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, SEPTEMBER 17, 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 SCOUTING AMERICA RECOGNITION - SANTA PAULA TROOP 304

   7.B VENTURA COUNTY MUSEUM CHANGES IN OPERATIONS

7.C NATIONAL HISPANIC HERITAGE MONTH PROCLAMATION

7.D CAUSE SANTA PAULA - PRESENTATION

7.E CALIFORNIA DEPARTMENT OF INSURANCE

7.F VENTURA COUNTY FIRE DEPARTMENT 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 **APPROVAL OF MINUTES**

- **City Council Special Meeting June 18, 2025**
- **City Council Regular Meeting June 18, 2025**
- **City Council Special Meeting June 30, 2025**

RECOMMENDATION:

Staff recommends Council approve minutes.

10.B **JULY 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 July 2025, starting check number 341321 and ending check number 341578.
2. Review and accept the "Certification of Salaries" for the pay period ending dates June 27th, 2025, through July 11th, 2025.

10.C **AUGUST 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 August 2025, starting check number 341579 and ending check number 341871.
2. Review and accept the "Certification of Salaries" for the pay period ending dates July 25th, 2025, through August 22nd, 2025.

10.D **REVISED SALARY SCHEDULE RESOLUTION FOR FY 2025-2026 AND FY 2026-2027**

RECOMMENDATION:

It is recommended that the City Council:

(1) Adopt Resolution No. 7590, approving revisions to the FY 2025-2026 and FY 2026-2027 Salary Schedule.

10.E **ANNUAL AUDIT - FY 23/24**

RECOMMENDATION:

Staff recommends the City Council receive and place on file the Annual Audited Financial Statements for the Fiscal Year ended June 30, 2024.

Presented by: Christy Ramirez, Finance Director

10.F **SCHOOL RESOURCE OFFFICER CONTRACT WITH SANTA PAULA UNIFIED SCHOOL DISTRICT**

Prepared by: Police Chief Don Aguilar

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute the School Resource Officer (SRO) MOU with the Santa Paula Unified School District (SPUSD).

10.G **CITY LEASE AGREEMENT WITH THE MENDOCINO RAILWAY FOR USE OF 200 NORTH 10TH STREET (TRAIN DEPOT) FOR OFFICE PURPOSES**

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve a five-year lease agreement with option to extend an additional five-years between the City and the Mendocino Railway for 1,665 square feet of commercial property at 200 North 10th Street (the Train Depot); and

3. Authorize the City Manager, or designee, to execute the agreement in a form approved by the City Attorney.

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 **PROJECT NO. 2025-CDP-01: APPROVAL OF A CONDITIONAL USE PERMIT, DESIGN REVIEW, AND VESTING TENTATIVE TRACT MAP NO. 6114 FOR A CONDOMINIUM PROJECT AT 895 FAULKER ROAD**

RECOMMENDATION:

Staff recommends the City Council:

1. Call for the staff presentation.

2. Ask if applicant wishes to speak.
3. Open the public hearing.
4. Close the public hearing.
5. Adopt City Council Resolution No. 7568 approving Project No. 25-CDP-01, a Conditional Use Permit to allow for the development of 213 attached condominiums, Design Review, and Vesting Tentative Tract Map No. 6114 at property located at 895 Faulkner Road, subject to the conditions of approval, and adopting an Addendum to the 2040 General Plan Final EIR.

Presented by: Anna Arroyo, Assistant Planner

11.B

PROJECT NO. 2025-CI-07: AN ORDINANCE AMENDING CHAPTERS 16.52 SWIMMING POOLS, 16.56 AMUSEMENT ARCADES, 16.58 ALCOHOLIC BEVERAGE SALES, 16.60 CHILD DAY CARE FACILITIES, 16.62 ASSEMBLY HALLS, 16.64 COMMUNITY CARE FACILITIES, 16.66 DRIVE-THROUGH FACILITIES, 16.68 NEWRACKS, 16.70 RECYCLING FACILITIES, 16.72 SERVICE STATIONS, 16.74 VENDING MACHINES, 16.75 PROHIBITION ON INDUSTRIAL HEMP CULTIVATION, 16.76 YARD AND GARAGE SALES, 16.77 ELECTRIC VEHICLE CHARGING SYSTEMS; STREAMLINED PERMITTING, 16.78 EMERGENCY SHELTERS, 16.79 REGULATION OF CANNABIS ACTIVITIES, 16.80 SUBDIVISION REGULATIONS, 16.85 CONDOMINIUMS AND CONVERSIONS, 16.96 GRADING PERMITS, 16.97 GRADING REGULATION, 16.98 HILLSIDE GRADING PRACTICES, 16.99 DRAINAGE, EROSION, AND DUST CONTROL, 16.100 GENERAL PROVISIONS, 16.102 PERMIT AND RECLAMATION PLAN, 16.104 REGULATIONS FOR OPERATION OF SURFACE MINE, 16.106 GROWTH MANAGEMENT, 16.108 TRANSPORTATION DEMAND MANAGEMENT, AND 16.110 NONCONFORMITIES 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) 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. 1348, entitled “An Ordinance Amending Chapters 16.52 Swimming Pools, 16.56 Amusement Arcades, 16.58 Alcoholic Beverage Sales, 16.60 Child Day Care Facilities, 16.62 Assembly Halls, 16.64 Community Care Facilities, 16.66 Drive-Through Facilities, 16.68 Newsracks, 16.70 Recycling Facilities, 16.72 Service Stations, 16.74 Vending Machines, 16.75 Prohibition On Industrial Hemp Cultivation, 16.76 Yard And Garage Sales, 16.77 Electric Vehicle Charging Systems; Streamlined

Permitting, 16.78 Emergency Shelters, 16.79 Regulation Of Cannabis Activities, 16.80 Subdivision Regulations, 16.85 Condominiums And Conversions, 16.96 Grading Permits, 16.97 Grading Regulation, 16.98 Hillside Grading Practices, 16.99 Drainage, Erosion, And Dust Control, 16.100 General Provisions, 16.102 Permit And Reclamation Plan, 16.104 Regulations For Operation Of Surface Mine, 16.106 Growth Management, 16.108 Transportation Demand Management, And 16.110 Nonconformities 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) Of The Public Resources Code

Presented by: Monica Castillo, City Attorney

12. ACTION ITEMS

12.A TELEGRAPH ROAD WIDENING AND ROUNDABOUT UPDATE

RECOMMENDATION:

Receive this update presentation for informational purposes.

Presented by: Bob Woodward, City Engineer

12.B MOBILE HOME RENT REVIEW COMMISSION COMPENSATION

RECOMMENDATION:

It is recommended that the City Council:

1. Discuss and provide direction to staff regarding the amount and structure of compensation for the Mobile Home Rent Review Commission.

Presented by: James Mason, Community & Economic Development Director

13. ITEMS FOR FUTURE AGENDAS

13.A FUTURE AGENDA ITEMS

RECOMMENDATION:

Staff recommends City Council review future agenda items.

14. ADJOURNMENT

State of California)-

County of Ventura)- ss

City of Santa Paula)-

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

On_____at_____Signed:_____

Julie Latshaw

City Clerk

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Julie Latshaw, City Clerk

Subject: APPROVAL OF MINUTES
- City Council Special Meeting June 18, 2025
- City Council Regular Meeting June 18, 2025
- City Council Special Meeting June 30, 2025

Date: September 17, 2025

Agenda Item: 10.A

RECOMMENDATION:

Staff recommends Council approve minutes.

BACKGROUND:

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

ANALYSIS:

None.

STRATEGIC PLAN:

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

FISCAL IMPACTS:

There are no fiscal impacts for this item.

OPTIONS:

None.

ATTACHMENTS:

2025.06.18 City Council Special Minutes.pdf
2025.06.18 City Council Regular Minutes.pdf
2025.06.30 City Council Special Minutes.pdf

CITY OF SANTA PAULA
City Council Special Meeting
June 18, 2025, 4:30 PM
MINUTES

1) CALL TO ORDER

Mayor Chavez called the meeting to order at 4:31 p.m.

2) ROLL CALL

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

3) PUBLIC COMMENT

None.

4) ACTION ITEMS

4.A) BUDGET WORKSHOP

Finance Director Christy Ramirez began the Budget Workshop on CIP's.
Parks & Recreation Director Greg Barnes explained the needed funds for Buildings.
Engineer Robert Woodward explained the needed funds for Streets.
Becca with MKN and Associates explained the needed funds for Sewer.
Water Superintendent Frank Almazon explained the needed funds for Water.

City Manager Dan Singer and Finance Director Christy Ramirez explained other budget revenue and expenses.
Council decided to move SPIRIT off of Council budget.

5) CLOSED SESSION

5.A) CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE §54957.6 - City Representatives: Chief Labor Negotiator Irma Rodriguez Moisa, City Manager Dan Singer, Finance Director Christy Ramirez, and Human Resources Administrator Lorena Alvarez; Employee Organizations: Community Services Officer Association; Mid-Management Association; Professional & Supervisory Association; Service Employee International Union, Local 721 (SEIU);

Santa Paula Police Officers Association (SPPOA); and Unrepresented Employees: Executive Management; Confidential employees; Part-time employees.

City Council recessed to closed session at 5:43 p.m.

6) CLOSED SESSION REPORT

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

7) ADJOURNMENT

Council continued item 4.A Budget Workshop at the end of the City Council Regular meeting, recessing again back to closed session at 10:00 p.m., adjourning the Special meeting at 11:06 p.m.

ATTEST:

_____

Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Regular Meeting
June 18, 2025, 6:30 PM
MINUTES

1) CALL TO ORDER

Mayor Chavez called the meeting to order at 6:41pm.

2) INVOCATION

Deacon Al Guilin provided the Invocation.

3) FLAG SALUTE

Councilmember Ornelas led the flag salute.

4) ROLL CALL

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

5) CLOSED SESSION REPORT

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

6) PUBLIC COMMENT

None.

7) PRESENTATIONS

7.A) MENTAL HEALTH AWARENESS PRESENTATION

Dr. Loretta Denering, Director of Ventura County and Assistant Director Connie Moreno-Peraza provided a presentation on Mental Health Awareness.

7.B) DISPATCHER OF THE YEAR

On behalf of the Santa Paula Police Department, Commander Starna announced Carlos Alarcon as Dispatcher of the Year.

7.C) PROJECT ESPERANZA RECOGNITION

Mayor Chavez presented Project Esperanza Recognition to Lizbeth Magana, Alison Medina, Victoria Carrillo, and Master Carlos Urrutia.

7.D) COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT REPORT

Community and Economic Development Director James Mason provided the Community and Economic Development Department Activity Report.

8) CITY COUNCIL REPORTS

Councilmember Crosswhite:
Attended the Ventura County Transportation Commission meeting.

Councilmember Cornejo:
Announced that the State of the City Event was a success. Announced the Rose Garden dedication to Gary and Nancy Nasalroad was beautiful and appreciated by the family.

Vice Mayor Juarez:
Announced that he was thankful to everyone who was involved in the opening of the Time Capsule on June 16 and mentioned that the artifacts are now displayed in the hallway of City Hall for the public to see.

9) CITY MANAGER REPORTS

10) CONSENT CALENDAR

10.A) MAY 2025 WARRANTS AND CERTIFICATIONS

10.B) THREE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH MKN & ASSOCIATES

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

10.D) AMENDMENT TO THREE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH LARRY WALKER ASSOCIATES

10.E) 2025 LABOR DAY PARADE REQUEST FOR FEE WAIVER

City Attorney Monica Castillo announced redline on item 10.B with MKN and associates. The correction is to add language to limit rates to a budget amount that is contingent upon the city's approved fiscal year each year.

Motion: Approve consent calendar items 10.A, 10.C, 10.D, and 10.E, and approve as amended item 10.B.
Moved by Carlos Juarez, seconded by Jenny Crosswhite

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

11) PUBLIC HEARING

11.A) INTRODUCTION OF ORDINANCE NO. 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.

City Attorney Monica Castillo presented this item.

Mayor Chavez opened the public hearing. With no public comments, the public hearing was closed.

Motion: Approve Waiving 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”.
Moved by Carlos Juarez, seconded by Gabriela Ornelas

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

12) ACTION ITEMS

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

Police Chief Aguilar presented a presentation on Public Safety Use of Unmanned Aerial Systems (UAS).

Motion: Approve as amended Public Safety Use of Unmanned Aerial Systems (USAS) draft policy, with the addition of language naming SMS/Text message in the sentence about "unless for official business of any type shall not be posted to or distributed"
Moved by Jenny Crosswhite, seconded by Gabriela Ornelas

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

12.B) DISCUSSION ON POTENTIAL PUBLIC SAFETY COMMITTEE OPTIONS

Police Chief Aguilar provided information on potential public safety committee.

Council provided feedback for Police Chief Aguilar to develop a Police Chief Advisory Committee without it being appointed by Council and bring back guidelines for Council to review.
Council was in consensus.

12.C) CONSIDERATION OF A TENDER OFFER OF LIMCO STOCK

City Manager Dan Singer presented this item.
Council provided staff with feedback to research and bring back on a future agenda.

13) ITEMS FOR FUTURE AGENDAS

13.A) FUTURE AGENDA ITEMS

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

Council continued the Budget Workshop from earlier at 4:30 pm Special meeting, providing staff with changes.

15) ADJOURNMENT

Mayor Chavez adjourned the meeting in memory of Ray Luna and Bob Russell at 10:00 pm. Council recessed back to closed session, adjourning closed session at 11:06 pm.

ATTEST:

_____
Julie Latshaw, City Clerk

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

1) CALL TO ORDER

Mayor Chavez called the meeting to order at 4:31 p.m.

2) ROLL CALL

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

3) PUBLIC COMMENT

None.

4) CONSENT CALENDAR

4.A) SECOND AMENDMENT TO THE THREE-YEAR ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH M6 CONSULTING, INC. (CITY ENGINEER)

Motion: Approve authorizing the City Manager to execute the Second Amendment to the Three-Year On-Call Professional Services Agreement with m6 Consulting, Inc. to increase the not-to-exceed compensation to $303,210 for FY 24/25, $417,400 for FY 25/26, and $397,250 for FY 26/27.
Moved by Jenny Crosswhite, seconded by Gabriela Ornelas

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

4.B) FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH MERCHANT MCINTYRE AND ASSOCIATES FOR LEGISLATIVE ADVOCACY SERVICES

Motion: Approve authorizing the City Manager to execute a fourth amendment to the professional services agreement with Merchant McIntyre and Associates (MMA) for federal legislative advocacy services, in an amount of $60,000, extending the term from July 1, 2025

to June 30, 2026, and increasing the total not-to-exceed amount to $312,000.
Moved by Carlos Juarez, seconded by Jenny Crosswhite

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

4.C) FIRST AMENDMENT TO THREE-YEAR ON CALL PROFESSIONAL SERVICES AGREEMENT WITH PHOENIX CIVIL ENGINEERING (CROSSWALK SAFETY IMPROVEMENT PROGRAM)

This item was postponed to a future agenda.

5) ACTION ITEMS

5.A) CITY OF SANTA PAULA VACANCIES REPORT PURSUANT TO ASSEMBLY BILL (AB) 2561

Human Resources Administrator Lorena Alvarez presented a presentation on this item.

No bargaining units were present to speak.

5.B) BUDGET ADOPTION: FISCAL YEARS 2025/26 & 2026/27

Finance Director Christy Ramirez presented a presentation on this item.

Motion: Approve as amended adopting Resolution 7577 to Approve the FY 2025/26 and FY 2026/27 Final Operating Budget for the City of Santa Paula and Adopting the FY 2025/26 and FY 2026/27 Capital Improvement Budget, including edits to the final document; and adopt Resolution 7578 approving an amendment to the position control list to include the Senior Administrative Analyst Classification and the Administrative Analyst Series Job Description.
Moved by Leslie Cornejo, seconded by Jenny Crosswhite

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

6) CLOSED SESSION

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

6.B) PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Government Code § 54957(b)(1), Title: City Manager

Council recessed to closed session.

7) CLOSED SESSION REPORT

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

8) ADJOURNMENT

Mayor Chavez adjourned the meeting at 10:06 p.m.

ATTEST:

_____

Julie Latshaw, City Clerk

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Beatriz Jimenez, Assistant Finance Director

Subject: JULY 2025 WARRANTS AND CERTIFICATIONS

Date: September 17, 2025

Agenda Item: 10.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for July 2025, starting check number 341321 and ending check number 341578.
2. Review and accept the "Certification of Salaries" for the pay period ending dates June 27th, 2025, through July 11th, 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 June 27th, 2025, through July 11th, 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 July 2025 Certifications of Accounts Payable Checks and Certifications of Salaries.

ATTACHMENTS:

July 2025 Payroll and AP Certifications.pdf

EXHIBIT A:
CERTIFICATION OF SALARIES

CERTIFICATION OF SALARIES

BEG. CHK #: **148870** **PAYROLL ENDING: 06/27/25**
ENDING CHK #: **148884** **PAY DATE: 07/04/25**

100	GENERAL FUND	363,491.57
104	GENERAL FUND-MEASURE T	82,949.14
206	STORMWATER PROGRAM	3,529.61
280	STATE GAS TAX FUND	20,632.69
405	AAA-AREA AGCY ON AG	2,178.20
610	SEWER ENTERPRISE FUND	11,857.44
620	WATER ENTERPRISE FUND	72,134.30
702	EQUIP. MAINT. FUND	12,841.02
	$	**569,613.97**

CERTIFICATION
ALLOWED BY THE CITY COUNCIL

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

9/9/25
JULIE LATSHAW - CITY CLERK DATED

PREPARED BY:

9/8/25
MARIA RENTERIA - PAYROLL SPECIALIST DATED

9/9/25
BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR DATED

Fund Summary

Fund	Units	Amount
100-GENERAL	6,855.46	363,491.57
104-GENERAL FUND-MEASURE T	1,845.99	82,949.14
206-STORMWATER PROGRAM	60.95	3,529.61
280-STATE GAS TAX	484.65	20,632.69
405-AAA (AREA AGCY ON AGING)	80.97	2,178.20
610-SEWER	228.15	11,857.44
620-WATER	1,457.58	72,134.30
702-EQUIPMENT MAINTENANCE	247.00	12,841.02
Grand Total:	**11,260.75**	**569,613.97**

CERTIFICATION OF SALARIES

BEG. CHK #: **148885** **PAYROLL ENDING: 07/11/25**
ENDING CHK #: **148902** **PAY DATE: 07/18/25**

100	GENERAL FUND	380,111.97
104	GENERAL FUND-MEASURE T	89,531.72
206	STORMWATER PROGRAM	3,531.22
280	STATE GAS TAX FUND	21,051.95
405	AAA-AREA AGCY ON AG	1,868.46
610	SEWER ENTERPRISE FUND	11,841.66
620	WATER ENTERPRISE FUND	76,569.37
702	EQUIP. MAINT. FUND	12,847.71
	$	**597,354.06**

CERTIFICATION
ALLOWED BY THE CITY COUNCIL

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

Julie Latshaw 9/9/25
JULIE LATSHAW - CITY CLERK DATED

PREPARED BY:

Maria Renteria 9/8/25
MARIA RENTERIA - PAYROLL SPECIALIST DATED

9/9/25
BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR DATED

Fund Summary

Fund	Units	Amount
100-GENERAL	7,139.24	380,111.97
104-GENERAL FUND-MEASURE T	2,126.44	89,531.72
206-STORMWATER PROGRAM	61.05	3,531.22
280-STATE GAS TAX	491.22	21,051.95
405-AAA (AREA AGCY ON AGING)	70.72	1,868.46
610-SEWER	227.52	11,841.66
620-WATER	2,242.03	76,569.37
702-EQUIPMENT MAINTENANCE	247.00	12,847.71
Grand Total:	**12,605.22**	**597,354.06**

EXHIBIT B:

CERTIFICATION OF ACCOUNTS PAYABLES

CERTIFICATION OF ACCOUNTS PAYABLE CHECKS

CHECK NO.:	341321	THRU:	341321	DATED:	July 1, 2025
CHECK NO.:	341322	THRU:	341322	DATED:	July 3, 2025
CHECK NO.:	341323	THRU:	341329	DATED:	July 7, 2025
CHECK NO.:	341330	THRU:	341335	DATED:	July 9, 2025
CHECK NO.:	341344	THRU:	341442	DATED:	July 10, 2025
CHECK NO.:	341443	THRU:	341443	DATED:	July 15, 2025
CHECK NO.:	341444	THRU:	341450	DATED:	July 18, 2025
CHECK NO.:	341451	THRU:	341570	DATED:	July 24, 2025
CHECK NO.:	341571	THRU:	341578	DATED:	July 29, 2025
DRAFT:	992465	THRU:	992468	DATED:	July 9, 2025
DRAFT:	992469	THRU:	992469	DATED:	July 10, 2025
DRAFT:	992470	THRU:	992470	DATED:	July 2, 2025
DRAFT:	992471	THRU:	992471	DATED:	July 9, 2025
DRAFT:	992472	THRU:	992472	DATED:	July 16, 2025
DRAFT:	992473	THRU:	992477	DATED:	July 23, 2025
DRAFT:	992478	THRU:	992478	DATED:	July 17, 2025
DRAFT:	992479	THRU:	992482	DATED:	July 24, 2025
DRAFT:	992483	THRU:	992483	DATED:	July 30, 2025
DRAFT:	992490	THRU:	992490	DATED:	July 30, 2025
VOIDED CHECK NO.:	341385	THRU:	341385	DATED:	July 10, 2025

COUNCIL MEETING DATE: September 17, 2025

AMOUNT OF CERTIFICATION: $ 6,907,382.75

DISTRIBUTION BY FUND

100	GENERAL FUND	$2,527,935.29
103	CABLE TELEVISION FUND	$4,250.00
104	GENERAL FUND MEASURE - MEASURE T	$696,848.31
108	GENERAL FUND MEASURE - MEASURE R	$92,843.48
115	RECREATION PROGRAM	$4,337.17
205	NPDES STORMWATER QUALITY	$581.25
206	STORMWATER PROGRAM	$20,790.62
229	SVCS-DESIGN/STUDY	$7,451.25
280	STATE GAS TAX	$182,215.05
312	CA USED OIL BLOCK GRANT	$42,000.00
405	AAA (AREA AGENCY ON AGING	$10,836.96
412	AMERICAN RESCUE PLAN	$44,743.94
450	HUD - CDBG	$9,892.55
503	GHAD-GEO HAZ ABATEMENT	$3,969.25
504	HARVEST CFD EA1	$2,609.83
610	SEWER ENTERPRISE	$1,625,351.50
620	WATER ENTERPRISE	$1,280,662.50
702	EQUIPMENT MAINTENANCE FUND	$63,977.43
800	CASH DEPOSIT TRUST FUND	$273,426.85
803	HARDING PARK TRUST	$12,165.52
804	DLA FOR FORMER RDA	$494.00
	TOTAL FUND DISTRIBUTION	$6,907,382.75

PREPARED BY: Anairy Gonzalez
ANAIRY GONZALEZ
ACCOUNTING SPECIALIST

REVIEWED BY: _____
BEATRIZ JIMENEZ
ASSISTANT FINANCE DIRECTOR

ALLOWED BY CITY COUNCIL

DATE: September 8, 2025

EXCEPT: _____

CITY CLERK: Julie Latshaw
JULIE LATSHAW, CITY CLERK

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

Fund Summary

Fund	Payment Amount
100 - GENERAL	2,527,935.29
103 - CABLE TELEVISION	4,250.00
104 - GENERAL FUND-MEASURE T	696,848.31
108 - GENERAL FUND - MEASURE R	92,843.48
115 - GENERAL RECREATION PRO	4,337.17
205 - NPDES STORMWATER QUALITY	581.25
206 - STORMWATER PROGRAM	20,790.62
229 - TRAFFIC IMPACT FEE	7,451.25
280 - STATE GAS TAX	182,215.05
311 - SLESF- COPS (AB1913)	42,000.00
405 - AAA (AREA AGCY ON AGING)	10,836.96
412 - AMERICAN RESCUE PLAN	44,743.94
450 - HUD- CDBG	9,892.55
503 - GHAD-GEO HAZ ABATE DIST	3,969.25
504 - HARVEST CFD EA1	2,609.83
610 - SEWER	1,625,351.50
620 - WATER	1,280,662.50
702 - EQUIPMENT MAINTENANCE	63,977.43
800 - MISC DEPOSITS	273,426.85
803 - HARDING PARK TRUST	12,165.52
804 - DLA FOR FORMER RDA	494.00
Grand Total:	**6,907,382.75**

City of Santa Paula, CA

Check Report

By Check Number

Date Range: 07/01/2025 - 07/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-ACCOUNTS PAYABLE						
014680	BEST BEST & KRIEGER LLP	07/01/2025	Regular	0.00	33,268.56	341321
015498	AMAZON CAPITAL SERVICES	07/03/2025	Regular	0.00	16,660.39	341322
016461	ACI ENTERPRISES, INC.	07/10/2025	Regular	0.00	350.00	341344
014854	AERZEN USA CORPORATION	07/10/2025	Regular	0.00	2,500.00	341345
015428	ALL STAR ELITE SPORTS	07/10/2025	Regular	0.00	2,887.78	341346
010679	ALLCABLE	07/10/2025	Regular	0.00	1,502.19	341347
016687	ALPERIN, JOSHUA	07/10/2025	Regular	0.00	60.20	341348
014242	ALTEC INDUSTRIES, INC.	07/10/2025	Regular	0.00	2,167.53	341349
016763	ALVAREZ, EDUARDO D	07/10/2025	Regular	0.00	2,000.64	341350
015498	AMAZON CAPITAL SERVICES	07/10/2025	Regular	0.00	1,637.18	341351
015175	ANDERSON REFRIGERATION, INC.	07/10/2025	Regular	0.00	685.99	341352
015433	ARAMSCO, INC.	07/10/2025	Regular	0.00	161.58	341353
011297	ASSOCIATION OF WATER AGENCIES OF VENTUI	07/10/2025	Regular	0.00	240.00	341354
011738	AT&T CALNET 3	07/10/2025	Regular	0.00	512.42	341355
016240	ATKINSON, ANDELSON, LOYA, RUUD AND ROM	07/10/2025	Regular	0.00	26,644.30	341356
015218	BARAJAS, DAVID	07/10/2025	Regular	0.00	4,125.00	341357
016546	BARK AND BRANCH LANDSCAPING	07/10/2025	Regular	0.00	3,200.00	341358
016702	BC RINCON CONSTRUCTION, INC.	07/10/2025	Regular	0.00	23,287.00	341359
014680	BEST BEST & KRIEGER LLP	07/10/2025	Regular	0.00	31,243.28	341360
014870	BOYD & ASSOCIATES	07/10/2025	Regular	0.00	441.00	341361
015398	BUNNIN CHEVROLET OF SANTA PAULA	07/10/2025	Regular	0.00	333.46	341362
011068	CALIFORNIA DEPARTMENT OF TAX AND FEE AD	07/10/2025	Regular	0.00	2,975.48	341363
012679	CAL-STATE AUTO PARTS	07/10/2025	Regular	0.00	299.52	341364
011089	CAROLLO ENGINEERS	07/10/2025	Regular	0.00	2,245.00	341365
011336	CDCE INC.	07/10/2025	Regular	0.00	150.77	341366
016444	CENDEJAS, ERIC	07/10/2025	Regular	0.00	385.00	341367
015874	CHANDLER ASSET MANAGEMENT, INC.	07/10/2025	Regular	0.00	2,661.02	341368
015999	CHARTER COMMUNICATIONS HOLDING, LLC	07/10/2025	Regular	0.00	2,023.88	341369
010720	CITY OF SANTA PAULA	07/10/2025	Regular	0.00	50.00	341370
010418	CORELOGIC SOLUTIONS, LLC	07/10/2025	Regular	0.00	140.00	341371
011148	COUNTY OF VENTURA	07/10/2025	Regular	0.00	174.83	341372
010932	COUNTY OF VENTURA IT SERVICES	07/10/2025	Regular	0.00	1,958.02	341373
014331	CULLIGAN WATER	07/10/2025	Regular	0.00	50.00	341374
016244	DURHAM SCHOOL SERVICES, L.P.	07/10/2025	Regular	0.00	1,333.44	341375
016156	EFUEL LLC	07/10/2025	Regular	0.00	8,060.89	341376
011152	ELECTIONS DIVISION	07/10/2025	Regular	0.00	16,690.82	341377
010187	F M PEARCE Company	07/10/2025	Regular	0.00	453.82	341378
010395	FAMCON PIPE & SUPPLY, INC.	07/10/2025	Regular	0.00	8,383.90	341379
010847	FARMERS IRRIGATION	07/10/2025	Regular	0.00	14,178.43	341380
010440	FGL ENVIRONMENTAL, INC	07/10/2025	Regular	0.00	7,488.00	341381
010432	FRANK'S PAINT & HARDWARE	07/10/2025	Regular	0.00	646.23	341382
010441	FRUIT GROWERS SUPPLY CO	07/10/2025	Regular	0.00	107.58	341383
016519	GLADWELL GOVERNMENTAL SERVICES, INC.	07/10/2025	Regular	0.00	1,100.00	341384
014639	GOLD COAST ENVIRONMENTAL	07/10/2025	Regular	0.00	-471.90	341385
014639	GOLD COAST ENVIRONMENTAL	07/10/2025	Regular	0.00	471.90	341385
015222	GOODSUITE	07/10/2025	Regular	0.00	2,120.64	341386
010481	GRAINGER	07/10/2025	Regular	0.00	1,821.88	341387
012800	GRANITE CONSTRUCTION COMPANY	07/10/2025	Regular	0.00	574.40	341388
014686	HASA, INC.	07/10/2025	Regular	0.00	5,740.64	341389
015153	HINDERLITER DE LLAMAS & ASSOCIATES	07/10/2025	Regular	0.00	1,626.88	341390
011477	HOPPIN, MICHAEL	07/10/2025	Regular	0.00	518.00	341391
010537	HOUSE SANITARY SUPPLY	07/10/2025	Regular	0.00	588.75	341392
013711	INDEPENDENT ORDER OF ODD FELLOWS	07/10/2025	Regular	0.00	2,782.26	341393
014988	INFRASCALE INC.	07/10/2025	Regular	0.00	1,619.58	341394

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
014735	JOHNSON CONTROLS SECURITY SOLUTIONS	07/10/2025	Regular	0.00	872.59	341395
015805	JUSTFOIA, INC.	07/10/2025	Regular	0.00	5,500.00	341396
011796	LANDS' END BUSINESS OUTFITTERS	07/10/2025	Regular	0.00	123.56	341397
013544	LARRY WALKER ASSOCIATES, INC.	07/10/2025	Regular	0.00	10,000.50	341398
010061	LOWE'S	07/10/2025	Regular	0.00	1,020.73	341399
015633	M6 CONSULTING, INC.	07/10/2025	Regular	0.00	8,925.00	341400
016788	MADRID, ROBERTO	07/10/2025	Regular	0.00	1,100.00	341401
015516	MAINTAINX, INC.	07/10/2025	Regular	0.00	5,850.00	341402
015442	MARIPOSA LANDSCAPES, INC.	07/10/2025	Regular	0.00	5,160.58	341403
013911	MICHAEL K. NUNLEY & ASSOCIATES, INC.	07/10/2025	Regular	0.00	3,938.50	341404
014436	MINER'S ACE HARDWARE	07/10/2025	Regular	0.00	698.17	341405
015884	NATIONAL AUTO FLEET GROUP	07/10/2025	Regular	0.00	80,717.69	341406
016052	NATURAL GREEN LANDSCAPE, INC.	07/10/2025	Regular	0.00	1,500.00	341407
016579	ON TRACK & FIELD, INC	07/10/2025	Regular	0.00	1,025.68	341408
012691	O'REILLY AUTOMOTIVE STORES, INC.	07/10/2025	Regular	0.00	827.30	341409
014663	PHOENIX CIVIL ENGINEERING, INC.	07/10/2025	Regular	0.00	37,858.85	341410
014320	POLYDYNE, INC.	07/10/2025	Regular	0.00	25,747.65	341411
015288	POWELL, ADAM	07/10/2025	Regular	0.00	800.00	341412
010047	ROBERT HALF	07/10/2025	Regular	0.00	2,521.88	341413
011640	SATCOM GLOBAL, INC.	07/10/2025	Regular	0.00	1,650.48	341414
016000	SCHMIDT, KENNETH L.	07/10/2025	Regular	0.00	19.60	341415
016599	SIERRA NORTHERN RAILWAY	07/10/2025	Regular	0.00	10,500.00	341416
010757	SIGNARAMA - VENTURA	07/10/2025	Regular	0.00	2,338.63	341417
013909	SITEONE LANDSCAPE SUPPLY, LLC	07/10/2025	Regular	0.00	476.73	341418
011524	SOLID WASTE SOLUTIONS	07/10/2025	Regular	0.00	2,388.00	341419
010795	SOUTHERN CALIFORNIA EDISON	07/10/2025	Regular	0.00	53,101.86	341420
016034	SPIRIT OF SANTA PAULA	07/10/2025	Regular	0.00	8,000.00	341421
015016	SPL LANDSCAPE INC.	07/10/2025	Regular	0.00	22,800.00	341422
013043	STAFFORD, STEVE	07/10/2025	Regular	0.00	300.00	341423
015809	STANDARD SITE RENTALS INC.	07/10/2025	Regular	0.00	967.58	341424
011144	STAPLES, INC.	07/10/2025	Regular	0.00	665.70	341425
011871	SUNBELT RENTALS, INC.	07/10/2025	Regular	0.00	454.45	341426
016781	TENSHON LLC	07/10/2025	Regular	0.00	9,363.64	341427
012696	TORO ENTERPRISES, INC.	07/10/2025	Regular	0.00	79,505.25	341428
016786	TORRES, RAELENE	07/10/2025	Regular	0.00	45.00	341429
012070	TRAFFIC TECHNOLOGIES	07/10/2025	Regular	0.00	2,345.98	341430
015505	TRIPEPI, SMITH AND ASSOCIATES, INC.	07/10/2025	Regular	0.00	1,575.00	341431
011891	ULINE SHIPPING SUPPLIES	07/10/2025	Regular	0.00	710.05	341432
010885	UNDERGROUND SERVICE ALERT OF SOUTHERN	07/10/2025	Regular	0.00	231.46	341433
016787	VAZQUEZ, KIMBERLY	07/10/2025	Regular	0.00	428.00	341434
010920	VENTURA COUNTY AIR POLLUTION CONTROL D	07/10/2025	Regular	0.00	733.00	341435
011539	VERIZON WIRELESS	07/10/2025	Regular	0.00	3,175.88	341436
013539	WAGE WORKS, INC.	07/10/2025	Regular	0.00	113.10	341437
011963	WHARF, THE	07/10/2025	Regular	0.00	187.43	341438
014968	WILLDAN FINANCIAL SERVICES	07/10/2025	Regular	0.00	3,427.00	341439
016027	YUNEX LLC	07/10/2025	Regular	0.00	969.66	341440
016411	ZAVALA, JOHN	07/10/2025	Regular	0.00	60.20	341441
016288	TAFOYA, ANTHONY	07/10/2025	Regular	0.00	214.50	341442
014680	BEST BEST & KRIEGER LLP	07/15/2025	Regular	0.00	42,367.68	341443
016170	AGUILAR, DON	07/24/2025	Regular	0.00	258.00	341451
010378	ALBERTSON'S/SAFEWAY	07/24/2025	Regular	0.00	2,132.34	341452
015448	ALL CITY MANAGEMENT SERVICES, INC.	07/24/2025	Regular	0.00	5,469.92	341453
015896	ALONSO TOOLS, LLC	07/24/2025	Regular	0.00	288.15	341454
015498	AMAZON CAPITAL SERVICES	07/24/2025	Regular	0.00	18,215.10	341455
016803	AMBRIZ, BALDEMAR	07/24/2025	Regular	0.00	200.00	341456
016804	AMEZCUA, ELIZABETH	07/24/2025	Regular	0.00	428.00	341457
015350	APWA	07/24/2025	Regular	0.00	1,288.00	341458
011354	AT&T MOBILITY	07/24/2025	Regular	0.00	1,512.14	341459
016546	BARK AND BRANCH LANDSCAPING	07/24/2025	Regular	0.00	7,925.00	341460
016802	BARRAZA, JESUS	07/24/2025	Regular	0.00	270.00	341461
016801	BARRETO, RUBEN	07/24/2025	Regular	0.00	200.00	341462

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
016537	BAUTISTA, DANIELLE	07/24/2025	Regular	0.00	660.00	341463
011253	BAY ALARM COMPANY	07/24/2025	Regular	0.00	250.50	341464
016799	BROOKER BERNARD, SAMANTHA	07/24/2025	Regular	0.00	400.00	341465
012679	CAL-STATE AUTO PARTS	07/24/2025	Regular	0.00	244.95	341466
016271	CARRILLO, JANAE L	07/24/2025	Regular	0.00	495.00	341467
011303	CDW GOVERNMENT INC	07/24/2025	Regular	0.00	76,516.93	341468
016800	CENTENO, VALERIE	07/24/2025	Regular	0.00	200.00	341469
015999	CHARTER COMMUNICATIONS HOLDING, LLC	07/24/2025	Regular	0.00	95.29	341470
010418	CORELOGIC SOLUTIONS, LLC	07/24/2025	Regular	0.00	140.00	341471
011149	COSTCO WHOLESALE	07/24/2025	Regular	0.00	418.98	341472
012801	COUNTY OF VENTURA	07/24/2025	Regular	0.00	840.00	341473
015615	COUNTY OF VENTURA - CEO	07/24/2025	Regular	0.00	9,892.55	341474
011161	CRAGOE PEST SERVICES INC	07/24/2025	Regular	0.00	810.00	341475
011164	CRANE PRINTING	07/24/2025	Regular	0.00	540.79	341476
014331	CULLIGAN WATER	07/24/2025	Regular	0.00	66.95	341477
011811	DE LAGE LANDEN	07/24/2025	Regular	0.00	1,263.46	341478
013724	DIRECT TV	07/24/2025	Regular	0.00	108.99	341479
013975	DODOS DESIGN - GARCIA, DAVID	07/24/2025	Regular	0.00	469.00	341480
016683	DON JAVI'S TREE SERVICE IN	07/24/2025	Regular	0.00	14,200.00	341481
016244	DURHAM SCHOOL SERVICES, L.P.	07/24/2025	Regular	0.00	5,276.01	341482
016156	EFUEL LLC	07/24/2025	Regular	0.00	7,075.31	341483
013360	ENGEO INCORPORATED	07/24/2025	Regular	0.00	3,969.25	341484
010385	ENVIRONMENTAL HEALTH DIVISION	07/24/2025	Regular	0.00	991.00	341485
010847	FARMERS IRRIGATION	07/24/2025	Regular	0.00	3,573.14	341486
010440	FGL ENVIRONMENTAL, INC	07/24/2025	Regular	0.00	1,171.00	341487
016268	FLORES, JIMMY BRYAN	07/24/2025	Regular	0.00	660.00	341488
015226	FLORES, JOSEPH	07/24/2025	Regular	0.00	200.00	341489
012437	FMP UNIFORM CO.	07/24/2025	Regular	0.00	1,217.57	341490
016789	FORESTELLE III, WILLIAM H	07/24/2025	Regular	0.00	11,170.00	341491
016393	FRANCO, MAURICIO	07/24/2025	Regular	0.00	2,250.00	341492
010432	FRANK'S PAINT & HARDWARE	07/24/2025	Regular	0.00	349.89	341493
014061	FRONTIER COMMUNICATIONS	07/24/2025	Regular	0.00	3,272.10	341494
010441	FRUIT GROWERS SUPPLY CO	07/24/2025	Regular	0.00	70.79	341495
016794	GAGUA, MARISSA	07/24/2025	Regular	0.00	150.00	341496
010797	GAS COMPANY, THE	07/24/2025	Regular	0.00	280.08	341497
016795	GOMEZ, VALERIA	07/24/2025	Regular	0.00	65.00	341498
016796	GONZALEZ, TERESA	07/24/2025	Regular	0.00	200.00	341499
015222	GOODSUITE	07/24/2025	Regular	0.00	16.39	341500
010481	GRAINGER	07/24/2025	Regular	0.00	11.43	341501
012800	GRANITE CONSTRUCTION COMPANY	07/24/2025	Regular	0.00	4,806.89	341502
016539	GUTIERREZ, MARTIN	07/24/2025	Regular	0.00	660.00	341503
016127	HOMELAND LANGUAGE SERVICES LLC	07/24/2025	Regular	0.00	3,760.22	341504
010537	HOUSE SANITARY SUPPLY	07/24/2025	Regular	0.00	1,122.75	341505
016694	HR DYNAMICS & PERFORMANCE, INC	07/24/2025	Regular	0.00	6,270.00	341506
016254	HUNT DESIGN ASSOCIATES, INC.	07/24/2025	Regular	0.00	2,400.00	341507
010921	INTERNATIONAL ASSOCIATION OF CHIEFS OF P	07/24/2025	Regular	0.00	410.00	341508
010595	J & H ENGINEERING GENERAL CONTRACTOR, IN	07/24/2025	Regular	0.00	45,471.00	341509
015967	J. ARTHUR GUTIERREZ	07/24/2025	Regular	0.00	1,755.00	341510
010602	JENSEN DESIGN & SURVEY INC	07/24/2025	Regular	0.00	2,418.75	341511
016343	JOEDICKER, LINA A.	07/24/2025	Regular	0.00	850.00	341512
012750	JORDANO'S INC. AND SUBSIDIARIES	07/24/2025	Regular	0.00	267.79	341513
016571	KEMCORP CONSTRUCTION, INC.	07/24/2025	Regular	0.00	14,525.22	341514
010629	KIMBALL MIDWEST	07/24/2025	Regular	0.00	667.25	341515
010653	LAFCO	07/24/2025	Regular	0.00	12,844.00	341516
013454	LEIBOLD MCCLENDON & MANN	07/24/2025	Regular	0.00	494.00	341517
010017	LIEBERT CASSIDY WHITMORE	07/24/2025	Regular	0.00	1,762.50	341518
011807	LIVESCAN EXPRESS, INC.	07/24/2025	Regular	0.00	44.00	341519
016090	LUCY PET PRODUCTS, LLC	07/24/2025	Regular	0.00	241.10	341520
013438	MAGANA, FELICIA	07/24/2025	Regular	0.00	660.00	341521
015032	MAGIC JUMP RENTALS VENTURA	07/24/2025	Regular	0.00	4,054.30	341522
015442	MARIPOSA LANDSCAPES, INC.	07/24/2025	Regular	0.00	1,031.25	341523

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
013911	MICHAEL K. NUNLEY & ASSOCIATES, INC.	07/24/2025	Regular	0.00	39,281.50	341524
014436	MINER'S ACE HARDWARE	07/24/2025	Regular	0.00	3,657.66	341525
012895	MNS ENGINEERS, INC.	07/24/2025	Regular	0.00	7,451.25	341526
010180	MUNICIPAL MANAGEMENT ASSISTANTS OF SO	07/24/2025	Regular	0.00	125.00	341527
015721	NHA ADVISORS	07/24/2025	Regular	0.00	6,675.00	341528
012691	O'REILLY AUTOMOTIVE STORES, INC.	07/24/2025	Regular	0.00	1,099.07	341529
015443	PASSPORT LABS, INC.	07/24/2025	Regular	0.00	1,235.72	341530
015335	PAVEMENT COATING CO.	07/24/2025	Regular	0.00	234.92	341531
014663	PHOENIX CIVIL ENGINEERING, INC.	07/24/2025	Regular	0.00	3,633.75	341532
016500	RABAGO, MARK ANDREW	07/24/2025	Regular	0.00	660.00	341533
016299	RICO APPAREL	07/24/2025	Regular	0.00	2,497.65	341534
010047	ROBERT HALF	07/24/2025	Regular	0.00	2,352.50	341535
010520	RP RENTALS	07/24/2025	Regular	0.00	717.73	341536
010689	SANTA PAULA CHAMBER OF COMMERCE	07/24/2025	Regular	0.00	1,400.00	341537
011263	SANTA PAULA SELF STORAGE	07/24/2025	Regular	0.00	610.00	341538
011640	SATCOM GLOBAL, INC.	07/24/2025	Regular	0.00	1,373.04	341539
044588	SCHOUTEN, MICHAEL	07/24/2025	Regular	0.00	154.80	341540
015744	SINCLAIR SANITARY SUPPLY CO. INC	07/24/2025	Regular	0.00	1,009.73	341541
013909	SITEONE LANDSCAPE SUPPLY, LLC	07/24/2025	Regular	0.00	6,956.28	341542
010785	SMART & FINAL	07/24/2025	Regular	0.00	785.99	341543
010790	SOAP MAN	07/24/2025	Regular	0.00	39.82	341544
016790	SOLORIO, ELENA	07/24/2025	Regular	0.00	400.00	341545
010731	SOUTHERN CALIFORNIA ASSOCIATION OF GOV	07/24/2025	Regular	0.00	4,749.00	341546
010795	SOUTHERN CALIFORNIA EDISON	07/24/2025	Regular	0.00	105,492.38	341547
016078	SP PLUMBING & HEATING L.L.C.	07/24/2025	Regular	0.00	1,954.65	341548
015809	STANDARD SITE RENTALS INC.	07/24/2025	Regular	0.00	1,085.88	341549
011144	STAPLES, INC.	07/24/2025	Regular	0.00	419.56	341550
010823	SUN BADGE CO, INC	07/24/2025	Regular	0.00	768.04	341551
015001	SYNAGRO-WWT, INC.	07/24/2025	Regular	0.00	24,192.96	341552
016389	TINY MOBILE ROBOTS US LLC	07/24/2025	Regular	0.00	915.17	341553
016793	TOMASETTI, RAYMOND	07/24/2025	Regular	0.00	200.00	341554
016792	TORRES, SAVANNA	07/24/2025	Regular	0.00	200.00	341555
012070	TRAFFIC TECHNOLOGIES	07/24/2025	Regular	0.00	129.32	341556
015505	TRIPEPI, SMITH AND ASSOCIATES, INC.	07/24/2025	Regular	0.00	60.00	341557
010883	U-RENT INC	07/24/2025	Regular	0.00	77.78	341558
010903	USA BLUE BOOK	07/24/2025	Regular	0.00	1,773.96	341559
013736	V.C.T.C.	07/24/2025	Regular	0.00	335.00	341560
011992	VENTURA CO DISTRICT ATTORNEY	07/24/2025	Regular	0.00	4,006.00	341561
013637	VENTURA COUNCIL OF GOVERNMENTS	07/24/2025	Regular	0.00	3,896.00	341562
010975	VENTURA REGIONAL SANITATION DISTRICT	07/24/2025	Regular	0.00	117,201.75	341563
016544	VERSATERM PUBLIC SAFETY, INC	07/24/2025	Regular	0.00	2,696.40	341564
013550	WHITE CAP, L.P.	07/24/2025	Regular	0.00	703.99	341565
015847	WHITE RABBIT MAGIC LLC	07/24/2025	Regular	0.00	4,250.00	341566
014968	WILLDAN FINANCIAL SERVICES	07/24/2025	Regular	0.00	4,750.00	341567
016027	YUNEX LLC	07/24/2025	Regular	0.00	2,415.83	341568
016791	YZAGUIRRE, RYAN	07/24/2025	Regular	0.00	200.00	341569
016049	ZUNIGA, CLAUDYA	07/24/2025	Regular	0.00	200.00	341570
011464	BUSINESS CARD	07/29/2025	Regular	0.00	3,205.92	341571
011464	BUSINESS CARD	07/29/2025	Regular	0.00	1,505.78	341572
011464	BUSINESS CARD	07/29/2025	Regular	0.00	89.54	341573
011464	BUSINESS CARD	07/29/2025	Regular	0.00	1,835.80	341574
011464	BUSINESS CARD	07/29/2025	Regular	0.00	2,729.00	341575
014719	INTERWEST CONSULTING GROUP	07/29/2025	Regular	0.00	748.25	341576
012895	MNS ENGINEERS, INC.	07/29/2025	Regular	0.00	141,452.50	341577
011010	WILLDAN ENGINEERING	07/29/2025	Regular	0.00	42,903.96	341578
015506	PAYMENTUS GROUP, INC.	07/17/2025	Bank Draft	0.00	12,256.85	992478
011211	BNY MELLON	07/24/2025	Bank Draft	0.00	75,300.00	992479
011211	BNY MELLON	07/24/2025	Bank Draft	0.00	1,035,152.35	992480
011211	BNY MELLON	07/24/2025	Bank Draft	0.00	643,075.00	992481

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
011211	BNY MELLON	07/24/2025	Bank Draft	0.00	118,712.50	992482

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	518	230	0.00	1,540,415.45
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-471.90
Bank Drafts	5	5	0.00	1,884,496.70
EFT's	0	0	0.00	0.00
	523	**236**	**0.00**	**3,424,440.25**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PY-PAYROLL						
011688	CALIFORNIA STATE DISBURSEMENT UNIT	07/07/2025	Regular	0.00	662.76	341323
011228	CALIFORNIA, STATE OF	07/07/2025	Regular	0.00	150.00	341324
010553	ICMA RETIREMENT TRUST-457	07/07/2025	Regular	0.00	17,095.17	341325
010554	ICMA RETIREMENT TRUST-457 (PT)	07/07/2025	Regular	0.00	1,704.72	341326
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION	07/07/2025	Regular	0.00	1,020.00	341327
010291	SEIU LOCAL 721	07/07/2025	Regular	0.00	586.35	341328
010898	UNITED WAY OF VENTURA COUNTY	07/07/2025	Regular	0.00	11.00	341329
011103	COLONIAL LIFE & ACCIDENT	07/09/2025	Regular	0.00	2,745.27	341330
016111	FIDELITY SECURITY LIFE INSURANCE COMPANY	07/09/2025	Regular	0.00	782.33	341331
010371	METLIFE SBC	07/09/2025	Regular	0.00	360.99	341332
014422	RELIANCE STANDARD LIFE INSURANCE	07/09/2025	Regular	0.00	4,868.32	341333
010331	RELIANCE STANDARD LIFE INSURANCE	07/09/2025	Regular	0.00	612.33	341334
010331	RELIANCE STANDARD LIFE INSURANCE	07/09/2025	Regular	0.00	5,632.07	341335
011688	CALIFORNIA STATE DISBURSEMENT UNIT	07/18/2025	Regular	0.00	662.76	341444
011228	CALIFORNIA, STATE OF	07/18/2025	Regular	0.00	150.00	341445
010553	ICMA RETIREMENT TRUST-457	07/18/2025	Regular	0.00	16,049.93	341446
010554	ICMA RETIREMENT TRUST-457 (PT)	07/18/2025	Regular	0.00	2,101.04	341447
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION	07/18/2025	Regular	0.00	1,020.00	341448
010291	SEIU LOCAL 721	07/18/2025	Regular	0.00	736.85	341449
010898	UNITED WAY OF VENTURA COUNTY	07/18/2025	Regular	0.00	11.00	341450
010420	INTERNAL REVENUE SERVICE	07/09/2025	Bank Draft	0.00	51,213.83	992465
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DE	07/09/2025	Bank Draft	0.00	15,841.19	992466
014872	STATE OF CALIFORNIA EDD - SDI	07/09/2025	Bank Draft	0.00	1,823.69	992467
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	07/09/2025	Bank Draft	0.00	73,821.51	992468
011024	CALIFORNIA PUBLIC EMPLOYEE RETIREMENT S'	07/10/2025	Bank Draft	0.00	90,687.23	992469
013539	WAGE WORKS, INC.	07/02/2025	Bank Draft	0.00	210.77	992470
013539	WAGE WORKS, INC.	07/09/2025	Bank Draft	0.00	163.57	992471
013539	WAGE WORKS, INC.	07/16/2025	Bank Draft	0.00	381.90	992472
010420	INTERNAL REVENUE SERVICE	07/23/2025	Bank Draft	0.00	53,528.96	992473
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DE	07/23/2025	Bank Draft	0.00	16,505.98	992474
014872	STATE OF CALIFORNIA EDD - SDI	07/23/2025	Bank Draft	0.00	1,865.85	992475
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	07/23/2025	Bank Draft	0.00	73,791.40	992476
013539	WAGE WORKS, INC.	07/23/2025	Bank Draft	0.00	318.52	992477
013539	WAGE WORKS, INC.	07/30/2025	Bank Draft	0.00	43.21	992483
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	07/30/2025	Bank Draft	0.00	3,045,782.00	992490

Bank Code PY Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	118	20	0.00	56,962.89
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	139	15	0.00	3,425,979.61
EFT's	0	0	0.00	0.00
	257	**35**	**0.00**	**3,482,942.50**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	636	250	0.00	1,597,378.34
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-471.90
Bank Drafts	144	20	0.00	5,310,476.31
EFT's	0	0	0.00	0.00
	780	**271**	**0.00**	**6,907,382.75**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2025	6,907,382.75
			6,907,382.75

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Beatriz Jimenez, Assistant Finance Director

Subject: AUGUST 2025 WARRANTS AND CERTIFICATIONS

Date: September 17, 2025

Agenda Item: 10.C

RECOMMENDATION:

Staff recommends that the City Council:

1. Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for August 2025, starting check number 341579 and ending check number 341871.
2. Review and accept the "Certification of Salaries" for the pay period ending dates July 25th, 2025, through August 22nd, 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 July 25th, 2025, through August 22nd, 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 August 2025 Certifications of Accounts Payable Checks and Certifications of Salaries.

ATTACHMENTS:

August 2025 Payroll and AP Certifications.pdf

EXHIBIT A:
CERTIFICATION OF SALARIES

CERTIFICATION OF SALARIES

BEG. CHK #: **148903**
ENDING CHK #: **148915**

PAYROLL ENDING: 07/25/25
PAY DATE: 08/01/25

100	GENERAL FUND	345,246.11
104	GENERAL FUND-MEASURE T	105,472.75
108	GENERAL FUND-MEASURE R	22,337.59
206	STORMWATER PROGRAM	3,532.11
280	STATE GAS TAX FUND	21,678.52
405	AAA-AREA AGCY ON AG	2,026.44
610	SEWER ENTERPRISE FUND	12,017.36
620	WATER ENTERPRISE FUND	72,424.21
702	EQUIP. MAINT. FUND	13,436.94
	$	**598,172.03**

CERTIFICATION
ALLOWED BY THE CITY COUNCIL

Julie Latshaw 9/9/25
JULIE LATSHAW - CITY CLERK DATED

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

PREPARED BY:

Maria Renteria 9/5/25
MARIA RENTERIA - PAYROLL SPECIALIST DATED

9/9/25
BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR DATED

Fund Summary

Fund	Units	Amount
100-GENERAL	6,502.12	345,246.11
104-GENERAL FUND-MEASURE T	2,273.60	105,472.75
108-GENERAL FUND - MEASURE R	493.22	22,337.59
206-STORMWATER PROGRAM	60.96	3,532.11
280-STATE GAS TAX	924.76	21,678.52
405-AAA (AREA AGCY ON AGING)	78.00	2,026.44
610-SEWER	341.90	12,017.36
620-WATER	1,646.19	72,424.21
702-EQUIPMENT MAINTENANCE	279.55	13,436.94
Grand Total:	**12,600.30**	**598,172.03**

CERTIFICATION OF SALARIES

BEG. CHK #: **148916**
ENDING CHK #: **148930**

PAYROLL ENDING: 08/08/25
PAY DATE: 08/15/25

100	GENERAL FUND	344,567.77
104	GENERAL FUND-MEASURE T	103,968.41
108	GENERAL FUND-MEASURE R	24,736.57
206	STORMWATER PROGRAM	3,551.57
280	STATE GAS TAX FUND	23,103.97
405	AAA-AREA AGCY ON AG	1,766.79
610	SEWER ENTERPRISE FUND	12,140.72
620	WATER ENTERPRISE FUND	73,913.00
702	EQUIP. MAINT. FUND	9,041.40
	$	**596,790.20**

CERTIFICATION
ALLOWED BY THE CITY COUNCIL

Julie Latshaw 9/9/25
JULIE LATSHAW - CITY CLERK DATED

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

PREPARED BY:

Mari Renteria 9/8/25
MARIA RENTERIA - PAYROLL SPECIALIST DATED

9/9/25
BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR DATED

Fund Summary

Fund	Units	Amount
100-GENERAL	5,933.75	344,567.77
104-GENERAL FUND-MEASURE T	1,985.66	103,968.41
108-GENERAL FUND - MEASURE R	490.05	24,736.57
206-STORMWATER PROGRAM	60.95	3,551.57
280-STATE GAS TAX	502.45	23,103.97
405-AAA (AREA AGCY ON AGING)	66.00	1,766.79
610-SEWER	227.45	12,140.72
620-WATER	1,437.49	73,913.00
702-EQUIPMENT MAINTENANCE	164.00	9,041.40
Grand Total:	**10,867.80**	**596,790.20**

CERTIFICATION OF SALARIES

BEG. CHK #: **148931**
ENDING CHK #: **148941**

PAYROLL ENDING: 08/22/25
PAY DATE: 08/29/25

100	GENERAL FUND	327,385.51
104	GENERAL FUND-MEASURE T	93,750.23
108	GENERAL FUND-MEASURE R	16,241.98
206	STORMWATER PROGRAM	3,226.94
280	STATE GAS TAX FUND	19,691.34
405	AAA-AREA AGCY ON AG	1,874.02
610	SEWER ENTERPRISE FUND	11,126.04
620	WATER ENTERPRISE FUND	71,403.13
702	EQUIP. MAINT. FUND	7,949.99
	$	**552,649.18**

CERTIFICATION
ALLOWED BY THE CITY COUNCIL

Julie Latshaw 9/9/25
JULIE LATSHAW - CITY CLERK DATED

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

PREPARED BY:

Maria Renteria 9/8/25
MARIA RENTERIA - PAYROLL SPECIALIST DATED

9/9/25
BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR DATED

Fund Summary

Fund	Units	Amount
100-GENERAL	11,362.17	327,385.51
104-GENERAL FUND-MEASURE T	3,294.08	93,750.23
108-GENERAL FUND - MEASURE R	659.35	16,241.98
206-STORMWATER PROGRAM	83.30	3,226.94
280-STATE GAS TAX	908.08	19,691.34
405-AAA (AREA AGCY ON AGING)	85.85	1,874.02
610-SEWER	485.68	11,126.04
620-WATER	2,656.76	71,403.13
702-EQUIPMENT MAINTENANCE	242.00	7,949.99
Grand Total:	**19,777.27**	**552,649.18**

EXHIBIT B:

CERTIFICATION OF ACCOUNTS PAYABLES

CERTIFICATION OF ACCOUNTS PAYABLE CHECKS

CHECK NO.:	341579	THRU:	381589	DATED:	August 1, 2025
CHECK NO.:	341590	THRU:	341709	DATED:	August 7, 2025
CHECK NO.:	341710	THRU:	341710	DATED:	August 12, 2025
CHECK NO.:	341711	THRU:	341711	DATED:	August 13, 2025
CHECK NO.:	341712	THRU:	341713	DATED:	August 15, 2025
CHECK NO.:	341714	THRU:	341723	DATED:	August 19, 2025
CHECK NO.:	341733	THRU:	341849	DATED:	August 21, 2025
CHECK NO.:	341850	THRU:	341864	DATED:	August 28, 2025
CHECK NO.:	341865	THRU:	341871	DATED:	August 29, 2025
DRAFT:	992484	THRU:	992488	DATED:	August 6, 2025
DRAFT:	992489	THRU:	992489	DATED:	August 8, 2025
DRAFT:	992491	THRU:	992493	DATED:	August 25, 2025
DRAFT:	992494	THRU:	992494	DATED:	August 13, 2025
DRAFT:	992495	THRU:	992500	DATED:	August 20, 2025
DRAFT:	992501	THRU:	992501	DATED:	August 27, 2025
VOIDED CHECK NO.:	341589	THRU:	341589	DATED:	August 1, 2025
VOIDED CHECK NO.:	341716	THRU:	341716	DATED:	August 19, 2025
VOIDED CHECK NO.:	341855	THRU:	341855	DATED:	August 28, 2025

COUNCIL MEETING DATE: September 17, 2025

AMOUNT OF CERTIFICATION: $ 6,456,275.08

DISTRIBUTION BY FUND

100	GENERAL FUND	$2,273,003.03
103	CABLE TELEVISION FUND	$1,278.39
104	GENERAL FUND MEASURE - MEASURE T	$330,989.20
108	GENERAL FUND MEASURE - MEASURE R	$125,238.45
115	RECREATION PROGRAM	$5,892.10
205	NPDES STORMWATER QUALITY	$77.50
206	STORMWATER PROGRAM	$11,783.79
280	STATE GAS TAX	$110,962.40
281	LOCAL TRANSPORTATION TAX/LTF/TDA	$32,017.50
311	SLESF-COPS (AB1913)	$888.03
405	AAA (AREA AGENCY ON AGING	$13,988.04
412	AMERICAN RESCUE PLAN	$3,818.74
500	HILLSBOROUGH OPEN SPACE MAINT	$460.00
504	HARVEST CFD EA1	$1,111,836.26
610	SEWER ENTERPRISE	$743,911.90
620	WATER ENTERPRISE	$999,336.39
702	EQUIPMENT MAINTENANCE FUND	$77,010.66
800	CASH DEPOSIT TRUST FUND	$612,520.70
803	HARDING PARK TRUST	$170.00
804	DLA FOR FORMER RDA	$1,092.00
	TOTAL FUND DISTRIBUTION	$6,456,275.08

PREPARED BY: _____
ANAIRY GONZALEZ
ACCOUNTING SPECIALIST

REVIEWED BY: _____
BEATRIZ JIMENEZ
ASSISTANT FINANCE DIRECTOR

ALLOWED BY CITY COUNCIL

DATE: September 9, 2025

EXCEPT: _____

CITY CLERK: _____
JULIE LATSHAW, CITY CLERK

CITY OF SANTA PAULA
INCORPORATED
APRIL 23, 1902
VENTURA COUNTY, CA

Fund Summary

Fund	Payment Amount
100 - GENERAL	2,273,003.03
103 - CABLE TELEVISION	1,278.39
104 - GENERAL FUND-MEASURE T	330,989.20
108 - GENERAL FUND - MEASURE R	125,238.45
115 - GENERAL RECREATION PRO	5,892.10
205 - NPDES STORMWATER QUALITY	77.50
206 - STORMWATER PROGRAM	11,783.79
280 - STATE GAS TAX	110,962.40
281 - LOCAL TRANSPORTATION TDA	32,017.50
311 - SLESF- COPS (AB1913)	888.03
405 - AAA (AREA AGCY ON AGING)	13,988.04
412 - AMERICAN RESCUE PLAN	3,818.74
500 - HILLSBOROUGH OPEN SPACE	460.00
504 - HARVEST CFD EA1	1,111,836.26
610 - SEWER	743,911.90
620 - WATER	999,336.39
702 - EQUIPMENT MAINTENANCE	77,010.66
800 - MISC DEPOSITS	612,520.70
803 - HARDING PARK TRUST	170.00
804 - DLA FOR FORMER RDA	1,092.00
Grand Total:	**6,456,275.08**

City of Santa Paula, CA

Check Report

By Check Number

Date Range: 08/01/2025 - 08/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-ACCOUNTS PAYABLE						
011464	BUSINESS CARD	08/01/2025	Regular	0.00	8,185.50	341586
011464	BUSINESS CARD	08/01/2025	Regular	0.00	718.48	341587
011010	WILLDAN ENGINEERING	08/01/2025	Regular	0.00	170,497.43	341588
	Void	08/01/2025	Regular	0.00	0.00	341589
010378	ALBERTSON'S/SAFEWAY	08/07/2025	Regular	0.00	154.13	341596
011489	ALLIANT INSURANCE SERVICES, INC.	08/07/2025	Regular	0.00	1,861.00	341597
015896	ALONSO TOOLS, LLC	08/07/2025	Regular	0.00	310.49	341598
015498	AMAZON CAPITAL SERVICES	08/07/2025	Regular	0.00	2,998.27	341599
016588	AMERICAN AED, LLC.	08/07/2025	Regular	0.00	136.56	341600
016809	ARCE, ANGELO A	08/07/2025	Regular	0.00	1,500.00	341601
011297	ASSOCIATION OF WATER AGENCIES OF VENTUI	08/07/2025	Regular	0.00	250.00	341602
011738	AT&T CALNET 3	08/07/2025	Regular	0.00	509.45	341603
012677	AUTOZONE	08/07/2025	Regular	0.00	753.79	341604
015318	BADGER METER	08/07/2025	Regular	0.00	2,166.49	341605
016546	BARK AND BRANCH LANDSCAPING	08/07/2025	Regular	0.00	720.00	341606
015877	BERMUDEZ POLYGRAPH	08/07/2025	Regular	0.00	900.00	341607
014680	BEST BEST & KRIEGER LLP	08/07/2025	Regular	0.00	37,591.92	341608
011102	BOOT BARN INC.	08/07/2025	Regular	0.00	232.72	341609
011110	BOWMAN CAR WASH	08/07/2025	Regular	0.00	648.00	341610
011341	CALIFORNIA JPIA	08/07/2025	Regular	0.00	2,903,197.00	341611
013878	CALIFORNIA RURAL WATER ASSOCIATION	08/07/2025	Regular	0.00	1,662.00	341612
012679	CAL-STATE AUTO PARTS	08/07/2025	Regular	0.00	1,647.80	341613
016444	CENDEJAS, ERIC	08/07/2025	Regular	0.00	385.00	341614
015999	CHARTER COMMUNICATIONS HOLDING, LLC	08/07/2025	Regular	0.00	971.59	341615
011160	CPS HR CONSULTING	08/07/2025	Regular	0.00	385.25	341616
011161	CRAGOE PEST SERVICES INC	08/07/2025	Regular	0.00	125.00	341617
011164	CRANE PRINTING	08/07/2025	Regular	0.00	72.11	341618
015452	CROWN AWARDS	08/07/2025	Regular	0.00	582.35	341619
011686	CROWN DODGE	08/07/2025	Regular	0.00	1,373.88	341620
015925	CS-ASSOCIATED MUNICIPAL CORP.	08/07/2025	Regular	0.00	3,607.83	341621
014331	CULLIGAN WATER	08/07/2025	Regular	0.00	218.77	341622
016782	D+S AUTOWORKS (ONE WAY AUTO EXPERTS LL	08/07/2025	Regular	0.00	1,300.90	341623
011811	DE LAGE LANDEN	08/07/2025	Regular	0.00	227.72	341624
013975	DODOS DESIGN - GARCIA, DAVID	08/07/2025	Regular	0.00	728.72	341625
016683	DON JAVI'S TREE SERVICE IN	08/07/2025	Regular	0.00	1,800.00	341626
016244	DURHAM SCHOOL SERVICES, L.P.	08/07/2025	Regular	0.00	14,273.92	341627
016156	EFUEL LLC	08/07/2025	Regular	0.00	8,283.36	341628
016126	ENVISION VTA FD AUTO LLC	08/07/2025	Regular	0.00	1,056.36	341629
016606	EQ LANDSCAPING, INC.	08/07/2025	Regular	0.00	3,360.00	341630
010187	F M PEARCE Company	08/07/2025	Regular	0.00	2,331.41	341631
010395	FAMCON PIPE & SUPPLY, INC.	08/07/2025	Regular	0.00	1,201.20	341632
010404	FENCE FACTORY SATICOY	08/07/2025	Regular	0.00	142.57	341633
010405	FERGUSON ENTERPRISES INC #1350	08/07/2025	Regular	0.00	713.18	341634
014348	FERRIS, SABRINA ZAN	08/07/2025	Regular	0.00	193.20	341635
010440	FGL ENVIRONMENTAL, INC	08/07/2025	Regular	0.00	10,578.00	341636
010417	FIREMASTER	08/07/2025	Regular	0.00	3,304.23	341637
015835	FLORES, ELIXEO	08/07/2025	Regular	0.00	75.20	341638
010432	FRANK'S PAINT & HARDWARE	08/07/2025	Regular	0.00	651.88	341639
010441	FRUIT GROWERS SUPPLY CO	08/07/2025	Regular	0.00	979.70	341640
010451	GARDEN MARKET	08/07/2025	Regular	0.00	547.39	341641
010797	GAS COMPANY, THE	08/07/2025	Regular	0.00	3.76	341642
016449	GAYTAN, CARLOS	08/07/2025	Regular	0.00	8,060.93	341643
010480	GOVERNMENT FINANCE OFFICERS ASSOCIATIO	08/07/2025	Regular	0.00	250.00	341644
012800	GRANITE CONSTRUCTION COMPANY	08/07/2025	Regular	0.00	1,162.25	341645

