. 1262, passed 2-1-16)

Table 0813-1 Permitted and Conditional Uses - Residential Zones									
Use	HR- PD1	HR- PD2	R- A	R- 1	R- 1(a)	R- 2	R- 3	R- 4	M H P
Accessory Buildings (See Section 16.0813.040)	A	A	A	A	A	A	A	A	A
Agricultural Use	A*	A*	A	X	X	X	X	X	X
Aviaries	C	C	C	C	C	X	X	X	X
Batting Cage, Driving Range, or Similar Outdoor Sporting facility	X	X	X	X	X	X	X	X	X
Cannabis Delivery	X	X	X	X	X	X	X	X	X
Commercial Cannabis Activities	X	X	X	X	X	X	X	X	X
Cultivation of Cannabis or Medical Marijuana	X	X	X	X	X	X	X	X	X

Cemeteries	C	C	C	X	X	X	X	X	X
Club or Lodge	X	X	X	X	X	X	C	C	C
Community Care Facilities	X	X	X	X	X*	C*	C*	C*	X
Day Care, Large Family (See Chapter 16.60)	A*	A*	A*	A*	A*	A*	A*	A*	A*
Day Care, Small Family (See Chapter 16.60)	A	A	A	A	A	A	A	A	A
Day Care Center (See Chapter 16.60)	C*	C*	C*	C*	C*	C*	C*	C*	C*
Dwelling, Duplex	X	X	X	X	X	P	P	P	X
Dwelling, Multi-Family	X	X	X	X	X	P	P	P	X
Dwelling, Single-Family	P	P	P	P	P	P	P	P	P
Emergency Shelters (See Table 21-1, conditional uses in Industrial Zone.)	X	X	X	X	X	X	X	X	X
Group Quarters, Dormitories, Single-Room Occupancy	X	X	X	X	X	X	X	C	X
Home Occupation (see Chapter 16.230)	A*	A*	A*	A*	A*	A*	A*	A*	A*
Hospital or Sanitarium	C	C	C	X	X	X	C	C	X
Kennel	X	X	C	X	X	X	X	X	X
Migrant Farmworker Group Quarters (Also see Table 21-1, conditional uses in Industrial Zone.)	X	X	X	X	X	X	X	C	X

Mobile or Manufactured Home (see Chapter 16.13 Chapter 16.08 , Division 6)	P	P	P	P	P	P	P	P	P
Parking Lot, associated with nonresidential use	X	X	X	X	X	X	X	C	X
Pet (up to 4 adult dogs/cats)	A	A	A	A	A	A	A	A	A
Pets, other than dog/cat (see Section 16.05.020 for "Animal, Pet")	P*	C*	P*	C*	X	X	X	X	X
Radio and Television Transmitter (See Chapter 16.50)	C*	C*	C*	C*	C*	C*	C*	C*	C*
Assembly Halls (includes Church, Temple, or Other Religious Institutions) (see Chapter 16.62)	C*	C*	C*	C*	C*	C*	C*	C*	C*
School or Education Facility, Private	C	C	C	C	C	C	C	C	C
Second Dwelling Unit ("Granny Flat")(See Chapter 16.13 Chapter 16.08 , Division 4)	A*	A*	A*	A*	A*	X	X	X	X

Key: P = Permitted Use

X = Prohibited Use

A = Accessory Use

C = Conditional Use Permit required (Chapter 16.218)

T = Temporary Use Permit required (Chapter 16.228)

* = Special conditions apply; see applicable chapter noted in this table.

DIVISION 2: DEVELOPMENT STANDARDS

§ 16.13.030 STANDARDS FOR PRIMARY DWELLINGS.

(A) Table 13-2 identifies the development standards applicable to primary residential dwellings in the R-A, R-1, R-1(a), R-2, R-3, and R-4 zones. Standards applicable to primary dwellings in the HR-PD and MHP zones are set forth respectively in Divisions 3 and 6 of this Chapter.

(B) The minimum lot width for a corner lot is measured at the required front yard setback line.

(C) For in-fill development, 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 which occupy 50% or more of the lots within the same block on zone.

(Ord. 1100, passed 7-6-04; Am. Ord. 1159, passed 6-19-06; Am. Ord. 1172, passed 7-2-07)

Table 13-2 Development Standards - Residential Zones									
Development Standard	HR-PD1	HR-PD2	R-A	R-1	R-1 (a) <6,000 sf lot	R-2	R-3	R-4	MHP
1. Density A. Maximum (a)	0-1 du/ac, depending on slope. See Section 16.13.110	0-3 du/ac, depending on slope. See Section 16.13.110	R-A (10,000): 4 du/ac R-A (20,000): 2 du/ac	7 du/ac	7 du/ac	15 du/ac	21 du/ac	29 du/ac	10 du/ac
B. Minimum (b)	N/A	N/A	N/A	N/A	N/A	N/A	16 du/ac	22 du/ac	N/A
2. Minimum Lot Area	43,560 sf (1 acre)	14,500 sf	R-A-10: 10,000 sf	6,000 sf	N/A	6,000 sf, and not less than	6,000 sf, and not less than	6,000 sf, and not less than	3,500 sf (d)

			R-A-20: 20,000 sf			less than 3,000 sf/unit	2,000 sf/unit	1,500 sf/unit	
3. Maximum Lot Coverage	40 %	60 %	40 %	60%	70%	60%	60%	60%	75% (d)
4. Minimum Lot Width (Interior Lot)	60 ft	60 ft	60 ft	60 ft.	N/A	60 ft.	60 ft.	60 ft.	45 ft. (d)
5. Minimum Lot Width (Corner Lot) See Section 16.13.030(C)	65 ft.	65 ft.	65 ft.	65 ft.	45 ft.	65 ft.	65 ft.	65 ft.	45 ft. (d)
6. Maximum Building Height	35 ft. or 2- ½ stories	35 ft. or 2- ½ stories	35 ft. or 2- ½ stories	35 ft. or 2- ½ stories	35 ft. or 2- ½ stories	35 ft. or 2- ½ stories	45 ft.; 3 stories maximum	45 ft.; 3 stories maximum	25 ft. or 1- ½ stories (d)
7. Minimum Dwelling Unit Size (e)	750 sf	750 sf	750 sf	750 sf	650 sf	1-bdrm: 600 sf 2-bdrm: 750 sf 3-bdrm: 900 sf 4+ bdrm: 900 sf	1-bdrm: 600 sf 2-bdrm: 750 sf 3-bdrm: 900 sf 4+ bdrm: 1,050 sf	1-bdrm: 600 sf 2-bdrm: 750 sf 3-bdrm: 900 sf 4+ bdrm: 1,050 sf	500 sf (d)

						: 1,05 0 sf			
8. Distance between dwelling unit buildings (Minimum)	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	6 ft (d)
9. Distance between dwelling unit building(s) and accessory building(s) (Minimum)	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	6 ft (d)
10. Distance between accessory buildings (Minimum)	6 ft.	6 ft.	6 ft.	6 ft.	6 ft.	6 ft.	6 ft.	6 ft.	6 ft (d)
11. Front Yard Setback - Interior Lot (Minimum)	Not less than 25 ft. from the ultimate street right-of-way line	Not less than 20 ft. from the ultimate street right-of-way line	Not less than 25 ft. from the ultimate street right-of-way line	Not less than 20 ft. from the ultimate street right-of-way line	Not less than 15 ft. from the ultimate street right-of-way line (c)	Not less than 20 ft. from the ultimate street right-of-way line	Not less than 20 ft. from the ultimate street right-of-way line	Not less than 20 ft. from the ultimate street right-of-way line	Not less than 5 ft. from any private or public roadway (d)

12. Side Yard Setback - Interior Lot (Minimum)	10 ft. on both sides	10 ft. on both sides	10 ft. on both sides	10 ft. on one side, 5 ft. on the other side	5 ft. on both sides	5 ft. on both sides	5 ft. on both sides	5 ft. on both sides	3 ft. on both sides(d)
13. Side Yard Setback - Corner Lot (Minimum)	10 ft. on both sides	10 ft. on both sides	10 ft. on both sides	10 ft. on street side, 5 ft. on interior side	10 ft. on street side, 5 ft. on interior side	10 ft. on street side, 5 ft. on interior side	10 ft. on street side, 5 ft. on interior side	10 ft. on street side, 5 ft. on interior side	5 ft. on street side, 3 ft. on interior side (d)
14. Rear Yard Setback - Single story (Minimum)	25 ft.	10 ft.	25 ft.	10 ft.	10 ft.	20 ft.	20 ft.	20 ft.	3 ft. (d)
15. Rear Yard Setback - Second story (Minimum)	25 ft.	20 ft.	25 ft.	20 ft.	15 ft.	25 ft.	25 ft.	25 ft.	NA
16. Rear Yard Setback - for buildings of 35 ft or higher (Minimum)	N/A	N/A	N/A	N/A	N/A	25 ft.	25 ft.	25 ft.	NA

Abbreviations: du(s) = dwelling unit(s); sf = square feet; ft. = feet; bdrm = bedroom; N/A = not applicable

Notes: (a) A density bonus of at least 25% may be granted in accordance with the provisions of this Chapter 16.13, Division 7 (Density Bonuses).

(b) Densities below the required minimum density may be approved through a Conditional Use Permit review and approval.

However, in no case may the density be less than 50% of the required minimum density for the zone.

(c) All garage doors must be set back at least 20 feet from ultimate street right-of-way line.

(d) Standards apply to individual lots/sites in mobile home park. For mobile home park development standards, see Division 6 of Chapter 16.13.

(e) Standard does not apply to second dwelling units, pursuant to Division 4 of this Chapter 16.13.

§ 16.13.040 ACCESSORY BUILDINGS AND STRUCTURES.

The following standards apply to all single-story detached non-habitable accessory buildings and structures in a residential zone. Two story detached non-habitable accessory buildings must comply with the setback requirements for primary dwellings in the underlying zone.

(A) Non-habitable accessory building in side yard.

(1) An accessory building or structure is allowed along the side property line not abutting a street if:

(a) The accessory building is located 50 feet or more from the front property line of all residential zones.

(b) There is no door, window, or similar opening on the wall of the accessory building to be located along the property line; and

(c) All roof drainage is accommodated on the property on which the building or structure is placed.

Otherwise, the minimum side yard requirements will be the same as required for the main building.

(2) The following minimum side yard setbacks are required for any accessory building or structure located within a side yard abutting a public street:

(3) An accessory building with direct alley access must be located a minimum of 26 feet from the opposite side of the alley (see Figure 13-1) or 2 feet from the property line, whichever is greater.

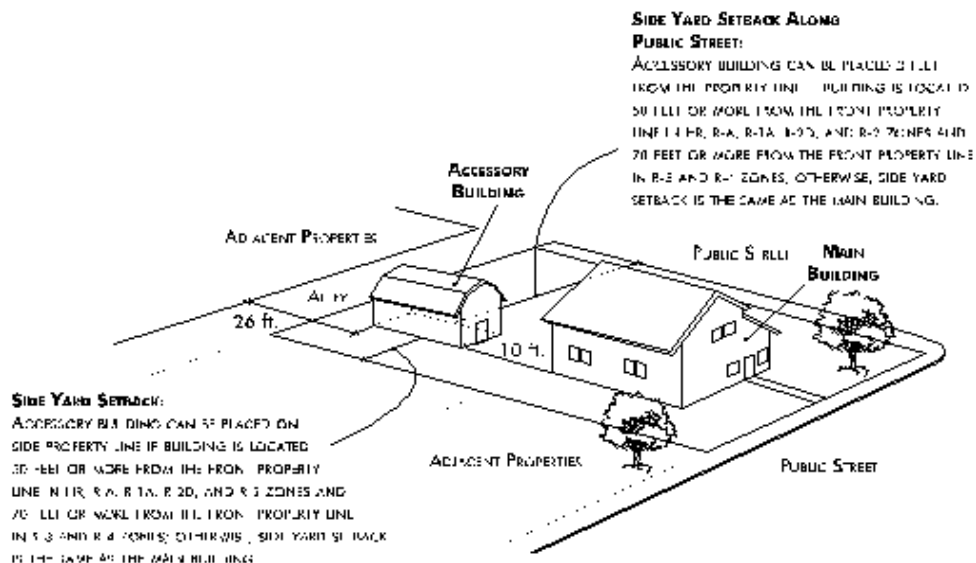


Figure 13-1

Setbacks for Accessory Buildings

(4) A notice of land use restriction must be recorded on the property to: (a) limit the use of the structure to an accessory building, and (b) specify that the structure cannot be used or converted to a dwelling unit at any time in the future unless the accessory building complies with all applicable state and local laws including all provisions in the Municipal Code and Development Code.

(5) Calculations to determine building size and setback requirements for alterations or additions to a nonconforming structure (Chapter 16.114 of this Title 16) may not include detached accessory buildings.

(B) Non-habitable accessory building in rear yard.

(1) An accessory building is permitted along the rear property line if:

(a) There is no opening along the property line;

(b) All roof drainage is accommodated on the property on which the building or structure is placed.

Otherwise, a minimum rear yard setback of three feet is required.

(2) An accessory building with direct vehicle access from the alley must be located a minimum distance of 26 feet from the opposite side of the alley or two feet from the property line, whichever is greater.

(3) On a reverse corner lot, the accessory building must have a minimum setback of five feet from the rear property line, which is also the side property line of an adjoining property.

(4) A notice of land use restriction must be recorded on the property to: (a) limit the use of the structure to an accessory building, and (b) specify that the structure cannot be used or converted to a dwelling unit at any time in the future unless the accessory building complies with all state and local laws including all provisions in the Municipal Code and Development Code.

(5) Calculations to determine building size and setback requirements for alterations or additions to a nonconforming structure (Chapter 16.114 of this Title 16) may not include detached accessory buildings.

(C) Habitable accessory buildings. The following standards apply to all habitable accessory buildings and structures in a residential zone. A habitable building includes a guest house, recreational room, hobby room, home office or workshop used in conjunction with an approved home occupancy permit and other buildings defined by the Building and Safety Code as habitable structures.

(1) Habitable accessory structures must conform to all setback standards of the primary dwelling.

(2) Habitable accessory structures must conform to the maximum height and lot coverage provisions of the zone.

(3) Habitable accessory structures must be designed and constructed with materials that are comparable to and compatible with the primary residence and other residences in the vicinity.

(4) No additional parking will be required for a habitable accessory structure. However, all existing on-site parking must be maintained.

(5) A guest house can only be used by the occupants of the principal dwelling or their nonpaying guests.

(6) A guest house is not allowed if the property contains an existing granny flat or second unit.

(7) Accessory buildings used for home occupations cannot include kitchen facilities.

(8) A notice of land use restriction must be recorded on the property to: prevent structures from being rented; limiting use of structures to an accessory building; specifying that structures cannot be used or converted to a dwelling unit at any time in the future unless the accessory building complies with all state and local laws including all provisions in this Code.

(9) Calculations to determine building size and setback requirements for alterations or additions to a nonconforming structure cannot include habitable accessory buildings.

(10) Guest houses, recreational rooms and similar habitable accessory structures are subject to administrative approval by the Planning Director with Design Review.

(Ord. 1100, passed 7-6-04; Am. Ord. 1159, passed 6-19-06; Am. Ord. 1172, passed 7-2-07; Am. Ord. 1192, passed 6-16-08)

§ 16.13.050 OPEN SPACE REQUIREMENTS IN R-2, R-3, AND R-4 ZONES.

(A) Applicability. Every lot and building site in the R-2, R-3, and R-4 zones must provide common usable open space and private usable open space in accordance with the provisions of this section. The Planning Director, through the design review process or other permit review procedure, may approve only those plans that conform to the requirements of this section.

(B) Common usable open space.

(1) A minimum of 125 square feet of common usable open space must be provided for each bedroom in a unit or for each studio apartment situated on the lot and building site.

(2) The required common usable open space must be arranged to provide at least 50% of the space in at least one area. The minimum dimensions of such space must be 25 feet by 25 feet. The remaining required common usable open space may be distributed throughout the building site and need not be in one such area; provided, however, no area containing less than 50 square feet will be considered common usable open space.

(3) All required common usable open space must be improved in a manner appropriate to its intended purposes, and all landscaping must comply with the requirements of § 16.13.060 below. Natural features of the site reasonably worthy of preservation, as determined by the Planning Director through the design review or other permit review procedure, may be retained in their natural state and need not be improved, but must be maintained. Natural areas may be improved with such items as irrigation lines and additional plant materials to assist in assuring the lasting retention of the natural feature being preserved.

(4) A minimum of 50% of the required common usable open space must be located on those portions of the lot or building site where the slope is no greater than 10%.

(C) Private usable open space.

(1) A minimum of 100 square feet of private usable open space must be provided for each ground floor dwelling unit. All private usable open space must be enclosed by an opaque fence or wall not more than 6 feet nor less than 4 feet in height.

(2) Dimensions of private usable open space must be a minimum of eight feet.

(3) Not more than 50% of the private usable open space may be covered by an overhang, balcony, or patio roof not less than seven feet in height.

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

§ 16.13.060 LANDSCAPING.

(A) Purpose. These landscaping standards are established to ensure that each residential development maintains attractive planted areas that provide complementary design components to buildings on a site. These standards are intended to allow for creativity and to provide latitude in the design of landscaping and irrigation plans, and to encourage design that conserves and recycles the resources invested in landscapes. Landscape and irrigation plans are encouraged to take full advantage of the wide range of drought-tolerant landscape material and low-water-flow irrigation systems available within the framework established by this section. All landscaping must comply with City Resolution 3675 establishing guidelines for the preparation of landscape and irrigation plans.

(B) Landscaping required.

(1) Landscaping with plant materials is required in the front yards of all residential development, including detached single-family units.

(2) Landscaping with plant materials must be provided in common open space areas and yard setback areas of multiple-family developments and mobile home parks.

(3) All required front yards must be landscaped.

(4) Landscaping of required off-street parking areas must be provided as set forth in § 16.46.140 (Landscaping Required) of Chapter 16.46 (Off-Street Parking and Loading) of this Title 16.

(5) No more than 20% of any required landscaped area may be covered with hardscape or other non-plant materials such as fountains, rocks, masonry or brick work, paving, or similar feature.

(C) Irrigation required. All required landscape areas must be provided with permanent underground

irrigation systems suitable for the type of landscaping provided.

(D) Landscape maintenance. All landscaping must be maintained in a neat and healthy condition and in a manner that prevents adverse public health, safety, and welfare effects.

(E) Landscape and irrigation plans required.

(1) Landscape and irrigation plans are required for all residential development proposals for five or more units.

(2) The plan must indicate the square footage of each landscaping area, report the total square footage devoted to landscaping with plant materials, identify each landscaping area and the types of plants to be provided therein, list the container size of each plant, and clearly portray the entire landscaping layout and irrigation system.

(3) No building permit may be issued until landscaping and irrigation plans have been reviewed and approved by the Planning Director or the designee.

(F) Water-conserving features. Landscape and irrigation plans must take full advantage of available drought-tolerant landscape materials and low-water-flow irrigation systems, except where such action conflicts with adopted fire prevention plans, or the Fire Chief determines that such would create a fire hazard.

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

§ 16.13.070 REQUIRED FEATURES.

(A) Required architectural features. All dwelling units, including mobile homes placed on a permanent foundation, constructed, erected or moved onto a permanent foundation on property in any residential area must conform to the following standards:

- (1) The construction or installation must meet all city, state and federal requirements.
- (2) No sheet metal roofs are permitted; provided, however, that metal roofs that simulate wood shake and shingle roofs are permitted, as are metal patio roofs.
- (3) All main buildings or structures must have eave overhangs of a minimum of 16 inches or a minimum 1-foot-high parapet extending above roof level.
- (4) No metal siding is permitted, with the exception of metal lap siding.
- (5) All buildings must include a perimeter concrete or masonry stem wall, whether structural or ornamental. The stem wall must have the appearance of extending from grade up to the base of the exterior wall.

(B) Required interior features. All dwelling units, including multifamily dwelling units and mobile homes placed on permanent foundations, must conform to the following standards:

- (1) The construction or installation must meet all city, state and federal requirements.
- (2) All dwelling units must be insulated from exterior noise. Wall and floor/ceiling assemblies separating units from each other or from public or quasi-public spaces such as interior corridors, laundry rooms, recreation rooms, and garages must provide airborne sound insulation (minimum rating of 55 STC) for walls, and both airborne and impact sound insulation (minimum rating of 65 IIC) for floor/ceiling assemblies.
- (3) Each new dwelling unit must include utilities for future washer and dryer installation, unless an approved laundry facility is included within the development. Such

utilities must be constructed with readily accessible outlets for plumbing (hot and cold water) and gas outlets when available or electrical outlets.

(4) A minimum of 10% of all dwelling units in a development, with the exception of mobile homes, must be designed to be handicap adaptable and/or accessible, pursuant to California accessibility requirements.

(C) Required site features. In addition to open space requirements outlined in § 16.13.050, the following site features are required on all residential properties.

(1) The configuration and orientation of the project should respect reasonable design limits imposed by the natural and manmade environment. Structures should be situated to take advantage of view, topography, sun and wind, while at the same time not destroying these advantages for adjacent properties. Structures should also be situated to minimize or buffer any undesirable properties of the site such as street noise and nearby obnoxious commercial or industrial uses.

(2) The layout of units and open space within the project should establish, through the use of structure and manmade and landscape materials, a perceptible spatial transition from the public street, through the semi-privacy of the common areas, to the privacy of the unit. Most importantly, the environment of each dwelling unit should be private and free from visual, auditory and other intrusions.

(D) Required storage area. All multi-family dwelling units must conform to the following standards:

(1) At least one private, lockable storage area must be provided for each dwelling unit when there is more than one dwelling unit on the same lot or building site.

(2) The storage area must be located either:

(a) Within a carport and protected from the elements;

(b) At some nearby, convenient location, located outside the dwellings;

(c) In a garage if the garage can be locked by the resident and the storage area does not encroach on the required 10 foot by 20 foot parking area.

(3) The storage area must meet the following standards:

(a) A minimum capacity of 90 cubic feet;

(b) No dimension of less than 30 inches;

(c) When built as an above-ground cabinet in a carport or garage, the cabinet must be high enough above the ground to maintain the required parking area and designed to prevent the collapse of the cabinet onto a vehicle.

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

§ 16.30.080 [RESERVED.]

§ 16.30.090 [RESERVED.]

DIVISION 3: DEVELOPMENT STANDARDS FOR HR-PD ZONES

§ 16.~~0813~~.040 ACCESSORY BUILDINGS AND STRUCTURES.

The following standards apply to all single-story detached non-habitable accessory buildings and structures in a residential zone. Two story detached non-habitable accessory buildings must comply with the setback requirements for primary dwellings in the underlying zone.

(A) Non-habitable accessory building in side yard.

(1) An accessory building or structure is allowed along the side property line not abutting a street if:

(a) The accessory building is located 50 feet or more from the front property line of all residential zones.

(b) There is no door, window, or similar opening on the wall of the accessory building to be located along the property line; and

(c) All roof drainage is accommodated on the property on which the building or structure is placed.

Otherwise, the minimum side yard requirements will be the same as required for the main building.

(2) The following minimum side yard setbacks are required for any accessory building or structure located within a side yard abutting a public street:

(a) An accessory building located 50 feet or more from the front property line must have a minimum setback of 10 feet; otherwise, the setback must be the same as required for the main building.

(3) An accessory building with direct alley access must be located a minimum of 26 feet from the opposite side of the alley (see Figure ~~0813~~-1) or 2 feet from the property line, whichever is greater.

(4) A notice of land use restriction must be recorded on the property to: (a) limit the use of the structure to an accessory building, and (b) specify that the structure cannot be used or converted to a dwelling unit at any time in the future unless the accessory building complies with all state and local laws including all provisions in the Municipal Code and Development Code.

(5) Calculations to determine building size and setback requirements for alterations or additions to a nonconforming structure (Chapter 16.114 of this Title 16) may not include detached accessory buildings.

(C) Habitable accessory buildings. The following standards apply to all habitable accessory buildings and structures in a residential zone. A habitable building includes a guest house, recreational room, hobby room, home office or workshop used in conjunction with an approved home occupancy permit and other buildings defined by the Building and Safety Code as habitable structures.

(1) Habitable accessory structures must conform to all setback standards of the primary dwelling.