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
016577	HANNON-WADKINS, TRINA	08/07/2025	Regular	0.00	780.00	341646
014686	HASA, INC.	08/07/2025	Regular	0.00	6,748.74	341647
010527	HDL COREN & CONE	08/07/2025	Regular	0.00	3,405.00	341648
013017	HERITAGE VALLEY EYE CARE	08/07/2025	Regular	0.00	225.00	341649
016308	HERNANDEZ, ANGEL	08/07/2025	Regular	0.00	1,233.00	341650
010537	HOUSE SANITARY SUPPLY	08/07/2025	Regular	0.00	1,613.83	341651
015988	HOUSING OPPORTUNITIES MADE EASIER	08/07/2025	Regular	0.00	100.00	341652
013711	INDEPENDENT ORDER OF ODD FELLOWS	08/07/2025	Regular	0.00	2,782.26	341653
014988	INFRASCALE INC.	08/07/2025	Regular	0.00	1,619.58	341654
012974	INTERNATIONAL CODE COUNCIL, INC.	08/07/2025	Regular	0.00	170.00	341655
010629	KIMBALL MIDWEST	08/07/2025	Regular	0.00	1,034.50	341656
016699	LEGENDS SPORTS PHOTOGRAPHY LLC	08/07/2025	Regular	0.00	115.83	341657
015971	LEXISNEXIS COPLOGIC SOLUTIONS, INC	08/07/2025	Regular	0.00	988.80	341658
016806	LINDSAY, GEORGE	08/07/2025	Regular	0.00	1,765.00	341659
010061	LOWE'S	08/07/2025	Regular	0.00	1,718.78	341660
016608	LUBER BROS, INC.	08/07/2025	Regular	0.00	22,400.00	341661
016090	LUCY PET PRODUCTS, LLC	08/07/2025	Regular	0.00	241.10	341662
015829	MANUFACTURERS EDGE INC.	08/07/2025	Regular	0.00	1,461.39	341663
010129	MASAHISA, OTAGIRI	08/07/2025	Regular	0.00	237.38	341664
013911	MICHAEL K. NUNLEY & ASSOCIATES, INC.	08/07/2025	Regular	0.00	100,709.58	341665
014436	MINER'S ACE HARDWARE	08/07/2025	Regular	0.00	1,189.05	341666
015312	NATIONAL RECREATION AND PARK ASSOCIATIC	08/07/2025	Regular	0.00	180.00	341667
016052	NATURAL GREEN LANDSCAPE, INC.	08/07/2025	Regular	0.00	3,000.00	341668
012343	ORANGE COUNTY SHERIFF'S DEPARTMENT	08/07/2025	Regular	0.00	260.00	341669
012691	O'REILLY AUTOMOTIVE STORES, INC.	08/07/2025	Regular	0.00	2,566.05	341670
015443	PASSPORT LABS, INC.	08/07/2025	Regular	0.00	1,254.67	341671
010306	QUINN COMPANY	08/07/2025	Regular	0.00	3,426.41	341672
014934	RAMIREZ, JOSHUA	08/07/2025	Regular	0.00	1,014.00	341673
010326	RED WING SHOE STORE	08/07/2025	Regular	0.00	250.00	341674
014415	REYES, PEDRO R.	08/07/2025	Regular	0.00	350.00	341675
010520	RP RENTALS	08/07/2025	Regular	0.00	637.00	341676
016305	RUGERIO, JOSE LUIS PEREZ	08/07/2025	Regular	0.00	352.00	341677
010376	SAFETY-KLEEN SYSTEMS, INC.	08/07/2025	Regular	0.00	159.25	341678
011203	SAN LUIS BUTANE DISTRIBUTORS, A CORP.	08/07/2025	Regular	0.00	30.31	341679
010693	SANTA PAULA CLEANERS	08/07/2025	Regular	0.00	234.00	341680
011263	SANTA PAULA SELF STORAGE	08/07/2025	Regular	0.00	1,530.00	341681
010711	SANTA PAULA TIMES	08/07/2025	Regular	0.00	2,189.60	341682
013909	SITEONE LANDSCAPE SUPPLY, LLC	08/07/2025	Regular	0.00	690.01	341683
011524	SOLID WASTE SOLUTIONS	08/07/2025	Regular	0.00	2,300.50	341684
010795	SOUTHERN CALIFORNIA EDISON	08/07/2025	Regular	0.00	87,241.09	341685
016078	SP PLUMBING & HEATING L.L.C.	08/07/2025	Regular	0.00	245.00	341686
013043	STAFFORD, STEVE	08/07/2025	Regular	0.00	300.00	341687
015809	STANDARD SITE RENTALS INC.	08/07/2025	Regular	0.00	937.09	341688
011144	STAPLES, INC.	08/07/2025	Regular	0.00	457.78	341689
015755	STONE WEST, INC.	08/07/2025	Regular	0.00	1,116.30	341690
011871	SUNBELT RENTALS, INC.	08/07/2025	Regular	0.00	189.35	341691
016466	SUPERIOR WELDING & PIPING INC.	08/07/2025	Regular	0.00	1,307.52	341692
016810	SURFSIDE SOFTEE	08/07/2025	Regular	0.00	775.32	341693
015728	THE COUNSELING TEAM INTERNATIONAL	08/07/2025	Regular	0.00	2,200.00	341694
012070	TRAFFIC TECHNOLOGIES	08/07/2025	Regular	0.00	2,754.20	341695
016805	TWENTIETH CENTURY FOX FILM CORPORATIOI	08/07/2025	Regular	0.00	15,454.39	341696
011389	TYLER TECHNOLOGIES, INC	08/07/2025	Regular	0.00	15,770.13	341697
010897	UNITED WATER CONSERVATION DISTRICT	08/07/2025	Regular	0.00	292,898.67	341698
010883	U-RENT INC	08/07/2025	Regular	0.00	88.15	341699
011992	VENTURA CO DISTRICT ATTORNEY	08/07/2025	Regular	0.00	9,004.07	341700
015186	VENTURA COUNTY AUTO SUPPLY, INC.	08/07/2025	Regular	0.00	17.60	341701
010938	VENTURA COUNTY SHERIFF'S OFFICE	08/07/2025	Regular	0.00	3,450.00	341702
014375	VENTURA SIGNS & SCREEN PRINTING	08/07/2025	Regular	0.00	1,541.75	341703
011539	VERIZON WIRELESS	08/07/2025	Regular	0.00	3,413.60	341704
016578	VITAL RECORDS HOLDINGS, LLC	08/07/2025	Regular	0.00	135.62	341705
013550	WHITE CAP, L.P.	08/07/2025	Regular	0.00	14,052.28	341706

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
014968	WILLDAN FINANCIAL SERVICES	08/07/2025	Regular	0.00	8,850.00	341707
016692	WRIGHT, NICOLE	08/07/2025	Regular	0.00	8,722.50	341708
013843	YOUNG, DUNCAN JAMES	08/07/2025	Regular	0.00	2,288.00	341709
016126	ENVISION VTA FD AUTO LLC	08/12/2025	Regular	0.00	76,998.99	341710
015785	FORD MOTOR CREDIT COMPANY LLC	08/13/2025	Regular	0.00	33,147.57	341711
011464	BUSINESS CARD	08/15/2025	Regular	0.00	3,263.74	341712
011464	BUSINESS CARD	08/15/2025	Regular	0.00	1,400.52	341713
012895	MNS ENGINEERS, INC.	08/19/2025	Regular	0.00	16,440.00	341714
011010	WILLDAN ENGINEERING	08/19/2025	Regular	0.00	248,940.48	341715
	Void	08/19/2025	Regular	0.00	0.00	341716
010019	A-1 TRUCK & EQUIPMENT INC	08/21/2025	Regular	0.00	3,026.25	341733
012682	ALL PHASE UTILITY AND LEAK LOCATING, INC	08/21/2025	Regular	0.00	886.28	341734
015498	AMAZON CAPITAL SERVICES	08/21/2025	Regular	0.00	2,812.76	341735
016387	ANAHEIM LAWNMOWER SHOP & WELDING LL(	08/21/2025	Regular	0.00	726.14	341736
011354	AT&T MOBILITY	08/21/2025	Regular	0.00	3,294.74	341737
016812	AT&T MOBILITY, LLC	08/21/2025	Regular	0.00	27.00	341738
016814	AURORA CASTING AND ENGINEERING	08/21/2025	Regular	0.00	979.08	341739
016808	AZUL FOUNDATION	08/21/2025	Regular	0.00	10,447.80	341740
016546	BARK AND BRANCH LANDSCAPING	08/21/2025	Regular	0.00	9,450.00	341741
011253	BAY ALARM COMPANY	08/21/2025	Regular	0.00	716.76	341742
016092	BULLOCK, TARA	08/21/2025	Regular	0.00	715.00	341743
015398	BUNNIN CHEVROLET OF SANTA PAULA	08/21/2025	Regular	0.00	279.90	341744
011487	CALIFORNIA SOCIETY OF MUNICIPAL FINANCE (	08/21/2025	Regular	0.00	180.00	341745
016682	CALPORTLAND COMPANY	08/21/2025	Regular	0.00	1,278.01	341746
012679	CAL-STATE AUTO PARTS	08/21/2025	Regular	0.00	864.24	341747
016811	CARRILLO, ALEXANDRO JESUS	08/21/2025	Regular	0.00	1,605.00	341748
011303	CDW GOVERNMENT INC	08/21/2025	Regular	0.00	8,764.00	341749
016444	CENDEJAS, ERIC	08/21/2025	Regular	0.00	1,750.00	341750
016266	CENTRAL COAST ENGINEERING	08/21/2025	Regular	0.00	2,482.40	341751
015874	CHANDLER ASSET MANAGEMENT, INC.	08/21/2025	Regular	0.00	2,668.76	341752
015999	CHARTER COMMUNICATIONS HOLDING, LLC	08/21/2025	Regular	0.00	1,488.99	341753
016140	CHAVEZ, PEDRO	08/21/2025	Regular	0.00	23.35	341754
011137	COPQUEST, INC.	08/21/2025	Regular	0.00	1,057.80	341755
010418	CORELOGIC SOLUTIONS, LLC	08/21/2025	Regular	0.00	140.00	341756
011149	COSTCO WHOLESALE	08/21/2025	Regular	0.00	801.19	341757
011149	COSTCO WHOLESALE	08/21/2025	Regular	0.00	130.00	341758
011148	COUNTY OF VENTURA	08/21/2025	Regular	0.00	174.83	341759
011161	CRAGOE PEST SERVICES INC	08/21/2025	Regular	0.00	1,565.00	341760
011686	CROWN DODGE	08/21/2025	Regular	0.00	196.15	341761
016782	D+S AUTOWORKS (ONE WAY AUTO EXPERTS LL	08/21/2025	Regular	0.00	1,100.94	341762
012191	DATAPROSE, LLC	08/21/2025	Regular	0.00	17,037.39	341763
011811	DE LAGE LANDEN	08/21/2025	Regular	0.00	1,353.79	341764
013724	DIRECT TV	08/21/2025	Regular	0.00	115.24	341765
013975	DODOS DESIGN - GARCIA, DAVID	08/21/2025	Regular	0.00	2,483.80	341766
016173	ELIZARRARAZ, MANNY	08/21/2025	Regular	0.00	200.00	341767
010385	ENVIRONMENTAL HEALTH DIVISION	08/21/2025	Regular	0.00	4,076.79	341768
011777	ENVIRONMENTAL SYSTEMS RESEARCH INSTITU	08/21/2025	Regular	0.00	4,710.00	341769
016126	ENVISION VTA FD AUTO LLC	08/21/2025	Regular	0.00	313.58	341770
016606	EQ LANDSCAPING, INC.	08/21/2025	Regular	0.00	1,800.00	341771
010395	FAMCON PIPE & SUPPLY, INC.	08/21/2025	Regular	0.00	2,911.51	341772
010847	FARMERS IRRIGATION	08/21/2025	Regular	0.00	3,573.14	341773
010405	FERGUSON ENTERPRISES INC #1350	08/21/2025	Regular	0.00	263.45	341774
010406	FERGUSON WATERWORKS #1084	08/21/2025	Regular	0.00	3,867.24	341775
010440	FGL ENVIRONMENTAL, INC	08/21/2025	Regular	0.00	1,505.00	341776
016815	FIGUEROA, SANDRA	08/21/2025	Regular	0.00	428.00	341777
010417	FIREMASTER	08/21/2025	Regular	0.00	856.28	341778
016821	FLORES, MAUREEN	08/21/2025	Regular	0.00	200.00	341779
012437	FMP UNIFORM CO.	08/21/2025	Regular	0.00	118.53	341780
010432	FRANK'S PAINT & HARDWARE	08/21/2025	Regular	0.00	1,207.41	341781
014061	FRONTIER COMMUNICATIONS	08/21/2025	Regular	0.00	3,268.01	341782
010441	FRUIT GROWERS SUPPLY CO	08/21/2025	Regular	0.00	45.53	341783

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
010797	GAS COMPANY, THE	08/21/2025	Regular	0.00	353.52	341784
016449	GAYTAN, CARLOS	08/21/2025	Regular	0.00	881.62	341785
015222	GOODSUITE	08/21/2025	Regular	0.00	1,271.14	341786
010481	GRAINGER	08/21/2025	Regular	0.00	1,808.09	341787
012800	GRANITE CONSTRUCTION COMPANY	08/21/2025	Regular	0.00	1,477.97	341788
016825	HERNANDEZ, SAMANTHA	08/21/2025	Regular	0.00	428.00	341789
016127	HOMELAND LANGUAGE SERVICES LLC	08/21/2025	Regular	0.00	828.39	341790
010537	HOUSE SANITARY SUPPLY	08/21/2025	Regular	0.00	1,406.48	341791
010629	KIMBALL MIDWEST	08/21/2025	Regular	0.00	129.58	341792
011796	LANDS' END BUSINESS OUTFITTERS	08/21/2025	Regular	0.00	37.06	341793
014388	LANE, NICK	08/21/2025	Regular	0.00	971.18	341794
013454	LEIBOLD MCCLENDON & MANN	08/21/2025	Regular	0.00	1,092.00	341795
011807	LIVESCAN EXPRESS, INC.	08/21/2025	Regular	0.00	506.00	341796
010061	LOWE'S	08/21/2025	Regular	0.00	1,830.71	341797
015633	M6 CONSULTING, INC.	08/21/2025	Regular	0.00	63,305.90	341798
016816	MANCERA, LILIA	08/21/2025	Regular	0.00	428.00	341799
016823	MARCELO, ARTHUR	08/21/2025	Regular	0.00	200.00	341800
015989	MERCHANT MCINTYRE & ASSOCIATES, LLC	08/21/2025	Regular	0.00	5,000.00	341801
016479	METRON FARNIER LLC	08/21/2025	Regular	0.00	8,802.59	341802
014436	MINER'S ACE HARDWARE	08/21/2025	Regular	0.00	1,051.41	341803
016820	NAVARRO, DANIEL	08/21/2025	Regular	0.00	200.00	341804
010218	NEW IMAGE AUTO BODY	08/21/2025	Regular	0.00	599.76	341805
016282	NORFIELD DEVELOPMENT PARTNERS, LLC	08/21/2025	Regular	0.00	719.52	341806
012691	O'REILLY AUTOMOTIVE STORES, INC.	08/21/2025	Regular	0.00	1,992.92	341807
015443	PASSPORT LABS, INC.	08/21/2025	Regular	0.00	1,143.88	341808
014663	PHOENIX CIVIL ENGINEERING, INC.	08/21/2025	Regular	0.00	16,143.75	341809
015637	PLAYGROUND GUARDIAN LLC	08/21/2025	Regular	0.00	720.00	341810
015822	PREBBLE, RICHARD	08/21/2025	Regular	0.00	110.92	341811
010289	PROUSYS, INC	08/21/2025	Regular	0.00	20,600.00	341812
010960	PUBLIC WORKS AGENCY	08/21/2025	Regular	0.00	4,629.26	341813
013739	QUADIENT FINANCE USA, INC.	08/21/2025	Regular	0.00	1,000.00	341814
013730	QUADIENT LEASING USA, INC.	08/21/2025	Regular	0.00	1,206.86	341815
016538	QUININE JR., RONALD GREEN	08/21/2025	Regular	0.00	2,160.00	341816
010326	RED WING SHOE STORE	08/21/2025	Regular	0.00	500.00	341817
011674	RIO HONDO COMMUNITY COLLEGE	08/21/2025	Regular	0.00	237.10	341818
016822	RODRIGUEZ, IVAN	08/21/2025	Regular	0.00	200.00	341819
016305	RUGERIO, JOSE LUIS PEREZ	08/21/2025	Regular	0.00	713.00	341820
010376	SAFETY-KLEEN SYSTEMS, INC.	08/21/2025	Regular	0.00	209.54	341821
016817	SALINAS. CAROLINA	08/21/2025	Regular	0.00	200.00	341822
011263	SANTA PAULA SELF STORAGE	08/21/2025	Regular	0.00	15,030.00	341823
010711	SANTA PAULA TIMES	08/21/2025	Regular	0.00	177.39	341824
016813	SATICOY LEMON ASSOCIATION	08/21/2025	Regular	0.00	979.08	341825
016000	SCHMIDT, KENNETH L.	08/21/2025	Regular	0.00	38.50	341826
010785	SMART & FINAL	08/21/2025	Regular	0.00	207.49	341827
010795	SOUTHERN CALIFORNIA EDISON	08/21/2025	Regular	0.00	96,752.38	341828
016094	SOUTHERN CALIFORNIA PERMANENTE MEDICA	08/21/2025	Regular	0.00	3,961.00	341829
016078	SP PLUMBING & HEATING L.L.C.	08/21/2025	Regular	0.00	3,188.73	341830
015809	STANDARD SITE RENTALS INC.	08/21/2025	Regular	0.00	1,142.20	341831
011144	STAPLES, INC.	08/21/2025	Regular	0.00	398.61	341832
010823	SUN BADGE CO, INC	08/21/2025	Regular	0.00	172.69	341833
015728	THE COUNSELING TEAM INTERNATIONAL	08/21/2025	Regular	0.00	2,200.00	341834
012006	TOTAL BARRICADE SERVICES, INC.	08/21/2025	Regular	0.00	500.00	341835
012070	TRAFFIC TECHNOLOGIES	08/21/2025	Regular	0.00	644.58	341836
011891	ULINE SHIPPING SUPPLIES	08/21/2025	Regular	0.00	387.77	341837
010278	US POSTAL SERVICE	08/21/2025	Regular	0.00	244.00	341838
016819	VARGAS, MELISSA	08/21/2025	Regular	0.00	428.00	341839
015186	VENTURA COUNTY AUTO SUPPLY, INC.	08/21/2025	Regular	0.00	1,029.56	341840
010938	VENTURA COUNTY SHERIFF'S OFFICE	08/21/2025	Regular	0.00	3,376.39	341841
015375	VENTURA LOCKSMITHS	08/21/2025	Regular	0.00	638.77	341842
016578	VITAL RECORDS HOLDINGS, LLC	08/21/2025	Regular	0.00	141.38	341843
013550	WHITE CAP, L.P.	08/21/2025	Regular	0.00	716.85	341844

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
015847	WHITE RABBIT MAGIC LLC	08/21/2025	Regular	0.00	450.00	341845
014968	WILLDAN FINANCIAL SERVICES	08/21/2025	Regular	0.00	9,105.96	341846
016824	WOODMAN-LAIRD INC.	08/21/2025	Regular	0.00	3,882.82	341847
016692	WRIGHT, NICOLE	08/21/2025	Regular	0.00	12,507.00	341848
016626	ZENCITY TECHNOLOGIES US INC.	08/21/2025	Regular	0.00	6,000.00	341849
015244	ACCURATE FIRST AID SERVICES	08/28/2025	Regular	0.00	242.33	341850
016240	ATKINSON, ANDELSON, LOYA, RUUD AND ROM	08/28/2025	Regular	0.00	14,022.06	341851
016017	CASTELLON, FABIAN	08/28/2025	Regular	0.00	3,306.00	341852
016266	CENTRAL COAST ENGINEERING	08/28/2025	Regular	0.00	3,704.00	341853
011161	CRAGOE PEST SERVICES INC	08/28/2025	Regular	0.00	2,010.00	341854
	Void	08/28/2025	Regular	0.00	0.00	341855
015925	CS-ASSOCIATED MUNICIPAL CORP.	08/28/2025	Regular	0.00	1,850.00	341856
010440	FGL ENVIRONMENTAL, INC	08/28/2025	Regular	0.00	1,784.00	341857
016565	J.L. PLANK, INCORPORATED	08/28/2025	Regular	0.00	39,721.99	341858
013544	LARRY WALKER ASSOCIATES, INC.	08/28/2025	Regular	0.00	11,743.00	341859
015829	MANUFACTURERS EDGE INC.	08/28/2025	Regular	0.00	2,582.61	341860
016771	RAMIREZ, PORFIRIO G.	08/28/2025	Regular	0.00	1,713.36	341861
016078	SP PLUMBING & HEATING L.L.C.	08/28/2025	Regular	0.00	1,048.33	341862
014680	BEST BEST & KRIEGER LLP	08/28/2025	Regular	0.00	45,000.00	341863
016034	SPIRIT OF SANTA PAULA	08/28/2025	Regular	0.00	116,000.00	341864
011211	BNY MELLON	08/25/2025	Bank Draft	0.00	141,375.00	992491
011211	BNY MELLON	08/25/2025	Bank Draft	0.00	356,481.25	992492
011211	BNY MELLON	08/25/2025	Bank Draft	0.00	573,737.05	992493
015506	PAYMENTUS GROUP, INC.	08/20/2025	Bank Draft	0.00	12,667.65	992500

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	793	254	0.00	4,894,045.06
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	4	4	0.00	1,084,260.95
EFT's	0	0	0.00	0.00
	797	**261**	**0.00**	**5,978,306.01**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PY-PAYROLL						
011688	CALIFORNIA STATE DISBURSEMENT UNIT	08/01/2025	Regular	0.00	982.60	341579
011228	CALIFORNIA, STATE OF	08/01/2025	Regular	0.00	150.00	341580
010553	ICMA RETIREMENT TRUST-457	08/01/2025	Regular	0.00	15,071.10	341581
010554	ICMA RETIREMENT TRUST-457 (PT)	08/01/2025	Regular	0.00	1,792.31	341582
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION	08/01/2025	Regular	0.00	1,020.00	341583
010291	SEIU LOCAL 721	08/01/2025	Regular	0.00	770.35	341584
010898	UNITED WAY OF VENTURA COUNTY	08/01/2025	Regular	0.00	11.00	341585
011103	COLONIAL LIFE & ACCIDENT	08/07/2025	Regular	0.00	2,792.69	341590
016111	FIDELITY SECURITY LIFE INSURANCE COMPANY	08/07/2025	Regular	0.00	805.74	341591
010371	METLIFE SBC	08/07/2025	Regular	0.00	360.99	341592
010331	RELIANCE STANDARD LIFE INSURANCE	08/07/2025	Regular	0.00	612.33	341593
014422	RELIANCE STANDARD LIFE INSURANCE	08/07/2025	Regular	0.00	5,013.72	341594
010331	RELIANCE STANDARD LIFE INSURANCE	08/07/2025	Regular	0.00	5,605.22	341595
011688	CALIFORNIA STATE DISBURSEMENT UNIT	08/19/2025	Regular	0.00	982.60	341717
011228	CALIFORNIA, STATE OF	08/19/2025	Regular	0.00	150.00	341718
010553	ICMA RETIREMENT TRUST-457	08/19/2025	Regular	0.00	15,129.36	341719
010554	ICMA RETIREMENT TRUST-457 (PT)	08/19/2025	Regular	0.00	1,370.92	341720
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION	08/19/2025	Regular	0.00	1,020.00	341721
010291	SEIU LOCAL 721	08/19/2025	Regular	0.00	753.60	341722
010898	UNITED WAY OF VENTURA COUNTY	08/19/2025	Regular	0.00	11.00	341723
011688	CALIFORNIA STATE DISBURSEMENT UNIT	08/29/2025	Regular	0.00	982.60	341865
011228	CALIFORNIA, STATE OF	08/29/2025	Regular	0.00	150.00	341866
010553	ICMA RETIREMENT TRUST-457	08/29/2025	Regular	0.00	12,763.58	341867
010554	ICMA RETIREMENT TRUST-457 (PT)	08/29/2025	Regular	0.00	1,152.29	341868
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION	08/29/2025	Regular	0.00	1,020.00	341869
010291	SEIU LOCAL 721	08/29/2025	Regular	0.00	753.60	341870
010898	UNITED WAY OF VENTURA COUNTY	08/29/2025	Regular	0.00	11.00	341871
010420	INTERNAL REVENUE SERVICE	08/06/2025	Bank Draft	0.00	56,821.00	992484
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DE	08/06/2025	Bank Draft	0.00	17,858.74	992485
014872	STATE OF CALIFORNIA EDD - SDI	08/06/2025	Bank Draft	0.00	1,792.15	992486
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	08/06/2025	Bank Draft	0.00	73,809.63	992487
013539	WAGE WORKS, INC.	08/06/2025	Bank Draft	0.00	1,402.63	992488
011024	CALIFORNIA PUBLIC EMPLOYEE RETIREMENT S	08/08/2025	Bank Draft	0.00	92,883.38	992489
013539	WAGE WORKS, INC.	08/13/2025	Bank Draft	0.00	1,333.33	992494
010420	INTERNAL REVENUE SERVICE	08/20/2025	Bank Draft	0.00	59,803.77	992495
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DE	08/20/2025	Bank Draft	0.00	19,177.33	992496
014872	STATE OF CALIFORNIA EDD - SDI	08/20/2025	Bank Draft	0.00	1,822.61	992497
013539	WAGE WORKS, INC.	08/20/2025	Bank Draft	0.00	832.00	992498
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	08/20/2025	Bank Draft	0.00	78,925.95	992499
013539	WAGE WORKS, INC.	08/27/2025	Bank Draft	0.00	267.95	992501

Bank Code PY Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	134	27	0.00	71,238.60
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	143	13	0.00	406,730.47
EFT's	0	0	0.00	0.00
	277	**40**	**0.00**	**477,969.07**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	927	281	0.00	4,965,283.66
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	147	17	0.00	1,490,991.42
EFT's	0	0	0.00	0.00
	1074	**301**	**0.00**	**6,456,275.08**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	8/2025	6,456,275.08
			6,456,275.08

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: REVISED SALARY SCHEDULE RESOLUTION FOR FY 2025-2026 AND FY 2026-2027

Date: September 17, 2025

Agenda Item: 10.D

RECOMMENDATION:

It is recommended that the City Council:

(1) Adopt Resolution No. 7590, approving revisions to the FY 2025-2026 and FY 2026-2027 Salary Schedule.

BACKGROUND:

On August 6, 2025, the City Council adopted the FY 2025-26 and FY 2026-27 Salary Schedule. At the same meeting, Council adopted resolutions approving the 2025-2027 Memorandum of Understanding for the Service Employees International Union (SEIU), Local 721, and the employment terms for Unrepresented: Executive Management Employees.

ANALYSIS:

In a recent review of the adopted salary schedule for FY 2025-26 and FY 2026-27, an error was noticed in the approved salary ranges for the Water System Operator IV classification that was different from the recommendations that the City Council endorsed with the employee compensation study that was prepared by HR Dynamics & Performance Management, and the bargaining guidelines that were provided to staff during labor negotiations. Additionally, closer scrutiny of the City's Chief Technology Officer position, as compared with similar positions within the pool, resulted in a modified recommendation raising the position within the City's salary range table. Finally, the establishment of a new position of Senior Administrative Analyst was previously approved by Council, however the new salary range was inadvertently left off of the schedule approved on August 6.

Tonight's action requests that the City Council adopt a new Resolution which includes revisions to the FY 2025-2026 and FY 2026-2027 Salary Schedule, implementing compensation changes made to the salary ranges of the Chief Technology Officer and Water

System Operator IV classification, plus the addition of the Senior Administrative Analyst, effective with the first full pay-period in July 2025. The changes to the salary ranges for these classifications include a base wage increase of 13% for the Chief Technology Officer classification and 5% for the Water System Operator IV (WSO IV) classification. The WSO IV classification had been 5% above the WSO III position and now sits at 10% above a WSO III.

STRATEGIC PLAN:

While this request is not called out in the City's Strategic Plan, it does align with the strategic goal of Operational Excellence.

FISCAL IMPACTS:

The fiscal impacts of the salary range for the Sr. Administrative Analyst have already been included in the current adopted budget, as no changes are recommended. However the increases to the Chief Technology Officer and Water Systems Dual Operator IV will incur a cost of approximately $7,255 to the General Fund and $3,778 to the Water Enterprise Funds for all budgeted positions. Staff will return at the Fiscal Review for the First Quarter no later than November with recommendations on how to fund these increases.

OPTIONS:

1. Approve Resolution No. 7590, adopting the FY 2025-2026 and FY 2026-2027 Salary Schedule to include revisions.
2. Provide alternate direction to staff.

ATTACHMENTS:

Resolution_No._7590 - Revising Salary Schedule.docx
Mou Salary Schedules 9.17.25 - Corrected adding Sr. Admn CTO WSO IV new 26.27.pdf
Mou Salary Schedules 9.17.25 - Corrected adding Sr. Admn CTO WSO IV new 25.26.pdf

RESOLUTION NO. 7590

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA ADOPTING THE REVISED FY 2025-2026 AND FY 2026-2027 SALARY SCHEDULE

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

SECTION 1: The City Council finds as follows:

A. On August 6, 2025, the City Council approved the FY 25-26 and FY 26-27 Salary Schedule.

B. In a recent review of the adopted salary schedule for FY 2025-26 and FY 2026-27, an error was noticed in the approved salary ranges for the Water System Operator IV classification that was different from the recommendations the City Council endorsed with the employee compensation study prepared by HR Dynamics & Performance Management, and the bargaining guidelines that were provided to staff during labor negotiations.

C. Additionally, closer scrutiny of the City's Chief Technology Officer position, as compared with similar positions within the pool, resulted in a modified recommendation raising the position within the City's salary range table.

D. The City Council desires to adopt a revised Salary Schedule to reflect the correct salary ranges for the Water System Operator IV classification and to implement the modified recommendation to raise the Chief Technology Officer position within the City's salary range table.

SECTION 2: The City Council adopts the revised FY 25-26 and FY 26-27 Salary Schedule attached hereto as Exhibit A.

SECTION 3: This Resolution will become effective as of the first full pay period after July 1, 2025.

SECTION 4: The City Clerk shall certify to the adoption of this Resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED AND ADOPTED, this 17TH day of September, 2025.

_____
Pedro Chavez, Mayor
City of Santa Paula

ATTEST:

_____
Julie Latshaw, City Clerk

Approved as to form:

_____
Monica Castillo, City Attorney

Approved as to content:

_____
Daniel Singer, City Manager

EXHIBIT A

Revised Salary Schedule

[attached behind]

Proposed 9.17.25 FY 26/27 Salary Schedule

	Position	Hourly	Hourly	Hourly	Hourly	Hourly	Annual	Annual	Annual	Annual	Annual
		Hourly-1	Hourly-2	Hourly-3	Hourly-4	Hourly-5	Annual-1	Annual-2	Annual-3	Annual-4	Annual-5
100	CITY MANAGER	113.58					236,246.40	-	-	-	-
102	HUMAN RESOURCES ADMINISTRATOR	67.89	71.29	74.86	78.61	82.55	141,211.20	148,283.20	155,708.80	163,508.80	171,704.00
103	PARKS & RECREATION DIRECTOR	74.89	78.64	82.58	86.71	91.05	155,771.20	163,571.20	171,766.40	180,356.80	189,384.00
106	COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR	76.14	79.95	83.95	88.15	92.56	158,371.20	166,296.00	174,616.00	183,352.00	192,524.80
107	FINANCE DIRECTOR/CITY TREASURER	75.65	79.44	83.42	87.60	91.98	157,352.00	165,235.20	173,513.60	182,208.00	191,318.40
108	PUB WORKS DIR/CITY ENGINE	79.64	83.63	87.82	92.22	96.84	165,651.20	173,950.40	182,665.60	191,817.60	201,427.20
109	POLICE CHIEF	82.72	86.86	91.21	95.78	100.57	172,057.60	180,668.80	189,716.80	199,222.40	209,185.60
111	CHIEF TECHNOLOGY OFFICER	73.59	77.27	81.14	85.20	89.46	153,067.20	160,721.60	168,771.20	177,216.00	186,076.80
113	DEPUTY CITY MANAGER	66.70	70.04	73.55	77.23	81.10	138,736.00	145,683.20	152,984.00	160,638.40	168,688.00
202	ASSISTANT FINANCE DIRECTOR	58.87	61.82	64.92	68.17	71.58	122,449.60	128,585.60	135,033.60	141,793.60	148,886.40
205	POLICE COMMANDER	68.32	71.74	75.33	79.10	83.06	142,105.60	149,219.20	156,686.40	164,528.00	172,764.80
207	ASSISTANT PUB WORKS DIRECTOR	69.43	72.91	76.56	80.39	84.41	144,414.40	151,652.80	159,244.80	167,211.20	175,572.80
208	CHIEF BUILDING OFFICIAL	57.10	59.96	62.96	66.11	69.42	118,768.00	124,716.80	130,956.80	137,508.80	144,393.60
209	ASSISTANT POLICE CHIEF	74.93	78.68	82.62	86.76	91.10	155,854.40	163,654.40	171,849.60	180,460.80	189,488.00
213	PLANNING COMMISSIONER	50.00	-	-	-	-					
214	PLANNING & ECONOMIC DEVELOPMENT MANAGER	60.30	63.32	66.49	69.82	73.32	125,424.00	131,705.60	138,299.20	145,225.60	152,505.60
215	WATER OPERATIONS SUPERINTENDENT	62.86	66.01	69.32	72.79	76.43	130,748.80	137,300.80	144,185.60	151,403.20	158,974.40
258	PLANNER, ASSISTANT/GIS ANALYST	36.55	38.38	40.30	42.32	44.44	76,024.00	79,830.40	83,824.00	88,025.60	92,435.20
259	ENGINEERING TECH. SR.	37.76	39.65	41.64	43.73	45.92	78,540.80	82,472.00	86,611.20	90,958.40	95,513.60
263	PLANNER, ASSOCIATE	41.96	44.06	46.27	48.59	51.02	87,276.80	91,644.80	96,241.60	101,067.20	106,121.60
265	MANAGEMENT ANALYST	45.00	47.25	49.62	52.11	54.72	93,600.00	98,280.00	103,209.60	108,388.80	113,817.60
268	ACCOUNTANT	39.71	41.70	43.79	45.98	48.28	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40
273	PURCHASING AGENT	45.69	47.98	50.38	52.90	55.55	95,035.20	99,798.40	104,790.40	110,032.00	115,544.00
274	RECORDS SUPERVISOR	39.08	41.04	43.10	45.26	47.53	81,286.40	85,363.20	89,648.00	94,140.80	98,862.40
275	ADMINISTRATIVE ANALYST I	29.96	31.46	33.04	34.70	36.44	62,316.80	65,436.80	68,723.20	72,176.00	75,795.20
276	RECREATION SUPERVISOR	39.08	41.04	43.10	45.26	47.53	81,286.40	85,363.20	89,648.00	94,140.80	98,862.40
277	PARKS & FACILITIES SUPERVISOR	39.08	41.04	43.10	45.26	47.53	81,286.40	85,363.20	89,648.00	94,140.80	98,862.40
278	FLEET SUPERVISOR	39.08	41.04	43.10	45.26	47.53	81,286.40	85,363.20	89,648.00	94,140.80	98,862.40
279	STREETS MAINTENANCE SUPERVISOR	39.08	41.04	43.10	45.26	47.53	81,286.40	85,363.20	89,648.00	94,140.80	98,862.40
280	ADMINISTRATIVE ANALYST II	36.15	37.96	39.86	41.86	43.96	75,192.00	78,956.80	82,908.80	87,068.80	91,436.80
281	ASSOCIATE ENGINEER	49.87	52.37	54.99	57.74	60.63	103,729.60	108,929.60	114,379.20	120,099.20	126,110.40
282	EMERGENCY SERVICES COORDINATOR	42.40	44.52	46.75	49.09	51.55	88,192.00	92,601.60	97,240.00	102,107.20	107,224.00
283	CITY CLERK	43.64	45.83	48.13	50.54	53.07	90,771.20	95,326.40	100,110.40	105,123.20	110,385.60
301	CUSTODIAN	22.58	23.71	24.90	26.15	27.46	46,966.40	49,316.80	51,792.00	54,392.00	57,116.80
302	CUST SERVICES REP	23.06	24.22	25.44	26.72	28.06	47,964.80	50,377.60	52,915.20	55,577.60	58,364.80
304	WATER DISTRIBUTION OPERATOR I	26.98	28.33	29.75	31.24	32.81	56,118.40	58,926.40	61,880.00	64,979.20	68,244.80
309	ADMINISTRATIVE ASSISTANT	24.08	25.29	26.56	27.89	29.29	50,086.40	52,603.20	55,244.80	58,011.20	60,923.20
311	ANIMAL SERVICES COORDINAT	28.93	30.38	31.90	33.50	35.18	60,174.40	63,190.40	66,352.00	69,680.00	73,174.40
313	SR. ADMINISTRATIVE ASST.	25.95	27.25	28.62	30.06	31.57	53,976.00	56,680.00	59,529.60	62,524.80	65,665.60
314	WATER DISTRIBUTION OPERATOR II	28.36	29.78	31.27	32.84	34.49	58,988.80	61,942.40	65,041.60	68,307.20	71,739.20
315	MECHANIC I	26.22	27.54	28.92	30.37	31.89	54,537.60	57,283.20	60,153.60	63,169.60	66,331.20
323	BUILDING INSPECTOR I	29.85	31.35	32.92	34.57	36.30	62,088.00	65,208.00	68,473.60	71,905.60	75,504.00
324	MECHANIC II	32.45	34.08	35.79	37.58	39.46	67,496.00	70,886.40	74,443.20	78,166.40	82,076.80
326	BUILDING INSPECTOR II	36.39	38.21	40.13	42.14	44.25	75,691.20	79,476.80	83,470.40	87,651.20	92,040.00
328	ENGINEERING TECH/INSPECTO	29.63	31.12	32.68	34.32	36.04	61,630.40	64,729.60	67,974.40	71,385.60	74,963.20
329	SENIOR ACCOUNTING TECHNIC	26.26	27.58	28.96	30.41	31.94	54,620.80	57,366.40	60,236.80	63,252.80	66,435.20
330	EQUIPMENT MAINT LEADWORK	35.42	37.20	39.06	41.02	43.08	73,673.60	77,376.00	81,244.80	85,321.60	89,606.40
331	FACILITIES MAINT LEADWORK	29.34	30.81	32.36	33.98	35.68	61,027.20	64,084.80	67,308.80	70,678.40	74,214.40
332	FAC MAINT WRK I	24.37	25.59	26.87	28.22	29.64	50,689.60	53,227.20	55,889.60	58,697.60	61,651.20
333	FAC MAINT WRK II	26.87	28.22	29.64	31.13	32.69	55,889.60	58,697.60	61,651.20	64,750.40	67,995.20
334	MAINTENANCE WRK I	23.41	24.59	25.82	27.12	28.48	48,692.80	51,147.20	53,705.60	56,409.60	59,238.40
335	MAINTANENCE WRK II	25.80	27.09	28.45	29.88	31.38	53,664.00	56,347.20	59,176.00	62,150.40	65,270.40
339	STREET MAINT LEADWORKER	28.18	29.59	31.07	32.63	34.27	58,614.40	61,547.20	64,625.60	67,870.40	71,281.60
343	COMMUNITY DEVELOPMENT TECHNICIAN	29.03	30.49	32.02	33.63	35.32	60,382.40	63,419.20	66,601.60	69,950.40	73,465.60
344	RECREATION PROGRAM COORDINATOR	26.75	28.09	29.50	30.98	32.53	55,640.00	58,427.20	61,360.00	64,438.40	67,662.40
345	PERMIT TECHNICIAN	31.90	33.50	35.18	36.94	38.79	66,352.00	69,680.00	73,174.40	76,835.20	80,683.20
346	ENGINEERING TECH I	28.71	30.15	31.66	33.25	34.92	59,716.80	62,712.00	65,852.80	69,160.00	72,633.60
347	ENGINEERING TECH II	33.30	34.97	36.72	38.56	40.49	69,264.00	72,737.60	76,377.60	80,204.80	84,219.20
348	LEAD PARK AND ABATEMENT SPECIALIST	24.55	25.78	27.07	28.43	29.86	51,064.00	53,622.40	56,305.60	59,134.40	62,108.80
349	ACCOUNTING SPECIALIST	28.71	30.15	31.66	33.25	34.92	59,716.80	62,712.00	65,852.80	69,160.00	72,633.60
350	DUAL OPERATOR I	31.32	32.89	34.54	36.27	38.09	65,145.60	68,411.20	71,843.20	75,441.60	79,227.20
351	DUAL OPERATOR II	32.91	34.56	36.29	38.11	40.02	68,452.80	71,884.80	75,483.20	79,268.80	83,241.60
352	DUAL OPERATOR III	36.77	38.61	40.55	42.58	44.71	76,481.60	80,308.80	84,344.00	88,566.40	92,996.80
353	DUAL OPERATOR IV	39.62	41.61	43.70	45.89	48.19	82,409.60	86,548.80	90,896.00	95,451.20	100,235.20
354	LEAD DUAL OPERATOR	41.64	43.73	45.92	48.22	50.64	86,611.20	90,958.40	95,513.60	100,297.60	105,331.20
355	SR. ADMINISTRATIVE ANALYST	39.76	41.75	43.84	46.04	48.35	82,700.80	86,840.00	91,187.20	95,763.20	100,568.00
401	PUBLIC SAFETY DISP CLERK	31.31	32.88	34.53	36.26	38.08	59,196.80	62,171.20	65,291.20	68,556.80	71,988.80
402	PUB SAFETY DISPATCH SUPER	38.31	40.23	42.25	44.37	46.59	74,464.00	78,187.20	82,097.60	86,216.00	90,542.40
403	POLICE OFFICER	44.21	46.43	48.76	51.20	53.76	85,924.80	90,230.40	94,744.00	99,486.40	104,478.40
405	POLICE SENIOR	49.49	51.97	54.57	57.30	60.17	96,200.00	101,025.60	106,080.00	111,384.00	116,958.40
406	POLICE SERGEANT	57.62	60.51	63.54	66.72	70.06	112,008.00	117,624.00	123,510.40	129,688.00	136,177.60
407	POLICE RECRUIT	26.42	-	-	-	-	-	-	-	-	-
501	COMMUNITY SERVICES OFFICE	20.97	22.02	23.13	24.29	25.51	43,617.60	45,801.60	48,110.40	50,523.20	53,060.80
502	EVIDENCE & PROPERTY TECHNICIAN	23.23	24.40	25.62	26.91	28.26	48,318.40	50,752.00	53,289.60	55,972.80	58,780.80
503	RECORDS TECHNICIAN	20.75	21.79	22.88	24.03	25.24	43,160.00	45,323.20	47,590.40	49,982.40	52,499.20

Proposed 9.17.25 FY 26/27 Salary Schedule

		Hourly	Hourly	Hourly	Hourly	Hourly	Annual	Annual	Annual	Annual	Annual
	Position	Hourly-1	Hourly-2	Hourly-3	Hourly-4	Hourly-5	Annual-1	Annual-2	Annual-3	Annual-4	Annual-5
703	IT SUPPORT ANALYST	42.85	45.00	47.25	49.62	52.11	89,128.00	93,600.00	98,280.00	103,209.60	108,388.80
704	PAYROLL SPECIALIST	33.76	35.45	37.23	39.10	41.06	70,220.80	73,736.00	77,438.40	81,328.00	85,404.80
705	EXECUTIVE ASSISTANT	28.38	29.80	31.29	32.86	34.51	59,030.40	61,984.00	65,083.20	68,348.80	71,780.80
706	HUMAN RESOURCES ANALYST	42.85	45.00	47.25	49.62	52.11	89,128.00	93,600.00	98,280.00	103,209.60	108,388.80
707	HUMAN RESOURCE TECHNICIAN	27.70	29.09	30.55	32.08	33.69	57,616.00	60,507.20	63,544.00	66,726.40	70,075.20
801	RECREATION LEADER II	16.50	17.33	18.20	19.11	20.07					
802	RECREATION LEADER III	17.33	18.20	19.11	20.07	21.08					
803	COMM SERVICE OFFICER	16.50	17.33	18.20	19.11	20.07					
804	NUTRITION COORDINATOR	16.50	17.33	18.20	19.11	20.07					
806	FACILITY ATTENDANT	18.95	19.90	20.90	21.95	23.05					
808	SENIOR COORDINATOR	22.34	23.46	24.64	25.88	27.18					
809	SECRETARY II	23.91	25.11	26.37	27.69	29.08					
810	POLICE RESERVE	26.70									
811	CITY INTERN	16.50	17.33	18.20	19.11	20.07					
816	PARK ABATEMENT SPECIALIST	21.05	22.11	23.22	24.39	25.61					
818	POLICE CADET	16.50	17.33	18.20	19.11	20.07					
819	PW FIELD TECHNICIAN	16.50	17.33	18.20	19.11	20.07					
820	CRIMINAL INVESTIGATIVE ANALYST	40.66	42.70	44.84	47.09	49.45					
821	MECHANIC HELPER	16.50	17.33	18.20	19.11	20.07					
822	RECREATION LEADER I / CITY CORP TRAINEE	16.50	-	-	-	-					
823	CODE ENFORCEMENT INSPECTOR	33.22	34.89	36.64	38.48	40.41	69,097.60	72,571.20	76,211.20	80,038.40	84,052.80
900	COUNCILMEMBER	600.00	-	-	-	-					

Proposed 9.17.25 FY 25/26 Salary Schedule; Effective first full pay period in July 2025

	Position	Hourly	Hourly	Hourly	Hourly	Hourly	Annual	Annual	Annual	Annual	Annual
		Hourly-1	Hourly-2	Hourly-3	Hourly-4	Hourly-5	Annual-1	Annual-2	Annual-3	Annual-4	Annual-5
100	CITY MANAGER	110.27					229,361.60	-	-	-	-
102	HUMAN RESOURCES ADMINISTRATOR	64.17	67.38	70.75	74.29	78.01	133,473.60	140,150.40	147,160.00	154,523.20	162,260.80
103	PARKS & RECREATION DIRECTOR	68.96	72.41	76.04	79.85	83.85	143,436.80	150,612.80	158,163.20	166,088.00	174,408.00
106	COMMUNITY & ECONOMIC DEVELOPMENT DIRECTO	70.69	74.23	77.95	81.85	85.95	147,035.20	154,398.40	162,136.00	170,248.00	178,776.00
107	FINANCE DIRECTOR/CITY TREASURER	70.01	73.52	77.20	81.06	85.12	145,620.80	152,921.60	160,576.00	168,604.80	177,049.60
108	PUB WORKS DIR/CITY ENGINE	75.63	79.42	83.40	87.57	91.95	157,310.40	165,193.60	173,472.00	182,145.60	191,256.00
109	POLICE CHIEF	78.08	81.99	86.09	90.40	94.92	162,406.40	170,539.20	179,067.20	188,032.00	197,433.60
111	CHIEF TECHNOLOGY OFFICER	67.18	70.54	74.07	77.78	81.67	139,734.40	146,723.20	154,065.60	161,782.40	169,873.60
113	DEPUTY CITY MANAGER	62.48	65.61	68.90	72.35	75.97	129,958.40	136,468.80	143,312.00	150,488.00	158,017.60
202	ASSISTANT FINANCE DIRECTOR	53.12	55.78	58.57	61.50	64.58	110,489.60	116,022.40	121,825.60	127,920.00	134,326.40
205	POLICE COMMANDER	64.78	68.02	71.43	75.01	78.77	134,742.40	141,481.60	148,574.40	156,020.80	163,841.60
207	ASSISTANT PUB WORKS DIRECTOR	63.75	66.94	70.29	73.81	77.51	132,600.00	139,235.20	146,203.20	153,524.80	161,220.80
208	CHIEF BUILDING OFFICIAL	50.75	53.29	55.96	58.76	61.70	105,560.00	110,843.20	116,396.80	122,220.80	128,336.00
209	ASSISTANT POLICE CHIEF	70.76	74.30	78.02	81.93	86.03	147,180.80	154,544.00	162,281.60	170,414.40	178,942.40
213	PLANNING COMMISSIONER	50.00	-	-	-	-					
214	PLANNING & ECONOMIC DEVELOPMENT MANAGER	55.08	57.84	60.74	63.78	66.97	114,566.40	120,307.20	126,339.20	132,662.40	139,297.60
215	WATER OPERATIONS SUPERINTENDENT	58.61	61.55	64.63	67.87	71.27	121,908.80	128,024.00	134,430.40	141,169.60	148,241.60
258	PLANNER, ASSISTANT/GIS ANALYST	34.78	36.52	38.35	40.27	42.29	72,342.40	75,961.60	79,768.00	83,761.60	87,963.20
259	ENGINEERING TECH. SR.	35.79	37.58	39.46	41.44	43.52	74,443.20	78,166.40	82,076.80	86,195.20	90,521.60
263	PLANNER, ASSOCIATE	39.66	41.65	43.74	45.93	48.23	82,492.80	86,632.00	90,979.20	95,534.40	100,318.40
265	MANAGEMENT ANALYST	42.10	44.21	46.43	48.76	51.20	87,568.00	91,956.80	96,574.40	101,420.80	106,496.00
268	ACCOUNTANT	37.08	38.94	40.89	42.94	45.09	77,126.40	80,995.20	85,051.20	89,315.20	93,787.20
273	PURCHASING AGENT	42.42	44.55	46.78	49.12	51.58	88,233.60	92,664.00	97,302.40	102,169.60	107,286.40
274	RECORDS SUPERVISOR	35.65	37.44	39.32	41.29	43.36	74,152.00	77,875.20	81,785.60	85,883.20	90,188.80
275	ADMINISTRATIVE ANALYST I	27.29	28.66	30.10	31.61	33.20	56,763.20	59,612.80	62,608.00	65,748.80	69,056.00
276	RECREATION SUPERVISOR	35.65	37.44	39.32	41.29	43.36	74,152.00	77,875.20	81,785.60	85,883.20	90,188.80
277	PARKS & FACILITIES SUPERVISOR	35.65	37.44	39.32	41.29	43.36	74,152.00	77,875.20	81,785.60	85,883.20	90,188.80
278	FLEET SUPERVISOR	35.65	37.44	39.32	41.29	43.36	74,152.00	77,875.20	81,785.60	85,883.20	90,188.80
279	STREETS MAINTENANCE SUPERVISOR	35.65	37.44	39.32	41.29	43.36	74,152.00	77,875.20	81,785.60	85,883.20	90,188.80
280	ADMINISTRATIVE ANALYST II	33.52	35.20	36.96	38.81	40.76	69,721.60	73,216.00	76,876.80	80,724.80	84,780.80
281	ASSOCIATE ENGINEER	46.95	49.30	51.77	54.36	57.08	97,656.00	102,544.00	107,681.60	113,068.80	118,726.40
282	EMERGENCY SERVICES COORDINATOR	38.32	40.24	42.26	44.38	46.60	79,705.60	83,699.20	87,900.80	92,310.40	96,928.00
283	CITY CLERK	37.67	39.56	41.54	43.62	45.81	78,353.60	82,284.80	86,403.20	90,729.60	95,284.80
301	CUSTODIAN	21.65	22.74	23.88	25.08	26.34	45,032.00	47,299.20	49,670.40	52,166.40	54,787.20
302	CUST SERVICES REP	21.87	22.97	24.12	25.33	26.60	45,489.60	47,777.60	50,169.60	52,686.40	55,328.00
304	WATER DISTRIBUTION OPERATOR I	25.94	27.24	28.61	30.05	31.56	53,955.20	56,659.20	59,508.80	62,504.00	65,644.80
309	ADMINISTRATIVE ASSISTANT	22.41	23.54	24.72	25.96	27.26	46,612.80	48,963.20	51,417.60	53,996.80	56,700.80
311	ANIMAL SERVICES COORDINAT	25.11	26.37	27.69	29.08	30.54	52,228.80	54,849.60	57,595.20	60,486.40	63,523.20
313	SR. ADMINISTRATIVE ASST.	23.84	25.04	26.30	27.62	29.01	49,587.20	52,083.20	54,704.00	57,449.60	60,340.80
314	WATER DISTRIBUTION OPERATOR II	27.25	28.62	30.06	31.57	33.15	56,680.00	59,529.60	62,524.80	65,665.60	68,952.00
315	MECHANIC I	24.09	25.30	26.57	27.90	29.30	50,107.20	52,624.00	55,265.60	58,032.00	60,944.00
323	BUILDING INSPECTOR I	27.83	29.23	30.70	32.24	33.86	57,886.40	60,798.40	63,856.00	67,059.20	70,428.80
324	MECHANIC II	29.98	31.48	33.06	34.72	36.46	62,358.40	65,478.40	68,764.80	72,217.60	75,836.80
326	BUILDING INSPECTOR II	33.87	35.57	37.35	39.22	41.19	70,449.60	73,985.60	77,688.00	81,577.60	85,675.20
328	ENGINEERING TECH/INSPECTO	27.52	28.90	30.35	31.87	33.47	57,241.60	60,112.00	63,128.00	66,289.60	69,617.60
329	SENIOR ACCOUNTING TECHNIC	24.65	25.89	27.19	28.55	29.98	51,272.00	53,851.20	56,555.20	59,384.00	62,358.40
330	EQUIPMENT MAINT LEADWORK	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
331	FACILITIES MAINT LEADWORK	26.85	28.20	29.61	31.10	32.66	55,848.00	58,656.00	61,588.80	64,688.00	67,932.80
332	FAC MAINT WRK I	22.49	23.62	24.81	26.06	27.37	46,779.20	49,129.60	51,604.80	54,204.80	56,929.60
333	FAC MAINT WRK II	24.74	25.98	27.28	28.65	30.09	51,459.20	54,038.40	56,742.40	59,592.00	62,587.20
334	MAINTENANCE WRK I	22.04	23.15	24.31	25.53	26.81	45,843.20	48,152.00	50,564.80	53,102.40	55,764.80
335	MAINTANENCE WRK II	24.24	25.46	26.74	28.08	29.49	50,419.20	52,956.80	55,619.20	58,406.40	61,339.20
339	STREET MAINT LEADWORKER	26.31	27.63	29.02	30.48	32.01	54,724.80	57,470.40	60,361.60	63,398.40	66,580.80
343	COMMUNITY DEVELOPMENT TECHNICIAN	27.24	28.61	30.05	31.56	33.14	56,659.20	59,508.80	62,504.00	65,644.80	68,931.20
344	RECREATION PROGRAM COORDINATOR	23.73	24.92	26.17	27.48	28.86	49,358.40	51,833.60	54,433.60	57,158.40	60,028.80
345	PERMIT TECHNICIAN	30.45	31.98	33.58	35.26	37.03	63,336.00	66,518.40	69,846.40	73,340.80	77,022.40
346	ENGINEERING TECH I	26.92	28.27	29.69	31.18	32.74	55,993.60	58,801.60	61,755.20	64,854.40	68,099.20
347	ENGINEERING TECH II	31.19	32.75	34.39	36.11	37.92	64,875.20	68,120.00	71,531.20	75,108.80	78,873.60
348	LEAD PARK AND ABATEMENT SPECIALIST	22.73	23.87	25.07	26.33	27.65	47,278.40	49,649.60	52,145.60	54,766.40	57,512.00
349	ACCOUNTING SPECIALIST	26.80	28.14	29.55	31.03	32.59	55,744.00	58,531.20	61,464.00	64,542.40	67,787.20
350	DUAL OPERATOR I	30.06	31.57	33.15	34.81	36.56	62,524.80	65,665.60	68,952.00	72,404.80	76,044.80
351	DUAL OPERATOR II	31.58	33.16	34.82	36.57	38.40	65,686.40	68,972.80	72,425.60	76,065.60	79,872.00
352	DUAL OPERATOR III	34.21	35.93	37.73	39.62	41.61	71,156.80	74,734.40	78,478.40	82,409.60	86,548.80
353	DUAL OPERATOR IV	36.39	38.21	40.13	42.14	44.25	75,691.20	79,476.80	83,470.40	87,651.20	92,040.00
354	LEAD DUAL OPERATOR	38.24	40.16	42.17	44.28	46.50	79,539.20	83,532.80	87,713.60	92,102.40	96,720.00
355	SR. ADMINISTRATIVE ANALYST	36.88	38.73	40.67	42.71	44.85	76,710.40	80,558.40	84,593.60	88,836.80	93,288.00
401	PUBLIC SAFETY DISP CLERK	28.46	29.89	31.39	32.96	34.61	59,196.80	62,171.20	65,291.20	68,556.80	71,988.80
402	PUB SAFETY DISPATCH SUPER	35.80	37.59	39.47	41.45	43.53	74,464.00	78,187.20	82,097.60	86,216.00	90,542.40
403	POLICE OFFICER	41.31	43.38	45.55	47.83	50.23	85,924.80	90,230.40	94,744.00	99,486.40	104,478.40
405	POLICE SENIOR	46.25	48.57	51.00	53.55	56.23	96,200.00	101,025.60	106,080.00	111,384.00	116,958.40
406	POLICE SERGEANT	53.85	56.55	59.38	62.35	65.47	112,008.00	117,624.00	123,510.40	129,688.00	136,177.60
407	POLICE RECRUIT	26.42	-	-	-	-	-	-	-	-	-
501	COMMUNITY SERVICES OFFICE	20.97	22.02	23.13	24.29	25.51	43,617.60	45,801.60	48,110.40	50,523.20	53,060.80
502	EVIDENCE & PROPERTY TECHNICIAN	23.23	24.40	25.62	26.91	28.26	48,318.40	50,752.00	53,289.60	55,972.80	58,780.80
503	RECORDS TECHNICIAN	20.75	21.79	22.88	24.03	25.24	43,160.00	45,323.20	47,590.40	49,982.40	52,499.20

Proposed 9.17.25 FY 25/26 Salary Schedule; Effective first full pay period in July 2025

	Position	Hourly Hourly-1	Hourly Hourly-2	Hourly Hourly-3	Hourly Hourly-4	Hourly Hourly-5	Annual Annual-1	Annual Annual-2	Annual Annual-3	Annual Annual-4	Annual Annual-5
703	IT SUPPORT ANALYST	39.13	41.09	43.15	45.31	47.58	81,390.40	85,467.20	89,752.00	94,244.80	98,966.40
704	PAYROLL SPECIALIST	29.06	30.52	32.05	33.66	35.35	60,444.80	63,481.60	66,664.00	70,012.80	73,528.00
705	EXECUTIVE ASSISTANT	25.93	27.23	28.60	30.03	31.54	53,934.40	56,638.40	59,488.00	62,462.40	65,603.20
706	HUMAN RESOURCES ANALYST	39.13	41.09	43.15	45.31	47.58	81,390.40	85,467.20	89,752.00	94,244.80	98,966.40
707	HUMAN RESOURCE TECHNICIAN	26.32	27.64	29.03	30.49	32.02	54,745.60	57,491.20	60,382.40	63,419.20	66,601.60
801	RECREATION LEADER II	16.50	17.33	18.20	19.11	20.07					
802	RECREATION LEADER III	17.33	18.20	19.11	20.07	21.08					
803	COMM SERVICE OFFICER	16.50	17.33	18.20	19.11	20.07					
804	NUTRITION COORDINATOR	16.50	17.33	18.20	19.11	20.07					
806	FACILITY ATTENDANT	18.39	19.31	20.28	21.30	22.37					
808	SENIOR COORDINATOR	21.68	22.77	23.91	25.11	26.37					
809	SECRETARY II	23.21	24.38	25.60	26.88	28.23					
810	POLICE RESERVE	26.70									
811	CITY INTERN	16.50	17.33	18.20	19.11	20.07					
816	PARK ABATEMENT SPECIALIST	20.43	21.46	22.54	23.67	24.86					
818	POLICE CADET	16.50	17.33	18.20	19.11	20.07					
819	PW FIELD TECHNICIAN	16.50	17.33	18.20	19.11	20.07					
820	CRIMINAL INVESTIGATIVE ANALYST	39.47	41.45	43.53	45.71	48.00					
821	MECHANIC HELPER	16.50	17.33	18.20	19.11	20.07					
822	RECREATION LEADER I / CITY CORP TRAINEE	16.50	-	-	-	-					
823	CODE ENFORCEMENT INSPECTOR	31.08	32.64	34.28	36.00	37.80	64,646.40	67,891.20	71,302.40	74,880.00	78,624.00
900	COUNCILMEMBER	600.00	-	-	-	-					

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Christy Ramirez, Finance Director

Subject: ANNUAL AUDIT - FY 23/24

Date: September 17, 2025

Agenda Item: 10.E

RECOMMENDATION:

Staff recommends the City Council receive and place on file the Annual Audited Financial Statements for the Fiscal Year ended June 30, 2024.

Presented by: Christy Ramirez, Finance Director

BACKGROUND:

The City engaged Rogers, Anderson, Mallody, and Scott (RAMS) to perform an annual financial audit of the City and the eligible federal grant programs for the period ended June 30, 2024. On September 3, 2025, the audit firm will issue the final report of the City's financial records. At the front of these reports is an Independent Auditors' Report that shares with the reader their opinion that "the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Santa Paula as of June 30, 2024…." This means that the City has properly accounted for City finances without any major misstatements.

ANALYSIS:

For the purposes of this audit, the General Fund is made up of 8 funds (General, General Reserve, General Fund FEMA Program, General Fund-Measure T, General Recreation, Refuse Reserve, Equipment Maintenance, and Miscellaneous Deposits). Of the $12,574,608 General Funds balance $5,586,290 is nonspendable, restricted or assigned. The remaining amount of $6,988,318 unassigned includes the General Fund Operating Reserves (General Reserve and General Reserve - Measure T) totaling $3,800,135, which have been set aside to be held "in the event of an emergency, disaster, or other extraordinary circumstance." as well as $1,835,919 in other subfunds such as Cable Television, Miscellaneous Deposits, etc. Not reflected is the $500,000 interfund loan intended from Measure T to the Parks DIF Fund or the $487,470 reserve loan for the Sinkhole repairs that will be partially reimbursed in FY 24/25. The final draft audit has been included as an attachment to this report, with a final version to be presented at the Council meeting.

STRATEGIC PLAN:

FISCAL IMPACTS:

None.

OPTIONS:

The Council may decide to defer the matter back to staff with further direction.

ATTACHMENTS:

Final Draft FS 9.11.25.pdf

DRAFT
Subject To Change

City of Santa Paula, California

ANNUAL FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED JUNE 30, 2024

DRAFT
Subject To Change

TABLE OF CONTENTS

Page

Independent Auditor's Report 1

Management's Discussion and Analysis 4

Basic Financial Statements

Government-wide Financial Statements:
- Statement of Net Position 13
- Statement of Activities 14

Fund Financial Statements:
- Balance Sheet - Governmental Funds 15
- Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position 16
- Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds 17
- Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities 19
- Statement of Net Position - Proprietary Funds 20
- Statement of Revenues, Expenses and Changes in Net Position – Proprietary Funds 21
- Statement of Cash Flows - Proprietary Funds 22
- Statement of Fiduciary Net Position 23
- Statement of Changes in Fiduciary Net Position 24

Notes to Financial Statements 25

Required Supplementary Information

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund 65
Schedule of Changes in the City's Total OPEB Liability and Related Ratios 66
Schedule of the City's Proportionate Share of the Net Pension Liability 67
Schedule of Plan Contributions 68
Notes to Required Supplementary Information 69

DRAFT
Subject To Change

TABLE OF CONTENTS (Continued)

Page

Supplementary Information

Combining and Individual Fund Statements and Schedules:
- Combined Balance Sheet - Nonmajor Governmental Funds 72
- Combining Balance Sheet - Nonmajor Special Revenue Funds 73
- Combining Balance Sheet - Nonmajor Capital Projects Funds 76
- Combining Balance Sheet - Nonmajor Permanent Funds 78
- Combined Statement of Revenues, Expenditures and Changes in Fund Balances - Nonmajor Governmental Funds 79
- Combining Statement of Revenues, Expenditures and Changes in Fund Balances Nonmajor Special Revenue Funds 80
- Combining Statement of Revenues, Expenditures and Changes in Fund Balances - Nonmajor Capital Project Funds 83
- Combining Statement of Revenues, Expenditures and Changes in Fund Balances - Nonmajor Permanent Fund 85

DRAFT
Subject To Change

The Honorable City Council
City of Santa Paula, California

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, business-type activities, each major fund and the aggregate remaining fund information of the City of Santa Paula (the City), as of and for the year ended June 30, 2024, and the related notes to the financial statements which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City, as of June 30, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States *Government Auditing Standards*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As described in Note 1 to the financial statements during the year ended June 30, 2024, the City adopted new accounting guidance under Governmental Accounting Standards Board (GASB) Statement No. 100, *Accounting Changes and Error Corrections.* Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

The City's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Governmental Auditing Standards*, will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Governmental Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

DRAFT
Subject To Change

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis and budgetary comparison other required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the accompanying supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated September 11, 2025 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Rogers, Anderson, Malody & Scott, LLP.

San Bernardino, California
September 11, 2025

DRAFT
Subject To Change

As management of the City of Santa Paula (the City), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended June 30, 2024.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources at the close of fiscal year 2023-24 by $118,504,660 (*net position)*.

- The City's total net position increased by $14,672,867 from the 2022-23 fiscal year mainly attributable to regular current operating activities along with a decrease in construction in progress related expenses.

- As of the close of fiscal year 2023-24, the City's governmental activities reported combined ending net position of $47,030,758 an increase of $3,902,166 from the ending balance of 2023, which was $43,128,592. The net position of $232,422 is expendable funds and $889,643 is nonexpendable funds (endowments/trusts), $20,040,084 restricted net position (grant funds and bond proceeds), and $(10,896,939) negative is (unrestricted net position) available for spending with some government discretion.

- At the end of fiscal year 2023-24, unrestricted fund balance (the total of the committed and unassigned components of fund balance) for the General Fund is $12,574,608 or 70.22% of total General Fund expenditures. This is an increase of $64,239 from fiscal year 2022-23 largely due to reclassifications of committed funds.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements.

Government-Wide Financial Statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the City's assets and liabilities, with the difference between the two reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

DRAFT
Subject To Change

The *statement of activities* presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows.* Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activitie*s) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government, public safety, streets, economic development, and culture and recreation. The business-type activities of the City include Water and Sewer enterprises.

The government-wide financial statements include not only the City itself (known as *the primary government),* but also a legally separate Financing Authority for which the City of Santa Paula is financially accountable. Financial information for *these component units* is included in the financial information presented for the primary government itself. The Water and Sewer enterprises, function for all practical purposes as departments of the City, and therefore have been included as an integral part of the *primary* government. Also, as of February 1, 2012 the Santa Paula Redevelopment Agency became the Designated Local Authority for the former Santa Paula Redevelopment Agency, a Successor Agency Private purpose trust fund with the City reporting as fiduciary funds.

The government-wide financial statements can be found on pages 13-14 of this report.

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds. *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources,* as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Since the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the governmental-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities.*

DRAFT
Subject To Change

The City maintains twenty-three individual active governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in the fund balances for the General Fund (which is made up of nine separate internal funds). Data from the twenty active governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of *combining statements* elsewhere in this report. The City adopts an annual appropriated budget for its General Fund, and the major special revenue funds. Budgetary comparison statements have been provided for the General Fund and the major special revenue funds to demonstrate compliance with this budget. The basic governmental fund financial statements can be found on pages 15-19 of this report.

Proprietary funds. The City maintains three different types of proprietary funds: *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses enterprise funds to account for its Water and Sewer operations. These funds are reported separately as Proprietary Funds.

The basic proprietary fund financial statements can be found on pages 20-22 of this report.

Fiduciary funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are *not* reflected in the government-wide financial statement because the resources of those funds are *not* available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

The City maintains two different types of fiduciary funds. The Custodial Funds account for funds held in trust for specific purposes and the Private Purpose Trust Fund accounts for the Successor agency for the Santa Paula Redevelopment agency.

The basic Fiduciary fund financial statements can be found on pages 23-24 of this report.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 25-64 of this report.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* concerning the City's General Fund, and Major Special Revenue Funds' Actual to Budget comparisons. Required supplementary information can be found on pages 65-69 of this report.

DRAFT
Subject To Change

The combining statements referred to earlier in connection with non-major governmental funds are presented immediately following the required supplementary information on pensions. Combining and individual fund statements and schedules can be found on pages 72-85 of this report.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $118,504,660, at the close of fiscal year 2023-24.

Government-Wide Financial Statements
Table 1: Summary of Net Position

	June 30, 2024			June 30, 2023		
	Governmental Activities	Business-Type Activities	Total	Governmental Activities	Business-Type Activities	Total
Assets						
Current and other assets	$ 38,903,080	$ 41,301,872	$ 80,204,952	$ 38,042,538	$ 41,029,357	$ 79,071,895
Capital assets (net of depreciating)	36,765,548	139,832,723	176,598,271	35,716,802	132,672,822	168,389,624
Total Assets	75,668,628	181,134,595	256,803,223	73,759,340	173,702,179	247,461,519
Deferred Outflows of Resources						
Deferred charges on refundings	-	10,160,668	10,160,668	-	10,484,945	10,484,945
Pension related	10,776,623	1,483,677	12,260,300	11,140,089	1,447,004	12,587,093
OPEB related	324,932	103,174	428,106	415,678	124,866	540,544
Total Deferred Outflows of Resources	11,101,555	11,747,519	22,849,074	11,555,767	12,056,815	23,612,582
Liabilities						
Long-term liabilities outstanding	32,573,032	116,150,279	148,723,311	31,332,825	119,149,922	150,482,747
Other liabilities	3,462,688	4,327,659	7,790,347	5,776,326	4,763,221	10,539,547
Total Liabilities	36,035,720	120,477,938	156,513,658	37,109,151	123,913,143	161,022,294
Deferred Inflows of Resources						
Pension related	1,834,290	336,691	2,170,981	2,971,654	510,115	3,481,769
OPEB related	1,869,415	593,583	2,462,998	2,105,710	632,535	2,738,245
Total Deferred Inflows of Resources	3,703,705	930,274	4,633,979	5,077,364	1,142,650	6,220,014
Net investment in capital assets	36,765,548	41,724,034	78,489,582	35,716,802	31,323,330	67,040,132
Restricted	21,162,149	3,384,692	24,546,841	19,924,875	3,225,290	23,150,165
Unrestricted	(10,896,939)	26,365,176	15,468,237	(12,513,085)	26,154,581	13,641,496
Total Net Position	$ 47,030,758	$ 71,473,902	$118,504,660	$ 43,128,592	$ 60,703,201	$ 103,831,793

A large portion (almost all) of the City's net position includes $78,489,582 (66.23%) as its net investment in capital assets (e.g., land, buildings, machinery, and equipment), less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the City's net position (20.71%) represents resources that are subject to external restrictions on how they may be used.

At the end of the current fiscal year, the City is able to report a positive balance in net position for Investments in Capital Assets and restricted purposes. Separately, the City's governmental unrestricted net position shows a negative balance of $(10,896,939), which is an increase in net position of $1,616,146 from the previous year.

DRAFT
Subject To Change

The business-type activities *unrestricted net position* show a positive balance of $26,365,176 a increase of $210,595 over the fiscal year 2023-24's balance of $26,154,581. These unrestricted funds can only be used for Water and Sewer activities. The Water fund has $3,284,692 restricted under Cash with Fiscal Agent while the Sewer Fund has $100,000 for rate stabilization. These funds are related to the Bond Issues.

Government-Wide Financial Statements
Table 2: Summary of Changes in Net Position

	As of June 30, 2024			As of June 30, 2023		
	Governmental Activities	Business-Type Activities	Total	Governmental Activities	Business-Type Activities	Total
Revenues						
Charges for services	$ 1,993,174	$ 27,174,347	$ 29,167,521	$ 2,016,967	$ 25,424,733	$ 27,441,700
Operating grants	6,180,653	-	6,180,653	7,633,164	-	7,633,164
Capital grants	1,675,332	-	1,675,332	5,336,436	-	5,336,436
General revenues:					-	
Property taxes	5,648,445	-	5,648,445	5,078,541	-	5,078,541
Sales taxes	7,850,347	-	7,850,347	8,499,611	-	8,499,611
Other taxes	1,395,750	-	1,395,750	1,299,097	-	1,299,097
Investments	345,638	1,769,451	2,115,089	309,583	662,067	971,650
Other revenues	296,465	109,000	405,465	655,798	210,425	866,223
Total Revenues	25,385,804	29,052,798	54,438,602	30,829,197	26,297,225	57,126,422
Expenses						
General government	2,575,275	-	2,575,275	1,389,631	-	1,389,631
Building and safety	711,834	-	711,834	1,029,527	-	1,029,527
Community services	4,018,216	-	4,018,216	992,275	-	992,275
Financial services	712,448	-	712,448	381,609	-	381,609
Fire	12,986	-	12,986	260,072	-	260,072
Planning	1,035,224	-	1,035,224	1,040,387	-	1,040,387
Police	9,328,564	-	9,328,564	7,513,654	-	7,513,654
Public works	3,089,091	-	3,089,091	3,481,127	-	3,481,127
Water	-	8,694,144	8,694,144	-	7,956,508	7,956,508
Sewer	-	9,587,953	9,587,953	-	10,113,529	10,113,529
Total Expenses	21,483,638	18,282,097	39,765,735	16,088,282	18,070,037	34,158,319
Change in Net Position	3,902,166	10,770,701	14,672,867	14,740,915	8,227,188	22,968,103
Beginning Net Position	43,128,592	60,703,201	103,831,793	28,387,677	52,476,013	80,863,690
Ending Net Position	$ 47,030,758	$ 71,473,902	$ 118,504,660	$ 43,128,592	$ 60,703,201	$ 103,831,793

Governmental activities. Governmental activities increased the City's net position by $3,902,166 for the current year. The increases in net position are explained in further detail on page 14 of the report. Expenses for governmental activities increased from $16,088,282 in 2023 to $21,483,638 in 2024, an increase of $5,395,356. The increase is largely due a decrease in public works related construction in progress related expenditures.