(2) Habitable accessory structures must conform to the maximum height and lot coverage provisions of the zone.

(3) Habitable accessory structures must be designed and constructed with materials that are comparable to and compatible with the primary residence and other residences in the vicinity.

(4) No additional parking will be required for a habitable accessory structure. However, all existing on-site parking must be maintained.

(5) A guest house can only be used by the occupants of the principal dwelling or their nonpaying guests.

(6) A guest house is not allowed if the property contains an existing granny flat or second unit.

(7) Accessory buildings used for home occupations cannot include kitchen facilities.

(8) A notice of land use restriction must be recorded on the property to: prevent structures from being rented; limiting use of structures to an accessory building; specifying that structures cannot be used or converted to a dwelling unit at any time in the future unless the accessory building complies with all state and local laws including all provisions in this Code.

(9) Calculations to determine building size and setback requirements for alterations or additions to a nonconforming structure cannot include habitable accessory buildings.

(10) Guest houses, recreational rooms and similar habitable accessory structures are subject to administrative approval by the ~~Planning Director~~Director with Design Review.

(Ord. 1100, passed 7-6-04; Am. Ord. 1159, passed 6-19-06; Am. Ord. 1172, passed 7-2-07; Am. Ord. 1192, passed 6-16-08)

§ 16.0813.050 OPEN SPACE REQUIREMENTS IN R-2, R-3, AND R-4 ZONES.

(A) Applicability. Every lot and building site in the R-2, R-3, and R-4 zones must provide common usable open space and private usable open space in accordance with the provisions of this section. The ~~Planning Director~~Director, through the design review process or other permit review procedure, may approve only those plans that conform to the requirements of this section.

(B) Common usable open space.

(1) A minimum of 125 square feet of common usable open space must be provided for each bedroom in a unit or for each studio apartment situated on the lot and building site.

(2) The required common usable open space must be arranged to provide at least 50% of the space in at least one area. The minimum dimensions of such space must be 25 feet by 25 feet. The remaining required common usable open space may be distributed throughout the building site and need not be in one such area; provided, however, no area containing less than 50 square feet will be considered common usable open space.

(3) All required common usable open space must be improved in a manner appropriate to its intended purposes, and all landscaping must comply with the requirements of § 16.0813.060 below. Natural features of the site reasonably worthy of preservation, as determined by the ~~Planning Director~~Director through the design review or other permit review procedure, may be retained in their natural state and need not be improved, but must be maintained. Natural areas may be improved with such items as irrigation lines and additional plant materials to assist in assuring the lasting retention of the natural feature being preserved.

(4) A minimum of 50% of the required common usable open space must be located on those portions of the lot or building site where the slope is no greater than 10%.

(C) Private usable open space.

(1) A minimum of 100 square feet of private usable open space must be provided for each ground floor dwelling unit. All private usable open space must be enclosed by an opaque fence or wall not more than 6 feet nor less than 4 feet in height.

(2) Dimensions of private usable open space must be a minimum of eight feet.

(3) Not more than 50% of the private usable open space may be covered by an overhang, balcony, or patio roof not less than seven feet in height.

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

§ 16.0813.060 LANDSCAPING.

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(B) Landscaping required.

(1) Landscaping with plant materials is required in the front yards of all residential development, including detached single-family units.

(2) Landscaping with plant materials must be provided in common open space areas and yard setback areas of multiple-family developments and mobile home parks.

(3) All required front yards must be landscaped.

(4) Landscaping of required off-street parking areas must be provided as set forth in § 16.46.140 (Landscaping Required) of Chapter 16.46 (Off-Street Parking and Loading) of this Title 16.

(5) No more than 20% of any required landscaped area may be covered with hardscape or other non-plant materials such as fountains, rocks, masonry or brick work, paving, or similar feature.

(C) Irrigation required. All required landscape areas must be provided with permanent underground

irrigation systems suitable for the type of landscaping provided.

(D) Landscape maintenance. All landscaping must be maintained in a neat and healthy condition and in a manner that prevents adverse public health, safety, and welfare effects.

(E) Landscape and irrigation plans required.

(1) Landscape and irrigation plans are required for all residential development proposals for five or more units.

(2) The plan must indicate the square footage of each landscaping area, report the total square footage devoted to landscaping with plant materials, identify each landscaping area and the types of plants to be provided therein, list the container size of each plant, and clearly portray the entire landscaping layout and irrigation system.

(3) No building permit may be issued until landscaping and irrigation plans have been reviewed and approved by the ~~Planning Director~~Director or the designee.

(F) Water-conserving features. Landscape and irrigation plans must take full advantage of available drought-tolerant landscape materials and low-water-flow irrigation systems, except where such action conflicts with adopted fire prevention plans, or the Fire Chief determines that such would create a fire hazard.

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

§ 16.0813.070 REQUIRED FEATURES.

(A) Required architectural features. All dwelling units, including mobile homes placed on a permanent foundation, constructed, erected or moved onto a permanent foundation on property in any residential area must conform to the following standards:

- (1) The construction or installation must meet all city, state and federal requirements.
- (2) No sheet metal roofs are permitted; provided, however, that metal roofs that simulate wood shake and shingle roofs are permitted, as are metal patio roofs.
- (3) All main buildings or structures must have eave overhangs of a minimum of 16 inches or a minimum 1-foot-high parapet extending above roof level.
- (4) No metal siding is permitted, with the exception of metal lap siding.
- (5) All buildings must include a perimeter concrete or masonry stem wall, whether structural or ornamental. The stem wall must have the appearance of extending from grade up to the base of the exterior wall.

(B) Required interior features. All dwelling units, including multifamily dwelling units and mobile homes placed on permanent foundations, must conform to the following standards:

- (1) The construction or installation must meet all city, state and federal requirements.
- (2) All dwelling units must be insulated from exterior noise. Wall and floor/ceiling assemblies separating units from each other or from public or quasi-public spaces such as interior corridors, laundry rooms, recreation rooms, and garages must provide airborne sound insulation (minimum rating of 55 STC) for walls, and both airborne and impact sound insulation (minimum rating of 65 IIC) for floor/ceiling assemblies.
- (3) Each new dwelling unit must include utilities for future washer and dryer installation, unless an approved laundry facility is included within the development. Such utilities must be constructed with readily accessible outlets for plumbing (hot and cold water) and gas outlets when available or electrical outlets.
- (4) A minimum of 10% of all dwelling units in a development, with the exception of mobile homes, must be designed to be handicap adaptable and/or accessible, pursuant to California accessibility requirements.

(C) Required site features. In addition to open space requirements outlined in § 16.13.050, the following site features are required on all residential properties.

(1) The configuration and orientation of the project should respect reasonable design limits imposed by the natural and manmade environment. Structures should be situated to take advantage of view, topography, sun and wind, while at the same time not destroying these advantages for adjacent properties. Structures should also be situated to minimize or buffer any undesirable properties of the site such as street noise and nearby obnoxious commercial or industrial uses.

(2) The layout of units and open space within the project should establish, through the use of structure and manmade and landscape materials, a perceptible spatial transition from the public street, through the semi-privacy of the common areas, to the privacy of the unit. Most importantly, the environment of each dwelling unit should be private and free from visual, auditory and other intrusions.

(D) Required storage area. All multi-family dwelling units must conform to the following standards:

(1) At least one private, lockable storage area must be provided for each dwelling unit when there is more than one dwelling unit on the same lot or building site.

(2) The storage area must be located either:

(a) Within a carport and protected from the elements;

(b) At some nearby, convenient location, located outside the dwellings;

(c) In a garage if the garage can be locked by the resident and the storage area does not encroach on the required 10 foot by 20 foot parking area.

(3) The storage area must meet the following standards:

(a) A minimum capacity of 90 cubic feet;

(b) No dimension of less than 30 inches;

(c) When built as an above-ground cabinet in a carport or garage, the cabinet must be high enough above the ground to maintain the required parking area and designed to prevent the collapse of the cabinet onto a vehicle.

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

§ 16.~~0830~~.080 [RESERVED.]

§ 16.~~0830~~.090 [RESERVED.]

DIVISION 3: DEVELOPMENT STANDARDS FOR HR-PD ZONES

§ 16.0813.100 APPLICABILITY.

(A) These regulations apply to all properties zoned HR-PD. Separate standards for the HR-PD zone are established to ensure that residential development in hillside areas is designed and developed to respect and respond to environmental conditions unique to the property. This section establishes performance standards for the design of subdivisions in the HR-PD zone and for development of individual lots within subdivisions. The grading standards set forth in Chapters 16.96 through 16.98 (Grading and Erosion Control) of this Title 16 also apply to development in the HR-PD zone.

(B) All parcels recorded prior to May 1, 1978 and which are subsequently placed in the HR-PD zone are subject to the provisions of this section. However, one dwelling unit is permitted on any legal parcel established prior to May 1, 1978 which has a slope of 30% or greater.

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

§ 16.0813.110 MAXIMUM DENSITY.

(A) Slope calculation. Density will be based upon the average slope percentage. For the purpose of determining the average slope percentage of a property in the HR- PD zone, the average slope of a parcel of land or any portion thereof must be calculated by applying the formula

$$S = 0.00229 \frac{IL}{A}$$

A

to the natural slope of the land before any grading. Such slope must be determined from a topographic map conforming to national mapping standards and having a scale of not less than 1 inch equals 200 feet and a contour interval of not less than five feet. The letters in the slope formula have the following meanings:

S = average slope percentage

I = contour interval, in feet

L = summation of length of contours, in feet

A = area in acres of parcel being considered.

(B) Density restrictions. The maximum permitted density on a lot will be based upon the average slope percentage and will be restricted as follows:

Slope	Maximum Density
10-14.9	3.0 du/ac
15-19.9	2.5 du/ac
20-24.9	2.0 du/ac
25-29.9	1.5 du/ac
30 and over	0.0 du/ac

(C) Greater density permitted. Where the average slope percentage is less than 10%, the City Council may allow a maximum density of four units per gross acre for an entire subdivision or development project.

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

§ 16.0813.120 LOT AREA, LOT COVERAGE, BUILDING HEIGHT, AND THE LIKE.

All primary dwellings in the HR-PD zones must conform to the following development standards:

Table 0813-3 Development Standards - HR-PD Zones		
Development Feature	HR-PD1 Standard	HR-PD2 Standard
Lot Area (Minimum)	43,560 sf (1 acre)	14,500 sf
Lot Coverage (Maximum)	40 %	60 %
Lot Width - Interior Lot (Minimum)	60 ft	60 ft
Lot Width - Corner Lot (Minimum)	65 ft.	65 ft.
Building Height (Maximum)	2-1/2 stories above finished grade	2-1/2 stories above finished grade
Dwelling Unit Size (Minimum)	750 sf	750 sf

Distance between Primary Residence and Accessory Building (Minimum)	10 ft.	10 ft.
Distance between Accessory Buildings (Minimum)	6 ft.	6 ft.
Front Yard Setback (Minimum)	Not less than 25 ft. from ultimate street right-of-way line	Not less than 20 ft. from ultimate street right-of-way line
Side Yard Setback - Interior Lot (Minimum)	10 ft. on both sides	10 ft. on both sides
Side Yard Setback - Corner Lot (Minimum)	10 ft. on both sides	10 ft. on both sides
Rear Yard Setback -Single story (Minimum)	25 ft.	10 ft.
Rear Yard Setback -Second story (Minimum)	25 ft.	20 ft.

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

§ 16.~~0813~~.130 GRADING REGULATIONS.

All grading must conform to applicable requirements set forth in Chapters 16.96 through 16.98 (Grading and Erosion Control) of this Title 16.

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

§ 16.~~0813~~.140 BUILDING DESIGN.

All dwelling units and accessory structures must be designed and constructed to respect and reflect the hillside environment and the terrain existing on individual development sites. The following standards apply:

(A) The walls of the building on the down-slope side must not be more than 20 feet high, measured from the finished grade to the building eave line.

(B) Stepped foundations must be provided to allow a building to conform to the existing natural terrain.

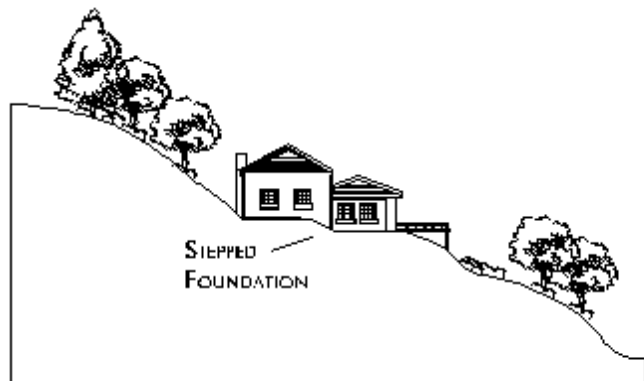


Figure 0813-2

Stepped Foundation

(C) Except for solar energy apparatuses, rooftop mechanical equipment is prohibited.

(D) Roof slope should be oriented in the same direction as the natural hill slope.

(E) The use of large roof overhangs and cantilevers is limited.

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

§ 16.0813.150 FIRE HAZARD MITIGATION.

To reduce the risk of loss of life and property in the event of a fire in hillside environments, the following fire hazard mitigation standards apply to all development in the HR-PD zone:

(A) The placement of all buildings on a lot must be in such a manner that adequate clearance of flammable plant and landscape materials may be performed on the lot.

(B) The roofs and exteriors of buildings must be of fire retardant materials, as provided by the Building Code.

(C) All brush identified by the Fire Department as hazardous must be cleared. This includes all flammable vegetation and other combustible growth but does not apply to single specimen trees, ornamental shrubbery, and cultivated groundcover such as grass, ivy, succulents, or similar plants used as ground cover, provided such landscaping does not create a means to readily transmit fire.

(D) Notwithstanding the provisions of Chapter 16.232 (Tree Removal Permit) of this Title 16, that portion of any tree that extends within ten feet of the top of any chimney must be removed or trimmed.

(E) All combustible vegetative cover or other combustible growth within 100 feet of a building site must be removed prior to the construction of any building, as specified in the fire code.

(F) Grass and similar vegetation located more than 30 feet from a structure and less than 18 inches in height above the ground may be maintained where necessary to stabilize soil erosion.

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

§ 16.~~0813~~.160 EROSION CONTROL.

(A) All manufactured slopes, other than those constructed in stable bedrock, must be planted or otherwise protected from the effects of stormwater runoff erosion within 30 days of the creation of the slope. Planting must be designed to blend the slope with the surrounding terrain and development in terms of coverage, color, and type of plant material. An irrigation system must be provided and maintained to ensure proper maintenance of landscaped slopes.

(B) Manufactured slopes in stable bedrock must be provided with landscaped soil pockets, with the landscaping to consist of plant materials designed to blend the slope with the surrounding terrain and development in terms of coverage, color, and type of plant material. An irrigation system must be provided and maintained to ensure proper maintenance of landscaped slopes.

(C) Landscaping and irrigation plans for such slope planting must be submitted and approved by the ~~Planning Director~~Director and City Engineer prior to the issuance of building permits. All such slopes must be planted and provided with irrigation systems prior to the issuance of occupancy permits.

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

§ 16.13.170 [RESERVED.]

DIVISION 4: SECOND DWELLING UNITS

DIVISION 5: SPECIAL REGULATIONS

§ 16.~~0813~~.200 RESTRICTIONS ON VEHICLE PARKING.

(A) Motorized vehicles or recreational equipment, either operable or inoperable, are not permitted to be parked within any front yard area. Vehicles parked behind the front yard area must be screened from the public right-of-way.

(B) No vehicle with a gross vehicular weight of 6,000 pounds or greater may be parked on any portion of a lot within a residential zone. This restriction will not apply to delivery, service, or similar vehicles providing temporary service.

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

§ 16.~~0813~~.210 KEEPING OF ANIMALS.

(A) Purpose and intent.

(1) These regulations for the keeping of animals are established to ensure protection of the health, safety, and general welfare of persons in residential neighborhoods.

(2) No animal may be kept in any manner that constitutes a health hazard or noise nuisance to the owner or to any neighbor.

(B) Dogs and cats. Up to three dogs and three cats may be kept per residence in any residential zone, provided the keeping of dogs does not constitute the establishment or maintenance of a commercial kennel as defined by this Title 16.

(C) Equine and bovine species. Horses, mules, cows and other equine species and bovine species are permitted only in the HR-PD and R-A zones, subject to the following regulations:

(1) One equine animal is permitted for each one-half acre of lot or building site.

(2) One bovine animal is permitted for each one acre of lot area.

(3) Any stable, barn, corral, or other animal enclosure must be located as follows:

(a) A minimum distance of 50 feet from any dwelling or other building used for human habitation;

(b) A minimum distance of 100 feet from the front lot line of the lot upon which it is located;

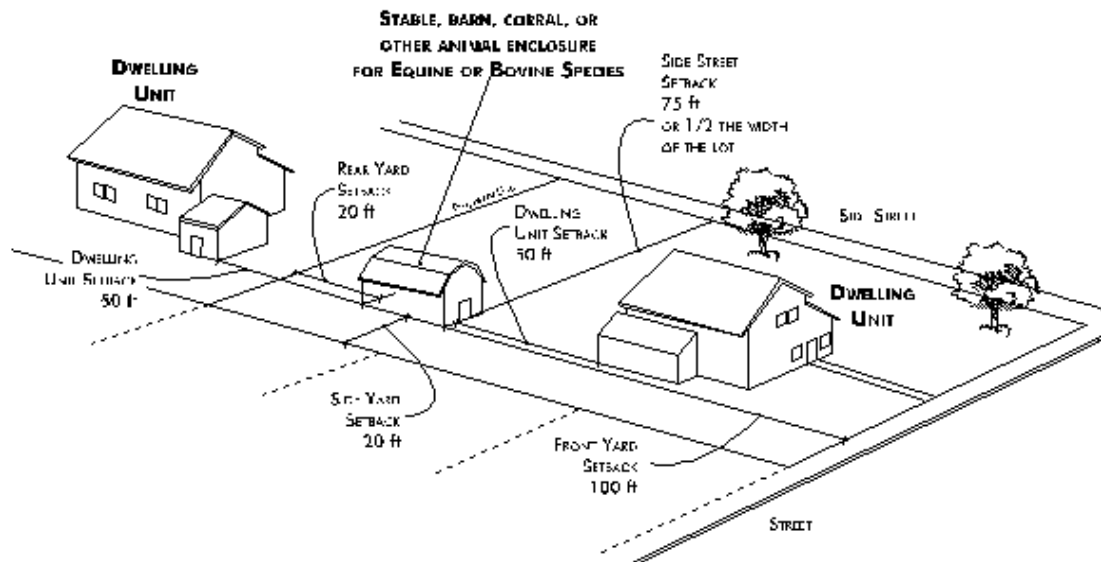


Figure 0813-3

Setbacks for Animal Enclosure

(c) A minimum distance of 100 feet from any public park, school, hospital, or similar institution;

(d) A minimum distance of 20 feet from any interior side lot line or rear lot line; and

(e) A minimum distance of 75 feet from any side street, or the distance equal to one-half the width of the lot abutting the side street, whichever distance is lesser.

(D) Swine. The keeping of swine is permitted only in the R-A zone, subject to the following regulations:

(1) A minimum lot size of two acres is required for the keeping of swine.

(2) One swine is permitted for the first two acres of lot area, with one additional swine permitted for each additional acre. In no case, however, may the number of swine kept exceed ten.

(3) The minimum distance requirements for animal keeping areas set forth in subsection 16.0813.100(C)(3) above must be adhered to.

(E) Poultry, rabbits, and other small animals.

(1) The keeping of poultry (excluding roosters, peacocks and peahens, geese, turkeys, guineas), rabbits, chinchillas, hamsters, reptiles, and other small animals, except foxes and exotic animals, is permitted in the HR-PD, R-A, R-1, and R-2 zones, subject to the following regulations.

(a) A minimum lot area of 6,000 square feet is required for the outdoor keeping of small animals.

(b) The total number of small animals permitted and restrictions on the number of specific types or species are as specified in Table 0813-4.

Table 0813-4 Limitations on Number of Small Animals					
Zone and Lot Size	Total Number of Small Animals Permitted	Type of Small Animal and Maximum Number Permitted			
		Poultry*	Rabbits	Rodents	Reptiles
R-2 and R-1 lots containing less than 6,000 sf	4	2	2	2	2
R-1 and HR-PD: 6,000 - 10,000 sf lots	4	2	2	2	2
R-1 and HR: 10,000 sf - 1 acre lots	6	2	4	4	4
R-1 and HR(PD): Lots larger than 1 acre	10	4	4	4	4
R-A: 10,000 sf - 1 acre lots	15	6	5	5	4
R-A: Lots larger than 1 acre	25	12	5	5	5

Abbreviation: sf = square feet

* Excluding roosters, peacocks and peahens, geese, turkeys, guineas

(c) All such animals may be kept in a completely enclosed pen or cage. Any outdoor pen, cage, or other enclosure used for the keeping of small animals must be maintained a minimum distance of 25 feet from any dwelling or other building used for human habitation.

(2) The following small animals are permitted in the R-3 and R-4 zones: hamsters, rats, mice, similar small rodents, small birds, and small reptiles. The number of small animals permitted within a dwelling unit are limited to two of a single species and four total animals.

(F) Outdoor aviaries.

(1) Birds in outdoor aviaries are permitted per Table [0813-1](#), provided the total number of birds

does not exceed one bird for each 1,500 square feet of lot area.

(2) Aviaries must be located in accordance with the minimum distance requirements for animal keeping areas set forth in subsection 16.[0813.210\(E\)\(1\)\(c\)](#) above.

(G) Additional animals. Any request for the keeping of more animals than specified in this section will require a Conditional Use Permit application pursuant to the provisions of Chapter 16.218 of this Title 16.

(H) Commercial animal keeping. Any request for a commercial operation must be considered under a Conditional Use Permit application, and such application may be conditionally permitted only in the R-A zone.

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

§ 16.[0813.220](#) OTHER APPLICABLE REGULATIONS.

In addition to the requirements contained in this chapter, any applicable requirements in the following chapters apply to development in residential zones:

Chapter 16.40: General Property Development Standards

Chapter 16.56: Standards for Specific Land Uses

Chapter 16.46: Off-Street Parking and Loading

Chapter 16.48: Signs

Chapter 16.80: Subdivisions

Chapter 16.112: Nonconforming Uses

Chapter 16.114: Nonconforming Structures

Chapter 16.116: Nonconforming Lots

Chapter 16.230: Home Occupations

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

§ 16.~~0813~~.230 [RESERVED.]

§ 16.~~0813~~.240 [RESERVED.]

DIVISION 6: MOBILE HOME PARK ZONE

§ 16.~~0813~~.250 PURPOSE AND INTENT.

This division sets forth specific development standards for mobile home parks and subdivisions in order to provide park residents with a safe, comfortable, healthy and pleasant living environment. All mobile home parks and subdivisions must be developed in accordance with the provisions of this Division 6. Also, mobile home subdivisions must meet applicable provisions of the State Subdivision Map Act, as applied through Chapter 16.80 (Subdivisions) of this Title 16.

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

§ 16.~~0813~~.260 STATE REGULATION OF MOBILE HOME PARKS.

The provisions of the Mobile Home Parks Act (Cal. Health & Safety Code, Division 13, Part 2.1) and the applicable regulations adopted by the California Department of Housing and Community Development, as each may be amended from time-to-time, are hereby adopted as a part of this division. The Building Official may be authorized to enforce all of the provisions of the Act pertaining to the construction, alteration, or modification of all manufactured dwelling units within mobile home parks. Construction only of all other structures may be subject to the review and approval of the Planning Department. It may be the duty of the Building Official to enforce all the provisions pertaining to permits for the operation, maintenance, use, occupancy, sanitation, and safety of all mobile home parks and subdivisions.

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

§ 16.~~0813~~.270 DEVELOPMENT STANDARDS FOR MOBILE HOME PARKS.

The following development standards apply to all mobile home parks within the City of Santa Paula.

(A) Minimum site area. A minimum site area of 10 acres, with a minimum street frontage of 250 feet, are required for all new mobile home parks and subdivisions.

(B) Drainage. All mobile home parks must be located on a graded site with no depressions in which surface water will accumulate. The ground must be sloped to provide

storm drainage run-off by means of surface or subsurface drainage facilities that connect to public storm drain facilities.

(C) Roadways.

(1) Public roadways are required to conform to standards established by the City Engineer for local streets.

(2) Private roadways within a mobile home park must have a minimum width of 32 feet if car parking is permitted on one side of the roadway, and a minimum width of 40 feet if car parking is permitted on both sides of the roadway. Roadways designed for car parking on one side must have signs or markings prohibiting the parking of vehicles on the traffic flow side of the roadway.

(3) All roadways must have clear and unobstructed access to a public thoroughfare. A roadway may have security gates as may be permitted by other city regulations.

(4) The entire width of the all roadways within a mobile home park shall be surfaced with a minimum of two-inch thick asphalt, concrete, plant mix, or other approved materials.

(D) Required common open space and recreation areas.

(1) A minimum area of 200 square feet for common recreation purposes is required for each mobile home space. Such space must be located to be convenient to all residents of the mobile home park.

(2) The required common usable open space must be arranged to provide at least 50% of the space in at least one area. The minimum dimensions of such space must be 25 feet by 25 feet. The remaining required common usable open space may be distributed throughout the ~~m~~Mobile ~~h~~Home ~~p~~Park and need not be in one such area; provided, however, no area containing less than 50 square feet may be considered common usable open space.

(3) All required common usable open space must be improved in a manner appropriate to its intended purposes, and all landscaping must comply with the requirements of § 16.0813.060. Natural features of the site reasonably worthy of preservation, as determined by the ~~Planning Director~~Director through the design review or other permit review procedure, may be retained in their natural state and need not be improved, but must be maintained. Natural areas may be improved with such items as irrigation lines and additional plant materials to assist in assuring the lasting retention of the natural feature being preserved.

(4) A minimum of 50% of the required common usable open space must be located on those portions of the lot or building site where the slope is no greater than 10%.

(E) Accessory buildings and uses. Accessory buildings and uses ~~that must~~ serve the entire mobile home park, including recreation facilities, laundry areas, mobile home park offices, and maintenance or storage buildings, ~~must~~ All accessory building must be located at least 200 feet from the boundary of any mobile home space. All exterior maintenance or storage areas must be enclosed by a masonry wall of at least 6 feet in height. Allowable accessory uses include vending machines, a common car wash, storage area for travel trailers and

boats, a management facility, recreational facility, and other uses which in the opinion of the director are of a similar nature.

(F) Perimeter screening. Perimeter screening of the mobile home park must be provided as required through permit approval.

(G) Landscaping. Landscaping must be provided on all areas not used for buildings, parking, roadway, pathways, or recreational facilities. Existing natural landscape features should be retained where possible and integrated into the landscape plan. The landscaping is considered actual planting areas of lawn, trees, planter boxes, shrubs, groundcover, or other decorative material as approved by the ~~Planning Director~~ Director. Fountains, ponds, sculpture, and decorative screen walls as an integral part of the landscaping scheme are permitted.

(H) Pedestrian walkways. A connected pedestrian walkway system must be provided within the mobile home park providing access to the units, recreation areas, and open space. The walks must be a minimum of four feet in width and constructed of concrete or a similar durable material.

(I) Sanitary sewer and water. Each lot shall be provided with connections to the city's sewer and water services.

[K] All storm drainage facilities, electrical, gas, telephone services and other utilities shall be placed underground in conformance with city standards.

[L] No mobile home park shall allow more than [] mobile home spaces per gross acre.

[M] Setbacks. All structures and mobile homes shall maintain setbacks from the exterior property lines of the mobile home park in accordance with the regulations of the applicable zoning district; provided, however, that a setback of at least twenty feet shall be maintained from all exterior public roadways, so as to allow for fencing and landscaping in accordance with this section.

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

§ 16.0813.280 DEVELOPMENT STANDARDS FOR MOBILE HOME SITES OR LOTS.

The following development standards apply to all mobile home sites and lots within a mobile home park located in the City of Santa Paula.

(A) Occupancy. Each mobile home site or lot must accommodate only one mobile home, recreational vehicle, or commercial coach.

(B) Drainage. The area beneath each mobile home must be sloped to provide for drainage from beneath the mobile home to an outside surface drainage facility.

(C) Lot/space area and dimensions. Each mobile home site or lot must contain a minimum area of 3,500 square feet for exclusive use by the occupants of the site or lot. For mobile home subdivisions, each individual lot must conform to the minimum requirements established for the zone in which the subdivision is located. Each site or lot must have a minimum width of 45 feet and a minimum depth of 65 feet.

(D) Accessory structures.

(1) Accessory buildings and structures located on a mobile home site or lot may extend into the required separations cited in subsection D above, provided that a minimum separation of six feet is maintained between the edge of the projection and an adjacent mobile home, building, accessory structure, or projection.

(2) Accessory buildings and structures must be set back a minimum distance of three feet from any mobile home lot line. However, carports, awnings, fences, windbreaks, and stairways may be installed to the lot line.

(E) Site or lot coverage. The area of a mobile home or lot site covered by the mobile home and all accessory buildings and structures must not exceed 75% of the site or lot area.

(F) Required landscaping. A minimum of 20% of each mobile home site or lot must be landscaped with plant materials, including at least one tree on each space.

(G) Lot access. Each mobile home site or lot must have direct access to an abutting roadway that provides circulation throughout the mobile home park or subdivision.

(H) Each mobile home park shall provide a minimum of two parking space(s) for each lot/space.

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

§ 16.~~0813~~.290 OTHER APPLICABLE REGULATIONS.

In addition to the requirements contained in this division, the following additional requirements contained in this Title 16 apply to mobile home parks and subdivisions:

Chapter 16.40: General Property Development Standards

Chapter 16.46: Off-Street Parking and Loading

Chapter 16.48: Signs

Chapter 16.54 - 16.76: Standards for Specific Land Uses

Chapter 16.112: Nonconforming Uses

Chapter 16.114: Nonconforming Structures

Chapter 16.116: Nonconforming Lots

Chapter 16.230: Home Occupations

Chapter 16.80: Subdivisions

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

§ 16.~~0813~~.300 [RESERVED.]

DIVISION 7: DENSITY BONUSES AND OTHER AFFORDABLE HOUSING INCENTIVES.
CONCESSIONS

§ 16.~~0813~~.310 PURPOSE AND INTENT.

~~The purpose of this~~This Division is to allow density bonuses and other affordable housing incentives to qualifying projects in accordance with State law, including, but not limited to, intended to implement state law requirements to provide housing opportunities for very low, low and moderate income persons. All projects qualifying for a density bonus are subject to the city's growth management allocation procedures and requirements. In enacting this Division it is the city's intent to implement Cal. Gov't Code §§ 65915, et seq. as follows:

- ~~—(A) Allow higher density for residential projects when developers guarantee that a portion of their housing development will be affordable to households of very low, low or moderate income and seniors;~~
- ~~—(B) Allow higher density for residential projects when developers donate land to develop dwelling units for very low, low or moderate income households;~~
- ~~—(C) Ensure affordable units are constructed and located to appear similar to market-rate units;~~
- ~~—(D) Allow higher density, incentives, or concessions for residential projects where developers provide child care facilities; and~~
- ~~—(E) Allow certain concessions when needed to offset the costs of developing affordable housing for very low, low and moderate income households.~~

(Ord. 1173, passed 7-2-07)

§ 16.~~0813~~.32011 DEFINITIONS.

Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this Division. Words and phrases not defined by this Division have the meaning set forth elsewhere in this Development Code, the Cal. Health & Safety Code, or Cal. Gov't Code. State law definitions, as they may be amended from time to time, control over the definitions in this Section. Where the definitions are provided by State law, the citation to the statute follows.

~~—AFFORDABLE HOUSING COSTS—Has the same meaning as set forth in Cal. Health & Safety Code § 50052.5, or any successor statute or regulation.~~

~~—AFFORDABLE RENTS—Has the same meaning as set forth in Cal. Health & Safety Code § 50053, or any successor statute or regulation.~~

~~—AFFORDABLE SALE PRICE—Means the price for a dwelling unit that can be financed by a fixed rate mortgage where the monthly payment constitutes an affordable housing cost. The monthly payment must include the principal plus interest plus taxes plus homeowner's association fees (if applicable).~~

~~—AFFORDABLE UNITS—Means 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 low- or very low-income households.~~

DENSITY BONUS - Means an increase over the otherwise allowable maximum allowable residential density as of the date of the application to for a property qualifying project. (Cal. Gov't Code § 65915(f)).

~~—DENSITY BONUS UNITS—Means additional units that may be allowed to be built if the density bonus is granted.~~

~~INCENTIVE OR CONCESSION- Means a project that qualifies for a density bonus or incentive pursuant to Cal. Gov't Code § 65915(b), a relaxation of development standards or zoning requirements which results in identifiable cost reductions where such incentives and concessions are consistent with the general plan, including, without limitation, reductions in setback; square footage or lot size requirements; the ratio of vehicle parking spaces that would otherwise be required; or approval of mixed use zoning if commercial, office or other land uses would be compatible with the housing project as well as the existing or planned development in the area where the proposed housing project will be located.~~

~~—SENIOR OR SENIOR CITIZEN—Means a person 62 years of age or older or 55 years of age or older in a senior citizen housing development of at least 35 dwelling units, or a qualified permanent resident as defined in Cal. Civil Code §§ 51.2 and 51.3. All qualifying senior projects must have significant facilities and services for seniors as defined in 42 USC 3607(b)(2).~~

~~{Ord. 1173, passed 7-2-07; Am. Ord. 1244, passed 10-15-12}~~

§ 16.0813.32012 DENSITY BONUSES AND INCENTIVES~~CONCESSIONS~~—IN GENERAL.

The density bonuses and other affordable housing incentives required by State law, including, but not limited to, Cal. Gov't Code §§ 65915, et seq., shall be available to applicants for qualifying projects on the terms and conditions specified in State law.

Nothing in this Division constitutes a waiver of any discretionary or ministerial approval required by this Development Code.

{Ord. 1173, passed 7-2-07}

§ 16.0813.33013 NO WAIVER DETERMINATION OF BONUS.

Except as required by State law, nothing in this Division constitutes a waiver of any discretionary or ministerial approval required by this Development Code.

—Applicants who request a density bonus and agree to construct a residential project of five or more dwelling units may be granted a density bonus. All density bonuses referred to in this section are a specified percentage over the maximum density permitted in the underlying zone district.

—(A) A density bonus of 20% will be granted to projects in which one or more of the following is included:

—(1) At least 5% of the total dwelling units of a housing development are restricted to very low income households. An additional 2.5% density bonus will be granted for each additional 1% increase of very low income restricted dwelling units above 5%, to a maximum density bonus of 35%, as illustrated in Table 1, Application of Density Bonus;

—(2) At least 10% of the total dwelling units of a housing development are restricted to low income households. An additional 1.5% density bonus will be granted for each additional 1.5% of low income restricted dwelling units above 10%, to a maximum density bonus of 35%, as illustrated in Table 1, Application of Density Bonus;

—(3) Senior citizen housing developments of 35 or more units in which 100% of the units are provided to qualifying residents; or

—(4) At least 10% of the total dwelling units of a common interest development are restricted to moderate income households, provided that all units in the development are offered to the public for purchase.

—(B) A density bonus of 5% will be granted to a condominium project or a planned unit development, that provides at least 10% of the total number of units to households of moderate income. An additional 1% density bonus will be granted for each additional 1% of moderate income restricted dwelling units above 10%, up to a maximum of 35%, as illustrated in Table 1, Application of Density Bonus.

Table 1: Application of Density Bonus For Very Low, Low and Moderate Income Units

Very Low Income Units		Low Income Units		Moderate Income Units	
% Very Low Income Units	Permitted % Density Bonus	% Low Income Units	Permitted % Density Bonus	% Moderate Income Condo/PUD units	Permitted % Density Bonus
5	20	10	20	10	5
6	22.5	11	21.5	11	6
7	25	12	23	12	7
8	27.5	13	24.5	13	8
9	30	14	26	14	9
10	32.5	15	27.5	15	10
11	35	16	29	16	11
35% Maximum Density Bonus		17	30.5	17	12
		18	32	18	13
		19	33.5	19	14
		20	35	20	15
		35% Maximum Density Bonus		21	16
				22	17
				23	18

		24	19
		25	20
		26	21
		27	22
		28	23
		29	24
		30	25
		31	26
		32	27
		33	28
		34	29
		35	30
		36	31
		37	32
		38	33
		39	34
		40	35

		35% Maximum Density Bonus
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~~—(C) A density bonus of 15% will be granted to applicants that donate sufficient real property to restrict at least 10% of the units for very low-income households. A density bonus will increase by 1% for every additional 1% of very low income restricted dwelling units above 10%, up to a maximum of 35%. All of the following conditions must be met to allow this density bonus:~~

~~—(1) Real property must be conveyed in fee simple to the city or a person who is qualified to construct affordable housing approved and designated by the city.~~

~~—(2) Real property must measure a minimum of one acre in size or be able to accommodate 40 units per acre.~~

~~—(3) Transferred real property must be appropriately designated by the General Plan for high density residential development before final project approval.~~

~~—(4) Transferred real property must be zoned for high density residential use before final project approval.~~

~~—(5) Transferred real property must be adequately served by infrastructure before final project approval.~~

~~{Ord. 1173, passed 7-2-07; Am. Ord. 1244, passed 10-15-12}~~

§ 16.0813.314 ~~CONSTRUCTION AND LOCATION OF AFFORDABLE UNITS.~~

~~—All units that are constructed for very low, low or moderate income households must meet the following minimum standards:~~

~~—(A) Distribution. Except as otherwise required, affordable units must be constructed concurrently with, or before, construction of market rate units. All affordable units must be reasonably distributed throughout the project as approved by the Planning Commission, must be constructed of similar materials and both interior and exterior must be finished at a comparable quality as the market rate units. Affordable dwelling units must measure not less than 90% of the average square footage of market rate units with the same number of bedrooms.~~

~~—(B) Comparable amenities. Residents of affordable units may not be charged for amenities not charged to other residents, including without limitation, access to recreational facilities, parking, cable TV, and interior amenities like dishwashers and microwave ovens. Optional services for all residents must be the same. Tenants of affordable units cannot be required to purchase additional services.~~

~~{Ord. 1173, passed 7-2-07}~~

~~§ 16.0813.315 AFFORDABILITY.~~

~~—Affordable units must generally be reserved for occupancy by very low or low income households for at least 30 years after the city issues certificates of occupancy. Affordable units offered for sale to moderate income households in condominiums or planned developments must generally be reserved for occupancy for at least ten years after the city issues certificates of occupancy. Such reservations must be accomplished by a recorded deed restriction or other long-term legal mechanism in a form approved by the City Attorney.~~

~~(Ord. 1173, passed 7-2-07)~~

~~§ 16.0813.316 AFFORDABLE HOUSING DENSITY BONUS AGREEMENT.~~

~~—Persons conditionally granted an affordable housing density bonus, development concession, or reduction in parking standards must enter into an agreement with the city in a form approved by the City Attorney. The agreement must, at a minimum, include the following:~~

~~—(A) The total number of units that will be constructed and the number of units that will be made affordable to very low, low or moderate-income households must be clearly stated;~~

~~—(B) The affordable units must be reserved for very low and low income households;~~

~~—(C) Resale controls must be included as a deed restriction consistent with this subsection;~~

~~—(D) If reduced parking standards were approved for the project, the number of bedrooms of each unit must be identified;~~

~~—(E) Applicant must provide written evidence to the city that initial occupants of all affordable units meet the necessary income qualifications. The property owner must provide an annual report to the city certifying tenants of qualifying rental units meet the income and rent limit requirements;~~

~~—(F) Every purchaser of moderate-income owner-occupied units must certify the unit will be the purchaser's primary place of residence, and every renter of low or very low income units must certify the unit will be occupied by the household renting the unit;~~

~~—(G) Applicant must provide written evidence to the city that initial owner occupants of moderate income units meet the necessary income qualifications. Subsequent sale of moderate income units must be limited to moderate income households, as approved by the city. In addition, sale proceeds of moderate income units sold after the first ten years of occupancy by moderate income household(s) must be distributed as follows:~~

~~—(1) Initial owner is entitled to receive the value of the down payment, documented improvements to the property and a proportional share of the unit's appreciation, in accordance with the formula in Cal. Gov't Code § 65915.~~

~~—(2) The city must receive its proportional share of appreciation of the unit in addition to the amount of the original subsidy. The city must use the proceeds within three years to promote affordable, owner-occupied housing.~~

~~{Ord. 1173, passed 7-2-07; Am. Ord. 1244, passed 10-15-12}~~

~~§ 16.0813.317 CHILD CARE FACILITIES.~~

~~—(A) The city will grant either of the following to projects that include a proposal for a child care facility located on the premises of the project:~~

~~—(1) A density bonus that is an amount of square feet of residential space that is equal to or greater than the amount of square feet in the child care facility; or~~

~~—(2) An additional concession or incentive that contributes significantly to the economic feasibility of the construction of the child care facility. The applicant must provide substantial evidence that any such concession is needed for the economic feasibility of the child care facility.~~

~~—(B) In order to receive the additional child care density bonus, the project must comply with the following requirements:~~

~~—(1) The child care facility must remain in operation for a period of time that is as long or longer than the period of time during which the density bonus units are required to remain affordable; and~~

~~—(2) Of the children who attend the child care facility, the percentage of children of very low income, low income, and moderate income households must be equal to or greater than the percentage of dwelling units that are proposed to be affordable to very low income, low income, and moderate income households.~~

~~—(C) Notwithstanding any requirement in this section, the city is not required to provide a density bonus or concession for a child care facility if it finds, based on substantial evidence, that the community has adequate existing child care facilities.~~

~~{Ord. 1173, passed 7-2-07}~~

~~§ 16.0813.318 DEVELOPMENT CONCESSIONS.~~

~~—(A) An applicant for a density bonus may submit a proposal for specific incentives or concessions. The city must allow the concessions or incentives requested by the applicant unless the city finds, based upon substantial evidence, any of the following:~~

~~—(1) The concession or incentive is not required to ensure housing costs meet affordability standards, as defined in Cal. Health & Safety Code § 50052.5, or to ensure rents in affordable units meet the requirements of this Division.~~

~~—(2) The concession or incentive would have a specific adverse impact, as defined in Cal. Gov't Code § 65589.5(d)(2), upon the public health and safety, or physical environment, or any real property that is listed in the California Register of Historical Resources, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to very low, low, and moderate-income households.~~

~~—(3) The concession or incentive would be contrary to state or federal law.~~

~~—(B) The number of city zoning or development standards that can be waived or modified must be consistent with the following table, Table 2, Affordable Housing Development Concessions:~~

Table 2: Affordable Housing Development Concessions			
Number of Concessions	Percentage Affordable Housing		
	Very Low	Low	Moderate Condos and/or PUD's
1	5%		10%
2	10%		20%
3	15%		30%
Income categories cannot be combined to achieve a greater number of concessions than that identified in this table.			

~~—(C) The applicant must provide substantial evidence that any such concession is needed to sufficiently reduce the cost of the housing development.~~

~~{Ord. 1173, passed 7-2-07; Am. Ord. 1244, passed 10-15-12}~~

~~§ 16.0813.319 PARKING STANDARDS.~~

~~—If a project qualifies for a density bonus, an applicant may request reduced parking standards for the entire project site. Reduced parking standards may be requested and will be approved even if a density bonus is not being requested. Reduced parking requirements must include guest and handicapped parking, may be provided as tandem spaces, and may be uncovered, provided the spaces are located on-site. Reduced parking standards will be as follows:~~

~~—(A) One on-site parking space per unit for units with one bedroom or less.~~

~~—(B) One and one-half on-site parking spaces per unit for units with two bedrooms.~~

~~—(C) Two on-site parking spaces per unit for units with three or more bedrooms.~~

~~{Ord. 1173, passed 7-2-07}~~

~~§ 16.0813.320 OTHER DEVELOPMENT STANDARDS.~~

~~—Applicant may request waiver of any additional development standards if the applicant provides substantial evidence that such waivers are necessary to make the project economically feasible and do not have unmitigatable impacts.~~

~~{Ord. 1173, passed 7-2-07}~~

~~§ 16.0813.321 INCLUSIONARY HOUSING REQUIREMENTS.~~

~~—The inclusionary housing requirements set forth in this Title continues to apply to all development projects, whether or not a density bonus is requested or granted. Units constructed pursuant to the inclusionary housing requirements cannot be used to seek concessions as part of the density bonus ordinance. The units requested under the density bonus ordinance are in addition to any units required under the inclusionary housing ordinance.~~

~~{Ord. 1173, passed 7-2-07}~~

~~§ 16.0813.322 CONDOMINIUM CONVERSIONS.~~

~~—Any developer converting existing rental apartments of five units or more to condominiums who seeks a density bonus, must make such application in conjunction with its tentative map application pursuant to the Subdivision Map Act, this Development Code, and consistent with Cal. Gov't Code § 65915.5. Any appeal or any concession or incentive or review by the Planning Commission or City Council, automatically requires an appeal of the underlying map to that body.~~

~~{Ord. 1173, passed 7-2-07}~~

DIVISION 9: REASONABLE ACCOMMODATION FOR DISABLED AND HANDICAPPED INDIVIDUALS

§ 16.0813.8500 PURPOSE.

This chapter is adopted in accordance with the city's police powers and as required by the Fair Housing Law. It is intended to provide equal access to residential housing throughout the city's jurisdiction regardless of an individual's physical or mental abilities.

(Ord. 1249, passed 5-6-13)

§ 16.0813.50810 DEFINITIONS.

Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this chapter. Words and phrases not defined by this chapter have the meanings stated in the Fair Housing Law and any successor statutes or regulations.

DISABLED PERSON - Means an individual who has a physical or mental impairment that limits one or more of that person's major life activities; anyone who is regarded as having such impairment; or anyone who has a medical record of having such an impairment. A DISABLED PERSON does not include individuals currently using controlled substances as defined by federal law.

FAIR HOUSING LAW - Means existing law affecting reasonable accommodation in housing including, without limitation, the reasonable accommodation required by 42 USC § 3604(f)(3)(B) and reasonable accommodation required by Cal. Gov't Code §§ 12927(c)(1) and 12955(l).

REASONABLE ACCOMMODATION - Means any request by, or on behalf of, a disabled person for a reasonable deviation from the city's strict application of its land use or building regulations as set forth in this code, or as adopted by reference in this code, in order for such disabled person to use and enjoy a dwelling.

(Ord. 1249, passed 5-6-13)

§ 16.0813.50820 NOTICE.

The city must post notice in the same manner as it posts meeting agendas advising disabled persons regarding the reasonable accommodation that may be provided in accordance with this chapter.

(Ord. 1249, passed 5-6-13)

§ 16.~~0813.50830~~ REQUESTING REASONABLE ACCOMMODATION.

(A) A disabled person or disabled person's representative may request reasonable accommodation pursuant to this chapter.

(B) The Director, or designee, must provide reasonable assistance to disabled persons, or their representatives, to seek reasonable accommodation. Such assistance must occur during any part of a request including, without limitation, the initial application and any appeal.

(C) A request for reasonable accommodation must be filed on a form provided by the Director. The application must include the following:

(1) Evidence of the property owner's consent, usually in the form of the owner's signature on the application;

(2) A description of how the property will be used by the disabled individual(s), e.g., for residential habitation, and the specific reason that reasonable accommodation is desirable;

(3) Evidence of the applicant's disability as reasonably determined by the Director including, without limitation, an individual's medical record; correspondence from a currently licensed healthcare professional; or documentation from the California Department of Motor Vehicles demonstrating that the individual qualifies for disabled parking;

(4) Verification by the applicant that the property is the primary residence of the person for whom reasonable accommodation is requested.

(D) The city cannot require a fee for filing an original application. However, the city may establish a fee for appealing decisions pursuant to City Council resolution.

(Ord. 1249, passed 5-6-13)

§ 16.~~0813.50840~~ PROCEEDINGS.

(A) Unless the Director determinates otherwise, approving a reasonable accommodation is an administrative determination by the Director without the need for a public hearing.

(B) Upon accepting a reasonable accommodation request application as complete, the Director must review the application for conformance with the provisions of this Title 16. Based on this review, the Director must act to approve, conditionally approve, or deny the application.

(C) Within 30 days of receiving a completed application, the Director must issue a statement of decisions and findings. The statement must recite, among other things, the facts and reasons for granting or denying the application.