Business-type activities. Business-type activities increased the City's net position by $10,770,701.

DRAFT
Subject To Change

Financial Analysis of the Government's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spending* resources. Such information is useful in assessing the City's financing requirements. In particular, *unreserved fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City's governmental funds reported combined total ending fund balances of $35,550,447.

The General Fund is the chief operating fund of the City. At June 30, 2024, the unassigned fund balance for the General Fund was $6,988,318, while total fund balance reached $12,574,608. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 39.1% of the total General Fund expenditures, while total fund balance represents 70.3%of that same amount. The City's unassigned General Fund balance decreased by $4,249,636 during the current fiscal year due to the reclassification of $5,367,745 to assigned fund balance.

Proprietary funds. The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

The net position of the Water and Sewer enterprises at the end of the year amounted to $71,473,902 and an increase of $10,770,701 from the fiscal year ended 2022-23. The net position for the proprietary funds - water increased $6,388,867 and sewer increased $4,381,834. Other factors concerning the finances of these funds are addressed in the discussion of the City's business-type activities.

Statement of Revenues, Expenses and Changes in Net Position
Table 3: Proprietary Funds

	As of June 30, 2024		
	Water	Sewer	Total
Operating revenues	$ 13,471,612	$ 13,702,735	$ 27,174,347
Operating expenses	7,601,925	6,747,886	14,349,811
Operating income (loss)	5,869,687	6,954,849	12,824,536
Total Non-Operating Revenues (Expenses)	249,457	(2,303,292)	(2,053,835)
Transfers in	269,723	-	269,723
Transfers out	-	(269,723)	(269,723)
Change in Net Position	6,388,867	4,381,834	10,770,701
Total Net Position, Beginning	32,110,826	28,592,375	60,703,201
Total Net Position, Ending	$ 38,499,693	$ 32,974,209	$ 71,473,902

DRAFT
Subject To Change

General Fund Budgetary Highlights

The actual General Fund revenue ended at ($1,803,106) under the final budgeted amount. There were minor budget adjustments during the fiscal year to the final revenue budget. Revenues overall were approximately 9.1% below the budgeted estimates. The General Fund revenue final budget vs. actual breakdown is as follows:

- Taxes were $330,571 over the budget estimates primarily due to increased sales tax.
- Licenses and permits were $345,379 over budget estimates due to increased building activity compared to projected amounts.
- Intergovernmental were $495,767 over budget estimates primarily due to an unexpected increase from property related revenue.
- Charges for services came in at $3,111,712 below budgeted figures due to decreased development activity.
- Fines and forfeitures were $13,091 under budget estimates due to revenue from vehicle code fines did not meet expectations.
- Investment earnings were of $84,362 over budget due to a transition to a diversified investment portfolio.
- Other revenue were $65,618 over budget due to unanticipated reimbursement for staffing services.

Differences between the final budget and the actual expenditures for the operating departments varied considerably.

- General government was $24,132 over budget estimates due to savings from delayed projects.
- Building & safety was $282,074 under budget estimates due to staffing shortages.
- Community services was $151,785 over budget estimates about half of which was due to part time staffing costs not being realized until after the fiscal year end.
- Financial services was $97,537 under budget estimates due to salary savings from staffing shortages.
- Planning was $377,605 under budget estimates due to salary savings from staffing shortages.
- Police $1,224,046 under budget estimates due to salary savings from multiple vacant positions.
- Public works was $1,693,102 over budget estimates due to a corrected prior year expenditure that had no budget allocated for this year as well as an administrative error in budget transfers.

Overall, the General Fund expenditures came in under budget by $112,243 or 0.6% of budgeted estimates.

DRAFT
Subject To Change

General Fund Budgetary Highlights
Table 4

Revenues	
Taxes	$ 330,571
Licenses and permits	345,379
Intergovernmental	495,767
Charges for services	(3,111,712)
Fines and forfeitures	(13,091)
Investment earnings	84,362
Other revenue	65,618
Total Revenue Over/(Under) Budget	$ (1,803,106)
Expenditures	
General government	$ (24,132)
Building and safety	282,074
Community services	(151,785)
Financial services	97,537
Planning	377,605
Police	1,224,046
Public works	(1,693,102)
Total Expenditures (Over)/Under Budget	$ 112,243

Capital Asset and Debt Administration

Capital assets. The City's investment in capital assets for its governmental and business-type activities as of June 30, 2024, amounts to $176,598,271 (net of accumulated depreciation). This investment in capital assets includes land, buildings and system, improvements other than buildings, machinery and equipment, as well as construction in progress.

The value of the City's assets increased by $8,208,647 during this reporting period. Additional information on the City's capital assets can be found in Note 5 of this report.

Capital Assets
Table 5

	(Net of Depreciation)		
	Governmental Activities	Business-Type Activities	Total
Land	$ 1,045,317	$ 7,104,082	$ 8,149,399
Construction in progress	12,585,089	25,000,356	37,585,445
Buildings and system	1,444,081	66,506,203	67,950,284
Machinery and equipment	1,944,245	26,515,984	28,460,229
Water rights	-	13,834,827	13,834,827
Improvements other than buildings	19,746,816	871,271	20,618,087
Total Capital Assets	$ 36,765,548	$ 139,832,723	$ 176,598,271

DRAFT
Subject To Change

Long-term debt. At the end of the current fiscal year, the City had total debt outstanding of $111,554,049 (excluding pension/OPEB liabilities, compensated absences and claims liability). This is a decreases of $3,405,678 from the prior year's level of $114,959,727. Governmental activities have no outstanding debt. Business-type activities debt decreased by $3,405,678, largely due to refunding of debt and principal payments for the Enterprise Revenue bonds.

Additional information on the City's long-term debt can be found in Note 7 of this report.

Outstanding Debt
Table 6

	Business-Type Activities	Total
Lease Revenue Bonds:		
Water 2019	$ 30,170,000	$ 30,170,000
Add: Premium	5,287,123	5,287,123
Wastewater 2015A	7,355,000	7,355,000
Wastewater 2020A	3,765,000	3,765,000
Add: Premium	670,426	670,426
Wastewater 2020B	63,810,000	63,810,000
Notes payable	496,500	496,500
Total	$ 111,554,049	$ 111,554,049

Next Year's Budgets and Rates

In 2019 the Council adopted a five-year water and sewer rate increase. The first increase went into effect on January 1, 2020. Additional increases will occur at the start of every fiscal year through July 1, 2024.

Requests for Information

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the City, Finance Director, P. O. Box 569, Santa Paula, CA 93061.

DRAFT
Subject To Change

BASIC FINANCIAL STATEMENTS

This page left intentionally blank.

DRAFT
Subject To Change

Statement of Net Position
June 30, 2024

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and investments	$ 35,190,639	$ 33,679,432	$ 68,870,071
Cash - restricted	4	3,300,177	3,300,181
Receivables:			
Accounts and interest	3,365,220	3,938,912	7,304,132
Loans, net of allowance	333,930	-	333,930
Prepaids	13,287	383,351	396,638
Capital assets, not being depreciated	13,630,406	45,939,265	59,569,671
Capital assets, net of accumulated depreciation	23,135,142	93,893,458	117,028,600
Total Assets	75,668,628	181,134,595	256,803,223
DEFERRED OUTFLOWS OF RESOURCES			
Deferred charges on refundings	-	10,160,668	10,160,668
Pension related	10,776,623	1,483,677	12,260,300
OPEB related	324,932	103,174	428,106
Total Deferred Outflows of Resources	11,101,555	11,747,519	22,849,074
LIABILITIES			
Accounts payable and accrued liabilities	1,669,215	2,676,827	4,346,042
Accrued interest payable	-	1,615,887	1,615,887
Deposits	1,683,418	-	1,683,418
Noncurrent Liabilities:			
Due within one year	492,611	3,599,488	4,092,099
Current OPEB liability	110,055	34,945	145,000
Due more than one year	492,610	108,017,831	108,510,441
Net pension liability	30,181,175	4,086,320	34,267,495
Total OPEB liability	1,406,636	446,640	1,853,276
Total Liabilities	36,035,720	120,477,938	156,513,658
DEFERRED INFLOWS OF RESOURCES			
Pension related	1,834,290	336,691	2,170,981
OPEB related	1,869,415	593,583	2,462,998
Total Deferred Inflows of Resources	3,703,705	930,274	4,633,979
NET POSITION			
Net investment in capital assets	36,765,548	41,724,034	78,489,582
Restricted for:			
Capital projects	454,896	3,284,692	3,739,588
Development	5,299,712	-	5,299,712
Public safety	85,343	-	85,343
Rate stabilization	-	100,000	100,000
Street projects	7,811,989	-	7,811,989
Transportation and other purposes	6,388,144	-	6,388,144
Trust and endowments:			
Expendable	232,422	-	232,422
Nonexpendable	889,643	-	889,643
Unrestricted	(10,896,939)	26,365,176	15,468,237
Total Net Position	$ 47,030,758	$ 71,473,902	$ 118,504,660

The accompanying notes are an integral part of these financial statements.

DRAFT
Subject To Change

Statement of Activities
For the Year Ended June 30, 2024

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Governmental Activities	Net (Expense) Revenue and Changes in Net Position: Business-type Activities	Net (Expense) Revenue and Changes in Net Position: Total
Governmental Activities:							
General government	$ 2,575,275	$ 297,924	$ 558,856	$ (21,189)	$ (1,739,684)	$ -	$ (1,739,684)
Building and safety	711,834	804,519	-	-	92,685	-	92,685
Community services	4,018,216	334,408	593,710	164,011	(2,926,087)	-	(2,926,087)
Financial services	712,448	15,004	-	-	(697,444)	-	(697,444)
Fire	12,986	-	-	-	(12,986)	-	(12,986)
Planning	1,035,224	60,196	-	-	(975,028)	-	(975,028)
Police	9,328,564	140,485	2,649,443	5,950	(6,532,686)	-	(6,532,686)
Public works	3,089,091	340,638	2,378,644	1,526,560	1,156,751	-	1,156,751
Total Governmental Activities	21,483,638	1,993,174	6,180,653	1,675,332	(11,634,479)	-	(11,634,479)
Business-type Activities:							
Water	8,694,144	13,471,612	-	-	-	4,777,468	4,777,468
Sewer	9,587,953	13,702,735	-	-	-	4,114,782	4,114,782
Total Business-type Activities	18,282,097	27,174,347	-	-	-	8,892,250	8,892,250
Total Government	$ 39,765,735	$ 29,167,521	$ 6,180,653	$ 1,675,332	(11,634,479)	8,892,250	(2,742,229)
General Revenues:							
Property taxes					5,648,445	-	5,648,445
Sales taxes					7,850,347	-	7,850,347
Transient occupancy taxes					83,355	-	83,355
Franchise taxes					1,312,395	-	1,312,395
Business license taxes					127,429	-	127,429
Unrestricted investment earnings					345,638	1,769,451	2,115,089
Miscellaneous revenues					169,036	-	169,036
Gain on disposal					-	109,000	109,000
Total General Revenues and Transfers					15,536,645	1,878,451	17,415,096
Change in Net Position					3,902,166	10,770,701	14,672,867
Net Position, Beginning					43,128,592	60,703,201	103,831,793
Net Position, Ending					$ 47,030,758	$ 71,473,902	$ 118,504,660

The accompanying notes are an integral part of these financial statements.

DRAFT
Subject To Change

Balance Sheet
Governmental Funds
June 30, 2024

	General	Non-major Governmental Funds	Total Governmental Funds
ASSETS			
Cash and investments	$ 12,470,975	$ 22,719,664	$ 35,190,639
Cash - restricted	4	-	4
Receivables:			
Accounts and interest	2,808,672	556,548	3,365,220
Loans receivable	4,430	329,500	333,930
Due from other funds	227,517	-	227,517
Prepaids	12,915	372	13,287
Total Assets	$ 15,524,513	$ 23,606,084	$ 39,130,597
LIABILITIES			
Accounts payable and accrued liabilities	$ 1,266,487	$ 402,728	$ 1,669,215
Deposits	1,683,418	-	1,683,418
Due to other funds	-	227,517	227,517
Total Liabilities	2,949,905	630,245	3,580,150
FUND BALANCE (DEFICITS)			
Nonspendable	17,345	890,015	907,360
Restricted	4	22,322,716	22,322,720
Assigned	5,568,941	-	5,568,941
Unassigned	6,988,318	(236,892)	6,751,426
Total Fund Balances	12,574,608	22,975,839	35,550,447
Total Liabilities and Fund Balances	$ 15,524,513	$ 23,606,084	$ 39,130,597

The accompanying notes are an integral part of these financial statements.

DRAFT
Subject To Change

Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position
June 30, 2024

Fund balances of governmental funds		$35,550,447
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets net of depreciation have not been included as financial resources in governmental fund activity.		36,765,548
Amounts for deferred inflows and deferred outflows related to the City's Net Pension Liability and Total OPEB Liability are not reported in the funds.		
Deferred outflows related to pensions	$ 10,776,623	
Deferred inflows related to pensions	(1,834,290)	
Deferred outflows related to OPEB	324,932	
Deferred inflows related to OPEB	(1,869,415)	7,397,850
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds.		
Compensated absences	(599,784)	
Claims liabilities	(385,437)	
Net pension liability	(30,181,175)	
Total OPEB liability	(1,516,691)	(32,683,087)
Net position of governmental activities		$47,030,758

The accompanying notes are an integral part of these financial statements.

DRAFT
Subject To Change

Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Year Ended June 30, 2024

	General	(Formerly major) Federal Grants	(Formerly major) Facility Capital Projects
REVENUES			
Taxes	$ 14,595,443		
Licenses and permits	599,985		
Intergovernmental	1,263,246		
Charges for services	1,100,553		
Fines and forfeitures	81,909		
Investment earnings	254,862		
Other revenues	75,718		
Total Revenues	17,971,716		
EXPENDITURES			
Current:			
General government	2,510,195		
Building and safety	553,748		
Community services	2,869,130		
Financial services	690,887		
Planning	786,132		
Police	8,667,036		
Public works	1,805,912		
Total Expenditures	17,883,040		
Excess (Deficiency) of Revenues over Expenditures	88,676		
OTHER FINANCING SOURCES (USES)			
Transfers in	-		
Transfers out	(24,437)		
Total Other Financing Sources (Uses)	(24,437)		
Net Change in Fund Balances	64,239		
Fund Balances, Beginning, as previously reported	12,510,369	$ 5,073,511	$ 3,871,686
Change within financial reporting entity (major to non-major)	-	(5,073,511)	(3,871,686)
Fund Balances, Beginning, as restated	12,510,369	-	-
Fund Balances, Ending	$ 12,574,608	$ -	$ -

The accompanying notes are an integral part of these financial statements.

DRAFT
Subject To Change

(concluded)

Non-major Governmental Funds	Total Governmental Funds
$ 367,657	$ 14,963,100
-	599,985
3,516,993	4,780,239
2,712,576	3,813,129
-	81,909
1,085,144	1,340,006
9,990	85,708
7,692,360	25,664,076
297,687	2,807,882
-	553,748
1,294,134	4,163,264
31,833	722,720
259,364	1,045,496
70,572	8,737,608
2,264,939	4,070,851
4,218,529	22,101,569
3,473,831	3,562,507
440,806	440,806
(416,369)	(440,806)
24,437	-
3,498,268	3,562,507
10,532,374	31,987,940
8,945,197	-
19,477,571	31,987,940
$ 22,975,839	$ 35,550,447

DRAFT
Subject To Change

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities
For the Year Ended June 30, 2024

Net change in fund balances-total governmental funds		$ 3,562,507
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of these assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which capital outlay of $2,981,172 exceeded depreciation $1,932,426, in the current period.		1,048,746
Certain revenues are recorded as unavailable revenue in the governmental funds because they do not meet the revenue recognition criteria of availability. However, they are included as revenue in the Government-Wide Statement of Activities.		(278,272)
The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net assets. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.		
Pension related net adjustments	$ (862,290)	
OPEB related net adjustments	103,792	(758,498)
Claims and judgments expenses reported in the Statement of Activities do not require the use of current financial resources, and therefore, are not reported as expenditures in governmental funds.		274,147
Compensated absences reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds. The following represents the net change in compensated absences in the current period.		53,536
Change in net position of governmental activities		$ 3,902,166

The accompanying notes are an integral part of these financial statements.

DRAFT
Subject To Change

City of Santa Paula

Statement of Net Position
Proprietary Funds
June 30, 2024

	Business-type Activities - Enterprise Funds		
	Utility Authority		
	Water	Sewer	Totals
ASSETS			
Current assets:			
Cash and investments	$ 21,982,444	$ 11,696,988	$ 33,679,432
Receivables	2,232,143	1,706,769	3,938,912
Prepaids	79,445	303,906	383,351
Total Current Assets	24,294,032	13,707,663	38,001,695
Noncurrent assets:			
Restricted cash:			
Cash with fiscal agents	3,284,692	15,485	3,300,177
Capital Assets:			
Land	2,356,451	4,747,631	7,104,082
Water rights	13,834,827	-	13,834,827
Buildings	12,251,164	74,097,756	86,348,920
Improvements	28,574,721	8,264,092	36,838,813
Machinery and equipment	2,806,021	246,761	3,052,782
Construction in progress	10,976,207	14,024,149	25,000,356
Less: Accumulated depreciation	(17,568,414)	(14,778,643)	(32,347,057)
Total Capital Assets (Net of Accumulated Depreciation)	53,230,977	86,601,746	139,832,723
Total Noncurrent Assets	56,515,669	86,617,231	143,132,900
Total Assets	80,809,701	100,324,894	181,134,595
DEFERRED OUTFLOWS OF RESOURCES			
Deferred charges on refundings	-	10,160,668	10,160,668
Pension related	1,483,677	-	1,483,677
OPEB related	103,174	-	103,174
Total Deferred Outflows of Resources	1,586,851	10,160,668	11,747,519
LIABILITIES			
Current liabilities:			
Accounts payable	1,809,535	867,292	2,676,827
Interest payable	572,252	1,043,635	1,615,887
Compensated absences	63,270	-	63,270
Bonds payable - current	2,084,281	1,451,937	3,536,218
Total Current Liabilities	4,529,338	3,362,864	7,892,202
Noncurrent liabilities			
Bonds payable	33,372,842	74,148,489	107,521,331
Notes payable	496,500	-	496,500
Net pension liability	4,086,320	-	4,086,320
Total OPEB liability	481,585	-	481,585
Total Noncurrent Liabilities	38,437,247	74,148,489	112,585,736
Total Liabilities	42,966,585	77,511,353	120,477,938
DEFERRED INFLOWS OF RESOURCES			
Pension related	336,691	-	336,691
OPEB related	593,583	-	593,583
Total Deferred Inflows of Resources	930,274	-	930,274
NET POSITION			
Net investment in capital assets	20,562,046	21,161,988	41,724,034
Restricted for:			
Capital projects	3,284,692	-	3,284,692
Rate stabilization	-	100,000	100,000
Unrestricted	14,652,955	11,712,221	26,365,176
Total Net Position	$ 38,499,693	$ 32,974,209	$ 71,473,902

The accompanying notes are an integral part of these financial statements.

DRAFT
Subject To Change

Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
For the Year Ended June 30, 2024

	Business-type Activities - Enterprise Funds		
	Utility Authority		
	Water	Sewer	Totals
OPERATING REVENUES			
Sales and services	$ 13,447,877	$ 13,688,794	$ 27,136,671
Other revenues	23,735	13,941	37,676
Total Operating Revenues	13,471,612	13,702,735	27,174,347
OPERATING EXPENSES			
Cost of sales and services	3,638,668	4,204,150	7,842,818
Administration	2,883,937	1,391,800	4,275,737
Depreciation	1,079,320	1,151,936	2,231,256
Total Operating Expenses	7,601,925	6,747,886	14,349,811
Operating Income	5,869,687	6,954,849	12,824,536
NONOPERATING REVENUES (EXPENSES)			
Investment earnings	1,232,676	536,775	1,769,451
Interest expense	(1,092,219)	(2,840,067)	(3,932,286)
Proceeds from sale of property and water rights	109,000	-	109,000
Total Nonoperating Revenues (Expenses)	249,457	(2,303,292)	(2,053,835)
Income Before Transfers	6,119,144	4,651,557	10,770,701
Transfers in	269,723	-	269,723
Transfers out	-	(269,723)	(269,723)
Total Transfers	269,723	(269,723)	-
Change in Net Position	6,388,867	4,381,834	10,770,701
Total Net Position, Beginning	32,110,826	28,592,375	60,703,201
Total Net Position, Ending	$ 38,499,693	$ 32,974,209	$ 71,473,902

The accompanying notes are an integral part of these financial statements.

DRAFT
Subject To Change

City of Santa Paula

Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2024

	Utility Authority		
	Water	Sewer	Total
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from customers and users	$ 13,473,281	$ 13,942,855	$ 27,416,136
Payments to suppliers	(3,976,879)	(6,110,226)	(10,087,105)
Payments to employees for salaries and benefits	(1,996,840)	(228,430)	(2,225,270)
Net cash provided by (used for) operating activities	7,499,562	7,604,199	15,103,761
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES			
Transfers in	269,723	-	269,723
Transfers out	-	(269,723)	(269,723)
Net cash provided by (used for) noncapital financing activities	269,723	(269,723)	-
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Acquisition and construction of capital assets	(5,612,864)	(3,778,293)	(9,391,157)
Proceeds from sale of property and water rights	109,000	-	109,000
Interest paid on capital debt	(1,466,083)	(2,555,427)	(4,021,510)
Principal paid on capital debt	(1,660,000)	(1,385,000)	(3,045,000)
Net cash provided by (used for) capital and related financing activities	(8,629,947)	(7,718,720)	(16,348,667)
CASH FLOWS FROM INVESTING ACTIVITIES			
Investment earnings	1,232,676	536,775	1,769,451
Net cash provided by (used for) investing activities	1,232,676	536,775	1,769,451
Net increase in cash and cash equivalents	372,014	152,531	524,545
Cash and cash equivalents, beginning	24,895,122	11,559,942	36,455,064
Cash and cash equivalents, ending	$ 25,267,136	$ 11,712,473	$ 36,979,609
RECONCILIATION OF CASH AND CASH EQUIVALENTS TO THE AMOUNTS REPORTED ON THE STATEMENT OF NET POSITION			
Cash and investments	$ 21,982,444	$ 11,696,988	$ 33,679,432
Restricted cash with fiscal agent	3,284,692	15,485	3,300,177
	$ 25,267,136	$ 11,712,473	$ 36,979,609
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:			
Operating income	$ 5,869,687	$ 6,954,849	$ 12,824,536
Adjustments to reconcile operating income to net cash provided by operating activities:			
Depreciation expense	1,079,320	1,151,936	2,231,256
(Increase) decrease in receivables	1,669	240,120	241,789
(Increase) decrease in prepaids	844	9,397	10,241
(Increase) decrease in deferred outflows - pensions	(36,673)	-	(36,673)
(Increase) decrease in deferred outflows - OPEB	21,692	-	21,692
Increase (decrease) in accounts payable	334,419	(752,103)	(417,684)
Increase (decrease) in compensated absences	15,604	-	15,604
Increase (decrease) in deferred inflows - pension	(173,424)	-	(173,424)
Increase (decrease) in deferred inflows - OPEB	(38,952)	-	(38,952)
Increase (decrease) in net pension liability	386,846	-	386,846
Increase (decrease) in total OPEB liability	38,530	-	38,530
Net cash provided by (used for) operating activities	$ 7,499,562	$ 7,604,199	$ 15,103,761

The accompanying notes are an integral part of these financial statements.

DRAFT
Subject To Change

Statement of Fiduciary Net Position
Fiduciary Funds
June 30, 2024

	Harvest CFD East Area 1 Custodial Fund	PBID Custodial Fund	Successor Agency Private-purpose Trust Fund
ASSETS			
Cash and investments	$ 1,691,522	$ 220,535	$ 326,427
Restricted cash and investments	1,669,282	-	296,906
Receivables			
Accounts	-	726	-
Interest	12,343	1,470	1,697
Loans, net	-	-	940
Total Assets	3,373,147	222,731	625,970
LIABILITIES			
Accounts payable	14,080	-	-
Accrued liabilities	581	-	-
Interest payable	472,738	-	7,933
Bonds payable	19,964,075	-	299,303
Total Liabilities	20,451,474	-	307,236
NET POSITION (DEFICIT)			
Net position held for other agencies	$ (17,078,327)	$ 222,731	$ 318,734

The accompanying notes are an integral part of these financial statements.

DRAFT
Subject To Change

Statement of Changes in Fiduciary Net Position
Fiduciary Funds
For the Year Ended June 30, 2024

	Harvest CFD East Area 1 Custodial Fund	PBID Custodial Fund	Successor Agency Private-purpose Trust Fund
ADDITIONS			
Property tax collections for other agencies	$ 1,959,075	$ 84,192	$ 63,358
Interest income	145,566	10,023	33,205
Total Additions	2,104,641	94,215	96,563
DEDUCTIONS			
Administrative costs	56,869	73,377	3,359
Payments to others on behalf of other agencies	1,429,544	-	28,014
Total Deductions	1,486,413	73,377	31,373
Change in Net Position	618,228	20,838	65,190
Net Position (Deficit), Beginning,	(17,696,555)	201,893	253,544
Net Position (Deficit), Ending	$ (17,078,327)	$ 222,731	$ 318,734

.

The accompanying notes are an integral part of these financial statements.

DRAFT
Subject To Change

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A) Description of Reporting Entity

The City of Santa Paula (the City) is a municipal corporation operating as a general law city governed by a city council of five members. The accompanying financial statements present the government and its component units, entities for which the government is considered to be financially accountable. Blended component units, although legally separate entities, are, in substance, part of the government's operations and are included in the City's reporting entity because of the significance of their operational or financial relationships with the City.

Blended Component Units

The Santa Paula Public Financing Authority (the Authority) is governed by the City Council of the City. Although it is legally separate from the City, the Authority is reported as if it were part of the primary government because its sole purpose is to finance and construct the City's public facilities.

The Santa Paula Utility Authority (the Utility Authority) was established through a Joint Powers Agreement between the City and the Redevelopment Agency. The members of the Board of Directors of the Utility Authority are the members of the City Council of the City. The Utility Authority was established to provide financing, for purposes which are authorized by law and which could lease, own, operate, and maintain the water and wastewater enterprise, and any other utility system or service leased to the Utility Authority by the City or acquired by the Utility Authority. The Utility Authority is reported as enterprise funds.

Separate financial statements are not prepared for the Santa Paula Public Financing Authority or the Santa Paula Utility Authority.

B) Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of changes in net position) report information on all the nonfiduciary activities of the City and its component units. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

DRAFT
Subject To Change

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

B) Government-wide and Fund Financial Statements (continued)

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter, if any, are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

C) Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus and the accrual basis of accounting*, as are the proprietary funds' and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met. Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, sales taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual, and therefore have been recognized as revenues within the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue within the current period. All other revenue items are considered to be measurable and available only when cash is received by the City.

The City reports the following major governmental funds:

The G*eneral Fund* is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The City reports the following major proprietary funds:

The water and sewer funds account for the operation of the City's water distribution system and the City's sewage treatment plant, and sewage pumping stations.

DRAFT
Subject To Change

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

C) Measurement Focus, Basis of Accounting, and Financial Statement Presentation (continued)

The City reports the following fiduciary funds:

Harvest CFD East Area 1 Custodial Fund and the PBID Custodial Fund account for the assets held by the City in a custodial capacity. These funds include the collection of special assessments levied on various Assessment Districts and Community Facilities Districts property owners for the payment of debt service on no commitment debt.

The Successor Agency Private-Purpose Trust Fund accounts for the wind down activities of the Santa Paula Redevelopment Agency.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. In the fund financial statements, quasi-external transactions are accounted for as revenues, expenditures, or expenses. Transactions that constitute reimbursement to a fund for expenditures/expenses initially made from it that are properly applicable to another fund, are recorded as expenditures/expenses in the reimbursement fund and as revenues in the fund that is reimbursed. All other interfund transaction except quasi-external transactions and reimbursements are reported as transfers.

Amounts reported as *program revenues* include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principle ongoing operations. The principle operating revenues of the City's enterprise funds are charges to customers for sales and services. The City also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources as they are needed.

DRAFT
Subject To Change

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

D) Implementation of Governmental Accounting Standards Board (GASB) Pronouncements

GASB Statement No. 100 – the City adopted GASB Statement No. 100, *Accounting Changes and Error Corrections*. This Statement defines accounting changes as changes in accounting principles, changes in accounting estimates, and changes to or within the financial reporting entity and describes the transactions or other events that constitute those changes. As part of those descriptions, for (1) certain changes in accounting principles and (2) certain changes in accounting estimates that result from a change in measurement methodology, a new principle or methodology should be justified on the basis that it is preferable to the principle or methodology used before the change. That preferability should be based on the qualitative characteristics of financial reporting—understandability, reliability, relevance, timeliness, consistency, and comparability. This Statement also addresses corrections of errors in previously issued financial statements. See Note 16 for details.

E) Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City's California Public Employees' Retirement System (CalPERS) plans (Plans) and additions to /deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

F) Other Postemployment Benefits (OPEB)

For purposes of measuring the OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the City's plan, if any, (OPEB Plan) and additions to/deductions from the OPEB Plan's fiduciary net position, if any, have been determined on the same basis. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value. Generally accepted accounting principles require that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used: June 30, 2022 Valuation Date, June 30, 2024 Measurement Date, July 1, 2023 through June 30, 2024 Measurement Period.

DRAFT
Subject To Change

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

G) Assets, Liabilities, and Net Position

1) Deposits and Investments

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short term investments (including restricted assets) with original maturities of three months or less from the date of acquisition. For purposes of the statement of cash flows, cash equivalents represents demand deposits of proprietary funds held in financial institutions or in cash management pools where funds can be added or withdrawn at anytime without prior notice or penalty and with a maturity of three months or less from the date of acquisition.

Investments are included within the financial statement caption "Cash and Investments." Investments for the government, as well as for its component units, are stated at their fair value, the value at which a financial instrument could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale. The Local Agency Investment Fund operates in accordance with the appropriate state laws and regulations. The reported value of the pool is the same as the fair value of the pool shares.

2) Receivables and Payables

Activity between funds that is representative of lending/borrowing arrangements outstanding at the end of the fiscal year is referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Advances between funds, as reported in the fund financial statements, are offset by a nonspendable fund balance account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

All trade and property taxes receivable are shown net of an allowance for uncollectibles. Property taxes in the State of California are administered for all local agencies at the County level, and consist of secured, unsecured, and utility tax rolls.

Property taxes are levied as of January 1 preceding the fiscal year for which the taxes are levied. The fiscal year begins July and ends June 30 of the following year. Taxes are levied on both real and unsecured personal property, as it exists at the time. Liens against real estate, as well as the tax on personal property, are not relieved by subsequent renewal or change in ownership.

DRAFT
Subject To Change

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

G) Assets, Liabilities, and Net Position or Equity (continued)

2) Receivables and Payables (continued)

Tax levies are limited to 1% of full market value which results in a tax of $1.00 per $100 assessed valuation, under the provisions of Proposition 13. Tax rates for voter-approved indebtedness are excluded from this limitation.

The Assessor of the County of Ventura establishes property valuations for the secured and unsecured property tax rolls; the State Board of Equalization values the utility property tax roll. Under the provisions of Article XIIIA of the State Constitution (Proposition 13 adopted by the voters on June 6, 1978) properties are assessed at 100% of full value. From this base of assessment, subsequent annual increases in valuation are limited to a maximum of 2%. However, increases to full value are allowed for property improvements or upon change in ownership. Personal property is excluded from these limitations, and is subject to annual reappraisal.

Tax collections are the responsibility of the County Tax Collector. Taxes and assessments on secured and utility rolls which constitute a lien against the property may be paid in two installments; the first is due on November 1 of the fiscal year and is delinquent if not paid by December 10; and the second is due on February 1 of the fiscal year and is delinquent if not paid by April 10. Unsecured personal property taxes do not constitute a lien against real property unless the taxes become delinquent. Payment must be made in one installment, which is delinquent if not paid by August 31 of the fiscal year. Significant penalties are imposed by the County for late payments.

Due to the nature of the City-wide maximum levy, it is not possible to identify general-purpose tax rates for specific entities. Under state legislation adopted subsequent to the passage of Proposition 13, appropriations to local agencies are made by the County Auditor-Controller based primarily on the ratio that each agency represented of the total City-wide levy for the three years prior to fiscal year 1979.

The State of California FY 90-91 Budget Act authorized counties to collect an administrative fee for collection and distribution of property taxes. Property taxes are recorded as net of administration fees withheld during the fiscal year.

3) Restricted Assets

Certain proceeds of the City's tax allocation refunding bonds and the enterprise fund lease revenue bonds, as well as certain resources set aside for their repayment, are classified as restricted assets on the balance sheet because they are maintained in separate bank accounts and their use is limited by applicable bond covenants.

DRAFT
Subject To Change

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

G) Assets, Liabilities, and Net Position (continued)

4) Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. The City defines capital assets as assets with an initial, individual cost of more than $5,000, or $25,000 for capital projects. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets received prior to the implementation of GASB 72 were recorded at fair value on the date of donation. Donated capital assets received subsequent to the implementation of GASB 72 are recorded at acquisition value as of the date received.

The costs of normal maintenance and repairs that do not add to the value of the asset or materiality extend assets lives are not capitalized.

Property, plant, and equipment of the primary government, as well as the component units, are depreciated using the straight line method over the following estimated useful lives:

	Years
Buildings	30-50
Building improvements	10-30
Infrastructure	25-60
Vehicles	3-10
Equipment	7-10
Computer equipment	5

5) Compensated Absences

It is the City's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. Cash compensations for accrued vacations are generally not payable until the employee terminates employment with the City. All vacation pay is accrued when incurred in the government-wide, proprietary, and fiduciary fund financial statements. A liability for these amounts is reported in the government funds only if they have matured, for example, as a result of employee resignations and retirements.

6) Long-term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts are amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount.

DRAFT
Subject To Change

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

G) Assets, Liabilities, and Net Position (continued)

6) Long-term Obligations (continued)

In the fund financial statements, governmental fund types recognize bond premiums and discounts during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses.

7) Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position and balance sheet for the governmental funds will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents consumption of net assets that applies to future period(s) and so will not be recognized as an outflow of resources (expense) until then. The City currently has two items that qualify for reporting in this category. The first is the deferred charge on refunding reported in the government-wide statement of net position and the statement of net position - proprietary funds. A deferred charge on refunding results from the difference in the carrying value of the refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The other items that qualify for reporting in this category are a result of the City's implementation of GASB Statement No. 68 and 75.

In addition to liabilities, the statement of financial position and balance sheet for the governmental funds will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources,* represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has one item, which arises only under the modified accrual basis of accounting, and others, which are a result of the City's implementation of GASB Statement No. 68 and 75*,* which qualify for reporting in this category. Under the modified accrual basis of accounting, the item, *unavailable revenue,* is reported in the governmental funds balance sheet. The governmental funds report unavailable revenues from property taxes, special assessments, grant receivables, and other miscellaneous receivables. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

8) Net Position

In the Government-wide, proprietary funds, and fiduciary fund financial statements, net position is classified in the following categories.

DRAFT
Subject To Change

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

G) Assets, Liabilities, and Net Position (continued)

8) Net Position (continued)

Net Investment in Capital Assets

This category groups all capital assets, including infrastructure, into one component of net position. Accumulated depreciation and the outstanding balances of debt that are attributable to the acquisition, construction or improvement of these assets reduce this category.

Restricted Net Position

This category presents external restrictions imposed by creditors, grantors, contributors, or laws and regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation.

Unrestricted Net Position

This category represents net position that does not meet the definition of “net investment in capital assets” or “restricted net position.”

9) Net Position Flow Assumption

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g. restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the statement of net position, a flow assumption must be made about the order in which the resources are considered to be applied.

It is the City’s policy to consider restricted net position to have been depleted before unrestricted net position.

DRAFT
Subject To Change

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

G) Assets, Liabilities, and Net Position (continued)

10) Fund Balance

Fund balances in governmental funds are reported in classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

The following classifications describe the relative strength of the spending constraints placed on the purposes for which resources can be used:

Nonspendable Fund Balance - Amounts that cannot be spent either because they are in nonspendable form or are required to be maintained intact.

Restricted Fund Balance - Amounts that are constrained to specific purposes by state or federal laws, or externally imposed conditions by grantors or creditors.

Committed Fund Balance - Amounts that may be specified by the City Council by ordinance or resolution to formally commit part of the City's fund balances or future revenues for a specific purpose(s) or program. To change or repeal any such commitment will require an additional formal City Council action utilizing the same formal action by City Council in the form of a ordinance or resolution to remove.

Assigned Fund Balance - Amounts that are constrained by the Council's intent to use specified financial resources for specific purposes, but are neither restricted nor committed.

Unassigned Fund Balance - These are either residual positive net resources of fund balance in excess of what can properly be classified in one of the other four categories, or negative balances.

DRAFT
Subject To Change

2) STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Deficit Fund Equity

The following non-major funds had deficit fund balances at June 30, 2024:

Nonmajor Governmental Funds:	
Special Revenue Funds:	
Mobile Home Rent Review	$ (66,524)
NPDES Storm Water Quality	(164,939)
Capital Projects Funds:	
Park Bond Grant	(2,763)
Federal STP Grant	(2,666)
Fiduciary Funds:	
Harvest CFD East Area 1 Custodial Fund	(17,078,327)

These deficits are expected to be reduced by future revenue or transfers from other funds.

3) CASH AND INVESTMENTS

The City's cash and investments consist of the following at June 30, 2024:

Statement of Net Position:	
Cash and investments	$ 68,870,071
Restricted cash and investments	3,300,181
Statement of Fiduciary Net Position:	
Cash and investments with fiscal agent	2,238,484
Restricted cash and investments	1,966,188
Total Cash and Investments	$ 76,374,924

Cash and Investments consist of the following:

Petty cash	$ 4,100
Deposits with financial institutions	9,121,730
Investments	67,249,094
Total Cash and Investments	$ 76,374,924

Investments Authorized by the California Government Code and the City's Investment Policy

The investments are managed by the City Treasurer and Fiscal agents (Bond trustees acting in accordance with bond covenants). Investments managed by the City Treasurer are invested in accordance with the City's investment policy. Investments managed by bond trustees are invested in accordance with provisions of the respective bond agreements, which generally are in accordance with provisions of the California Government Code 53601.

3) CASH AND INVESTMENTS (continued)

Investments Authorized by the California Government Code and the City's Investment Policy (continued)

The City Treasurer has direct oversight over the City's pooled investment fund which covers cash and cash equivalents of the City's governmental funds, enterprise funds, and agency funds which are invested in accordance with the City's investment policy. The investment policy generally complies with California Government Code Section 53601. The table below identifies the investment types that are authorized by the City's investment policy and the California Government Code. The table also identifies certain provisions that address interest rate risk, credit risk, and concentration of credit risk.

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer	Minimum Ratings
Local Agency Investment Fund	N/A	None	None	None
Ventura County Pool	N/A	None	None	None
U.S. Treasury	3 years	None	None	None
U.S. Agencies	3 years	20%	None	AAA
State Municipal Securities	5 years	None	None	AA
California Local Agency Municipal Securities	5 years	None	None	AA
Non-Negotiable Certificates of Deposit	5 years	20%	None	A
Negotiable Certificates of Deposits (CDs)	5 years	30%	15%	AAA
Placement Service Deposits	5 years	30%	None	None
Medium Term Corporate Notes	5 years	30%	None	AA
Asset-Backed Securities	4 years	20%	None	AA
Commercial Paper	270 days	25%	10%	Prime
Bankers Acceptances	180 Days	40%	2%	None
Money Market and Mutual funds	N/A	20%	20%	AAA

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the City manages its exposure to interest rates risk is by purchasing a combination of shorter term and longer term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations.

Information about the sensitivity of the fair values of the City's investments (including investments held by bond trustees) to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity:

	Remaining Maturity (in Months)			
Investment Type	12 Months or Less	13 to 24 Months	25 to 60 Months	Total
Local Agency Investment Fund	$ 35,077,512	$ -	$ -	$ 35,077,512
U.S. Treasury	4,528,750	1,549,033	4,767,236	10,845,019
U.S. Agencies	1,848,877	1,640,129	3,800,902	7,289,908
Negotiable Certificates of Deposits (CDs)	313,384	-	-	313,384
Agency CMBS	673,037	749,313	1,772,373	3,194,723
Medium Term Corporate Notes	1,103,254	2,281,671	3,099,597	6,484,522
Asset-Backed Securities	260,462	120,597	2,274,441	2,655,500
Money Market and Mutual funds	51,852	-	-	51,852
Suprational Obligations	558,938	491,750	285,986	1,336,674
Total	$ 44,416,066	$ 6,832,493	$ 16,000,535	$ 67,249,094

DRAFT
Subject To Change

3) CASH AND INVESTMENTS (continued)

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by (where applicable) the California Government Code or the City's investment policy, or debt agreements, and the actual rating as of fiscal year end for each investment type.

Investment Type	Minimum Legal Rating	Not Rated	A/AA/AAA+-	Total
Local Agency Investment Fund	N/A	$35,077,512	$ -	$35,077,512
U.S. Treasury		-	10,845,019	10,845,019
U.S. Agencies		-	7,289,908	7,289,908
Negotiable Certificates of Deposits (CDs)		-	313,384	313,384
Agency CMBS			3,194,723	3,194,723
Medium Term Corporate Notes		-	6,484,522	6,484,522
Asset-Backed Securities		708,542	1,946,958	2,655,500
Money Market and Mutual funds		-	51,852	51,852
Suprational Obligations		-	1,336,674	1,336,674
Total		$35,786,054	$ 31,463,040	$67,249,094

Concentration of Credit Risk

The investment policy of the City contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. There are no investments in any one issuer (other than external investment pools) that represent 5% or more of total City investments.

Custodial Credit Risk

Custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local government units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

3) CASH AND INVESTMENTS (continued)

Custodial Credit Risk (continued)

The custodial credit risk for *investments* is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for investments. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investments in securities through the use of mutual funds or government investment pools (such as LAIF).

Investment in State Investment Pool

The City is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The fair value of the City's investment in this pool is reported in the accompanying financial statements at amounts based on the City's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis.

Fair Value of Investments

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

4) RECEIVABLES

Receivables as of year-end for the City's individual major funds and non-major funds in the aggregate, are as follows:

	General Fund	Water Utility	Sewer Utility	Nonmajor and Other Funds	Total Receivables
Receivables:					
Interest	$ 65,485	$ 163,088	$ 83,607	$ 173,310	$ 485,490
Accounts	2,743,187	2,069,055	1,623,162	383,238	6,818,642
Total Receivables	$ 2,808,672	$ 2,232,143	$ 1,706,769	$ 556,548	$ 7,304,132

DRAFT
Subject To Change

5) CAPITAL ASSETS

Capital asset activity for the year ended June 30, 2024, was as follows:

Governmental Activities:	Balance June 30, 2023	Additions	Deletions	Balance June 30, 2024
Capital assets, not depreciated:				
Land	$ 489,183	$ 556,134	$ -	$ 1,045,317
Construction in progress	10,752,759	1,832,330	-	12,585,089
Total capital assets, not depreciated	11,241,942	2,388,464	-	13,630,406
Capital assets, being depreciated:				
Buildings and system	3,446,262	-	-	3,446,262
Machinery and equipment	5,519,559	592,708	-	6,112,267
Improvements other than buildings	37,727,777	-	-	37,727,777
Total capital assets, being depreciated	46,693,598	592,708	-	47,286,306
Less accumulated depreciation:				
Buildings and system	(1,894,212)	(107,969)	-	(2,002,181)
Machinery and equipment	(3,880,322)	(287,700)	-	(4,168,022)
Improvements other than buildings	(16,444,204)	(1,536,757)	-	(17,980,961)
Total accumulated depreciation	(22,218,738)	(1,932,426)	-	(24,151,164)
Net capital assets being depreciated	24,474,860	(1,339,718)	-	23,135,142
Governmental activities, capital assets, net	$ 35,716,802	$ 1,048,746	$ -	$ 36,765,548

DRAFT
Subject To Change

5) CAPITAL ASSETS (continued)

Business-Type Activities:	Balance June 30, 2023	Additions	Deletions	Balance June 30, 2024
Capital assets, not depreciated:				
Land	$ 7,104,082	$ -	$ -	$ 7,104,082
Water rights	13,834,827	-	-	13,834,827
Construction in progress	15,647,769	9,352,587	-	25,000,356
Total capital assets, not depreciated	36,586,678	9,352,587	-	45,939,265
Capital assets, being depreciated:				
Buildings and system	86,348,920	-	-	86,348,920
Improvements other than buildings	36,838,813	-	-	36,838,813
Machinery and equipment	3,014,212	38,570	-	3,052,782
Total capital assets, being depreciated	126,201,945	38,570	-	126,240,515
Less accumulated depreciation:				
Buildings and system	(18,666,573)	(1,176,144)	-	(19,842,717)
Machinery and equipment	(9,340,831)	(981,998)	-	(10,322,829)
Improvements other than buildings	(2,108,397)	(73,114)	-	(2,181,511)
Total accumulated depreciation	(30,115,801)	(2,231,256)	-	(32,347,057)
Net capital assets being depreciated	96,086,144	(2,192,686)	-	93,893,458
Business-type activities, capital assets, net	$ 132,672,822	$ 7,159,901	$ -	$ 139,832,723

Depreciation was charged to functions/programs of the City as follows

Governmental activities:	
General government	$ 63,828
Building and safety	163,706
Community services	608,599
Fire	12,986
Police	106,351
Public works	976,956
	$ 1,932,426
Business-type Activities:	
Water	$ 1,079,320
Sewer	1,151,936
	$ 2,231,256

DRAFT
Subject To Change

6) INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS

Amounts due to/from other funds are as follows:

Due to/from

Receivable Fund	Payable Fund	Amount
General Fund	Nonmajor governmental funds	$227,517

The outstanding balances between funds are as a result of funds with negative cash borrowing from the General Fund.

Sewer Fund Advance

On February 1, 2010 the City entered into a Water Enterprise Lease Agreement and a Wastewater Enterprise Lease Agreement with the Santa Paula Utility Authority to lease to the Utility Authority the water and wastewater enterprise owned by the City. Under the terms of the agreements, lease payments were to be made from the Water and Sewer funds' (which comprise the Utility Authority) surplus revenues to the City for an amount equal to "Total Rent." Total Rent is defined in the agreements as having an aggregate present value at the date of the agreement of $77,850,759 and $18,083,341 for the water and wastewater enterprises respectively. The lease term extends through February 22, 2065.

In connection with these agreements, the Authority issued its 2010 Wastewater Enterprise Revenue Bonds, and the Sewer Fund transferred to the City's General Fund an upfront lease rental payment of $5,000,000 to be used for public capital improvements. In 2015, the agreements were amended to add the Santa Paula Wastewater Reclamation Facility and provide for additional rent, and the Authority issued the 2015 Wastewater Enterprise Revenue Bonds. In 2020, the agreements were further amended in connection with the issuance of the 2020 Wastewater Enterprise Revenue Bonds, which refinanced the 2010 and 2015 Bonds.

All required lease payments have since been paid in full. The leases remain in effect for as long as the 2020 Bonds are outstanding; however, no additional payments are owed to the City. Accordingly, no receivable or liability is reported by the City in connection with these lease agreements as of June 30, 2024.

DRAFT
Subject To Change

6) INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS (continued)

Interfund transfers are as follows:

	Transfers In		
Transfers Out	Water Fund	Aggregate remaining funds	Total
General Fund	$ -	$ 24,437	$ 24,437
Sewer Fund	269,723	-	269,723
Aggregate remaining funds	-	416,369	416,369
	$ 269,723	$ 440,806	$ 710,529

Transfers were made from the Sewer fund to the Water fund to reimburse various costs. Transfers were made from the General Fund and Other Governmental Funds to Other Governmental Funds to pay for street projects.

7) LONG-TERM LIABILITIES

Changes in Long-term Liabilities

Long-term debt activity for the year ended June 30, 2024 was as follows:

	Balance June 30, 2023	Additions	Deletions	Balance June 30, 2024	Due Within One Year
Governmental Activities:					
Compensated absences	$ 653,320	$ 341,672	$ (395,208)	$ 599,784	$ 299,892
Claims liability	659,584	209,837	(483,984)	385,437	192,719
Total governmental activities	$ 1,312,904	$ 551,509	$ (879,192)	$ 985,221	$ 492,611
Business-type Activities:					
Water Revenue Bonds:					
2019 Bonds	$ 31,830,000	$ -	$ (1,660,000)	$ 30,170,000	$ 1,745,000
Add: Premium	5,626,404	-	(339,281)	5,287,123	339,281
Wastewater Revenue Bonds:					
2015A Bonds	8,345,000	-	(990,000)	7,355,000	1,030,000
2020A Bonds	3,765,000	-	-	3,765,000	-
Add: Premium	691,823	-	(21,397)	670,426	21,937
2020B Bonds	64,205,000	-	(395,000)	63,810,000	400,000
Note payable from direct borrowings	496,500	-	-	496,500	-
Compensated absences	47,666	61,422	(45,818)	63,270	63,270
Total business-type activities	$ 115,007,393	$ 61,422	$ (3,451,496)	$ 111,617,319	$ 3,599,488

7) LONG-TERM DEBT (continued)

The General Fund is typically used to liquidate the compensated absences, claims liability, net pension liability, and total OPEB liability of the governmental activities.

2020 Wastewater Revenue Bonds

In October 2020, the Santa Paula Utility Authority, the "Utility Authority" (a component unit of the City) issued the 2020A and 2020B Wastewater revenue bonds in the aggregate amount of $69,125,000. The Bonds were issued to refund the 2010A and 2010B Wastewater Revenue Bonds and a portion of the 2015A Wastewater Revenues bonds, provide financing for improvements to the Water Enterprise System, and pay costs of bond issuance. The Wastewater Bonds are payable from net revenues of the Wastewater Enterprise and other amounts pledged under the Indenture and investment earnings thereon. Interest is payable semi-annually on August 1st and February 1st of each year with principal maturing on February 1st of each year through 2055. The interest rate on the bonds ranges from 1.00% to 4.00%.

In the event of default, the Trustee has the right to declare the total unpaid principal of the Bonds, together with the accrued interest thereon to be immediately due and payable. However, in the event of a default and such acceleration, it is unlikely that the Utility Authority will have sufficient funds to pay the accelerated amounts due on the Bonds from Net Revenues.

Debt service requirements to maturity for the 2020 Wastewater Enterprise Revenue Bonds are as follows:

Fiscal Year Ending June 30,	Principal	Interest
2025	$ 400,000	$ 2,226,097
2026	405,000	2,220,905
2027	1,535,000	2,214,336
2028	375,000	2,187,135
2029	400,000	2,172,135
2030-2034	7,730,000	10,357,440
2035-2039	8,915,000	9,111,515
2040-2044	12,330,000	7,338,226
2045-2049	14,530,000	5,137,223
2050-2054	17,165,000	2,489,559
2055	3,790,000	131,968
	$ 67,575,000	$ 45,586,539

The net savings and economic gain (loss) from this refunding is unavailable due to the refunded bonds having variable interest rates.

DRAFT
Subject To Change

7) LONG-TERM DEBT (continued)

2019 Water Revenue Bonds

In December 2019, the Santa Paula Utility Authority, the "Utility Authority" (a component unit of the City) issued $37,165,000 aggregate principal amount of Water Enterprise Revenue Bonds, 2019 Series, with proceeds used to effect the advance refunding of $43,550,000 of outstanding Santa Paula Public Financing Authority Water Revenue Bonds, Series 2010, and finance certain improvements to the Authority's water system. The Water Bonds are payable from net revenues of the Water Enterprise held under the Water Bonds Indenture and investment earnings thereon. Interest is payable semi-annually on August 1st and February 1st of each year with principal maturing on February 1st of each year through 2040. The interest rate on the bonds ranges from 3.00% to 5.00%.

In the event of default, the Trustee has the right to declare the total unpaid principal of the Bonds, together with the accrued interest thereon to be immediately due and payable. However, in the event of a default and such acceleration, it is unlikely that the Utility Authority will have sufficient funds to pay the accelerated amounts due on the Bonds from Net Revenues.

Debt service requirements to maturity for the Water Enterprise Revenue Bonds are as follows:

Fiscal Year Ending June 30,	Principal	Interest
2025	$ 1,745,000	$ 1,373,400
2026	1,830,000	1,286,150
2027	1,925,000	1,194,650
2028	2,020,000	1,098,400
2029	2,120,000	997,400
2030-2034	10,975,000	3,312,300
2035-2039	7,805,000	1,311,000
2040	1,750,000	70,000
	$ 30,170,000	$ 10,643,300

2015 Wastewater Revenue Bonds

In April 2015, the Utility Authority issued $67,195,000 aggregate principal amount of Wastewater Enterprise Revenue Bonds, 2015A Series, Non-Taxable, and $2,035,000 aggregate principal amount of Wastewater Enterprise Revenue Bonds, 2015B Series, Taxable. Proceeds of the bonds were used to fund a termination payment payable to the operator of the wastewater treatment facility, fund a reserve account, pay issuance costs and, as to a portion of the 2015B Bonds, to pay other capital costs of the Wastewater Enterprise.

DRAFT
Subject To Change

7) LONG-TERM DEBT (continued)

2015 Wastewater Revenue Bonds, (continued)

The 2015 Wastewater Revenue Bonds are payable from Net Revenues of the Wastewater Enterprise on parity with the 2010 Wastewater Revenue Bonds. Interest is payable semi-annually on August 1st and February 1st of each year with principal maturing on February 1st of each year through 2050. The 2015A Bonds were partially refunded with the issuance of the 2020 Wastewater bonds. The interest rate on the bonds ranges from 3.50% to 5.00%.

In the event of default, the Trustee has the right to declare the total unpaid principal of the Bonds, together with the accrued interest thereon to be immediately due and payable. However, in the event of a default and such acceleration, it is unlikely that the Utility Authority will have sufficient funds to pay the accelerated amounts due on the Bonds from Net Revenues.

Debt service requirements to maturity for the remaining Wastewater Enterprise Revenue Bonds, 2015A are as follows:

Fiscal Year Ending June 30,	Principal	Interest
2025	$ 1,030,000	$ 278,625
2026	1,070,000	237,425
2027	-	183,925
2028	1,180,000	183,925
2029	1,220,000	142,625
2030-2034	1,265,000	322,525
2035	1,590,000	55,650
	$ 7,355,000	$ 1,404,700

7) LONG-TERM DEBT (continued)

2015 Wastewater Revenue Bonds (continued)

Pursuant to each indenture, the Utility Authority covenants to fix, prescribe, revise, and collect rates, fees, and charges for the respective Enterprise as a whole for the services and improvements furnished by the Enterprise during each fiscal year which are at least sufficient, after making allowances for contingencies and error in the estimates, to yield revenues of that Enterprise sufficient to pay the following amounts in the following priority: a) all anticipated service fees due under the DBOF for such fiscal year in the case of the Wastewater Enterprise only; b) all anticipated operation and maintenance costs of the enterprise for such fiscal year; c) all debt service payments as they become due and payable during such fiscal year, without preference or priority, except to the extent such debt service payments are payable from the proceeds of the bonds or from any other source of legally available funds of the Utility Authority which have been deposited for such purpose prior to the commencement of such fiscal year; d) the amount, if any, required to restore the amount in the reserve account to the full amount of the reserve requirement; and e) all other payments required to meet any other obligations of the Utility Authority which are charges, liens, encumbrances upon or payable from the revenues during such fiscal year. The Utility Authority also covenants under the Indenture to fix, prescribe, revise and collect, or cause to be fixed, prescribed, revised and collected, rates, fees and charges for the services and improvements furnished by the Enterprise during each fiscal year that are sufficient to yield net revenues that are at least equal to one hundred twenty percent (120%) of the total debt service payments coming due and payable in such fiscal year.

Notes Payable

On January 2, 1996, the City purchased surface water rights and groundwater rights from the Santa Paula Waterworks, Ltd. by issuing notes for $496,500 at an interest rate of 9.87% per annum. Interest only payments are due annually with principal to be paid in full on January 2, 2026. Debt Service requirements to maturity are as follows:

Fiscal Year Ending June 30,	Principal	Interest
2025	$ -	$ 73,000
2026	-	73,000
2027	496,500	73,000
	$ 496,500	$ 219,000

DRAFT
Subject To Change

7) LONG-TERM DEBT (continued)

Fiduciary Fund

Changes in Long-term Debt

The following is a schedule of changes in long-term debt of the Successor Agency for the fiscal year ended June 30, 2024.

	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
Bonds payable:					
Tax Allocation Refunding Bonds	$ 590,000	$ -	$ (285,000)	$ 305,000	$ 305,000
Unamortized discount	(5,697)	-	-	(5,697)	-
Total	$ 584,303	$ -	$ (285,000)	$ 299,303	$ 305,000

Tax Allocation Bonds

On March 21, 1994, the Redevelopment Agency of the City adopted a resolution authorizing the sale of $6,900,000 aggregate principal amount of Santa Paula Redevelopment Project 1994 Tax Allocation Refunding Bonds at interest rates ranging from 6.345% to 6.548% for the purpose of retiring $6,000,000 of Tax Allocation Notes issued on November 1, 1992. The bonds mature on December 1 of each year to 2026 with interest payable semi-annually. On June 7, 2000, the Agency defeased $2,285,000 of the $6,900,000 Tax Allocation Refunding Bonds by purchasing United States government securities in an irrevocable trust with an escrow agent utilizing existing funds. The bonds are considered to be partially defeased and the related liability has been removed from long-term debt.

Debt service requirements to maturity on the remaining bonds are as follows:

Fiscal Year Ending June 30,	Principal	Interest
2025	$ 305,000	$ 37,800
	$ 305,000	$ 37,800

DRAFT
Subject To Change

8) FUND BALANCE

The details of the fund balances as of June 30, 2024 are presented below:

	General Fund	Total Non-major Governmental Funds	Total
Nonspendable:			
Loans receivable	$ 4,430	$ -	$ 4,430
Prepaids	12,915	372	13,287
Permanent endowments	-	889,643	889,643
Total nonspendable	17,345	890,015	907,360
Restricted:			
Street work	-	6,635,136	6,635,136
Hazard abatement	-	694,841	694,841
Development fees	-	1,017,182	1,017,182
Public safety	-	818,707	818,707
Community development	-	10,990,507	10,990,507
Cable television	-	209,052	209,052
Inclusionary housing	-	1,957,291	1,957,291
Other	4	-	4
Total restricted	4	22,322,716	22,322,720
Assigned:			
Capital improvement program	5,367,745		5,367,745
General plan update	201,196	-	201,196
Total committed	5,568,941	-	5,568,941
Unassigned:	6,988,318	(236,892)	6,751,426
Total	$ 12,574,608	$ 22,975,839	$ 35,550,447

The unassigned category above encompasses fund designations that do not satisfy the criteria of the other categories presented. Included in the $6,988,318 unassigned fund balance of the General Fund is the City Council approved operating reserve of $3,800,135.

DRAFT
Subject To Change

9) RISK MANAGEMENT

1. Description of Self-Insurance Pool Pursuant to Joint Powers Agreement

The City is a member of the CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (Authority). The Authority is composed of 124 California public entities and is organized under a joint powers agreement pursuant to California Government Code §6500 et seq. The purpose of the Authority is to arrange and administer programs for the pooling of self-insured losses, to purchase excess insurance or reinsurance, and to arrange for group purchased insurance for property and other lines of coverage. The California JPIA began covering claims of its members in 1978. Each member government has an elected official as its representative on the Board of Directors. The Board operates through a nine-member Executive Committee.

2. Self-Insurance Programs of the Authority

Each member pays an annual contribution at the beginning of the coverage period. A retrospective adjustment is then conducted annually thereafter, for coverage years 2012-13 and prior. Coverage years 2013-14 and forward are not subject to routine annual retrospective adjustment. The total funding requirement for primary self-insurance programs is based on an actuarial analysis. Costs are allocated to individual agencies based on payroll and claims history, relative to other members of the risk-sharing pool.

The total funding requirement for self-insurance programs is estimated using actuarial models and prefunded through the annual contribution. Costs are allocated to individual agencies based on exposure (payroll) and experience (claims) relative to other members of the risk-sharing pool. Additional information regarding the cost allocation methodology is provided below.

Liability

Claims are pooled separately between police and general government exposures. (1) The payroll of each member is evaluated relative to the payroll of other members. A variable credibility factor is determined for each member, which establishes the weight applied to payroll and the weight applied to losses within the formula. (2) The first layer of losses includes incurred costs up to $100,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the first layer. (3) The second layer of losses includes incurred costs from $100,000 to $500,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the second layer. (4) Incurred costs from $500,000 to $50 million, are distributed based on the outcome of cost allocation within the first and second loss layers.

The overall coverage limit for each member, including all layers of coverage, is $50 million per occurrence. Subsidence losses also have a $50 million per occurrence limit. The coverage structure is composed of a combination of pooled self-insurance, reinsurance, and excess insurance. Additional information concerning the coverage structure is available on the Authority's website: https://cjpia.org/coverage/risk-sharing-pools/.

DRAFT
Subject To Change

9) RISK MANAGEMENT (continued)

2. Self-Insurance Programs of the Authority (continued)

Workers' Compensation

Claims are pooled separately between public safety (police and fire) and general government exposures. (1) The payroll of each member is evaluated relative to the payroll of other members. A variable credibility factor is determined for each member, which establishes the weight applied to payroll and the weight applied to losses within the formula. (2) The first layer of losses includes incurred costs up to $75,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the first layer. (3) The second layer of losses includes incurred costs from $75,000 to $200,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the second layer. (4) Incurred costs from $200,000 to statutory limits are distributed based on the outcome of cost allocation within the first and second loss layers.

For 2022-23 the Authority's pooled retention is $1 million per occurrence, with reinsurance to statutory limits under California Workers' Compensation Law. Employer's Liability losses are pooled among members to $1 million. Coverage from $1 million to $5 million is purchased through reinsurance policies, and Employer's Liability losses from $5 million to $10 million are pooled among members.

3. Purchased Insurance

Pollution Legal Liability Insurance

The City of participates in the pollution legal liability insurance program which is available through the Authority. The policy covers sudden and gradual pollution of scheduled property, streets, and storm drains owned by the City. Coverage is on a claims-made basis. There is a $250,000 deductible. The Authority has an aggregate limit of $20 million.

Property Insurance

The City participates in the all-risk property protection program of the Authority. This insurance protection is underwritten by several insurance companies. City property is currently insured according to a schedule of covered property submitted by the City to the Authority. City property currently has all-risk property insurance protection in the amount of $144,455,267. There is a $10,000 deductible per occurrence except for non-emergency vehicle insurance which has a $2,500 deductible.

Earthquake and Flood Insurance

The City purchases earthquake and flood insurance on a portion of its property. The earthquake insurance is part of the property protection insurance program of the Authority. City property currently has earthquake protection in the amount of $71,280,510. There is a deductible of 5% per unit of value with a minimum deductible of $100,000.

DRAFT
Subject To Change

9) RISK MANAGEMENT (continued)

3. Purchased Insurance (continued)

Crime Insurance

The City purchases crime insurance coverage in the amount of $1,000,000 with a $2,500 deductible. The fidelity coverage is provided through the Authority.

Special Event Tenant User Liability Insurance

The City further protects against liability damages by requiring tenant users of certain property to purchase low-cost tenant user liability insurance for certain activities on agency property. The insurance premium is paid by the tenant user and is paid to the City according to a schedule. The City then pays for the insurance. The insurance is facilitated by the Authority.

4. Adequacy of Protection

During the past three fiscal years, none of the above programs of protection experienced settlements or judgments that exceeded pooled or insured coverage. There were also no significant reductions in pooled or insured liability coverage in 2023-24.

5. Claims and Judgments

The City accounts for uninsured, material claims and judgments and associated legal and administrative costs when it is probable that the liability claim has been incurred and the amount of the loss can be reasonably estimated. Included therein are claims incurred but not reported, which consists of (a) known loss events expected to be presented as claims later, (b) unknown loss events that are expected to become claims, and (c) expected future development on claims already reported. This is based upon historical actual results that have established a reliable pattern supplemented by specific information about current matters. Small dollar claims and judgments are recorded as expenditures when paid. The following claims schedule includes workers' compensation and general liability for the past two fiscal years.

Year	Beginning of Year Liability	Current Year Claims and Changes in Estimates	Claim Payments for Current and Prior Years	End of Year Liability
2021-2022	$ 1,215,216	$ 75,116	$ 364,412	$ 925,920
2022-2023	925,920	127,158	393,494	659,584
2023-2024	659,584	209,837	483,984	385,437

DRAFT
Subject To Change

10) CONTINGENT LIABILITIES

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures that may be disallowed by the grantor cannot be determined at this time, although the City expects such amounts, if any, to be immaterial.

The City, as part of a consent judgment entered into on September 24, 2007, was required to construct a new water recycling facility ("WRF") no later than December 15, 2010. The WRF was constructed and placed into operation prior to the December 15, 2010 deadline. However, the WRF does not fully comply with the consent judgment, and therefore, may be subject to additional penalties. The amount of penalties, if any, has not been determined.

The City is a defendant in various other lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the City's counsel the resolution of these matters will not have a material adverse effect on the financial condition of the City.

11) PENSION PLAN

A. General Information about the Pension Plan

Plan Description

All qualified permanent and probationary employees are eligible to participate in the Public Agency Cost-Sharing Multiple-Employer Defined Benefit Pension Plan (Plan or PERF C) administered by the California Public Employees' Retirement System (CalPERS.) The Plan consists of a miscellaneous pool and a safety pool (also referred to as "risk pools"), which are comprised of individual employer miscellaneous and safety rate plans, respectively. Plan assets may be used to pay benefits for any employer rate plan of the safety and miscellaneous pools. Accordingly, rate plans within the safety or miscellaneous pools are not separate plans under generally accepted accounting principles. Individual employers may sponsor more than one rate plan in the miscellaneous or safety risk pools. The City participates in five rate plans (three miscellaneous and two safety). Benefit provisions under the Plan are established by State statute and City resolution. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions and membership information that can be found on the CalPERS' website, at www.calpers.ca.gov.

DRAFT
Subject To Change

11) PENSION PLAN (continued)

A. General Information about the Pension Plan (continued)

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 5 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost-of-living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The Plan operates under the provisions of the California Public Employees' Retirement Law (PERL), the California Public Employees' Pension Reform Act of 2013 (PEPRA), and the regulations, procedures and policies adopted by the CalPERS Board of Administration. The Plan's authority to establish and amend the benefit terms are set by the PERL and PEPRA, and may be amended by the California state legislature and in some cases require approval by the CalPERS Board.

The Plan's provisions and benefits in effect at June 30, 2024 are summarized as follows:

	Miscellaneous	Miscellaneous Tier II	Miscellaneous PEPRA
Hire date	Prior to January 1, 2013	Prior to January 1, 2013	On or after January 1, 2013
Benefit formula	2.5% @ 55	2% @ 55	2% @ 62
Benefit vesting schedule	5 years service	5 years service	5 years service
Benefit payments	monthly for life	monthly for life	monthly for life
Retirement age	50-60	50-60	52-62
Monthly benefits, as a % of eligible compensation	Highest single year	Highest single year	3 year average
Required employer contribution rates	14.060%	12.470%	7.680%

	Safety	Safety PEPRA
Hire date	Prior to January 1, 2013	On of after January 1, 2013
Benefit formula	3% @ 50	2.7% @ 57
Benefit vesting schedule	5 years service	5 years service
Benefit payments	monthly for life	monthly for life
Retirement age	50-55	50-57
Monthly benefits, as a % of eligible compensation	3 year average	3 year average
Required employer contribution rates	25.650%	13.540%

DRAFT
Subject To Change

11) PENSION PLAN (continued)

A. General Information about the Pension Plan (continued)

Contributions

Section 20814(c) of the California Public Employees' Retirement Law (PERL) requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Employer contribution rates may change if plan contracts are amended. Payments made by the employer to satisfy contribution requirements that are identified by the pension plan terms as plan member contribution requirements are classified as plan member contributions. Employer Contributions to the Plan for the fiscal year ended June 30, 2024 were $3,217,859. The actual employer payments of $3,211,569 made to CalPERS by the District during the measurement period ended June 30, 2023 differed from the District's proportionate share of the employer's contributions of $3,145,466 by $66,103, which is being amortized over the expected average remaining service lifetime in the Public Agency Cost-Sharing Multiple Employer Plan.

The remainder of this page has been left blank intentionally.

11) PENSION PLAN (continued)

B. *Net Pension Liability*

The City's net pension liability for the Plan is measured as the total pension liability, less the pension plan's fiduciary net position. The net pension liability of the Plan is measured as of June 30, 2023, using an annual actuarial valuation as of June 30, 2022 rolled forward to June 30, 2023 using standard update procedures. A summary of principal assumptions and methods used to determine the net pension liability is as follows.

Actuarial Methods and Assumptions Used to Determine Total Pension Liability

The collective total pension liability for the June 30, 2023 measurement period was determined by an actuarial valuation as of June 30, 2022, with update procedures used to roll forward the total pension liability to June 30, 2023. The collective total pension liability was based on the following assumptions:

Valuation Date	June 30, 2022
Measurement Date	June 30, 2023
Actuarial Cost Method	Entry Age Acturial Cost Method
Asset Valuation Method	Fair Value of Assets
Actuarial Assumptions:	
Discount Rate	6.90%
Inflation	2.30%
Salary Increases	Varies by Entry Age and Service
Mortality Rate Table (1)	Derived using CalPERS' membership data for all funds
Post Retirement Benefit Increase	The lesser of contract COLA or 2.30% until Purchasing Power Protection Allowance floor on purchasing power applies, 2.30% thereafter.

(1) The mortality table used was developed based on CalPERS-specific data. The probabilities of mortality are based on the 2021 CalPERS Experience Study and Review of Actuarial Assumptions. Mortality rates incorporate full generational mortality improvement using 80% of Scale MP-2020 published by the Society of Actuaries. For more details on this table, please refer to the 2021 experience study report from November 2021 that can be found on the CalPERS website.

Long-term Expected Rate of Return

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

DRAFT
Subject To Change

11) PENSION PLAN (continued)

B. Net Pension Liability (continued)

Long-term Expected Rate of Return (continued)

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations. Using historical returns of all of the funds' asset classes, expected compound (geometric) returns were calculated over the next 20 years using a building-block approach. The expected rate of return was then adjusted to account for assumed administrative expenses of 10 Basis points.

The expected real rates of return by asset class are as follows:

Asset Class	Assumed Asset Allocation	Real Return[1,2]
Global equity - cap-weighted	30.00%	4.54%
Global equity - non-cap-weighted	12.00%	3.84%
Private equity	13.00%	7.28%
Treasury	5.00%	0.27%
Mortgage-backed securities	5.00%	0.50%
Investment grade corporates	10.00%	1.56%
High yield	5.00%	2.27%
Emerging market debt	5.00%	2.48%
Private debt	5.00%	3.57%
Real assets	15.00%	3.21%
Leverage	(5.00%)	(0.59%)

[1] An expected inflation of 2.30% used for this period.
[2] Figures are based on the 2021 Asset Liability Management study.