(Ord. 1249, passed 5-6-13)

§ 16.~~0813.50850~~ ACTION BY THE DIRECTOR.

The Director may take one of the following actions:

(A) Approval. There are no conditions or requirements other than those specified by the application. After the date of final determination, the proposed project may be developed in compliance with the reasonable accommodation approved by the Director.

(B) Disapproval. When a reasonable accommodation application is disapproved, an application for the same project or a similar use on the same property cannot thereafter be accepted for a period of one year from the date of final determination, except that the Director may specify that, if the action is due to details or technical issues, this time limit does not apply.

(C) Conditional approval. Any application may be approved subject to conditions the Director deems necessary for compliance with city, state and federal regulations related to the protection of general health, welfare, and safety of the surrounding area. After the date of final determination, the proposed project may be developed in compliance with the reasonable accommodation approved by the Director along with applicable conditions of approval.

(D) Withdrawal. With the concurrence of or at the request of the applicant, any a permit application may be withdrawn. When an application is withdrawn, such action is effective immediately and is not subject to appeal. Thereafter, such application is null and void and the property must have the same status as if no application had been filed.

(Ord. 1249, passed 5-6-13)

§ 16.~~0813.50860~~ FINDINGS.

The following findings must be made in order to approve a request for reasonable accommodation:

(A) The accommodation is required due to a disability protected under relevant laws, such as the American with Disabilities Act (ADA) or Fair Housing Laws.

(B) The parcel and/or housing, which is the subject of the request for reasonable accommodation, will be occupied as the primary residence by an individual protected under the Fair Housing Laws.

(~~CB~~) The request for reasonable accommodation is necessary to make specific housing available to one or more individuals protected under the Fair Housing Laws.

(~~DC~~) The requested reasonable accommodation will not impose an undue financial or administrative burden on the city.

(~~ED~~) The requested accommodation will not require a fundamental alteration of the zoning or building laws, policies and/or other procedures of the city.

(Ord. 1249, passed 5-6-13)

§ 16.~~0813.50870~~ CONDITIONS - GENERALLY.

A reasonable accommodation granted under this chapter is subject to the following general conditions:

(A) The reasonable accommodation applies only to the specific disabled person;

(B) Changes in use or circumstances that negates the basis for the reasonable accommodation renders it void;

(C) Except as otherwise specifically accommodated pursuant to this chapter, the approved reasonable accommodation is subject to all uniform building codes as adopted by this code.

(Ord. 1249, passed 5-6-13)

§ 16.~~0813.50880~~ CONDITIONS - SPECIAL.

In addition to the general conditions, the Director may impose the following conditions:

(A) Reasonable accommodations affecting an exterior physical improvement must be designed to be substantially similar to the architectural character, colors, and texture of materials of its surrounding dwelling units; and

(B) Such additional conditions that the Director in good faith believes are required to reconcile the approved reasonable accommodation with other requirements of this code while still implementing the purpose of this chapter.

(Ord. 1249, passed 5-6-13)

§ 16.~~0813.50890~~ PERMIT APPEAL AND REVOCATION.

A reasonable accommodation request may be appealed or revoked pursuant to Chapter 16.206 of this code. Disabled persons may request reasonable accommodation in the

procedure by which an appeal will be conducted including, without limitation, extension of time periods in order to accommodate the individual's disability.

(Ord. 1249, passed 5-6-13)

§ 16.0813.51900 COMPLIANCE.

Establishment, maintenance and operation of the use or uses proposed by the application must comply with the information and specifications shown in the Director's approval.

(Ord. 1249, passed 5-6-13)

§ 16.0813.51910 ACTION IN WRITING.

The determination on each application, including any required findings and any other reasons that serve to explain the determination, and all conditions of approval, must be in writing. A copy of the written determination must be forwarded to the applicant following the date of final determination and is made available, at cost, to any person desiring a copy of such determination.

(Ord. 1249, passed 5-6-13)

§ 16.0813.51920 FINAL DETERMINATION.

The determination of the Director is effective 15 days after the date the decision is made and after all appeals, if any, are resolved.

(Ord. 1249, passed 5-6-13)

§ 16.0813.51930 ONE STOP PERMITTING.

A reasonable accommodation approved in accordance with this chapter does not require any separate permit. However, as provided in this section, a reasonable accommodation does not run with the land; it constitutes a permit issued to a specific disabled person and may be revoked or rendered void in accordance with this section.

(Ord. 1249, passed 5-6-13)

CHAPTER 16.0915: COMMERCIAL ZONES

Section

16.0915.010 Purpose and intent

16.0915.020 Land use and permit requirements

- 16.0915.030 Development standards
- 16.0915.040 Landscaping
- 16.0915.050 Outdoor use and storage
- 16.0915.060 [Reserved]
- 16.0915.070 Buffering requirements
- 16.0915.080 Design principles
- 16.0915.090 Other applicable regulations

§ 16.0915.010 PURPOSE AND INTENT.

Five commercial zones are established to preserve and enhance areas throughout the city for a variety of commercial activities, housing and employment uses that contribute to the community's economic well-being, and human and environmental health. These provisions set forth standards and procedures to ensure the compatible and mutually beneficial interaction between commercial and residential uses; to protect adjacent properties from excessive illumination, noise, traffic and other nuisances; to encourage quality development projects; to accommodate the varied needs of the business community; and, to promote affordable housing.

(A) Commercial Neighborhood (C-N). The Commercial Neighborhood (C-N) zone accommodates low-scale community-oriented stores, offices, service businesses, and residential uses. The zone provides commercial areas convenient to neighborhood residents, with limited impact in terms of traffic, noise, and on-site activity, as well as residential and mixed-use developments.

(B) Commercial Office (C-O). The Commercial Office (C-O) zone accommodates professional business offices; medical, real estate, financial, and administrative offices; and similar uses, as well as closely related service and retail businesses. Residential and mixed commercial/residential use is permitted in this zone subject to the development standards contained in this chapter.

(C) Central Business District (CBD). The Central Business District (CBD) zone provides a pedestrian-scale commercial district with an emphasis on small-scale businesses intended to serve the local community and tourists. The character of the CBD zone is intended to be that which promotes the historic identity of the past through the creation of an identifiable downtown and an emphasis on architectural style. The CBD zone will support a mix of complementary retail, service, office, civic, cultural, and residential uses. Residential use is permitted outright in this zone subject to the development standards contained in this chapter.

(D) General Commercial (C-G). The General Commercial (C-G) zone accommodates a broad range of retail and wholesale commercial enterprises, service uses, entertainment

uses, offices and other businesses that serve both local and regional customer bases. Development may consist of stand-alone stores or coordinated commercial centers. Residential use is also permitted in this zone subject to the development standards contained in this chapter.

(E) Mixed Use: Commercial/Light Industrial/Residential (C-LI). This designation allows for heavy commercial and light industrial uses to stimulate economic development. Pedestrian-oriented residential development is encouraged including large-scale infill and mixed-use. The maximum FAR for non-residential uses is 0.35. Mixed uses with residential on the upper floors and stand-alone residential uses are also allowed. Maximum residential density is 21 units per acre. Mixed-use development is also allowed in the Commercial and Commercial Office land use categories as described below.

(Ord. 1100, passed 7-6-04; Am. Ord. 1305, passed 10-7-20)

§ 16.0915.020 LAND USE AND PERMIT REQUIREMENTS.

(A) Table 0915-1 identifies the uses permitted in the C-N, C-O, C-G, C-LI and CBD zones. Retail, housing and service commercial uses represent the primary permitted uses, although other uses are allowed as accessory, conditionally permitted, and temporary uses, as indicated in Table 0915-1. Accessory uses are not permitted on any property where a permitted primary use does not already exist.

(B) Certain permitted uses and conditionally permitted uses may be subject to special conditions regarding the location, operation, or design of the use. Such uses are marked in Table 0915-1 with an asterisk (*), and the special conditions that apply are contained in Chapters 16.54 through 16.76 (Standards for Specific Land Uses) of this Title 16.

(C) For uses not listed in Table 0915-1, the provisions of § 16.03.020 (~~Planning~~ ~~Director~~ ~~Director~~ Responsibilities) of this Title 16 will apply.

(Am. Ord. 1159, passed 6-19-06; Am. Ord. 1172, passed 7-2-07; Am. Ord. 1262, passed 2-1-16; Am. Ord. 1305, passed 10-7-20)

TABLE 0915-1 Permitted and Conditional Uses - Commercial Zones					
Use	C-N	C-O	CBD	C-G	C-LI
Agricultural-Related Uses					
Agricultural Production	X	X	X	C	P

Fruit/Agriculture Stands	T	T	T	T	T
Agricultural Equipment and Supplies Sales and Repair	X	X	X	C	C
Auction, Livestock	X	X	X	X	C
Automotive/Vehicle-Related Uses					
Automobile Service Stations (fuel sales; see Chapter 16.72)	C*	C*	C*	C*	C*
Automotive Parts Sales, without Installation	X	X	C	P	P
Automotive Parts Sales, with Installation	X	X	X	C	C
Automotive Repair (Major) - bodywork/painting, engine repair	X	X	X	C	C
Automotive Repair (Minor) - lube/tune, window tinting, mufflers (not to include tractor, semi-trailer, or the like)	C	C	C	P	P
Automotive Sales (New/Used) - Car, RV, Truck	X	C	X	C	C
Automotive Wrecking	X	X	X	X	X
Car Washes, Full Service and Self Service	X	X	X	C	C
Truck Stop & Repair	X	X	X	X	C
Vehicle Impound or Storage Yard	X	X	X	X	X
Vehicle Leasing/Rental	X	C	X	C	C
Vehicle Storage Facility, including RVs and Boats	C	X	X	C	C

Boarding and Lodging Facilities					
Bed and Breakfast Inn	C	C	C	C	C
Boardinghouse/Roominghouse	X	X	X	C	X
Congregate Care Housing Facility	X	C	C	C	X
Hotels/Motels	X	X	C	C	C
Conference Facility	X	C	C	C	C
Eating/Drinking Establishments					
Coffee, Juice Café	P	P	P	P	P
Delicatessen/Sandwich Shop (no alcoholic beverage sales)	P	P	P	P	P
Restaurant with no drive-through (a)	C	C	P	P	P
Restaurant with drive-through (see Chapter 16.66) (a)	X	X	X	C*	C*
Restaurant, Fast-food (a)	X	X	C	C	C
Restaurant (outdoor dining on private property) (a)	C	C	P*	P	P
Restaurant (outdoor dining on public right-of-way) (See Chapter 124) (a)	C	C	P*	C	C
Night Club/Bar/Lounge (a)	X	X	C	C	C
Entertainment/Recreation Uses					
Adult Business/Entertainment Enterprise (see Chapter 16.54)	X	X	X	X	C*

Amusement Park	X	X	X	C	C
Amusement Arcade or Center (see Chapter 16.56)	X	X	C*	C*	C*
Auditorium, Convention Halls, and Theaters	X	X	X	C	C
Batting Cage, Driving Range, or Similar Outdoor Sporting facility	C	C	X	P	C
Billiard/Pool Hall (a)	X	X	C	C	C
Bowling Alley	X	X	C	C	C
Café Entertainment (See Chapter 124)	X	X	D	X	X
Cultural Center	P	P	P	P	P
Health/Athletic Club	X	C	P	C	C
Indoor Recreation Center	C	C	C	C	C
Library or Museum	P	P	P	P	P
Massage Establishment (see Chapter 119 of Title 11)	X	X	C	C	C
Miniature Golf	X	X	X	C	C
Rodeo Arena	X	X	X	X	X
Skate Park or Rink	X	X	X	C	C
Slot Car Racing	X	X	X	C	C
Theater, Cinema (Movie)	X	X	C	C	P

Theater, Stage	C	X	C	C	C
Financial Institutions					
Banks, Savings and Loans, and Credit Unions	P	P	P	P	P
Medical/Care Facilities					
Blood Bank	X	C	C	C	C
Day Care Home, Large Family - Adult or Child (See Chapter 16.60)	C*	A*	C*	C*	X
Day Care Home, Small Family - Adult or Child (See Chapter 16.60)	C*	A*	C*	C*	X
Child Day Care Center (See Chapter 16.60)	C*	C*	C*	P*	C*
Clinic, Outpatient	X	C	C	C	X
Community Care Facility (see Chapter 16.64)	X	C*	C*	C*	X
Drug and Alcohol Clinic/Rehabilitation (See Community Care Facility)	---	---	---	---	---
Convalescent Home or Hospital	C	C	C	C	C
Emergency Shelter	X	C	X	C	C
Hospital/Surgery (See Civic/Institutional Zone)	X	X	X	X	X
Medical Laboratory	X	X	X	C	C
Medical Office (see Professional & Administrative Offices)	---	---	---	---	---
Urgent Care Facility	X	C	C	C	C

Personal Service					
Barber/Beauty/Nail Shop	P	P	P	P	C
Dance/Music Schools/Martial Arts Studio	C	X	C	P	X
Dry Cleaner without on-site cleaning facilities	P	P	P	P	X
Dry Cleaner with on-site cleaning facilities	X	X	X	C	C
Laundromat	P	X	X	P	X
Leather, Luggage and Shoe Repair	P	P	P	P	X
Professional and Administrative Offices					
Office - Medical, Dental, Optometry, Chiropractic and the like	P	P	P	P	P
Office - Business or Professional	P	P	P	P	P
Veterinary Office	C	C	C	P	X
Residential Uses					
Live/work studio	P	P	P	P	P
Dwelling, Multi-Family	P	P	P	P	P
Dwelling, Single-Family	P	P	P	P	P
Mixed Use Residential and Commercial Development (See Subsection 16.0915.030(D)) (b)	P	P	P	P	P

Home Occupations	P	P	P	P	P
Retail Commercial					
Antique Store (see also "Thrift Store")	P	P	P	P	X
Art Galleries and Studios	P	P	P	P	X
Auction businesses conducted within a building, excluding livestock sales	X	X	X	C	C
Automotive (see Automotive/Vehicle- Related Uses above)	---	---	---	---	---
Bakery, Retail (with or without on-premises baking)	P	P	P	P	P
Book Store	P	P	P	P	P
Clothing/Apparel Sales	P	P	P	P	P
Confectionary Store, Candy Sales	P	P	P	P	C
Convenience Store or Mini-market (a)	C	C	C	C	C
Department Store	X	X	C	P	P
Discount Store	P	X	C	P	C
Fabric & Craft Store	P	P	P	P	P
Flower/Gift Shop	P	P	P	P	P
Furniture, Furnishings and Appliances (Sales)	P	P	P	P	P
Grocery Store or Market	C	C	C	C	C

Hardware Store	P	X	P	P	C
Home Improvement Store with Outdoor Display of Lumber/Garden	X	X	X	C	C
Jewelry Store	P	P	P	P	C
Liquor Store (see Chapter 16.58) (a)	C*	X	C*	C*	C*
Mobile Home Sales	X	X	X	C	C
Music Store	P	P	P	P	C
Nurseries/Garden Supplies	X	X	X	P	P
Office Supplies/Equipment	X	P	P	P	P
Pet Shop/Store	X	X	C	P	P
Pharmacy	C	P	P	P	P
Plumbing Supplies	X	X	X	P	P
Shopping Center A (less than 50,000 gross square feet of leasable area)	C	X	C	C	C
Shopping Center B (from 50,000 gross square feet up to 150,000 square feet of leasable area)	X	X	X	C	C
Shopping Center C (from 150,000 gross square feet up to 400,000 square feet of leasable area)	X	X	X	C	C
Shopping Center D (over 400,000 gross square feet of leasable area)	X	X	X	X	C
Thrift Store, Secondhand Store or Sales (see also "Antique Store")	X	X	C	C	X

Warehouse Retail Store	X	X	X	C	C
Service Commercial					
Catering Service	C	C	C	P	P
Cleaning/Janitorial	X	P	X	P	P
Copy Center/Postal Center	P	P	P	P	X
Equipment Rental/Sales/Service Yard	X	X	X	C	C
Interior Design Shop	P	P	P	P	X
Laboratories (film, medical/dental)	X	C	X	C	C
Photography Shop/Studio/Film Processing	P	P	P	P	X
Printing/Publishing Facilities	X	P	C	P	P
Recycling Center (See Industrial Zones for Recycling Facility)	X	X	X	C*	C*
Travel Agency	P	P	P	P	P
Welding/Repair and Related Uses	X	X	X	C	C
Other					
Alcoholic Sales (See Chapter 16.58)	C	C	C	C	C
Antenna, Satellite or Dish (See Section 16.50.020)	A*	A*	A*	A*	A*
Antenna, Wireless Communications (See Chapter 16.50)	C*	C*	C*	C*	C*

Assembly Halls (includes Church, Temple, or Other Religious Institutions) (see Chapter 16.62)	C*	C*	C*	C*	C*
Cannabis Delivery	X	X	X	X	X
Commercial Cannabis Activities	X	X	X	X	X
Cultivation of Cannabis or Medical Marijuana	X	X	X	X	X
Carnival	X	T	T	T	T
Cemetery	X	X	X	C	C
Check Cashing Business	C	X	C	P	C
Club, Lodge, and Meeting Hall (See Assembly Hall above)	---	---	---	---	---
Educational Institutions (Public or Private)	C	P	C	P	P
Drive-Thru Establishment, Non-Restaurant (see Chapter 16.66)	X	C*	X	C*	C*
Funeral Parlor/Mortuary	X	C	X	C	C
Media Broadcasting Station	C	C	C	C	C
Newsrack (See Chapter 16.68)	A*	A*	A*	A*	A*
Parking Lot for off-site use	C	C	C	C	C
Pawn Shop	X	X	C	P	X
Utility Substation	C	C	C	C	C

Swap Meet/Flea Market	X	X	T	T	T
Tattoo Studio	X	X	C	C	X
Trade/Technical School	X	P	C	P	P
Wedding Chapel	C	C	C	C	X

Key: P = Permitted Use A = Permitted as an Accessory Use

C = Conditional Use Permit Required T = Temporary Use Only, Permit Required
(See Chapter 16.218) * = Special use conditions and/or development standards apply

X = Not Permitted --- = Not Applicable. See comment in "use" field.

D = Dining Entertainment Permit Required

Notes: (a) Any use involving alcoholic beverage sales requires a Conditional Use Permit.

(b) Density bonus may apply

For uses not listed in Table 15-1, the provisions of Section 16.03.020 of this Title 16 will apply. However, in no case will a building exceed 4 stories or 50 feet in the C-G zone, and 8 stories or 100 feet in the C-LI zone.

TABLE 15-2

Development Standards - Commercial Zones

<i>Development Standards</i>		<i>Zone</i>				
		<i>C-N</i>	<i>C-O</i>	<i>CBD (a)</i>	<i>C-G</i>	<i>C-LI</i>
<i>Development Standards</i>	<i>Zone</i>					
	<i>C-N</i>	<i>C-O</i>	<i>CBD (a)</i>	<i>C-G</i>	<i>C-LI</i>	

1. Floor Area Ratio (FAR)- Maximum (b)	0.25 non- residential	0.5 non- residential	2.0 non- residential	0.35 non- residential	0.35 non- residential
2. Residential Density	1 unit/business	29 units/acre	No maximum	29 units/acre	21 units/acre
3. Front Yard Setback - Minimum	10 ft.	10 ft.	0 sf, or 10 ft. if across the street from a residential zone	10 ft.	10 ft.
4. Side Yard Setback - Minimum					
• Street Side	10 ft.	10 ft.	0 ft.	10 ft.	10 ft.
• Interior	5 ft.	5 ft.	0 ft.	5 ft.	5 ft.
• Abutting residential zone	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.
5. Rear Yard Setback-Minimum	10 ft.	5 ft.	0 ft.	5 ft.	0 ft.
• Abutting residential zone	10 ft.	10 ft.	10 ft.	10 ft.	25 ft.
6. Lot Coverage (Maximum) (c)	75%	75%	100%	80%	80%
7. Building Height (Maximum)	1 story or 20 ft.	2-1/2 stories or 35 ft.	3 stories or 45 ft.	3 stories or 45 ft. (d)	3 stories or 45 ft. (d)

Abbreviations: sf = square feet, ft. = feet

Notes: (a) See additional standards for CBD zone for development requirements and exceptions (Section 16.15.030 (C)).

(b) Additional FAR may be approved through Conditional Use Permit review and approval.

(c) Lot coverage includes building footprint, storage areas, driveways, parking lot, and other impervious surface areas.

(d) Additional building height or stories may be approved through Conditional Use Permit review and approval. However, in no case will a building exceed 4 stories or 50 feet in the C-G zone, and 8 stories or 100 feet in the C-LI zone.

§ 16.0915.030 DEVELOPMENT STANDARDS.

(A) Table 0915-2 identifies the development standards applicable to all development in the C-N, C-O, CBD, C-G, and C-LI zones.

(B) Those lots shown on an approved and recorded subdivision map or certificate of compliance may be used as a building site irrespective of the minimum lot size, lot width, and lot depth standards set forth in Table 0915-2 .

(C) Additional standards for Central Business District (CBD) Zone. In addition to the development standards contained in Table 0915-2, the following standards apply to development in the CBD zone.

(1) Shared parking. Shared parking is encouraged pursuant to the provisions of § 16.46.060 of this Title 16.

(2) Zero Lot Line on Main Street between 7th Street and 12th Street.

(a) Either the first floor or the second floor must be built to and parallel with the front property line.

(b) The second floor of all structures must be built to and parallel with the front property line, except that up to 50% of the second floor frontage may be set back only if the first floor is built to and parallel to the front property line.

(3) Encroachment into required setbacks.

(a) Architectural features may project up to three feet beyond the property or right-of-way line, provided such projection is a minimum of eight feet above the highest point of publicly owned ground over which such features project. No feature may project into any adjoining privately owned parcel, nor obstruct a vehicle access route or parking area.

(b) Awnings may project up to eight feet beyond the property or right-of-way line, provided such projection is a minimum of 12 feet above the highest point of ground over which the awning projects.

(4) Mechanical/electrical equipment and satellite dish antennae. All mechanical/electrical equipment and satellite dish antennae must be screened by architectural treatments compatible with the architecture of the building they serve. All rooftop equipment must be placed behind a permanent parapet wall or equipment screen so that it is completely screened from view from the ground level.

(5) Outdoor dining.

(a) Restaurants with outdoor dining areas on private property are permitted.

(b) Restaurants with outdoor dining areas on public property or right-of-way may obtain a permit pursuant to Chapter 124 of this Code.

(6) Design guidelines. All development must comply with the Design Guidelines for Downtown Santa Paula, adopted by resolution of the City Council.

(D) Standards for Mixed-Use Development.

(1) Mixed-use developments that contain both commercial and residential uses must comply with the following standards:

(a) Retail/commercial uses must be located on the ground floor level in the entire portion of the building fronting the primary street, and must occupy a minimum of 30% of the ground floor area.

(b) Residential dwelling units, cultural uses, and office uses are allowed on the second and third floors, and behind the ground floor retail/commercial use.

(c) Separate entrances to the different use occupancies must be provided for residential and nonresidential uses. When possible, separate entrances to residential units must be provided in the front of the building. Separations will be reviewed through the applicable discretionary permit review process. Adequate soundproofing and odor control between residential and nonresidential uses must be provided.

(Ord. 1100, passed 7-6-04; Am. Ord. 1151, passed 1-3-06; Am. Ord. 1159, passed 6-19-06; Am. Ord. 1305, passed 10-7-20)

§ 16.0915.040 LANDSCAPING.

(A) Purpose. Landscaping is to be used to provide attractive planted areas that complement buildings on a site, to reduce heat and glare, to control soil erosion, and to screen incompatible land uses.

(B) Landscaping requirements.

(1) Landscape coverage of a building site must be provided as follows:

Zone	% Coverage Required (Minimum)
C-N	25%
C-O	25%
CBD	0%
Zero-lot-line:	10%
All other:	
C-G, C-LI	20%

Such landscaping may include any landscaping required in off-street parking areas.

(2) Along any property line abutting a residential zone, a minimum 10-foot landscaped setback must be provided in all commercial zones. One tree must be provided for each 20 linear feet of such setback buffer.

(3) All required front yards and street facing side yards must be landscaped.

(4) Landscaping of required off-street parking areas must be provided as set forth in § 16.46.100 (Landscaping Requirements) of Chapter 16.46 (Off-Street Parking and Loading) of this Title 16.

(5) No more than 15% of any required landscaped area may consist of hardscape or other non-plant materials such as fountains, rocks, bark, masonry or brickwork, walkways, or similar feature.

(6) Landscaped areas must have a minimum width of five feet, including any curbs or similar borders. Narrower landscaped areas may be provided but must not be counted toward meeting the coverage requirements set forth in paragraph 1 above.

(7) Any area within required setbacks not used for other purposes must be landscaped.

(8) Landscaping used to screen storage areas, trash enclosures, parking areas, public utilities, and other similar building features must be planted at a height and density to provide the desired screening effect within three years of initial planting.

(9) Street trees must be provided consistent with City Resolution 3675 establishing guidelines for the preparation of landscape and irrigation plans.

(10) All landscaping must comply with City Resolution 3675 establishing guidelines for the preparation of landscape and irrigation plans.

(C) Irrigation required. All required landscape areas must be provided with permanent irrigation systems suitable for the type of landscaping provided.

(D) Landscape maintenance. All landscaping must be permanently maintained in a neat and healthy condition. Maintenance of approved landscaped installations must consist of regular watering, pruning, fertilizing, clearing of debris and weeds, the removal and replacement of dead plants, and the repair and replacement of irrigation systems.

(E) Landscape and irrigation plans required.

(1) Landscape and irrigation plans are required for all development proposals in any commercial zone. The plan must indicate the square footage of each landscaped area, report the total square footage devoted to landscaping, identify each landscaping area and the types of plants to be provided therein, list the container size of each plant, and clearly portray the entire landscaping layout and irrigation system.

(2) Landscape design plans must be prepared by a California Registered Landscape Architect, unless such requirement is waived by the ~~Planning Director~~Director or designee.

(3) No building permit may be issued until landscaping and irrigation plans have been reviewed and approved by the ~~Planning Director~~Director or designee. The Landscape Architect must certify the plans have been implemented according to the approved plans.

(F) Water-conserving features. Landscape and irrigation plans are encouraged to take full advantage of the wide range of drought-tolerant landscape material and low-water-flow irrigation systems available within the framework established by this section, except where such action conflicts with adopted fire prevention plans, or the Fire Chief determines that such would create a fire hazard.

(Ord. 1100, passed 7-6-04; Am. Ord. 1305, passed 10-7-20)

§ 16.~~0915~~.050 OUTDOOR USE AND STORAGE.

(A) C-N, C-O, and C-G Zones. All uses within the C-N, C-O, and C-G zones must be conducted entirely within a completely enclosed building, with the exception of parking and loading facilities, the permitted display of vehicles, and permitted temporary uses. No outdoor storage is permitted.

(B) CBD Zone - Outdoor Display of Merchandise.

(1) It is unlawful to display merchandise on public property without a valid encroachment permit issued pursuant to this code.

(2) Merchandise cannot project more than four feet beyond the store front.

(3) Merchandise can be displayed outside only during business hours.

(4) The aggregate merchandise display area cannot exceed 50% of the linear frontage of the store front or six linear feet, whichever is greater.

(5) It is unlawful to display merchandise as follows: in such a manner as to present a hazard to safety; impede the normal flow of vehicular or pedestrian traffic; create a display

that is detrimental to the appearance of the premises and surrounding property; or is in any other manner detrimental to the public health, safety, welfare.

(6) Required parking spaces cannot be used for merchandise displays.

(C) C-LI Zone.

(1) All sales and manufacturing activity, with the exception of vehicle sales, must occur within a fully enclosed building or other approved interior space to the principal building.

(2) Outdoor storage is permitted only within a rear or interior side yard. Such storage must be entirely shielded from view from any public right-of-way and from adjacent properties by a combination of fencing, walls, and/or landscaping. All screening materials must be neatly maintained, kept in good repair, and erected and maintained in a manner that achieves all intended screening purposes. The design, materials, and location of the screening is subject to the approval of the ~~Planning Director~~Director or designee.

(Ord. 1100, passed 7-6-04; Am. Ord. 1201, passed 2-17-09; Am. Ord. 1305, passed 10-7-20)

§ 16.~~0915~~.060 [RESERVED.]

§ 16.~~0915~~.070 BUFFERING REQUIREMENTS.

Where a commercial, office or industrial/ manufacturing use abuts a property in a residential zone, a masonry wall of minimum height six feet, with screen landscaping, must be erected and maintained between the two uses. The wall is measured from the highest adjacent grade. Masonry walls greater than 40 feet in total length must be designed with architectural columns at intervals lengths of between 12 to 16 feet. Landscape screening of the wall must also be provided on the commercial property.

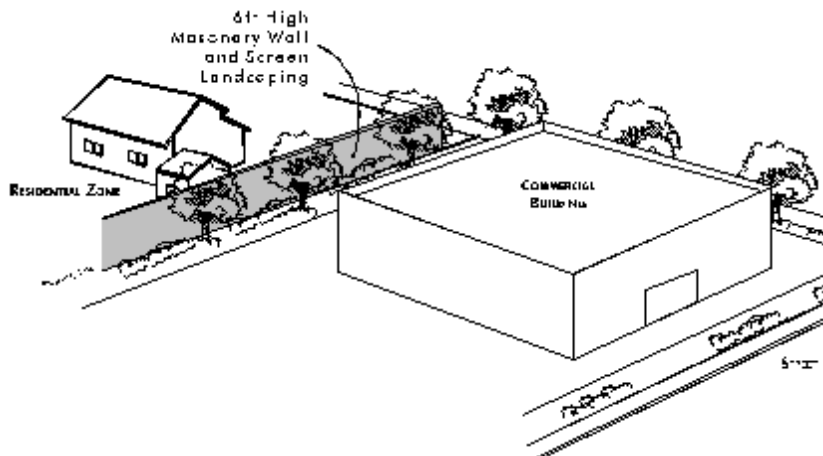


Figure ~~0915~~-1

Buffering of Commercial Uses

(Ord. 1100, passed 7-6-04; Am. Ord. 1305, passed 10-7-20)

§ 16.~~0915~~.080 DESIGN PRINCIPLES.

The design of structures on the industrial zoned lots must comply with the Design Review guidelines as adopted under City Council Resolution 5298, and the Downtown Development Report.

(Ord. 1100, passed 7-6-04; Am. Ord. 1305, passed 10-7-20)

§ 16.~~0915~~.090 OTHER APPLICABLE REGULATIONS.

In addition to the requirements contained in this Chapter 16.15, the following applicable requirements in this Title 16 will apply to development in commercial zones:

Chapter 16.40: General Property Development Standards

Chapter 16.42: Performance Standards

Chapter 16.44: Fences, Wall, and Hedges

Chapter 16.46: Off-Street Parking and Loading

Chapter 16.48: Signs

Chapter 16.50: Antennas and Other Telecommunications Facilities

Chapter 16.54 - 16.76: Standards for Specific Land Uses

Chapters 16.110-16.118: Nonconformities

(Ord. 1100, passed 7-6-04; Am. Ord. 1159, passed 6-19-06; Am. Ord. 1305, passed 10-7-20)

CHAPTER 16.~~1123~~: INSTITUTIONAL/CIVIC ZONE

Section

16.~~1123~~.010 Purpose and intent

16.~~1123~~.020 Land use and permit requirements

16.~~1123~~.030 Development standards

16.~~1123~~.040 Landscaping

16.~~1123~~.050 Other applicable regulations

§ 16.~~1123~~.010 PURPOSE AND INTENT.

(A) The purpose of the Institutional/Civic (IN) zone is to provide adequate space for community facilities of a public or quasi-public nature in locations best suited to serve the needs of the community, to protect such lands from intrusion by other uses, and to set forth those development standards necessary to ensure that such uses will be compatible with surrounding land uses.

(B) Civic and institutional uses generally are located on parcels throughout the city surrounded by a multitude of other zones and land uses. In order to make civic and institutional uses compatible with their surrounding uses, the development standards contained in this chapter are based upon the development standards applicable to zones adjoining proposed civic and institutional uses.

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

§ 16.1123.020 LAND USE AND PERMIT REQUIREMENTS.

(A) Permitted uses. Permitted uses in the Institutional/Civic zone are as follows:

(1) Park and recreation facilities such as parks, trails, linear parks, open space, and flood control facilities.

(2) Public schools, colleges, and similar public educational institutions.

(3) Civic buildings such as City Hall, community center, and fire station.

(B) Uses requiring a Conditional Use Permit. The following uses may be permitted subject to Conditional Use Permit review pursuant to Chapter 16.218 (Conditional Use Permits) of this Title 16. Special conditions that may apply to these or other institutional/civic uses are contained in Chapters 16.54 through 16.76 (Standards for Specific Land Uses) of this Title 16.

(1) Private recreation facilities.

(2) Public and private golf courses.

(3) Public and private utility facilities such as water treatment plants, sewage treatment plants, and electric power transformer and distribution facilities.

(4) Cemeteries.

(5) Hospitals and medical clinics.

(C) Use requiring a Temporary Use Permit. The following uses may be permitted with a Temporary Use Permit pursuant to Chapter 16.228 (Temporary Use Permits) of this Title 16. One-time or annually occurring events such as

(1) One-time or annually occurring events such as Arts and craft shows and exhibits.

(2) Carnivals.

~~___(3) eCircuses.~~

~~___(4) fFairs.~~

~~___(5) sSeasonal outdoor sales, and~~

~~___(6) fFarmers' markets.~~

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

§ 16.1123.030 DEVELOPMENT STANDARDS.

(A) The development standards applicable to the zone adjoining any property zoned Institutional/Civic will apply to that Institutional/Civic-zoned property. Where more than one zone adjoins the Institutional/Civic-zoned property and the requirements of adjoining properties are different, the standards of the adjoining zones will be averaged to determine the applicable standards for the Institutional/Civic property.

(B) Along any property line of a parcel in the Institutional/Civic zone which adjoins a residential zone, a solid masonry wall not less than six feet high must be built and maintained at such property line. The required wall may be replaced by suitable landscaping of a screening nature, approved by the ~~Planning Director~~Director, which must be continuously maintained to achieve the desired screening effect.

(C) All mechanical and electrical equipment, including duct work and piping, whether located at ground or rooftop level, must be screened from the view of an adjacent property or public right-of-way in a manner which is reasonably compatible and harmonious with the architectural style and detail of the building and must be located in a position satisfactory to the Fire Marshal and ~~Planning Director~~Director or their designees.

(D) Outdoor storage of materials, products, and equipment, and any other outdoor use must be screened on all sides from view of adjacent properties and public rights-of-way, as directed by the ~~Planning Director~~Director.

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

§ 16.1123.040 LANDSCAPING.

(A) Purpose. Landscaping is to be used to provide attractive planted areas which complement buildings on site, reduce heat and glare, control soil erosion, and screen storage and parking areas.

(B) Landscaping requirements.

(1) Landscaping must cover a minimum of 20% of the building site. Such landscaping must be provided inclusive of any landscaping required in off-street parking areas (see § 16.46.140).

(2) All required front yards and street facing side yards must be landscaped.

(3) Landscaping of required off-street parking areas must be provided as set forth in § 16.46.100 (Landscaping Requirements) of Chapter 16.46 (Off-Street Parking and Loading) of this Title 16.

(4) No more than 20% of any required landscaped area may consist of hardscape or other non-plant materials such as fountains, rocks, masonry or brick work, paving, or similar feature.

(C) Irrigation required. All required landscape areas must be provided with permanent automatic irrigation systems suitable for the type of landscaping provided.

(D) Maintenance required. All landscaping must be permanently maintained in a neat and healthy condition and in a manner that prevents adverse public health, safety, and welfare effects. Maintenance of approved landscaped installations must consist of regular watering, pruning, fertilizing, clearing of debris and weeds, removal and replacement of dead plants, and repair and replacement of irrigation systems.

(E) Landscape and irrigation plans required.

(1) Landscape and irrigation plans are required for all development proposals. Such plans must indicate the square footage of each landscaped area, report the total square footage devoted to landscaping, identify each landscaping area and the types of plants to be provided therein, list the container size of each plant, and clearly portray the entire landscaping layout and irrigation system.

(2) No building permit will be issued until landscaping and irrigation plans have been reviewed and approved by the ~~Planning Director~~Director.

(F) Water-conserving features. Landscape and irrigation plans must take full advantage of available drought-tolerant landscape materials and low-water-flow irrigation systems, except where such action conflicts with adopted fire prevention plans, or the Fire Chief determines that such would create a fire hazard.

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

§ 16.~~1123~~.050 OTHER APPLICABLE REGULATIONS.

Chapter 16.46: Off-Street Parking and Loading

Chapter 16.48: Signs

Chapters 16.54 -16.76: Standards for Specific Land Uses

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

CHAPTER 16.~~1225~~: SPECIFIC PLAN ZONE

Section

- 16.1225.010 Purpose and intent
- 16.1225.020 Specific Plan zones established
- 16.1225.030 Minimum requirements for Specific Plans
- 16.1225.040 Compliance with approved Specific Plan

§ 16.1225.010 PURPOSE AND INTENT.

Specific Plans are recognized as planning tools that facilitate the logical, coordinated planning of a large area for a variety of land uses and types of development. The Specific Plan (SP) zone is established to provide maximum flexibility in the development of large properties that may benefit from unique or special land use and design policies and standards not otherwise possible under conventional zoning controls, and to establish uniform procedures for the adoption and implementation of specific plans.

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

§ 16.1225.020 SPECIFIC PLAN ZONES ESTABLISHED.

Each specific plan area in the city will be identified on the zoning map by a number. The numbers will refer to the following specific plans:

- SP-1 Adams Canyon
- SP-2 Fagan Canyon
- SP-3 East Area 1
- SP-4 East Area 2
- SP-5 South Mountain
- SP-6 West Area 2
- SP-7 Airpark

(Ord. 1100, passed 7-6-04; Am. Ord. 1182, passed 2-4-08)

§ 16.1225.030 MINIMUM REQUIREMENTS FOR SPECIFIC PLANS.

Chapter 16.216 (Specific Plans) of this Title 16 identifies the required contents and submittal requirements for all specific plans.

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

§ 16.1225.040 COMPLIANCE WITH APPROVED SPECIFIC PLAN.

(A) When a specific plan is adopted for an area, the specific plan's land use designations, standards, and other requirements will supersede and control any contrary provision of this chapter. On issues that an adopted specific plan is silent, development within the specific plan area will be implemented pursuant to the development standards and procedures in this Title 16.

(B) All subdivision, public works projects, development agreements, and other development- related activity within a specific plan zone must be consistent with the adopted specific plan for that area. Land projects cannot be approved in an area zoned Specific Plan if a specific plan has not been adopted for that area.

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

CHAPTER 16.14 29: RAILROAD OVERLAY ZONE

Section

16.1429.010 Purpose and intent

16.1429.020 Land use regulations

16.1429.030 Additional development standards

§ 16.1429.010 PURPOSE AND INTENT.

(A) The Railroad (RR) overlay zone is to provide for additional property maintenance standards and use regulations on those properties adjacent to railroad rights-of-way used for both freight, commercial passenger, and tourist-oriented rail travel.

(B) The (RR) overlay zone may be used only in conjunction with an underlying zone.

(C) The boundaries of the (RR) overlay correspond to the boundaries of the railroad corridor, as identified in the City of Santa Paula Land Use Element, which is 100 feet wide, with 50 feet on each side of the centerline of the track. This area is approximately 200 feet wide adjacent to Santa Paula Depot between Davis Street and Ojai Street.

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

§ 16.1429.020 LAND USE REGULATIONS.

(A) Permitted uses. In addition to uses permitted in the underlying zone, the following uses are permitted:

(1) Tourist-oriented commercial uses where the underlying zone is commercial or industrial in nature.

(2) Hiking, biking, and similar recreational trails.

(B) Conditional uses. In addition to uses permitted in the underlying zone, the following use(s) may be permitted subject to Conditional Use Permit review pursuant to Chapter 16.218 (Conditional Use Permits) of this Title 16:

(1) Train station.

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

§ 16.1429.030 ADDITIONAL DEVELOPMENT STANDARDS.

The following development standards apply in addition to the requirements of the underlying zone:

(A) Along any property line abutting a railroad right-of-way, a minimum 5-foot-wide landscaped setback must be provided for screening purposes. Such landscape screening must consist of trees capable of attaining a minimum 15-foot height within 5 years of initial planting.

(B) Outdoor storage is permitted only within a rear or interior side yard. Such storage must be entirely shielded from view from any public right-of-way by a combination of fencing, walls, and/or landscaping. All screening materials must be neatly maintained, in good repair, and kept in a manner that all screening purposes are achieved.

(C) All manufacturing and processing activities must occur within a fully enclosed building or other approved fully screened interior space.

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

CHAPTER 16.1531: PLANNED DEVELOPMENT OVERLAY ZONE

Section

16.1531.010 Purpose and intent

16.1531.020 Circumstances for use of PD Overlay Zone

16.1531.030 Application requirements

16.1531.040 Development standard modifications

16.1531.050 Modification to approved plans

16.1531.060 Time limit for use of planned development permit

§ 16.1531.010 PURPOSE AND INTENT.

(A) The Planned Development (PD) overlay zone is established to allow alternative development standards to be applied in limited circumstances where a property or development would benefit from the application of unique and innovative design; to permit greater design flexibility than is feasible under the strict application of conventional zoning and subdivision regulations; and to assist in preservation of areas of natural scenic beauty.

(B) The PD overlay zone may only be used in conjunction with another zone. All regulations pertaining to the zone with which the PD overlay zone is combined will apply to the combined district, except that the specified requirements may be modified as provided for in this chapter.

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

§ 16.1531.020 CIRCUMSTANCES FOR USE OF PD OVERLAY ZONE.

The PD overlay zone may be considered for use only in the following circumstances:

(A) Where a property is proximate to public parks, public buildings, areas of public interest such as locations of natural beauty, of exceptional natural resources, and areas of historical significance;

(B) Where a disparity exists between adjacent zones warranting special conditions to protect the more restricted zone; and/or

(C) Where a new residential project or conversion of an existing residential use or uses proposes residential units on smaller lots than permitted in the zone but provides compensating open space and recreational facilities, provided overall density conforms to limits established in the Santa Paula General Plan.

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

§ 16.1531.030 APPLICATION REQUIREMENTS.

(A) Any proposal to apply the PD overlay zone to a property will require a zone change pursuant to the requirements of Chapter 16.210 (Zone Change) of this Title 16.

(B) An application for a zone change to the PD overlay zone will also require a concurrent planned development permit application. No planned development permit application may be submitted for a property that is not zoned PD or will not be so zoned concurrently with the planned development permit.

(C) No permit will be issued for the grading of land, for the construction, erection or moving of any building or structure, nor for the use of any land within the Planned Development Overlay zone unless a planned development permit was approved in accordance with the provisions of this chapter; provided, however, that additions of up to 600 square feet, or up to 30% of the existing square footage, whichever is less, to existing single-family dwellings or residential accessory structures on single-family lots, which said

additions conform to all ordinances of the city, including the setback provisions of Chapter 16.13, and which are limited to a cut or fill of two feet for the building pad, are exempt from the requirements of obtaining a planned development permit.

(D) All PD overlay zone change and planned development permit applications must be filed pursuant to the requirements of Chapter 16.202 (Applications, Processing, Filing, and Fees) of this Title 16.

(E) The planned development permit submittal requirements are as follows:

- (1) Context plan consisting of photos and analysis of surrounding properties.
- (2) Detailed and fully dimensioned plot plan drawn to scale, clearly showing all property lines, existing and proposed buildings, structures, streets, sidewalks, walls, fences, recreational vehicle storage, patios, recreational area, lighting provisions, trash facilities, and other information necessary for plan review.
- (3) A grading plan drawn to a minimum 5-foot contour, which indicates existing topography and proposed earth movement, finish grade elevations, proposed cut-and-fill slopes, necessary cross-sections, and the extent and method of drainage control.
- (4) A map indicating existing and proposed utility systems and services which includes, but is not limited to, sewage, fire hydrants, water, gas, drainage, television reception, communication, and electrical systems capable of serving the entire planned development.
- (5) A detailed landscaping plan showing the size, location, and type of landscaping proposed; the irrigation facilities; and method of maintenance thereof.
- (6) Elevations of each building, structure, or groups of buildings shown on all sides.
- (7) A full-color rendering that shows the general character of architecture and reasonably depicts the typical design layout for presentation to the Planning Commission. A colored photo (minimum size 8 inches by 10 inches) may be substituted for the original as the file copy.
- (8) Computation of the amount of improved and unimproved open space in number of net square feet.
- (9) Street cross-section details and approximate curb radii, including public and private streets, if applicable.
- (10) Any additional materials as determined by the ~~Planning Director~~Director to be necessary.

(F) All maps, plans, and diagrams must include reproducibles, except for the required colored renderings.

(G) All drawings must be on 24-inch by 36-inch sheets.

(H) Each map, except elevations, must be drawn to an engineers' scale of no smaller than 1 inch equals 50 feet and no larger than 1 inch equals 10 feet.

(I) If more than one sheet for any exhibit is necessary, an index sheet must be used showing the relationship of each sheet.

(Ord. 1100, passed 7-6-04; Am. Ord. 1172, passed 7-2-07)

§ 16.1531.040 DEVELOPMENT STANDARD MODIFICATIONS.

(A) In approving a planned development permit in a PD overlay zone in accordance with the overall purposes and standards of this chapter, the Planning Commission and City Council may impose special requirements and permit variations from the standards of the underlying zone as follows:

(1) Lot size and dimensions. The Commission or Council may allow for reduced lot sizes or lot dimensions, provided overall project density or intensity conforms to limits established in the Santa Paula General Plan.

(2) Traffic circulation and parking. The Commission or Council may require the provision of a reasonable number of off-street parking and loading spaces when not otherwise required for the zone when traffic conditions such as reduced or limited street capacity or a clustering of high-traffic generators are found to warrant same. The Commission or Council may require that parking areas, access, and traffic circulation patterns be designed to segregate pedestrians from vehicles, prevent traffic congestion within the parcel or on adjacent streets, and protect the privacy of abutting uses and residential streets.

(3) Building height. The Commission or Council may require, where the privacy of abutting parcels are threatened, a reduction in the building height limit normally permitted in a zone. In other situations where abutting property is not threatened and where additional building height will not present incompatibilities or general public health and safety concerns, heights in excess of the basic height limit of the zone may be permitted.

(4) Yard area.

(a) The Commission or Council may permit modifications to the amount and disposition of yard space, provided that the aggregate yard area provided must be at least equal to the aggregate area required by the zones, and further provided that the yard areas at the boundary of the zone do not conflict with the required yards of any abutting zone.

(b) Interior yard space and other yard areas may be required to be increased where density, height, or similar matters have been increased.

(5) Landscaping. The Commission or Council may require additional landscaping to enhance the appearance of the use and the neighborhood.

(6) Appearance. The Commission or Council may require a design with orientation to provide for special treatment of buildings and structures and layout of open spaces to avoid potentially unsightly or undesirable aesthetic conditions.

(7) Other. The Commission or Council may impose other controls or allow other deviations from standard requirements to achieve project objectives, such as but not limited to permitted projections into required yards, fence heights, and permitted landscaping materials.

(B) The Commission and Council, in allowing for such modifications, must be guided by the overriding concern of community welfare expressed by the goals, policies, and objectives of the General Plan and other adopted policies.

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

§ 16.~~1531~~.050 MODIFICATION TO APPROVED PLANS.

(A) Subsequent modifications or changes to an approved planned development permit will be processed in the same manner as the original application.

(B) If the character of the proposed change is of a nature that the intensity of the use of the parcel has not increased so as to have any additional adverse effect on abutting parcels, or the general health, safety, welfare and morals of the community, and where the initial conditions of approval are still adequate for the protection of same as determined by the ~~Planning Director~~Director, the modification will be processed under a minor modification permit, pursuant to the provisions of Chapter 16.222 (Minor Modifications) of this Title 16.

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

§ 16.~~1531~~.060 TIME LIMIT FOR USE OF PLANNED DEVELOPMENT PERMIT.

(A) After approval of a planned development permit, initiation of the improvements authorized therein must be begun within 12 months, unless some other period is specified by the Planning Commission, or the permit will become null and void.