Change of Assumptions

There were no assumption changes in 2023. Effective with the June 30, 2021 valuation date (June 30, 2022 measurement date), the accounting discount rate was reduced from 7.15% to 6.90%. In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. In addition, demographic assumptions and the price inflation assumption were changed in accordance with the 2021 CalPERS Experience Study and Review of Actuarial Assumptions. The accounting discount rate was 7.15% for measurement dates June 30, 2017 through June 30, 2021, 7.65% for measurement dates June 30, 2015 through June 30, 2016, and 7.50% for measurement date June 30, 2014.

11) PENSION PLAN (continued)

B. Net Pension Liability (continued)

Discount Rate

The discount rate used to measure the total pension liability for PERF C was 6.90%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Subsequent Events

There were no subsequent events that would materially affect the results presented in this disclosure.

Pension Plan Fiduciary Net Position

Information about the pension plan's assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fiduciary net position are presented in CalPERS' audited financial statements, which are publicly available reports that can be obtained at CalPERS' website, at www.calpers.ca.gov. The plan's fiduciary net position and additions to/deductions from the plan's fiduciary net position have been determined on the same basis used by the pension plan, which is the economic resources measurement focus and the accrual basis of accounting. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan. Investments are reported at fair value.

DRAFT
Subject To Change

11) PENSION PLAN (continued)

C. Proportionate Share of Net Pension Liability

The following table shows the City's proportionate share of the Plan's net pension liability over the measurement period.

	Increase (Decrease)		
	Plan Total Pension Liability	**Plan Fiduciary Net Position**	**Plan Net Pension Liability**
Balance at: 6/30/2022 (VD)	$ 108,183,922	$ 75,939,461	$ 32,244,461
Balance at: 6/30/2023 (MD)	111,501,169	77,233,674	34,267,495
Net Changes during 2022-23	$ 3,317,247	$ 1,294,213	$ 2,023,034

VD (Valuation Date); MD (Measurement Date)

The City's proportion of the net pension liability was determined by CalPERS using the output from the Actuarial Valuation System and the fiduciary net position, as provided in the CalPERS Public Agency Cost-Sharing Allocation Methodology Report, which is a publicly available report that can be obtained at CalPERS' website, at www.calpers.ca.gov. The City's proportionate share of the net pension liability for the total Plan as of the June 30, 2023 and 2024 measurement dates was as follows:

Proportionate Share - June 30, 2023	0.27915%
Proportionate Share - June 30, 2024	0.27468%
Change - Increase (Decrease)	-0.00447%

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the City's proportionate share of the net pension liability of the Plan as of the measurement date, calculated using the discount rate of 6.9 percent, as well as what the net pension liability would be if it were calculated using a discount rate that is 1 percentage-point lower (5.9 percent) or 1 percentage-point higher (7.9 percent) than the current rate::

	Discount Rate - 1% (5.90%)	**Current Discount Rate (6.90%)**	**Discount Rate + 1% (7.90%)**
Plan's Net Pension Liability	$ 49,454,484	$ 34,267,495	$ 21,809,074

DRAFT
Subject To Change

11) PENSION PLAN (continued)

C. Proportionate Share of Net Pension Liability (continued)

Amortization of Deferred Outflows and Deferred Inflows of Resources

Under GASB 68, gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time.

The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense.

The amortization period differs depending on the source of the gain or loss:

Net difference between projected and actual earnings on pension plan investments	5-year straight-line amortization
All other amounts	Straight-line amortization over the expected average remaining service lives (EARSL) of all members that are provided with benefits (active, inactive and retired) as of the beginning of the measurement period.

The expected average remaining service lifetime (EARSL) is calculated by dividing the total future service years by the total number of plan participants (active, inactive, and retired) in the Public Agency Cost-Sharing Multiple-Employer Plan (PERF C).

The EARSL for PERF C for the measurement period ending June 30, 2023 is 3.8 years, which was obtained by dividing the total service years of 600,538 (the sum of remaining service lifetimes of the active employees) by 160,073 (the total number of participants: active, inactive, and retired) in PERF C. Inactive employees and retirees have remaining service lifetimes equal to 0. Total future service is based on the members' probability of decrementing due to an event other than receiving a cash refund.

D. Pension Expense and Deferred Outflows and Deferred Inflows of Resources Related to Pensions

As of the start of the measurement period (July 1, 2022), the City's net pension liability was $32,244,461. For the measurement period ending June 30, 2022 (the measurement date), the City incurred a pension expense/(income) of $4,256,896.

DRAFT
Subject To Change

11) PENSION PLAN (continued)

Amortization of Deferred Outflows and Deferred Inflows of Resources (continued)

D. Pension Expense and Deferred Outflows and Deferred Inflows of Resources Related to Pensions (continued)

As of June 30, 2024, the City has deferred outflows and deferred inflows of resources related to pensions as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes in assumptions	$ 2,034,031	$ -
Differences between expected and actual experience	1,894,016	-
Net difference between projected and actual earnings on plan investments	5,114,394	-
Differences between the employer's contributions and the employer's proportionate share of contributions	-	813,381
Changes in employer's proportion	-	1,357,600
Pension contributions subsequent to measurement date	3,217,859	-
Total	$ 12,260,300	$ 2,170,981

The amounts above are net of outflows and inflows recognized in the 2023-24 measurement period expense. Contributions subsequent to the measurement date of $3,217,859 reported with deferred outflows of resources will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in future pension expense as follows:

Fiscal Year Ending Fiscal Year	Deferred Outflows/(Inflows) of Resources
2025	$ 1,659,333
2026	1,108,022
2027	3,959,205
2028	144,900
2029	-
Thereafter	-

E. Payable to the Pension Plan

At June 30, 2024, the City reported a payable of $0 for the outstanding amount of contributions to the pension plan required for the year then ended.

DRAFT
Subject To Change

12) OTHER POSTEMPLOYMENT BENEFITS

Plan Description - The City provides the same medical plans to retirees and surviving spouses as to its active employees, with the exception that once a retiree becomes eligible for Medicare, he or she must join a Medicare HMO or a Medicare Supplement plan, with Medicare becoming the primary payer. The plan is a single employer defined contribution post-employment healthcare benefits plan. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75.

Benefits Provided - Employees are eligible for retiree health benefits if they retire from the City on or after age 50 and have 5 years of service (age 52 for Miscellaneous PEPRA employees), and continue health insurance through a City-sponsored health insurance plan, the City will contribute the minimum monthly amount (as required by CalPERS) of the health insurance premium ($157 for the calendar years 2023 and 2024 respectively). The City's health plan does not issue a publicly available financial report.

Employees Covered by Benefit Terms - As of the June 30, 2024 measurement date, the following current and former employees were covered by the benefit terms under the Plan:

Retirees or spouses of retirees currently receiving benefits	21
Retirees entitled to but not yet receiving benefits	90
Active employees	109
	220

Contributions - The Plan and its contribution requirements are established by Memoranda of Understanding with the applicable employee bargaining units and may be amended by agreements between the City and the bargaining units. The annual contributions to the Plan are based on the costs to provide the benefits as described above on a pay as you go basis. For the fiscal year ended June 30, 2024, the City's pay-as-you-go costs cash benefit payments were $39,236. Total employer contributions, including the implied subsidy, were $65,464.

DRAFT
Subject To Change

12) OTHER POSTEMPLOYMENT BENEFITS (continued)

Total OPEB Liability - The City's total OPEB liability was measured as of June 30, 2024 and the total OPEB liability used to calculate the OPEB liability was determined by an actuarial valuation dated June 30, 2022, based on the following actuarial methods and assumptions:

Valuation Date	June 30, 2022
Actuarial Cost Method	Entry Age Actuarial Cost
Mortality	CalPERS 2000-2019 Experience Study
Age at Retirement	50
Health Care Trend Rate	8.50% for 2025, decreasing to 3.45% in 2076
Inflation Rate	2.50% annually
Salary Changes	Aggregate - 2.75% annually
	Merit - CalPERS 2000-2019 Experience Study
Discount Rate	3.93% at June 30, 2024 (Bond Buyer 20-Bond Index)
	3.65% at June 30, 2023 (Bond Buyer 20-Bond Index)
PEMHCA Rate	3.50% annually

Discount Rate - The discount rate used to measure the total OPEB liability was 3.93% and is based on the Bond Buyer 20-Bond GO index.

Changes in Assumptions - The discount rate used to measure the total OPEB liability was changed to 3.93% from 3.65%. Inflation changed to 2.50% from 2.75%. In addition, the medical claims curve was updated, the implied subsidy was removed for Medicare plans and the mortality scale was updated to Scale MP-2021.

Changes in the Total OPEB Liability

	Total OPEB Liability (TOL)
Balance at June 30, 2023	$ 1,917,989
Changes in the year:	
Service cost	148,056
Interest on the total OPEB liability	74,216
Assumption changes	(76,521)
Benefit payments, including implicit subsidy	(65,464)
Net change	80,287
Balance at June 30, 2024	$ 1,998,276

DRAFT
Subject To Change

12) OTHER POSTEMPLOYMENT BENEFITS (continued)

Sensitivity of the Total OPEB Liability to changes in the Discount Rate - The following presents the total OPEB liability of the City if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current discount rate:

	Discount Rate		
	1% Decrease (2.93%)	Current Rate (3.93%)	1% Increase (4.93%)
Total OPEB liability	$ 2,293,339	$ 1,998,276	$ 1,757,599

Sensitivity of the Net OPEB Liability to changes in the Healthcare Cost Trend Rates - The following presents the net OPEB liability of the City, as well as what the City's Net OPEB would be if it were calculated using a healthcare cost trend rate that is 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rate:

	Healthcare Trend Rate		
	1% Decrease	Current Rates	1% Increase
Total OPEB liability	$ 1,680,224	$ 1,998,276	$ 2,409,097

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB - For the year ended June 30, 2024, the City recognized OPEB income of $16,560. The City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of assumptions	$ 428,106	$ 1,144,223
Difference between expected and actual experience	-	1,318,775
Total	$ 428,106	$ 2,462,998

Amounts reported as deferred outflows of resources and deferred inflows of resources related to the Total OPEB liability will be recognized as OPEB expense as follows:

Year Ending June 30,	**Deferred Inflows of Resources**
2025	$ (239,330)
2026	(239,332)
2027	(223,471)
2028	(245,113)
2029	(335,907)
Thereafter	(751,739)

DRAFT
Subject To Change

13) LOANS RECEIVABLE

The City has issued first-time homebuyer and residential rehabilitation loans to low-and moderate-income residents. These loans are to be repaid over a specified period of time or upon sale of the property. As of June 30, 2024, the amount of loans receivable at year-end is $333,930.

14) CONSTRUCTION COMMITMENTS

The estimated amount of remaining construction contract obligations at year-end is $37,846,196.

15) DEBT WITHOUT GOVERNMENT COMMITMENT

The City has various outstanding bond issues which are not reflected in these financial statements. These bond issues are special obligations payable solely from and secured by specific revenue sources described in the resolutions and official statements of the respective issues. Neither the faith and credit nor the taxing power of the City, the State of California or any political subdivision thereof, is pledged for the payment of these bonds. No legal obligation on the part of the City exists to make payments on the bonds from any source other than the revenues or assets pledged therefore. The programs are completely administered by trustees, and the total outstanding balance at June 30, 2024 is $36,695,000.

16) PRIOR PERIOD RESTATEMENT

As a result of the implementation of GASB 100, as described in Note 1, the City is required to restate its June 30, 2023, governmental funds' fund balance, as well as governmental activities' net position. The Federal Grants and Facility Capital Project Funds were previously reported as a major fund and qualified as nonmajor for the year ending June 30, 2024. This qualifies as a change to or within the financial reporting entity under the guidance of GASB 100. The reclassification of these funds did not result in any changes to the government-wide financial statements' net position. Changes in fund balance as of June 30, 2023, were as follows:

	Balance Sheet Governmental Funds		Balance Sheet Nonmajor Governmental Funds	
	Federal Grants	Facility Capital Projects	Federal Grants	Facility Capital Projects
Fund Balance, beginning of year, as previously reported	$ 5,073,511	$ 3,871,686	$ -	$ -
Change from major to nonmajor fund	(5,073,511)	(3,871,686)	5,073,511	3,871,686
Fund Balance, beginning of year, as restated	$ -	$ -	$ 5,073,511	$ 3,871,686

DRAFT
Subject To Change

REQUIRED SUPPLEMENTARY INFORMATION

DRAFT
Subject To Change

Required Supplementary Information
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual – General Fund
For the Year Ended June 30, 2024

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES				
Taxes	$ 14,264,872	$ 14,264,872	$ 14,595,443	$ 330,571
Licenses and permits	254,606	254,606	599,985	345,379
Intergovernmental	767,479	767,479	1,263,246	495,767
Charges for services	4,212,265	4,212,265	1,100,553	(3,111,712)
Fines and forfeitures	95,000	95,000	81,909	(13,091)
Investment earnings	170,500	170,500	254,862	84,362
Other revenues	10,100	10,100	75,718	65,618
Total Revenues	19,774,822	19,774,822	17,971,716	(1,803,106)
EXPENDITURES				
Current:				
General government	2,486,063	2,486,063	2,510,195	(24,132)
Building and safety	835,822	835,822	553,748	282,074
Community services	2,717,345	2,717,345	2,869,130	(151,785)
Financial services	788,424	788,424	690,887	97,537
Planning	1,163,737	1,163,737	786,132	377,605
Police	9,891,082	9,891,082	8,667,036	1,224,046
Public works	1,732,944	112,810	1,805,912	(1,693,102)
Total Expenditures	19,615,417	17,995,283	17,883,040	112,243
Excess (Deficiency) of Revenues over Expenditures	159,405	1,779,539	88,676	(1,690,863)
OTHER FINANCING SOURCES (USES)				
Transfers in	30,000	30,000	-	(30,000)
Transfers out	(54,437)	(54,437)	(24,437)	30,000
Total Other Financing Sources (Uses)	(24,437)	(24,437)	(24,437)	-
Net Change in Fund Balance	134,968	1,755,102	64,239	(1,690,863)
Fund Balance, Beginning	12,510,369	12,510,369	12,510,369	-
Fund Balance, Ending	$ 12,645,337	$ 14,265,471	$ 12,574,608	$ (1,690,863)

DRAFT
Subject To Change

Required Supplementary Information
Schedule of Changes in the City's Total OPEB Liability and Related Ratios
Last 10 Fiscal Years*

	Measurement Period						
	2018	2019	2020	2021	2022	2023	2024
Total OPEB Liability							
Service cost	$ 172,347	$ 165,476	$ 186,457	$ 263,423	$ 275,559	$ 201,209	$ 148,056
Interest on total OPEB liability	109,883	121,523	125,245	104,357	73,033	103,748	74,216
Changes in assumptions	(142,751)	194,758	817,178	(430,654)	(661,776)	(383,966)	(76,521)
Actual vs. expected experience	-	-	-	(1,227,322)	-	(701,747)	-
Benefit payments, including implicit subsidy	(58,033)	(65,697)	(63,145)	(61,373)	(64,242)	(61,545)	(65,464)
Net change in total OPEB liability	81,446	416,060	1,065,735	(1,351,569)	(377,426)	(842,301)	80,287
Total OPEB liability - beginning	2,926,044	3,007,490	3,423,550	4,489,285	3,137,716	2,760,290	1,917,989
Total OPEB liability - ending	$ 3,007,490	$ 3,423,550	$ 4,489,285	$ 3,137,716	$ 2,760,290	$ 1,917,989	$ 1,998,276
Covered-employee payroll	$ 5,911,227	$ 7,083,647	$ 7,592,656	$ 7,257,288	$ 11,198,803	$ 9,999,050	$ 10,527,546
Total OPEB liability as a percentage of covered-employee payroll	50.88%	48.33%	59.13%	43.24%	24.65%	19.18%	18.98%

*Fiscal year 2018 was the first year of implementation, therefore, not all 10 years of information is available.

Notes to the Schedule:

No assets are accumulated in a trust that meets the criteria in GASB No. 75, paragraph 4, to pay related benefits.

Benefit Changes: None

Changes in Assumptions: For the June 30, 2024 measurement date: Discount rate was increased from 3.65% to 3.93%, inflation remained the same as 2.75%; updated CalPERS Experience study to 2000-2019; new medical and PEMHCA minimum trend and participation assumptions updated.

DRAFT
Subject To Change

Required Supplementary Information
Schedule of the City's Proportionate Share of the Net Pension Liability
Last 10 Fiscal Years

Measurement Date	Employer's Proportion of the Collective Net Pension Liability[1]	Employer's Proportionate Share of the Collective Net Pension Liability	Covered Payroll	Employer's Proportionate Share of the Collective Net Pension Liability as a percentage of the Covered Payroll	Pension Plan's Fiduciary Net Position as a percentage of the Total Pension Liability
2014	0.2563%	$ 15,947,485	$ 5,991,638	266.16%	78.49%
2015	0.2732%	18,748,806	6,552,813	286.12%	74.94%
2016	0.2613%	22,609,596	6,795,547	332.71%	74.06%
2017	0.2529%	25,075,293	6,136,996	408.59%	70.42%
2018	0.2579%	24,852,880	5,911,227	420.44%	71.58%
2019	0.2590%	26,539,944	6,929,552	383.00%	71.36%
2020	0.2611%	28,410,126	7,436,975	382.01%	70.79%
2021	0.3567%	19,288,899	7,257,288	265.79%	80.87%
2022	0.2792%	32,244,461	7,919,478	407.15%	70.19%
2023	0.2747%	34,267,495	7,806,886	438.94%	69.27%

1 Proportion of the net pension liability represents the plan's proportion of PERF C, which includes both the Miscellaneous and Safety Risk Pools excluding the 1959 Survivors Risk Pool.

DRAFT
Subject To Change

Required Supplementary Information
Schedule of Plan Contributions
Last 10 Fiscal Years

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Deficiency (Excess)	Covered Payroll	Contributions as a Percentage of Covered Payroll
6/30/2015	$ 2,159,536	$ (2,159,536)	$ -	$ 6,552,813	32.96%
6/30/2016	2,324,486	(2,324,486)	-	6,795,547	34.21%
6/30/2017	1,967,182	(1,967,182)	-	6,136,996	32.05%
6/30/2018	2,068,107	(2,068,107)	-	5,911,227	34.99%
6/30/2019	2,372,333	(2,372,333)	-	6,929,552	34.24%
6/30/2020	2,719,034	(2,719,034)	-	7,436,975	36.56%
6/30/2021	2,958,871	(2,958,871)	-	7,257,288	40.77%
6/30/2022	2,955,772	(2,955,772)	-	7,919,478	37.32%
6/30/2023	3,211,569	(3,211,569)	-	7,806,886	41.14%
6/30/2024	3,217,859	(3,217,859)	-	8,189,929	39.29%

Notes to Schedule:

Changes in Benefit Terms: There were no changes to benefit terms that applied to all members of the Public Agency Pool. Additionally, the figures above do not include any liability impact that may have resulted from Golden Handshakes that occurred after the June 30, 2021 valuation date, unless the liability impact is deemed to be material to the Public Agency Pool.

Changes in Assumptions: Effective with the June 30, 2021 valuation date (2022 measurement date), the accounting discount rate was reduced from 7.15% to 6.90%. In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated, combined with risk estimates, and are used to project compound (geometric) returns over the long term. The discount rate used to discount liabilities was informed by the long-term projected portfolio return. In addition, demographic assumptions and the inflation rate assumption were changed in accordance with the 2021 CalPERS Experience Study and Review of Actuarial Assumptions.There were no assumption changes for 2021. For 2020, the Plan adopted a new amortization policy effective with the 2019 actuarial valuation. The new amortization policy shortens the period over which actuarial gains and losses are amortized from 30 years to 20 years with the payments computed as a level dollar amount. In addition, the new policy does not utilize a five-year ramp-up and ramp-down on UAL bases attributable to assumption changes and non-investment gains/losses. The new policy also does not utilize a five-year ramp-down on investment gains/losses. These changes apply only to new UAL bases established on or after June 30, 2019. There were no changes in assumptions in 2019. In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate in 2019. In 2017, the accounting discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes in the discount rate. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5 percent discount rate.

DRAFT
Subject To Change

1) BUDGETARY INFORMATION

Budgeted revenue and expenditure amounts shown represent the City's originally adopted legal budget adjusted for unanticipated revenues and appropriations during the course of the fiscal year. Budget amounts, as adjusted, reported for the governmental funds of the City are adopted on a basis consistent with generally accepted accounting principles (GAAP).

All appropriations lapse at the end of the fiscal year to the extent that they have not been expended. Lease contracts and projects entered into by the City are subject to annual review by the City Council; hence, they legally are one-year contracts with an option for renewal for another fiscal year.

The City Council has the responsibility for adoption of the City's Budget. Budgets are adopted for the General Fund, Special Revenue Funds, Debt Service Funds and Capital Projects Funds. From the effective date of the budget, the amounts stated as proposed expenditures become appropriations to the various City departments. The City Council may amend the budget by motion during each fiscal year. The City Manager is authorized to transfer funds from one major expenditure category to another within the same department and fund. Any revisions that alter the total expenditures of any fund must be approved by City Council. The level at which expenditures may not legally exceed appropriations is therefore established at the department level. Budgeted amounts may be transferred between programs with City Manager approval.

The remainder of this page has been left blank intentionally

DRAFT
Subject To Change

Special Revenue Funds

Mobile Home Rent Review Fund - This fund is used to administer the Mobile Home Rent Review Program.

Local Transportation TDA Fund - This fund is to be used for local streets and roads.

CA Oil Museum Fund - Revenues from fundraising, membership and interest from endowment. Used to cover operating costs of museum.

Hillsborough Open Space Assessment Fund - This fund is used to account for the Maintenance Assessment District for Tract #4486-1 (except parcels D & E) and Tract #4486-2.

Local Transportation TDA Article 3 Fund - This fund is set aside for bicycle and pedestrian facilities.

NPDES Storm Water Quality Fund - This fund is only for use in relation to storm water quality.

Beverage Container Recycling Fund - This fund is used to account for the recycling program state grants.

Cable Television Fund - This fund is used to account for cable television fees.

Stormwater Program Fund - This fund is used to account for storm water program activities.

GHAD-GEO Hazardous Abatement District Fund - This fund is used to account for the Geological Hazard Abatement District #5606.

State Gas Tax Special Revenue Fund - This fund accounts for the State Gas Tax funds that are restricted for street related projects.

State Grants Fund - This fund is used to account for state grant activities.

Federal Grants Fund - This fund is used to account for federal grant activities.

Capital Project Funds

Inclusionary Housing Ordinance Improvement - This fund is used to account for developers fees collected to be used for future Inclusionary Housing Ordinance Implementation Programs.

Traffic Impact Fees Fund - This fund is used to account for developers fees collected to be used for traffic related projects. This fund is legally restricted to capital acquisition or related debt service.

DRAFT
Subject To Change

Capital Project Funds (continued)

Air Quality Impact Fee - This fund is used to account for developers fees collected to be used for air quality management.

Park Bond Grant Fund - This fund is used to account for grant funds received to be used for parks.

Federal STP Grant - This fund is used to account for grant funds restricted for street purposes.

Facilities Capital Projects Fund - This fund is used to account for developers fees collected to be used for facility expansion projects.

Permanent Funds

Community Center Endowment Fund - This fund is used to account for principal trust amounts received and related investment earnings. Investment earnings may be used to support the Center.

Museum Endowment Fund - This fund is used to account for principal trust amounts received and related investment earnings. Investment earnings may be used to support the Museum.

Harding Park Trust Fund - This fund is used to account for principal trust amounts received and related investment earnings. Investment earnings may be used to support the Harding Park Trust Fund subject to the approval of the Harding Park Advisory Committee.

DRAFT
Subject To Change

This page left intentionally blank.

DRAFT
Subject To Change

City of Santa Paula

Combined Balance Sheet
Nonmajor Governmental Funds
June 30, 2024

	Special Revenue	Capital Projects	Permanent Funds	Total
ASSETS				
Cash and investments	$14,561,532	$ 7,019,199	$ 1,138,933	$22,719,664
Receivables				
Accounts and interest	475,837	70,878	9,833	556,548
Loans receivable	329,500	-	-	329,500
Prepaids	372	-	-	372
Total Assets	$15,367,241	$ 7,090,077	$ 1,148,766	$23,606,084
LIABILITIES				
Accounts payable and accrued liabilities	$ 368,846	$ 7,181	$ 26,701	$ 402,728
Due to other funds	222,556	4,961	-	227,517
Total Liabilities	591,402	12,142	26,701	630,245
FUND BALANCE (DEFICIT)				
Nonspendable	372	-	889,643	890,015
Restricted	15,006,930	7,083,364	232,422	22,322,716
Unassigned	(231,463)	(5,429)	-	(236,892)
Total Fund Balances	14,775,839	7,077,935	1,122,065	22,975,839
Total Liabilties and Fund Balances	$15,367,241	$ 7,090,077	$ 1,148,766	$23,606,084

DRAFT
Subject To Change

Combining Balance Sheet
Nonmajor Special Revenue Funds
June 30, 2024

	Mobile Home Rent Review	Local Transportation TDA	CA Oil Museum	Hillsborough Open Space Assessment
ASSETS				
Cash and investments	$ -	$ 1,769,973	$ 2,039,543	$ 33,930
Receivables				
Accounts and interest	93	12,837	11,048	149
Loans receivable	-	-	-	-
Prepaids	-	-	-	-
Total Assets	$ 93	$ 1,782,810	$ 2,050,591	$ 34,079
LIABILITIES				
Accounts payable and accrued liabilities	$ -	$ 4,472	$ 8	$ 575
Due to other funds	66,617	-	2	-
Total Liabilities	66,617	4,472	10	575
FUND BALANCE (DEFICIT)				
Nonspendable	-	-	-	-
Restricted	-	1,778,338	2,050,581	33,504
Unassigned	(66,524)	-	-	-
Total Fund Balances	(66,524)	1,778,338	2,050,581	33,504
Total Liabilities and Fund Balances	$ 93	$ 1,782,810	$ 2,050,591	$ 34,079

DRAFT
Subject To Change

(Continued)

Local Transportation TDA Article 3	NPDES Storm Water Quality	Beverage Container Recycling	Cable Television	Stormwater Program	GHAD-GEO Hazardous Abatement Dist.
$ 1,557,835	$ -	$ 145,209	$ 200,097	$ 345,044	$ 698,183
9,254	-	519	13,873	112,681	6,725
-	-	-	-	-	-
-	-	-	-	-	-
$ 1,567,089	$ -	$ 145,728	$ 213,970	$ 457,725	$ 704,908
$ 1,022	$ 9,002	$ -	$ 4,918	$ 2,829	$ 10,067
-	155,937	-	-	-	-
1,022	164,939	-	4,918	2,829	10,067
-	-	-	-	-	-
1,566,067	-	145,728	209,052	454,896	694,841
-	(164,939)	-	-	-	-
1,566,067	(164,939)	145,728	209,052	454,896	694,841
$ 1,567,089	$ -	$ 145,728	$ 213,970	$ 457,725	$ 704,908

DRAFT
Subject To Change

Combining Balance Sheet
Nonmajor Special Revenue Funds
June 30, 2024 **(Concluded)**

	State Gas Tax	State Grants	(Formely major) Federal Grants	Total
ASSETS				
Cash and investments	$ 2,704,344	$ 819,858	$ 4,247,516	$ 14,561,532
Receivables				
Accounts and interest	267,482	7,092	34,084	475,837
Loans receivable	-	216,564	112,936	329,500
Prepaids	-	-	372	372
Total Assets	$ 2,971,826	$ 1,043,514	$ 4,394,908	$ 15,367,241
LIABILITIES				
Accounts payable and accrued liabilities	$ 158,135	$ 73,319	$ 104,499	$ 368,846
Due to other funds	-	-	-	222,556
Total Liabilities	158,135	73,319	104,499	591,402
FUND BALANCE (DEFICIT)				
Nonspendable	-	-	372	372
Restricted	2,813,691	970,195	4,290,037	15,006,930
Unassigned	-	-	-	(231,463)
Total Fund Balances	2,813,691	970,195	4,290,409	14,775,839
Total Liabilities and Fund Balances	$ 2,971,826	$ 1,043,514	$ 4,394,908	$ 15,367,241

DRAFT
Subject To Change

Combining Balance Sheet
Nonmajor Capital Projects Funds
June 30, 2024

	Inclusionary Housing Ordinance Improvement	Traffic Impact Fees	Air Quality Impact Fee	Park Bond Grant
ASSETS				
Cash and investments	$ 1,941,368	$ 1,009,639	$ 2,254	$ -
Receivables:				
Accounts and interest	15,923	7,543	16	-
Total Assets	$ 1,957,291	$ 1,017,182	$ 2,270	$ -
LIABILITIES				
Accounts payable and accrued liabilities	$ -	$ -	$ -	$ 468
Due to other funds	-	-	-	2,295
Total Liabilities	-	-	-	2,763
FUND BALANCE (DEFICIT)				
Restricted	1,957,291	1,017,182	2,270	-
Unassigned	-	-	-	(2,763)
Total Fund Balances	1,957,291	1,017,182	2,270	(2,763)
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$ 1,957,291	$ 1,017,182	$ 2,270	$ -

DRAFT
Subject To Change

Federal STP Grant	(Formely major) Facility Capital Projects	Total
$ -	$ 4,065,938	$ 7,019,199
-	47,396	70,878
$ -	$ 4,113,334	$ 7,090,077
$ -	$ 6,713	$ 7,181
2,666	-	4,961
2,666	6,713	12,142
-	4,106,621	7,083,364
(2,666)	-	(5,429)
(2,666)	4,106,621	7,077,935
$ -	$ 4,113,334	$ 7,090,077

DRAFT
Subject To Change

Combining Balance Sheet
Nonmajor Permanent Funds
June 30, 2024

	Community Center Endowment	Museum Endowment	Harding Park Trust	Total
ASSETS				
Cash and investments	$ 651,956	$ 231,233	$ 255,744	$ 1,138,933
Receivables				
Accounts and interest	4,760	1,694	3,379	9,833
Total Assets	$ 656,716	$ 232,927	$ 259,123	$ 1,148,766
LIABILITIES				
Accounts payable and accrued liabilities	$ -	$ -	$ 26,701	$ 26,701
Total Liabilities	-	-	26,701	26,701
FUND BALANCE				
Nonspendable	656,716	232,927	-	889,643
Restricted	-	-	232,422	232,422
Total Fund Balances	656,716	232,927	232,422	1,122,065
Total Liabilities and Fund Balances	$ 656,716	$ 232,927	$ 259,123	$ 1,148,766

DRAFT
Subject To Change

This page left intentionally blank

DRAFT
Subject To Change

Combined Statement of Revenues, Expenditures and Changes in Fund Balance
Nonmajor Governmental Funds
For the Year Ended June 30, 2024

	Special Revenue	Capital Projects	Permanent Funds	Total
REVENUES				
Taxes	$ 30,910	$ 336,747	$ -	$ 367,657
Intergovernmental	3,516,993	-	-	3,516,993
Charges for services	2,526,040	-	186,536	2,712,576
Investment earnings	574,196	455,792	55,156	1,085,144
Other revenues	6,270	-	3,720	9,990
Total Revenues	6,654,409	792,539	245,412	7,692,360
EXPENDITURES				
General government	182,859	114,828	-	297,687
Community services	134,109	1,000,701	159,324	1,294,134
Financial services	31,833	-	-	31,833
Planning	259,364	-	-	259,364
Police	70,572	-	-	70,572
Public works	2,026,477	238,462	-	2,264,939
Total Expenditures	2,705,214	1,353,991	159,324	4,218,529
Excess (Deficiency) of Revenues Over Expenditures	3,949,195	(561,452)	86,088	3,473,831
OTHER FINANCING SOURCES (USES)				
Transfers in	440,806	-	-	440,806
Transfer out	(416,369)	-	-	(416,369)
Total Other Financing Sources (Uses)	24,437	-	-	24,437
Net Change in Fund Balances	3,973,632	(561,452)	86,088	3,498,268
Fund Balances (Deficit), Beginning, as previously reported	5,728,696	3,767,701	1,035,977	10,532,374
Change within financial reporting entity (major to non-major)	5,073,511	3,871,686	-	8,945,197
Fund Balances (Deficit), Beginning, as restated	10,802,207	7,639,387	1,035,977	19,477,571
Fund Balances, Ending	$ 14,775,839	$ 7,077,935	$ 1,122,065	$22,975,839

DRAFT
Subject To Change

Combining Statement of Revenues, Expenditures and Changes in Fund Balance
Nonmajor Special Revenue Funds
For the Year Ended June 30, 2024

	Mobile Home Rent Review	Local Transportation TDA	CA Oil Museum	Hillsborough Open Space Assessment
REVENUES				
Taxes	$ -	$ -	$ -	$ 10,534
Intergovernmental	-	1,063,430	-	-
Charges for services	17,233	-	2,000,000	-
Investment earnings	207	78,476	63,312	1,503
Other revenues	-	-	-	-
Total Revenues	17,440	1,141,906	2,063,312	12,037
EXPENDITURES				
General government	-	-	-	-
Community services	-	-	-	-
Financial services	-	-	-	-
Planning	-	-	-	-
Police	-	-	-	-
Public works	-	81,976	-	6,286
Total Expenditures	-	81,976	-	6,286
Excess (Deficiency) of Revenues Over Expenditures	17,440	1,059,930	2,063,312	5,751
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfer out	-	(416,369)	-	-
Total Other Financing Sources (Uses)	-	(416,369)	-	-
Net Change in Fund Balances	17,440	643,561	2,063,312	5,751
Fund Balances (Deficit), Beginning, as previously reported	(83,964)	1,134,777	(12,731)	27,753
Change within financial reporting entity (major to non-major)	-	-	-	-
Fund Balances (Deficit), Beginning, as restated	(83,964)	1,134,777	(12,731)	27,753
Fund Balances (Deficit), Ending	$ (66,524)	$ 1,778,338	$ 2,050,581	$ 33,504

DRAFT
Subject To Change

(Continued)

Local Transportation TDA Article 3	NPDES Storm Water Quality	Beverage Container Recycling	Cable Television	Stormwater Program	GHAD-GEO Hazardous Abatement Dist.
$ -	$ 20,376	$ -	$ -	$ -	$ -
61,811	-	97,680	-	-	-
-	-	-	38,063	304,135	93,894
19,409	(1,161)	3,977	8,082	4,374	32,305
-	-	-	-	-	-
81,220	19,215	101,657	46,145	308,509	126,199
-	-	-	33,006	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
1,267	117,244	9,204	-	67,441	37,831
1,267	117,244	9,204	33,006	67,441	37,831
79,953	(98,029)	92,453	13,139	241,068	88,368
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
79,953	(98,029)	92,453	13,139	241,068	88,368
1,486,114	(66,910)	53,275	195,913	213,828	606,473
-	-	-	-	-	-
1,486,114	(66,910)	53,275	195,913	213,828	606,473
$ 1,566,067	$ (164,939)	$ 145,728	$ 209,052	$ 454,896	$ 694,841

DRAFT
Subject To Change

Combining Statement of Revenues, Expenditures and Changes in Fund Balance
Nonmajor Special Revenue Funds
For the Year Ended June 30, 2024

	State Gas Tax	State Grant	Federal Grant	Total
REVENUES				
Taxes	$ -	$ -	$ -	$ 30,910
Intergovernmental	1,685,469	469,431	139,172	3,516,993
Charges for services	72,715	-	-	2,526,040
Investment earnings	96,351	35,799	231,562	574,196
Other revenues	-	-	6,270	6,270
Total Revenues	1,854,535	505,230	377,004	6,654,409
EXPENDITURES				
General government	-	-	149,853	182,859
Community services	-	-	134,109	134,109
Financial services	26,343	-	5,490	31,833
Planning	-	240,500	18,864	259,364
Police	-	4,979	65,593	70,572
Public works	887,681	31,350	786,197	2,026,477
Total Expenditures	914,024	276,829	1,160,106	2,705,214
Excess (Deficiency) of Revenues Over Expenditures	940,511	228,401	(783,102)	3,949,195
OTHER FINANCING SOURCES (USES)				
Transfers in	440,806	-	-	440,806
Transfer out	-	-	-	(416,369)
Total Other Financing Sources (Uses)	440,806	-	-	24,437
Net Change in Fund Balances	1,381,317	228,401	(783,102)	3,973,632
Fund Balances (Deficit), Beginning, as previously reported	1,432,374	741,794	-	5,728,696
Change within financial reporting entity (major to non-major)	-	-	5,073,511	5,073,511
Fund Balances (Deficit), Beginning, as restated	1,432,374	741,794	5,073,511	10,802,207
Fund Balances (Deficit), Ending	$ 2,813,691	$ 970,195	$ 4,290,409	$ 14,775,839

DRAFT
Subject To Change

Combining Statement of Revenues, Expenditures and Changes in Fund Balance
Nonmajor Capital Project Funds
For the Year Ended June 30, 2024

	Inclusionary Housing Ordinance	Traffic Impact Fees	Air Quality Impact Fee	Park Bond Grant
REVENUES				
Taxes	$ -	$ 18,902	$ -	$ -
Investment earnings	113,156	50,554	110	8
Total Revenues	113,156	69,456	110	8
EXPENDITURES				
General government	-	45,940	-	-
Community services	933,167	-	-	-
Public works	-	-	-	-
Total Expenditures	933,167	45,940	-	-
Net Change in Fund Balances	(820,011)	23,516	110	8
Fund Balances (Deficit), Beginning, as previously reported	2,777,302	993,666	2,160	(2,771)
Change within financial reporting entity (major to non-major)	-	-	-	-
Fund Balances (Deficit), Beginning, as restated	2,777,302	993,666	2,160	(2,771)
Fund Balances (Deficit), Ending	$ 1,957,291	$ 1,017,182	$ 2,270	$ (2,763)

DRAFT
Subject To Change

Federal STP Grant	(Formely major) Facility Capital Projects	Total
$ -	$ 317,845	$ 336,747
(10)	291,974	455,792
(10)	609,819	792,539
-	68,888	114,828
-	67,534	1,000,701
-	238,462	238,462
-	374,884	1,353,991
(10)	234,935	(561,452)
(2,656)	-	3,767,701
-	3,871,686	3,871,686
(2,656)	3,871,686	7,639,387
$ (2,666)	$ 4,106,621	$ 7,077,935

DRAFT
Subject To Change

Combining Statement of Revenues, Expenditures and Changes in Fund Balance
Nonmajor Permanent Funds
For the Year Ended June 30, 2024

	Community Center Endowment	Museum Endowment	Harding Park Trust	Total
REVENUES				
Charges for services	$ -	$ -	$ 186,536	$ 186,536
Investment earnings	31,804	11,289	12,063	55,156
Other revenues	3,720	-	-	3,720
Total Revenues	35,524	11,289	198,599	245,412
EXPENDITURES				
Community services	-	-	159,324	159,324
Total Expenditures	-	-	159,324	159,324
Net Change in Fund Balances	35,524	11,289	39,275	86,088
Fund Balances, Beginning	621,192	221,638	193,147	1,035,977
Fund Balances, Ending	$ 656,716	$ 232,927	$ 232,422	$ 1,122,065

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Donald Aguilar, Police Chief

Subject: SCHOOL RESOURCE OFFFICER CONTRACT WITH SANTA PAULA UNIFIED SCHOOL DISTRICT

Prepared by: Police Chief Don Aguilar

Date: September 17, 2025

Agenda Item: 10.F

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute the School Resource Officer (SRO) MOU with the Santa Paula Unified School District (SPUSD).

BACKGROUND:

The Santa Paula Unified School District (SPUSD) has reached out to the City of Santa Paula to facilitate a SRO agreement for an officer at Isbell Middle School and Santa Paula High School. In this partnership, the SPUSD is funding the services of the Resource Officers based on the days they are committed to the District.

For several years, the City of Santa Paula and the SPUSD have agreed for two police officers to act as SRO's on school campuses. In this capacity, the SRO's are generally responsible for law enforcement, safety, and discipline on school district properties including Santa Paula High School, Isbell Middle School, Renaissance High School and the six (6) elementary schools as needed. In past agreements, it has been established that providing Santa Paula Police Department SRO's have provided useful and practical services that has helped reduce the demands for regular law enforcement services within the City, and it has also decreased response times for calls on school campuses. It has also been noted that the presence of SRO's provides enhanced safety and a valuable resource to students and school staff.

In this capacity, SRO's work with school administrators in providing prevention programs on focused areas of need, establishing guidance on reducing bullying at schools, and implement emergency and crisis planning in the form of drills, tabletop exercises, and handling other law enforcement related matters. In their regular duties, SRO's meet with school administrators; make themselves visible on campuses; build relationships with school staff, students, parents and parent groups; conduct site visits for the various schools within the District; perform home visits as needed; and provide information to the District regarding threat assessment of

students.

ANALYSIS:

In order to move forward with the partnership, the Santa Paula Unified School District has produced an MOU (Exhibit A) with the Santa Paula Police Department for the 2025 school year. The MOU is good for one school year, including summer school.

The program will fund two SRO's. One SRO will be assigned to Isbell Middle School and one SRO will be assigned to Santa Paula High School during the regular school year. For summer school, one SRO will be assigned. This is part of an ongoing arrangement which has transpired with annual agreements over the course of the several years.

STRATEGIC PLAN:

This item supports the 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:

The estimated revenue from the agreement with the school district is $ 251,224 for the two positions at 180 days, plus 25 summer school days. This amount may change depending on the officers assigned to the SRO duty.

OPTIONS:

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

1. Do not approve the agreement for School Resource Officers between the Santa Paula Police Department and the Santa Paula Unified School District.
2. Provide staff with further direction.

ATTACHMENTS:

SRO Contract with SPUSD 2025

AGREEMENT FOR SCHOOL RESOURCE OFFICER BETWEEN

THE CITY OF SANTA PAULA AND

THE SANTA PAULA UNIFIED SCHOOL DISTRICT

(2025-2026 Academic School Year)

This AGREEMENT FOR SCHOOL RESOURCES OFFICER ("Agreement") is entered into this 17th day of September, 2025, by and between the CITY OF SANTA PAULA ("CITY"), a municipal corporation and general law city and the SANTA PAULA UNIFIED SCHOOL DISTRICT ("DISTRICT"), a public school district organized pursuant to provisions of the California Education Code. CITY and DISTRICT may be referred to in this Agreement individually as a "Party" or collectively as "Parties."

l. RECITALS. This Agreement is entered into with reference to the following facts and objectives:

A. The CITY and DISTRICT agree to collaborate by co-locating police officers to act as School Resources Officers (SROs) with responsibility for law enforcement, safety, and discipline on DISTRICT's properties, among other services.

B. CITY has been providing SRO services to DISTRICT since August 11, 2025, the start of the 2025-2026 Academic School Year.

C. CITY believes that providing SRO services helps reduce the overall demands for law enforcement within CITY's jurisdiction and also decreases response times for calls to DISTRICT's properties.

D. DISTRICT finds that the presence of SROs increases security and provides DISTRICT's students with a valuable resource.

E. Both Parties therefore believe it is in the public interest to enter into this Agreement to protect the public health, safety, and welfare and agree to the terms set forth herein.

2. CITY'S RESPONSIBILITIES.

A. During the period specified in Subsection F, below, CITY agrees to assign two (2) police officers as SROs for DISTRICT during the school year, and one (1) SRO during Summer School. The SROs will be primarily responsible for law enforcement activities on DISTRICT's property, but will remain CITY's employee and subject to the command structure of CITY's police department.

B. CITY will ensure that the SROs are properly equipped in accordance with CITY's police department regulations.

C. CITY will be responsible for administering (but not the costs of) the SROs' compensation.

D. CITY agrees that the SROs assigned to DISTRICT will be able to perform the following additional functions:

i. Able to work with DISTRICT's students and personnel including, without limitation, DISTRICT's private security;

ii. Able to make presentations regarding law enforcement to various interested groups including, without limitation, students, faculty, parents, community business owners, and DISTRICT's administrators;

iii. Become familiar with DISTRICT's classroom teaching methods and management strategies;

iv. Participate in counseling "at risk" students and their parents in cooperation with DISTRICT's counselors;

v. Participate as an active member of the District's School Attendance Review Board, and Expulsion Hearings, as requested.

vi. Work with school administrators, counselors and teachers in the implementation of violence prevention programs, drug/tobacco abuse/use prevention programs, activities designed to reduce bullying at school, emergency and crisis planning and other educational and law enforcement related matters.

vii. Meet regularly with school administrators to plan regular activities and schedules.

viii. Be visible on campuses, building working relationships with school staff, students, parents, and parent groups.

ix. On an as needed basis, conduct site visits at various schools within the district.

x. Perform home visits as needed.

xi. Provide information to the District regarding threat assessment of students.

E. The CITY will make the SROs available during school hours ordinarily between 7:30 a.m. and 3:30 p.m. or 8:00 a.m. to 4:00 p.m. In addition, DISTRICT may request the SRO's presence on occasion during the evening in the event of evening programs.

F. During those times that DISTRICT does not have school in session (example: Winter and Summer breaks), CITY may assign the SROs to perform other police work that may, or may not, be associated with DISTRICT activities.

G. The City or its police department may reassign SROs as necessary to ensure public safety or other circumstances deemed necessary, such as court appearances, staff shortage, emergency circumstances.

H. The services of the SROs will begin in August 2025 at the start of the 2025-2026 School Year, and be provided on days school is in session through September 2026 including during the Summer School session when one SRO will be assigned.

I. Unless specified otherwise in this Agreement, the CITY's Chief of Police shall have the primary administrative responsibility under this Agreement for the CITY. The Chief of Police or his/her designee shall consult with the DISTRICT Superintendent, or his or her designee, on matters that pertain to this Agreement.

Any complaint or allegations of misconduct involving or against the Officer arising out of the performance of this Agreement shall be reported directly to the Chief of Police and shall be handled in accordance with the CITY's internal policies, procedures, and practices.

3. DISTRICT'S RESPONSIBILITIES.

A. CITY COMPENSATION.

i. *Regular School Year*. DISTRICT will pay the fully burdened costs of the two (2) SROs for the regular School Year based on the days they are committed to the District. The billing will be based on the fully burdened cost of the employee to the City, divided by 246 work days (260 paid days, less 14 holidays) to calculate an average daily rate. The daily rate will then be multiplied by 180 school days, the days the officers will be present at the school.

Fully Burdened Cost / 246 days = Average Daily Rate

Average Daily Rate x 180 academic days = School District Annual amount

Annual Amount / 12 months = Monthly Billed amount

The estimated Fiscal Year cost for two positions is approximately $251,224. The amount is subject to change based on the Officer filling the position.

ii. *Summer School*. The District is responsible for the cost of one SRO for 25 days of Summer School. The amount is subject to change based on the Officer filling the position.

iii. CITY will invoice the DISTRICT by the 15th day of each month for the SROs' services for the previous month. The District will pay the invoice within thirty days (30) of the receipt.

iv. In the event of any question or dispute on the amount, DISTRICT will notify the CITY within fifteen (15) days, and CITY will respond within fifteen (15) days of the receipt of the inquiry to the DISTRICT per the contact information in section 14, below.

B. DISTRICT will provide each SRO with an appropriate working space and supplies to perform the SRO's duties at Santa Paula High School and Isbell Middle School sites.

C. DISTRICT agrees to modify the weekly schedule of the SROs as needed to ensure that no overtime expenditures are associated with this position. DISTRICT will notify the SROs at least three (3) days in advance if any schedule modifications are needed for a special program or event. A City police department commander and the District must approve any overtime relating to the SRO's duties that are within the scope of the SRO position.

4. PRIVACY RIGHTS. This Agreement anticipates that CITY may have access to records concerning minors whose records are protected from disclosure by various provisions of California law (including, without limitation, Welfare & Institutions Code § 827). Accordingly, CITY agrees that it will use its best efforts to secure all student records and prevent their disclosure to the extent provided by applicable law.

5. CONFIDENTIALITY. DISTRICT understands and agrees that CITY cannot share information gathered in furtherance of criminal investigations; crime reports; and other, similar matters. Applicable law requires that such information be kept confidential.

6. PUBLIC RECORDS ACT. The Parties acknowledge that they are public entities subject to the Public Records Act (Government Code §§ 7920-7931) and that this Agreement, and documents ancillary to this Agreement, must generally be disclosed upon request. However, the Parties agree that student records are specifically excluded from disclosure under Government Code §§ 7927.7, 7927.705, 7930.195, and 7930.2. Accordingly, the Parties agree that such records will not be released except as otherwise provided by law.

7. TERM. The term of this Agreement will be from the start of the Regular School Year through the end of Summer School according to the DISTRICT's 2025-2026 School Year Calendar, unless terminated earlier pursuant to Section 8 of this Agreement.

8. TERMINATION. Except as otherwise provided, the Parties may terminate this Agreement at any time with or without cause. DISTRICT will pay CITY on a pro-rated basis for all services rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this Agreement that were not previously reimbursed up to the date of termination. CITY will provide all necessary documentation of services rendered to the District under this Agreement

including but not limited to: time sheets for SROs, logs or service records for educational or tobacco enforcement activities, and any documents needed as verification of service.

9. OWNERSHIP OF DOCUMENTS. All documents, data, studies, and reports prepared by DISTRICT relating to this Agreement are DISTRICT'S property. DISTRICT will provide copies of said documents and materials to the CITY as requested, but will retain all original materials.

10. INDEMNIFICATION.

A. To the fullest extent permitted by law, DISTRICT hereby agrees to and shall indemnify, defend, and hold CITY, its elective and appointive boards, officers, agents, volunteers, and employees harmless for any and all claims, actions, losses, liability or damages or claims for damages for personal injury, including death, as well as from claims from breach of confidentiality or property damage, which may arise from DISTRICT'S negligent or intentional acts, errors or omissions under this Agreement, except where such indemnification is prohibited by law.

B. To the fullest extent permitted by law, CITY hereby agrees to and shall indemnify, defend, and hold DISTRICT, its elective and appointive boards, officers, agents, volunteers, and employees harmless for any and all claims, actions, losses, liability or damages or claims for damages for personal injury, including death, as well as from claims from breach of confidentiality or property damage, which may arise from CITY'S negligent or intentional acts, errors or omissions under this Agreement, except where such indemnification is prohibited by law.

C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

11. INSURANCE. The Parties shall each maintain adequate insurance coverage for the activities contemplated herein for the duration of this Agreement. Each Party may utilize a program of self-insurance to meet the insurance requirements of this Agreement.

12. ASSIGNABILITY. DISTRICT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

13. AUDIT OF RECORDS. Both the CITY and DISTRICT will maintain full and accurate records with respect to all services and matters covered under this Agreement. Both will have access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. Both the CITY and DISTRICT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

14. NOTICES. All communications to either Party by the other Party will be deemed made when received by such party at its respective name and address as follows:

If to DISTRICT:	If to CITY:
Superintendent	City Manager

Santa Paula Unified School District	City of Santa Paula
201 South Steckel Drive	P.O. Box 569
Santa Paula, CA 93060	Santa Paula, CA 93061-0569

Any such written communications by mail will be conclusively deemed to have been received by the addressee two days after deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

15. INTERPRETATION; VENUE. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Ventura County.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the Parties with respect to the matters set forth above and supersedes all prior or contemporaneous understanding or agreements between the Parties with respect to the subject matter, whether oral or written.

17. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

18. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

19. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

20. RELATIONSHIP OF PARTIES. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or any other similar arrangement between the Parties . No Party to this Agreement shall be deemed to be a representative, an agent, or an employee of the other Party.

21. NO THIRD-PARTY BENEFICIARIES. This Agreement and the performance of the Parties' obligations hereunder are for the sole and exclusive benefit of the PARTIES. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either PARTY hereunder as a result of a Party's performance or non-performance of its responsibilities under this Agreement.

22. ACCEPTANCE OF FACSIMILE SIGNATURES. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

23. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed WILL irrespective of the date of its execution of delivery be deemed an original, and all such counterparts together constitute one and the same instrument.

24. CITY COUNCIL APPROVAL. This Agreement is subject to and conditioned upon approval and ratification by the Santa Paula City Council. This Agreement is not binding upon the City until executed by the appropriate City official(s) acting in their authorized capacity.

25. SCHOOL DISTRICT GOVERNING BOARD APPROVAL. This Agreement is subject to and conditioned upon approval and ratification by the Governing Board of Trustees of the Santa Paula Unified School District. This Agreement is not binding upon the DISTRICT until executed by the appropriate DISTRICT official, acting in the authorized capacity.

26. TIME IS OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

27. STATEMENT OF EXPERIENCE. By executing this Agreement, DISTRICT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. DISTRICT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that DISTRICT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

[Signatures on Next Page]

SIGNATURE PAGE TO
AGREEMENT FOR SCHOOL RESOURCE OFFICER BETWEEN
THE CITY OF SANTA PAULA AND
THE SANTA PAULA UNIFIED SCHOOL DISTRICT

IN WITNESS WHEREOF the Parties hereto have executed this contract the day and year first hereinabove written.

CITY OF SANTA PAULA	SANTA PAULA UNIFIED SCHOOL DISTRICT
_____	_____
Dan Singer, City Manager	SUPERINTENDENT

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, City Attorney

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: CITY LEASE AGREEMENT WITH THE MENDOCINO RAILWAY FOR USE OF 200 NORTH 10TH STREET (TRAIN DEPOT) FOR OFFICE PURPOSES

Date: September 17, 2025

Agenda Item: 10.G

RECOMMENDATION:

Staff recommends that the City Council:
1. Approve a five-year lease agreement with option to extend an additional five-years between the City and the Mendocino Railway for 1,665 square feet of commercial property at 200 North 10th Street (the Train Depot); and
3. Authorize the City Manager, or designee, to execute the agreement in a form approved by the City Attorney.

BACKGROUND:

The City is seeking to enter into a lease agreement with the Mendocino Railway for use of the Railroad Depot at 200 North 10th Street. Under this arrangement, Mendocino intends to lease a portion of the Train Depot comprised of the east office space, lobby and upstairs office space (1,665 square feet). The leased area will not include: a) the grounds and property located outside of the space previously described, b) the community meeting room located on the west side of the property, and c) the foyer space in the middle of the property currently occupied by an existing tenant (the existing lease of the foyer space expires November 2025 and if the tenant does not renew Mendocino will have first right of refusal on lease of the foyer space).

ANALYSIS:

The Train Deport has previously been leased to the Santa Paula Arts Society (since 2001) and the Chamber of Commerce (since 2015) for an amount of one dollar ($1.00) per year, per tenant. At the City's request, the Chamber has vacated the space and relocated to the Odd Fellows building at 866 East Main Street. With the upcoming expiration of the Santa Paula Arts Society lease, staff will begin discussions with their organizations on their future intentions.
In accordance with the proposed lease, the Mendocino Railway must obtain prior approval from the City's Parks and Recreation Department if it requests use of the Train Depot's

community room before scheduling any event. City will approve use of the community room, if it has not been reserved. The Mendocino Railway will also be responsible for cleaning the community room after any event and replacing any used supplies.
The proposed monthly rent for the space will be Two-Thousand Five Hundred and Fifty-One Dollars ($2,551) which will increase every two years by the lesser of three percent (3%) above the previous year's rent or the percentage increase in the U.S. Consumer Price Index for All Urban Consumers (CPI-U). The term of the lease will be five (5) years commencing on the 1st day of October 2025, subject to the terms and conditions of this Lease ("Term"). The lease may be extended for an additional five (5) years, through June 30, 2035,upon mutual agreement.
The lease provides that Mendocino may or will do the following:

- With the exception of approved signage, will not erect any exterior antennas or roof equipment without prior written consent from the city.
- Will be responsible for keeping the premises' exterior (doorways, rear entrance, porch, steps, loading area) free and clear of trash, garbage, boxes, cleaning equipment and supplies, and other personal property.
- May use the kitchenette area when the room is not in use.
- Will need to provide maintenance for the restrooms in the depot and pay all utilities.
- Will clean the restrooms in rail road plaza park during operating hours; and they will remain available for the use of the general public, not for their sole use.
- Will provide the city access to Wi-Fi and electricity.
- Will provide the city access to install and maintain exterior decorative lights and, in addition, access to decorate the depot every year at the holidays (Nov-early Jan) .

STRATEGIC PLAN:

None

FISCAL IMPACTS:

The lease agreement will result in annual lease payments of $30,612 and will increase every two years by the lesser of either three percent (3%) above the previous year's rent or the percentage increase in the U.S. Consumer Price Index for All Urban Consumers (CPI-U). This revenue has been included in the adopted FY 25/26 and FY 26/27 Budget.
The payments will provide revenue to the General Fund and help to offset costs of maintenance and improvements for the Train Depot.

OPTIONS:

1. Do not approve the lease.
2. Provide alternative direction to staff regarding tenant use and lease terms.

ATTACHMENTS:

A - Train Depot Lease w Mendocino 091025

PARCEL NO.: 103-0-076-015

PROJECT: Lease of Property at 200 N. 10th Street, Santa Paula

City AGREEMENT NO.:_____

LEASE AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND MENDOCINO RAILWAY DBA THE SUNBURST TRAIN

This lease ("Lease") is entered into on October 1, 2025 ("Effective Date") by and between City of Santa Paula, a California municipal corporation ("LANDLORD" or "CITY"), and Mendocino Railway, a California corporation ("LESSEE").

RECITALS. This Lease is made with reference to the following facts and objectives:

A. The CITY owns the real property located at 200 North l0th Street, Santa Paula, CA 93060 (the "**Property**"), a depiction of which is attached to this Lease as Exhibit "A". The Property is described by Assessor Parcel Number: 103-0-076-015.

B. The Property is improved with a train depot ("**Train Depot**"). The Property is also located within the Open Space Parks and Recreation Zone.

C. The LESSEE desires to lease a portion of the Train Depot comprised of the east office space, lobby and upstairs office space (1,665 square feet).

D. The CITY and LESSEE now desire to enter this Lease according to the terms set forth herein.

1. LEASE; DESCRIPTION OF PROPERTY; RIGHT OF FIRST REFUSAL. LANDLORD leases to LESSEE a portion of the Train Depot ("**Leased Area**") on the terms and conditions of this Lease. The Leased Area is approximately 1,665 square feet and is comprised of the east office space, lobby, and upstairs office space. The Leased Area is depicted on the attached Exhibit "B", which is incorporated by this reference. The Leased Area shall not include:

A. The grounds of the Property;
B. The community meeting room located on the west side of the Train Depot, and
C. The foyer space in the middle of the Train Depot that is currently leased by the Santa Paula Arts Society. Should the Santa Paula Arts Society not renew the lease, which expires November 2025, LESSEE will have the right of first refusal to lease the space from LANDLORD.

2. RENT. LESSEE shall pay LANDLORD rent in the amount of Two Thousand Five Hundred and Fifty-One Dollars ($2,551) per month in advance on or before the 1st day of each month, commencing October 1, 2025 ("**Rent**"). Rent shall be paid to LANDLORD at the address specified in this Lease for delivery of notices on LANDLORD, or at any other place designated by LANDLORD by written notice to LESSEE.

3. BIANNUAL ADJUSTMENT TO RENT. The Rent will increase every two years, the second year referred to hereafter as the "**Adjustment Year**", by the lesser of (1) three percent (3%) above the previous years' rent or (2) the percentage increase in the U.S. Consumer Price Index for All Urban Consumers (CPI-U), West Region, as published by Bureau of Labor Statistics in June of the Adjustment Year. The first increase occurs on October 1, 2027. In no event shall the annual rent decrease. LANDLORD shall provide LESSEE with written notice of the adjusted rent, including CPI calcluations, at least ninety (90) days prior to the effective date of the adjusted rent.

4. TERM.

A. Term. This Lease is for a term of five (5) years commencing on the 1st day of October, 2025, subject to the terms and conditions of this Lease ("**Term**").

B. Extension Option. LESSEE, if in compliance with this Lease, may extend the Lease for an additional five (5) years, through September 30, 2035, by delivering written notice via certified mail to LANDLORD by March 1, 2030.

C. Holdover. Holding over by LESSEE at the expiration of this Lease, or any extension thereof, with the consent of LANDLORD, shall be treated as month-to-month tenancy, with rent to be paid at the same monthly rate that was in effect during the month before the expiration of the Lease or any extension thereof, subject to all Lease terms and terminable by either party with thirty (30) days' written notice.

D. Late Charges: If rent is more than ten (10) days late, or a check is returned for Non-Sufficient Funds ("**NSF**"), LESSEE shall pay a late charge of $125.00 and a $25 NSF fee (only if LANDLORD is charged NSF fee by its bank), plus interest at 10% per annum on the past due amount(s) which LESSEE shall promptly pay to LANDLORD on demand. Acceptance of a payment more than ten (10) days late, or acceptance of any late charge, NSF fee, or interest, does not constitute a waiver of any amount due under this Lease.

5. USE OF PROPERTY. LESSEE shall use the Leased Area exclusively for purposes of an office, visitor center and related incidental activities, and with LANDLORD'S approval per Section 19, for subleases for office, visitor center, and community services uses. LANDLORD represents that the Premises are legally adequate for such uses as of the Effective Date. LESSEE shall comply with all City, County, State and Federal laws and LANDLORD shall ensure its activities in Leased Area do not cause LESSEE to violate such laws.

6. OTHER LESSEE RIGHTS AND OBLIGATIONS.

A. LESSEE shall not permit activities in the Leased Area that unreasonably interfere with LANDLORD's or neighbors' rights to use their property, nor allow an unlawful use in the Leased Area.

B. LESSEE shall not operate radios, televisions or other sound devices at disruptive

volumes, cause nuisances, or commit waste.

C. LESSEE shall not erect any exterior antennas or roof equipment without LANDLORD's prior written consent, which shall not be unreasonably withheld.

D. LESSEE shall keep the Train Depot's exterior (e.g. doorways, rear entrance, porch, steps, loading area) free and the Property clear of trash, garbage, boxes, cleaning equipment and supplies, and other personal property.

E. Plumbing fixtures shall be used only for intended purposes.

F. The LESSEE may use the kitchenette area when not in use.

G. LESSEE shall provide maintenance for the restrooms in the Train Depot and pay all utilities. Restrooms internal to the Train Depot are for administrative and office staff use only, not for public or train guests use.

H. LESSEE shall clean the restrooms in Rail Road Plaza Park during operating hours. Restrooms must remain available for the use of the general public, and are not for LESSEE's sole use.

I. LESSEE shall provide LANDLORD access to Wi-Fi and electricity.

J. LESSEE shall provide LANDLORD access to install and maintain exterior decorative lights, and, in addition, access to decorate the Train Depot every year at the holidays (November-early January).

K. The LESSEE must obtain prior approval from the City's Parks and Recreation Department if it requests use of the Train Depot's community room before scheduling any event. City will approve use of the community room, if it is not scheduled to be rented out on that day. LESSEE will clean the community room after any event and replace any used supplies.

7. CONDITION OF LEASED AREA. LESSEE accepts the Leased Area in an "as is" condition on the Effective Date, provided LANDLORD warrants that, to its knowledge, the Property, Train Depot, and Leased Area (together, "**Premises**") are free of hazardous materials, structural defects, and code violations as of the Effective Date. LESSEE's maintenance obligations are limited to those specified in Sections 6, and LANDLORD shall maintain the Train Depot's structural integrity, roof, and shared systems (e.g., water, sewer) to prevent adverse impacts on the Leased Area. LESSEE and LANDLORD shall jointly ensure the Premises complies with the Americans with Disabilities Act (ADA) and other building codes, with costs shared equitably based on the benefit to each party's use of the Premises. Title to approved improvements vests with LANDLORD upon termination and must be left in place upon termination of this Lease.

9. UTILITIES.

A. LESSEE is responsible directly to the serving entities for all utilities required for its use of the Leased Area. "Utilities" means electricity, gas, telephone services, trash, water, and cable television.

B. LESSEE agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of the Leased Area.

10. **TRASH AND GARBAGE.** LESSEE shall pay for refuse disposal from its operations, ensuring no sewer contamination. LANDLORD shall provide adequate refuse storage areas for 200 North 10th Street at no cost to LESSEE.

ll. ALTERATIONS, MECHANICS' LIENS. Except as provided by this Lease, LESSEE will not make, or cause to be made, any alterations to the Premises, or any part thereof, without CITY's prior written consent. LESSEE will keep the Premises free from any liens arising out of any work performed, material furnished, or obligations incurred by LESSEE.

12. SIGNS. LESSEE may install professional signage compatible with the Train Depot's historic character, subject to the approval of LANDLORD, which shall not be unreasonably withheld. All temporary and other signs, for example on the windows and doors, are subject to the approval of LANDLORD, which shall not be unreasonably withheld. Political advertising shall not be affixed to the building by either party.

13. MAINTENANCE QUALITY. CITY's designees may, at any reasonable time and without notice, enter the Premises to determine if satisfactory maintenance is being performed. If the quality of maintenance is unreasonable, CITY will provide written notice to LESSEE which includes the specific nature of the complaint. Should LESSEE fail to improve and sustain quality maintenance within thirty (30) days of CITY's notice, CITY may enter upon the Premises and perform such maintenance. LESSEE will promptly reimburse CITY for the cost of maintenance, plus ten percent (10%) for CITY' s administrative overhead.

14. INSURANCE. LESSEE must procure and maintain insurance of the type, for the period, with the coverages and limits, and in accordance with the terms, conditions, and requirements that follow:

A. LESSEE will provide Commercial General Liability, Broad Form General Liability and Business Automobile Liability insurance that meet or exceed the requirement of ISO Forms GL0002, GL0404 and CAOOOl, Code 1, respectively, in the most current State of California approved forms, in connection with LESSEE's performance in the amount of not less than $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage for each policy coverage.

B. Commercial General Liability, Broad Form General Liability and Business Automobile Liability policies required in this Lease will be endorsed to name CITY, its officials, volunteers, and employees as "additional insureds" under said insurance coverage, to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto, and to state that the policy(ies) will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.

C. LESSEE will provide Fire Insurance coverage running to benefit the CITY to the full value of all buildings, equipment, materials and supplies which are used or stored for use by the LESSEE.

D. LESSEE will furnish to CITY a certificate of insurance, in the standard form required by CITY, duly authenticated, evidencing maintenance of the insurance required under this Lease and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."

15. **POSSESSORY INTEREST TAXES**. LESSEE is informed by CITY pursuant to Revenue & Taxation Code § l07.6 that its property interest in the Property may be subject to property taxation if created and that LESSEE may be subject to the payment of property taxes levied on its interest. LESSEE may not deduct such amount from payments to CITY.

16. QUIET ENJOYMENT. LANDLORD agrees that LESSEE, upon compliance with this Lease, shall lawfully and quietly hold, occupy, and enjoy the Leased Area during the term of this Lease.

17. ENTRY BY LANDLORD. LANDLORD may enter the Premises during normal business hours, upon twenty-four (24) hours' notice, as provided for in this Lease; and after normal business hours when an emergency exists so long as notice is provided via phone call to LESSEE at the number identified below in Section 40, LANDLORD will respect LESSEE's privacy expectations.

18. LOCKS AND KEYS. LESSEE may not change or add any locks to the Premises without LANDLORD's prior written consent and without providing LANDLORD with a key to the changed or added lock**.**

19. ASSIGNMENT AND SUBLETTING. This Lease may not be assigned, transferred, or sublet by LESSEE, court order, or through any other means. Any such purported transfer will be null and void.

20. DEFAULT BY LESSEE. LANDLORD and LESSEE agree that every covenant and provision of this Lease is material and reasonable. Any breach of a condition, covenant or provision of this Lease will constitute a material breach of this lease. LANDLORD may issue a forty-five (45) day written notice to cure. If uncured, or incurable, LANDLORD may terminate the Lease. The parties shall meet within ten (10) days of notice to resolve disputes informally before termination. LESSEE cannot extend the Lease if in default.

21. WAIVER. The waiver by LANDLORD of any breach by LESSEE of any of the conditions, covenants and provisions of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach by LESSEE of either the same or of another provision of this lease. LANDLORD's acceptance of rent following a breach of the Lease by LESSEE, with or without LANDLORD's knowledge of the breach, will not be deemed to be a waiver of LANDLORD's right to enforce any provision of this lease.

22. TENANCY STATEMENT (ESTOPPEL CERTIFICATE) LESSEE shall execute and deliver a statement to LANDLORD or LANDLORD's designee within 10 days after receipt of a request, acknowledging that this Lease is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement shall:

A) be deemed LESSEE's acknowledgement that the Tenancy Statement is true and correct, and may be relied upon by a prospective lender or purchaser, and

B) may be treated by LANDLORD as a material breach.

23. MEDIATION. LANDLORD and LESSEE agree to participate in a mediation proceeding of any dispute or claim arising out of this Lease prior to resorting to arbitration or court action, (other than an action brought by LANDLORD against LESSEE for unlawful detainer). Mediation fees shall be divided equally between the parties. If a party initiates a court action (other than unlawful detainer) without first attempting to resolve the matter through mediation, or refuses to participate in mediation after a request has been made, then that party shall not be entitled to attorney fees even if the decision in that court action favors that party.

24. BINDING ON HEIRS AND SUCCESSORS. This Lease shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assignees of LANDLORD and LESSEE; provided, however, that nothing in this section shall be construed as a consent by LANDLORD to any attempted assignment of this Lease or any interest therein by LESSEE.

25. Intentionally Omitted.

26. TERMINATION. This Lease may be terminated as follows:

A. At the expiration of the term;

B. Upon mutual written agreement between the parties; or

C. Should LESSEE materially breach this Lease and fail to cure such breach within forty-five (45) days of being notified in writing by LANDLORD regarding such breach to LANDLORD'S reasonable satisfaction.

27. **CONDITION OF PROPERTY UPON TERMINATION**. Upon termination of this Lease for any reason, LESSEE will vacate the Leased Area and deliver it to LANDLORD in good order and condition, damage by the elements, earthquake, and ordinary wear and tear excepted.

28. **SALE OR TRANSFER.** Should LANDLORD, at any time during the term of this Lease, sell, lease, transfer, or otherwise convey all or any part of the Property to any transferee other than LESSEE, then such transfer will be under and subject to this Lease and all of LESSEE's rights hereunder.

29. NO PUBLIC PROJECT. All rights given to LESSEE pursuant to this Lease are for LESSEE's use of the Leased Area. Any trespass, use, or other utilization of private property by LESSEE is done at its own risk. This Lease is not intended, nor should it be construed, to constitute a public project.

30. FORCE MAJEURE. Should performance of this Lease be prevented due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then it will immediately terminate without obligation of either party to the other.

31. NO FIXTURES. Improvements and facilities that currently exist, or may be constructed during the term of this Lease, will not constitute fixtures attached to the Property. Any such facilities may be removed by LESSEE upon termination of the Lease.

32. ALTERATIONS, MECHANICS' LIENS. Except as provided by this Lease, LESSEE will not make, or cause to be made, any alterations to the Premises, or any part thereof, without LANDLORD's prior written consent. LESSEE will keep the Property free from any liens arising out of any work performed, material furnished, or obligations incurred by LESSEE.

33. ASSIGNMENT AND SUBLETTING. This Lease may not be assigned, transferred, or sublet by LESSEE, court order, or through any other means. Any such purported transfer will be null and void.

34. INDEMNIFICATION.

A. LESSEE indemnifies and holds LANDLORD harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Lease except for LANDLORD's sole active negligence, willful misconduct, or failure to maintain the Premises. Should LANDLORD be named in any suit, or should any claim be against it, by suit or otherwise, whether the same be groundless or not, arising out of this Lease, LESSEE will defend LANDLORD with mutually agreed counsel.