(B) A planned development permit subject to lapse may be renewed for a single one-year period, provided that the application for renewal is filed with the Planning Department prior to the expiration date, pursuant to the provisions of Chapter 16.222 (Minor Modifications) of this Title 16. Additional renewals will require a public hearing before the Planning Commission.

(C) The Planning Commission may grant or deny an application for renewal of a planned development permit. As part of its action, the Commission may also modify existing conditions of approval or add new conditions to reflect any change in circumstances related to the planned development permit and surrounding properties.

(D) In the event the Planning Commission denies the owner's application for extension, the owner may appeal to the City Council.

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

CHAPTER 16.1633: HISTORIC LANDMARK OVERLAY ZONING DISTRICTS

Section

16.1633.010 Purpose and intent

16.1633.020 Procedures for establishment

16.1633.030 Review of projects

16.1633.040 [Reserved]

16.1633.050 Maintenance of property

16.1633.060 Alteration permit

16.1633.070 Consistency with other laws

16.1633.080 Other applicable regulations

§ 16.1633.010 PURPOSE AND INTENT.

The purpose of this overlay district is to establish the protection and recognition of historic buildings and neighborhoods with historic merit. The overlay will require special development and design review standards for projects within this identified Historic Overlay district. This chapter provides for the identification and designation of historic places, buildings, works of art, neighborhoods, and other objects of historic or cultural interest within the city.

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

§ 16.1633.020 PROCEDURES FOR ESTABLISHMENT.

(A) Applications for designation of a historic landmark may be initiated by any person who is able to demonstrate a legal vested interest in the property proposed for the landmark designation. The authorized agent of any person with a legal vested interest may also initiate an application. The ~~Planning Director~~Director may request proof of ownership or authorization to apply prior to the acceptance of any application.

(B) Applications for designation of a historic district may be initiated by any individual, the ~~Planning Director~~Director, the Planning Commission, or the City Council.

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

§ 16.1633.030 REVIEW OF PROJECTS.

(A) Determination of application's merit. Upon acceptance of an application for designation of a historic landmark or historic district as complete, the ~~Planning Director~~^{Director} will forward the application to the Design Assistance Committee for a preliminary assessment of the merits of the application, in accordance with City Council Ordinance No. 816.

(B) No merit determination. If the Design Assistance Committee determines that the application has no merit, the application will be rejected and no further action will be taken, unless an appeal to the Historic Preservation Commission is filed pursuant to the provisions of Chapter 16.206 (Appeals and Revocations).

(C) Merit determination. If the Design Assistance Committee determines that the proposed historic landmark or district designation has merit, the Commission will set a date for a public hearing to consider the application.

(D) Public hearing - Historic Preservation Commission.

(1) A public hearing before the Historic Preservation Commission will be noticed and conducted pursuant to the provisions of Chapter 16.204 (Public Hearings).

(2) At the public hearing, the Commission will review the application and receive evidence as to how or why the proposed historic landmark or district represents and exemplifies an important aspect of the cultural or architectural history of the City of Santa Paula or Ventura County.

(3) The Commission will act by resolution to recommend to the City Council approval, approval with modifications, or denial of the proposed application.

(4) The Commission's resolution will include its recommendation and will be transmitted to the City Clerk for scheduling the matter for public hearing before the City Council.

(E) Public hearing - City Council.

(1) Upon receipt of the Historic Preservation Commission resolution, the City Clerk will set the matter for hearing before the City Council as provided for in Chapter 16.204 (Public Hearings).

(2) At the hearing, the City Council will review the Commission's recommendation and receive evidence as to how or why the proposed designation of a historic landmark or district furthers the goals of the city with respect to the identification and protection of important historic and cultural resources.

(3) The City Council will act by ordinance to approve, approve with modifications, or deny the application. The Council's action will be final and will become effective upon the effective date of the ordinance.

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

§ 16.1633.040 [RESERVED.]

§ 16.1633.050 MAINTENANCE OF PROPERTY.

The owner or individual in charge of a designated landmark or a structure within a historic district must maintain the designated landmark or structure within the historic district in good condition, in accordance with City Council Ordinance No. 816. If the owner or individual in charge fails to make the necessary improvements for maintenance, the city may make the improvements and charge the costs as a lien against the property.

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

§ 16.1633.060 ALTERATION PERMIT.

(A) Public hearings will be required for the review and approval of a permit for alteration, restoration, construction, removal or demolition of or on a designated historic landmark or property within the historic district, unless the Building Official, in accordance with City Council Ordinance No. 816, declares the subject structure unsafe.

(B) The Historic Preservation Commission will serve as the hearing body on matters related to the approval/disapproval of alteration permits.

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

§ 16.1633.070 CONSISTENCY WITH OTHER LAWS.

When state and federal laws are in conflict with the provisions for preservation and maintenance of historic landmarks outlined in this Title 16 and City Council Ordinance No. 816, the provisions of state and federal laws will prevail to the extent of the conflict.

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

§ 16.1633.080 OTHER APPLICABLE REGULATIONS.

In addition to the requirements contained in this Chapter 16.33, the provisions of Chapter 16.200 (Administration of the Development Code) and City Council Ordinance No. 816 will apply to the designation of historic landmarks and districts.

Chapter 16.232: Tree Removal Permit

City Council Ordinance No. 816

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

CHAPTER 16.1734: HISTORICAL PROPERTY AGREEMENTS

Section

- 16.~~1734~~.010 Purpose
- 16.~~1734~~.020 Definitions
- 16.~~1734~~.030 Application for agreement
- 16.~~1734~~.040 Review process; Commission
- 16.~~1734~~.050 Review process; City Council consideration
- 16.~~1734~~.060 Recording
- 16.~~1734~~.070 Notice for public hearings
- 16.~~1734~~.080 Agreement; general conditions
- 16.~~1734~~.090 Termination
- 16.~~1734~~.100 Automatic renewal; nonrenewal
- 16.~~1734~~.110 Fees
- 16.~~1734~~.120 Nonexclusive

§ 16.~~1734~~.010 PURPOSE.

This chapter is intended to implement the Mills Act (Cal. Gov't Code §§ 50280, et seq.) for the purpose of authorizing the city to enter into agreements with private owners of historical property for rehabilitation, restoration, preservation, and maintenance of qualified historical property. To provide incentive for such property owners, this Chapter will allow certain tax reductions pursuant to Cal. Rev. and Tax. Code §§ 439, et seq.

(Ord. 1219, passed 11-16-09)

§ 16.~~1734~~.020 DEFINITIONS.

Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this article. Words and phrases not defined by this chapter will have the meanings stated elsewhere in this code, or under the Act, if defined there.

ACT means the Mills Act as set forth at Cal. Gov't Code §§ 50280, et seq.

AGREEMENT means a written contract entered into between the city and an owner in accordance with this chapter.

COMMISSION means the Historic Preservation Commission established by this code;

DIRECTOR means the ~~Planning Director~~Director or other person designated by the City Manager;

OWNER means a person owning a qualified historical property;

QUALIFIED HISTORICAL PROPERTY means privately owned property that is not exempt from property taxation that is all of the following:

(1) Individually listed in the National Register of Historic Places or the California Register of Historic Resources;

(2) Designated as a city landmark pursuant to Ordinance No. 816 (adopted November 21, 1984) or as set forth by this code; ~~and.~~

~~(3) A commercial use.~~

WORK includes rehabilitation, restoration, preservation, or maintenance of a qualified historical property.

(Ord. 1219, passed 11-16-09)

§ 16.~~17~~34.030 APPLICATION FOR AGREEMENT.

An owner, or designee, may apply to the Director for an agreement on a form provided by the Director. The application must contain at least the following:

(A) The address and location of the qualified historical property;

(B) Documentary evidence that the property is a qualified historical property;

(C) A legal description of the property;

(D) A title report or other evidence verifying the owner's property interest in the qualified historical property;

(E) The nature and estimated cost of proposed work;

(F) A maintenance plan for the qualified historical property;

(G) Such additional information the Director reasonably requires to thoroughly evaluate an application for an agreement.

(Ord. 1219, passed 11-16-09)

§ 16.~~17~~34.040 REVIEW PROCESS; COMMISSION.

(A) Within 30 days after receiving a complete application, the Director must determine whether or not an application should be considered for an agreement. The Director's failure to render a decision within 30 days is deemed a denial.

(B) If the Director determines an application should be considered for an agreement, the Director will forward a recommendation to the Commission for Public Hearing and Consideration.

(C) Not later than 30 days after the Director forwards an application, the Commission should hold a public hearing to review the application for the agreement and consider whether to recommend to the City Council whether an agreement is desirable. Failure to conduct a public hearing, or make a recommendation, within this time period will have no effect on the application or the City's decision regarding the application.

(D) Any Commission recommendation to the City Council will be set forth in a written resolution that makes findings supporting the Commission's recommendations. Such findings should include, if applicable, how the work proposed by the application will benefit the city.

(Ord. 1219, passed 11-16-09)

§ 16.1734.050 REVIEW PROCESS - CITY COUNCIL CONSIDERATION.

(A) Within 30 days after the Commission makes a recommendation, the City Council should conduct a public hearing to consider the recommendation and other evidence. Failure to conduct a public hearing, or make a recommendation, within this time period will have no effect on the application or the city's decision regarding the application.

(B) Following the public hearing, the city Council may take any appropriate action regarding an application for an agreement including, without limitation, authorizing the city manager, or designee, to enter into an agreement with an owner; denying the application; or remanding the application back to the Commission for additional information.

(Ord. 1219, passed 11-16-09)

§ 16.1734.060 RECORDING.

If the City Council authorizes an agreement, the City Clerk must cause such a contract to be recorded with the Ventura County Recorder's office within 20 days after the agreement is fully executed.

(Ord. 1219, passed 11-16-09)

§ 16.1734.070 NOTICE FOR PUBLIC HEARINGS.

Notices for the public hearings set forth in this chapter will be accomplished in accordance with Title 16 of this Code and Cal. Gov't Code § 6061.

(Ord. 1219, passed 11-16-09)

§ 16.1734.080 AGREEMENT; GENERAL CONDITIONS.

(A) Completion of work. Agreements must include terms and conditions requiring the owner to complete the work and maintain the qualified historical property in accordance with the owner's maintenance plan. So long as the owner performs the work and maintains the qualified historical property, that property is eligible for reassessment of valuation pursuant to Cal. Rev. and Tax. Code §§ 439, et seq. (including, if applicable, subsequently enacted amendments) if the Ventura County Assessor determines that those provisions of the California Revenue and Taxation Code apply to the qualified historical property.

(B) Term. The term of agreements are a minimum of ten years.

(C) Compliance with applicable law. In addition to all other applicable laws, the owner must agree to complete the work and maintain the qualified historical property in accordance with the rules and regulations of the office of Historic Preservation of the California Department of Parks and Recreation and the United States Secretary of the Interior's standards for the treatment of historic properties.

(D) Inspections. The owner must give the city permission to periodically examine the interior and exterior of the qualified historical property. Such permission must extend to the Ventura County Assessor and the state of California including, without limitation, the State Board of Equalization, so that the owners' continued compliance with the agreement can be verified.

(E) Binding on successors. Agreements must include a requirement that the agreement be binding upon, and inure to the benefit of, all successors in interest of the owner. A successor in interest will have all of the rights and obligations of the original owner.

(F) Indemnification. Agreements must include a hold harmless provision which will, in part, cause owners to indemnify the city, its elected and appointed officials, officers, employees and agents from any liability arising from the owner's activities. The provision must be in a form approved by the city attorney.

(G) Insurance. Owners must obtain liability insurance from an insurance company licensed to do business in the state of California and having a financial rating in Best's Insurance Guide of not less than "A VII." Such insurance will provide "occurrence" coverage against liabilities for death, personal injury or property damage arising out of or in any way connected with the owner's activities. Such insurance will be based upon the nature of the franchisee's activities, the risks foreseeably involved, and will be in the amount prescribed by city council resolution or city policy. Insurance will name the city and the city's elected and appointed officials, officers, and employees as additional insureds under the coverage afforded. In addition, such insurance will be primary and noncontributing with respect to any other insurance available to the city and will include a severability of interest (cross-liability) clause.

(Ord. 1219, passed 11-16-09)

§ 16.1734.090 TERMINATION.

(A) Agreements must include a provision allowing the City Council to terminate the agreement if, after a public hearing, it finds any one of the following:

- (1) The owner breached the agreement;
 - (2) The property subject to the agreement no longer meets the definition of a qualified historical property set forth in this chapter; or
 - (3) The owner failed to pay reasonable inspection fees or otherwise failed to cooperate in allowing periodic inspections of the property as required by this chapter or the agreement.
- (B) Should an agreement be terminated in accordance with this chapter, the owner must pay a cancellation fee of 12.5% of the full value of the property at the time of cancellation as determined by the Ventura County Assessor, or such other percentage or amount provided by applicable law, without regard to the agreement.
- (C) Should a qualified historical property be acquired through eminent domain or in lieu of eminent domain, and the City Council determines that such acquisition frustrates the purpose of the agreement; the agreement will be terminated without a cancellation fee.
- (D) The City Council's authority to terminate any agreement pursuant to this chapter is not exclusive and is cumulative with all other remedies available in law or equity.

(Ord. 1219, passed 11-16-09)

§ 16.1734.100 AUTOMATIC RENEWAL; NONRENEWAL.

- (A) Agreements must contain a clause that automatically renews the term of the agreement, upon the anniversary date of its initial term, for an additional term of one year.
- (B) Should an agreement contain an automatic renewal clause, then the agreement may be cancelled as follows:
- (1) By the city upon written cancellation notice at least 60 days before the renewal date;
 - (2) By the owner upon written cancellation notice at least 90 days before the renewal date.
- (C) Should a nonrenewal notice be served by either the city or the owner, the agreement will remain in effect until its anniversary date.

(D) An owner may, upon receipt of a nonrenewal notice from the city, make a written protest to the City Council of the nonrenewal. Such written protest must state with specificity the reasons for such protest. The City Council may, at any time before the effective date of the nonrenewal, rescind the nonrenewal notice.

(Ord. 1219, passed 11-16-09)

§ 16.1734.110 FEES.

(A) Fees to compensate the city for processing and administering applications for agreements may be adopted by City Council resolution. Such fees may not amount to more than 100% of the amount needed to reimburse the city for processing costs of the agreement including, without limitation, reasonable attorney's fees and administrative costs.

(B) The city may impose separate inspection fees, after approving an agreement, to reimburse the city for actual inspection costs associated with enforcing the agreement and this chapter.

(Ord. 1219, passed 11-16-09)

§ 16.1734.120 NONEXCLUSIVE.

Utilizing this chapter is only one method of preserving historically significant properties within the city's jurisdiction. Nothing in this chapter is intended to preclude, nor does it, the city or an owners to take other action for preserving historically significant properties.

(Ord. 1219, passed 11-16-09)

CHAPTER 16.1835: HOUSING OPPORTUNITIES OVERLAY ZONE

Section

16.1835.01 Purpose and intent

16.1835.02 Definitions

16.1835.03 Application

16.1835.04 Eligibility criteria

16.1835.05 Relationship to State Density Bonus Law

16.1835.06 Procedure

16.1835.07 Site development permit

16.1835.08 Temporary uses permitted

- 16.1835.09 Accessory uses permitted
- 16.1835.10 Parking standards, incentives and waivers
- 16.1835.11 Site development standards for residential uses
- 16.1835.12 General requirements
- 16.1835.13 Application
- 16.1835.14 Affordable housing agreement
- 16.1835.15 Administration and appeals

§ 16.1835.01 PURPOSE AND INTENT.

The purpose of this chapter is to allow development of affordable housing within the Commercial/Light Industrial zone. The intent is to facilitate the realization of affordable housing objectives presented in the Santa Paula Housing Element of the General Plan.

(Ord. 1242, passed 5-7-12)

§ 16.1835.02 DEFINITIONS.

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

AFFORDABLE HOUSING - Means dwelling units made available to moderate, low, and very low income households.

AFFORDABLE HOUSING COST - Has the same meaning as set forth in Cal. Health & Safety Code § 50052.5, and any successor statute or regulation.

AFFORDABLE RENT - Has the same meaning as set forth in Cal. Health & Safety Code § 50053, and any successor statute or regulation.

AREA MEDIAN INCOME - Has the same meaning as set forth in Cal. Health & Safety Code § 50093, and any successor statute or regulation.

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

CHILD DAY CARE FACILITY - Has the same meaning as set forth in Cal. Health & Safety Code § 159676, for children 12 years of age or younger who are residents of the qualified housing development.

DEVELOPMENT SITE - Means the site on which the qualified housing development will be constructed.

DEVELOPMENT STANDARD - Means site or construction conditions that apply to a residential development pursuant to applicable law.

DIRECTOR - Means the Director or such other director designated by the City Manager.

HOUSEHOLD - Means one person living alone or two or more persons sharing residency whose income is considered for housing payments.

HUD - Means the United States Department of Housing and Urban Development.

INCENTIVE - Has the same meaning as Cal. Gov't Code § 65915 and includes reduction in site development standards, modification of zoning regulations, approval of mixed use zoning and other incentives that would result in cost reductions.

LOW-INCOME HOUSEHOLDS - Mean households where the gross annual income does not exceed 80% of the county median household income as defined in Cal. Health & Safety Code § 50079.5, and any successor statute or regulation.

MODERATE INCOME HOUSEHOLD - Means a household with an income not exceeding qualifying limits set for "persons and families of low or moderate income" in Cal. Health & Safety Code § 50093, and any successor statute or regulation.

QUALIFIED HOUSING DEVELOPMENT - Means a rental housing project that meets the eligibility criteria set forth in this chapter.

VERY LOW-INCOME HOUSEHOLDS - Means households where the gross annual income does not exceed 50% of the county median household income as defined in Cal. Health & Safety Code § 50105, and any successor statute or regulation.

(Ord. 1242, passed 5-7-12)

§ 16.1835.03 APPLICATION.

(A) This section applies to affordable housing projects that are located in the Commercial/Light Industrial zone.

(B) Affordable housing projects to which this section applies include the following:

- (1) Projects located on vacant sites.
- (2) Projects located on building sites or within structures that include vacant residential, commercial or industrial uses.
- (3) Projects where residential uses replace commercial or industrial uses in a pre-existing structure.

(C) In all cases, the residential uses must satisfy the regulations in this chapter including, without limitation, the site development standards.

(D) Any commercial or industrial uses must comply with the applicable zoning regulations.

(Ord. 1242, passed 5-7-12)

§ 16.1835.04 ELIGIBILITY CRITERIA.

To be considered a qualified housing development under this chapter, the affordable housing development must meet the following criteria:

(A) It must be a rental project.

(B) 100% of the units must be available for affordable housing (the manager's unit is exempted).

(C) At least 60% of the total number of units must be reserved for low-income households. This percentage may be decreased to 45% if there will be greater than 30% of the total number of units reserved for very-low income households.

(D) At least 20% of the total number of units must be reserved for very-low income households.

(Ord. 1242, passed 5-7-12)

§ 16.1835.05 RELATIONSHIP TO STATE DENSITY BONUS LAW.

Since the affordability requirements of this chapter are more restrictive than those in State Density Bonus Law, it is assumed that any qualified housing development will also qualify for a density bonus.

(Ord. 1242, passed 5-7-12)

§ 16.1835.06 PROCEDURE.

The Director will review an application received for a site development permit issued in accordance with this chapter and must issue a site development permit within 60 days of deeming the application complete if the Director finds all of the following:

(A) The application complies with all applicable law including, without limitation, this chapter;

(B) The application complies with the design requirements of this chapter;

(C) The application is consistent with the General Plan and this code.

(Ord. 1242, passed 5-7-12)

§ 16.1835.07 SITE DEVELOPMENT PERMIT.

(A) The qualified housing projects allowed by this chapter require a SDP.

(B) Applications for a site development permit pursuant to this chapter are subject to an administrative review process. Pursuant to Cal. Gov't Code § 65583.2(i), such permits do not require discretionary local government review or approval that constitutes a project for purposes Cal. Public Resources Code §§ 21000 et seq.

(C) The administrative review process does not include the requirement for a public hearing.

(Ord. 1242, passed 5-7-12)

§ 16.1835.08 TEMPORARY USES PERMITTED.

Temporary uses identified by this chapter are allowed.

(Ord. 1242, passed 5-7-12)

§ 16.1835.09 ACCESSORY USES PERMITTED.

The following accessory uses and structures are allowed when customarily associated with, and subordinate to, a permitted residential use on the same development site and when consistent with the approved site development permit for the project.

(A) Uses which include:

- (1) Garages and carports;
- (2) Fences and walls;
- (3) Patio covers; and
- (4) Swimming pools.

(B) All signs except roof signs or projecting signs.

(C) Noncommercial keeping of pets and animals.

(D) Home occupations.

(E) Manager's unit which is exempt from affordability requirements.

(F) Child day care facility.

(G) Accessory uses and structures which the Director finds consistent with the design of the development project and consistent with the purpose and intent of these regulations.

(H) Assembly halls.

(Ord. 1242, passed 5-7-12)

§ 16.1835.10 PARKING STANDARDS, INCENTIVES AND WAIVERS.

(A) If the qualified housing development meets the criteria set forth in Cal. Gov't Code § 65915 (State Density Bonus Law) and is eligible to receive a density bonus, the applicant may request that the required number of parking spaces set forth in Cal. Gov't Code § 65915 be applied to the project.

(B) Parking space requirements for projects eligible for a density bonus are as follows (inclusive of handicapped and guest parking):

- (1) Zero to one bedroom: one on-site parking space;
- (2) Two to three bedrooms: two on-site parking spaces;
- (3) Four or more bedrooms: two and one-half on-site parking spaces.

(4) These parking space requirements are considered an alternative site development standard applied to the project and will not be considered as one of the incentives for which the project may be eligible.

(C) In addition to the reduced parking space requirements, applicants with qualified housing developments that qualify for a density bonus are entitled to request from one to three incentives that would result in the reduction of affordable housing costs based upon their level of affordability. The applicant will receive the following incentives or concessions:

(1) One incentive or concessions for projects that include at least 10% of the total units for lower income households, at least 5% for very low income households, or at least 10% for persons and families of moderate income in a common interest development.

(2) Two incentives or concessions for projects that include at least 20% of the total units for lower income households, at least 10% for very low income households, or at least 20% for persons and families of moderate income in a common interest development.

(3) Three incentives or concessions for projects that include at least 30% of the total units for lower income households, at least 15% for very low income households, or at least 30% for persons and families of moderate income in a common interest development.

(D) The requested incentives must be granted unless one of the following findings is made:

(1) The concession or incentive is not required in order to provide for affordable housing costs, as defined in Cal. Health & Safety Code § 50052.5, or for rents for the targeted units to be set as specified in Cal. Gov't Code § 65915(c).

(2) The concession or incentive would have a specific adverse impact, as defined in Cal. Gov't Code § 65589.5(d)(2), upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.

(E) Applicants may also request additional waivers to development standards. Each waiver, or modification, requested must demonstrate the waiver is necessary to physically accommodate the number of units to which the developer is entitled under Cal. Gov't Code §§ 65915 et seq.

(Ord. 1242, passed 5-7-12)

§ 16.1835.11 SITE DEVELOPMENT STANDARDS FOR RESIDENTIAL USES.

(A) The site development standards for residential uses are the base site development standards of the zoning district in which the qualified housing development is located. The maximum density for each development site is 21 dwelling units per gross acre. Parking requirements must be in accordance with the residential requirements of § 16.35.10 of this ordinance or according to Cal. Gov't Code §§ 65915 et seq.

(B) Child care facilities may be included in the qualified housing development at the discretion of the applicant and are subject to an administrative review process. They do not require a separate use permit. The child care facility would be available only to children who reside in the qualified housing development.

(C) The following are the base district site development standards for residential uses and co-located child care facilities in the zones where qualified housing developments can be developed:

(1) Twenty percent of the lot is to be open space (10% must contain amenities, 10% must contain landscaping);

(2) Front yard setback 20 feet;

(3) Rear yard setback 20 feet (single story);

(4) Rear yard setback 15 feet (second story or higher); and

(5) Building height: 3 stories, maximum 45 feet high.

(D) Landscaping must be installed and maintained as required by the city landscape regulations.

(Ord. 1242, passed 5-7-12)

§ 16.1835.12 GENERAL REQUIREMENTS.

The following conditions apply to all qualified housing developments:

(A) Occupancy standards for each dwelling unit must meet the minimum standards of the 1997 California Uniform Housing Code or the California Employee Housing Act, depending upon which is applicable.

(B) Before the city issues a certificate of occupancy, the owner must submit a management plan that provides for on-site property management subject to the Director's approval.

(C) Dwelling units must remain affordable in the original affordability category for a period of not less than 55 years.

(D) When determining the maximum affordable rent, the Director must use following HUD guidelines regarding household and unit size assumptions:

Unit Size	Household Size
Studio	1 person
1-bedroom	2 persons
2-bedroom	4 persons
3-bedroom	6 persons
4-bedroom	8 persons

(E) A building facade color and materials palette must be submitted for approval by the Director before the city issues any grading or building permit.

(Ord. 1242, passed 5-7-12)

§ 16.1835.13 APPLICATION.

Applications for a qualified housing development must include a description of the following:

(A) A narrative of the purpose and the scope of the qualified housing development.

(B) Identification of the neighborhood that will be served by the qualified housing development. A map with boundaries of the qualified housing development must be included.

(C) Documentation of neighborhood services (public transportation, schools, shopping, etc.).

(D) An explanation regarding how the qualified housing development promotes affordable housing.

(E) A discussion regarding any other relevant issues regarding land use.

(Ord. 1242, passed 5-7-12)

§ 16.1835.14 AFFORDABLE HOUSING AGREEMENT.

(A) A written agreement must be executed between the developer and city that specifies the number and type of all affordable housing within a qualified housing development; the formula for determining rental rates of all affordable housing; the method of providing proof of eligibility as a very low, low, or moderate-income household; and such additional information as may be required by the city to determine the developer's compliance with this chapter.

(B) Such an agreement must specify that the required qualified housing development must be reserved for and rented to very low and low-income households. Further, the term of such an agreement must be at least 55 years.

(C) The agreement must be in a form approved by the City Attorney, and, upon execution of the agreement, it must be recorded with the Ventura County Recorder's office.

(D) A new deed restriction must be executed and recorded upon each change of ownership to maintain the restrictions on qualified housing development before the term for such restrictions expires.

(E) A certificate of occupancy cannot be issued for a project subject to the provisions of this section until after the agreement required by this section is executed.

(F) The obligation of the owner to provide for management of the qualified housing development including maintenance. Management must also monitor the use of parking spaces within the qualified housing development to assure that the parking spaces are provided, maintained and used in accordance with the terms of the affordable housing agreement.

(G) The obligation of the owner to pay the costs of monitoring the continued affordability of the project by the city. The monitoring program and associated fees will be established by City Council resolution.

(Ord. 1242, passed 5-7-12)

§ 16.1835.15 ADMINISTRATION AND APPEALS.

The Director is authorized to administer this chapter. An applicant may appeal any decision of the Director to the Planning Commission by filing a written notice of appeal with the City Clerk within ten calendar days after notice of the Director's action has been communicated to the applicant.

(Ord. 1242, passed 5-7-12)

CHAPTER 16.2040: GENERAL PROPERTY DEVELOPMENT STANDARDS

Section

- 16.2040.010 Purpose and intent
- 16.2040.020 Access and circulation
- 16.2040.030 Boundary walls
- 16.2040.040 Building height measurement
- 16.2040.050 Clear-sight triangle area
- 16.2040.060 Drainage and storm water control
- 16.2040.070 Mechanical equipment screening
- 16.2040.080 Outdoor sales
- 16.2040.090 Property maintenance
- 16.2040.100 Recreational vehicle parking and storage
- 16.2040.110 Solid waste/recycling receptacles and enclosures
- 16.2040.120 Substandard lots
- 16.2040.130 Through lots
- 16.2040.140 Permitted projections into required setbacks
- 16.2040.150 Yard regulations
- 16.2040.160 Rooftop solar energy systems

§ 16.20 40.010 PURPOSE AND INTENT.

This chapter establishes site planning, development standard, property maintenance, and property use regulations applicable to all properties in the city. This chapter also sets forth special land use regulations and development standards that apply to specified uses that are permitted in several zones.

The regulations contained in this chapter are established to enhance the appearance of the community; to provide measurable standards of appropriate, acceptable, and functional

site design; to deter blighting and nuisance conditions; to minimize hazards to the public; and to protect private investments made in private property.

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

§ 16.~~2040~~.020 ACCESS AND CIRCULATION.

(A) Safe, adequate, and legal access required.

(1) Every development site must be provided, to the satisfaction of the City Engineer, with safe and adequate vehicle and pedestrian access that minimizes traffic hazards to vehicles and pedestrians.

(2) Every development site must have legal access to a public street in the form of either direct parcel frontage on such a street, permanent access via a public or private easement, or access via a recorded reciprocal access agreement. Shared driveways are not permitted.

(B) Circulation. Every development project must provide safe and adequate internal vehicle and pedestrian circulation that, to the maximum extent feasible based on specific development site physical characteristics, separates pedestrian circulation from vehicular circulation, incorporates defensible space design considerations, and complements the internal circulation and public access provided on any adjacent development sites. Where feasible, parking lots must connect. Future vehicle and pedestrian connections must also be provided.

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

§ 16.~~2040~~.030 BOUNDARY WALLS.

Wherever a boundary wall is required by this Title 16 to separate abutting land uses, such wall must be constructed of materials complementary in style, color, and form to the structure or structures on the same development site as the wall. Through the design review, conditional use permit, or similar project review process, conditions may be placed on the permit approval requiring additional wall treatment, including, but not limited to, landscaping, wall placement and wall height.

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

§ 16.~~2040~~.040 BUILDING HEIGHT MEASUREMENT.

Building height must be measured as set forth in § 16.05.030 ("B" Definitions) of this Title 16.

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

§ 16.2040.050 CLEAR-SIGHT TRIANGLE AREA.

The intent of the clear-sight triangle area is to ensure visibility for operators of motor vehicles, bicycles, and pedestrians on intersecting roadways. Within a clear-sight triangle area, nothing may be placed, planted, erected, or allowed to grow that extends above 36 inches in height, measured from the adjacent street, alley, or sidewalk grade (Figure 40-1). However, pole signs with a sign face that is at least eight feet above grade may be placed within a clear-sight triangle area.

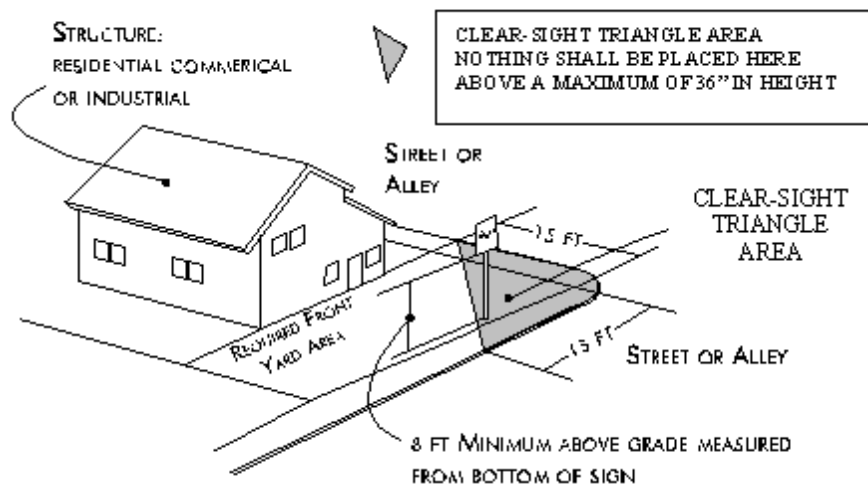


Figure 2040-1

Clear-Sight Triangle Area

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

§ 16.2040.060 DRAINAGE AND STORM WATER CONTROL.

All development projects must include on-site drainage and storm water control improvements which, to the satisfaction of the City Engineer, safely and adequately convey runoff to public drainage control and storm drain facilities, avoid impact on adjacent properties, and meet applicable National Pollutant Discharge Elimination System requirements.

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

§ 16.2040.070 MECHANICAL EQUIPMENT SCREENING.

All mechanical and electrical equipment, including ducting and piping, whether located at ground level or on a rooftop, must be screened from view. Such screening must be compatible with and complementary to the architectural style and detail of the structure

that they serve and must be located in a position satisfactory to the Fire Marshal and the ~~Planning Director~~Director, or their designees.

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

§ 16.~~2040~~.080 OUTDOOR SALES.

Except as otherwise provided by this Code, the outdoor display of goods and materials for sale, lease, or rent, except for automobiles, motorcycles, recreational vehicles, and similar vehicles, is not permitted unless associated with a special event for which a Temporary Use Permit has been granted pursuant the provisions of Chapter 16.228 of this Title 16.

(Ord. 1100, passed 7-6-04; Am. Ord. 1201, passed 2-17-09)

§ 16.~~2040~~.090 PROPERTY MAINTENANCE.

(A) All properties in the city must be maintained in a manner which avoids potentially adverse health, safety, and aesthetic conditions, and which is consistent with any property maintenance regulations adopted by the city.

(B) At a minimum, the following property maintenance standards apply:

(1) Abandoned and inoperable automobiles; recreational vehicles; camper shells; or boats must not be kept on an unscreened driveway of private property for more than seven days.

(2) Debris, rubbish, and trash, including but not limited to discarded furniture, appliances, boxes, toys, building materials, etc., must not be visible from public rights-of-way for more than three days.

(3) All structures and walls must be maintained free of graffiti.

(4) Structurally unsafe buildings, including but not limited to those with known fire hazards; faulty weather protection broken roofs; windows and doors; partially constructed structures when construction has ceased; unoccupied buildings that are left open; hazardous fences or walls; abandoned signs; and damaged buildings must be demolished, removed, or fenced to prevent public access.

(5) Clotheslines are not allowed in front yards, nor may fences, walls, doors or windows be used as clotheslines.

(6) Erosion, subsidence, and surface water problems within a property must be abated.

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

§ 16.~~2040~~.100 RECREATIONAL VEHICLE PARKING AND STORAGE.

(A) Front yard parking time limit. No recreational vehicle, or any trailer used for towing or parking such vehicle, is permitted to be parked in any front yard, including any driveway or portion of a driveway within a front yard, in any zone district for a time period exceeding 48 hours.

(B) Size and number limit of vehicles in residential zone districts. Parking of recreational vehicles is permitted in the side and rear yards of lots in residential zone districts, subject to the following restrictions:

- (1) A maximum of one recreational vehicle is permitted on a residential property; and
- (2) The vehicle does not exceed a height of 96 inches or a length of 32 feet; and
- (3) The vehicle is set back a minimum of 20 feet from the front property line and three feet from the side and rear property lines.

(C) Recreational vehicle storage. Recreational vehicle storage in any nonresidential zone district must be permitted only in approved storage facilities. Screening must be provided in accordance with the provisions of § 16.46.130 of this Title 16.

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

§ 16.~~2040~~.110 SOLID WASTE/RECYCLING RECEPTACLES AND ENCLOSURES.

(A) Facilities required. The design of any new, substantially remodeled, or expanded multi-family residential, commercial, industrial, or institutional building or structure must provide for solid waste storage facilities and enclosures that will accommodate anticipated solid waste collection needs, will allow for efficient and safe waste removal, and will accommodate collection and removal of recyclable materials.

(B) Site development standards.

(1) Solid waste storage areas must be located where they do not interfere with the traffic patterns of persons or vehicles.

(2) Solid waste storage areas must be located where they are readily accessible to collection personnel at all times.

(3) Solid waste storage enclosures for residential developments must be located where they are screened from view from public streets and highways.

(4) Solid waste storage areas must be provided on a level surface so that storage containers remain at rest without auxiliary restraining devices.

(C) Solid waste storage area enclosures.

(1) All commercial and industrial developments and all apartment or condominium developments of three or more dwelling units per lot or building site must provide enclosures for refuse containers built to city standards.

(2) The exterior architectural treatment and color of waste storage areas must be compatible with the main building treatment.

(3) All business and property owners are responsible for policing trash and debris generated from their property.

(4) Solid waste storage areas must not be allowed within the front 20 feet of a property, nor in the side ten feet on the street side of a corner lot.

(5) All solid waste enclosures must have an opaque gate with a closable latch.

(6) Each solid waste enclosure must be constructed to have the minimum dimensions of 12 feet wide, eight feet deep and five feet high, and must include a roof in accordance with Ventura County Storm Water Urban Impact Mitigation Plan (SQUIMP) requirements. The city may require a larger enclosure as needed to accommodate solid waste collection and recyclable materials containers. The configuration of the enclosure may be varied to accommodate the design of the site and number of containers over the minimum needed.

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

§ 16.~~2040~~.120 SUBSTANDARD LOTS.

When a lot has less than the minimum required area, width, or depth stipulated for the zone district in which it is located, and provided such lot was of record as a legal lot on the effective date of any ordinance establishing minimum lot area, width, or depth, such lot must be considered to meet the applicable minimum lot area, width, or depth requirements for that zone district.

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

§ 16.~~2040~~.130 THROUGH LOTS.

(A) Subdivisions must be designed without through lots, if possible.

(B) On a through lot, either lot line adjacent to the public right-of-way may be designated as the front lot line.

(C) In such cases, the minimum rear yard setback must equal the average setback of primary structures on the adjoining lots. Where such adjoining lots are undeveloped, the minimum rear yard setback must conform to the front yard setback for the zone district in which the property is located.

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

§ 16.~~2040~~.140 PERMITTED PROJECTIONS INTO REQUIRED SETBACKS.

Architectural and structural features on a building are permitted to project into a required setback as set forth in Table 40-1, but in all cases must be at least three feet from any property line.

TABLE 2040-1
Permitted Projections into Required Setback Areas

Feature	Permitted Projection
Eaves, cornices, bay windows, other architectural features not providing floor space	2 ft. maximum
Fireplace structures, 8 ft. wide or less	2 ft. maximum
Stairways, fire escapes	Pursuant to Building Code
Uncovered porches at first floor level, handicap ramps	6 ft. into front and side yard
Balconies	3 ft. maximum

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

§ 16.2040.150 YARD REGULATIONS.

(A) All required yards and setback areas must be unobstructed from the ground to the sky except for landscaping, walkways, required driveway and similar features.

(B) No parcel or development site may be divided or reduced in area or dimension in any manner that causes a required yard area to be reduced below the minimum standard for the zone district in which the parcel or development site is located.

(C) When a common lot line separating two or more contiguous lots is covered by a building or buildings, or when such lots are used as a single development site, such lots

constitute a single development site, and the yard setbacks required by this Title 16 will not apply to the common lot line.

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

§ 16.~~2040~~.160 ROOFTOP SOLAR ENERGY SYSTEMS.

This section sets forth requirements for permitting of solar energy systems installed on roofs.

(A) Administrative permit requirements. Rooftop solar energy systems shall be subject to the following requirements:

(1) Rooftop energy systems may be installed upon issuance of an administrative permit in compliance with Chapter 16.238.

(2) Applications for rooftop energy systems may be submitted electronically, and an electronic signature shall be accepted in lieu of a wet signature.

(3) A complete application meeting the requirements of the city's approved streamlined solar permitting checklist shall be approved in accordance with Chapter 16.40 upon successful completion of an inspection by the Director or his or her designee. No more than one inspection shall be required except where the system fails an initial inspection or a separate fire safety inspection is required.

(4) Notwithstanding § 16.238.07, review of an application for an administrative permit for a rooftop energy system shall be limited to a determination of whether the system meets all health and safety requirements of federal and state law, and local standards and regulations necessary to ensure that the proposed system will not have a specific, adverse impact upon the public health or safety.

(5) Notwithstanding subparagraph (4) above, a conditional use permit shall be required where the Director finds, based on substantial evidence, that the solar energy system could have specific, adverse impact on public health and safety. If the Director finds that a conditional use permit is required, such permit shall not be denied unless the Director makes written findings based on substantial evidence in the record that the proposed system would have a specific, adverse impact upon the public health and safety and there is no feasible method to satisfactorily mitigate or avoid that impact.

(6) Any conditions imposed on a permit to install a rooftop energy system shall be designed to mitigate specific, adverse impacts upon the public health and safety at the lowest cost possible.

(7) Development standards. Rooftop energy systems shall conform to all applicable height standards as set forth in Title 16 of the Santa Paula Municipal Code.

(Ord. 1257, passed 10-19-15)

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Donald Aguilar, Police Chief

Subject: PUBLIC SAFETY USE OF UNMANNED AERIAL SYSTEMS (UAS) DRAFT
POLICY APPROVAL

Date: June 18, 2025

Agenda Item: 12.A

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the recommended draft UAS policy.

Presented by: POLICE CHIEF DON AGUILAR

BACKGROUND:

Small, remotely operated Unmanned Aerial Systems (UAS), also commonly referred to as "drones," are an efficient and effective way of providing law enforcement critical information to respond to calls for service and emergency situations or to conduct criminal investigations. Some examples include providing an overhead view of an area or incident for ground personnel, safely clearing the interior of buildings, providing detailed documentation of crime and accident scenes, and searching for lost or missing persons. Such systems can also hold a myriad of applications for non-law-enforcement efforts such as documenting conditions in hard to reach locations, observing crowd control during events, or for promotional opportunities for the City.

Prior to purchasing drones, it was established that a use policy would first need to be established. Thus, staff recently explored Unmanned Aerial System policies on usage by neighboring local and regional municipalities. The City of Santa Paula currently does not have a UAS policy in place. Many public safety agencies are assessing the many needs of their cities to monitor infrastructure, public safety, and special incidents such as wildfires/floods, critical incidents, public events, and significant crimes in progress that impact their communities. These needs vary, depending on the community.

Looking to the future, the Police Department recognizes the continued integration of UAS in public safety roles. This vision is supported by success stories in cities such as Chula Vista, California, which has been a pioneer in incorporating UAS into its police department's operations. Given their value, growing utility, and our continued success, the Santa Paula Police Department is seeking to explore UAS for many needs to assist the City of Santa Paula and its potential development of capabilities such as a "Drone as a First Responder" (DFR) program.

ANALYSIS:

The City of Santa Paula is a community that is nestled in the Santa Clara Valley. With its unique geography and landscape, it is vulnerable to the threat of wildfires and floods, as has been experienced historically and even more recently. UAS programs have utilized drones to quickly assess extreme weather situations and efficiently respond with fire department response and evacuations.

UAS programs have been instrumental in assessing public safety critical incidents, allowing incident commanders and City officials on scene to make appropriate decisions and mitigate safety concerns or threats to community members and public safety.

California Assembly Bill 481 (AB 481) was enacted in 2021 and establishes stringent requirements for law enforcement agencies in California regarding the funding, acquisition, and use of military equipment. The bill defined an Unmanned Aerial System (UAS) as military equipment. Any UAS equipment acquired by the Police Department will be reported and recorded per the requirements of AB 481.

A draft UAS policy has been developed and is hereby presented to Council for consideration as Exhibit A to this report. For transparency, an advertisement was placed in the Santa Paula Times calling attention to this policy and the review by the City Council.

Importantly, the policy sets forth standards for operation and certification and training before a designated employee may utilize a UAS.

STRATEGIC PLAN:

This item supports City Council's goal of creating an environment within the City in which our residents feel safe and which promotes the City as a location of choice for living, working, visiting and recreating identified in Section E. Public Safety of the two-year Strategic Plan.

FISCAL IMPACTS:

There is no financial impact in Fiscal Years 25/26 and 26/27. The purchase of the drones will be completed utilizing Department of Justice Supplemental Law Enforcement Service Account (SLESA) funds as well as a portion of FEMA reimbursement funds the City recently received.

OPTIONS:

1. Do not approve the proposed draft policy.
2. Direct Staff to modify the proposed policy.
3. Give direction to staff as desirable.

ATTACHMENTS:

[EXHIBIT A - Drraft SPPD UAS Polcy.pdf](#)

Unmanned Aerial System (UAS) Operations

610.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the use of an unmanned aerial system (UAS) and for the storage, retrieval, and dissemination of images and data captured by the UAS.

610.1.1 DEFINITIONS

Definitions related to this policy include:

- (a) Certificate of Authorization (COA): Given by the Federal Aviation Administration (FAA) and grants permission to fly the UAS within specific boundaries and parameters.
- (b) City: The City of Santa Paula
- (c) Part 107: A set of standards set by the FAA that regulates the operations of unmanned aircraft operated by commercial and public operators.
- (d) UAS Unit Observer: A member of the Santa Paula Police Department, or other designated City employee who is trained and authorized to maintain observation of the UAS while in flight.
- (e) UAS Unit Pilot: A member of the Santa Paula Police Department or other designated City employee who is trained, certified and authorized to control a UAS during flight.
- (f) Unmanned Aerial System (UAS): An unmanned aircraft of any type that is capable of sustaining direct flight, whether pre-programmed or remotely controlled, and all of the supporting or attached systems designed for gathering information through imaging, recording, or any other means. UAS are commonly referred to as unmanned aerial vehicles (UAV) or "drones."
- (g) Unmanned Aerial Vehicle (UAV): a small, unmanned aircraft weighing less than 55 lbs.

610.2 POLICY

It is the policy of the Santa Paula Police Department to use unmanned aerial systems to enhance the Department's ability to protect lives and property, and document crime scenes and collision scenes, and perform a variety of missions that promote public safety and public service. UAS Unit missions will be accomplished efficiently and safely while respecting the law and the privacy of the public. All UAS applications will obey Federal, State and City laws, and shall respect Constitutional rights, privacy rights, search and seizure regulations, and Federal Aviation Administration (FAA) regulations.

610.3 PRIVACY

The use of UAS often involves privacy considerations. Absent consent, a warrant, or exigent circumstances, UAS pilots and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Pilots and observers shall

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take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy.

610.4 UAS UNIT PERSONNEL

The UAS Unit is a collateral assignment that includes both sworn and civilian personnel from the City. Regardless of which City department the personnel belong to, all UAS Unit personnel shall abide by this policy.

610.4.1 UAS UNIT COMMANDER

The Chief of Police will designate a Police Commander, who will be responsible for the oversight and management of the UAS Unit. The UAS Unit Commander will ensure that policies and procedures conform to current laws, regulations, and best practices, and will have the following additional responsibilities:

- Coordinating the FAA Certificate of Waiver or Authorization (COA) application process, and ensuring that the COA is current.
- Ensuring that all authorized pilots and required observers have completed all required FAA and Department-approved training in the operation, applicable laws, policies, and procedures regarding the use of a UAS.
- Managing protocol for submission and evaluation of requests to deploy a UAS, including urgent requests made during developing incidents. Deployment of a UAS shall require the written authorization of the UAS Unit commander or the authorized designee, depending on the type of mission. Written authorization may include text, email or electronic format.
- Managing a protocol for assisting criminal investigations with the use of a UAS.
- Managing protocol for public notification of UAS deployment, and ensuring that proper public notifications are made when appropriate.
- Managing protocol governing the deployment and operation of a UAS including, but not limited to: safety oversight, use of visual observers, the establishment of UAS contingency procedures, and ensure communication with air traffic control facilities.
- Managing protocol for fully documenting all UAS missions.
- Managing UAS inspection, maintenance, and record-keeping protocol to ensure the continuing airworthiness of a UAS, up to and including its overhaul or life limits.
- Managing protocols to ensure that all UAS obtained data intended to be used as evidence are accessed, maintained, stored, and retrieved in a manner that ensures its integrity as evidence, including strict adherence to the chain of custody requirements. Electronic trails, including encryption, authenticity certificates, and date and time stamping, shall be used as appropriate to preserve individual rights and to ensure the authenticity and maintenance of a secure evidentiary chain of custody.
- Managing protocols that ensure retention and purge periods are maintained in accordance with established records retention schedules.

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- Facilitating law enforcement access to images and data captured by the UAS.
- Serving as the official custodian of records for UAS obtained data or imagery, and responsible for the review and processing of such data pursuant to requests for records (e.g public records requests, subpoenas, legal discovery, etc.).
- Recommending unit enhancements, particularly regarding safety and information security.
- Ensuring that established protocols are followed by monitoring and providing periodic reports to the Chief of Police.