B. For purposes of this section "LANDLORD" includes officers, officials, employees, and agents.

C. LESSEE expressly agrees that this hold harmless and indemnification provision is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

D. It is expressly understood and agreed that the foregoing provisions will survive termination of this Lease.

E. The requirements as to the types and limits of insurance coverage to be maintained by LESSEE as required by Section 35 below, and any approval of such insurance by LANDLORD, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by LESSEE pursuant to this Lease, including but not limited to the provisions concerning indemnification.

35. **INSURANCE.** LESSEE must procure and maintain insurance of the type, for the period, with the coverages and limits, and in accordance with the terms, conditions, and requirements that follow:

A. LESSEE will provide Commercial General Liability, Broad Form General Liability and Business Automobile Liability insurance that meet or exceed the requirement of ISO Forms GL0002, GL0404 and CA0001, Code 1, respectively, in the most current State of California approved forms, in connection with LESSEE's performance in the amount of not less than $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage for each policy coverage.

B. Commercial General Liability, Broad Form General Liability and Business Automobile Liability policies required in this Lease will be endorsed to name LANDLORD, its officials, volunteers, and employees as "additional insureds" under said insurance coverage, to state that such insurance will be deemed "primary" such that any other insurance that may be carried by LANDLORD will be excess thereto, and to state that the policy(ies) will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to LANDLORD.

C. LESSEE will furnish to LANDLORD a certificate of insurance, in the standard form required by LANDLORD, duly authenticated, evidencing maintenance of the insurance required under this Lease and such other evidence of insurance or copies of policies as may be reasonably required by LANDLORD from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A: VII" or through City self-insurance, verified as equivalent. LANDLORD shall provide at least reciprocal levels and types of insurance for 200 North 10th Street, Santa Paula.

36. **COMPLIANCE WITH LAW.** LESSEE will, at its sole cost and expense, comply with all of the requirements of all federal, state, and local authorities now in force, or which may hereafter be in force, pertaining to the Premises and will faithfully observe in the use of the Premises all applicable laws. The judgment of any court of competent jurisdiction that LESSEE has violated any such ordinance or statute in the use of the Property will be conclusive of that fact as between LANDLORD and LESSEE.

37. INSPECTIONS. LANDLORD has the right at all reasonable times, and as often as it deems necessary, to inspect the Premises with twenty-four (24) hours' notice, except in emergencies per Section 17.

38. WAIVER OF BREACH. Any express or implied waiver of a breach of any term of this Lease will not constitute a waiver of any further breach of the same or other term of this Lease.

39. **INSOLVENCY; RECEIVER.** Either the appointment of a receiver to take possession of all or substantially all of the assets of LESSEE, or a general assignment by LESSEE for the benefit of creditors, or any action taken or offered by LESSEE under any insolvency or bankruptcy action, will constitute a breach of this Lease by LESSEE, and in such event this Lease will automatically cease and terminate.

40. NOTICES. Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party will be in writing and will be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to:

LANDLORD at: City of Santa Paula
Attn: City Manager
970 Ventura Street
P. O. Box 569
Santa Paula, CA 93060
Telephone: 805-933-4201

LESSEE at: Mendocino Railway
Attn: President
100 West Laurel Street
Fort Bragg, CA 95437
Telephone: 707-964-6371

Either party may change its address or other information for the purpose of this Section by giving written notice of the change to the other party.

41. GOVERNING LAW. This Lease has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Lease will be in Ventura County.

42. PARTIAL INVALIDITY. Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Lease will remain in effect, unimpaired by the holding.

43. INTEGRATION. This instrument and its attachments constitute the sole agreement between LANDLORD and LESSEE respecting the Property, the use of the Property by LESSEE, and the specified term, and correctly sets forth the obligations of LANDLORD and LESSEE. Any Lease or representations respecting the Property or its leasing by LANDLORD to LESSEE not expressly set forth in this instrument are void. Exhibits "A" and "B" are incorporated into this Lease.

44. **CONSTRUCTION.** The language of each part of this Lease will be construed simply and according to its fair meaning, and this Lease will never be construed either for or against either party.

45. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Lease and to engage in the actions described herein. This Lease may be modified by written amendment. LANDLORDS Trustee, or designee, may execute any such amendment on behalf of LANDLORD. LESSEE'S city manager, or designee, may execute this Lease and any such amendment on behalf of LESSEE.

46. COUNTERPARTS. This Lease may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF SANTA PAULA

_____
Dan Singer,
City Manager

ATTEST:

_____
Julie Latshaw,
City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo,
City Attorney

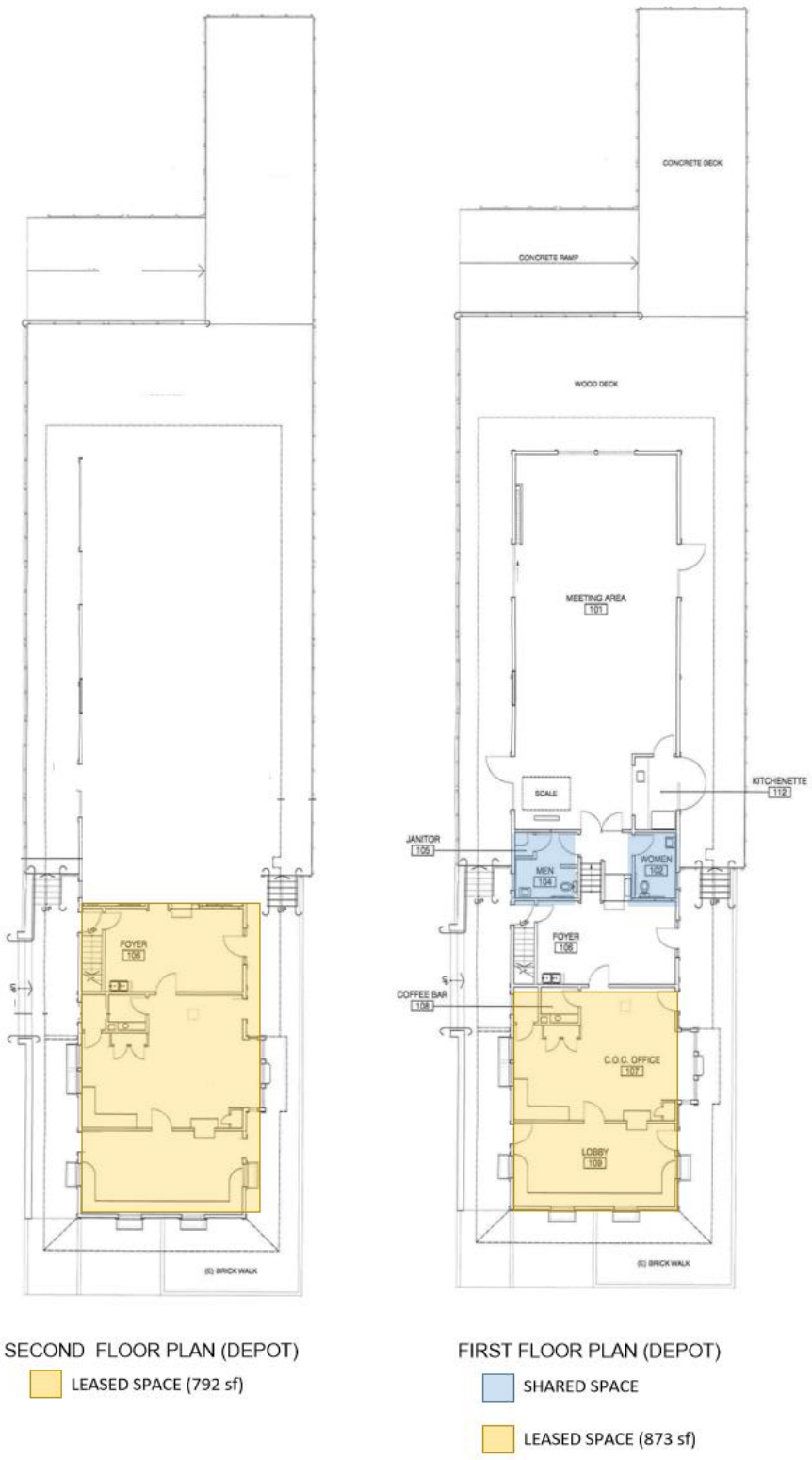
MENDOCINO RAILWAY

_____
Robert Jason Pinoli,
President

Taxpayer ID No. 73-1700581

EXHIBIT A
PROPERTY DEPICTION

EXHIBIT B
LEASED AREA



`

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Anna Arroyo, Assistant Planner

Subject: PROJECT NO. 2025-CDP-01: APPROVAL OF A CONDITIONAL USE PERMIT, DESIGN REVIEW, AND VESTING TENTATIVE TRACT MAP NO. 6114 FOR A CONDOMINIUM PROJECT AT 895 FAULKER ROAD

Date: September 17, 2025

Agenda Item: 11.A

RECOMMENDATION:

Staff recommends the City Council:

1. Call for the staff presentation.
2. Ask if applicant wishes to speak.
3. Open the public hearing.
4. Close the public hearing.
5. Adopt City Council Resolution No. 7568 approving Project No. 25-CDP-01, a Conditional Use Permit to allow for the development of 213 attached condominiums, Design Review, and Vesting Tentative Tract Map No. 6114 at property located at 895 Faulkner Road, subject to the conditions of approval, and adopting an Addendum to the 2040 General Plan Final EIR.

Presented by: Anna Arroyo, Assistant Planner

BACKGROUND:

SUMMARY

Application Submittal Date	January 6, 2025
Revised Project Submittal Date:	June 11, 2025
Site Address	895 Faulkner Rd.
APN	098-0-020-275, 098-0-020-335, 098-0-020-345, 098-0-020-355, 098-0-020-365
Site Area	9.72 acres

Zoning	Commercial-General (C-G) (SPMC Chapter 16.15.010)
General Plan	Commercial
Application Complete Date	August 8, 2025
Applicant(s)	Yuri Gurevich (Representative for SP Harridge Santa Paula, LLC)
Proposal	A request for a Conditional Use Permit to allow for the development of 213 attached condominiums, Design Review, and approval of a Vesting Tentative Tract Map No. 6114, on parcels totaling approximately 9.72 acres. As proposed, the project would consist of (38) buildings ranging from two to eight three-story condominiums per building. A total of (27) two-bedroom units, (150) three-bedroom units, and (36) four-bedroom units would be built.
Environmental/CEQA	An Addendum to the Final Program EIR (FEIR) for the 2040 General Plan was prepared, and because none of the conditions identified in section 15162(a)(1)-(3) of the CEQA Guidelines exists, no subsequent or supplemental EIR is required.
Entitlement Request	Conditional Use Permit to allow condominiums, Design Review, and approval of Vesting Tentative Tract Map No. 6114

Development Context

	DIRECTION	GENERAL PLAN	ZONING	CURRENT USE
PROJECT SITE		COMM	C-G	Vacant commercial building
	NORTH	OPR	OPR	Railroad corridor

ABUTTING DEVELOPMENT	SOUTH	-----	-----	Faulkner Rd. & SR126
	EAST	RSF	R-1	Single-family residential
	WEST	COMM	C-G	Commercial center

Procedural Background

The Project site located at 895 Faulkner Road is currently developed with a 73,000 square foot vacant commercial building and surface parking lot. The site has been vacant since the closure of Kmart in February 2020.

On April 24, 2024, the applicant SP Harridge Santa Paula, LLC received Design Review approval for a 225 three-story townhome apartment complex consisting of 40 buildings with two, three, and four bedroom units with attached two-car garages. On January 6, 2025, the applicant submitted a revised project requesting approval of a tentative tract map for 207 condominium units to allow for the sale of the townhomes, which triggered the conditional use permit and tract map requirement. On April 22, 2025, the Planning Commission approved the 207 condominiums under Resolution No. 3867. However, on June 11, 2025, the applicant submitted a revised project to now include 213 condominiums with the revised Spanish Mission style facades.

On August 26, 2025, the Planning Commission approved Resolution No. 3874, recommending City Council approve a Conditional Use Permit to allow for the development of 213 attached condominiums, Design Review, and Vesting Tentative Tract Map No. 6114. The Commission's recommendation to Council included a revised elevation to the original Design Review application (Attachment E) and three additional conditions of approval to address neighbor concerns regarding parking, access, and improvements to Faulkner Road.

1. The applicant and city staff shall have a community meeting with the residents of Felkins Road to address concerns regarding potential access impacts to their private street caused by the project.
2. The CC&Rs shall include language for the enforcement by the HOA of garages to be used for vehicle parking.
3. City staff shall work with Caltrans to address any future improvements within Caltrans's jurisdiction necessary due to traffic impacts caused by the project.

The City Attorney has determined that the third condition is not appropriate for the Conditions of Approval, as the applicant is not able to force City staff to work with Caltrans. For this reason, the condition is not included in the Conditions of Approval presented to City Council, and will be taken as direction to staff instead.

Project Overview

The applicant is requesting a Conditional Use Permit to allow for the development of 213 three-story attached condominiums, Design Review, and approval of a Vesting Tentative Tract Map No. 6114, on parcels totaling approximately 9.72 acres ("Project"). As proposed, the Project would consist of (38) buildings ranging from two to eight condominiums per building. A total of (27) two-bedroom units, (150) three-bedroom units and (36) four-bedroom units would be built. The plans show the two-bedrooms units to be +/- 1,243 square feet; the three-

bedrooms would range from +/- 1,526 square feet to +/- 1,606 square feet; and the four-bedrooms +/- 1,840 square feet to +/- 1,973 square feet. As noted on the site plan, six floor plans are proposed.

The 213 attached townhomes will include private two-car garages and private decks on the second floors. The maximum height of each building would be 35 feet. As now proposed, the façade of the townhomes will articulate a Spanish Mission style, consisting of simple massing with mostly gable end roofs of concrete “S” tile or barrel tile. The shallow roof pitches will vary from 3:12 to 5:12 with minimal overhangs. Exterior walls (elevations) will consist of light-colored smooth stucco with a sand finish. Other elements include recessed windows, gable end tile detailing, wrought window details and decorative shutters (Attachment B).

The majority of the buildings would have between four and eight dwelling units. Only one building has two units and three units. The primary pedestrian entrance to each townhome would be located on the opposite side of the attached two-car garages, and the units share landscaped interior walkways that provide pedestrian passage to promote neighborhood interactions. Units along Faulkner Road would have primary pedestrian entrances directly from Faulkner Road, which promotes an active street scene. The approximately 10,042 square feet of open space amenities include a swimming pool and spa area, an open play area, and three seating niche areas for use by the residents.

A Vesting Tentative Tract Map (VTTM) is proposed to subdivide the site for condominium purposes. The VTTM would approve 213 condominiums, which includes private streets and open space amenities. Grading would include approximately 79,030 cubic yards of cut and 79,970 cubic yards of fill, with a net import of 940 cubic yards (Attachment C).

As required per Resolution No. 7483, *Procedures for approval of street names*, the applicant has selected three street names from the approved list, “Pine”, “Casitas”, and "Thacher". The names selected are under the Local Geophysical points of interest under Mountains and Lakes and Rivers. Staff received formal approval from Ventura County Fire on September 8, 2025.

In accordance with SPMC §16.202.040 *Concurrent Applications*, “whenever more than one permit or approval is required for a proposed development project or use, all applications shall be filed and processed concurrently. All such related applications shall be reviewed in accordance with the procedure set forth for the application requiring the highest level of review.” Therefore, in addition to the proposed VTTM (which requires Council to review), Design Review and a Conditional Use Permit to allow condominiums are also before the City Council for approval.

ANALYSIS:

General Plan Findings & SPMC Consistency

The proposed Project is consistent with the General Plan land use designation and promotes the following objectives, policies and goals contained in the City’s (2040) General Plan:

- Land Use Element LU 1.8 Policy: Encourage quality development that contributes significant social, economic and aesthetic benefits to Santa Paula and its citizens; provides compatible, appealing architectural design and site planning, and incorporates streetscape and other public urban amenities that enhance the community image.

- Land Use Element LU 3.3 Policy: Diverse housing supply. Provide for a full range of housing types, locations and densities to accommodate the city's share of regional housing needs for all income levels in a manner that: retains the scale and character of existing neighborhoods; facilities upgrading and infill of underutilized land in existing neighborhoods; allows expansion into vacant and underdeveloped lands consistent with infrastructure and environmental constraints; and provides safe and sanitary housing for all residents.
- Housing Element Goal 2: To assist in the provision of adequate housing to meet the needs of the community. Establish a balanced approach to meeting housing needs that includes the needs of both renter and owner-households.
- Housing Element Policy 2.1: Encourage the production of housing that meets all economic segments of the community, including lower-, moderate-, and upper-income households to achieve a balanced community.
- Housing Element Goal 3: To provide adequate housing sites through appropriate land use and zoning designations to accommodate the City's share of regional housing needs.

The existing zoning designation of the project site is Commercial-General (C-G) with a Planned Development (PD) overlay, which is consistent with the corresponding General Plan land use designation of Commercial. The C-G zone allows for residential uses. However, per SPMC Chapter 16.85, condominiums require approval of a Conditional Use Permit in compliance with the development code standards. As proposed, the Project will comply. The table below provides an analysis of the proposed development criteria compared to the requirements outlined in the SPMC.

Development Standard	C-G Zone	Project Proposes	Compliance
Max. Density	29 units/acre	21.9 units/acre	Yes
Min. Lot Size	12,000 sf	9.72 acres	Yes
Lot Coverage (Building footprint, parking & driveway)	Max. 80%	Building footprints: 162,617 sf - 38.3% Pavement: 130,843 sf- 30.9% Total: 69.2%	Yes
Landscaping %	20% (16% vegetation)	Softscape: 69,068 sf - 16% Hardscape: 46,391 sf - 11% Amenities: 10,042 sf - 2.3%	Yes
Max. Building Height	45 ft. (or three stories)	35 ft. (three stories)	Yes
Front Yard Setback (min.)	10 ft.	10-23 ft.	Yes
Side Yard Setbacks (min.)	10 ft. (abutting residential zone) 5 ft. (interior)	East: +/-40 ft. West: 22-30 ft. min.	Yes

Rear Yard Setback (min.)	10 ft. (abutting residential zone) 5 ft.	20-22 ft.	Yes
Off-Street Parking Requirements (Condominium)	2-car garage 1 guest space per 4 units (54)	2-car garage 54spaces	Yes

Condominium Standards and Criteria

Per SPMC §16.85.050 (D), the City Council must utilize the following criteria in considering residential condominium projects:

1. *The project should be a comprehensive and integrated design, providing its own open space, off-street parking, and amenities for contemporary living. Insofar as the scale of the project allows, open space, walkways, and other areas for people should be separated from parking areas, driveways, and other areas for automobiles.* As depicted on the site plan, the Project will provide the above.
2. *Architectural unit and harmony should be achieved both within the project and between the project and the surrounding community so that it does not constitute a negative disruption to the established fabric of the community.* As designed, the Project provides ample setbacks between adjacent properties and meets setbacks between the proposed structures.
3. *The layout of structures and other facilities should be designed for maintenance and management of street, driveway, curb cut, utility and other public or quasi-public improvements. Additionally, structures should be designed to minimize, within the context of accepted architectural practice, the consumption of natural resources either directly or indirectly (e.g., gas, water, and electricity).* The Project has been designed to adhere to the above as presented in the site plan, floor plans, and conditions of approval.
4. *The project should be designed to maintain as much of the natural topography, large trees and environment as practicable.* Because of the condition of the existing site and the need for removal of the trees, the Project has been conditioned (#16) to upgrade the size of the tree plantings in compliance with SPMC section 156.584 (F).
5. *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.* The Project site's flat topography allows for ample use of the site. Residences will have views of South Mountain from the property, and the Project has ample setbacks from adjacent properties so as not to destroy their views. In addition to the new trees, street noise will also be minimized by the installation of dual-pane windows.
6. *The layout of units and open space within the project should establish, through the use of structure 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 condominium unit should be private and free from visual, auditory, and other intrusions.* As designed and conditioned, the Project will comply.

Conditional Use Permit Findings

Per SPMC §16.218.040, the following findings are required for issuance of a Conditional Use Permit to allow residential condominiums:

1. *The proposed use at the particular location is necessary or desirable to provide a service or facility that will contribute to the general convenience or welfare of the neighborhood or community:* The project will contribute to the City housing stock by developing the site into a high-density residential condominium development that is appropriate and compatible with the existing, surrounding, and planned land uses in the vicinity.
2. *The characteristics of the project are not unreasonably incompatible with the types of use permitted in the surrounding areas:* The project is a reasonable use on the property and will be compatible with nearby land uses. Residential is a permitted use in the Commercial-General zoning district and condominiums are conditionally allowable.
3. The proposed use is consistent with the objectives, policies, general land uses, and programs of the Santa Paula General Plan as described above.
4. *The proposed use will not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or injurious to property or improvements in the vicinity:* The establishment of a new residential condominium subdivision is not expected to have a negative impact on surrounding properties or the general neighborhood. The Applicant will be required to comply with all applicable codes and uniformly applied development standards.

Vesting Tentative Tract Map Findings

Pursuant to Government Code §66474 and SPMC §16.80.160, the City Council must make the following findings to approve VTTM No. 6114:

1. *The proposed subdivision is consistent with applicable general and specific plans.* The proposed Vesting Tentative Tract Map No.6114 is consistent with the Santa Paula General Plan. The site is zoned Commercial-General (C-G) which is consistent with the corresponding General Plan land use designation. Commercial-General (C-G) allows for residential uses, either mixed residential/commercial or stand-alone residential, permissible with appropriate design to mitigate potential land use conflicts. The subdivision is consistent with General Plan goals, policies, and objectives described above. There is no applicable specific plan.
2. *The design and improvement of the proposed subdivision is consistent with the applicable general plan and specific plans.* The design and improvement of the proposed subdivision is consistent with the Santa Paula General Plan. The site is zoned Commercial-General (C-G) with a Planned Development (PD) overlay which is consistent with the corresponding General Plan land use designation of Commercial. Commercial-General (C-G) allows for residential uses. The subdivision complies with the density intended for this land use and is consistent with General Plan goals, policies, and objectives described in Section 3.G. There is no applicable specific plan.
3. *The proposed subdivision is consistent with the provision of the Development Code, as the site is physically suitable for the type of development.* The site of the proposed VTTM is currently developed with a 73,000 square foot vacant commercial building and surface parking lot. The site is able to physically accommodate the proposed number of lots, future improvements, site landscaping, and parking, while complying with all applicable development regulations, such as street widths, lot sizes, and requirements in the City

Subdivision and Zoning Codes, street standards, and development standards.

4. *The proposed subdivision is consistent with the provision of the Development Code, as the site is physically suitable for the proposed density of development.* The site's maximum density is 29 units/acre. The subdivision's proposed density of 21.9 units/acre is below the maximum density, and as conditioned, the site is physically suitable for the development.
5. *The design of the subdivision or and the proposed improvements are not likely to cause substantial environmental damage or substantial and avoidable injury to fish or wildlife or their habitat.* The site is currently developed with a 73,000 square foot vacant commercial building and surface parking lot. The proposed subdivision abuts a railroad corridor to its north, Faulkner Rd. and State Route 126 to its south, single-family homes to its east, and commercial uses to its west. Because of its location, it would therefore cause no unavoidable injury to fish or wildlife or their habitat. The proposed condominiums are also not likely to cause substantial environmental damage because the Project will comply with applicable energy, water, and waste efficiency measures specified in the Title 24 Building Energy Efficiency Standards and CAL Green standards.
6. *The design of the subdivision and the proposed improvements are not likely to cause serious public health problems.* The design of the subdivision and the proposed improvements are in compliance with all required standards. The subdivision proposes facilities and adequate infrastructure to support the proposed residential uses. In addition, the subdivision, as conditioned, is required to be in compliance with all applicable State, County, and City design, building, and other safety related laws, codes, and regulations, including, but not limited to, the Uniform Building Code and Uniform Fire Code. Furthermore, the proposed subdivision will not involve the generation, disposal, use, release, or transportation of a significant amount of toxic or hazardous substances, and will not create noxious or offensive odors. Therefore, it is not anticipated that the proposed subdivision will cause serious health problems.
7. *The design of the subdivision and the type of improvements will not conflict with easements of record or established by court judgment or acquired by the public at large for access through or use of property within the proposed subdivision; or, if such easements exist, that alternate easements for access or for use will be provided and these will be substantially equivalent to ones previously acquired by the public*. Review of the subdivision has revealed that the improvements will not conflict with existing easements acquired for the purposes of providing public access through, or use of, the property.
8. *The proposed subdivision will not discharge waste into an existing community sewer system in violation of existing requirements prescribed by the California regional water quality control board pursuant to Division 7 (commencing with Section 13000) of the Water Code.* There is sufficient capacity at the Santa Paula Water Recycling Facility to treat the volume of wastewater generated by the proposed subdivision.
9. The subdivision is in the interest of public health and safety because the development will provide opportunities for home ownership to existing and future Santa Paulans, and will include affordable units.
10. The subdivision is a necessary prerequisite to the orderly development of the surrounding area for the reasons described above. Further, its residential density is complementary to an area served by existing utilities, infrastructure, schools, and commercial services.

ENVIRONMENTAL REVIEW:

Staff prepared an Addendum to the Final Program EIR (FEIR) for the 2040 General Plan pursuant to Section 15162(a) of the CEQA Guidelines (Attachment D). No new potentially significant impacts would occur as a result of the proposed Project, and the additional information provided in the Addendum does not identify any substantial increase in the severity of previously identified significant impacts in the 2040 General Plan FEIR.

PUBLIC NOTIFICATION:

A notice of public hearing was published in the *Santa Paula Times* in compliance with state law. Also, in compliance with the City's Zoning Ordinance, all property owners within a 300-ft radius of the project site, were mailed notifications of the public hearing. As required by Resolution No. 3820 of the City Council, the project site was also posted with a sign at least eleven (11) days prior to the hearing.

STRATEGIC PLAN:

Development of new housing aligns with City Council Strategic Goal D. Healthy, Connected & Thriving Community,
Objective 11 Housing: *Advocate and seek resources for the implementation of the Housing Element 2029*
New housing development contributes toward achieving the City's overall Regional Housing Needs Assessment (RHNA) objectives by providing both market rate and affordable housing options that address diverse housing needs.

FISCAL IMPACTS:

Should the project be approved, significant building permit and impact fees would be collected by the City from the developer, in addition to long-term property tax revenue from unit sales. Potential sales and use taxes from residents living in the new development and shopping in the City could be significant as well. Additional housing and residents also factor into "rooftop" analyses done by larger commercial businesses in determining whether to locate in Santa Paula. Demolition of the existing Kmart building and surrounding areas could also alleviate graffiti, vandalism, and trespassing on the site, for which the City currently bears the cost of monitoring via code enforcement and/or police intervention.

OPTIONS:

The following alternatives to Staff's recommendation are available to the City Council:

1. Continue the hearing in order to obtain further information or for the applicant to make any requested revisions to the project.
2. Deny the applicant's request and direct staff to prepare a Resolution of Denial.

ATTACHMENTS:

A- CC Reso 7568, 25-CDP-01 SP Harridge
B- Plans.pdf
C- VTTM 6114.pdf
D-FEIR Addendum_Appendices link.pdf
E- Draft CC&Rs, 25-CDP-01.pdf

ATTACHMENT A

CITY COUNCIL RESOLUTION NO. 7568
AND
EX. A: CONDITIONS OF APPROVAL

RESOLUTION NO. 7568

A RESOLUTION OF THE CITY COUNCIL OF SANTA PAULA APPROVING PROJECT NO. 25-CDP-01, A CONDITIONAL USE PERMIT TO ALLOW FOR THE DEVELOPMENT OF 213 ATTACHED CONDOMINIUMS, DESIGN REVIEW AND VESTING TENTATIVE TRACT MAP NO. 6114 AT PROPERTY LOCATED AT 895 FAULKNER ROAD, SUBJECT TO CONDITIONS OF APPROVAL; AND ADOPTING AN ADDENDUM TO THE 2040 GENERAL PLAN FINAL EIR

PROJECT NO. 2025-CDP-01

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

SECTION 1: The City Council finds and declares that:

A. On January 6, 2025, Mr. Yuri Gurevich (the "Representative") for "SP Harridge Santa Paula, LLC" ("Applicant") filed an application for a Conditional Use Permit, Design Review, and a Vesting Tentative Tract Map No. 6114 (the "Project"), for redevelopment of the approximate 9.72-acre site (formerly Kmart) located at 895 Faulkner Road as a residential condominium project consisting of 213 new attached condominiums. The project area is legally described as APNs 098-0-020-275, 098-0-020-335, 098-0-020-345, 098-0-020-355, 098-0-020-365.

B. Pursuant to Santa Paula Municipal Code (SPMC) section 16.85.050, the Applicant also submitted, and the City Attorney has approved as to form and content, CC&Rs for consideration with VTTM No. 6114 in accordance with the requirements for residential condominium projects.

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

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

E. The Planning Department completed its environmental and entitlement reviews and scheduled a duly noticed public hearing regarding the entitlement application before the Planning Commission on April 22, 2025.

F. On April 22, 2025, the Planning Commission held a public hearing and recommended that the City Council approve a Conditional Use Permit to allow 207 new attached condominiums, Design Review and a Vesting Tentative Tract Map No. 6114 (the

"Project"), for redevelopment of the approximate 9.72-acre site located at 895 Faulkner Road. The approval included a revised façade.

G. On June 11, 2025, the Applicant submitted a revised Project, which now includes 213 new attached condominiums and the new façade.

H. On August 26, 2025, the Planning Commission held a public hearing on the revised Project and recommended that the City Council approve a Conditional Use Permit to allow 213 new attached condominiums, Design Review and a Vesting Tentative Tract Map No. 6114 (the "Project"), for redevelopment of the approximate 9.72-acre site located at 895 Faulkner Road.

I. On September 17, 2025, the City Council held a duly noticed public hearing regarding this Project. This Resolution, and its findings, is adopted based upon the evidence presented to the Council at its September 17, 2025 hearing including, without limitation, the staff report submitted by the Planning Department and written and oral public comments.

SECTION 2: *Factual Findings*. The City Council finds that the following facts exist:

A. The Applicant seeks to build a residential condominium project consisting of 213 attached condominiums on the approximate 9.72-acre site (formerly Kmart) located at 895 Faulkner Road. The project area is legally described as APNs 098-0-020-275, 098-0-020-335, 098-0-020-345, 098-0-020-355, 098-0-020-365.

B. If approved, the Project would include 213 attached condominiums consisting of (38) buildings ranging from two to eight condominiums per building. A total of (27) two-bedroom units, (150) three-bedroom units, and (36) four-bedroom units would be built.

C. The Property is currently developed with a 73,000 square foot vacant commercial building and surface parking lot.

D. The Property is bounded by a commercial center to the west and single-family homes to the east. To the north is the Santa Paula Branch Rail Line and to the south Faulkner Road and the 126 Freeway.

E. The Property is located within City limits and has a General Plan land use designation of Commercial and is currently zoned Commercial-General (C-G), with a Planned Development (PD) zoning overlay.

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

A. The Santa Paula General Plan (2040) land use designation for the property is Commercial. The zoning district is Commercial-General (C-G) which is consistent with the corresponding General Plan land use designation.

B. Pursuant to the General Plan (2040), the purpose of this Commercial-General land use category designates areas that provide services for the entire community and accommodates specialized uses that serve the city at large, such as auto sales. This classification is applied along arterial streets and adjacent to the Downtown and is intended to provide a range of goods and services at a concentrated scale. The maximum non-residential FAR is 0.35. Residential uses, either mixed residential/commercial or stand-alone residential, are also permissible with appropriate design to mitigate potential land use conflicts. Maximum residential density is 29 units per acre.

C. Pursuant to SPMC §16.15.010, Purpose and Intent, the Commercial-General (C-G) zone is one of five commercial zones. The Commercial-General (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 a permitted in this zone subject to the development standards.

D. SPMC §16.15.020, Land Use and Permit Requirements, Table 15-1 *Permitted and Conditional Uses – Commercial Zones,* provides a matrix of land uses. Residential is a permitted use, however residential condominiums require a Conditional Use Permit in accordance with SPMC § 16.85.030. If approved, the Applicant will obtain a Conditional Use Permit.

E. SPMC § 16.85.050(C) requires the Applicant to submit CC&Rs to the city for approval at the time of the conditional use permit application. The CC&Rs must first be approved as to form and content by the City Attorney and then by the City Council at the time the Council takes action on the tentative map. The Applicant has submitted CC&Rs that have been approved as to form and content by the City Attorney. The City Council considered approval of the CC&Rs when it took action on VTTM No. 6114.

F. The Planned Development overlay zone (SPMC Chapter 16.31) gives the Commission and Council greater flexibility 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. As proposed, no modifications to the Commercial-General (C-G) development standards are requested.

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

a. Land Use Element LU 1.8 Policy: Encourage quality development that contributes significant social, economic and aesthetic benefits to Santa Paula and its citizens; provides compatible, appealing architectural design and site planning, and incorporates streetscape and other public urban amenities that enhance the community image.

b. Land Use Element LU 3.3 Policy: Diverse housing supply. Provide for a full range of housing types, locations and densities to accommodate the city's share of regional housing needs for all income levels in a manner that: retains the scale and character of existing neighborhoods; facilities upgrading and infill of underutilized land in existing neighborhoods; allows expansion into vacant and underdeveloped lands consistent with infrastructure and environmental constraints; and provides safe and sanitary housing for all residents.

c. Housing Element Goal 2: To assist in the provision of adequate housing to meet the needs of the community. Establish a balanced approach to meeting housing needs that includes the needs of both renter and owner-households

d. Housing Element Policy 2.1: Encourage the production of housing that meets all economic segments of the community, including lower-, moderate-, and upper-income households to achieve a balanced community.

e. Housing Element Goal 3: To provide adequate housing sites through appropriate land use and zoning designations to accommodate the City's share of regional housing needs

SECTION 4: *Conditional Use Permit*. Pursuant to SPMC § 16.218.040, the City Council approves the Conditional Use Permit and concurs with the following findings made by the Planning Commission:

A. *The proposed use at the particular location is necessary or desirable to provide a service or facility that will contribute to the general convenience or welfare of the neighborhood or community*: The Project will contribute to the City housing stock by developing the site into a high-density residential condominium development that is appropriate and compatible with the existing, surrounding, and planned land uses in the vicinity.

B. *The characteristics of the project are not unreasonably incompatible with the types of use permitted in the surrounding areas*: The Project is a reasonable use on the property and will be compatible with nearby land uses. Residential is a permitted use in the Commercial-General zoning district and condominiums are conditionally allowable.

C. The proposed use is consistent with the objectives, policies, general land uses, and programs of the Santa Paula General Plan as described above in Section 3.

D. *The proposed use will not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or injurious to property or improvements in the vicinity;* The establishment of a new residential condominium subdivision is not expected to have a negative impact on surrounding properties or the general neighborhood. The Applicant will be required to comply with all applicable codes and uniformly applied development standards.

SECTION 5: *Vesting Tentative Tract Map Findings.* Pursuant to Government Code § 66474 and SPMC § 16.80.260 the City Council makes the following findings to approve VTTM No. 6114, subject to the Conditions of Approval:

A. *The proposed subdivision is consistent with applicable general and specific plans*. The proposed Vesting Tentative Tract Map No.6114 is consistent with the Santa Paula General Plan. The site is zoned Commercial-General (C-G) which is consistent with the corresponding General Plan land use designation. Commercial-General (C-G) allows for residential uses, either mixed residential/commercial or stand-alone residential, permissible with appropriate design to mitigate potential land use conflicts. The subdivision is consistent with General Plan goals, policies, and objectives described in Section 3.G. There is no applicable specific plan.

B. *The design and improvement of the proposed subdivision is consistent with the applicable general plan and specific plans.* The design and improvement of the proposed subdivision is consistent with the Santa Paula General Plan. The site is zoned Commercial-General (C-G) with a Planned Development (PD) overlay which is consistent with the corresponding General Plan land use designation of Commercial. Commercial-General (C-G) allows for residential uses. The subdivision complies with the density intended for this land use and is consistent with General Plan goals, policies, and objectives described in Section 3.G. There is no applicable specific plan.

C. *The proposed subdivision is consistent with the provision of the Development Code, as the site is physically suitable for the type of development.* The site of the proposed VTTM is currently developed with a 73,000 square foot vacant commercial building and surface parking lot. The site is able to physically accommodate the proposed number of lots, future improvements, site landscaping, and parking, while complying with all applicable development regulations, such as street widths, lot sizes, and requirements in the City Subdivision and Zoning Codes, street standards, and development standards.

D. *The proposed subdivision is consistent with the provision of the Development Code, as the site is physically suitable for the proposed density of development*. The site's maximum density is 29 units/acre. The subdivision's proposed density of 21.9

units/acre is below the maximum density, and as conditioned, the site is physically suitable for the development.

E. *The design of the subdivision or and the proposed improvements are not likely to cause substantial environmental damage or substantial and avoidable injury to fish or wildlife or their habitat.* The site is currently developed with a 73,000 square foot vacant commercial building and surface parking lot. The proposed subdivision abuts a railroad corridor to its north, Faulkner Rd. and State Route 126 to its south, single-family homes to its east, and commercial uses to its west. Because of its location, it would therefore cause no unavoidable injury to fish or wildlife or their habitat. The proposed condominiums are also not likely to cause substantial environmental damage because the Project will comply with applicable energy, water, and waste efficiency measures specified in the Title 24 Building Energy Efficiency Standards and CAL Green standards.

F. *The design of the subdivision and the proposed improvements are not likely to cause serious public health problems*. The design of the subdivision and the proposed improvements are in compliance with all required standards. The subdivision proposes facilities and adequate infrastructure to support the proposed residential uses. In addition, the subdivision, as conditioned, is required to be in compliance with all applicable State, County, and City design, building, and other safety related laws, codes, and regulations, including, but not limited to, the Uniform Building Code and Uniform Fire Code. Furthermore, the proposed subdivision will not involve the generation, disposal, use, release, or transportation of a significant amount of toxic or hazardous substances, and will not create noxious or offensive odors. Therefore, it is not anticipated that the proposed subdivision will cause serious health problems.

G. *The design of the subdivision and the type of improvements will not conflict with easements of record or established by court judgment or acquired by the public at large for access through or use of property within the proposed subdivision; or, if such easements exist, that alternate easements for access or for use will be provided and these will be substantially equivalent to ones previously acquired by the public.* Review of the subdivision has revealed that the improvements will not conflict with existing easements acquired for the purposes of providing public access through, or use of, the property.

H. *The proposed subdivision will not discharge waste into an existing community sewer system in violation of existing requirements prescribed by the California regional water quality control board pursuant to Division 7 (commencing with Section 13000) of the Water Code.* There is sufficient capacity at the Santa Paula Water Recycling Facility to treat the volume of wastewater generated by the proposed subdivision.

I. The subdivision is in the interest of public health and safety because the development will provide opportunities for home ownership to existing and future Santa Paulans, and will include affordable units.

J. The subdivision is a necessary prerequisite to the orderly development of the surrounding area for the reasons described above. Further, its residential density is complementary to an area served by existing utilities, infrastructure, schools, and commercial services.

SECTION 6: *CC&Rs.* Pursuant to SPMC 16.05.850(C), and subject to applicable Conditions of Approval, the City Council approves the CC&Rs submitted by Applicant and finds that they meet the requirements of 16.05.850(C)(1)-(5). A copy of the CC&Rs is available at the Community and Economic Development Department located at 970 Ventura Street, Santa Paula, CA 93060, and are incorporated herein by this reference.

SECTION 7: *Condominium Standards and Criteria.* Per SPMC §16.85.050 (D), the City Council applies the below criteria in considering the proposed residential condominium project:

A. *The project should be a comprehensive and integrated design, providing its own open space, off-street parking, and amenities for contemporary living. Insofar as the scale of the project allows, open space, walkways, and other areas for people should be separated from parking areas, driveways, and other areas for automobiles.* As depicted on the site plan, the Project will provide the above.

B. *Architectural unit and harmony should be achieved both within the project and between the project and the surrounding community so that it does not constitute a negative disruption to the established fabric of the community.* As designed, the Project provides ample setbacks between adjacent properties and meets setbacks between the proposed structures.

C. *The layout of structures and other facilities should be designed for maintenance and management of street, driveway, curb cut, utility and other public or quasi-public improvements. Additionally, structures should be designed to minimize, within the context of accepted architectural practice, the consumption of natural resources either directly or indirectly (e.g., gas, water, and electricity).* The Project has been designed to adhere to the above as presented in the site plan, floor plans, and conditions of approval.

D. *The project should be designed to maintain as much of the natural topography, large trees and environment as practicable.* Because of the condition of the existing site and the need for removal of the trees, the Project has been conditioned (#16) to upgrade the size of the tree plantings in compliance with SPMC section 156.584 (F).

E. *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.* The Project site's flat topography allows for ample use of the site. Residences will have views of South Mountain from the property, and the Project has ample setbacks from adjacent

properties so as not to destroy their views. In addition to the new trees, street noise will also be minimized by the installation of dual-pane windows.

F. *The layout of units and open space within the project should establish, through the use of structure 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 condominium unit should be private and free from visual, auditory, and other intrusions.* As designed and conditioned, the Project will comply.

SECTION 8: *Environmental Assessment*. The City Council makes the following environmental findings and adopts an Addendum to the FEIR:

A. The City certified a Final Program EIR (FEIR) for the 2040 General Plan. The FEIR (including documents and other materials that constitute the record of proceedings on which the City's findings and decisions are based) is located at City of Santa Paula, 970 Ventura Street, Santa Paula, CA 93060. The custodian for these documents is the Community and Economic Development Department. This information is provided in compliance with CEQA § 21081.6(a)(2) and CEQA Guidelines § 15091(e).

B. The California Environmental Quality Act (CEQA) authorizes the preparation of an addendum to a previously certified EIR if changes to a project, or the circumstances under which the project will be undertaken, require changes or additions to a previously certified EIR but none of the conditions permitting preparation of a Subsequent EIR set forth in State CEQA Guidelines section 15162 have occurred.

C. The City has prepared an Addendum to the FEIR for the Project.

D. The Addendum to the previously certified EIR is appropriate because the Project would not result in the following conditions identified in State CEQA Guidelines section 15162:

   a. The Project would not result in one or more significant effects not discussed in the Final EIR;

   b. Significant effects previously identified in the Final EIR would not be substantially more severe;

   c. There are no new mitigation measures or alternatives previously found not to be feasible that would now in fact be feasible and that would substantially reduce one or more significant effects of the Project; and there are no new mitigation measures or alternatives that the Amended Project proponents decline to adopt; and

   d. No new mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR that would substantially reduce one

or more significant effects on the environment, and that the Project proponents decline to adopt, are recommended.

SECTION 9: *Conditions of Approval.* The City Council adopts the Conditions of Approval attached as Exhibit A to this Resolution.

SECTION 10: *Reliance on the Record.* Each and all of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 11: *Limitations.* The City Council's analysis and evaluation of the Project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the Project is that City Council lacks of knowledge of future events. In all instances, best efforts were made to form accurate assumptions.

SECTION 12: *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 13: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 14: The City Clerk is directed to mail a copy of this Resolution to Applicant and Applicant's Representative and to any other person requesting a copy.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF SANTA PAULA:

_____
Pedro A. Chavez, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

_____
Monica Castillo, City Attorney

Exhibit A
RESOLUTION 7568
CONDITIONS OF APPROVAL
Project No. 2025-CDP-01:
Located at 895 Faulkner Road

In addition to all applicable provisions of the Santa Paula Municipal Code ("SPMC"), SP Harridge Santa Paula, LLC ("Applicant") agrees for themselves, their, heirs and assigns that they will comply with the following provisions as Conditions for the City of Santa Paula's Approval of Project No. 2025-CDP-01 ("Project Conditions").

GENERAL CONDITIONS

1. The Resolution and these associated Conditions of Approval have been adopted with the knowledge, understanding and consent of the Property Owner/Applicant.

2. The Applicant shall comply with all federal, state, and local laws, including all City ordinances, codes, regulations, policies, and conditions (including those herein) and pay all applicable fees and assessments to the City. At the time of building permit submittal, a signed Certificate of Compliance form must be submitted to ensure the permit plans comply with the entitlement requirements and approved exhibits.

3. The Applicant's failure to comply with, or breach of, any Project Conditions may result in the amendment or revocation of this Permit, or any related permits, or other enforcement action, as may be appropriate in the case. The City may undertake such acts and incur such expenses, as it may consider necessary to effect compliance, the cost thereof including without limitation, administration costs and recoverable attorney's fees, to be reimbursed by the applicant or current property owners, as may be appropriate in the case.

4. This permit is subject to an ongoing review. If at any time valid, substantiated complaints are received, a public hearing may be held before the Planning Commission, at the sole discretion of the City, to determine if any condition or the permit should be modified, amended or revoked.

5. The permit is granted for the subject Property only and is not transferable to another property.

6. Development of the property shall be in substantial conformance with the Vesting Tentative Tract Map No. 6114, Site Plan, Floor Plans, and Elevations approved by the Planning Commission.

7. The Community and Economic Development Director may approve minor changes, but any substantial change will require the filing of a modification application to be considered by the Planning Commission.

8. Plans submitted to the City shall have the conditions printed directly onto the building plans and the Project number, “2025-CDP-01,” in the title blocks of the blue prints for this Project.

9. The Applicant shall indemnify, protect, defend and hold the City harmless from any and all claims, demands, lawsuits, writs of mandamus, and other actions or proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and other such procedures),damages, costs (including, without limitation, attorney’s fees), injuries, or liability (collectively, “Actions”) brought against the City that challenge, attack, or seek to modify, set aside, void, or annul, any action of. Or any approval issued by the City (including actions approved by the voters of the City) for or concerning Project No. 2025-CDP-01, whether such actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local constitution, statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the City approval of Project No. 2025-CDP-01, the Applicant agrees to defend the City (at the City’s request and with counsel satisfactory to the City), agrees to reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense, and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section “the City” includes the City of Santa Paula’s elected officials, appointed officials, officers, employees, agents, departments, agencies, authorized volunteers, and instrumentalities thereof.

FINANCE DEPARTMENT

10. Before the final inspection and/or occupancy, all Department’s / Division’s (Building and Safety, Community and Economic Development, Public Works, and Legal) Project Review & Plan Check fees and charges must be paid in full.

11. All contractors and sub-contractors must obtain a Santa Paula business license. Business license forms and information are available on the City website here: https://www.spcity.org/208/Business-License-Forms

PLANNING DEPARTMENT

12. City of Santa Paula Title XVI: Development Code. The project must comply with all applicable code regulations adopted by the City at the date of this Project Application, including without limitation those pertaining to: Zoning Districts, Land Use Regulations and Development Standards; Landscape and MWELO Standards; Standards and Regulations Applicable to all Zoning Districts; Grading and Erosion Control; General Property Development Standards, Performance Standards and, Administration of the Development Code, unless as set forth or as modified in these Conditions of Approval.

13. The proposed 213 dwelling unit Project must comply with the Inclusionary Housing requirements set forth in SPMC Chapter 16.13, Division 8 et seq. The developer must provide one of the following:
    a. Reserve at least 15% (31.95) of all dwelling units in a project for low-income households;
    b. Reserve at least 10% (21.3) of all dwelling units in a project for very low-income households;
    c. Construct off-site inclusionary housing for low-income households equivalent to 17% (36.21) of all dwelling units in a project;
    d. Pay an in-lieu fee as established by City Council resolution.

14. Inclusionary Housing. The applicant must enter into an agreement with the City in a form approved by the city attorney as required per SPMC §16.13.413.

15. Final landscape plans are subject to Planning review and approval. Landscaping along the northeast property line shall include trees to achieve privacy for the abutting properties on Felkins Road.

16. In compliance with SPMC 156.584 (F), removal of trees associated with proposal of urban development; the applicant shall submit an appraisal of the value of said trees using the International Society of Arboriculture (ISA) method for appraising trees. The resulting value shall be applied to upgrading the size of tree plantings associated with the project.

17. Proper parking and circulation shall be maintained on the subject property (ingress/egress).

18. Any proposed signage is subject to review and approval by the Planning Department.

19. Lighting sufficient for safety purposes shall be provided at entryways, along walkways, between buildings, and within parking areas.

20. The site shall be kept clean and clear of trash, litter and debris.

21. The development shall comply with required parking and driveway design standards.

22. All landscaped areas shall be maintained in a neat and healthy condition.

23. All mechanical and electrical equipment, including ducting and piping, whether located on ground level or rooftop, shall be screened from view. Such screening shall be compatible with and complementary to the architectural style and detail of the structure that they serve and shall be located in a position satisfactory to Ventura County Fire and the Community and Economic Development Director or their designees.

24. Home Owner Association, Conditions, Covenants, and Restrictions (CC&Rs): The final CC&Rs, /and or other common area use and/or ownership and/or maintenance documents for the subdivision shall be reviewed and approved by the Community and Economic Development Director and City Attorney before the City Council approves the final map. The applicant shall pay for all costs associated with City Attorney review

of such CC&Rs. CC&R's must comply and remain in place as required for Condominium projects per SPMC §16.85.050.

25. Plans submitted for plan check must show compliance with all applicable items within SPMC §16.85.070 Development Standards; such as two-covered parking stalls, guest parking, 90 cubic feet of private storage, laundry facilities, drip pans as applicable for appliances, utility meters, circuit breakers, isolation of vibration and structure-borne noise.

26. Plans submitted for plan check must show compliance with SPMC §16.85.080 Noise Attenuation; such as wall and floor/ceiling assemblies separating units from each other, airborne sound insulation and impact sound insulation.

27. Applicant will submit required documentation to show compliance with SPMC §16.85.090 Verification of Sound Class.

28. Applicant shall comply with SPMC §16.85.100 which include:
    a. Complying with all applicable uniform codes as adopted by the city including without limitation fire, building, plumbing and electrical.
    b. Fire-resistive separations. All separation between units must be one-hour fire-resistive construction as a minimum.
    c. Energy conservation measures. Roof and ceiling assemblies must meet the R-30 insulation standards. Exterior openings must be weather-stripped. New or replacement windows must meet state energy standards. Exposed heating ducts and hot water piping and hot water tanks must be insulated. Every project must include energy conservation features such as high efficiency furnaces, low flow toilets and showerheads, as determined by the Building Official per the State Energy Code.
    d. All public improvements necessary to comply with city requirements must be constructed before the final map can be approved, unless bonded.

29. In compliance with SPMC §16.85.140 CC&Rs; the following provisions must be contained in the CC&Rs:
    a. For the period beginning with the sale of the first unit and continuing for a period of one year after the sale of 50% of the units the developer must fulfill all responsibilities of the association for maintenance of all facilities that may require maintenance during this period. The expiration of this period will not limit or relieve the developer from satisfactory performance of any agreements executed with the city.
    b. The condominium must be managed by a professional manager or management firm for at least the first year following the date of the sale of the first unit.

FIRE DEPARTMENT

30. Fire Department Clearance. Applicant shall obtain VCFD Form #610 "Requirements for Construction" prior to obtaining a building permit for any new structures or additions to existing structures.

31. Fire-Flow Verification. Applicant shall verify that the water purveyor can provide the required fire-flow requirements by having them fill out VCFD Form #625, Fire-Flow Verification.

32. Building Plan Review. Building plans of all A, E, I, H, R-1, R-2 or R-4 occupancies shall be submitted, with payment for plan check, to the Fire District for review and approval prior to obtaining a building permit. **This review is concurrent with Building and Safety review. Plans (Architectural, Mechanical, Electrical, Plumbing, and dedicated fire service utility with design to finish above grade) shall be submitted directly to VCFD Fire Prevention**.

33. Access Road Width, Private Roads/Driveways. Private roads shall comply with Public Road Standards.
    a. Access road width of 36 feet shall be provided for residential use with parallel parking permitted on both sides.
    b. Access road width of 32 feet shall be provided for residential use with parallel parking permitted on one side.
    c. Access road width of 24 feet shall be required with no on-street parking permitted.

34. Ground Ladder Access. Access around the building shall be provided to allow for laddering the building, at a maximum 75-degree angle, to reach emergency escape and rescue openings below the fourth story above the grade plane. A three (3) foot clear working space shall be provided around the ladder at ground level.

35. Construction Access. Prior to combustible construction, a paved all-weather access road / driveway suitable for use by a 20 ton Fire District vehicle shall be installed at locations approved by the Fire District.

36. Construction Access Utilities**.** Prior to combustible construction, all utilities located within the access road and the first lift of the access road pavement shall be installed. A minimum 20 foot clear width shall remain free of obstruction during any construction activities within the development once combustible construction starts.

37. Turning Radius. The access road shall be of sufficient width to allow for a 40 foot centerline turning radius at all turns in the road.

38. Vertical Clearance. All access roads / driveways shall have a minimum vertical clearance of 13 feet 6 inches (13' 6"). Clear of building to sky.

39. Parking Prohibited. The property owner(s) are hereby advised that parking on access roads / driveways and fire department turnarounds is prohibited.

40. Access Point Location. The access road / driveway shall be provided such that any portion of the exterior walls, at grade level, of a building or structure, is not more than 150 feet from fire department access as measured by an approved route around the exterior of the building.

41. Exception: The distance shall be permitted to be extended to 250 feet when the building is protected by an automatic fire sprinkler system in accordance with NFPA

and provided with an approved access walkway leading from the road to the exterior openings around the structure.

42. Site Access. Two (2) means of ingress/egress shall be provided to the development in accordance with Fire District access standards.

43. Access Road Certification. That the access road(s)/driveway(s) shall be certified by a registered civil engineer as having an all-weather surface in conformance with Public Works and / or Fire District standards. This certification shall be submitted to the Fire District for review and approval prior to occupancy.

44. Fire Lanes - Prior to construction. The applicant shall submit two (2) site plans to the Fire District for approval of the location of fire lanes. Prior to occupancy, all fire lanes shall be posted “NO PARKING-FIRE LANE-TOW AWAY” in accordance with California Vehicle Code, the International Fire Code and current VCFPD Fire Lane Standards. All signs and or Fire Lane markings shall be within recorded access easements.

45. Access Road Gates. Any gates to control vehicle access are to be located to allow a vehicle waiting for entrance to be completely off the intersecting roadway. A minimum clear open width of 15 feet in each direction shall be provided for separate entry / exit gates and a minimum 20 for combined entry / exit gates. If gates are to be locked, a Knox system shall be installed. The method of gate control, including operation during power failure (battery back-up), shall be subject to review by the Fire Prevention Division. Gate plan details shall be submitted to the Fire District for approval prior to installation. A final acceptance inspection by the Fire District is required prior to placing any gate into service.

46. Street Names. Prior to recordation of street names, proposed names shall be submitted to the Fire District's Fire Prevention Bureau for review and approval.

47. Address Numbers (Commercial, Industrial, Multi-family buildings). Building address numbers, a minimum of ten inches (10") high, shall be installed prior to occupancy, shall be of contrasting color to the background, and shall be readily visible at night. Brass or gold plated numbers shall not be used. Where structures are set back more than 150 feet from the street, larger numbers will be required so that they are distinguishable from the street. In the event a structure(s) is not visible from the street, the address number(s) shall be posted adjacent to the driveway entrance on an elevated post. Individual unit numbers shall be a minimum of 4 inches in height and shall be posted at the front and rear entrance to each unit. Additional address directional signs may be required at common building entrances and stairways.

48. Address Directory. An address directory shall be provided at all entrances to the project at locations approved by the Fire District. Design shall be in accordance with Fire District Addressing Standards. Directory plans shall be submitted to the Fire Prevention Division for review and approval prior to installation.

49. Accessory Room Door Labeling. All accessory room doors shall be labeled on the doors indicating use of the room (i.e., Electrical Room, Riser Room, Fire Alarm Panel Inside, Storage Room, Janitor, Roof Access, etc.).

50. Knox Device. Exterior access doors leading to fire sprinkler riser rooms and alarm control panels shall be provided with a Knox Box for emergency access.

51. Fire Hydrant Plan. Prior to construction, the applicant shall submit plans to the Fire District for placement of fire hydrants. On plans, show existing hydrants within 500 feet of the development. Indicate the type of hydrant, number and size of outlets.

52. Fire Hydrant(s) Required. Fire hydrant(s) shall be provided in accordance with current adopted edition of the International Fire Code, Appendix C and adopted amendments. On-site fire hydrants may be required as determined by the Fire District.

53. Fire Hydrant Design (Commercial, Industrial, Multi-family buildings). Fire hydrants shall be installed and in service prior to combustible construction and shall conform to the minimum standard of the Water Works Manual and the following.
    a. Each hydrant shall be a 6 inch wet barrel design and shall have (1) 4 inch and (2) 2 ½ inch outlet(s).
    b. The required fire flow shall be achieved at no less than 20-psi residual pressure.
    c. Fire hydrants shall be set back in from the curb face 24 inches on center.
    d. No obstructions, including walls, trees, light and sign posts, meter, shall be placed within three (3) feet of any hydrant.
    e. A concrete pad shall be installed extending 18 inches out from the fire hydrant.
    f. Ground clearance to the lowest operating nut shall be between 18 to 24 inches.

54. Fire Hydrant Installation. Prior to combustible construction on any parcel, a fire hydrant capable of providing the required fire flow and duration shall be installed and in service along the access road / driveway at a location approved by the Fire District, but no further than 250 feet from the building site. The owner of the combustible construction is responsible for the cost of this installation.

55. Hydrant Location Markers. Prior to occupancy of any structure, blue reflective hydrant location markers shall be placed on the access roads in accordance with Fire District standards. If the final asphalt cap is not in place at time of occupancy, hydrant location markers shall still be installed and shall be replaced when the final asphalt cap in completed.

56. Water System Plans. Plans for water systems supplying fire hydrants and / or fire sprinkler systems and not located within a water purveyor's easement, shall be submitted to the Fire District for review and approval prior to issuance of grading and/or building permits or signing of Mylar plans, whichever is first. Plans shall reflect only dedicated private fire service lines and associated appurtenances. Plans shall be construction drawings in accordance with the Ventura County Fire Code and applicable NFPA Standards and shall terminate above grade. Plan shall be design and submitted with the appropriate fees in accordance with VCFPD Standard 14.7.2.

57. Fire Sprinklers. All structures shall be provided with an automatic fire sprinkler system in accordance with current VCFPD Ordinance at time of building permit application.

58. Fire Protection System Plans. Plans for all fire protection systems (sprinklers, dry chemical, hood systems, etc.) shall be submitted, with payment for plan check, to the Fire District for review and approval prior to installation. Note: Fire sprinkler systems with 20 or more heads shall be supervised by a fire alarm system in accordance with Fire District requirements.

59. Fire Alarm System. A fire alarm system shall be installed in all buildings in accordance with California Building and Fire Code requirements.

60. Fire Alarm/Sprinkler Monitoring Plans. Plans for any fire alarm system or sprinkler monitoring system shall be submitted, with payment for plan check, to the Fire District for review and approval prior to installation.

61. Fire Extinguishers. Fire extinguishers shall be installed in accordance with the International Fire Code. The placement of extinguishers shall be subject to review by the Fire District.

62. Trash Dumpster Locations. Commercial trash dumpsters and containers with an individual capacity of 1.5 cubic yards or greater shall not be stored or placed within 5 feet of openings, combustible walls, or combustible roof eave lines unless protected by approved automatic fire sprinklers.

63. Phasing Plan. Applicant shall submit a phasing plan to the Fire Department for review and approval prior to construction.

64. Fire Code Permits. Applicant and/or tenant shall obtain all applicable Operational Fire Code Permits prior to occupancy or use of any system or item requiring an operational permit in accordance with Section 105 of the California Fire Code.

BUILDING AND SAFETY

65. A statement shall be printed on the cover sheet stating: "*This project shall comply with the currently adopted editions of the California Building code, Mechanical code, Electrical code, Plumbing code, Fire Code, Energy Code, Green Building Standards code, City of Santa Paula Municipal Codes and all State of California and U.S. Federal regulations."*

66. Submittal Documents:
    a. A complete set of signed and sealed set of plans shall be electronically submitted, in pdf format, at the initial submittal and all subsequent submittals. A complete set of plans shall include Civil Plans (for reference only), architectural plans, mechanical, electrical, plumbing, structural, and landscape plans.
    b. A signed and sealed soils report and structural calculations shall be electronically submitted, in pdf format, on the initial submittal and all subsequent submittals.
    c. Civil plans shall include a Topographic survey, Grading & Drainage, Street Improvement and Utility plans shall be submitted separately and issued under separate permit by the Santa Paula Public Works Department.

67. Fees:
    a. All plan review fees shall be paid at the time of initial submittal of the project for building plan review.
    b. All permit fees shall be paid at the time of permit issuance.
    c. All development impact fees shall be paid prior to issuance of a Certificate of Occupancy(s).
    d. A plan check deposit based on the Engineer's cost estimate of all on and off-site improvements in an amount approved by City of Santa Paula Public Works Department shall be submitted for the initial plan review at the time of the initial Public Works grading, drainage and building plan review. (Contact Public Works for the detailed cost estimate format.)
    e. All outstanding plan review & permit fee balances shall be paid prior to issuance of a building permit.
    f. All applicable fees shall be paid to the Santa Paula Unified School District prior to building permit issuance.

68. Prior to issuance of a building permit all department and agency clearances by the authorities having jurisdiction shall be completed.

69. Prior to issuance of a building permit, a certificate of a certified pad, executed by the Engineer of record, shall be reviewed and approved by Public Works and submitted to Building and Safety.

70. Prior to the issuance of a certificate of occupancy(s), all final inspections shall be completed and signed off by all City Departments and agencies having jurisdiction.

71. All State of California Division of Occupational Safety and Health Administration (Cal Osha) standards shall be strictly enforced during the course of construction by the Contractor of Record.

72. A notice of construction hours shall be posted at all entrances to the construction site. Such notice must be titled in letters at least one inch in height and be placed at least five feet above ground level: "Construction Activities: 8:00 am to 6:00 pm, Monday through Friday. Powered equipment used on a temporary, occasional or infrequent basis operated between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday. No piece of equipment may generate noise in excess of 5 dBA at 50 feet, SPMC 93.23 (C)."

PUBLIC WORKS

73. On-site and Off-site overhead utility service shall be installed underground in accordance with requirements in effect at the time a building permit is issued. Existing utilities shall be undergrounded in accordance with SPMC 53.12. Before issuance of a building permit, the Developer shall post a bond, or other surety approved by the City Attorney, guaranteeing said undergrounding.

74. The applicant shall retain an engineer licensed in the State of California, and registered in accordance with the appropriate provisions of the business and

Professional Code, to ensure that the construction work conforms to the approved improvement plans (public improvements, rough grading and fine grading) and specifications and to provide certified "as-built" plans after project completion. Submittal of the certified "as-built" plans will be required before and as a condition of final acceptance of the development by the City.

75. All onsite drive aisles/streets shall be private and to be maintained by the Homeowner's Association (HOA) with easements to the City for water and sewer mains.

76. The applicant shall provide legal access to all private streets for the emergency access.

77. During construction, all construction equipment and vehicles shall be stored or parked on the subject site, and shall not be stored or parked on City streets, except as may be permitted by the City Engineer for a specified temporary period through written authorization or as agreed upon as a result of the Construction Management Plan to be developed and reviewed and approved by the City.

78. All existing public roads and private roads abutting the project site during construction or reconstruction shall remain open for traffic at all times with adequate detours during actual construction.

79. The Applicant shall obtain all necessary City, County, State or Federal regulatory permits. Copies of permits shall be provided upon request by the Public Works Director or designee.

80. Before final inspection and/or occupancy, the developer shall repair or replace any damaged infrastructure within the public right-of-way at the direction of the City Engineer.

81. Prior to approval of the Final Map, Applicant shall submit updated drainage calculations and hydraulic design to ensure that the project site will drain to a safe point of discharge.

82. All required public and private on- and off-site service improvements (streets, water, sewer, drainage, lighting, and other utilities) shall be completed within a period of 12 months from the date of the recording of the final map. Developer may ask for an extension from the Community and Economic Development Director by providing a schedule of improvements and the estimated completion dates.

83. All grading, building pads, light fixtures, street and utility improvements shall be completed in accordance with an approved phasing plan to the satisfaction of City Engineer. Upon submittal of grading permits, the applicant/developer shall show how these improvements will be carried out, which will be subject to review and approval of City.

84. The owner/applicant shall pay all fees associated with the Final Map review and approval.

Before the City issues Permits for Site Improvements:

85. All improvement plans and related documents shall be submitted together and include plans for, without limitation, grading, streets, drainage, sewer, water and other appurtenant improvements. In addition, a master utility plan shall be submitted showing the layout and location of all the on-site and off-site utility facility improvements of the subdivision consistent with the tentative map. The plan submittal shall also include construction cost estimates and all pertinent engineering design calculations. The final map may not be recorded until the Public Works Director or designee has approved the improvement plans.

86. All improvement plans, construction cost estimates, soils reports, geology reports, and all other pertinent engineering design calculations shall be submitted to City concurrently with grading plans.

87. All improvements within the public right-of-way or proposed public right-of-way shall be built in compliance with the 2024 City of Santa Paula Standards and in accordance with the 2024 edition of "Standard Specification for Public Works Construction."

88. All improvements shall be bonded in accordance with "Subdivision Map Act" before recordation of the Final Map if the improvements are not finished before recordation of the final map. All improvements shall bond for 100% of approved cost estimate to construct improvements Before Bond Release or Bond Reduction of the improvements and prior to acceptance of the improvements by the City; "As Builts" for the improvements have to be accepted by the City and recorded.

89. Prior to the issuance of a certificate of occupancy, a thorough evaluation of any public street structural road section, to include parkway improvements from a qualified soils engineer, shall be submitted to the City Engineering Division for review. This shall be submitted in a tabular form including street name, classification, ADT and traffic index.

90. The conditions of this resolution prevail over all omissions, conflicting notions, specifications, dimensions, typical sections, and the like, even if not shown on the improvement plans.

91. Cost of the inspections related to on-site and off-site improvements shall be borne by the Applicant.

92. Applicant is responsible for all actions of its contractors and subcontractors until such time as City accepts improvements.

93. The private streets and right-of-way, lot drainage, grading, storm drain, utility and stormwater quality improvements shall conform to the approved tentative tract map and these conditions of approval to the satisfaction of the City Engineer.

94. Applicant/future property owner(s) shall provide access to the property for dry utility and cable operators.

95. Prior to issuance of building permit, the applicant/developer shall submit a Street Lighting Plan and fixture details for Planning and Public Works Department review and approval .

96. Applicant shall show on the plans that each dwelling will be served by a separate utility service or meter.

97. Before the City issues building permits, the Applicant shall submit a deposit of $2,000.00 for the atlas fee for underground utilities to cover the cost of updating the storm drain atlas.

98. The applicant will dedicate the public utilities to the City once they are complete and accepted by the Public Works Department.

99. The Applicant shall submit a deposit for construction inspection services. The City Engineer will determine the deposit amount.

100. Before construction, the Applicant shall provide to the City in writing, the designation of an authorized representative who has complete authority to represent and to act for the developer. The authorized representative shall be present at site of the work at all times while work is actually in progress on the development. Arrangements acceptable to the City shall be made for any emergency work; which may be required. When orders are given by the City to the Applicant's representative, to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and said orders are not immediately acted upon by such person, the City may do or have such work done by others at the Applicant's expense.

101. Before the City issues grading / building permits, the Applicant shall comply with the City Construction and Demolition (C&D) program whereby 50% by weight of the construction / demolition material are diverted from a landfill.

Before Acceptance of Site Improvements

102. All water, sewer, gas, underground power, cable TV, or telephone lines, or conduits or underground drain lines shall be installed before any paving is placed.

103. Water system improvements shall be constructed on and offsite to the satisfaction of the City Engineer. These improvements will consist of the installation and test of backflow devices approved by the Ventura County Health Department. A single, combination connection to be provided for each residence, with separate backflow preventers for domestic, landscape, and fire prevention systems. The size of the fire services will be subject to approval of the Fire Chief. All services shall be connected to the existing water main by the City forces or by a Contractor who is duly licensed and accepted by the City Engineer to perform the work.

104. All improvements to public right-of-way shall be completed as shown in the approved plans and to City standards. Street improvements shall include curbs and gutter, sidewalks, pavement, street lights, traffic control devices, and street name signs as shown on the tentative map and as required by City standards and the General Plan.

105. No City maintained water and sewer system will be allowed on private property, unless within an approved easement.

106. Developer shall apply for and receive National Pollutant Discharge Elimination System permit from the Regional Water Quality Board.

107. The applicant shall coordinate with affected utility companies and obtain any permits as necessary for the development of this project.

108. A digitized drawing file of the sewer improvement plans, in a City's compatible CAD system, shall be submitted along with original Mylars.

109. Applicant shall set all monuments required by the Subdivision Map Act before its bond is released.

Grading

110. All erosion and sediment control plan and permit shall be submitted to, and approved by the Public Works Department prior to any land disturbance. Plans are to be submitted prior to, or with, the grading plans.

111. Water spraying or other approved methods shall be used during grading operations to control fugitive dust.

General Conditions

112. If any hazardous waste or material is encountered during the construction of this project, all work must be immediately stopped and the Ventura County Environmental Health Department, the Ventura County Fire Protection District, the Santa Paula Police Department, and the City Engineer and Public Works Director must be notified immediately. Work may not proceed until clearance has been issued by all of these agencies.

Permit Specific Conditions

113. All parking areas and drive aisles must be surfaced with asphalt, concrete, or other surface acceptable to the Community and Economic Development Director, City Engineer and Public Works Director, and must include adequate provisions for drainage, National Pollution Discharge Elimination System (NPDES) compliance, striping and appropriate wheel blocks, curbs, or posts in parking areas adjacent to landscaped areas. All parking, loading, and common areas must be maintained at all

times to ensure safe access and use by employees, public agencies, and service vehicles.

Operational Requirements

114. Prior to or concurrently with the issuance of a Zoning Clearance for a Grading Permit, the applicant shall submit the construction phasing plan for approval by the Community and Economic Development Director, the City Engineer, and Public Works Director. Phasing shall avoid, to the extent possible, construction traffic impacts to existing adjacent residential, commercial, industrial areas, schools, parks and other city facilities, if any.

Landscaping, Lighting and Maintenance Requirements

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

116. The applicant and/or property owner shall provide verification to the City Engineer and Public Works Director that all proposed on-site storm drains have been cleaned at least twice a year, once immediately prior to October 1st and once in January. Additional cleaning may be required by the City Engineer and Public Works Director depending upon site and weather conditions.

Engineering Division

117. Prior to construction, applicant shall submit a construction traffic control plan for the review and approval of the City Engineer and Public Works Director. Traffic control plan shall include construction advisory speed limits, speed limit posting locations, and enforcement measures if needed.

118. Prior to any work being conducted within any State, County, or City right-of- way, the applicant shall obtain all necessary encroachment permits from the appropriate agencies and provide copies of these approved permits and the plans associated with the permits to the City Engineer, if required.

119. Reactive organic compounds, nitrogen oxides (ozone/smog precursor), and particulate matter (aerosols/dust) generated during construction operations must be minimized in accordance with the City of Santa Paula standards and the standards of the Ventura County Air Pollution Control District (APCD). When an air pollution Health Advisory has been issued, construction equipment operations (including but not limited to grading, excavating, earthmoving, trenching, material hauling, and roadway construction) and related activities must cease in order to minimize associated air pollutant emissions.

120. During construction the applicant shall utilize all prudent and reasonable measures (including installation of a 6-foot-high chain link fence around the construction site(s) and/or provision of a full time licensed security guard) to prevent unauthorized persons

from entering the work site at any time and to protect the public from accidents and injury.