610.4.2 UAS SERGEANT

The UAS Unit Commander shall assign a Police Sergeant or Senior Officer, or designee, to serve as the supervisor of the UAS unit. The sergeant is responsible for the following:

- Ensuring that all flight operations personnel understand and adhere to applicable regulatory requirements, standards, and organizational safety policies and procedures concerning UAS operations.
- Observing and controlling safety systems by monitoring and supervision of UAS pilots and observers.
- Monitoring pilot/observer performance compliance with organizational goals, objectives, and regulatory requirements.
- Maintaining standards and the practices of UAS Unit personnel.
- Ensuring that the UAS safety officer receives the proper training to fulfill the duties of this role.

610.4.3 UAS PILOTS

- To be considered for selection as a UAS pilot, applicants must be in good standing with the Santa Paula Police Department and meet any other standards required by the UAS Commander. City personnel from outside the Police Department must also be in good standing with their own department.
- A UAS pilot's primary duty is the safe and effective operation of the Santa Paula Police Department's UAS in accordance with manufacturers' approved flight manual, FAA regulations, and agency procedures. Pilots must remain knowledgeable of applicable FAA regulations; the UAS manufacturer's flight manual, and the Santa Paula Police Department's UAS manual, in addition to this policy.
- Pilots must maintain a valid FAA Part 107 certificate.
- In order to fly a mission (other than flights required for initial training or currency), pilots must have completed department required UAS training, as may be modified from time to time, including three (3) UAS currency events, within the previous 90 days. Currency events include landings, takeoffs, and simulator flights.
- Night missions requirements are the same as those in 610.1.1, subsection (d), but the currency events must be completed at night. A simulator may not be used to complete night currency.

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- UAS pilots may be temporarily removed from flight status at any time by the UAS Unit Commander, for reasons determined by the UAS Unit Commander. These reasons may include, but are not limited to, performance, proficiency, and the like.

610.4.4 US FLIGHT SAFETY OFFICER

Safety is the responsibility of all UAS Unit members. A UAS unit member may be designated as the UAS flight safety officer. The position will be in addition to other duties. The flight safety officer's duties may include:

- Copy and circulate pertinent safety information.
- Assist the sergeant in debriefing training sessions with an emphasis on safety concerns.
- Periodically preparing a bulletin that contains reported safety-related problems and corrective actions taken. If there were any in-flight problems, the proper procedures for handling that problem will be discussed.

610.4.5 FLIGHT OBSERVER

The UAS Unit shall designate personnel to serve in the role of UAS Unit Flight Observer. The flight observer's primary purpose is to maintain UAS situational awareness and coordinate operations between the UAS and ground personnel.

- The flight observer(s) must have completed the mandatory flight observer(s) training set forth by the UAS Sergeant.
- In addition to the UAS Pilot, every UAS operation must have a UAS Flight Observer.

610.5 AUTHORIZED USES OF UAS

Only authorized operators who have completed the required training shall be permitted to operate a Department UAS. Under no circumstances shall unqualified personnel operate a Department UAS. All UAS Unit pilots and observers shall follow this policy.

- UAS operations shall only be conducted in accordance with current FAA regulations and provisions listed in the Department's COA.
- Use of vision enhancement technology (e.g., thermal and other imaging equipment not generally available to the public) is permissible in viewing areas only where there is no protected privacy interest, or when in compliance with a search warrant or court order.

610.5.1 AUTHORIZED MISSION TYPES

UAS are intended to serve as a benefit to public safety and/or public service, improve operational safety, or help manage incidents or events. Authorized UAS use is permissible only in areas where there is no protectable privacy interest at issue, when in compliance with a search warrant or court order, or in emergency or exigent circumstances.

Authorized UAS mission types include:

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- (a) INCIDENT DOCUMENTATION: This includes the use of UAS to photograph or diagram scenes of traffic collisions, crime scenes, critical incidents, or such events deemed necessary due to their size, scope, or complexity. Use of UAS in this capacity must be authorized by the UAS Unit Senior Officer or higher.
- (b) FIELD OPERATIONS SUPPORT: This policy authorizes the use of UAS to minimize the risk of injury to officers, suspects, and bystanders, and to increase the likelihood of bringing potentially dangerous incidents to peaceful resolutions. Use of the UAS for these purposes should be limited to incidents involving felony suspects, or involving persons who pose a risk of inflicting serious bodily injury or death to themselves or others. Examples of these types of incidents include, but are not limited to: perimeter searches for suspects, barricaded suspects, suicidal suspects, high-risk search warrants, violent offender apprehensions, and hostage situations. Use of UAS in this capacity must be authorized by the UAS Unit Senior Officer or higher.
- (c) TACTICAL OPERATIONS SUPPORT: This policy authorizes UAS deployment as part of a SWAT or tactical operation. Deployments inside buildings or other structures shall be subject to the restrictions currently in place for deploying robots, pole cameras, and other observation devices utilized by SWAT, to include search warrant requirements. Use of UAS in this capacity must be authorized by the UAS Commander or higher.
- (d) INVESTIGATIVE SUPPORT: This policy authorizes the use of UAS to support the furtherance of a criminal investigation in which there is probable cause to believe that: use of UAS will capture images of a place, object, condition, behavior or event, and those images support to corroborate that a felony has been committed, or tends to show that a particular person committed a felony. Use of UAS in this capacity must be authorized by the UAS Unit Commander or higher.
- (e) AREA SEARCHES: This policy authorizes the use of UAS to conduct area searches, such as for missing persons or evidence in areas that are unsafe to traverse or are inaccessible. Use of the UAS in this capacity must be authorized by the UAS Unit Senior Officer or higher.
- (f) SEARCH AND RESCUE: This policy authorizes the use of UAS to conduct area searches and assist rescue operations for persons in areas that are unsafe to traverse, expansive or are inaccessible. Use of UAS in this capacity must be authorized by the UAS Unit Senior Officer or higher.
- (g) EXPLOSIVE DEVICE INVESTIGATION SUPPORT: This policy authorizes the use of UAS to assist personnel who are investigating a possible explosive device. Reasonable suspicion that the device may be explosive, and that use of the UAS will reduce the hazard to personnel and the public, is required. Use of the UAS in this capacity must be authorized by the UAS Unit Sergeant or higher.
- (h) HAZARDOUS MATERIAL RESPONSE OPERATION SUPPORT: This policy authorizes the use of UAS to assist personnel who are investigating a possible hazardous material situation. Reasonable suspicion that the substance may be hazardous material, and that use of the UAS will reduce the chance of death or injury to personnel and the public is required. Use of UAS in this capacity must be authorized by the UAS Unit Commander or higher.

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- (i) ILLEGAL FIREWORKS DETERRENCE AND ENFORCEMENT: This policy authorizes the use of UAS to address the illegal use of fireworks. The UAS primary role is to identify locations where illegal fireworks are ignited and/or detonated. Use of UAS in this capacity must be authorized by the UAS Unit Senior Officer or higher.
- (j) FIREFIGHTING OPERATION SUPPORT: This policy authorizes the use of UAS to support firefighters in their effort to contain and extinguish a fire. Use of UAS in this capacity must be authorized by the UAS Unit Commander or higher.
- (k) FIRE INVESTIGATION SUPPORT: This policy authorizes the use of UAS to support firefighters in their effort to investigate the cause or origin of a fire. Use of UAS in this capacity must be authorized by the UAS Unit Commander or higher.
- (l) DISASTER / MASS CASUALTY EVENT RESPONSE AND RECOVERY OPERATION SUPPORT: This policy authorizes the use of UAS to support the response to a disaster (natural or man-made) or mass casualty event, for the purpose of assessing the incident, coordinating the deployment of involved resources, and gathering information for safety purposes. In such events, UAS may be used to assist in the process of locating and recovering casualties. Use of UAS in this capacity must be authorized by the UAS Unit Commander or higher.
- (m) EVENT PLANNING AND MANAGEMENT: This policy authorizes the use of UAS to assist in the planning of events, namely those that cover large areas, and have significant vehicular or pedestrian counts. UAS may be used to monitor traffic flow and patterns, as well as that of crowds, as well as suspicious behavior. Use of UAS in this capacity must be authorized by the UAS Unit Senior Officer or higher.
- (n) AERIAL SURVEYING AND GEOGRAPHIC INFORMATION SYSTEMS (GIS) SUPPORT: This policy authorizes the use of UAS to perform mapping and surveying functions related to the City's geographic information systems. Use of UAS in this capacity must be authorized by the UAS Unit Commander or higher.
- (o) BUILDING AND PUBLIC WORKS INFRASTRUCTURE SUPPORT: This policy authorizes the use of UAS to support public works functions, including but not limited to inspections/assessments of buildings, infrastructure, and traffic engineering. Use of UAS in this capacity must be authorized by the UAS Unit Commander or higher.
- (p) TRAINING: Regular and ongoing training is required for all UAS Unit personnel that perform in the role of UAS Pilot or UAS Observer.
- (q) MUTUAL SUPPORT: This policy authorizes the use of UAS to provide mutual aid to other jurisdictions when requested. The requested mission must fall within the authorized mission types that are outlined in this policy, and must be authorized by the UAS Unit Commander or higher.

In circumstances outside of the scope of this policy, personnel should consult with the City Attorney prior to engaging in UAS use.

610.5.2 ASSISTING OTHER CITY AGENCIES

A UAS may be deployed to assist another City agency as long as the deployment is authorized by the UAS Unit Commander or higher, and the UAS is operated in accordance with this policy.

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610.6 PROHIBITED USE

The UAS video surveillance equipment shall not be used for:

- Conducting random patrol or surveillance activities.
- Monitoring a person based solely on individual characteristics, such as, but not limited to race, ethnicity, national origin, religion, disability, gender or sexual orientation.
- Harassing, intimidating or discriminating against any individual or group.
- Conducting personal business of any type

No Department UAS shall carry weapons or armament of any kind.

610.7 UAS OBTAINED DATA

All UAS flights, including training flights, shall be recorded in their entirety. All such recordings shall be deemed as Department property, and retained by the Department per an established retention schedule.

- (a) Employees shall not retain recordings of activities or information obtained during an on-duty UAS deployment. Employees shall not duplicate or distribute such recordings, except for authorized legitimate Department business purposes. Unless for official business, recordings of any type shall not be posted to or distributed via the internet, email, file transfer, remote computer access, news services, social networking, social media, instant messaging, blogs, forums, video or other file sharing sites without prior approval from the Chief of Police.

610.8 TRAINING WITH UAS VIDEO FILES

Video files and images from a UAS deployment may serve as a training tool for individuals, specific units, and the Department. Department members recommending utilization of a UAS video file for training purposes will submit the recommendation for the approval through the chain of command to their respective Division Commander, who will present the request to the UAS Unit Commander.

610.9 FLIGHT LOGS

Each UAS Pilot will maintain a standardized flight log. Following the completion of any flight, pilots will log the date, flight time and locations of all UAS deployments. All UAS Flight logs shall at a minimum note: case number, incident type, purpose of flight, duration of flight, maximum altitude, and specify whether automated flight or manual flight.

610.10 RETENTION OF UAS DATA AND RECORDS

- (a) Data collected by the UAS shall be retained as provided in the established records retention schedule.
- (b) All data collected shall be retained for a period consistent with the requirements of the Department's records retention schedule, but in no event for a period less than 2 1/2 years.

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- (c) Any recording associated with a criminal case will be retained in the same manner as evidence for that case, but shall not be purged prior to 2 1/2 years.
- (d) All UAS flight logs shall be retained as provided in the established records retention schedule.

610.11 RELEASE OF RECORDINGS

Recording made using any City-owned UAS pursuant to this policy are deemed as Department and City records, and may only be released as provided in Policy Manual § 810 (Release of Records and Information) or for other authorized legitimate Department business purposes.

610.12 REVIEW OF RECORDED MEDIA FILES

- (a) When preparing written reports or for oral statement or testimony, employees may review UAS recordings as a resource. However, employees should not use the fact that a recording was made as a reason to write a less detailed report. The UAS Unit Commander or Sergeant may routinely inspect recordings, provided that the inspections are reasonable, conducted in good faith, and not for the sole purpose of searching for violations of Department policy or law not related to a specific complaint or incident. Recorded files may also be reviewed:
 - 1. By an employee, his or her attorney or representative, who is participating in, as a subject or witness, an official investigation, such as a personnel complaint, administrative investigation or criminal investigation, if the subject officer's image or voice is captured on the recorded file or the officer was present during the incident.
 - 2. Pursuant to lawful process or by court personnel who are otherwise authorized to review evidence in a related case.
 - 3. By media personnel with permission of the Chief of Police or the authorized designee.
 - 4. In compliance with a public records request, if permitted, and in accordance with Policy Manual § 810.

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Donald Aguilar, Police Chief

Subject: DISCUSSION ON POTENTIAL PUBLIC SAFETY COMMITTEE OPTIONS

Date: June 18, 2025

Agenda Item: 12.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Consider options related to a public safety or police chief advisory committee and provide further feedback to staff to return with the guidelines and parameters for such a committee, based on Council consensus.

BACKGROUND:

Many municipalities seek the assistance of public safety committees to assist in specific roles to provide guidance, recommendations and, in some cases, oversight to local public safety departments. The purpose of these committees can be to serve as a bridge between the community and public safety entities, such as police and fire departments. Public safety committees encourage community input on services and issues. Committee members, typically made up of members of the community, may review proposed policies and practices and make recommendations to the respective department head. This engagement facilitates two-way communication between public safety and members of the community. Public safety committees may meet regularly, depending on need, to discuss policies and topics important to the community.

In 2022, a Police Chief advisory committee was formed in Santa Paula. The Chief of Police selected the five-member committee with representation from the senior, business, and civic community as well as some at-large members. The committee was designed as a sounding-board and a means of gaining community input on various initiatives and topics. However, the advisory committee was suspended with the departure of the former Chief of Police.

In June 2023, the Council adopted its two-year strategic plan which, in part, called for the "creation of a Police Chief's Advisory Board" (Objective E.5) as a means of enhancing community engagement with our police department.

At the February 19, 2025 Council meeting, Council reviewed a proposal by Mayor Chavez to consider the establishment of a Public Safety Committee. Council noted their willingness to have a further discussion on this topic and recommended it remain focused on police, not

inclusive of fire or emergency preparedness, since the Citizen Corp was formed for the latter purpose and the former matter of fire services is now provided by the County.

ANALYSIS:

A public safety advisory committees - or a police chief advisory committee - can serve at the pleasure of either the Council or the Chief, based on established guidelines adopted by Council or established by the police department. Committee members may also be selected through interviews and an open application and appointment process by Council or could be selected by the Chief of Police or a panel of police personnel. Such a committee could help to provide input and recommendations to police personnel on community issues, policing practices and community engagement.

Oversight committees, on the other hand, have the authority to review complaints and investigations of misconduct, often with a focus on accountability and transparency, occasionally conducting investigations or internal reviews. An oversight function is typical for public safety agencies where guidance and decision making authority rests with the committee due to allegations of misconduct within the agency. Such oversight committees are often composed of retired judges, lawyers or members of the law enforcement community since their role often includes reviewing grievances, legal documents, or reports on use of force, etc. They are more common in large organizations, like counties, or with the auditing of policy standards within the court system or prison system, for example.

It should be noted that public safety agencies operate in a highly regulated environment, especially here in California, where mechanisms of professional standards include internal administrative investigations and performance standards working to monitor police activity. In Santa Paula, the community welcomes trust, approachability and transparency of public safety leaders and their employees. A public safety committee would benefit an ongoing open dialogue with valuable discussion and collaboration.

Should Council desire to move forward with the establishment of some type of committee, general direction should be given to staff and the City Attorney to return with committee guidelines, including the scope and purpose of the committee, the size and the appointment process.

STRATEGIC PLAN:

This item supports City Council's goal of creating an environment within the City in which our residents feel safe, and which promotes the City as a location of choice for living, working, visiting and recreating identified in Section E. Public Safety of the two-year Strategic Plan.

Specifically, the Strategic Plan, Objective E.5, seeks to enhance community engagement to "connect our police with the community, local nonprofits and businesses," and calls for the "creation of a Police Chief's Advisory Board."

FISCAL IMPACTS:

There are no increased fiscal impacts to conduct, facilitate and coordinate public safety committee meetings. Those committee members selected would volunteer their time for serving on the committee. Soft costs, including staff time, would be based on the frequency of

committee meetings.

OPTIONS:

While the Council is under no obligation to establish some type of public safety, advisory, or oversight committee, doing so would be consistent with the adopted strategic plan. Obtaining Council direction, one way or another, will help to move this matter forward.

ATTACHMENTS:

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: CONSIDERATION OF A TENDER OFFER OF LIMCO STOCK

Date: June 18, 2025

Agenda Item: 12.C

RECOMMENDATION:

Staff recommends that the City Council:

- A) Consider options related to a tender offer of City held stock and,
- B) Provide staff with direction on the offer.

Presented by: Dan Singer, City Manager

BACKGROUND:

In late April, 2025, the City was sent a limited partner tender offer from Limco Del Mar, Ltd for shares of the company the City holds from an endowment given to the Community Center. It is unclear when the shares were gifted to the City and whether restrictions were placed on the gift at that time. An annual distribution (dividend) is associated with the shares and accumulates in the Community Center Endowment fund.

According to the tender offer, Limoneira Company, is offering to purchase from Eligible Sellers up to an aggregate total of 224,859 Units of Limco Del Mar, Limited Partnership shares, dated as of August 31, 1972.

The purchase price being offered for the Units is for a cash amount equal to \$70 per Unit (the "Offer Price"), which is an amount intended to provide a 15% premium over the current estimated fair market value. The City holds 1488 shares.

ANALYSIS:

Limco owns and/or leases and operates real property known as the Limco Del Mar Ranch (the "Ranch"). The Ranch consists of 221 gross acres, with 213 acres owned by the Company and 8 acres leased from Southern California Edison. Of this, 206 acres are actively farmed, including 138 acres of lemons and 68 acres of avocados. The remaining acreage is used for roadways, support areas, and farmsteads. Property improvements include minor agricultural buildings, sheds, and support structures. The Company also holds 502 acre-feet of Santa Paula Basin water pumping rights.

The Ranch is located in Ventura County, bordered by Hill Street to the west, Harmon Barranca

to the east, Foothill Road to the north, and Telegraph Road to the south. It is zoned Agricultural Exclusive, 40-acre minimum (AE40). While the Ranch is not currently within the City of Ventura's Sphere of Influence, it remains under Ventura County's SOAR (Save Open Space and Agricultural Resources) initiative, which restricts farmland conversion without voter approval. SOAR, which was renewed in 2016, remains in effect until 2050.

The tender offer states that the company has reached an operational crossroads. *"The 138 acres of lemon trees are nearly 40 years old, resulting in declining productivity and quality. Additionally, oversupply in the global lemon market has impacted profitability. In response, the General Partner recommends converting 105 acres from lemons to avocados to enhance long-term financial returns (the "Replanting Project"). The Replanting Project, estimated at \$2.5 million, is scheduled to begin in 2026, with an initial \$500,000 deposit required now to secure avocado trees from the nursery. While the long-term outlook for avocado production is strong, this transition will require significant investment and several years before full productivity is achieved (this timeline is estimated to take from 2026 to 2031)."*

"The Replanting Project will temporarily reduce available cash for distributions, at least until 2030. The General Partner anticipates that the current cash reserves will not be sufficient to fully fund the Replanting Project and the transition period and that the Company will need to borrow additional funds to finance the transition, which may further impact the cash available for distribution."

"At the same time, the General Partner continues to explore the possibility of converting the Ranch's zoning from agricultural (AE40) to residential development. While this process is challenging due to SOAR's voter approval requirement, the General Partner believes the highest and best use of the property is residential development. The entitlement process may involve significant costs and uncertainty, further impacting future cash reserves and distributions. Given these factors, the General Partner believes that proceeding with the replanting of avocados remains a prudent investment decision while continuing to evaluate long-term land use conversion opportunities."

The City has three primary options at this time as further articulated below, however a decision must be submitted to Limco by the end of the month should we wish to participate in the tender.

- 1) The City could tender all of our 1488 shares and receive cash compensation valued at \$104,160 to be placed in the Community Center endowment fund or utilized for needed Community Center repairs or upgrades.
- 2) The City could tender a portion of the shares while maintaining a portion for a longer term investment, say tendering half of the shares now while holding half of the shares.
- 3) The City could maintain all of its shares as there is no obligation to liquidate shares at this time.

Should the City decide to hold all (or a portion) of the 1488 shares we own, there would be both upside and downside. The City will see the diminishment or elimination of the annual dividend received from these shares for at least a five-to-seven year period until the new avocado groves are fully established and producing a profitable crop. Were the City to tender its shares we would earn interest on the proceeds on an on-going basis (approximately \$4,000 per year). On the other hand, the long-term prospect of having ownership in avocado crops or eventually in housing development, were that to come to fruition, could have much

greater value than \$70 per share.

It should be noted that the dividend associated with the City's holdings has eroded significantly over the last 10 years as noted in the fiscal impact section below. Because the dividend is dependent on crop yield and market demands it can fluctuate significantly from year to year. The City's dividends are held in the Community Center endowment fund so the City has not been dependent on the size of the dividend and has only occasionally utilized the funds for facility upgrades. Staff is unaware of restrictions on the use of these funds or any limitations on the liquidation of the City's asset in Limco.

The complete tender offer has been identified as "Confidential," therefore it is not attached to this report. A complete copy is available with the City Manager should the Council wish to review it.

STRATEGIC PLAN:

This action is not identified in the City's adopted Strategic Plan.

FISCAL IMPACTS:

The City maintains an endowment fund for the Community Center, which holds the shares in Limco. The current fund balance, which also earns interest, is above \$600,000.

Fiscal Year of Dividend	Dividend Amount
2016	\$10,416
2017	\$10,416
2018	\$7,440
2019	\$8,928
2020	\$2,976
2021	Covid shutdown - no dividend
2022	\$5,952
2023	\$5,952
2024	\$3,720
2025	\$1,488

As illustrated, the dividends associated with this holding have been on the decline for the past eight years and, per the tender offer, is anticipated to stay low or be non-existent for the foreseeable future as the ranch is converted from Lemon groves to Avocado groves. It should also be noted that whereas in the past the City's reserve funds were only invested in the Local Agency Investment Fund (LAIF), our funds are now actively invested with Chandler Asset Management and have the potential to realize much greater returns than with LAIF. Holding the cash proceeds and realizing a rate of return around 4% may more than make up for the lost dividends.

OPTIONS:

It should be noted that the City is under no obligation to sell all or some of our shares. Holding the shares could have long-term value and reward, but will result in short-term stagnation. It is

at Council's complete discretion whether to participate fully, partially or not-at-all in this tender offer.

ATTACHMENTS:

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: FUTURE AGENDA ITEMS

Date: June 18, 2025

Agenda Item: 13.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:

[06.18.2025 Future Agenda Items-2.docx](#)



Santa Paula City Council Tentative Agenda Schedule

Activities associated with the Council's Strategic Plan*

	Special Meeting June (Date & Time TBD)	
Finance	Budget Adoption	
HR	Update on Vacancies in Compliance with AB 2561	
	July 2nd Study Session 4:30 pm Regular Meeting 6:30 pm	
	Study Session: Topic TBD	
P&R	Senior Advisory Committee Annual Presentation	
P&R	Parks & Rec Month Proclamation	
PD	Police Department Report	
Finance	Finance Department Report	
Admin	Strategic Plan Adoption	
PW	Conditional Acceptance of 3 Million Gal Tank	
P&R	Union Oil License Agreement	
PD	Animal Services Agreement	
P&R	Santa Paula Senior Master Plan for Aging	
CDD	People's Place Funding	
Admin	Legislative Platform	
	STUDY SESSION TOPICS	
Admin	No Smoking Ordinance	TBD
Finance	Development Impact Fees (DIF)* Review	July 2 nd
Admin	Municipal Code Update – Joint with Planning Commission*	Ongoing
CDD	Use of Triangle Property on Housing	2 nd Qtr.
	FUTURE AGENDA ITEMS	
PW	Plans & Specifications for 8 th Street Streetlight Repair Project	
CDD	Central Business District Live Entertainment Ord 1339	
CDD	Cultural Arts Presentation*	
Legal	Fire MOU Amendment	
CDD	Downtown Vacancies Options*	
CDD	Downtown Parking Inventory and Options*	
P&R	Teague Park Restroom	
HR	Adoption of Labor Agreements	
PW	Pavement Management Plan - Cycle 2*	