121. Prior to construction, the applicant shall post, in a conspicuous location, the construction hour limitations and make each construction trade aware of the construction hour limitations to the satisfaction of the City.

122. Prior to the issuance of a Grading Permit, the applicant shall post sufficient surety with the City, in a form acceptable to the City Engineer and Public Works Director, guaranteeing completion of all onsite and offsite improvements required by these Conditions of Approval and/or the Municipal Code including, but not limited to grading, street improvements, storm drain improvements, temporary and permanent Best Management Practice (BMP) for the control of non-point water discharges, landscaping, fencing, and bridges. Grading and improvements must be designed, bonded, and constructed as a single project.

123. Prior to the issuance of a Grading Permit, the applicant shall provide written proof to the City Engineer that any and all wells that may exist or have existed within the project have been properly sealed, destroyed or abandoned per Ventura County Ordinance No. 4468 and per California Department of Conservation, Division of Oil, Gas, and Geothermal Resources requirements.

124. During construction written weekly progress reports and a grading completion report must be submitted to the City Engineer by the project geotechnical engineers. These reports must include the results and locations of all compaction tests, as-built plans of all required fill removal, over excavation and remedial grading, including geologic mapping of the exposed geology of all excavations showing cut cross-sections and sub-drain depths and locations. The lists of excavations approved by the engineering geologist must also be submitted. Building permits will not be issued without documentation that the grading and other pertinent work has been performed in accordance with the geotechnical report criteria and applicable Grading Ordinance provisions.

125. During construction, the applicant shall comply with BMPs approved by the Community and Economic Development Director, City Engineer and Public Works Director. Temporary grading is defined to be any grading partially completed and any disturbance of existing natural conditions due to construction activity.

126. During site preparation and construction, the contractor shall minimize disturbance of natural groundcover on the project site until such activity is required for grading and construction purposes. Grading operations must cease if the applicant fails to place effective best management measures on graded slopes immediately after construction. No slopes may be graded or otherwise created when the National Weather Service local three-day forecast for rain is twenty percent (20%), or greater, unless the applicant is prepared to cover the permanent and temporary slopes before the rain event. The artificial covering and planting will be to the satisfaction of the Community and Economic Development Director, City Engineer, and Public Works Director.

127. Prior to the commencement of any construction activities (including site demolition), the applicant shall comply with the City standard requirements for dust control, including, but not be limited to, minimization of ground disturbance, application of water/chemicals, temporary/permanent ground cover/seeding, street sweeping, and covering loads of dirt for the review and approval of the City Engineer and Public Works Director. All clearing, grading, earth moving, excavation, soil import and/or soil export operations must cease during periods of high winds (greater than 15 mph averaged over one hour).

128. At least one (1) week prior to commencement of grading or construction, the applicant shall prepare a notice that grading or construction work will commence. This notice shall be posted at the site and mailed to all owners and occupants of property within five-hundred feet (500') of the exterior boundary of the project site, as shown on the latest equalized assessment roll. The notice must include current contact information for the applicant, including all persons with authority to indicate and implement corrective action in their area of responsibility, including the name of the contact responsible for maintaining the list. The names of individuals responsible for noise and litter control, tree protection, construction traffic and vehicles, erosion control, and the twenty-four (24) hour emergency number, must be expressly identified in the notice. The notice must be re-issued with each phase of major grading and construction activity. A copy of all notices must be concurrently transmitted to the Community and Economic Development Department. The notice record for the City must be accompanied by a list of the names and addresses of the property owners notified and a map identifying the notification area.

129. Applicant has full right to exercise the service of a new engineer responsible at any time during a project. When there is a change in engineer, the applicant/owner shall notify the City Engineer and Public Works Director in writing within 48 hours of such change. Said letter shall specify successor California Registered Civil Engineer and shall be stamped and signed and dated by said engineer in responsible charge and shall accept responsibility of project. The letter will be kept on file at the City.

130. Prior to issuance of a Grading Permit the applicant shall coordinate with Caltrans District 7 Office of Permits for any encroachments within State right of way, including, but not limited to, right of way access, excavations, and drainage connections. Evidence of Encroachment Permit Approval is required prior to the issuance of a Grading Permit, if required.

131. Prior to issuance of a Grading Permit, site access and fire hydrant locations shall be reviewed and approved by the Ventura County Fire Department.

132. All other requirements, notes and regulations arising from plan review as determined necessary by the City and their reviewers shall be incorporated into the design as required by the City prior to Grading Permit issuance.

133. Prior to issuance of a Grading Permit, existing utility points of connection shall be potholed to verify location and elevation. An encroachment permit shall be obtained from Public Works prior to related work being performed in Public Right of Way or easements. Utility plans shall be updated as necessary prior to final approval.

134. Prior to issuance of a Grading Permit the applicant shall be responsible for identifying all easements and related encumbrances on the project plans and related documents and ensuring that all such easements and encumbrances are not impeded, burdened, and are adequately maintained in accordance with the terms and language of the original easement. Determination of such compliance shall be subject to the City of Santa Paula Public Works approval.

135. Grading operations involving the hauling of dirt shall be controlled and reasonable efforts to avoid the spillage of dirt onto public streets shall be enforced. The grading contractor shall maintain on site at all times a means of preventing blowing dust within the project site and onto adjacent sites.

136. Any deviations from the approved grading plan must be reviewed and approved in advance by the Public Works Department. The City Engineer may issue a Stop Work Order if field conditions deviate from the approved plans without obtaining prior approval from all appropriate City Departments.

Grading and Geotechnical

137. The applicant shall submit precise grading plans, prepared by a California Registered Civil Engineer, detailing the design of finished surfaces including parking lot pavement, drive aisles, curbs, gutter, local depressions, sidewalks, disabled accessible parking, ramps, connections to public right of way, transit stops (Faulkner) and disabled access circulation within the site. The plans should include design grades for proposed buildings, including pad and finished floor elevations, required over-excavations cut/fill slopes, keyways, subdrains, limits and details of any required remedial grading. Required retaining walls shall be detailed with top of wall/top of footing callouts every 25 to 50 feet, related finished grades at the top of walls, and details of provisions for subdrains and connections to approved points of disposal. Precise grading plans shall be submitted to the Public Works and Community and Economic Development Departments for review and approval prior to the issuance of a Building Permit.

138. Proposed building and equipment pad elevations within the FEMA Special Flood Hazard Area (SFHA) shall be elevated 1 foot above the FEMA 100 year storm event's Base Flood Elevation.

139. The applicant shall submit a design level Geotechnical Report prepared by a Geotechnical Engineer and Engineering Geologist. The Geotechnical Report shall provide specific recommendations for cut/fill slopes, foundations, retaining walls, temporary excavations, utility trenches, by the proposed development. The report shall present detailed geotechnical recommendations for design and construction of the proposed project and improvements, as well as mitigation of known geologic hazards. The Geotechnical Report shall be prepared in accordance with the County of Ventura standards and shall be submitted to the Public Works Department for review and approval prior to the issuance of a Grading Permit.

140. All pavement structural sections shall be designed by the project Geotechnical Engineer and Engineering Geologist and submitted in conjunction with the final geotechnical report for review and approval by the Public Works Department prior to the issuance of a Grading Permit.

141. All slopes shall be 2:1 (horizontal to vertical) or less in accordance with the approved geotechnical studies.

142. The applicant shall provide for the mitigation of the potential for liquefaction and lateral spreading based on the recommendations in the project Geotechnical Report. Liquefaction mitigation measures and related plans and details shall be submitted to the Public Works Department for review and approval prior to the issuance of a Grading Permit.

143. The applicant shall eliminate or remediate all geologic hazards associated with this proposed development to the satisfaction of the Public Works Department.

144. Prior to issuance of Grading Permit the applicant shall delineate required over-excavation limits (horizontal/vertical) to address the removal of loose alluvium deposits below undocumented fill on the project Grading Plans.

145. During grading, the project geotechnical engineer shall observe and approve all keyway excavations, removal of fill down to stable bedrock or in-place material, and installation of all sub-drains including their connections. All fill slope construction must be observed and tested by the project geotechnical engineer, and the density test results and reports submitted to the City Engineer and Public Works Director to be kept on file. Cuts and slopes must be observed and mapped by the project geotechnical and civil engineers who will provide any required slope modification recommendations based on the actual geologic conditions encountered during grading. Written approval from the City Engineer and Public Works Director must be obtained prior to any modification of approved plans or geotechnical report requirements.

146. The applicant agrees to address any and all Geotechnical Design and Geological Hazard Mitigation requirements not contained within these conditions, associated with the proposed development that may arise during final design.

147. Prior to issuance of a grading permit, the applicant shall provide a current copy of the preliminary title report (dated within the last ninety (90) days of the initial submittal date), for the subject property.

148. The applicant's engineer shall plot all referenced easements on the site plans and grading plans. All existing and proposed easements shall be reflected on the project plans.

149. During construction all grading and excavation shall be observed and documented by the project Geotechnical Engineer, who shall verify that the excavation, grading, subdrainage, backfill, compaction, and related operations are executed by the site construction personnel in conformance with the provisions of the approved Geotechnical Report. Any deficiencies noted shall be brought to the attention of the grading contractor and the City. Such observations, verifications, related tests, and other pertinent documentation shall be submitted to the Public Works and Community and Economic Development Departments for review and approval prior to the issuance of a Building Permit.

150. Rough Grade Report. At the completion of rough grading, the project Geotechnical Engineer shall submit a comprehensive rough grade report summarizing the required observations, verifications, related tests, and other pertinent documentation to Public Works and Community and Economic Development Departments for review and approval prior to the issuance of a Building Permit. The report shall include the results of all compaction tests as well as a map depicting the limits of over excavation, observed geologic conditions, locations of all density tests, locations and elevations of all removal bottoms, and location and elevation of all retaining wall back-drains and outlets.

151. Rough Grade and Building Pad Certifications. Upon completion of rough grading, the applicant shall submit Rough Grade and Building Pad Certifications on the City's forms. The certifications shall be signed by the project Geotechnical Engineer and project Civil Engineer, as well as the Grading Contractor. The certification shall be accompanied by as-built survey where deemed necessary by the City Engineer to verify compliance with the limits and elevations required by the approved grading and drainage plans. The Rough Grade and Building Pad Certifications shall be reviewed in conjunction with the Rough Grade Report by the City of Santa Paula Public Works Department for approval prior to the issuance of a Building Permit.

152. Approval of Rough Grading. The project Rough Grade Report and Rough Grade and Building Pad Certifications shall be reviewed and approved by the City Engineer. Evidence of such approval shall be provided to the Community and Economic Development Department, Building and Safety Division, prior to the issuance of a Building Permit. No Building Permit shall be issued for the project without these approvals.

153. Final Grade Certification. Prior to the issuance of a Certificate of Occupancy (C of O), the applicant shall submit a Final Grade Certification on the City's form. The Final Grade Certification shall be reviewed and approved by the City Engineer prior to the issuance of a C of O for the project.

154. Prior to the issuance of a C of O, the applicant shall submit elevation certifications for proposed buildings on forms provided by FEMA.

155. During construction, the applicant shall over-excavate any loose alluvium deposits below undocumented fill, characterize geotechnical conditions at bottom depth and perform testing and evaluation to delineate and substantiate over excavation depths. Limits of over excavation shall be approved by the City prior to the placement of engineered fill in excavated areas.

156. Prior to the issuance of a Grading Permit the applicant shall perform additional tests within all proposed onsite infiltration areas in conformance with the Ventura County Technical Guidance Manual for Stormwater Quality Control Measures. Test results and related infiltration recommendations shall be incorporated in the project Geotechnical Report and the design of proposed drainage facilities.

157. The applicant shall provide a geotechnical map prior to issuance of Grading Permit depicting geological data from subsurface field explorations, limits of known fill, geological contacts, and structures. Applicant shall utilize final grading plans as a base

map for geotechnical map and provide any additional geotechnical recommendations based on the final grading and geotechnical map.

158. Prior to the issuance of a Grading Permit the applicant shall provide recommendations for foundation design for the proposed buildings to address anticipated accumulative seismic and static settlements. Such recommendations shall be included in the profile geotechnical report and incorporated in the plans.

159. The applicant shall determine the expansion potential of the finish grade materials at the completion of grading. Grading and foundation design recommendations shall address the expansion potential of finish grade materials. Recommendations shall be included in the rough grade report and pad certification and approved by the City Engineer prior to the issuance of a building permit.

160. At the completion of grading the applicant shall provide samples of the upper grade materials tested for R-Value. Final recommendations for pavement design should be based on the R-Values of the finish grade materials.

161. At the completion of grading the applicant shall provide samples of the onsite soils collected and tested for corrosion potential. Final recommendations for measures including cement type should be based on the corrosion potential of the finish grade allowable materials, concrete type, and protective measures. Recommendations shall be included in the rough grade report and pad certification and approved by the City Engineer prior to the issuance of a building permit.

162. The applicant shall provide a rough grade report prepared by the geotechnical consultant and must be submitted to the City Engineer for review and approval. The report shall include the results of all compaction tests as well as a map depicting the limits of over excavation, observed geologic conditions, locations of all density tests, locations and elevations of all removal bottoms, and location and elevation of all retaining wall back-drains and outlets.

163. During construction all foundation excavations must be observed and approved by the Project Geotechnical Consultant prior to placement of reinforcing steel.

164. The final grading, drainage, shoring, and foundation plans shall be reviewed, signed and wet stamped by the project geotechnical consultant.

165. As applicable, the final shoring and foundation plans shall be reviewed and approved by the Community & Economic Director and Building Official.

<u>Public and Private Streets and Related Improvements</u>

166. Prior to construction of any public improvement, the applicant shall enter into an agreement with the City to complete public improvements, with sufficient surety posted to guarantee the complete construction of all improvements, except as specifically noted in these Conditions of Approval.

167. Prior to final inspection of improvements, the project Registered Civil Engineer shall submit certified original "record drawing" plans with three (3) sets of paper prints and the appropriate plan revision review fees to the City Engineer and Public Works Director along with electronic files in a format satisfactory to the City Engineer and Public Works Director. These "record drawing" plans must incorporate all plan revisions and all construction deviations from the approved plans and revisions thereto. The plans must be "record drawings" on 24" X 36" Mylar® sheets (made with proper overlaps) with a City title block on each sheet. In addition, the applicant shall provide an electronic file update of the City's Master Base Map electronic file, incorporating all streets, sidewalks, streetlights, traffic control facilities, street striping, signage and delineation, storm drainage facilities, water and sewer mains, lines and appurtenances and any other utility facility installed for this project.

168. Prior to reduction of improvement bonds, the applicant must submit reproducible centerline tie sheets on 3-mil polyester film to the City Engineer and Public Works Director.

169. Prior to construction of any public improvement, the applicant shall obtain an encroachment permit.

170. All construction involving public improvements and/or connection to public utilities shall be performed by a competent Class A – General Engineering Contractor with a license in good standing, issued by the Contractors State License Board.

171. The applicant shall submit a site disabled accessibility plan that addresses disabled access paths of travel connecting common areas, parking, public right of way, public transit stops (Faulkner) and buildings per CBC. Site accessibility plan shall be reviewed and approved by the City Engineer and Community and Economic Development Director prior to the issuance of a Grading Permit.

172. Applicant shall submit a pedestrian access and circulation plan to address pedestrian access and connections between buildings, common areas and public right of way. Pedestrian access shall be coordinated with disabled access routes and shall consider sight distance at intersections and crossings of vehicle travel areas. Site pedestrian access and circulation plan shall be reviewed and approved by the City Engineer and Community and Economic Development Director prior to the issuance of a Building Permit.

173. Applicant shall submit a disabled accessible parking plan illustrating locations, numbers and required dimensions of accessible parking for residential units, common areas, and vehicle charging spaces. The parking plan shall be reflected on the precise grading plan with sufficient information to clarify compliance with slope limitations of the current adopted CBC.

174. Prior to issuance of a Grading Permit applicant shall submit a traffic study addressing the project traffic trip generation, and related impacts to Faulkner and the Faulkner/SR126EB/WB Ramps.

175. Prior to issuance of a Grading Permit the applicant shall coordinate with Caltrans District 7 for traffic impacts and any related modifications to Faulkner and the Faulkner/ SR126EB/ WB Ramps.

176. The applicant shall coordinate with the City Engineer, Community and Economic Development Director and Ventura County Transportation Commission (VCTC) for re-establishment of the existing County transit facility from the existing location along the project site's frontage to a new location on Faulkner Road aligning with the eastern portion of the project east of the SR126 on/off ramps. Exact location shall be determined in consultation with VCTC transit staff, and the transit facility shall include bus shelters, trash receptacles, bus turnout and signage consistent with the existing facility configuration, with sidewalk of sufficient width to accommodate bus shelters and required disabled access per CBC and County requirements. Should require width of bus turnout, sidewalk and bus shelter facility exceed available City right of way, a public access easement shall be established and conveyed to the City prior to the approval of right of way improvements for Faulkner Road.

177. Prior to Grading Permit the applicant shall address the extent of off-site improvements to formalize the northeastern access road connecting "I Lane" to Felkins Road. Off-site improvements shall be reviewed and approved by the City Engineer, Community and Economic Development Director and Ventura County Fire Department prior to the issuance of a Grading Permit.

178. Prior to Building Permit the applicant shall dedicate public access easements to the City for sidewalk improvements where sidewalks and related public circulation components extend beyond existing public right of way, as well as for site circulation driveways where fire, police and solid waste services access are required. Proposed easements shall be approved and recorded by the County of Ventura prior to the issuance of a Grading Permit.

<u>Drainage and Hydrology</u>

179. Prior to issuance of a Grading Permit, the applicant shall submit on-site storm drain plans in plan and profile format at a minimum scale of 1"=20' (maximum scale of 1"=40'), with supporting calculations that analyze conditions before and after development for the review and approval by the City Engineer and Public Works Director. Quantities of stormwater, flow rates, on site and contributory offsite drainage areas and patterns, diversions, collection systems, flood hazard areas, sumps, sump locations, detention and NPDES facilities and drainage courses must be addressed in the drainage plans and associated calculations.

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

181. If a new drainage is conveyed to or through adjacent properties, additional easements and/or approvals may be required prior to the recordation of a Final Map.

182. The applicant shall submit a Project Drainage Report, prepared by a California Registered Civil Engineer, to address existing and proposed hydrology, including offsite flow patterns which currently influence the project site. Report shall address developed hydrology associated with the site development, based on the provisions of the Ventura County Hydrology Manual and associated methodology, addressing both 10-year and 100-year existing and proposed drainage conditions, including provisions for the interception and conveyance of the 10-year design storm and flood hazards associated with the 100-year storm. Calculations for the mitigation of increased stormwater runoff shall be provided to support on-site detention facility sizing. Calculations shall address the detailing and sizing of area drains, catch basins and storm drain laterals on site, and shall be coordinated with the project Storm Drain Plans. The Project Drainage Report shall be submitted to the Public Works Department for review and approval prior to the issuance of a Grading Permit.

183. Hydrology calculations must be per current Ventura County Standards, utilizing the VCRat software with site specific design parameters, and to the satisfaction of the City Engineer and Public Works Director prior to the issuance of a Grading Permit.

184. The applicant shall provide for the interception of tributary areas of offsite drainage to maintain existing drainage patterns for adjacent properties. Onsite storm drain systems shall be designed to accommodate the interception and associated conveyance of such tributary offsite drainage to the satisfaction of the City Engineer and Public Works Director prior to the issuance of a Grading Permit.

185. The applicant's engineer shall provide for detention of on-site storm drainage, based on either offsite storm drain capacity limitations or a 'no net increase' approach, whichever yields the greater volume or required detention. Such calculations shall be included in the Project Drainage Report to the satisfaction of the City Engineer and Public Works Director prior to the issuance of a Grading Permit.

186. Applicant shall avoid the use of grated inlets for drainage interception at alleys, driveways, and roadways. Side inlets shall be provided at alleys, driveways, and roadways.

187. Runoff coefficient values shall be reflective of final design conditions. Storm drain infiltration devices shall be sized according to final runoff coefficient values. Such calculations shall be included in the Project Drainage Report to the satisfaction of the City Engineer and Public Works Director prior to the issuance of a Grading Permit.

188. Unless specifically approved by the City, the project storm drain system shall be privately owned and maintained. Storm drain plans shall clarify that the project storm drain system is not to be maintained by the City of Santa Paula.

National Pollutant Discharge Elimination System (NPDES)

189. Prior to the start of grading or any ground disturbance, the applicant shall identify a responsible person experienced in NPDES compliance who is acceptable to the City Engineer and Public Works Director. The designated NPDES person (superintendent) shall be present, on the project site Monday through Friday and on all other days when the probability of rain is forty percent (40%) or greater and prior to the start of and

during all grading or clearing operations until the release of grading bonds. The superintendent shall have full authority to rent equipment and purchase materials to the extent needed to effectuate Best Management Practices. The superintendent shall be required to assume NPDES compliance during the construction of streets, storm drainage systems, all utilities, buildings, and final landscaping of the site.

190. Development shall conform to the current requirements for the County's MS4 permit for new development.

191. All storm water facilities shall conform to the most current Ventura County Technical Guidance Manual for Storm Water Quality Control Measures.

192. In-tract improvements shall incorporate Low Impact Development standards.

193. A State Storm Water Pollution Prevention Plan (SWPPP) is required for all ground disturbing activities that are greater than one acre. Prior to Grading Permit issuance, a Notice of Intent (NOI) and the SWPPP shall be filed with the State Water Resources Control Board, and a Waste Discharger Identification (WDID) number must be obtained.

194. Development shall conform to the current requirements for the County's MS4 permit for new developments. The applicant's engineer shall design required water quality mitigation features and related storm water mitigation volumes (Qpm) in accordance with the Ventura County Technical Guidance Manual for Stormwater Quality Control Measures, NPDES and City requirements. Calculations shall be submitted with the Project Drainage Report. All covenants shall be submitted to the Public Works Department for review and approval and be recorded prior to Grading Permit issuance.

195. Prior to the issuance of a Grading Permit applicant shall provide for the mitigation of the project's storm water quality impacts. The applicant shall provide calculations for the sizing and location of devices intended to mitigate such impacts and coordinate the locations of required water quality treatment devices on the Storm Drain Plans. The details of the required devices shall be included in the Project Drainage Report and detailed on the project plans.

VESTING TENTATIVE MAP

196. Except as otherwise provided by a development agreement or pursuant to Government Code § 66452.6(a)(1), a tentative map expires twenty-four (24) months after the date the map was approved unless an extension is granted.

197. The right conferred upon a vesting tentative map is vested for an initial period of twenty-four (24) months from the date a final map is recorded. Where several final maps are recorded on various phases of a project, approved by a single vesting tentative map, this period begins for each when the final map for that phase is recorded.

198. The initial period is automatically extended by any time used by the City for processing a complete application for a grading permit or for design or architectural review, if the period used by the city to process the application exceeds (30) days from the date the complete application is filed.

199. The conditions under which an extension of time or stay is granted for a vesting tentative map must be consisted with that established for tentative maps.

200. If a developer submits a complete application for a building permit during the initial time period, or any granted extension, the rights conferred by the vesting map continue until the expiration of that building permit or any extension to that building permit that the City may issue.

201. Within twenty-four (24) months after the date the City Council approves a tentative map, or any later date that may be authorized by an extension granted pursuant to this article, the subdivider must cause the subject property to be accurately surveyed and a Final Map to be prepared in conformance with the tentative map and any and all applicable conditions.

202. The Final Map must be processed in accordance with SPMC §§16.80.410 through 18.80.470.

VENTURA COUNTY AIR POLLUTION CONTROL DISTRICT

203. Prior to commencement of earthwork operations, the permittee shall submit documentation to the satisfaction of the City of Santa Paula and the Ventura County Air Pollution Control District that all non-road diesel powered equipment used onsite for site preparation and construction activities, including site earthmoving and grading operations, are registered in the California Air Resources Board's Diesel Off-road On-line Reporting System and meets or exceeds requirements specified in the California Air Resources Boards In-Use Off-Road Vehicle Regulation. Such documentation shall be submitted to the City of Santa Paula and the Ventura County Air Pollution Control District for any applicable equipment brought on-site subsequent to commencement of earthwork operations. Moreover, all such documentation shall be maintained and made available to the City of Santa Paula and the Ventura County Air Pollution Control District for the duration of project construction.

SPECIAL CONDITIONS

204. Applicant shall prepare plans for common mailbox areas that places mailbox structures off the sidewalk and roads. Adequate downward-shielded lighting to see mailbox numbers shall also be included.

ADDED CONDITIONS

205. The applicant and city staff shall conduct a study session with the residents of Felkins Road to address concerns regarding potential access impacts to their private street caused by the project.

206. The CC&Rs shall include language for the enforcement by the HOA of garages to be used for vehicle parking.

By signing this document, the Applicant certifies that he/she has read, understood, and agrees to the project conditions listed in this document.

_____ _____

Applicant/Applicant's Representative Date

ATTACHMENT B

PROJECT PLANS

Area Breakdown

Lot Coverage: 162,617 SF | 3.73 AC (38.3%)

Streets, Uncovered Parking & Driveways: 130,843 SF | 3.0 AC (30.9%)

Landscape:

Softscape	69,068 SF	1.56 AC (16.0%)
	*4,530 SF	0.10 AC (0.01%)
Hardscape	46,391 SF	1.06 AC (11.0%)

Amenities: 10,042 SF | 0.23 AC (2.3%)

Total Area: 423,491 SF | 9.72 AC

*Note: This area was not calculated toward the landscape "softscape" number as they contained: transformers, water meters, fire hydrants and other etc.

Comment Response:

Per Section 16.85.070 Development Standards item (B) clarify on plans compliance with 90 cubic feet of private storage (enclose weatherproofed and lockable). – **Achieved within enclosed garage space with suspended overhead storage rack.**

Project Summary

Total Site Area: ± 9.7 Acres

Total Units: 213 Homes

- (27) Plan 1 - 13%
  - ± 1,243 SF
  - 2 Bedroom | 2.5 Bath
- (28) Plan 2 - 13%
  - ± 1,526 SF
  - 3 Bedroom | 3.0 Bath
- (49) Plan 2X - 23%
  - ± 1,597 SF
  - 3 Bedroom | 3.0 Bath
- (5) Plan 2Y - 2%
  - ± 1,973 SF
  - 4 Bedroom | 3.0 Bath | Flex
- (73) Plan 3 - 34%
  - ± 1,606 SF
  - 3 Bedroom | 2.5 Bath | Den
- (31) Plan 4 - 15%
  - ± 1,840 SF
  - 4 Bedroom | 3.5 Bath | Den

Density: 21.9 Homes per Acre

Average SF per Unit: 1,590 SF

Parking:

Required: 480 Spaces (2.27 spaces per home)
- (213) Home x 2 Car Garage = 426 Spaces
- (213) Guest x 0.25 Spaces = 54 Spaces

Provided: 480 Spaces (2.27 spaces per home)
- Garage: 426 Spaces
- Head In: 16 Spaces (9' x 20')
- Parallel: 38 Spaces (8' x 24')

Notes:

1. Site plan is for conceptual purposes only.
2. Site plan must be reviewed by planning, building, and fire departments for code compliance.
3. Base information per civil engineer.
4. Civil engineer to verify all setbacks and grading information
5. Building Footprints might change due to the final design elevation style.
6. Open space area is subject to change due to the balcony design of the elevation.
7. Building setbacks are measured from property lines to building foundation lines.

CONCEPTUAL SITE PLAN 23

895 FAULKNER ROAD

SANTA PAULA CA

HDG HARRIDGE DEVELOPMENT GROUP

0 20 40 80

© 2025 WILLIAM HEZMALHALCH ARCHITECTS, INC. dba WHA.

SP-TR6114 | 2020241 | 08-08-25

ARCHITECTS . PLANNERS . DESIGNERS
WHA.
ORANGE COUNTY . LOS ANGELES . BAY AREA

4 LEFT

2 RIGHT

2 1 2X 3R 3R 3R 4 REAR

(A) Spanish

Inspired by the architecture of Spain and the Spanish missions, the Spanish style consists of simple massing with mostly gable end roofs of concrete "S" tile or barrel tile. Shallow roof pitches vary from 3:12 to 5:12 with minimal overhangs. Exterior walls consist of light-colored smooth stucco with sand finish. Other elements include recessed windows, gable end tile detailing, wrought iron details and decorative shutters.

7-Plex Building Elevations | Spanish

895 FAULKNER ROAD

SANTA PAULA, CA

HDG HARRIDGE DEVELOPMENT GROUP

Note: Artist's Conception; Colors, Materials And Application May Vary.

3

0 4 8 16

CONCEPT REVIEW SUBMITTAL

© 2025 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA | 2020241.02 | 05-13-25

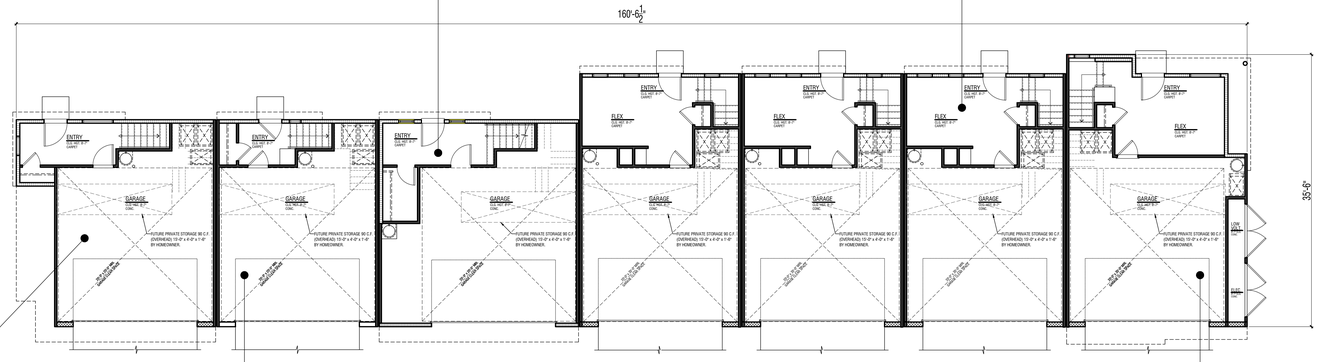
ARCHITECTS . PLANNERS . DESIGNERS

WHA.

ORANGE COUNTY . LOS ANGELES . BAY AREA . SACRAMENTO

THIRD FLOOR

SECOND FLOOR



FIRST FLOOR

Plan 2X
3 BEDROOM | 3 BATH |
± 1,597 S.F.

Plan 3R
3 BEDROOM | 2.5 BATH | FLEX
± 1,606 S.F.

Plan 2
3 BEDROOM | 3 BATH |
± 1,526 S.F.

Plan 1
2 BEDROOM | 2.5 BATH |
± 1,243 S.F.

Plan 4
4 BEDROOM | 3 BATH |
± 1,840 S.F.

Composite Floor Plan
Building Type 700 - 7Plex Townhomes

HARRIDGE DEVELOPMENT GROUP

895 FAULKNER ROAD

SANTA PAULA, CA

PRELIMINARY DESIGN SET

© 2025 WILLIAM HEZMALHALCH ARCHITECTS, INC. dba WHA. | 2020241 | 06-09-25

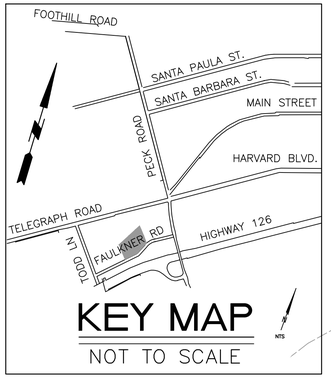
ARCHITECTS . PLANNERS . DESIGNERS
WHA.
ORANGE COUNTY . LOS ANGELES . BAY AREA

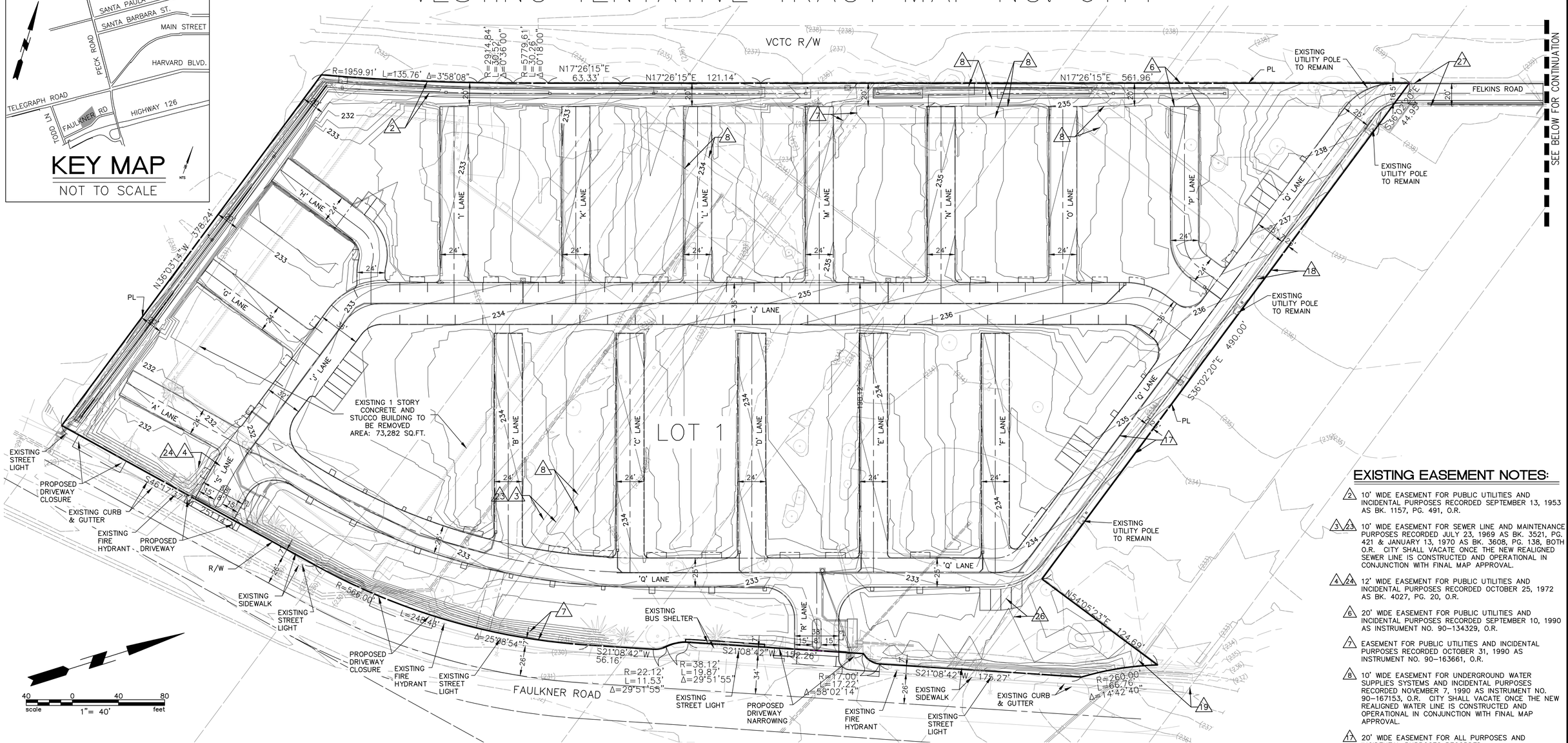
ATTACHMENT C

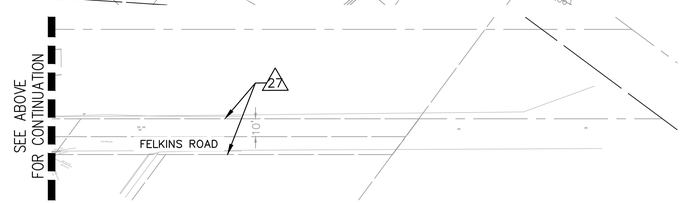
VESTING TENTATIVE TRACT MAP NO. 6114

FOR CONDOMINIUM PURPOSES, IN THE CITY OF SANTA PAULA, COUNTY OF VENTURA, STATE OF CALIFORNIA.

VESTING TENTATIVE TRACT MAP NO. 6114







UTILITY PURVEYORS:

WATER	*CITY OF SANTA PAULA* *PUBLIC WORKS DEPARTMENT* *866 E MAIN STREET* *SANTA PAULA, CA 93060* *(805) 933–4282*
SEWER	*CITY OF SANTA PAULA* *PUBLIC WORKS DEPARTMENT* *866 E MAIN STREET* *SANTA PAULA, CA 93060* *(805) 933–4282*
CABLE	*TIME WARNER CABLE* *NEW DEVELOPMENT DEPARTMENT* *(833) 267–6094*
ELECTRIC	*SOUTHERN CALIFORNIA EDISON* *VENTURA DISTRICT HUB* *CUSTOMER SERVICE DEPARTMENT* *(800) 655–4555*
GAS	*SOUTHERN CALIFORNIA GAS COMPANY* *FIELD PLANNING DEPARTMENT* *(877) 238–0092*
TELEPHONE	*VERIZON* *(704) 215–0740 – TEXT ONLY*
TELEPHONE/INTERNET	*FRONTIER COMMUNICATIONS* *NEW BUSINESS DEPARTMENT* *(855) 291–4310*

GENERAL NOTES:

OWNER	*SP HARRIDGE SANTA PAULA LLC* *1875 CENTURY PARK EAST, SUITE 1130* *LOS ANGELES, CA 90067* *(323) 658–1511*
ENGINEER	*D&D ENGINEERING INC* *5708 CAHUENGA BLVD.* *NORTH HOLLYWOOD, CA 91601* *(424) 351–6800*
GEOTECHNICAL	*IRVINE GEOTECHNICAL INC.* *145 N. SIERRA MADRE BLVD., SUITE #1* *PASADENA, CA 91107* *(626) 844–6641*
	GEOTECHNICAL ENGINEERING EXPLORATION – PRELIMINARY FINDINGS *REPORT IC 20108–I DATED 10/23/2020* *REPORT IC 20108–I DATED 2/19/2025*

THE SOURCE OF INFORMATION USED TO DEVELOP THE CONTOURS SHOWN ON THE MAP IS FROM THE TOPOGRAPHIC SURVEY PREPARED BY BENNER AND CARPENTER, INC. DATED 10/2/2024.

LAND USE INFORMATION:

1. GENERAL PLAN LAND USE DESIGNATION = COMMERCIAL
   EXISTING ZONING = C–G: COMMERCIAL–GENERAL
2. GROSS AREA:
   EXISTING PARCEL 1: 222,826 SQ. FT. (5.12 ACRES)
   EXISTING PARCEL 2: 38,939 SQ. FT. (0.89 ACRES)
   EXISTING PARCEL 3: 138,466 SQ. FT. (3.18 ACRES)
   EXISTING PARCEL 4: 23,260 SQ. FT. (0.53 ACRES)
   TOTAL: 423,491 SQ. FT. (9.72 ACRES)
3. NUMBER OF PARKINGS REQUIRED:
   2 CAR GARAGE PER HOME
   0.25 GUEST SPACES PER HOME
4. NUMBER OF PROPOSED LOTS: 1

EXISTING EASEMENT NOTES:

2 — 10' WIDE EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED SEPTEMBER 13, 1953 AS BK. 1157, PG. 491, O.R.

3 23 — 10' WIDE EASEMENT FOR SEWER LINE AND MAINTENANCE PURPOSES RECORDED JULY 23, 1969 AS BK. 3521, PG. 421 & JANUARY 13, 1970 AS BK. 3608, PG. 138, BOTH O.R. CITY SHALL VACATE ONCE THE NEW REALIGNED SEWER LINE IS CONSTRUCTED AND OPERATIONAL IN CONJUNCTION WITH FINAL MAP APPROVAL.

4 24 — 12' WIDE EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED OCTOBER 25, 1972 AS BK. 4027, PG. 20, O.R.

6 — 20' WIDE EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED SEPTEMBER 10, 1990 AS INSTRUMENT NO. 90–134329, O.R.

7 — EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED OCTOBER 31, 1990 AS INSTRUMENT NO. 90–163661, O.R.

8 — 10' WIDE EASEMENT FOR UNDERGROUND WATER SUPPLIES SYSTEMS AND INCIDENTAL PURPOSES RECORDED NOVEMBER 7, 1990 AS INSTRUMENT NO. 90–167153, O.R. CITY SHALL VACATE ONCE THE NEW REALIGNED WATER LINE IS CONSTRUCTED AND OPERATIONAL IN CONJUNCTION WITH FINAL MAP APPROVAL.

17 — 20' WIDE EASEMENT FOR ALL PURPOSES AND INCIDENTAL PURPOSES RECORDED FEBRUARY 23, 1954 AS BK. 1184, PG. 529, O.R.

18 — 5' WIDE EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED OCTOBER 6, 1954 AS BK. 1233, PG. 537, O.R.

19 — EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED OCTOBER 15, 1954 AS BK. 1235, PG. 572, O.R

26 — 15' WIDE EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED JANUARY 25, 1991 AS INSTRUMENT NO. 91–010189, O.R.

27 — OFFER OF DEDICATION FOR PUBLIC STREET & HIGHWAY & INCIDENTAL PURPOSES RECORDED FEBRUARY 9, 2001 AS INSTRUMENT NO. 2001–0024019, O.R.

811 Know what's **below.** **Call** before you dig.

PREPARED BY:

PROJECT ENGINEER
R.C.E. 59589 DATE: 6/11/2025

REGISTERED PROFESSIONAL ENGINEER — HARRIE HAGERMAN — No. 59589 — CIVIL — STATE OF CALIFORNIA

REV.	SYM.	DESCRIPTION	C.O.#	DATE	APPD	DATE

CITY OF SANTA PAULA — CALIFORNIA

PROJECT NO. 2025-CDP-01

VESTING TENTATIVE TRACT MAP NO. 6114
FOR CONDOMINIUM PURPOSES

REVIEWED AND RELEASED:			REVIEWED AND RELEASED:	
PUBLIC WORKS DIRECTOR		DATE	CITY ENGINEER	DATE
DESIGNED BY: PH	DRAWN BY: PH	CHECKED BY: HN	DRAWING NUMBER ___-___-___	
DATE:	DATE:	DATE: 6/11/2025	SHEET 1 OF 2	

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA PAULA IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

PARCEL 1 AS DESCRIBED IN EXHIBIT "B" AS SHOWN ON LOT LINE ADJUSTMENT NO. CDP 87-12 RECORDED FEBRUARY 9, 2001 AS INSTRUMENT NO. 2001-0024017-00 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED IN THE DOCUMENT AS FOLLOWS:

A PORTION OF PARCELS A, B AND C AS SHOWN ON SURVEY OF THE HEDRICK RANCH, IN THE CITY OF SANTA PAULA, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2, PAGE 93 OF RECORD OF SURVEYS, BEING ALSO A PORTION OF LOT 32 OF THE RANCHO SANTA PAULA Y SATICOY, AS PER MAP RECORDED IN BOOK A, PAGE 290 OF MISCELLANEOUS RECORDS (TRANSCRIBED RECORDS FROM SANTA BARBARA COUNTY), ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID PARCEL A WITH THE EASTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY RIGHT-OF WAY, 100 FEET WIDE; THENCE NORTHERLY ALONG SAID EASTERLY LINE AND ALONG A NON-TANGENT CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 1959.91 FEET, FROM A RADIAL LINE BEARING SOUTH 67°42'24" EAST AND THROUGH A CENTRAL ANGLE OF 03°58'08", AN ARC DISTANCE OF 135.76 FEET TO A COMPOUND CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 2914.84 FEET, THENCE CONTINUING NORTHERLY ALONG SAID EASTERLY LINE AND ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 00°36'00", AN ARC DISTANCE OF 30.52 FEET TO A COMPOUND CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 5779.61 FEET; THENCE CONTINUING NORTHERLY ALONG SAID EASTERLY LINE AND ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 00°18'00", AN ARC DISTANCE OF 30.26 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 17°26'15" EAST 63.33 FEET; THENCE LEAVING SAID EASTERLY LINE, SOUTH 36°03'14" EAST 150.61 FEET; THENCE NORTH 53°56'46" EAST 112.00 FEET; THENCE NORTH 36°03'14" WEST 88.51 FEET; THENCE NORTH 53°57'40" EAST 205.95 FEET; THENCE SOUTH 36°03'14" EAST 64.82 FEET; THENCE SOUTH 68°51'08" EAST 112.46 FEET; THENCE NORTH 21°08'42" EAST 14.89 FEET; THENCE SOUTH 86°04'03" EAST 60.36 FEET; THENCE SOUTH 68°51'18" EAST 30.84 FEET TO THE WESTERLY LINE OF FAULKNER ROAD AS CONVEYED TO THE CITY OF SANTA PAULA DEED RECORDED FEBRUARY 12, 1991, AS DOCUMENT NO. 017821 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 21°08'42" WEST ALONG SAID WESTERLY LINE, 141.68 FEET TO A TANGENT CURVE CONCAVE EASTERLY WITH A RADIUS OF 38.12 FEET; THENCE CONTINUING SOUTHERLY ALONG SAID WESTERLY LINE AND ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°51'55", AN ARC DISTANCE OF 19.87 FEET TO A REVERSE CURVE CONCAVE WESTERLY WITH A RADIUS OF 22.12 FEET; THENCE CONTINUING SOUTHERLY ALONG SAID WESTERLY LINE AND ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 29°51'55", AN ARC DISTANCE OF 11.53 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 21°08'42" WEST 56.16 FEET TO A TANGENT CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 566.00 FEET; THENCE CONTINUING SOUTHWESTERLY ALONG SAID WESTERLY LINE AND ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 25° 08'55 ARC DISTANCE OF 248.43 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 46°17'37" WEST 251.14 FEET TO AN INTERSECTION WITH SAID SOUTHWESTERLY LINE OF PARCEL A; THENCE NORTH 36°03'14" WEST ALONG SAID SOUTHWESTERLY LINE, 378.24 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THE MINERALS OF EVERY DESCRIPTION, AND ALL THE PETROLEUM AND ASPHALTUM, AND OTHER RIGHTS AS GRANTED TO EDWARD W. HASKELL BY DEED RECORDED DECEMBER 30, 1864 IN BOOK B, PAGE 153 OF DEEDS.

APN: 098-0-020-275 AND 098-0-020-335

PARCEL 2:

PARCEL 2 AS DESCRIBED IN EXHIBIT "B" AS SHOWN ON LOT LINE ADJUSTMENT NO. CDP 87-12 RECORDED FEBRUARY 9, 2001 AS INSTRUMENT NO. 2001-0024017-00 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED IN THE DOCUMENT AS FOLLOWS:

A PORTION OF PARCELS A, B AND C AS SHOWN ON SURVEY OF THE HEDRICK RANCH, IN THE CITY OF SANTA PAULA, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2, PAGE 93 OF RECORD OF SURVEYS, BEING ALSO A PORTION OF LOT 32 OF THE RANCHO SANTA PAULA Y SATICOY, AS PER MAP RECORDED IN BOOK A, PAGE 290 OF MISCELLANEOUS RECORDS (TRANSCRIBED RECORDS FROM SANTA BARBARA COUNTY), ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID PARCEL A WITH THE EASTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY RIGHT-OF-WAY, 100 FEET WIDE; THENCE NORTHERLY LONG SAID EASTERLY LINE AND ALONG A NON-TANGENT CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 1959.91 FEET, FROM A RADIAL LINE BEARING SOUTH 67°42'24" EAST AND THROUGH A CENTRAL ANGLE OF 03°58'08", AN ARC DISTANCE OF 135.76 FEET TO A COMPOUND CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 2914.84 FEET; THENCE CONTINUING NORTHERLY ALONG SAID EASTERLY LINE AND ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 00°36'00", AN ARC DISTANCE OF 30.52 FEET TO A COMPOUND CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 5779.61 FEET; THENCE CONTINUING NORTHERLY ALONG SAID EASTERLY LINE AND ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 00°18'00" AN ARC DISTANCE OF 30.26 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 17°26'15" EAST 63.33 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY LINE, SOUTH 36°03'14" EAST 150.61 FEET; THENCE NORTH 53°56'46" EAST 112.00 FEET; THENCE NORTH 36°03'14" WEST 88.51 FEET; THENCE NORTH 53°57'40" EAST 205.95 FEET; THENCE NORTH 36°02'20" WEST 84.00 FEET; THENCE NORTH 53°57'40" WEST 183.46 FEET; THENCE NORTH 72°33'45" WEST 62.44 FEET TO SAID EASTERLY LINE; THENCE NORTH 17°26'15" EAST ALONG SAID EASTERLY LINE 576.92 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM. ALL THE MINERALS OF EVERY DESCRIPTION, AND ALL THE PETROLEUM AND ASPHALTUM, AND OTHER RIGHTS AS GRANTED TO EDWARD W. HASKELL BY DEED RECORDED DECEMBER 30, 1864 IN BOOK B, PAGE 153 OF DEEDS.

APN: 098-0-020-345

PARCEL 3:

PARCEL 3 AS DESCRIBED IN EXHIBIT "B" AS SHOWN ON LOT LINE ADJUSTMENT NO. CDP 87-12 RECORDED FEBRUARY 9, 2001AS INSTRUMENT NO. 2001-0024017-00 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED IN THE DOCUMENT AS FOLLOWS:

A PORTION OF PARCELS B, C AND D AS SHOWN ON SURVEY OF THE HEDRICK RANCH, IN THE CITY OF SANTA PAULA AND AN UNINCORPORATED AREA, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2, PAGE 93 OF RECORD OF SURVEYS, BEING ALSO A PORTION OF LOT 32 OF THE RANCHO SANTA PAULA Y SATICOY, AS PER MAP RECORDED IN BOOK A, PAGE 290 OF MISCELLANEOUS RECORDS (TRANSCRIBED RECORDS FROM SANTA BARBARA COUNTY), ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS.

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF PARCEL A OF SAID RECORD OF SURVEY WITH THE EASTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY RIGHT-OF-WAY, 100 FEET WIDE; THENCE NORTHERLY ALONG SAID EASTERLY LINE AND ALONG A NON-TANGENT CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 1959.9 FEET, FROM A RADIAL LINE BEARING SOUTH 67°42'24" EAST AND THROUGH A CENTRAL ANGLE OF 03°58'08", AN ARC DISTANCE OF 135.76 FEET TO A COMPOUND CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 2914.84 FEET; THENCE CONTINUING NORTHERLY ALONG SAID EASTERLY LINE AND ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 00°36'00", AN ARC DISTANCE OF 30.52 FEET TO A COMPOUND CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 5779.61 FEET; THENCE CONTINUING NORTHERLY ALONG SAID EASTERLY LINE AND ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 00°18'00", AN ARC DISTANCE OF 30.26 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 17°26'15" EAST 63.33 FEET; THENCE LEAVING SAID EASTERLY LINE, SOUTH 36°03'14" EAST 150.61 FEET; THENCE NORTH 53°56'46" EAST 112.00 FEET; THENCE NORTH 36°03'14" WEST 88.51 FEET; THENCE NORTH 53°57'40" EAST 205.95 FEET TO THE POINT OF BEGINNING; THENCE NORTH 36°02'20" WEST 84.00 FEET; THENCE SOUTH 53°57'40" WEST 183.46 FEET; THENCE NORTH 72°33'45" WEST 62.44 FEET TO SAID EASTERLY LINE; THENCE NORTH 17°26'15" EAST ALONG SAID EASTERLY LINE 576.92 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 17°26'40"EAST 309.56 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID PARCEL D, SAID INTERSECTION BEING THE MOST NORTHERLY CORNER OF PARCEL 6 AS DESCRIBED IN DEED TO KMART CORPORATION RECORDED OCTOBER 19, 1988 AS INSTRUMENT NO. 88-157154 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 36°02'30" EAST 24.89 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL 6; THENCE SOUTH WEST 309.56 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL 6, SAID CORNER BEING ON THE NORTHEASTERLY LINE OF PARCEL 2 AS DESCRIBED IN SAID KMART DEED; THENCE SOUTH. 36°02'20" EAST 29.01 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL 2; THENCE SOUTH 54°02'45"WEST 12.00 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL 2, SAID CORNER BEING ON THE NORTHEASTERLY LINE OF PARCEL 1 AS DESCRIBED IN SAID KMART DEED; THENCE SOUTH 36°02'20" EAST ALONG SAID NORTHEASTERLY LINE OF PARCEL 1 , A DISTANCE OF 390.00 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE OF PARCEL 1, SOUTH 53°57'40" WEST 30.00 FEET; THENCE SOUTH 36°02'20"EAST 102.67 FEET; THENCE SOUTH 21°06'42" WEST 166.65 FEET; THENCE NORTH 68°51'18" WEST 112.46 FEET; THENCE NORTH 36 °02'20" WEST 64.82 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THE MINERALS OF EVERY DESCRIPTION, AND ALL THE PETROLEUM AND ASPHALTUM, AND OTHER RIGHTS AS GRANTED TO EDWARD W. HASKELL BY DEED RECORDED DECEMBER 30, 1864 IN BOOK B, PAGE 153 OF DEEDS.

APN: 098-0-020-355

PARCEL 4:

PARCEL 4 AS DESCRIBED IN EXHIBIT "B" AS SHOWN ON LOT LINE ADJUSTMENT NO. CDP 87-12 RECORDED FEBRUARY 9, 2001 AS INSTRUMENT NO. 2001-0024017-00 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED IN THE DOCUMENT AS FOLLOWS:

A PORTION OF PARCELS C AND D AS SHOWN ON SURVEY OF THE HEDRICK RANCH, IN THE CITY OF SANTA PAULA, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2, PAGE 93 OF RECORD OF SURVEYS, BEING ALSO A PORTION OF LOT 32 OF THE RANCHO SANTA PAULA Y SATICOY, AS PER MAP RECORDED IN BOOK A, PAGE 290 OF MISCELLANEOUS RECORDS (TRANSCRIBED RECORDS FROM SANTA BARBARA COUNTY), ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID PARCEL A OF SAID RECORD OF SURVEY WITH THE EASTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY RIGHT-OF-WAY, 1 00 FEET WIDE; THENCE NORTHERLY ALONG SAID EASTERLY LINE AND ALONG A NON-TANGENT CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 1959.91 FEET, FROM A RADIAL LINE BEARING SOUTH 67°42'24" EAST AND THROUGH A CENTRAL ANGLE OF 03°58'08", AN ARC DISTANCE OF 135.76 FEET TO A COMPOUND CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 2914.84 FEET; THENCE CONTINUING NORTHERLY ALONG SAID EASTERLY LINE AND ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 00°36'00", AN ARC DISTANCE OF 30.52 FEET TO A COMPOUND CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 5779.61 FEET; THENCE CONTINUING NORTHERLY ALONG SAID EASTERLY LINE AND ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 00°18'00" AN ARC DISTANCE OF 30.26 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 17°26'15"EAST 63.33 FEET; THENCE LEAVING SAID EASTERLY LINE, SOUTH 36°03'14" EAST 150.61 FEET; THENCE NORTH 53°56'46" EAST 112.00 FEET; THENCE NORTH 36°03'14" WEST 88.51 FEET; THENCE NORTH 53°57'40" EAST 205.95 FEET; THENCE SOUTH 36°02'20" EAST 64.82 FEET; THENCE SOUTH 68°51'18"EAST 112.46 FEET; THENCE NORTH 21°08'42"EAST 14.89 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 86°04'03"EAST 60.36 FEET; THENCE SOUTH 68°51'18"EAST 30.84 FEET TO THE WESTERLY LINE OF FAULKNER ROAD AS CONVEYED TO THE CITY OF SANTA PAULA IN DEED RECORDED FEBRUARY 12, 1991 AS INSTRUMENT NO. 017821 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 21°08'42" EAST ALONG SAID WESTERLY LINE, 10.58 FEET TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 17.00 FEET; THENCE CONTINUING NORTHERLY ALONG SAID WESTERLY LINE AND ALONG SAID CURVE, FROM A RADIAL LINE BEARING SOUTH 10°48'44" EAST AND THROUGH A CENTRAL ANGLE OF 58°02'34" AN ARC DISTANCE OF 17.22 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 21°08'42" EAST 175.27 FEET TO AN INTERSECTION WITH THE EASTERLY BOUNDARY OF PARCEL 4 AS DESCRIBED IN DEED TO KMART CORPORATION RECORDED OCTOBER 19, 1988 AS INSTRUMENT NO. 88-157154 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHERLY ALONG SAID EASTERLY BOUNDARY AND ALONG A NON-TANGENT CURVE CONCAVE EASTERLY WITH A RADIUS OF 260.00 FEET, FROM A RADIAL LINE BEARING NORTH 88°56'55" WEST AND THROUGH A CENTRAL ANGLE OF 14°42'35", AN ARC DISTANCE OF 66.75 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL 4; THENCE SOUTH 54°05'23" WEST 124.69 FEET TO THE MOST WESTERLY CORNER OF SAID PARCEL 4, SAID CORNER BEING ON THE NORTHEASTERLY LINE OF PARCEL 1 AS DESCRIBED IN SAID KMART DEED; THENCE NORTH 36°02'20" WEST ALONG SAID NORTHEASTERLY LINE, 100.00 FEET A POINT THAT BEARS SOUTH 36°02'20" EAST ALONG SAID NORTHEASTERLY LINE 390.00 FEET FROM THE MOST SOUTHERLY CORNER OF PARCEL 2 AS DESCRIBED IN SAID KMART DEED; THENCE LEAVING SAID NORTHEASTERLY LINE OF PARCEL 1, SOUTH 53°57'40" WEST 30.00 FEET; THENCE SOUTH 36°02'20" EAST 102.67 FEET; THENCE SOUTH 21°08'42" WEST 151.76 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THE MINERALS OF EVERY DESCRIPTION, AND ALL THE PETROLEUM AND ASPHALTUM, AND OTHER RIGHTS AS GRANTED TO EDWARD W. HASKELL BY DEED RECORDED DECEMBER 30, 1864 IN BOOK B PAGE 153 OF DEEDS.

APN: 098-0-020-365

BENCHMARK

VENTURA COUNTY BENCHMARK No. H 1218 1971 (VCPID 29) ELEV = 242.562 (NAVD 88, 1992 ADJ)

A 3.5" VENTURA COUNTY BENCHMARK DISK STAMPED "H 1218 1971", 1.85 MILES SOUTHWESTERLY ALONG THE SOUTHERN PACIFIC RAILROAD FROM THE STATION AT SANTA PAULA, AT THE CROSSING OF PECK ROAD, AT THE NORTH CORNER OR PECK ROAD AND MAIN STREET, 19.0 FEET NORTHWESTERLY FROM THE NORTHWEST RAIL, 17.7 FEET NORTHEASTERLY FROM THE NORTHEAST CURB OF PECK ROAD, 5.0 FEET SOUTHEASTERLY FROM BENCHMARK RV 14 RM 1, IN THE TOP AND 0.4 FOOT NORTHWESTERLY FROM THE SOUTHEAST END OF THE NORTHEAST CONCRETE HEADWALL OF A LARGE CONCRETE BOX CULVERT UNDER THE ROAD, AND ABOUT 1/2 FOOT HIGHER THAN THE TRACK

BASIS OF BEARING

CENTERLINE OF PECK ROAD, SAID BEARING BEING S30°27'57"E.

LEGEND

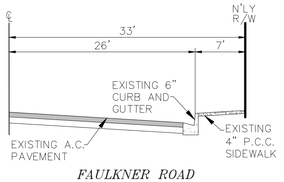
- DRAINAGE SWALE OR DIRECTION OF FLOW
- SLOPE BANK (2:1) UNLESS SHOWN OTHERWISE
- XX — EXISTING CONTOUR ELEVATION FROM AERIAL TOPO
- FINISH GRADE ELEVATION
- PROPOSED 8" WIDE PERIMETER WALL
- TRACT BOUNDARY
- C / F — CUT/FILL LINE
- GB — GRADE BREAK
- ADA ACCESSIBILITY ROUTE
- TRACT BOUNDARY
- RETAINING WALL
- 8" SS — PROPOSED SEWER LINE
- 8" WA — PROPOSED WATER LINE
- SD — PROPOSED STORM DRAIN
- (SS) — EXISTING SEWER LINE
- (WA) — EXISTING WATER LINE
- EXISTING MAJOR CONTOUR LINE
- EXISTING MINOR CONTOUR LINE

BW	BACK OF WALK
FF	FINISHED FLOOR
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL	FLOW LINE
FS	FINISHED SURFACE
HP	HIGH POINT
INV	INVERT ELEVATION
PE	PAD ELEVATION
PP	POWER POLE
TC	TOP OF CURB
TF	TOP OF FOOTING
TW	TOP OF WALL
FS	FINISH SURFACE
FL	FLOW LINE
EG	EDGE OF PAVEMENT
PE	PAD ELEVATION
(XXXX.XX)	EXISTING ELEVATION
XX.XX	PROPOSED ELEVATION
MSBL	MINIMUM SETBACK LINES

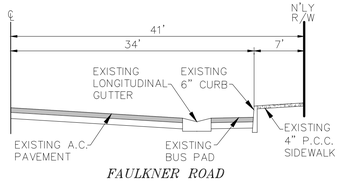
- PROPOSED A.C. PAVEMENT
- PROPOSED SIDEWALK
- PROPOSED OPEN SPACE

EARTHWORK QUANTITIES TABLE

DESCRIPTION	CUT (CY)	FILL (CY)
RAW VOLUME (INCLUDES 24" CUT WITHIN STREETS AND ALLEYS FOR UTILITY SPOILS AND PAVEMENT SECTION AND 8" PAD THICKNESS)	6,250	7,450
OVEREX & RECOMPACT 5' BELOW (PER SOILS RECOMMENDATIONS)	65,250	65,250
GRADING SUBTOTAL VOLUME	71,500	72,700
SHRINKAGE (ASSUME 10%)	–	7,270
SPOILS (33 CY PER UNIT)	7,030	–
SPOILS (UTILITY INSTALLATION)	500	–
GRADING SUB TOTAL VOLUME:	79,030	79,970
NET IMPORT		940



FAULKNER ROAD
(OUTSIDE OF LIMIT OF EXISTING BUS SHELTER)



FAULKNER ROAD
(WITHIN LIMIT OF EXISTING BUS SHELTER)

D & D ENGINEERING, INC.
119 W. HYDE PARK BLVD.
INGLEWOOD, CA 90302
Phone: 424-351-6800

CITY OF SANTA PAULA

LEGAL DESCRIPTION AND NOTES

SCALE: NA
DATE: 6/11/2025
SHT NO.: 2 OF 2

Drawing Name: J:\2021\Eng\21007\Construct-Estimate\11X17\00_TTM Santa Paula_Legal.dwg
Last Opened: Jun 10, 2025 - 11:50am by: Patrick Ho

ATTACHMENT D

FEIR ADDENDUM & APPENDICES

Use the following link to view this document

https://santapaulaced.box.com/s/vsn4br83ohivhsz3m8o9sxow3skoe903

ATTACHMENT E

CC&Rs

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

Pham Law Group, Inc.
709 E. Colorado Blvd., Suite 200
Pasadena, CA 91101
Attn: Bill Pham, Esq.

(*Space Above For Recorder's Use*)

DECLARATION OF COVENANTS, CONDITIONS AND

RESTRICTIONS AND RESERVATION OF EASEMENTS

FOR

[895 FAULKNER ROAD]

THIS DECLARATION CONTAINS A BINDING ARBITRATION PROVISION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT. ARBITRATION INCLUDES A WAIVER OF THE CONSTITUTIONAL RIGHT TO A JURY. YOU MUST READ THE ARBITRATION PROVISION CAREFULLY AND SHOULD CONSULT LEGAL COUNSEL WITH ANY QUESTIONS.

TABLE OF CONTENTS

Page

ARTICLE I 2

1. Definitions 2

1.1 Annexable Territory. 2

1.2 Architectural Committee or Committee 2

1.3 Articles. 2

1.4 Assessment, Annual. 2

1.5 Assessment, Capital Improvement. 2

1.6 Assessment, Reconstruction. 3

1.7 Assessment, Special. 3

1.8 Association. 3

1.9 Association Property. 3

1.10 Beneficiary. 4

1.11 Board or Board of Directors. 4

1.12 Budget. 4

1.13 Bylaws 4

1.14 City. 4

1.15 Close of Escrow. 4

1.16 Common Area. 4

1.17 Common Expenses 5

1.18 Common Interest Development. 5

1.19 Common Property. 5

1.20 Condominium. 5

1.21 Condominium Building. 6

1.22 Condominium Plan. 6

1.23 Declarant. 6

1.24 Declaration. 6

1.25 Declaration of Alternative Dispute Resolution. 6

1.26 Deed of Trust. 7

1.27 Drainage and Stormwater Quality Improvements. 7

1.28 DRE 7

1.29 Family. 7
1.30 FHA....7
1.31 FHLMC.....7
1.32 Fiscal Year. 7
1.33 FNMA. 8
1.34 GNMA. 8
1.35 Governmental Agency. 8
1.36 Improvements. 8
1.37 Limited Warranty. 8
1.38 Maintenance Funds. 8
1.39 Maintenance Manual. 8
1.40 Manager. 9
1.41 Member, Membership. 9
1.42 Mortgage. 9
1.43 Mortgagee, Mortgagor. 9
1.44 Notice and Hearing. 9
1.45 Notice of Addition. 9
1.46 Owner. 9
1.47 Person. 10
1.48 Phase 1. 10
1.49 Phase of Development. 10
1.50 Project. 10
1.51 Property. 10
1.52 Record, File, Recordation. 10
1.53 Residence. 10
1.54 Restrictions. 10
1.55 Rules and Regulations. 11
1.56 Separate Interest or Unit. 11
1.57 Subdivision Map. 11
1.58 Telecommunications Facilities. 11
1.59 Telecommunications Services. 11
1.60 Terrace(s). 11
1.61 VA. 12

ARTICLE II 12
2. Homeowners Association. 12
2.1 Organization of Association. 12
2.2 Duties and Powers. 12
2.3 Membership. 14
2.4 Transfer. 14
2.5 Classes of Membership. 14
2.6 Voting Rights. 15
2.7 Repair and Maintenance by the Association. 16
2.8 Unsegregated Real Property Taxes. 18
2.9 Repair and Maintenance by Owners. 19
2.10 Water Intrusion. 21
2.11 Mold. 21
2.12 Use of Agent. 22
ARTICLE III 22
3. Rights in Common Property. 22
3.1 Association Easement. 22
3.2 Partition. 22
3.3 Members' Easements in Common Property. 22
3.4 Extent of Members' Easements. 23
3.5 Delegation of Use. 24
3.6 Waiver of Use. 24
3.7 Damage by Member. 24
ARTICLE IV 25
4. Architectural Review Committee. 25
4.1 Members of Committee. 25
4.2 Review of Plans and Specifications. 25
4.3 Condition of Approval. 27
4.4 Commencement of Construction. 27
4.5 Meetings of the Committee. 27
4.6 No Waiver of Future Approvals. 27
4.7 Compensation of Members. 28
4.8 Correction of Defects. 28

4.9 Scope of Review. 29
4.10 Variances. 29
4.11 Appeals. 30
ARTICLE V 30
5. Association Maintenance Funds and Assessments. 30
5.1 Personal Obligation of Assessments. 30
5.2 Maintenance Funds of Association. 30
5.3 Purpose of Assessments. 31
5.4 Allocation of Assessments. 31
5.5 Limitations on Annual and Special Assessment Increases. 32
5.6 Annual Assessments/Commencement-Collection. 33
5.7 Capital Improvement Assessments. 35
5.8 Delinquency. 35
5.9 Creation and Release of Lien. 36
5.10 Enforcement of Liens. 37
5.11 Priority of Assessment Lien. 38
ARTICLE VI 39
6. Project Easements and Rights of Entry. 39
6.1 Easements. 39
6.2 Rights of Entry. 42
ARTICLE VII 43
7. Declarant's Rights and Reservations. 43
ARTICLE VIII 47
8. Residence and Use Restrictions. 47
8.1 Single Family Residences. 47
8.2 Alterations; Inside and Outside Installations. 48
8.3 Animal Regulations. 49
8.4 Antenna. 49
8.5 Business or Commercial Activity. 50
8.6 Common Property Facilities. 51
8.7 Drainage. 51
8.8 Firearms and Fireworks. 51
8.9 Further Subdivision. 52

8.10 Garbage/Trash. 52
8.11 Hazardous, Toxic, Flammable, Corrosive or Explosive Materials. 52
8.12 Nuisances. 53
8.13 Parking and Vehicular Restrictions. 53
8.14 Rights of Handicapped. 54
8.15 Roof: Access Restrictions. 55
8.16 Signs. 55
8.17 Sound Attenuation. 56
8.18 Terraces. 56
8.19 View Obstructions. 57
8.20 Water Supply System. 58
8.21 Window Coverings. 58
ARTICLE IX 58
9. Insurance. 58
9.1 Duty to Obtain Insurance; Types. 58
9.2 Waiver of Claim Against Association. 59
9.3 Right and Duty of Owners to Insure. 59
9.4 Notice of Expiration Requirements. 60
9.5 Insurance Premiums. 60
9.6 Trustee for Policies. 60
9.7 Actions as Trustee. 61
9.8 Annual Insurance Review. 61
9.9 Required Waiver. 61
ARTICLE X 62
10. Destruction of Improvements. 62
10.1 Restoration of the Property. 62
10.2 Sale of Property and Right to Partition. 63
10.3 Interior Damage. 64
10.4 Notice to Owners and Listed Mortgagees. 64
ARTICLE XI 64
11. Eminent Domain. 64
11.1 Project Condemnation. 64
11.2 Condemnation of Common Property. 65

11.3 Condemnation of Condominiums. 65
11.4 Condemnation of Portions of Units. 65
11.5 Portions of Awards in Condemnation Not Compensatory for Value of Real Property. 66
11.6 Notice of Owners and Mortgagees. 66
ARTICLE XII 66
12. Rights of Mortgagees. 66
ARTICLE XIII 70
13. Duration and Amendment. 70
13.1 Duration. 70
13.2 Amendment. 70
13.3 Protection of Declarant. 73
ARTICLE XIV 73
14. Enforcement of Certain Bonded Obligations. 73
14.1 Consideration by Board of Directors. 73
14.2 Consideration by the Members. 74
ARTICLE XV 74
15. General Provisions. 74
15.1 Legal Proceedings; Arbitration; Actions Arising From Restrictions. 74
15.2 Notification of Construction Claims. 75
15.3 Notice to Members of Other Civil Action Against Declarant. 76
15.4 Alternative Dispute Resolution. 77
15.5 Violation of Restrictions. 82
15.6 Severability. 83
15.7 Interpretation. 83
15.8 Mergers or Consolidations. 83
15.9 Use of Common Property. 83
15.10 No Public Right or Dedication. 84
15.11 No Representations or Warranties. 84
15.12 Nonliability and Indemnification. 84
15.13 Notices. 85
15.14 Priorities and Inconsistencies. 85
15.15 Constructive Notice and Acceptance. 86

15.16 Declarant Delivery of Documents. 86
15.17 Disclosure of Agricultural Operations and Right to Farm. 87
15.18 Disclosure of Prohibited Vehicles. 88
15.19 Additional Provisions. 88
ARTICLE XVI 88
16. Annexation of Additional Property. 88
16.1 Additions by Declarant. 88
16.2 Other Additions. 88
16.3 Rights and Obligations-Added Territory. 89
16.4 Notice of Addition of Territory. 89
16.5 Deannexation; Amendment. 90
16.6 Power of Attorney. 90
ARTICLE XVII 91
17. Covenants in Favor of Local Jurisdiction. 91
17.1 Local Jurisdiction. 91

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

AND RESERVATION OF EASEMENTS

FOR

[895 FAULKNER ROAD]

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR [895 FAULKNER ROAD] ("***Declaration***") is made by SP HARRIDGE SANTA PAULA, LLC, a Delaware limited liability company ("***Declarant***").

P R E A M B L E:

A. Declarant is the owner of that certain real property ("***Phase 1***") located in the City of Santa Paula ("***City***"), County of Ventura ("***County***"), State of California, described as follows:

> Phase 1 Property, as shown and described in the Condominium Plan for Tract 6114 Phase 1 recorded concurrently herewith, encumbering Lot 1 of Tract No. 6114, as shown on that certain Subdivision Map filed on _____, in Book ____ at Pages ___ through ___, inclusive, of Miscellaneous Records (Maps), in the Office of the Ventura County Recorder.

B. It is the desire and intention of Declarant to subdivide the Property (as hereinafter defined) to create condominium estates in accordance with the Davis-Stirling Common Interest Development Act and to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all the condominium estates created. To such end, Declarant deems it desirable to create a corporation under the Nonprofit Mutual Benefit Corporation Law of the State of California which will be delegated and assigned the powers of owning and maintaining the Common Property (as hereinafter defined), administering and enforcing the covenants and restrictions established by this Declaration, and collecting and disbursing the assessments and charges hereinafter created.

C. Declarant hereby declares that all of the Property is to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, reservations, rights, easements, conditions and covenants, all of which are declared and agreed to be in furtherance of a plan for the protection, subdivision, maintenance, improvement and sale of the Property for the purpose of enhancing the value, desirability and attractiveness of the Property. All provisions of this Declaration, including without limitation the easements, uses, obligations, covenants, conditions and restrictions hereof, are hereby imposed as equitable servitudes upon the Property. All of the limitations, restrictions, reservations, rights, easements, conditions and covenants herein shall run with and burden the Property and shall be binding on and for the benefit of all of the Property and all Persons having or acquiring any right, title or interest in the Property, or any part thereof, and their successive owners and assigns.

E. Declarant, its successors, assigns and grantees, covenant and agree that the undivided interest in the Common Area, the Membership in the Association, any easements conveyed therewith and the fee title to each respective Unit conveyed therewith shall not be separated or separately conveyed, and each such undivided interest, Membership and easement shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the Unit; provided, however, that this restriction upon the severability of the component interests of the Condominiums shall not extend beyond the period for which the right to partition the Property is suspended in accordance with § 4610 of the California Civil Code (or any successor or replacement statute) and the provisions of Article X hereof. Any conveyance by an Owner of a Condominium, or any portion thereof, shall be presumed to convey the entire Condominium, together with a Membership in the Association.

ARTICLE I

1. Definitions.

Unless otherwise expressly provided, the following words and phrases, when used in this Declaration, shall have the following specified meanings.

1.1 Annexable Territory.

Annexable Territory shall mean the real property described in Exhibit "A" attached hereto and incorporated herein by this reference, all or any portion of which may from time to time be made subject to this Declaration pursuant to Article XVI hereof.

1.2 Architectural Committee or Committee.

Architectural Committee or Committee shall mean the Architectural Review Committee created pursuant to Article IV hereof.

1.3 Articles.

Articles shall mean the Articles of Incorporation of the Association, filed or to be filed in the Office of the Secretary of State of the State of California, as such Articles may be amended from time to time.

1.4 Assessment, Annual.

Annual Assessment shall mean a charge against a particular Owner and his or her Condominium, representing his or her share of the total Common Expenses which are to be levied among all the Owners and their Condominiums in the Project in the manner and proportions provided herein.

1.5 Assessment, Capital Improvement.

Capital Improvement Assessment shall mean a charge which the Board may from time-to-time levy against each Owner and his or her Condominium, representing a portion of the

cost to the Association for installation or construction of any Improvements on the Common Property. Such charge shall be levied among all of the Condominiums in the Project in the same proportions as are Annual Assessments.

1.6 Assessment, Reconstruction.

Reconstruction Assessment shall mean a charge which the Board may from time-to-time levy against each Owner and his or her Condominium, representing a portion of the cost to the Association for reconstruction of any Improvements on the Common Property. Reconstruction Assessments shall be levied among the Owners and their Condominiums in the same proportions as Annual Assessments.

1.7 Assessment, Special.

Special Assessment shall mean (i) a charge which the Board may from time to time levy against each Owner and his or her Condominium in order to raise funds for unexpected operating or other costs, insufficient operating or reserve funds, or other purposes as the Board in its discretion considers appropriate; or (ii) a charge against a particular Owner directly attributable to, or reimbursable by, the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, or a reasonable fine or penalty assessed by the Board, plus interest and other charges on such Special Assessments as provided for in this Declaration. Special Assessments shall not include any late payment penalties, interest charges or costs (including attorneys' fees) incurred by the Association in the collection of Annual, Capital Improvement and Reconstruction Assessments.

1.8 Association.

Association shall mean the Tract 6114 Owners Association, a California nonprofit mutual benefit corporation (formed pursuant to the Nonprofit Mutual Benefit Corporation Law of the State of California), its successors and assigns. Concurrently with or prior to the first Close of Escrow for a Condominium in the Project, the Association shall be subject to the Declaration and all rights and responsibilities set forth therein with respect to the Property.

1.9 Association Property.

Association Property shall mean all of the real and personal property and Improvements to which the Association shall hold fee title, or over which the Association shall hold an easement, a license or a permit for the common use and enjoyment of the Members as provided herein. The Association Property shall include such property or easements, which are now or hereafter conveyed to the Association pursuant to or in connection with the operation of this Common Interest Development and any Notice of Addition Recorded pursuant to Article XVI of this Declaration and the Phase of Development that such portion of the Association Property is located in. The Association Property in a Phase includes, without limitation, the following, if applicable: the Condominium Building (excluding the Units and any easement appurtenant thereto), the land, bearing walls, columns, vertical supports, girders, ceiling joists, subfloors, unfinished floors, unfinished walls, roofs, slabs, foundations, foundation membranes, utility installations (except the utility installations and outlets thereof when located within a Unit or used or operated exclusively for such Unit) required to provide power, telephone, telecommunications,

light, gas, water, sewage, and drainage, any interior sprinklers, sprinkler pipes, and sprinkler heads which protrude into the airspace of a Unit, other built-in fire protection devices and equipment, landscaping, poles and signs. Declarant hereby expressly reserves for the benefit of the Association a nonexclusive easement for access, ingress and egress over the Property to the extent necessary to perform the maintenance, repair and replacement of the Association Property in the Project. The Association Property in each Phase will be conveyed to the Association prior to or concurrent with the first Close of Escrow for the sale of a Lot in each Phase, and shall be maintained by the Association on the first day of the first calendar month following the first Close of Escrow for the sale of a Lot in such Phase.

1.10 Beneficiary.

Beneficiary shall mean a Mortgagee under a Mortgage or a Beneficiary under a Deed of Trust, as the case may be, and the assignees of such Mortgagee or Beneficiary.

1.11 Board or Board of Directors.

Board of Directors or Board shall mean the Board of Directors of the Association.

1.12 Budget.

Budget shall mean a written, itemized estimate of the income and Common Expenses of the Association in performing its functions under this Declaration, which Budget shall be prepared pursuant to the Bylaws.

1.13 Bylaws.

Bylaws shall mean the Bylaws of the Association, as such Bylaws may be amended from time to time.

1.14 City.

City shall mean the City of Santa Paula, State of California.

1.15 Close of Escrow.

Close of Escrow shall mean the date on which a deed is Recorded conveying a Condominium pursuant to a transaction requiring the issuance of a Final Subdivision Public Report by the DRE.

1.16 Common Area.

Common Area for each Phase of Development shall mean all of the real properties and improvements within such Phase, except the Association Property and the Separate Interests located in such Phase. The Common Area for each Phase of Development is identified on the Condominium Plan applicable to such Phase. The Common Area in Phase 1 is comprised of a three-dimensional air space volume, the lower vertical boundary of which is a horizontal plane at an elevation of five hundred feet (500') above sea level, and the upper boundary of which extends

indefinitely upwards, and the lateral boundaries of which are the lateral boundaries of the Phase 1 Property.

1.17 Common Expenses.

Common Expenses shall mean those expenses for which the Association is responsible under this Declaration, including, but not limited to, the actual and estimated costs of: maintenance, cleaning, utilities, management, operation, and repair and replacement of the Common Property; unpaid Special Assessments, Reconstruction Assessments and Capital Improvement Assessments; the cost of maintenance of any recreational facilities on the Common Property; the costs of any and all utilities metered to more than one Unit, if any, and other commonly metered charges for the Property, including, without limitation, the cost to read, maintain, repair and replace any sub-meters; the cost of maintenance of any clustered mailboxes and any address identification signs; the cost of annual inspection of the Project; the costs of management and administration of the Association including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of any gardening, security, trash pickup and other services benefiting the Common Property; the costs of fire, casualty and liability insurance, workers' compensation insurance, errors and omissions and director, officer and agent liability insurance, and other insurance covering the Property and the directors, officers and agents of the Association, including earthquake insurance, if provided; the costs of bonding of the members of the Board; taxes paid by the Association, including any blanket tax assessed against the Property; the amounts paid by the Association for discharge of any lien or encumbrance levied against the Property, or portions thereof; and the costs of any other item or items incurred by the Association, for any reason whatsoever in connection with the Property, for the common benefit of the Owners.

1.18 Common Interest Development.

Common Interest Development shall mean and refer to "Common Interest Development" as defined in California Civil Code § 4100 (or any successor or replacement statute).

1.19 Common Property.

Common Property shall mean the Common Area and the Association Property. Declarant hereby expressly reserves for the benefit of the Association a nonexclusive easement for access, ingress and egress over the Common Property and the Units to the extent necessary to perform the maintenance, repair, and replacement of the Common Property in accordance with this Declaration.

1.20 Condominium.

Condominium shall mean an estate in real property as defined in California Civil Code § 4125(b) (or any successor or replacement statute), and shall consist of an undivided fee simple ownership interest in the Common Area in a Phase of Development, together with a separate ownership interest in fee in a Unit and all easements appurtenant thereto. Subject to the provisions of Section 11.4 hereof, the fractional undivided fee simple interest in the Common Area in a Phase of Development (i) shall be appurtenant to each Unit in that Phase of Development, (ii)

shall be a fraction having one (1) as its numerator and the total number of Units in that Phase of Development as its denominator, and (iii) shall be held by the Owners of Condominiums in that Phase of Development as tenants in common.

1.21 Condominium Building.

Condominium Building shall mean each building containing the Units and a portion of the Common Area within a Phase of Development.

1.22 Condominium Plan.

Condominium Plan shall mean each of the Recorded condominium plan, as such may be amended from time to time, for all or a portion of the Project, consisting of (1) a description or survey map of the Project or portion thereof, which shall refer to or show monumentation on the ground, (2) a three-dimensional description of the Project or portion thereof, one or more dimensions of which may extend for an indefinite distance upwards or downwards, in sufficient detail to identify the Common Area, the Association Property and each Separate Interest, as applicable, and (3) a certificate consenting to the Recordation thereof signed and acknowledged by the record owner of fee title to the Project, or portion thereof, and by either the trustee or the Beneficiary of each Recorded Deed of Trust, and the Mortgagee of each Recorded Mortgage encumbering the Project or portion thereof.

1.23 Declarant.

Declarant shall mean SP Harridge Santa Paula, LLC, a Delaware limited liability company, its successors, and any Person to which it shall have assigned all or any of its rights hereunder by an express written assignment. In the event the lender of a Mortgage encumbering the Condominiums owned by Declarant obtains title to such Condominiums, pursuant to judicial foreclosure or the powers provided in such Mortgage, the first Mortgagee, as Declarant's successor, shall take title to such Condominiums along with all Declarant's rights set forth herein, including all voting rights set forth in Section 2.6 below.

1.24 Declaration.

Declaration shall mean this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for [895 FAULKNER ROAD], as it may be amended from time to time.

1.25 Declaration of Alternative Dispute Resolution.

Declaration of Alternative Dispute Resolution shall mean that certain Declaration of Alternative Dispute Resolution for Iron & Oak recorded concurrently herewith. Any and all claims, controversies, breaches or disputes by or between or among the Association, any Owner or Owners, and/or Declarant arising from or related to this Declaration, the Association Property, any Unit, the sale of any Unit, or any transaction related thereto shall be subject to Section 15.4 below and the Declaration of Alternative Dispute Resolution for Iron & Oak.

1.26 Deed of Trust.

Deed of Trust shall mean a Mortgage or a Deed of Trust, as the case may be.

1.27 Drainage and Stormwater Quality Improvements.

Drainage and Stormwater Quality Improvements shall mean the storm drain, stormwater, drainage and stormwater quality improvements in the Project. The Drainage and Stormwater Quality Improvements may include Low-Impact Development (LID)-design drainage and stormwater treatment improvements. These improvements may include below-ground storm drain lines, inlets and outlets, stormwater quality treatment and conveyance improvements, that include catch basin filters and filtration, detention basins, brow ditches, bioswales, area drains, storm drain lines, roof drains and downspouts, tree well filters or similar biofiltration units in the parkways (if any) and any outlet from the biofilters to the Ventura County Watershed Protection District's storm drain system and appurtenant improvements constructed in the Project.

1.28 DRE.

DRE shall mean the California Department of Real Estate and any successors thereto.

1.29 Family.

Family shall mean one (1) or more natural Persons each related to the other by blood, marriage or adoption, or one (1) or more natural Persons not all so related, but who maintain a common household in a Unit.

1.30 FHA.

FHA shall mean the Federal Housing Administration of the United States Department of Housing and Urban Development and any department or agency of the United States government which succeeds to the FHA's functions of insuring notes secured by Mortgages on residential real estate.

1.31 FHLMC.

FHLMC shall mean the Federal Home Loan Mortgage Corporation (also known as Freddie Mac) created by Title II of the Emergency Home Finance Act of 1970, and any successors to such corporation.

1.32 Fiscal Year.

Fiscal Year shall mean the fiscal accounting and reporting period of the Association selected by the Board from time to time.

1.33 FNMA.

FNMA shall mean the Federal National Mortgage Association, a government-sponsored private corporation established pursuant to Title VIII of the Housing and Urban Development Act of 1968, and any successors to such corporation.

1.34 GNMA.

GNMA shall mean the Government National Mortgage Association administered by the United States Department of Housing and Urban Development, and any successor to such association.

1.35 Governmental Agency.

Governmental Agency shall mean any local, county, state and/or federal governmental or quasi-governmental agency, authority or regulatory body (including any public or private utility company including cable television) that has jurisdiction over the Project or any part thereof.

1.36 Improvements.

Improvements shall mean all structures and appurtenances thereto of every type and kind located within the Project, including, but not limited to, the following (if applicable): dwelling units and other buildings, recreational facilities or areas, roads, awnings, terraces, balconies, decks, patios, lobbies, walkways, hallways, stairways, storage areas, trash areas, roads, driveways, parking areas, fences, screening walls, block walls, retaining walls, bearing walls, columns, vertical supports, girders, ceiling joists, subfloors, floors, walls, roofs, slabs, foundations, paint on surfaces of any structure, heating and cooling equipment, water heaters, water softeners, reservoirs, tanks, pumps, motors, ducts, flues and chutes, conduits, pipes, plumbing, sprinkler systems, irrigation systems, drainage systems, landscaping, hedges, trees, shrubs, windbreaks, poles, signs, fire protection systems, television antennas, wires and other utility installations.

1.37 Limited Warranty.

Limited Warranty shall mean that certain express written warranty known as the "Limited Warranty" which is provided by Declarant to Owners.

1.38 Maintenance Funds.

Maintenance Funds shall mean the accounts created for receipts and disbursements of the Association pursuant to Section 5.2 hereof.

1.39 Maintenance Manual.

Maintenance Manual shall mean the maintenance recommendations and guidelines set forth in the manual which may be prepared by the Declarant or its authorized agents and provided to the Associations and to Owners, specifying obligations for maintenance of the Common Property by the Associations and the Units by the Owners, as updated and amended from

time to time. Each Owner who receives a Maintenance Manual is obligated to provide a copy of such Maintenance Manual to any successor purchaser of such Owner's Unit.

1.40 Manager.

Manager shall mean the Person, employed by the Association, pursuant to and limited by Section 2.12 hereof, and delegated the duties, power or functions of the Association as limited by said Section.

1.41 Member, Membership.

Member shall mean every Person holding a Membership in the Association, pursuant to Section 2.3 hereof. Membership shall mean the property voting and other rights and privileges of Members as provided herein, together with the correlative duties and obligations contained in the Restrictions.

1.42 Mortgage.

Mortgage shall mean any Recorded mortgage or deed of trust or other conveyance of a Condominium or other portion of the Property to secure the performance of an obligation, which conveyance will be reconveyed upon the completion of such performance. The term "Deed of Trust" or "Trust Deed" when used shall be synonymous with the term "Mortgage."

1.43 Mortgagee, Mortgagor.

Mortgagee shall mean a Person to whom a Mortgage is made and shall include the Beneficiary of a Deed of Trust; Mortgagor shall mean a Person who mortgages his or her or its property to another (i.e., the maker of a Mortgage), and shall include the Trustor of a Deed of Trust. The term "Trustor" shall be synonymous with the term "Mortgagor" and the term "Beneficiary" shall be synonymous with the term "Mortgagee."

1.44 Notice and Hearing.

Notice and Hearing shall mean written notice and a hearing before the Board, at which the Owner concerned shall have an opportunity to be heard in person, or by counsel at the Owner's expense, in the manner further provided in the Bylaws.

1.45 Notice of Addition.

Notice of Addition shall mean an instrument Recorded pursuant to Article XVI hereof to annex all or any portion of the Annexable Territory.

1.46 Owner.

Owner shall mean the record owner(s), whether one (1) or more Persons or entities, of a fee simple interest in a Condominium within the Project, including Declarant, but excluding those having such interests merely as security for the performance of an obligation with respect to each Condominium owned by Declarant. The term "Owner" shall include the seller (but not the

buyer) under an executory contract of sale. The term "Owners" shall generally mean the owner(s) of Condominiums within the Project. The term "Owner" shall not include a Mortgagee prior to its acquisition of fee title to the Unit encumbered by its Mortgage.

1.47 Person.

Person shall mean a natural individual, a corporation, a partnership, a trust, or any other entity with the legal right to hold title to real property.

1.48 Phase 1.

Phase 1 shall mean all of the real property described in Paragraph A of the Preamble of this Declaration.

1.49 Phase of Development.

Phase of Development or Phase shall mean (a) Phase 1 or (b) all the real property covered by a Notice of Addition Recorded pursuant to Article XVI hereof for which a Final Subdivision Public Report has been issued by the DRE, unless otherwise defined in such Notice of Addition.

1.50 Project.

Project shall mean [895 FAULKNER ROAD] residential development and shall be comprised of the Property and all Improvements located therein, including, without limitation, the Common Property and the Units therein. The Project is a "condominium project" as defined in § 4125(a) of the California Civil Code (or any successor or replacement statute).

1.51 Property.

Property shall mean (a) Phase 1, and (b) each other Phase of Development described in a Notice of Addition.

1.52 Record, File, Recordation.

Record, File or Recordation shall mean, with respect to any document, the recordation or filing of such document in the Office of the County Recorder of the county in which the Property is located.

1.53 Residence.

Residence shall mean the residential dwelling portion of a Unit, intended for use by a single Family.

1.54 Restrictions.

Restrictions shall mean this Declaration, the Articles, Bylaws and the Rules and Regulations of the Association from time to time in effect.

1.55 Rules and Regulations.

Rules and Regulations shall mean the rules and regulations adopted by the Board pursuant to this Declaration or the Bylaws, as such Rules and Regulations may be amended from time to time.

1.56 Separate Interest or Unit.

Separate Interest or Unit shall mean a separate interest in space as defined in § 4125(b) of the California Civil Code (or any successor or replacement statute). Each Separate Interest or Unit shall be a separate freehold estate, as separately shown, numbered and designated in the Condominium Plan, and shall consist of the airspaces designated on the Condominium Plan, including the Residential Element, Garage Element, Porch Element, and, if applicable, Balcony Element or Patio Element, as such terms are defined in the Condominium Plan. In interpreting deeds, declarations and plans, the existing physical boundaries of a Unit (or a Unit constructed or reconstructed in substantial accordance with the Declaration, the Condominium Plan and the original plans thereof), shall be conclusively presumed to be its boundaries, rather than the description expressed in the deed, Condominium Plan or Declaration, regardless of settling or lateral movement of the Condominium Building and regardless of minor variances between boundaries, as shown on the Condominium Plan or defined in the deed and Declaration, and the boundaries of a building as constructed or reconstructed.

1.57 Subdivision Map.

Subdivision Map shall mean the subdivision map for Tract No. 6114 filed on _____, in Book ____ at Pages ___ through ___, inclusive, of Miscellaneous Records (Maps), in the Official Records of Ventura County.

1.58 Telecommunications Facilities.

Telecommunications Facilities shall mean equipment, cables, conduits, inner ducts, vaults, connecting hardware, wires, poles, transmitters, towers, antennae and other facilities, structures and Improvements necessary for, or used in, the provision of Telecommunications Services. Declarant may expand this definition in any supplemental declaration.

1.59 Telecommunications Services.

Telecommunications Services shall mean services for cable television, communications, telecommunications, high-speed data, telephony, intranet, internet, broad-band communications, information transfer, transmission, video and other similar services. Declarant may expand this definition in any supplemental declaration.

1.60 Terrace(s).

Terrace shall mean a patio, a balcony, or a porch element within the Project as shown and depicted on the Condominium Plan and constituting a portion of a Unit located within the Project.

1.61 VA.

VA shall mean the Department of Veterans Affairs of the United States of America and any department or agency of the United States government which succeeds to the VA's function of issuing guaranties of notes secured by Mortgages on residential real estate.

ARTICLE II

2. Homeowners Association.

2.1 Organization of Association.

The Association is or shall be incorporated under the name of Tract 6114 Owners Association, as a corporation not for profit under the Nonprofit Mutual Benefit Corporation Law of the State of California.

2.2 Duties and Powers.

(a) General Duties and Powers. The duties and powers of the Association are those set forth in the Declaration, the Articles and Bylaws, together with the general and implied powers of a nonprofit mutual benefit corporation, generally to do any and all things that a corporation organized under the laws of the State of California may lawfully do which are necessary or proper, in operating for the peace, health, comfort, safety and general welfare of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and in this Declaration. The Association shall further have the right to install or construct capital Improvements on the Common Property. The Association may at any time, and from time to time reconstruct, replace or refinish any Improvement or portion thereof upon the Common Property in accordance with the original design, finish or standard of construction of such Improvement; and may also replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the Common Property. The Association may employ personnel necessary for the effective operation and maintenance of the Common Property, including, without limitation, the employment of legal, management and accounting services. The Association shall be responsible for exercising all rights and discharging all responsibilities applicable thereto under the terms of the Declaration. The Association shall make available for inspection by any prospective purchaser of a Condominium, any Owner of a Condominium, and the Beneficiaries, insurers and guarantors of the first Mortgage on any Condominium, current copies of the Declaration, the Articles, the Bylaws, the Rules and Regulations and all other books, records, and financial statements of the Association required to be available for inspection pursuant to California Civil Code § 5200 (or any successor or replacement statute). The Association shall additionally have the power, but not the duty, to enter into contracts with Owners or other persons to provide services or to maintain and repair Improvements within the Property and elsewhere which the Association is not otherwise required to provide or maintain pursuant to this Declaration; provided, however, any such contract shall provide for the payment to the Association for the costs of providing such services or maintenance.

(b) Litigation. Subject to the provisions of this Declaration, the Association shall have the power, but not the duty, to initiate, defend, settle or intervene in

mediation, arbitration, judicial or administrative proceedings on behalf of the Association in matters pertaining to (a) the application or enforcement of this Declaration and (b) damage to the Common Property; provided, however that no representative of Declarant on the Board shall vote on the initiation of any claim under California Civil Code § 895, *et seq*. (or any successor or replacement statute), such that Declarant shall have no control over the Association's ability to decide whether to initiate a claim under such statutory provisions and in the event of such a vote, the affirmative vote of a majority of the non-Declarant representatives on the Board shall be binding so long as a quorum of the Board is present at any meeting where such vote is taken. The Association and not the individual Members shall have the power to pursue any claims or other actions using the non-adversarial proceedings for construction defects in the Common Property pursuant to Section 15 below. Any recovery by the Association with respect to any damage to or defect in the Common Property shall be utilized solely for the purpose of paying for the costs of obtaining the recovery and for correcting such damage or defect.

(c) Maintenance Manuals. The Association shall maintain at the offices of the Association a copy of the Maintenance Manual, if one is provided by Declarant to the Owners, and shall make available to each such Owner upon request a copy of the Maintenance Manual applicable to the Units. The Association shall have the right to charge the requesting Owner a fee for the copying of such Maintenance Manual. The Association shall also comply with provisions of the Maintenance Manual for the Common Area, if one is provided by Declarant to the Association. The Board may, from time to time, make appropriate revisions to the Association's Maintenance Manual based on the Board's review thereof, to update such manual to provide for maintenance according to current industry practices so long as such changes do not reduce the useful life or functionality items being maintained.

(d) Members' Approval of Construction Defect Actions. In the event that any claim or other actions brought by the Association under California Civil Code § 895, *et seq*., and any successor or replacement statutes or laws, involving allegations of construction defects relating to the Common Property, is not resolved pursuant to the non-adversarial procedures set forth in Section 15.4 below, the Association shall not initiate an action or arbitration under Section 15.4 below or otherwise without first obtaining the consent of the Owners other than Declarant, constituting more than sixty-seven percent (67%) of the voting power of the Association at a meeting or election of the Association, conducted in accordance with the provisions of California Corporations Code §§ 7510, *et. seq*. and 7613 and any successor statutes or laws.

(e) Adoption of Rules and Regulations. The Board or the Members of the Association by majority vote, may adopt reasonable Rules and Regulations that are not inconsistent with this Declaration relating to the use of the Common Property and all its facilities, and the conduct of Owners and their Family, tenants, guests and invitees with respect to the Project and other Owners. The Board shall adopt and amend Rules and Regulations in accordance with the procedures and requirements set forth in California Civil Code §§ 4340 - 4370 and any amendments thereto. Written copies of such Rules and Regulations and any schedule of fines and penalties adopted by the Board shall be furnished to Owners. All changes to the Rules and Regulations shall be delivered within fifteen (15) days after they are adopted by either: (i) posting in a conspicuous place in the Common Property; or (ii) sending to the Owners

via first-class mail or by any system or technology designed to record and communicate messages.

2.3 Membership.

Every Owner, upon becoming the Owner of a Condominium, shall automatically become a Member of the Association, and shall remain a Member thereof until such time as his or her ownership ceases for any reason, at which time his or her Membership in the Association shall automatically cease. Ownership of a Condominium shall be the sole qualification for Membership in the Association. All Memberships shall be appurtenant to the Condominium conveyed, and with the exception of Declarant, a Person shall be deemed an Owner of a Condominium only upon Recordation of a deed conveying the Condominium to such Person. Except as may otherwise be expressly provided herein, the rights, duties, privileges and obligations of all Members of the Association shall be as provided in the Restrictions.

2.4 Transfer.

The Membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such Owner's Condominium, and then only to the purchaser or Beneficiary of such Condominium. A prohibited transfer is void, and will not be reflected upon the books and records of the Association. A Class A Member who has sold his or her Condominium to a contract purchaser under an agreement to purchase shall be entitled to delegate to the contract purchaser his or her Membership rights in the Association. The delegation shall be in writing and shall be delivered to the Board before the contract purchaser may vote. However, the contract seller shall remain liable for all charges and assessments attributable to his or her Condominium until fee title to the Condominium sold is transferred, as further provided in Section 5.1 of this Declaration. If the Owner of any Condominium fails or refuses to transfer the Membership registered in his or her name to the purchaser of the Condominium upon transfer of fee title thereto, then upon receipt of satisfactory evidence of such transfer the Board of Directors shall have the right to record the transfer upon the books of the Association and to allow the purchaser to vote at meetings of the Association. Until satisfactory evidence of such transfer has been presented to the Board, the purchaser shall not be entitled to vote at meetings of the Association. The Association may levy a reasonable transfer fee against a new Owner and his or her Condominium (which fee shall be added to the Annual Assessment chargeable to such new Owner) to reimburse the Association for the administrative cost of transferring the Membership to the new Owner on the records of the Association, provided such fee does not exceed the Association's actual cost involved in changing its records of ownership.

2.5 Classes of Membership.

The Association shall have two (2) classes of voting Membership.

Class A. Class A Members shall originally be all Owners except the Declarant, for so long as there exists a Class B Membership. Class A Members shall be entitled to one (1) vote for each Condominium owned by such Class A Member and subject to assessment. Declarant shall become a Class A Member with regard to Condominiums owned by Declarant upon conversion of Declarant's Class B Membership as provided below. When more than one (1)

Person owns any Condominium, all of those Persons shall be Members. The vote of such Condominium shall be exercised as they among themselves determine in accordance with Section 2.6, but in no event shall more than one (1) Class A vote be cast for any Condominium.

Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to three (3) votes for each Condominium owned and subject to assessment, provided that the Class B Membership shall cease and be converted to Class A Membership immediately upon the first to occur of the following events:

(a) The second (2nd) anniversary of the first Close of Escrow in the Phase of Development for which a Final Subdivision Public Report was most recently issued; or

(b) The fourth (4th) anniversary of the first Close of Escrow pursuant to the Final Subdivision Public Report for Phase 1.

2.6 Voting Rights.

(a) All voting rights shall be subject to the Restrictions. Except as provided in Section 14.2 of this Declaration and Section 4.8 of the Bylaws, as long as there exists a Class B Membership, any provision of this Declaration, the Articles or Bylaws which expressly requires the vote or written consent of a prescribed majority of the voting power of the Members of the Association other than Declarant for action to be taken by the Association, is not intended to preclude Declarant from casting votes attributable to Units which Declarant owns, and shall require the approval of such prescribed majority of the voting power of each class of Membership. Except as provided in Section 14.2 of this Declaration and Section 4.8 of the Bylaws, when the Class B Membership has terminated, any provision of this Declaration, the Articles or Bylaws which expressly requires the vote or written consent of a prescribed majority of the voting power of the Members of the Association other than Declarant for action to be taken by the Association, is not intended to preclude Declarant from casting votes attributable to Units which Declarant owns, and shall require the vote or written consent of Owners representing such prescribed majority of both the total voting power of the Association and the voting power of the Association residing in Owners other than Declarant.

(b) At any meeting of the Association, each Owner (except as otherwise provided in Article II, Section 2.5 with respect to the voting power of Declarant), shall be entitled to cast no more than one (1) vote for each Condominium owned as shown on the Condominium Plan. Where there is more than one (1) record Owner of a Condominium (collectively, "Co-owners" and each a "Co-owner"), all of those Co-owners shall be Members and may attend any meeting of the Association, but only one (1) of those Co-owners shall be entitled to exercise the single vote to which the Condominium is entitled. Co-owners owning the majority interests in a Condominium shall from time to time designate in writing one (1) of their number to vote. Fractional votes shall not be allowed, and the vote for each Condominium shall be exercised, if at all, as a unit. Where no voting Co-owner is designated or if the designation has been revoked, the vote for the Condominium shall be exercised as the Co-owners owning the majority interests in the Condominium mutually agree. Unless the Board receives a written objection in advance from a Co-owner, it shall be conclusively presumed that the voting Co-owner is acting with the consent of his or her Co-owners. No vote shall be cast for any

Condominium if the Co-owners present in person or by proxy owning the majority interests in such Condominium cannot agree to said vote or other action. The nonvoting Co-owner or Co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly-owned Condominium and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or in the Bylaws of the Association, shall be deemed to be binding on all Owners, their successors and assigns.

2.7 Repair and Maintenance by the Association.

(a) Maintenance Standards. Subject to Article X pertaining to destruction of Improvements and Article XI pertaining to eminent domain, the Association shall paint, maintain, repair and replace the Common Property and all Improvements thereon, or shall contract for such maintenance, repair and replacement to assure maintenance of the Common Property and all Improvements thereon, in a clean, functional, litter free, sanitary, and attractive condition, in accordance with applicable manufacturer standards and recommendations, the schedules set forth in the Maintenance Manual, and all applicable Governmental Agency requirements, in a manner consistent with projects of like quality; provided, however, except as expressly provided herein, the Association shall not be responsible for or obligated to perform those items of maintenance, repair or replacement of the Units (the maintenance of which is the responsibility of the Owner thereof as provided in Section 2.9), nor shall the Association be responsible for or obligated to perform those items of maintenance, repair or replacement of the Common Property and all Improvements thereon which are the responsibility of a governmental or quasi-governmental entity. Subject to the qualifications set forth above in this Section, the Board shall determine, in its sole discretion, the level and frequency of maintenance of the Common Property.

(b) Maintenance Items. Without limiting the generality of the foregoing, the Association shall without limitation have the following maintenance rights and obligations pertaining to this Project:

(1) The Association shall be responsible for the maintenance, repair, and payment of all centrally-metered water, gas, electric, and other utility services and equipment, Common Property refuse equipment and collection, fire services, and any mechanical or electrical equipment in the Common Property, except any equipment maintained by the Owner. The Association shall maintain and read all utility sub-meters on the Property and determine the utility costs and assessments applicable to each Unit;

(2) The Association shall be responsible for payment of all Common Expenses;

(3) The Association shall be responsible for the repair and maintenance of all recreational facilities and Improvements located on the Common Property;

(4) The Association shall be responsible for the repair and maintenance, in a clean and well-maintained condition, of all parking areas, private streets, driveways, walkways and other means of ingress and egress located in the Common Property.

(5) The Association shall be responsible for the repair and maintenance of all clustered mailboxes which are reserved for exclusive use of Owners within the Project;

(6) The Association shall be responsible for the maintenance of all trees and landscaping located on the Common Property (including, without limitation, maintaining vegetation necessary to avoid erosion, controlling weed growth and providing for irrigation, within the limits of drought restrictions, if any, and providing, maintaining, and repairing sprinklers and other landscape maintenance equipment and facilities as necessary) in a fertilized, trimmed and otherwise attractive and first-class condition and in accordance with all applicable legal requirements (but excluding any area to be maintained by the Owners);

(7) The Association shall be responsible for maintenance and repair of the plumbing (excluding plumbing lines and fixtures which exclusively serve a Unit, sink clogs, toilet clogs and garbage disposal clogs when located within the Units), privately owned sewer line, and storm drain and stormwater quality improvements located in the Common Property;

(8) The Association shall be responsible for the maintenance, repair, and replacement of any common fire alarm monitoring system, sprinkler systems (including the interior fire sprinkler system designed to serve each Unit, if any), and any related facilities (except the outlets thereof when located within Units);

(9) The Association shall be responsible for the periodic maintenance of the exterior of the Condominium Buildings (excluding any area to be maintained by the Owners), including, without limitation, painting of the exterior doors;

(10) The Association shall regularly and promptly remove any and all graffiti from the Common

(11) If, and only if, requested to do so by Declarant, the Association shall (i) retain a licensed professional to conduct an annual inspection of the roof, windows, balconies, and storm drains for water intrusion, (ii) conduct an annual visual inspection of the Common Property to identify any possible defects in the construction of any Improvements located thereon, (iii) send to the Owner of each Unit an annual survey or questionnaire to report any possible defects discovered by such Owner with respect to construction of the Improvements located on such Owner's Unit, and (iv) promptly prepare a summary of the results of the annual inspection conducted by the Association and the Owners. The Association shall, at the earliest practicable date after receiving any inspection report from a licensed professional and/or preparing the summary set forth above, forward a copy of the summary to Declarant at its then current address, unless Declarant instructs otherwise;

(12) The Association shall have the right, without obligation, to perform all corrective janitorial and repair work within any Unit if the Owner thereof fails to perform such work; and

(13) The Association and each Owner shall maintain a comprehensive maintenance log which details all maintenance actions and compliance with the maintenance provisions set forth in any Maintenance Manual and this Declaration.

No Owner shall interfere with the exercise by the Association of its right to maintain the Common Property or to perform any of its obligations pertaining to this Project. Declarant hereby grants to the Association easements for access across the Common Property and the Units as is necessary to allow maintenance obligations set forth herein.

(c) Pest Eradication. If determined by the Board to be economically feasible, the Association may, but shall not be obligated to, provide for an inspection and preventive program for the prevention and eradication of infestation by pests and organisms in the Property. If the Board adopts an inspection and preventive program for the prevention and eradication of infestation by termites, insects, pests, and other organisms, the Association, upon reasonable notice (which shall be given no less than fifteen (15) days nor more than thirty (30) days before the date of temporary relocation) to each Owner and the occupants of his or her Unit, may require such Owner and occupants to temporarily relocate from such Unit in order to accommodate efforts by the Association to eradicate such infestation. The notice shall state the reason for the temporary relocation, the date and time of the beginning of treatment, the anticipated date and time of termination of treatment, and that the occupants will be responsible for their own accommodations during the temporary relocation. Each Owner, by accepting a deed to a Condominium, hereby acknowledges that such activities of the Association may temporarily impair the use of such Owner's Unit and may constitute an inconvenience or nuisance to the Owners, hereby consents to such impairment, inconvenience or nuisance, and agrees to indemnify the Association against any claims with respect to such matters. Any damage caused to a Unit by such entry by the Board or by any person authorized by the Board shall be repaired by the Board as a Common Expense of the Association. All costs involved in maintaining the inspection and preventive program as well as repairing and replacing the Common Property and Improvements thereon when the need for such maintenance, repair or replacement is the result of termites, insects, pests or other organisms shall be a Common Expense subject to the restrictions applicable to Capital Improvement Assessments.

(d) Charges to Owners. All such costs of maintenance, repairs and replacements for the Property shall be paid for as Common Expenses out of the Association Maintenance Funds as provided in this Declaration. It shall be the affirmative duty of the Board of Directors to require strict compliance with all provisions of this Declaration and to cause the Project to be inspected by the Architectural Committee for any violation thereof. The cost of any maintenance, repairs or replacements by the Association which is not the responsibility of the Association or which arises out of, or is caused by, the action or inaction of an Owner or such Owner's Family, tenants, guests, invitees, or agents in violation of the Restrictions shall, after Notice and Hearing, be levied by the Board as a Special Assessment against such Owner.

2.8 Unsegregated Real Property Taxes.

If all of the Units in a Phase of Development (or in the overall Project) are taxed under a blanket tax bill covering all of such Phase (or all of the Project), each Owner shall pay his or her proportionate share of any installment due under the blanket tax bill to the Association at

least ten (10) days prior to the delinquency date; and the Association shall transmit the taxes to the appropriate tax collection agency on or before the delinquency date. Blanket taxes shall be allocated equally among the Owners and their Condominiums in such Phase based upon the total number of Units in such Phase. The Association shall, at least forty-five (45) days prior to the delinquency date of any blanket tax installment, deliver to each Owner in such Phase a copy of the tax bill, along with a written notice setting forth the Owner's obligation to pay his or her proportionate share of the tax installment and the potential additional charges to the Owner for failure to comply. The Association shall pay the taxes on behalf of any Owner who does not pay his or her proportionate share. The Association shall add to the Annual Assessment of a delinquent Owner the amount of any sum advanced, plus interest at the rate of ten percent (10%) per annum and any amount necessary to reimburse the Association for any penalty or late charge actually assessed in connection with the blanket tax bill for a Phase of Development, which late charge results from the failure of the delinquent Owner to make timely payment of his or her proportionate share of the taxes. Until the Close of Escrow for the sale of seventy-five percent (75%) of the Condominiums in the Project, the foregoing provisions relating to the collection of taxes in connection with a blanket tax bill on all or any portion of the Project may not be amended without the express written consent of Declarant.

2.9 Repair and Maintenance by Owners.

Each Owner shall maintain, repair, replace, paint, paper, plaster, tile, finish and restore or cause to be so maintained, repaired, replaced and restored, at his or her sole expense, all interior portions of his or her Unit, including, but not limited to, all glass surfaces (excluding any maintenance or repair which is the responsibility of the Association), windows (including window frames, casings, locks, handles, latches, and caulking of windows), shutters, screens, all doors, doorways, door frames, (except for periodic painting or staining of the exterior surface of any entry doors or door frames of the Unit) hardware that are part of the entry system of the Unit, weather stripping, light bulbs and fixtures actuated from switches controlled from or separately metered to such Owner's Unit, electrical switches and outlets, built-in cabinets, built-in appliances (including, without limitation, dishwashers, disposals, electric and/or gas ranges, ovens, microwave units, refrigerators, and washers and dryers), plumbing which exclusively serves such Owner's Unit, interior plumbing fixtures including bathtubs, shower stalls, shower pans, toilets and sinks and related fixtures, the firebox of the fireplace (if any), interior surfaces of the walls, ceilings, floors and doors, and any other permanent fixtures within his or her Unit, in a properly functional, clean, sanitary and attractive condition, in accordance with the Condominium Plan, the original construction design of the Improvements in the Project, and all applicable manufacturer standards, guidelines and recommendations, and all applicable governmental rules, restrictions and requirements; provided, that, notwithstanding anything herein to the contrary, the Association shall be responsible for the periodic maintenance and painting of the exterior of all portions of the Condominium Buildings, including, without limitation, the exterior of all doors providing entrance to or from any Unit and the exterior of all windows or other trim located on the exterior of the Condominium Buildings. Windows and doors must be replaced with the same hardware as originally installed by Declarant, if such hardware is available. Otherwise, replacement hardware must be approved by the Architectural Committee. No bearing walls, ceilings, floors or other structural or utility bearing portions of the Condominium Building shall be pierced or otherwise altered or repaired by the Owner, without the prior written approval of the plans for the alteration or repair by the Architectural Committee. It shall be the further responsibility of each Owner, at

his or her sole expense, to clean and maintain the Terrace of his or her Unit, including cleaning all exterior glass window and door surfaces which are located on such Terrace, and to clear all leaves, mud, and other debris from all gutters or other drainage devices servicing such Terrace.

Notwithstanding any other provision herein, each Owner shall also be responsible for all maintenance and repair of any internal or external telephone and Telecommunications Services wiring wherever located which is designed to serve only his or her Unit, and shall be entitled to reasonable access over the Common Property for such purposes, subject to reasonable limitations imposed by the Association. It shall further be the duty of each Owner to pay when due all charges for any utility service which is separately metered to his or her Unit.

Each Owner shall regularly inspect the fire sprinklers in that are located within his or her Unit and arrange for regular pressure testing of the fire sprinkler system. Each owner shall regularly inspect smoke detectors and test the alarm system. Keep sources of direct heat away from fire sprinklers and fire detection systems. No Owner may modify, disconnect or remove any part of the fire sprinkler or fire detection or alarm systems in his or her Unit.

Subject to any required approval of the Architectural Committee, each Owner shall be responsible for maintaining those portions of any solar, heating or cooling equipment (including any filters and other appurtenance thereto) and other utilities which are located within or which exclusively serve his or her Unit, in accordance with manufacturers' specifications and instructions concerning care and maintenance of such equipment.

If the Board does not adopt an inspection and preventive program with regard to any pests and other organisms pursuant to Section 2.7 herein, such a program shall be the responsibility of each Owner.

If any Owner shall permit any Improvement, the maintenance of which is the responsibility of such Owner, to fall into disrepair or to become unsafe, unsightly or unattractive, or to otherwise violate this Declaration, or any applicable governmental rules, restrictions, or requirements, the Board shall have the right to seek any remedies at law or in equity which it may have. In addition, the Board shall have the right, but not the duty, after Notice and Hearing as provided in the Bylaws, to enter upon such Owner's Unit to make such repairs or to perform such maintenance and to charge the cost thereof to the Owner. Said cost shall be a Special Assessment enforceable as set forth in this Declaration.

Each Owner shall complete and return to the Association within thirty (30) days after receipt thereof the annual survey or questionnaire provided to each Owner to report any possible defects discovered by such Owner with respect to construction of the Improvements located on such Owner's Unit.

Each Owner shall maintain a comprehensive maintenance log of all maintenance actions and compliance with maintenance provisions set forth in any Maintenance Manual.

No Owner may alter or modify any common in wall plumbing within the Project and shall not do anything to impact the cross connection of any common water line.

2.10 Water Intrusion.

Notwithstanding any other provision herein, in the event that there shall be intrusion of water into any Unit (including, without limitation, as a result of any roof, window, skylight, siding or other leaks (including, without limitation, plumbing leaks), and whether or not the cause of such leak constitutes an Association repair obligation), the Owner of the impacted Unit shall be obligated to immediately notify the Association of such event, and such Owner shall take all reasonable and appropriate action to mitigate such condition and to stop any such water intrusion as soon as possible. In the event of any water intrusion into or from the Common Areas and/or upon the Association's receipt of notice from a Unit Owner regarding water intrusion in such Units, the Association shall thereafter take all appropriate action including a prompt inspection of the condition, repair of the condition (if such condition impacts the Common Area) and mitigation of mold or mildew. Each Owner shall be obligated to take all reasonable steps to mitigate any possible spread or accumulation of mold or mildew. Failure of any Owner to timely notify the Association of any water intrusion and take appropriate mitigation measures, and/or the failure of the Association to promptly repair such condition shall be cause to deny future claims against Declarant relating thereto, which claims could have been mitigated had earlier action been taken.

2.11 Mold.

Each Owner, by acceptance of a deed to a Unit, acknowledges, recognizes and understands that there is, and will always be, the presence of certain biological organisms within the Unit. Most typically, this will include the common occurrence of mold. In recent years, mold has received significant attention, as significantly increased levels of mold have accumulated and spread through residential dwellings. It is important to note that mold tends to proliferate in warm, wet areas. High levels of mold in an enclosed setting can lead to mild to significant detrimental health effects. As such, it is each Owner's responsibility to maintain his or her Unit so as to avoid the accumulation of moisture and/or mold within the Unit. Such mitigation matters should include, without limitation, the frequent ventilation of the Unit, removal of standing water on balcony or patio areas, prompt repair of any leaks which permit water intrusion into the Unit, prompt repair of plumbing leaks within the Unit (irrespective of who may have caused any such leaks) and notification to the Association as required by Section 2.10 above. Each Owner also understands that the presence of indoor plants may also increase mold levels within the Unit. Also, the propping of large pieces of furniture against wall surfaces may lead to mold spore accumulation. It is the responsibility of each Owner to monitor and maintain his or her Unit so as to mitigate and avoid the conditions which are likely to lead to the presence and/or spreading of mold. In the event that mold does appear within the Unit, it is also the Owner's responsibility to promptly and properly treat such mold to minimize the spreading thereof and/or unhealthy conditions likely to arise as a result thereof. Such measures frequently include, but are not limited to, cleaning mold-affected surfaces with chlorine bleach. Each Owner is responsible to learn how to clean any affected Improvements. By acceptance of a deed to a Unit, each Owner acknowledges and agrees that Declarant will not be liable for any actual, special, incidental or consequential damages based on any legal theory whatsoever, including, but not limited to, strict liability, breach of express or implied warranty, negligence or any other legal theory with respect to the presence and/or existence of molds, mildew and/or microscopic spores, unless caused by the sole negligence or willful misconduct of Declarant.

2.12 Use of Agent.

The Board of Directors, on behalf of the Association, may contract with a Manager for the performance of maintenance and repair and for conducting other activities on behalf of the Association, as may be determined by the Board. The maximum term of any such contract ("Management Contract") shall be one (1) year, unless a longer term is (i) contained in a management contract, the terms of which have been approved by FHA or VA or reviewed by the DRE, or (ii) approved either by vote or written assent of a majority of the voting power of the Association residing in Members other than Declarant, in which case the maximum term of the Management Contract shall be three (3) years. Each such Management Contract approved by the Members pursuant to clause (ii) above, shall provide for its termination after one (1) year by either party thereto without cause and without payment of a termination fee upon no more than ninety (90) days' written notice to the other party. Notwithstanding anything herein to the contrary, any Management Contract entered into by the Association while the Board is under the control of Declarant shall provide that following expiration of the Class B Membership, such Management Contract may be terminable, without any penalty, by the Association upon not more than ninety (90) days written notice to the other party.

ARTICLE III

3. Rights in Common Property.

3.1 Association Easement.

The Association shall have an easement over the Property for performing its duties and exercising its powers described in this Declaration. The Association's obligations to maintain the Common Property in a Phase of Development shall commence on the date Annual Assessments commence on the Condominiums in such Phase of Development. Until commencement of Annual Assessments on the Condominiums in any Phase, the Common Property in such Phase shall be maintained by Declarant.

3.2 Partition.

Except as provided in this Declaration, there shall be no judicial partition of the Common Property, or any part thereof, for the term of the Project, nor shall Declarant, any Owner or any other Person acquiring any interest in any Condominium in the Project seek any such judicial partition.

3.3 Members' Easements in Common Property.

Subject to the provisions of this Declaration and for the purposes set forth herein and subject to the terms of the Association, every Member of the Association shall have, for himself or herself, his or her Family, tenants, guests, and invitees, a nonexclusive easement of access, ingress, egress, use and enjoyment of, in and to the Common Property, and such easements shall be appurtenant to and shall pass with title to every Condominium in the Project.

3.4 Extent of Members' Easements.

The rights and easements of use and enjoyment of the Common Property created for the Members by this Declaration shall be subject to the Restrictions, which include, without limitation, the following:

(a) The right of the Board to suspend the rights and easements of any Member, and the Persons deriving such rights and easements from any Member, for use and enjoyment of any recreational facilities within the Project, for any period during which the payment of any Annual, Special, Capital Improvement or Reconstruction Assessment against the Member and his or her Condominium remains delinquent, and, after Notice and Hearing as provided in the Bylaws, to suspend such rights and easements for the period set forth in the Bylaws for any violation of the Restrictions, it being understood that any suspension of use and enjoyment of any recreational facilities within the Project for either nonpayment of any Assessment or breach of the Restrictions shall not constitute a waiver or discharge of the Member's obligation to pay assessments as provided in this Declaration, nor shall it in any way impinge on any Member's right of access to or use of such Member's Unit;

(b) The right of the Association to consent to or otherwise cause the construction of additional Improvements on the Common Property and to consent to or otherwise cause the alteration or removal of any existing Improvements on the Common Property for the benefit of the Members of the Association;

(c) The right of the Association, acting through the Board, to grant, consent to or join in the grant or conveyance of easements, licenses or rights-of-way in, on or over the Common Property for purposes not inconsistent with the intended use of the Property as a residential Condominium project, including, without limitation, the granting of exclusive easements to Owners over portions of the Common Property to conform the boundaries of the Units and/or the Common Property to the as-built location of Improvements installed or constructed by Declarant;

(d) The rights and reservations of Declarant as set forth in this Declaration;

(e) The right of the Association, acting through the Board, to reasonably restrict access to roofs, maintenance and landscaped areas and similar areas of the Property;

(f) The right of the Association to reasonably limit the number of guests and tenants of the Owners using the Common Property, as provided in this Declaration;

(g) The right of the Association, acting through the Board, to establish uniform Rules and Regulations for the use of the Common Property, as provided in this Declaration;

(h) The right of the Association in accordance with the Articles, Bylaws and this Declaration, with a vote or written assent of at least two-thirds (2/3rds) of the voting power of the Association, to borrow money for the purpose of improving, repairing, or

adding to the Common Property, and in aid thereof, subject to the provisions of Article XII of this Declaration, to mortgage, pledge, encumber by deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such Mortgagee shall be subordinated to the rights of the Owners;

(i) The right of the Association, subject to the provisions of Article XII of this Declaration, to dedicate, release, alienate, or transfer the Common Property, or a portion thereof, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members; and

(j) The right of the Association, subject to the provisions of California Civil Code § 4600 (or any successor or replacement statute), to grant exclusive use of any portion of the Association Property to any Owner, except as specified therein.

3.5 Delegation of Use.

Any Member entitled to the right and easement of use and enjoyment of the Common Property may delegate his or her right to use and enjoyment of the recreational and common facilities to his or her tenants, contract purchasers or subtenants who reside in his or her Condominium, subject to reasonable regulation by the Board. A Member who has made such a delegation of rights shall not be entitled to use and enjoyment of the recreational and common facilities of the Project for so long as such delegation remains in effect.

3.6 Waiver of Use.

No Member may exempt himself or herself from personal liability for Assessments duly levied by the Association, or effect the release of his or her Condominium from the liens and charges thereof, by waiving use and enjoyment of the Common Property or by abandoning his or her Condominium.

3.7 Damage by Member.

Each Member shall be liable to the Association for any damage to the Common Property not fully reimbursed to the Association by insurance (including without limitation any deductible amounts under any insurance policies against which the Association files a claim for such damage) if the damage is sustained because of the negligence, willful misconduct or unauthorized or improper installation or maintenance of any Improvement by the Member, his or her Family, guests, tenants or invitees, or any other Persons deriving their right and easement of use and enjoyment of the Common Property from the Member, or his or her or their respective Family, guests, tenants or invitees, both minor and adult. However, the Association, acting through the Board, reserves the right to determine whether any claim shall be made upon the insurance maintained by the Association, and the Association further reserves the right, after Notice and Hearing as provided in the Bylaws, to levy a Special Assessment equal to the increase, if any, in insurance premiums directly attributable to the damage caused by the Member or the Person for whom the Member may be liable as described above. In the case of joint ownership of a Condominium, the liability of the owners shall be joint and several, except to the extent that the Association shall have previously contracted in writing with the joint owners to the contrary. After Notice and Hearing as provided in the Bylaws, the cost of correcting the damage to the extent not

reimbursed to the Association by insurance shall be a Special Assessment against such Member's Condominium, and may be enforced as provided herein.

ARTICLE IV

4. Architectural Review Committee.

4.1 Members of Committee.

The Architectural Review Committee, sometimes referred to in this Declaration as the "Architectural Committee" or the "Committee," shall consist of three (3) members. The initial members of the Committee shall consist of representatives of Declarant. Subject to the following provisions, Declarant shall have the right and power at all times to appoint or remove a majority of the members of the Architectural Committee or to fill any vacancy of such majority until either (i) Close of Escrow has occurred for the sale of ninety percent (90%) of all the Units in the overall development, or (ii) the fifth (5th) anniversary of the first Close of Escrow pursuant to the Final Subdivision Public Report for Phase 1, whichever occurs earlier. Commencing one (1) year from the issuance of the Final Subdivision Public Report for Phase 1, the Board shall have the power to appoint and remove one (l) member of the Architectural Committee. Following termination of Declarant's right to appoint all or a portion of the members of the Committee pursuant to this Section 4.1, the Board shall have the power to appoint and remove all of the members of the Architectural Committee. Committee members appointed by the Board shall be from the Membership of the Association, but Committee members appointed by Declarant need not be Members of the Association. Board members may also serve as Committee members.

4.2 Review of Plans and Specifications.

The Committee shall consider and act upon any and all plans and specifications submitted for its approval under this Declaration and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Committee. No construction, alteration, removal, relocation, repainting, demolition, addition, modification, decoration, redecoration or reconstruction of any Improvement (including, without limitation, any bearing wall, ceiling, floor, window covering, plumbing, water system, and any landscaping or alteration of any established drainage pattern, plan or grade on any portion of the Property) which is a structural or utility component of the Condominium Building or is visible from the Common Property or another Unit in the Property or a public vantage, or otherwise expressly required by this Declaration to be submitted to the Architectural Committee for its review, shall be commenced or maintained, until the plans and specifications therefor showing the nature, kind, shape, height, width, color, materials and location of the same shall have been submitted to the Committee and approved in writing by the Committee; provided, however, that any Improvement may be repainted without Committee approval, so long as the Improvement is repainted the identical color with which it was last painted in compliance with all applicable Restrictions.

The Owner submitting the plans ("Applicant") shall obtain a written, dated receipt for the plans and specifications from an authorized agent of the Committee and shall submit the plans to the principal office of the Association, or such other address as may be established from

time to time by the Board. Until changed by the Board, the address for the submission of such plans and specifications shall be the principal office of the Association. The Committee shall approve, in writing only, proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, that the construction thereof will not detract from the beauty, wholesomeness and attractiveness of the Common Property or the enjoyment thereof by the Members, and that the upkeep and maintenance thereof will not become a burden on the Association.

The Committee may condition its written approval of proposals or plans and specifications for any Improvement (1) upon the Applicant's furnishing the Association with security acceptable to the Association against any mechanic's lien or other encumbrance which may be Recorded against the Property as a result of such work, (2) on such changes therein as it deems appropriate, (3) upon the Applicant's agreement to grant appropriate easements to the Association for the maintenance of the Improvements, (4) upon the Applicant's agreement to install (at its sole cost) water, gas, electrical or other utility meters to measure any increased consumption, (5) upon the Applicant's agreement to reimburse the Association for the cost of maintenance, (6) upon the Applicant's agreement to complete the proposed work within a stated period of time, or (7) upon all of the above, and may require submission of additional plans and specifications addressing any areas of concern to the Committee or other information prior to approving or disapproving material submitted.

The Committee may from time to time adopt, promulgate and amend rules or guidelines which, among other matters, may set forth design and architectural standards, procedures for the submission of plans for approval, requirements for a fee to accompany each application for approval, and/or additional factors which it will take into consideration in reviewing submissions. The Committee may provide that the amount of the fee shall be uniform, or that it be determined in any other reasonable manner, such as by the reasonable cost of the construction, alterations or additions contemplated. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including without limitation, floor plans, site plans, drainage plans, elevation drawings and description or samples of exterior material and colors. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plan submitted for approval. To ensure uniformity throughout the Project, the Association has the right to review and approve proposed design guidelines and all changes to the design guidelines before they are effective.

Decisions of the Committee and the reasons for the decisions shall be transmitted by the Committee to the Applicant in writing at the address set forth in the application for approval, within sixty (60) days after receipt by the Committee of all materials required by the Committee. No purported oral or verbal approval of the Committee shall be permitted and any approval, to be binding upon the Committee and the Association, shall be in writing. In no event will any application for approval or any proposal, plans or specifications be deemed approved based upon the passage or lapse of time; any approval must be by affirmative written action of the Committee to be effective. Notwithstanding approval of any application, proposal, plans or specifications by the Committee, no Applicant shall undertake any construction or other activity subject to the

review of the Committee unless, as a separate or independent matter, that Applicant has also met any review or permit requirements of the city or county in which the Project is located prior to making any alterations or Improvements permitted hereunder and has obtained all permits necessary to legally permit such construction or other activity, and has provided proof of contractor's insurance for all work to the Association.

4.3 Condition of Approval.

As a condition to approval of any requested architectural change, modification, addition, or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, shall be deemed to have agreed to assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration, unless otherwise agreed to in writing by the Board of Directors. It is the responsibility of every Owner of a Unit to determine for himself or herself what architectural modifications have been made to his or her Unit by any predecessor-in-interest. In the discretion of the Board or the Committee, an Owner may be required to confirm and acknowledge such condition of approval by written instrument in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest.

4.4 Commencement of Construction.

All architectural changes, modifications and improvements approved by the Committee hereunder must be commenced within one (1) year from the date of approval. If not commenced within one (1) year from the date of such approval, then such approval shall be deemed revoked by the Committee, unless the Committee gives a written extension for commencing the work prior to the expiration of said one (1) year period. All work approved by the Committee hereunder shall be completed in its entirety within ninety (90) days from the date of commencement, unless otherwise agreed in writing by the Committee. All approved architectural changes, modifications and improvements must be completed in their entirety, and an Owner may not construct only a portion or part of an approved architectural change, modification, or improvement.

4.5 Meetings of the Committee.

The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time by resolution unanimously adopted in writing designate a Committee Representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 4.10. In the absence of such designation, the vote of a majority of the Committee confirmed by contemporaneous written record executed by one or more members of the Committee or the written consent of a majority of the Committee taken without a meeting, shall constitute an act of the Committee.

4.6 No Waiver of Future Approvals.

The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed in connection with any matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold

approval or consent to any similar proposals, plans and specifications, drawings or matter subsequently or additionally submitted for approval or consent. Each Owner acknowledges that the members of the Board of Directors and the Committee will change from time to time and that interpretation, application, and enforcement of the architectural standards may vary accordingly.

4.7 Compensation of Members.

The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

4.8 Correction of Defects.

Inspection of work and correction of defects therein shall proceed as follows:

(a) The Committee or its duly authorized representative may at any time inspect any Improvement for which approval of plans is required under this Article IV. However, the Committee's right of inspection of Improvements for which plans have been submitted and approved shall terminate one hundred twenty (120) days after the work of Improvement has been completed and the respective Owner has given written notice of its completion to the Committee. The notice of completion may be delivered personally or by registered or certified mail to the principal office of the Association, or such other address as may be established from time to time by the Board. The Committee's rights of inspection shall not terminate pursuant to this paragraph if plans for the work of Improvement have not previously been submitted to and approved by the Committee or if the notice of completion is not properly given. If, as a result of such inspection, the Committee finds that the Improvement was done without obtaining approval of the plans therefor or was not done in substantial compliance with the plans approved by the Committee, it shall notify the Owner in writing of failure to comply with this Article IV, specifying the particulars of noncompliance. The Committee shall have the authority to require the Owner to take such action as may be necessary to remedy the noncompliance.

(b) If upon the expiration of sixty (60) days from the date of such notification, the Owner has failed to remedy the noncompliance, the Committee shall notify the Board in writing of such failure. Upon Notice and Hearing, as provided in the Bylaws, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date that notice of the Board ruling is given to the Owner. If the Owner does not comply with the Board ruling within that period, the Board, at its option, may Record a Notice of Noncompliance and may peacefully remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses (including reasonable attorneys' fees) incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Special Assessment against the Owner for reimbursement as provided in this Declaration. The right of the Association to remove a noncomplying Improvement or otherwise remedy the noncompliance shall be in addition to all other rights and remedies which the Association may have at law, in equity or in this Declaration.

(c) If for any reason the Committee fails to notify the Owner of any noncompliance with previously submitted and approved plans within one hundred fifty (150) days after receipt of written notice of completion from the Owner delivered in the manner required above, the Improvement shall be deemed to be in accordance with the approved plans.

4.9 Scope of Review.

The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition, on the basis of potential impact on the Condominium Building (including structural, acoustic and utility impacts), aesthetic considerations, consistency with this Declaration, and the overall benefit or detriment which would result to the immediate vicinity and the Property generally. The Committee shall take into consideration the structural and aesthetic aspects of the architectural design, placement of Improvements, landscaping, color schemes, exterior finishes and materials and similar features. The Committee's approval or disapproval shall be based solely on the considerations set forth in this Article IV, and the Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes. The Architectural Committee may consider the impact of views from other Residences or Condominiums, Association Property, or public vantages and reasonable privacy interests as factors in reviewing, approving or disapproving any proposed construction or other Improvements. However, there is no guaranty of any protected views within the Property and no Residence or Condominium is guaranteed the existence or unobstructed continuation of any particular view. Each Owner acknowledges that the Board of Directors and the Committee may adopt different architectural standards for different parts of the Project, based upon street visibility and location of the proposed modification in the Condominium Building. Neither the Declarant, the Association, the Board of Directors, the Committee, the Committee Representative, nor any member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner, quality or effect of approved construction on or modification to any Unit authorized pursuant to this Article IV. In the event legal action is brought against any such party as a result of such construction or modification, the Owner causing such construction or modification shall indemnify and hold harmless the Declarant, the Association, the Board of Directors, the Committee, the Committee Representative, and all members of any of the foregoing from all costs, expenses and damages (including but not limited to attorneys' fees) incurred in connection with such action, including, without limitation, any defense thereof.

4.10 Variances.

The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least a majority of the members of the Committee, and shall become effective upon Recordation. After Declarant has lost the right to appoint a majority of the members of the Committee, the Board must approve any variance recommended by the Committee before any such variance shall become effective. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance

was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of his or her Unit.

4.11 Appeals.

If the Committee disapproves an application, the Applicant may appeal such decision to the Board of Directors. The Board shall adopt policies and procedures for the appeal of Committee decisions for reconsideration by the Board, which appeal shall be heard at a Board meeting which is open to the Members of the Association.

ARTICLE V

5. Association Maintenance Funds and Assessments.

5.1 Personal Obligation of Assessments.

Declarant, for each Condominium owned by it, hereby covenants and agrees to pay, and each Owner, by acceptance of a deed of a Condominium, whether or not it shall be so expressed in any such deed, is deemed to covenant and agree to pay to the Association all Annual Assessments for Common Expenses and all applicable Special Assessments, Reconstruction Assessments and Capital Improvement Assessments. The Association shall not levy or collect any Annual Assessment, Capital Improvement Assessment, Special Assessment or Reconstruction Assessment that exceeds the amount necessary for the purpose for which it is levied. Except as provided in this Section 5.1, all such assessments, together with interest, costs, and reasonable attorneys' fees, shall be a separate, distinct and personal obligation of the Person who was the Owner of the Condominium at the time when the assessment fell due. This personal obligation cannot be avoided by abandonment of the Condominium or by an offer to waive use of the Common Property. The personal obligation for delinquent assessments shall not pass to any new Owner ("Purchaser") unless expressly assumed by the Purchaser.

5.2 Maintenance Funds of Association.

The Board of Directors shall establish no fewer than two (2) separate accounts (the "Maintenance Funds"), into which shall be deposited all monies paid to the Association, and from which disbursements shall be made, as provided herein, in the performance of functions by the Association under this Declaration. The Maintenance Funds may be established as trust accounts at a banking or savings institution. The Maintenance Funds shall include: (1) an operating fund for current Common Expenses of the Association ("Operating Fund"), (2) a reserve fund for capital Improvements, replacements, painting and repairs of the Common Property (which cannot normally be expected to occur on an annual or more frequent basis) ("Reserve Fund"), and (3) any other funds which the Board of Directors may establish to the extent necessary under the provisions of this Declaration. Nothing contained herein shall limit, preclude or impair the establishment of additional Maintenance Funds by the Association, so long as the amounts assessed to, deposited into, and disbursed from any such Fund are earmarked for specified purposes authorized by this Declaration.

5.3 Purpose of Assessments.

The assessments levied by the Board of Directors on behalf of the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Condominiums, for the operation, replacement, improvement and maintenance of the Property, and to discharge any other obligations of the Association under this Declaration. All amounts deposited into the Maintenance Funds must be used solely for the common benefit of all of the Owners for purposes authorized by this Declaration. Disbursements from the Operating Fund shall be made by the Board of Directors for such purposes as may be necessary for the discharge of its responsibilities herein for the common benefit of all of the Owners, other than those purposes for which disbursements from the Reserve Fund are to be used.

Disbursements from the Reserve Fund shall not be made by the Board of Directors for any purpose other than the repair, restoration, replacement or maintenance of, or litigation involving the repair, restoration, replacement or maintenance of, major components which the Association is obligated to repair, restore, replace, or maintain and for which the Reserve Fund was established. However, the Board may authorize the temporary transfer of money from the Reserve Fund to the Association's Operating Fund to meet short-term cash-flow requirements or other expenses, provided, that the Board has made a written finding, recorded in the Board's minutes, explaining the reasons that the transfer is needed, and describing when and how the money will be repaid to the Reserve Fund. The transferred funds shall be restored to the Reserve Fund within one (1) year of the date of the initial transfer, except that the Board may, upon making a finding supported by documentation that a temporary delay would be in the best interests of the Association, temporarily delay the restoration until the time which the Board reasonably determines to be necessary. The Board shall exercise prudent fiscal management in maintaining the integrity of the Reserve Fund, and shall, if necessary, levy a Capital Improvement Assessment or a Reconstruction Assessment, as applicable, to recover the full amount of the expended funds within the time limits required by this Section. Such assessment shall be subject to the limitation imposed by California Civil Code § 5650(b) (or any successor or replacement statute). The Board may, at its discretion, extend the date that payment of the Capital Improvement Assessment or Reconstruction Assessment is due.

Nothing in this Declaration shall be construed in such a way as to permit the use of Association assessments or funds to abate any annoyance or nuisance emanating from outside the boundaries of the Property. Annual Assessments shall be used to satisfy Common Expenses of the Association, as provided herein and in the Bylaws. When the decision is made to use the Reserve Fund or to temporarily transfer money from the Reserve Fund to pay for litigation, the Board shall notify Members of that decision in the next available mailing to all Members pursuant to § 5016 of the California Corporations Code (or any successor or replacement statute), and of the availability of an accounting of those expenses. The Association shall make an accounting of expenses related to the litigation on at least a quarterly basis. The accounting shall be made available for inspection by the Members at the Association's office.

5.4 Allocation of Assessments.

The Annual Assessments levied by the Board shall be allocated equally among the Owners in the Project.

5.5 Limitations on Annual and Special Assessment Increases.

The Board shall levy Annual Assessments in accordance with the following provisions:

(a) Maximum Authorized Annual Assessment for Initial Year of Operations. Until the first day of the Fiscal Year immediately following the Fiscal Year in which Annual Assessments commence, the Board shall not levy an Annual Assessment per Condominium in an amount greater than one hundred twenty percent (120%) of the amount of Annual Assessments disclosed in the most current Budget filed with and reviewed by DRE at the time Annual Assessments commence without the vote of Members casting a majority of votes at a meeting or election of the Association at which a quorum of the Association is represented; provided, that, for purposes of this Section 5.5(a), a quorum shall mean more than fifty percent (50%) of the Members of the Association. Notwithstanding the foregoing, this Section does not limit Annual Assessment increases necessary for addressing an "Emergency Situation" as defined in Section 5.5(e).

(b) Maximum Authorized Annual Assessment for Subsequent Fiscal Years. Starting with the first Fiscal Year immediately following the Fiscal Year in which Annual Assessments commence and for each Fiscal Year thereafter, the Board shall not levy Annual Assessments in any Fiscal Year in excess of one hundred twenty percent (120%) of the Annual Assessments levied during the immediately preceding Fiscal Year without the vote of Members casting a majority of votes at a meeting or election of the Association at which a quorum of the Association is represented; provided that, for purposes of this Section 5.5(b), a quorum shall mean more than fifty percent (50%) of the Members of the Association. In addition, the Board shall provide notice by first-class mail to all Members of any increase in Annual Assessments from the Annual Assessments levied during the immediately preceding Fiscal Year not less than thirty (30) nor more than sixty (60) days prior to the date on which such increased assessment shall become due. Notwithstanding the foregoing, this Section does not limit Annual Assessment increases necessary for addressing an "Emergency Situation" as defined in Section 5.5(e).

(c) Supplemental Annual Assessments. If the Board, by majority vote, determines that the important and essential functions of the Association may be properly funded by an Annual Assessment in an amount less than the maximum authorized Annual Assessment described above, it may levy such lesser Annual Assessment. If the Board determines that the estimate of total Annual Assessment charges for the current year is or will become inadequate to meet all projected expenses for the Property for any reason, it shall immediately determine the approximate amount of the inadequacy. Subject to the limitations described in Sections 5.5(a) and 5.5(b) above, the Board shall have the authority to levy, at any time during the Fiscal Year by a majority vote, a supplemental Annual Assessment reflecting a revision of the total Annual Assessment charges to be assessed against each Condominium for the balance of that Fiscal Year.

(d) Special Assessment. The Board shall not levy Special Assessments to defray the cost of any action or undertaking on behalf of the Association that in the aggregate exceeds five percent (5%) of the budgeted gross expenses of the Association for

that Fiscal Year without the vote of Members casting a majority of votes at a meeting or election of the Association at which a quorum of the Association is represented; provided that, for purposes of this Section 5.5(d), a quorum shall mean more than fifty percent (50%) of the Members of the Association. In addition, the Board shall provide notice by first-class mail to all Members of any Special Assessment levied during the Fiscal Year not less than thirty (30) nor more than sixty (60) days prior to the date on which such Special Assessment shall become due. Notwithstanding the foregoing, this Section 5.5(d) does not limit assessment increases necessary for addressing an "Emergency Situation" as defined in Section 5.5(e).

(e) Emergency Situations. For purposes of Sections 5.5(a), 5.5(b), 5.5(d) and 5.7, an "Emergency Situation" is any one of the following:

(1) An extraordinary expense required by an order of a court;

(2) An extraordinary expense necessary to repair or maintain the Property or any portion thereof for which the Association is responsible where a threat to personal safety on the Property is discovered;

(3) An extraordinary expense necessary to repair or maintain the Property or any portion thereof for which the Association is responsible that could not have been reasonably foreseen by the Board when preparing the Budget. Prior to the imposition or collection of an assessment pursuant to this subparagraph (iii), the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. The resolution shall be distributed to the Members with the Notice of Assessment; or

(4) An extraordinary expense in making the first payment of the earthquake insurance surcharge pursuant to § 5003 of the California Insurance Code, if such an expense is applicable.

5.6 Annual Assessments/Commencement-Collection.

The Board of Directors shall authorize and levy the amount of the Annual Assessment upon each Condominium, as provided herein, by majority vote of the Board. The initial Annual Assessment shall begin on all Condominiums in a Phase of Development (including unsold Condominiums therein owned by Declarant) on the first day of the first calendar month following the first Close of Escrow for the sale of a Condominium in such Phase, or an earlier date as may be selected by Declarant for commencement of Annual Assessments in such Phase. Unless provided to the contrary in the Budget, all Annual Assessments shall be assessed against the Members and their Condominiums as set forth in Sections 5.4 and 5.5 above. With the written approval of the Declarant or the Architectural Committee, the Owner of contiguous Units may be permitted to combine one or more Units into a single living space by elimination of the demising walls otherwise separating those Units, provided, that such physical combination of any Units shall not alter the legal identity of the Units under this Declaration or alter in any way the amount of the assessments applicable to those Units under this Declaration which shall continue to be allocated in full to each of the original Units notwithstanding the physical combination thereof. Annual Assessments for fractions of any month involved shall be prorated. Subject to the terms of any

maintenance agreement entered into between Declarant and the Association, Declarant shall pay its full pro rata share of the Annual Assessments on all unsold Condominiums for which Annual Assessments have commenced. The Board shall fix the amount of the Annual Assessment against each Condominium at least thirty (30) days in advance of each Annual Assessment period. From time to time the Board may determine that all excess funds in the Operating Fund be retained by the Association and used to reduce the following year's Annual Assessments. Upon dissolution of the Association incident to the abandonment or termination of the Project, any amounts remaining in any of the Maintenance Funds shall be distributed to or for the benefit of the Members in the same proportions as such monies were collected from the Members.

Concurrently with the first Close of Escrow for the sale of a Condominium in any Phase, Declarant shall pay to the Association an appropriate amount (as reviewed by DRE) for reserves for replacement or deferred maintenance of the Common Property in such Phase necessitated by or arising out of the use and occupancy of the Condominiums in such Phase under a rental program conducted by Declarant if such rental program was in effect for at least one (1) year prior to such first Close of Escrow.

Declarant and any other Owner of a Unit which has not been constructed shall be exempt from payment of that portion of the Annual Assessment which is for the purpose of defraying expenses and reserves directly attributable to the existence and use of the Unit. Any such exemption from the payment of Annual Assessments shall be in effect only until the earlier to occur of (1) the Recordation of a notice of completion of the Condominium Building, (2) the occupation or use of the Unit, or (3) completion of all elements of the Condominium Improvements that the Association is obligated to maintain.

Notwithstanding any other provisions of this Declaration, until the earlier to occur of (1) the Recordation of a notice of completion of an Improvement on the Common Property, or (2) the placement of such Improvement into use, each Owner (including Declarant) shall be exempt from paying that portion of any Annual Assessment which is for the purpose of defraying expenses and reserves directly attributable to the existence and use of such Improvement.

Each Member shall pay to the Association his or her Annual Assessment in installments at such frequency and in such amounts as established by the Board. Each installment of the Annual Assessment may be paid by the Member to the Association in one check or in separate checks as payments attributable to the deposits under the Operating Fund and the Reserve Fund. If any installment of an Annual Assessment payment is less than the amount assessed and the payment does not specify the Maintenance Fund or Funds into which it should be deposited, the receipt by the Association from that Owner shall be credited in order of priority first to the Operating Fund, until that portion of the Annual Assessment has been satisfied, and second to the Reserve Fund.

Notwithstanding any other provisions of this Declaration or the Bylaws regarding the term and termination of contracts with Declarant for providing services to the Association, Declarant may enter into a written maintenance agreement with the Association under which Declarant shall pay all or any portion of the operating Common Expenses and perform all or any portion of the Association's maintenance responsibilities in exchange for a temporary suspension of Annual Assessments. Such maintenance agreement shall extend for a term and shall be on such

conditions as are reviewed by the DRE, and may require Owners to reimburse Declarant, through the Association, for a portion of the costs expended in satisfaction of Common Expenses.

5.7 Capital Improvement Assessments.

Should the Board of Directors determine the need for a capital Improvement or other such addition to the Property, the cost of which in the aggregate exceeds five percent (5%) of the Budgeted gross expenses of the Association for the then current Fiscal Year, then the vote or written consent of Members casting a majority of votes at a meeting or election of the Association at which a quorum of the Association is represented shall be required to approve and render effective a Capital Improvement Assessment levied by the Board of Directors to cover the cost of such expenditure; provided that, for purposes of this Section 5.7, a quorum shall mean more than fifty percent (50%) of the Members of the Association. Capital Improvement Assessments may be levied by the Board without the consent of the Members, if the aggregate of such expenditures in each Fiscal Year does not exceed five percent (5%) of the Budgeted gross expenses of the Association for such Fiscal Year; provided, that the Board shall provide notice to each Owner by first-class mail of the levying of such Capital Improvement Assessment not less than thirty (30) nor more than sixty (60) days prior to the date on which such assessment shall become due. Notwithstanding the foregoing, the Board may levy in any Fiscal Year, a Capital Improvement Assessment applicable to that Fiscal Year which exceeds five percent (5%) of the Budgeted gross expenses of the Association for such Fiscal Year if such increase is necessary to address an "Emergency Situation" as defined in Section 5.5(e).

5.8 Delinquency.

Any installment of an assessment provided for in this Declaration shall become delinquent if not paid within fifteen (15) days of the due date as established by the Board of Directors of the Association. With respect to any such delinquent assessment, the Board is hereby authorized to and, at its election, may require the Owner responsible for such delinquent assessment to pay both of the following: (a) reasonable costs incurred in collecting the delinquent assessment, including reasonable attorneys' fees and costs; and (b) a late charge in the maximum amount permitted by California Civil Code § 5650(b)(2) (or any successor or replacement statute). In addition to the foregoing, commencing thirty (30) days after the assessment becomes due and continuing until paid, the Board is hereby authorized to and, at its election, may require the Owner responsible for the delinquent assessment to pay interest on all sums identified above (including the delinquent assessment, reasonable costs of collection, attorneys' fees and late charges) at the maximum rate permitted by California Civil Code § 5650(b)(3) (or any successor or replacement statute). The Association need not accept any tender of a partial payment of an installment of an assessment and all costs and attorneys' fees attributable thereto, and any acceptance of any such tender shall not be deemed to be a waiver of the Association's right to demand and receive full payment thereafter of all such amounts owed. Collection of delinquent assessments must be conducted in accordance with the provisions of California Civil Code §§ 5660, 5705, 5715 and 5720 (or any successor or replacement statutes).

5.9 Creation and Release of Lien.

All sums (other than Special Assessments imposed against a particular Owner as a penalty or disciplinary measure for such Owner's failure to comply with the Restrictions) assessed in accordance with the provisions of this Declaration shall constitute a lien on the respective Condominium prior and superior to (a) any declaration of homestead Recorded after the Recordation of this Declaration, and (b) all other liens, except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any Recorded Mortgage or Deed of Trust with first priority or seniority over all other Mortgages or Deeds of Trust) made in good faith and for value and Recorded prior to the date on which the "Notice of Lien" (described in this Section) against the respective Condominium was Recorded. Prior to the Recordation of a Notice of Lien against a Unit, the Association must comply with the requirements of California Civil Code § 5660 (or any successor or replacement statute), including, without limitation, the following requirements:

> At least thirty (30) days prior to recording a Notice of Lien, the Association shall notify the Owner of such Unit in writing by certified mail of the following: (i) a general description of the collection and lien enforcement procedures of the Association and the method of calculation of the amount, (ii) a statement that the Owner has the right to inspect the Association records, pursuant to § 5205 of the California Civil Code, and the following statement in 14-point boldface type, if printed, or in capital letters, if typed: "IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION;" (iii) an itemized statement of the charges owed by such Owner, including items which indicate the principal owed, the fees and reasonable cost of collection, any late charges, any interests, and any reasonable attorneys' fees, (iv) a statement that the Owner shall not be liable to pay the charges, interest, and costs of collection, if it is determined the assessment was paid on time to the Association; (v) notify the Owner of the right to request a meeting with the Board as provided by California Civil Code § 5665; (vi) notify the Owner of the Owner's right to dispute such charges by written request for a dispute resolution pursuant to a meet and confer program as set forth in California Civil Code §§ 5900 - 5920; (vii) notify the Owner of the Owner's right to request for alternative dispute resolution with a neutral third party pursuant to California Civil Code §§ 5925 - 5965 before the Association may initiate any foreclosure proceeding against the Owner's Unit, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.

A defaulting Owner may submit a written request to meet with the Board to discuss a payment plan for the debt noticed and the Board shall meet with the Owner in executive session in accordance with the requirements of California Civil Code § 5665 (or any successor or

replacement statute). Any payment toward the charges itemized shall be first applied to the principal owed, and only after the principal owed is paid in full shall such payments be applied to interest, late charges or collection expenses. The decision to record a Notice of Lien shall be made by the Board in an open meeting and shall not be delegated to any agent of the Association. The Board shall approve the decision by a majority vote of the board members in an open meeting and record the vote in the minutes of that meeting. The lien shall become effective upon Recordation by the Board or its authorized agent of a notice of delinquent assessment ("Notice of Lien") concerning delinquent payment of any Annual, Capital Improvement or Reconstruction Assessment or installment thereof, levied by the Association against any Condominium Owner, as provided in § 5675 of the California Civil Code (or any successor or replacement statute). The Notice of Lien shall state (i) the amount of the assessment or installment, as the case may be, and other authorized charges and interest, including the cost of preparing and Recording the Notice of Lien, (ii) the expenses of collection in connection with any delinquent installments, including without limitation reasonable attorneys' fees, (iii) a legal description of the Condominium against which the same has been assessed, (iv) the name and address of the Owner against which the lien is imposed, and (v) if applicable, in order for the lien to be enforced by nonjudicial foreclosure, the name and address of the trustee authorized by the Association to enforce the lien by nonjudicial foreclosure sale. The Notice of Lien shall be signed by the President, Vice President or Secretary of the Association and shall be mailed no later than ten (10) calendar days after Recordation, in the manner set forth in § 2924b of the California Civil Code (or any successor or replacement statute), to all record Owners of the Condominium against which the Notice of Lien was recorded. The lien shall relate only to the individual Condominium against which the assessment was levied and not to the Property as a whole. Within twenty-one (21) days of the payment to the Association of the full amount claimed in the Notice of Lien, or other satisfaction thereof, the Board of Directors shall cause to be Recorded a notice of satisfaction and release of lien ("Notice of Release") stating the satisfaction and release of the amount claimed. The Board of Directors may demand and receive from the applicable Owner a reasonable charge for the preparation and Recordation of the Notice of Release before Recording it. Any purchaser or encumbrancer who has acted in good faith and extended value may rely upon the Notice of Release as conclusive evidence of the full satisfaction of the sums stated in the Notice of Lien.

5.10 Enforcement of Liens.

Prior to enforcement of any lien, the Association shall offer the Owner and, if so requested by such Owner, shall participate in dispute resolution pursuant to a "meet and confer" program as set forth in California Civil Code §§ 5900-5920 (or any successor or replacement statutes) or alternative dispute resolution with a neutral third party pursuant to California Civil Code §§ 5925 – 5965 (or any successor or replacement statutes). The decision to pursue dispute resolution or a particular type of alternative dispute resolution shall be the choice of the Owner, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure. After the expiration of thirty (30) days following Recordation of the Notice of Lien, the Board of Directors may enforce any assessment lien provided for in Section 5.9, hereinabove, which is in excess of One Thousand Eight Hundred Dollars ($1,800.00) (not including any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest), or more than twelve (12) months delinquent, (i) by filing an action for judicial foreclosure or (ii) by instituting a nonjudicial foreclosure by the trustee named in the Notice of Lien or by a trustee substituted pursuant to California Civil Code § 2934a (or any successor or replacement statute),

by recording a notice of default in the form described in California Civil Code § 2924c(b)(1) (or any successor or replacement statute) to commence a nonjudicial foreclosure sale. A nonjudicial foreclosure sale shall be conducted in accordance with requirements of California Civil Code §§ 2924, 2924b, 2924c, 2924f, 2924g and 2924h (or any successor or replacement statutes) applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any manner permitted by law. The decision to initiate foreclosure of a lien for delinquent assessments that has been validly Recorded shall be made only by the Board and may not be delegated to an agent of the Association. The Board shall approve the decision by a majority vote of the Board members in an executive session. The Board shall record the vote in the minutes of the next meeting of the Board open to all Members. The Board shall maintain the confidentiality of the defaulting Owner(s) by identifying the matter in the minutes by the Unit number, rather than the name of the Owner(s). A Board vote to approve foreclosure of a lien shall take place at least thirty (30) days prior to any public sale. If the Board votes to foreclose upon the Unit, the Board shall provide notice by personal service in accordance with the manner of service of summons in accordance with California Code of Civil Procedure § 415.10 (or any successor or replacement statute) to the defaulting Owner who occupies the Unit or to such Owner's legal representative. The Board shall provide written notice to a defaulting Owner who does not occupy the Unit by first-class mail, postage prepaid, at the most current address shown on the books of the Association. The Association, through its agents, shall have the power to bid on the Condominium at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Upon completion of the foreclosure sale, an action may be brought by the Association or the purchaser at the sale in order to secure occupancy of the defaulting Owner's Unit, and the defaulting Owner shall be required to pay the reasonable rental value for such Unit during any period of continued occupancy by the defaulting Owner or any persons claiming under the defaulting Owner. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same, but this provision or any institution of suit to recover a money judgment shall not constitute an affirmation of the adequacy of money damages. Any recovery resulting from a suit at law or in equity initiated pursuant to this Section shall include reasonable attorneys' fees as fixed by the court. Notwithstanding any provision in the law or in this Declaration to the contrary, a nonjudicial foreclosure by the Association to collect upon a debt for delinquent assessments shall be subject to the right of redemption, as provided in California Civil Code § 5715(b) (or any successor or replacement statute), which right shall run for a period of ninety (90) days after the sale.

5.11 Priority of Assessment Lien.

The lien of the Assessments, including interest and costs of collection (including attorneys' fees), provided for herein shall be subordinate to the lien of any first Mortgage of record (meaning any Recorded Mortgage or Deed of Trust) upon any Condominium made in good faith and for value and Recorded prior to the date on which the lien became effective. Sale or transfer of any Condominium shall not affect the assessment lien. However, the sale or transfer of any Condominium pursuant to judicial or nonjudicial foreclosure of a first Mortgage with priority over the Assessment lien shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Condominium from liens for any Assessments thereafter becoming due. When the Mortgagee of a first Mortgage of record with priority over the Assessment lien or other purchaser of a Condominium obtains title pursuant to a judicial or nonjudicial foreclosure of that first Mortgage, such acquirer of title, his or her

successors and assigns, shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Condominium which became due prior to the acquisition of title to such Condominium by such acquirer; provided, however, that all such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses thereafter collectible from all of the Owners of Condominiums in the Project, including such acquirer of title, and his or her successors and assigns.

ARTICLE VI

6. Project Easements and Rights of Entry.

6.1 Easements.

(a) Access; Parking. Declarant expressly reserves for the benefit of and grants to the Association and the Owners reciprocal, nonexclusive easements for access, ingress and egress over all of the Common Property, which easements may be conveyed by Declarant to the Owners and to the Association for so long as Declarant owns any interest in the Project. Subject to the provisions of the Restrictions governing use and enjoyment thereof, including, without limitation, the provisions for restriction of Owner access to the Common Property upon the terms and for the reasons set forth in Section 3.4 above, the Owner easements may be used by all Owners and their Family, guests, tenants and invitees residing on or temporarily visiting the Property, for walkways, vehicular access and such other purposes reasonably necessary for use and enjoyment of a Condominium in the Project.

(b) Maintenance and Repair. Declarant expressly reserves for the benefit of and conveys to the Board of Directors and all agents, officers and employees of the Association, nonexclusive easements over the Property as necessary to maintain and repair the Common Property, and to perform all other tasks in accordance with the provisions of this Declaration. Such easements over the Property shall be appurtenant to, binding upon, and shall pass with the title to, every Condominium conveyed.

(c) Utilities. Easements over the Project for the installation and maintenance of electric, telephone and Telecommunication Facilities, water, gas, drainage and sanitary sewer connections and facilities, as may be hereafter required or determined necessary by the Declarant or the Board to service the Project, are hereby reserved by Declarant, together with the right to grant and transfer the same. Declarant expressly reserves for the benefit of the Association the right of Declarant and the Association to grant additional easements and rights-of-way over the Property to utility companies, Telecommunication Services companies and public agencies, as necessary, for the proper development, disposal and operation of the Property. Such right of Declarant shall expire (i) with respect to any Phase of Development, upon Close of Escrow for the sale of all Condominiums in such Phase by Declarant, or (ii) with respect to all Phases, upon expiration of seven (7) years from the date of original issuance by DRE of the Final Subdivision Public Report for Phase 1. Declarant hereby reserves and grants the following easements and said easements shall be governed as set forth below:

(1) Each respective utility company shall maintain all utility facilities and connections on the Project owned by such utility company; provided, however, that

if any company shall fail to do so, it shall be the obligation of each Owner to maintain those facilities and connections located upon or within such Owner's Unit and it shall be the obligation of the Association to maintain those facilities and connections located upon the Common Property. Notwithstanding the foregoing, internal and external telephone wiring designed to serve a single Unit, but is located outside the boundaries of the Unit, shall be maintained by the Owner of said Unit;

(2) Wherever sanitary sewer, water or gas connections, cable television lines, electric lines, telephone or Telecommunication Facilities are installed within the Project and it becomes necessary to gain access to said connections, cables and/or lines through a Unit owned by someone other than the Owner of the Unit served by said connections, cables and/or lines, the Owner of the Unit served by said connections, cables and/or lines shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon such other Unit or to have the utility companies enter upon such other Unit to repair, replace and generally maintain said connections, cables and/or lines;

(3) Whenever sanitary sewer, water or gas connections, cable television lines, electric lines, telephone or Telecommunication Facilities are installed within the Project, and said connections, cables and/or lines serve more than one (1) Unit, the Owner of each Unit served by said connections, cables and/or lines shall be entitled to the full use and enjoyment of such portions of same as service his or her Unit; and

(4) In the event of a dispute between Owners with respect to the repair or rebuilding of the aforesaid connections, cables and/or lines, or the sharing of the cost thereof, upon written request of one (1) of such Owners addressed to the Association, the matter shall be submitted to the Board who shall decide the dispute, and the decision of the Board shall be final and conclusive on the Owners.

(d) Support and Encroachments. Declarant, the Association and Owners of contiguous Units shall have a reciprocal easement appurtenant to each of the Units over the adjacent Units and the Common Property for the purpose of (1) lateral and sub-adjacent support, (2) accommodating any existing encroachment of any wall or any Improvement (including, without limitation, utility equipment, pipes, plumbing, mechanical, and other structural appurtenances) resulting from the original construction of the Improvements by Declarant, and (3) maintaining such encroachments and accommodating authorized construction, reconstruction, repair, shifting, movement or natural settling of the Improvements or any other portion of the Project. Easements and reciprocal negative easements for utility services and repairs, replacement and maintenance of the same over all of the Common Property are specifically reserved for the benefit of the Owners. Declarant expressly reserves for the benefit of the Common Property, and for the benefit of the Owners and the Association, reciprocal nonexclusive easements for drainage of water resulting from the normal use of adjoining Units or Common Property, over, across and upon each of the Units and the Common Property. The foregoing easements shall not unreasonably interfere with each Owner's use and enjoyment of his or her Unit. No portion of the Common Property, including, without limitation, parking areas and other amenities contemplated as a part of the Property, are proposed to be leased by Declarant to the Owners or to the Association.

(e) Declarant's Rights. Declarant expressly reserves for its benefit the right and easement for access, ingress and egress on and over the Project to complete any Improvement which Declarant deems necessary or desirable to implementation of the Declarant's development plan for the Project and to install and maintain such structures, displays, advertising signs, billboards, flags, sales offices, model homes, interior design and decorator centers, and parking areas for employees, agents, and prospective buyers as may be reasonably necessary or convenient for the proper development and disposition of the Condominiums located within the Project by sale, resale, lease or otherwise, including, without limitation, operation of a sales office. Declarant further reserves for its benefit the right and easement for access over the Property for construction equipment, access over and through the Project for purposes of equipment, material and construction staging, and access over and through the Project by all contractors, subcontractors, employees and other personnel used in connection with the planning, design, excavation, construction and other improvement work necessary to development of the Project. Declarant further expressly reserves for its benefit the right to hereafter create and convey such easements, covenants, conditions, restrictions, and licenses against, over, on, above or below the Project and the Property as necessary or helpful to facilitate the design, engineering, processing, approval, financing, development, construction and maintenance of the Project and the Property, including, without limitation, easements, covenants, conditions, restrictions, and licenses reasonably necessary to meet set-back, open space, access, fire safety, or other zoning or planning requirements or policies. This Declaration cannot be amended to modify or eliminate the easements reserved to Declarant by this or any other Section without prior written consent of Declarant, and any attempt to do so shall have no effect.

(f) Exclusive Use Areas. Declarant expressly reserves for the benefit of and grants to certain Owners of Units in this Project exclusive easements over the Common Area for internal and external telephone wiring designed to serve a single Unit but located outside the boundaries of that Unit, in accordance with California Civil Code § 4145 (or any successor or replacement statute), or pursuant to the rights reserved to the Declarant in Article VII below.

(g) Easements for Air Conditioning/Heating Units. As to any air conditioning and/or heating equipment which is located on a portion of the Common Property, there is hereby created, established and granted an exclusive easement on, over and across said portion of the Common Property for the permanent placement of such equipment. Additionally, each Owner is granted an easement for ingress, egress and access on and over the Common Property to install, maintain, repair and replace his or her respective air conditioning and/or heating equipment.

(h) Easements for Solar Equipment. As to each solar electric system which exclusively serves a Unit and is installed on the roof of the Condominium Building and/or within other portions of the Common Property, there is hereby created, established and granted an exclusive easement on, over and across said portions of the Common Property for the permanent placement of the solar electric panels and related equipment. Additionally, each Owner is granted an easement for ingress, egress and access on and over the Common Property to maintain, repair and replace his or her respective solar system equipment; provided however, the Association shall have the right to temporarily remove and store an Owner's solar panels and related improvements located on the roof of the Condominium Building in order to accommodate

any maintenance, repair or replacement of Improvements located on the roof. The Association shall promptly re-install the solar panels and related improvement after completion of its maintenance, repair and/or replacement work on the roof of the Condominium Building. Each Owner, by accepting a deed to a Condominium, hereby acknowledges that such activities of the Association will impair the use of such Owner's solar electric system, which would result in a higher monthly electrical cost and may be an inconvenience or nuisance to the Owner, and hereby consents to such adverse impact, impairment, inconvenience or nuisance, and agrees to indemnify the Association against any claims with respect to such matters.

6.2 Rights of Entry.

The Board of Directors shall have a limited right of entry in and upon the Common Property and the interior of all Units for the purpose of inspecting the Project and taking whatever corrective or maintenance action may be deemed necessary or proper by the Board of Directors, consistent with the provisions of this Declaration. However, such entry upon the interior of a Unit shall be made, except to effect emergency repairs or other emergency measures, only after three (3) days prior written notice to the Owner of such Unit. Nothing herein shall be construed to impose any obligation upon the Association to maintain or repair any property or Improvements required to be maintained or repaired by the Owners. Nothing in this Article VI shall in any manner limit the right of the Owner to exclusive occupancy and control over the interior of his or her Unit. However, an Owner shall permit a right of entry to the Board of Directors or any other person authorized by the Board of Directors, as reasonably necessary, such as in case of any emergency originating in or threatening his or her Unit, whether the Owner is present or not. Any damage caused to a Unit by such entry by the Board of Directors or by any person authorized by the Board of Directors shall be repaired by the Association as a Common Expense of the Association.

Furthermore, an Owner shall permit other Owners, or their representatives, to enter his or her Unit for the purpose of performing required installations, alterations or repairs to the mechanical or electrical services to a Unit, provided that such requests for entry are made at least three (3) days in advance and entry is made at a time reasonably convenient to the Owner whose Units is to be entered; and provided further, that the entered Unit is left in substantially the same condition as existed immediately preceding such entry. In case of an emergency, such right of entry shall be immediate. Any damage caused to a Unit by such entry by an Owner or its representative shall be repaired by such Owner.

Upon receipt of reasonable notice from the Association (which shall in no event be less than fifteen (15) days nor more than thirty (30) days) each Owner shall vacate his or her Unit in order to accommodate efforts by the Association to perform any other maintenance or repairs pursuant to the Declaration. The Board shall have the right to enter the Units and the right to remove Owners from their Units, as necessary, to accomplish its duties as provided herein. The cost of eradicating any pest infestation or of performing any such maintenance or repairs shall be a Common Expense of the Association; however, each Owner shall bear his or her own costs of temporary relocation. If the Association acts to eradicate any pests or organisms, then the procedure established in Section 2.7 shall control.

ARTICLE VII

7. Declarant's Rights and Reservations.

Nothing in the Restrictions shall limit, and neither any Owner nor the Association shall do anything to interfere with, the right of Declarant to subdivide or resubdivide any portion of the Property, or to complete Improvements to and on the Common Property or any portion of the Property owned solely or partially by Declarant, or to alter the foregoing or its construction plans and designs, or to construct such additional Improvements as Declarant deems advisable in the course of development of the Property so long as any Condominium in the Project remains unsold; provided, that an alteration of Declarant's construction plans shall require prior approval of VA and FHA if such alteration is inconsistent with the general plan of development approved by VA and FHA.

The rights of Declarant hereunder shall include, but shall not be limited to, the exclusive right to install, maintain, locate, relocate and reconfigure such structures, displays, signs, billboards, flags, sales offices, model homes, construction office, interior design and decorator centers, and parking areas for employees, agents, and prospective buyers as may be reasonably necessary or convenient in Declarant's judgment for the proper development and disposition of the Condominiums located within the Project by sale, resale, lease or otherwise, and the right to use any portions of the Project necessary to provide ongoing maintenance, operation, service, construction, punch-out, and repairs to individual Units and the Common Property. Notwithstanding anything in the Restrictions which is or appears to be to the contrary, Declarant may use any Condominium owned by Declarant in the Project, or portions of the Common Property as model homes, construction office and/or real estate sales or leasing offices; provided that use of such office shall be limited to construction of the Project and/or sales, resales and leasing of the Condominiums located on the Property.

Declarant need not seek or obtain Architectural Committee approval of any Improvement constructed, reconstructed, modified or placed by Declarant on any portion of the Property owned by Declarant, or seek or obtain Architectural Committee approval of the construction upon the Annexable Territory, or a portion thereof, of a project of a type different than the Improvements previously constructed by Declarant upon the Property, or the annexation of all or a portion of the Annexable Territory containing such other project or projects to this Declaration pursuant to Article XVI below. Declarant further reserves the right (but not the obligation), subject to DRE review of a revised Budget for the Project, to provide for a "split roll" or "cost center" dues structure, so that the maintenance costs associated with maintenance of Common Property, or identified elements thereof, within separate portions of the Project are segregated and borne by the Owners of the Units within those portions of the Project. All or any portion of the rights of Declarant hereunder and elsewhere in these Restrictions may be assigned by Declarant to any successor in interest to any portion of Declarant's interest in any portion of the Property by written assignment. Notwithstanding any other provision of this Declaration to the contrary, the prior written approval of Declarant, which may be granted or withheld in its sole discretion, will be required before any amendment of this Article shall be effective. Each Owner, with the exception of the VA, hereby grants, upon acceptance of his or her deed to his or her Unit, an irrevocable, special power of attorney to Declarant to execute and Record all documents and maps necessary to allow Declarant to exercise its rights under this Article. Declarant and its

prospective purchasers of Condominiums shall be entitled to the nonexclusive use of the Common Property and any recreational facilities, if any, thereon, without further cost for access, ingress, egress, use or enjoyment, in order to show the Property to those prospective purchasers, to dispose of the Property as provided herein, and to develop and sell the Annexable Territory. Declarant and its prospective purchasers of Condominiums shall be entitled to the nonexclusive use of the Common Property and recreational facilities, if any, thereon, without further cost for access, ingress, egress, use or enjoyment, in order to show the Property to those prospective purchasers, to dispose of the Property as provided herein. Declarant, its successors and tenants, shall also be entitled to the nonexclusive use of any portions of the Property which comprise private streets, drives and walkways for the purpose of ingress, egress and accommodating vehicular and pedestrian traffic to and from the Property and the Annexable Territory. The use of the Common Property by Declarant shall not unreasonably interfere with the use thereof by the other Members. Each Owner, by accepting a deed to a Condominium, hereby acknowledges that the activities of Declarant may temporarily or permanently impair the view of such Owner and may constitute an inconvenience or nuisance to the Owners, and hereby consents to such impairment, inconvenience or nuisance. This Declaration shall not limit the right of Declarant to establish, reserve, and/or grant additional licenses, easements, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary for the proper development and disposal of the Project.

Notwithstanding any other provisions of this Declaration to the contrary, and without limiting Declarant's unilateral rights provided elsewhere in this Declaration or in the Restrictions, until such time as Owners other than Declarant own at least seventy-five percent (75%) of the Units within the Project, or until the fifth (5th) anniversary of the first Close of Escrow for a Unit, whichever occurs first, Declarant's written consent shall be required before the Association may take any action with respect to the following:

(a) Reduction in the level of, or change in allocation of responsibility for maintenance of and repairs to all or any portion of the Common Property subject to this Declaration, or any other maintenance obligations of the Association set forth in this Declaration;

(b) Conveyance by the Association of all or any portion of the Common Property;

(c) Alteration in the method of fixing and collecting Assessments or any increases in Assessments beyond the amounts permitted under Article V of this Declaration;

(d) Modification of the enforcement and review procedures of the Architectural Committee, or any change in the architectural and landscaping design originally installed by Declarant;

(e) Modification to Improvements on the Common Property or to the level or frequency of maintenance of the Common Property; or

(f) Alteration in the method of enforcing the provisions of this Declaration.

Each Owner, by accepting a deed to a Condominium, hereby irrevocably appoints Declarant as his or her attorney-in-fact, for himself or herself and each of his or her Mortgagees, optionees, grantees, licensees, trustees, receivers, lessees, tenants, judgment creditors, heirs, legatees, devisees, administrators, executors, legal representatives, successors and assigns, whether voluntary or involuntary, for a period of ten (10) years after the Close of Escrow for the sale of the last Unit in the Project covered by a Final Subdivision Public Report and hereby grants to Declarant an irrevocable limited power of attorney coupled with an interest for Declarant to act as his or her attorney-in-fact in connection with any modification to the development plans of all or any portion of the Project. Each Owner hereby acknowledges and agrees that this irrevocable limited power of attorney is: (a) retained for the benefit of the Declarant and not the Owner; and (b) created by Owner's acceptance of a deed to a Condominium and as part of the consideration for the purchase and sale of a Condominium. Based on the foregoing, each Owner further acknowledges and agrees that this irrevocable limited power of attorney is "coupled with an interest" and, pursuant to § 2356 of the California Civil Code, as same may be amended, from time to time, may not be terminated by: (a) the Owner's revocation of such limited power of attorney; (b) the Owner's death; or (c) the Owner's incapacity to contract. In furtherance thereof and subject to the limitations and restrictions set forth in this Article, Declarant shall have the right and power as a duly authorized attorney-in-fact to perform any of the following actions:

(a) To prepare, execute, acknowledge and record any map, lot line adjustment, certificate of compliance or record of survey affecting the Project;

(b) To prepare, execute, acknowledge and record any amendments necessary to cause a Condominium Plan to conform with the Improvements as actually built or with the approved plans for the Project;

(c) To prepare, execute, acknowledge and file for approval any application for zoning or setback changes or lot line adjustments, or variance or conditional use permits, or any other permits or reports required or permitted by law;

(d) To make applications for any property reports or public reports, or amendments thereto, or exemption from the requirements therefor required or permitted by federal and State statutes, rules and regulations relating to the sale, lease, transfer or other disposition of subdivided lands;

(e) To deliver any public reports or property reports, or amendments thereto, obtain receipts and offer and administer rescission rights required by law;

(f) To prepare, execute, acknowledge and file for approval any registration or application for any permit, approval, exemption, ruling or entitlement, which registration or application is required or permitted by law;

(g) To prepare, execute, acknowledge and record any deeds, waivers, releases, reconveyances or other documentation which may be permitted or required to (i) clear title to any constructed or unconstructed Units in the Project, (ii) evidence the modifications made to the Project pursuant to this Section, or (iii) correct any errors or omissions in any deed or other instruments; and

(h) To prepare, execute, acknowledge and record on behalf of the Owners and the Association any easement over the Common Property, including, without limitation, any easements reasonably necessary for the development and disposition of Condominiums within the Project.

The Association shall provide Declarant with all notices and other documents to which a Beneficiary is entitled pursuant to this Declaration, provided that Declarant shall be provided such notices and other documents without making written request therefor. If any portion of the Annexable Territory is not annexed to this Project pursuant to the provisions of this Declaration, and that portion of the Annexable Territory requires ingress and egress access over private streets located within the Project and/ or access to and use of common utilities within the Project, easements shall exist and are hereby reserved in favor of the owners of that portion of the Annexable Territory for reasonable vehicular and pedestrian traffic and reasonable use of the common utilities for residential development; provided, that, in that event, the properties benefitted by that easement, and the owners thereof, shall be obligated to pay their equitable share of the costs of maintenance and repair of said private streets and utilities, and, as a condition to the effectiveness of such easements, the properties benefitted, and the owners thereof shall be subjected to Recorded covenants obligating them to pay annual and special assessments for the cost of maintenance and repair of said streets. In the event of any disagreement as to the reasonableness of said annual and/or special assessments, or the division thereof, the matter shall be submitted to a neutral arbitrator approved by the Board and the representative of the owners benefitted by such easements or, in the absence of agreement on such arbitrator, by a judicial reference action pursuant to Code of Civil Procedure §§ 638-645.1 (or any successor or replacement statutes thereto).

Declarant shall have the right to assign any or all of its rights and obligations in this Declaration to any successor in interest by a written assignment. Notwithstanding any other provision of this Declaration to the contrary, the prior written approval of Declarant, which may be granted or withheld in its sole discretion, will be required before any amendment to this Article VII shall be effective. The foregoing rights established and reserved by Declarant shall be subject only to the applicable regulations and requirements of the DRE and the city or county in which the Project is located.

For a period of ten (10) years after the Close of Escrow for the sale of the last Unit in the Project, in addition to Declarant's rights as an Owner and a Member, Declarant shall have the following rights: (1) access to and the right to inspect the Association books and financial records; (2) access to and the right to inspect the Association's maintenance records; (3) access to and the right to inspect the Common Property; (4) right to receive notice of, attend and speak at all meetings of the Members; and (5) right to receive copies of the minutes of the meetings of the Board of Directors and meetings of the Members, upon request and payment of the actual costs to copy and distribute such records.

ARTICLE VIII

8. Residence and Use Restrictions.

All of the Project shall be held, used and enjoyed subject to (i) the limitations and restrictions set forth herein, and (ii) the exemptions of Declarant set forth in this Declaration.

8.1 Single Family Residences.

Each Residence shall be used exclusively for single Family residential purposes, subject to the exemption granted Declarant under Article VII of this Declaration. An Owner may rent or lease his or her Unit to a single Family pursuant to the Leasing Provisions set forth herein.

(a) Leasing Provisions. The following provisions shall govern leasing of Units:

(1) General. All leases must be in writing and for an initial term of not less than thirty (30) days. Within seven (7) days after executing a lease agreement for the lease of a Unit, the Unit Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit. The Owner must provide the lessee with copies of the Declaration, Bylaws, and Rules and Regulations.

(2) Compliance with Restrictions and Liability for Assessments. Each Owner and each lessee, by occupancy of a Unit, covenants and agrees that any lease for a Unit shall contain the following provisions and agrees that if such provisions are not expressly contained therein, then such provisions shall be deemed incorporated into the lease by existence of this covenant on the Unit:

(A) Compliance with Declaration, Bylaws, and Rules and Regulations. The lessee shall comply with all provisions of the Restrictions and shall control the conduct of all other occupants and guests of the leased Unit in order to ensure compliance with the foregoing. The Owner shall cause all occupants and guests of his or her Unit to comply with the Restrictions and shall be responsible for all violations by such occupants and guests, notwithstanding the fact that such occupants and guests are fully liable and may be separately sanctioned for any such violation. Unpaid fines shall, at the election of the Board, be recorded as a lien against the Unit, provided any such lien shall not be subject to non-judicial foreclosure under California Civil Code §§ 2924a, 2924b and 2924c (or any successor or replacement statutes).

(B) Violation of Restrictions. Any violation of the Restrictions by the lessee, any occupant, or any guest of lessee, shall be deemed a default under the terms of the lease and shall authorize the Owner to terminate the lease without liability and to evict the lessee in accordance with California law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from such violations, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be a Special Assessment and lien against the Unit.

(C) Liability for Assessments. When a Unit Owner who is leasing his or her Unit fails to pay any Annual Assessment or other Assessment or any other charge to be paid by the Owner to the Association pursuant to this Declaration for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all such rent until all unpaid amounts owed by the Owner to the Association have been paid in full. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. The above provision shall not be construed to release the Owner from any obligation, including the obligation for Assessments, for which he or she would otherwise be responsible.

(b) Inapplicability to Institutional First Mortgages. Section 8.1 shall not apply to any leasing transaction entered into by an institutional holder (i.e., a bank, a savings and loan association, an established mortgage company or other entity chartered under federal or state laws, an insurance company, or any federal or state agency) of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage.

8.2 Alterations; Inside and Outside Installations.

All air conditioning condensers that are not located within private patio areas must be screened by a masonry screen wall to match patio walls. No Owner shall make or cause to be made structural alterations to his or her Unit or to the Common Property which will or may tend to impair the structural integrity, mechanical systems, or sound attenuation standards of the Condominium Building, or would have a material detrimental effect on another Unit or on the Common Property, except as otherwise expressly provided herein. No outside installation of any type, including but not limited to stereo speakers or other amplified sound equipment, clotheslines, shall be constructed, erected or maintained on any Terrace or outside any Unit, except as may be installed by Declarant, or with the prior consent of the Architectural Committee. No Terrace covers, wiring, water softeners, or other machines or equipment of any kind or nature shall be installed on the exterior of the buildings of the Project or be allowed to protrude through the walls, floors, ceilings, windows, doors, or roofs of the buildings (with the exception of those items installed during the original construction of the Project), unless the prior written approval of the Architectural Committee is secured. Notwithstanding the specificity of the foregoing, no exterior addition, change or alteration to any Unit shall be commenced without the prior written approval of the Architectural Committee. Each Owner shall be liable for any damage or injury caused by any alterations, replacements, or installations, or any machines or equipment used to perform such work. There shall be no alteration or replacement of wall coverings or flooring materials which may diminish the effectiveness of the sound control engineering within the Condominium Building. No Owner shall cause or permit any mechanic's lien to be filed against any portion of the Project for labor or materials alleged to have been furnished or delivered to the Project or any Condominium Unit at the request of such Owner, and any Owner who does so shall immediately cause the lien to be discharged within five (5) days after notice to the Owner from the Board. If any Owner fails to remove such mechanic's lien, the Board may discharge the lien and charge the Owner a Special Assessment for such cost of discharge.

8.3 Animal Regulations.

No animals, livestock, reptiles, insects, poultry or other animals of any kind shall be kept in any Separate Interest except that usual and ordinary domestic dogs, cats, fish, and birds inside bird cages may be kept as household pets within any Separate Interest provided that they are not kept, bred or raised therein for commercial purposes or in unreasonable quantities or sizes. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets (except with regard to quantities of fish, which may be more than two (2) per Separate Interest; provided, however, that the Board may determine that a reasonable number of pets in any instance may be more. Aquariums for aquatic animals shall not exceed thirty (30) gallons. No potbellied pigs, snakes, or any other animals determined in the Board's sole discretion to be dangerous or a nuisance may be brought onto or kept on the Project at any time. The Board shall have the right to require that any pet which, in the Board's opinion, endangers the health or security of any Owner or occupant of a Unit or creates a nuisance or unreasonable disturbance, be permanently removed from the Project upon seven (7) days written notice. If the Owner or occupant fails to do so, the Board may remove the pet. Any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety, or property of any Owner or other occupant of a Unit may be removed by the Board without prior notice to the pet's owner. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Property must be kept inside the Dwelling Unit or within the Terrace of that Unit, and must be on a leash (not more than four feet (4') in length) held by a person capable of controlling the animal if outside of a Unit. Furthermore, any Owner shall be liable to each and all remaining Owners, their Families, guests and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Project by an Owner or by members of his or her Family, tenants or guests. It shall be the duty and responsibility of each such Owner to clean up after such animals which have deposited droppings on or otherwise used any portion of the Common Property or any public street abutting or visible from the Property and properly dispose of any animal waste. Any Owner or occupant who keeps or maintains any pet upon the Project shall be deemed to have indemnified and agreed to hold the Association, its directors, officers, and agents, and the Declarant free and harmless from any loss, claim, or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Project.

8.4 Antenna.

No radio station, satellite or shortwave operators of any kind shall operate from any Unit or any other portion of the Property unless approved by the Architectural Committee. With the exception of any master antenna maintained by the Association, no exterior radio antenna, "C.B." antenna, television antenna, receiving station, satellite dish or other antenna of any type (collectively, "Signal Reception Device") shall be erected or maintained anywhere in the Property, without the approval of the Architectural Committee. In considering whether to approve any such application and what conditions, if any, to impose thereon, the Committee may consider any clearly defined safety objective, the impact of any such Signal Reception Device upon Project aesthetics and uniformity of appearance, and any potential structural damage arising from such Signal Reception Device, provided that any restriction imposed by the Committee shall be reasonable, as required by California Civil Code § 4725 (or any successor or replacement statute) and rules and regulations promulgated by the Federal Communications Commission pursuant § 207 of the Telecommunications Act of 1996 (collectively, the "Antenna Statutes"). In no event

shall the Committee impose any requirement in violation of the Antenna Statutes that would unreasonably delay or prevent installation, maintenance or use of such Signal Reception Device within an Owner's Unit's boundaries and/or exclusive use areas, unreasonably increase the cost of installation, maintenance or use, or prevent reception of an acceptable quality signal. In reviewing an application for approval to install a Signal Reception Device, the Committee shall apply the same standards, criteria and guidelines to such application as applicable to any other proposed exterior improvement to any Unit and shall not impose any differential or discriminatory requirements applicable only to a proposed Signal Reception Device. In granting approval of the installation of any such Signal Reception Device, the Architectural Committee may further condition such approval upon compliance with any reasonable restrictions authorized by Antenna Statutes, including, without limitation, provisions concerning the maintenance, repair, or replacement of roofs or other Dwelling Unit components and requirements for the installing Owner to indemnify the Association and its Members for loss or damage caused by the installation, maintenance, or use of those Improvements.

8.5 Business or Commercial Activity.

No part of the Unit shall ever be used for any business, professional, administrative, commercial (including auctions or similar events), manufacturing, mercantile, storage, vending or other nonresidential purposes including, without limitation, any activity for which the provider is compensated in any way or receives any form of consideration, regardless of whether the activity is engaged in full or part-time, generates or does not generate a profit, or requires or does not require a license; except that Declarant, its successors and assigns may use any portion of the Property for a model home site and for sales and leasing purposes in accordance with Article VII hereof. Notwithstanding the foregoing, the provisions of this Section 8.5 shall not preclude any of the above-described activities without external evidence thereof, provided that all of the following conditions are fulfilled: (a) such activities are conducted in conformance with all applicable governmental ordinances; (b) the patrons or clientele of such activities do not visit the Unit or park automobiles or other vehicles within the Property; (c) the existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of the Unit (except that a reasonable number of deliveries which does not disproportionately burden the services of the Project by couriers, express mail carriers, parcel delivery services and other such similar delivery services are permitted during business hours); (d) no such activity increases the liability or casualty insurance obligation or premium of the Association; and (e) such activities are consistent with the residential character of the Property and conform with the provisions of this Declaration. No Owner shall use his or her Condominium in such a manner as to interfere with the business of Declarant in selling Condominiums in the Project, as set forth in Article VII of this Declaration.

Additionally, notwithstanding the foregoing restrictions and requirements, the provisions of this Section 8.5 shall not preclude any of the following:

(a) Health care facilities operating as a business or charity and serving the sick, elderly, disabled, handicapped, or persons with physical, intellectual and developmental disabilities which are permitted by law or ordinance that preempts this Declaration; or

(b) Family day care center for children which are specifically authorized by California Health and Safety Code § 1597.40 and other applicable state statutes. The owner/operator of the day care center shall comply with all local and state laws regarding the licensing and operating of a day care center and, in addition, shall (i) name the Association as an additional insured on the liability insurance policy or bond carried by the owner/operator of the day care center, (ii) defend, indemnify and hold the Association harmless from any liability arising from the existence and operation of the day care center, (iii) comply with all of the Restrictions, (iv) supervise and be completely responsible for children at all times while they are within the Project.

8.6 Common Property Facilities.

Nothing shall be altered, constructed, or removed from the Common Property without the prior written consent of the Board of Directors. There shall be no obstruction of the Common Property nor shall anything be stored in the Common Property without the prior written consent of the Board of Directors. No acquisition of additional Common Property shall be undertaken without the approval of the Board of Directors. The Board of Directors shall have the right to limit the number of guests that an Owner or such Owner's tenant may permit to use the recreational facilities and other Common Property areas, and the Board shall have the right to set further reasonable restrictions on the time and manner of use of said recreational facilities and other facilities in accordance with the Rules and Regulations, including, without limitation, Rules and Regulations restricting or prohibiting the use of all or designated portions of the recreational facilities of the Property by minors, guests of an Owner or his or her tenants.

8.7 Drainage.

There shall be no interference with or alteration of the established drainage pattern over the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee. For the purpose hereof, "established" drainage in any Phase of Development is defined as the drainage which exists at the time of the first Close of Escrow for the sale of a Condominium in such Phase of Development, or that which is shown on any plans approved by the Architectural Committee.

No Person may block or interfere with the proper function or maintenance of any Drainage and Stormwater Quality Improvements on the Separate Interest. No Person may modify, remove existing Improvements or change the flow of surface water without first obtaining all required approvals from the Association and applicable governmental authorities for an alternative drainage plan. Therefore, no Person may install, alter, modify, remove or replace any Drainage and Water Quality Improvements on his or her Separate Interest without first making alternative drainage arrangements approved in writing by the Architectural Review Committee and applicable governmental authorities. Owner-installed irrigation systems must be installed and maintained to prevent excess runoff and accumulation of surface water.

8.8 Firearms and Fireworks.

The display and discharge of firearms or fireworks on the Common Property is prohibited; provided that the display of lawful firearms on the Common Property is permitted by

law enforcement officers and also is permitted for the limited purpose of transporting lawful firearms across the Common Property to or from the Owner's Unit. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

8.9 Further Subdivision.

Except as otherwise provided in Article VII, no Owner shall physically or legally subdivide his or her Unit in any manner, including without limitation any division of his or her Unit or Condominium into time-share estates or time-share uses; provided, however, that this provision shall not be construed to limit the right of an Owner (1) to rent or lease all of his or her Unit by means of a written lease or rental agreement subject to the restrictions of this Declaration; (2) to sell his or her Condominium; or (3) to transfer or sell any Condominium to more than one Person to be held by them as tenants-in-common, joint tenants, tenants by the entirety or as community property. Any failure by the lessee of the Unit to comply with the terms of this Declaration, the Bylaws of the Association or the Rules and Regulations or any other Restrictions, shall constitute a default under the lease or rental agreement. Notwithstanding the foregoing, no Unit in the Project may be partitioned or subdivided without the prior written approval of the Beneficiary of any first Mortgage on that Unit. This Section may not be amended without the prior written approval of the Beneficiaries of at least seventy-five percent (75%) of the first Mortgages of Condominiums in the Project.

8.10 Garbage/Trash.

Each Owner shall use the centrally-located trash enclosures for the Project, and shall not place any individual trash container outside for trash collection. No garbage, trash, rubbish, or other waste material shall be kept or permitted on the Project except in garbage cans, trash containers, trash chutes, or other waste receptacles located on the Project provided for the use of all Owners. All trash must be bagged or otherwise sealed before using any trash chute located in the Project. No odor shall emanate therefrom so as to be unreasonably unsanitary, unsightly, offensive or detrimental to the Owners in the Project. Under no circumstances may explosives, fireworks, or highly flammable materials such as gasoline, kerosene, oil, oil-based paints, or solvents, be disposed of in the trash chutes or anywhere else in the Project. Any and all costs incurred by the Association for the removal of combustible or toxic materials from the trash chutes shall be borne by the offending Owner at such Owner's sole cost and expense.

8.11 Hazardous, Toxic, Flammable, Corrosive or Explosive Materials.

No Owner nor any Family member, tenant, lessee, agent, employee, licensee, or guest shall at any time bring onto or store in or on the Project any hazardous, toxic, flammable, corrosive or explosive solid, liquid, gas, or chemical substance or other material which may be hazardous to any Person or property, except for household items, handled, store and applied in accordance with all applicable government restrictions, which are normal and customary to the use and enjoyment of a residential dwelling. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemical treatments shall meet federal, state, county, and city requirements. Under no circumstances may explosives or fireworks be stored by Owners on their Units or elsewhere within the Project. Nothing other than natural rain water may be discharged into the storm drains and storm drainage system located on the Property. Toxic

chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservative and other such fluids shall not be discharged into storm drains or storm drainage systems on the Property or into any street, public or private. All water softeners installed in a Unit must be commercially serviced.

8.12 Nuisances.

No noxious or offensive activities (including but not limited to the repair of motor vehicles) shall be carried on upon the Property or on any public street abutting or visible from the Property. No horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of a Residence and its contents, shall be placed or used in any such Residence. No loud noises, noxious odors, noisy or smoky vehicles, large power equipment or large power tools (excluding lawn mowers and other equipment utilized in connection with ordinary landscape maintenance), unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any Owner in the Project, shall be located, used or placed on any portion of the Property or on any public street abutting or visible from the Property, or exposed to the view of other Owners without the prior written approval of the Architectural Committee. The Board of Directors of the Association shall have the right to determine if any noise, odor, or activity producing such noise or odor constitutes a nuisance. No Owner shall permit or cause anything to be done or kept upon the Property or on any public street abutting or visible from the Property which may increase the rate of insurance on Units or on the Property, or result in the cancellation of such insurance, or which will obstruct or interfere with the rights of other Owners. No Person shall commit or permit any nuisance on the Property. Each Owner shall comply with all of the requirements of the local or state health authorities and with all other governmental authorities with respect to the occupancy and use of a Residence. Each Owner shall be accountable to the Association and other Owners for the conduct and behavior of children and any other Family members or persons residing in or visiting his or her Unit. Any damage to the Common Property, personal property of the Association, or property of another Owner, caused by such children, Family members, or other persons, shall be repaired at the sole expense of the Owner of the Unit where such children, Family members or other persons are residing or visiting.

8.13 Parking and Vehicular Restrictions.

(a) Authorized Vehicles. The following vehicles are Authorized Vehicles: motorized land vehicles designed and used primarily for non-commercial passenger transport, such as automobiles, passenger vans designed to accommodate ten (10) or fewer people, two-wheel motorcycles, and pick-up trucks having a manufacturer's rating or payload capacity of one (1) ton or less. Subject to Section 8.14(c) below, only Authorized Vehicles of guests of Owners may park in the guest parking areas in the Property intended for parking of motorized vehicles.

(b) Prohibited Vehicles. The following vehicles are Prohibited Vehicles: recreational vehicles (e.g., motor homes, travel trailers, camper vans, boats, dune buggies, etc.), commercial-type vehicles (e.g., stake bed trucks, tank trucks, dump trucks, step vans, concrete trucks, trucks with any exterior commercial advertisement, or other similar vehicles), buses or vans designed to accommodate more than ten (10) people, vehicles having

more than two (2) axles, trailers, inoperable vehicles or parts of vehicles, aircraft, other similar vehicles or any vehicle or vehicular equipment deemed a nuisance by the Board. Except as permitted in this Section 8.14, Prohibited Vehicles shall not be parked, stored or kept on any public or private street or driveway within the Property or on any other Common Property parking area unless specifically permitted by the City. Except as otherwise permitted by the City as set forth in the preceding sentence, Prohibited Vehicles may only be parked (i) within an Owner's fully-enclosed garage with the door closed so long as their presence on the Property does not otherwise violate the provisions of this Declaration, and (ii) so long as their presence on the Property does not otherwise violate the provisions of this Declaration.

(c) General Restrictions. All Authorized Vehicles owned or operated by or within the control of an Owner or a resident of an Owner's Unit and kept within the Property shall be parked in that Owner's garage. Each Owner shall maintain his or her garage in a manner which ensures that it is capable of accommodating at least the number of vehicles for which it was originally designed, i.e., two cars for a two-car garage. No construction work shall obstruct the ability to use an Owner's garage for vehicle parking. There shall be no parking in the Property that obstructs free traffic flow, constitutes a nuisance, violates the Rules and Regulations, or otherwise creates a safety hazard. The parking areas in the Property shall be used for parking Authorized Vehicles only and shall not be used for storage, living, recreational or business purposes. No repair, maintenance or restoration of any vehicle shall be conducted on the Property except within an enclosed garage when the garage door is closed, provided such activity is not undertaken as a business, and provided that such activity may be prohibited entirely by the Board if the Board determines that it constitutes a nuisance. No parking shall be permitted in the fire lanes located in the Project, which fire lanes shall be appropriately marked and identified by the Association.

(d) Parking Regulations. Parking spaces on the streets within the Common Property shall remain unassigned and available for the nonexclusive use of the guests and invitees temporarily visiting the Property. In any event, no stopping shall be permitted in any fire lanes located in the Project. The Board may establish additional regulations as it deems appropriate in its sole discretion with regard to any of the parking areas in the Project. Any parking areas established on the Common Property shall be subject to such further reasonable control and use limitations as the Board of Directors may establish. The Board shall determine, in its discretion, whether there is a violation of the parking and vehicular restrictions set forth in this Declaration or established by the Board, and, if such noncompliance is determined by the Board to exist, the Board shall have the power to enforce all parking and vehicle use regulations applicable to the Property, including the power to remove violating vehicles from any of the Property pursuant to California Vehicle Code § 22658.2, including any amendments thereto and any successor or replacement statute, or other applicable statute.

8.14 Rights of Handicapped.

Subject to the provisions of Article IV of this Declaration, each Owner shall have the right to modify his or her Unit and the route over the Common Property leading to the front door of his or her Unit, at his or her sole cost and expense, in order to facilitate access to his or her Unit by persons who are blind, visually handicapped, deaf or physically disabled, or to alter conditions which could be hazardous to such persons. The rights granted by this Section are further

subject to the following conditions: (i) the modifications shall be consistent with applicable building code requirements; (ii) the modifications shall be consistent with the intent of otherwise applicable provisions of this Declaration pertaining to safety or the aesthetic integrity of the Project; (iii) the modifications which are external to the Unit shall not prevent reasonable passage by other Owners or Persons on the Project, and shall be removed by the Owner when the Unit is no longer occupied by persons requiring those modifications; (iv) any Owner who intends to modify a Unit pursuant to this Section shall submit their plans and specifications to the Architectural Committee for review to determine whether the modifications comply with the provisions of Article IV and this Section; and (v) any change in the exterior appearance of a Unit shall be in accordance with the provisions of this Declaration and all applicable provisions of law. The Association shall not deny approval of the proposed modifications under this Section without good cause.

8.15 Roof: Access Restrictions.

Owners, members or their families, guests, tenants, agents, licensees, employees, and invitees, shall not at any time or for any reason whatsoever enter upon or attempt to enter upon (i) the roofs of the Condominium Building (except for any roof deck appurtenant to an Owner's Unit); and (ii) any portion of the Common Property used by the Association for management, administrative, or security purposes (including, without limitation, utility closets and rooms), without the prior approval of the Board. Each Owner shall make arrangement with the Association for access to the roof for any maintenance or repairs to any solar, heating or cooling equipment which is located on the roof.

8.16 Signs.

Subject to California Civil Code §§ 712, 713 and 4710 (or any successor or replacement statutes), no signs shall be displayed to the public view on any Unit or on any other portion of the Project, except non-commercial signs may be displayed from any Unit that are approved by the Board or a committee appointed by the Board, that conform to the Rules and Regulations regarding signs, and that conform to the requirements of State law, and applicable local ordinances. "For Sale" or "For Rent" or "For Exchange" signs shall be allowed to be displayed within areas of the Project that are designated in the Rules and Regulations regarding such signs, and that conform to the requirements of State law, and applicable local ordinances, provided the design, dimensions and locations are reasonable. An Owner or his or her agent may display one (1) such For Sale or For Rent or For Exchange sign within his or her Unit and one (1) sign in the Common Property advertising directions to the Owner's Unit which is for sale, rent, or exchange, provided the design, dimensions and locations are reasonable and comply with the Rules and Regulations regarding signs, and comply with the requirements of State law, and applicable local ordinances. These restrictions on display of signs apply to signs that are visible from the exterior of a Unit, and are not intended to restrict signs that may be seen only from within the Unit in which the sign(s) is displayed. The Board shall also have the right, but not the obligation, to erect within the Common Property a master directory of Units which are for sale or lease within the Project, which master directory shall be located on or at an area in the immediate vicinity of the Condominium Building entrance so as to centralize and segregate all sales activity and locations within the Project. This Section shall not apply to any signs used by Declarant or its agents in connection with the sale of Condominiums or the construction or alteration of the Units

or Common Property, traffic and visitor parking signs installed by Declarant, and traffic and parking control signs installed with the consent of the Board. Notwithstanding the foregoing, nothing contained in this Section shall be construed in such manner as to permit the maintenance of any sign which is not in conformance with any ordinance of the city or county in which the Property is located.

8.17 Sound Attenuation.

In any multi-family dwelling, sound may be audible between Units, particularly where the sound level of the source is sufficiently high and the background noise in an adjacent Unit is very low. Each Owner shall endeavor to minimize any noise transmission from his or her Unit, and shall adhere to any of the Rules and Regulations which are designed to minimize noise transmission. The requirements set forth in this Section are subject to further definition and more stringent requirements adopted by the Architectural Committee from time to time. In the event of any conflict between or among the protective covenants set forth in this Declaration and the Building Code or applicable municipal code requirement, as the same may be amended from time to time, the most restrictive of said requirements shall be controlling.

To minimize the noise transmission from a Unit, each Owner (other than Declarant) shall adhere to the following:

(a) No holes or other penetrations shall be made in demising walls (party walls) without the permission of the Committee. No penetrations of any sort shall be made in the ceiling of any Unit.

(b) No modifications shall be made to any Unit which would result in a reduction in the minimum impact insulation class of the Condominium Building.

(c) No modifications shall be made to the exterior walls of a Unit which would conflict with the requirements of any sound control provision in the City Building Code. A Unit Owner may retain a qualified acoustical engineer to submit evidence for any alternative means of sound insulation satisfactory to the City's Department of Building and Safety.

(d) Loudspeakers for music reproduction and television shall not be supported from or contact demising walls, and shall be elevated from the floor by a proper acoustic platform.

(e) Musical equipment or other equipment which may cause vibrations shall have at least ½ inch neoprene pads under the supports to minimize vibration transmission into the structure.

8.18 Terraces.

Private patio for each Unit shall have a minimum dimension of ten feet (10'), and wall height shall be limited to 36" maximum on private patios, including a decorative cap, and such patio walls shall match the building finish and have a decorative cap. Terraces shall be used only as an outdoor living area containing patio furniture, barbeques, potted plants, and other similar outdoor furnishings which comply with the standards governing the appearance of such items as

set forth in the Rules and Regulations. Said furnishings shall be equipped with protective leg caps or other devices to prevent damage to the floor of the Terrace. No Improvement shall be nailed, bolted, or otherwise attached to the floor, walls, or any other portion of the Terrace. No hanging screens or banners which may be visible from any other Units, the Common Property or other property are permitted on any portion of the Terrace. Any plants placed on Terraces must have sufficiently large receptacles to contain all drainage from such plants and must not be allowed to collect condensates or moisture between the receptacles and the Terrace's floor. Any item or vegetation maintained upon any Terrace, which item or vegetation is exposed to the view of any Owner, shall be removed or otherwise altered to the satisfaction of the Architectural Committee, if such Committee determines that the maintenance of such item or vegetation in its then existing state is contrary to the purposes or provisions of this Declaration and the effective operation of the Project. If an Owner fails to perform necessary pruning, trimming, or thinning required by the Committee, the Association shall have the right, after Notice and Hearing, to enter upon such Residence and Terrace for the purpose of performing such work.

Terraces shall not be used for storage of any type, including, without limitation, boxes, tools, exercise and sports equipment, bicycles, cleaning utensils and supplies or other household items. Terraces shall be maintained in a clean, neat, and sanitary condition at all times and nothing shall be placed on Terraces so as to render them unsightly or offensive to the other Owners or to any other property in the vicinity of the Project or its occupants. No clothing or household fabrics, curtains, rugs, mops, or other unsightly articles shall be hung, dried or aired in such a way as to be visible from any other Units, the Common Property or other property. No dust, dirt or other substances shall be shaken, swept or thrown from or hosed off the Terraces on or into any Common Property. Any item which in the opinion of the Board or the Committee is unsightly or offensive shall be removed from the Terrace upon receipt of written notice of such determination from the Board or the Committee.

No Terrace covers shall be installed on the exterior of the Condominium Building (with the exception of those items installed during the original construction of the Project), unless the prior written approval of the Architectural Committee is secured. Notwithstanding the specificity of the foregoing, no exterior addition, change, or alteration to any Unit shall be commenced without the prior written approval of the Architectural Committee.

8.19 View Obstructions.

No vegetation or other obstruction shall be planted or maintained in such location or of such height as to unreasonably obstruct the view from any other Unit in the vicinity thereof. If there is a dispute between Owners concerning the obstruction of a view from a Unit, the dispute shall be submitted to the Architectural Committee, whose decision in such matters shall be binding. Any such obstruction shall, upon request of the Architectural Committee, be removed or otherwise altered to the satisfaction of the Architectural Committee, by the Owner of the Unit upon which the obstruction is located. The Architectural Committee shall ensure that the vegetation on the Common Property maintained by the Association is cut frequently. Each Owner, by accepting title to a Condominium, hereby acknowledges that (a) although the Architectural Committee may prohibit the installation of Improvements on a Unit or prohibit the installation or require the pruning, trimming or thinning of landscaping from a Unit where such Improvements or landscaping would unreasonably obstruct the views from any other Units, there are no protected

views within the Property, and no Condominium is assured the existence or unobstructed continuation of any particular view, and (b) any construction, landscaping or other installation of Improvements by Declarant or other Owners may impair the view from any Condominium, and the Owners hereby consent to such view impairment.

8.20 Water Supply System.

Only use solar or low-emission water heaters are permitted to be used in the Project. No individual water supply or water softener system shall be permitted in any Unit unless such system is designed, located, constructed and equipped in accordance with the requirements, standards, and recommendations of any applicable water district, the locality in which the Property is located, and all other applicable governmental authorities. No tampering, modifying, cross connecting or other alteration of any existing water system shall occur without the Architectural Committee's approval, which will require inspection before, during and after completion of work to ensure that no cross connection of water system has occurred.

8.21 Window Coverings.

No window in any Unit shall be covered in whole or in part, inside or outside, with aluminum foil, newspaper, paint, reflective tint or covering, or any other material reasonably deemed by the Architectural Committee to be inappropriate for such use. No window covering shall be installed (with the exception of those items installed during the original construction of the Project), unless the prior written approval of the Architectural Committee is secured. All draperies and other window covering must be lined with white or off-white colored materials on the side visible from the outside of the Unit.

ARTICLE IX

9. Insurance.

9.1 Duty to Obtain Insurance; Types.

The Board shall cause to be obtained and maintained the following insurance:

(a) Adequate blanket public liability insurance (including medical payments), with such limits as may be considered acceptable to FHA, VA, FNMA, FHLMC, and/or GNMA (not less than Three Million Dollars ($3,000,000)) covering all claims for personal injury and property damage arising out of a single occurrence), insuring against liability for bodily injury, death and property damage arising from the activities of the Association and its Members or from activities of the officers and directors of the Association acting in their capacity as representatives of the Association, with respect to the Common Property.

(b) The Board shall also cause to be obtained and maintained fire and casualty insurance with extended coverage, without deduction for depreciation, in an amount equal to one hundred percent (100%) of current replacement cost of the Common Property and all Improvements thereon. Such insurance shall be maintained for the benefit of the Association, the Owners, and the Mortgagees, as their interests may appear as named insured, subject, however, to loss payment requirements as set forth herein.

(c) The Board of Directors shall purchase such other insurance and endorsements, as it determines necessary, including, but not limited to, casualty, errors and omissions, directors, officers and agents liability insurance, automobile liability insurance, plate glass insurance, medical payments, malicious mischief, liquor liability and vandalism insurance, flood insurance, fidelity bonds and worker's compensation, and insurance against such other risks as is customarily carried with respect to condominium projects similar in construction, location and use.

(d) Notwithstanding anything herein to the contrary, all insurance maintained by the Board shall satisfy the following:

(1) Minimum requirements imposed for this type of project by FHA, VA, FNMA, FHLMC, and/or GNMA, (so long as any of which is a Mortgagee or Owner of a Condominium within the Project) except to the extent such coverage is not available or has been waived in writing by FHA, VA, FNMA, FHLMC, and/or GNMA, as applicable; and

(2) California Civil Code §§ 5800 and 5805 (or any successor or replacement statutes).

(e) Fidelity bond coverage which names the Association as an obligee must be obtained by or on behalf of the Association for any person or entity handling funds of the Association, including, but not limited to, officers, directors, trustees, employees and agents of the Association and employees of the Manager of the Association, whether or not such Persons are compensated for their services, in an amount not less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the Manager, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than the sum equal to one-fourth (¼) of the Annual Assessments on all Condominiums in the Project, plus reserve funds.

9.2 Waiver of Claim Against Association.

As to all policies of insurance maintained by or for the benefit of the Association and the Owners, the Association and the Owners hereby waive and release all claims against one another, the Board of Directors and Declarant, to the extent of the insurance proceeds available, whether or not the insurable damage or injury is caused by the negligence of or breach of any agreement by any of said Persons.

9.3 Right and Duty of Owners to Insure.

It is the responsibility of each Owner to provide insurance on his or her personal property and upon all other property and Improvements within his or her Unit. Nothing herein shall preclude any Owner from carrying any public liability insurance as he or she deems desirable to cover his or her individual liability for damage to person or property occurring inside his or her individual Unit or elsewhere upon the Property. Such policies shall not adversely affect or diminish any liability under any insurance obtained by or on behalf of the Association, and duplicate copies of such other policies shall be deposited with the Board upon request. If any loss intended to be covered by insurance carried by or on behalf of the Association shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by any Owner, such

Owner shall assign the proceeds of such insurance carried by him or her to the Association, to the extent of such reduction, for application by the Board to the same purposes as the reduced proceeds are to be applied.

9.4 Notice of Expiration Requirements.

If available, each of the policies of insurance maintained by the Association shall contain a provision that said policy shall not be canceled, terminated, materially modified or allowed to expire by its terms, without ten (10) days' prior written notice to the Board and Declarant, and to each Owner and Beneficiary, insurer and guarantor of a first Mortgage, and every other Person in interest. In addition, fidelity bonds shall provide that they may not be canceled or substantially modified without ten (10) days' prior written notice to any insurance trustee named pursuant to Section 9.6 and to each FNMA servicer.

9.5 Insurance Premiums.

Insurance premiums for any blanket insurance coverage obtained by the Association and any other insurance deemed necessary by the Board of Directors shall be a Common Expense to be included in the Annual Assessments levied by the Association and collected from the Owners. That portion of the Annual Assessments necessary for the required insurance premiums shall be separately accounted for by the Association and shall be used solely for the payment of premiums of required insurance as such premiums become due.

9.6 Trustee for Policies.

The Association, acting through its Board of Directors, is hereby appointed and shall be deemed trustee of the interests of all named insureds under policies of insurance purchased and maintained by the Association. Unless the applicable insurance policy provides for a different procedure for the filing of claims, all claims made under such policy shall be sent to the insurance carrier or agent, as applicable, by certified mail and be clearly identified as a claim. A record of all claims made shall be kept by the Association. All insurance proceeds under any such policies as provided for in Section 9.1 above shall be paid to the Board of Directors as trustees. The Board shall have full power to receive and to acknowledge receipt of the proceeds and to deal therewith as provided herein. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried or otherwise disposed of as provided in Article X of this Declaration. The Board is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers, with participation, to the extent they desire, of first Mortgagees within ten (10) days of receipt of notice of any damage or destruction as provided in Article X of this Declaration. Any two (2) officers of the Association may sign a loss claim form and release form in connection with the settlement of a loss claim, and such signatures shall be binding on all the named insureds. Notwithstanding the foregoing, there may be named as an insured, a representative chosen by the Board, including a trustee with whom the Association may enter into an insurance trust agreement or any successor to such trustee, who shall have exclusive authority to negotiate losses under any policy providing property or liability insurance and to perform such other functions necessary to accomplish this purpose.

9.7 Actions as Trustee.

Except as otherwise specifically provided in this Declaration, the Board, acting on behalf of the Association and all Owners, shall have the exclusive right to bind such parties in respect to all matters affecting insurance carried by the Association, the settlement of a loss claim, and the surrender, cancellation, and modification of all such insurance, in a manner satisfactory to Beneficiaries of seventy-five percent (75%) of the first Mortgages held by first Mortgagees. Duplicate originals or certificates of all policies of fire and casualty insurance maintained by the Association and of all renewals thereof, together with proof of payment of premiums, shall be delivered by the Association to all Owners and Mortgagees who have requested the same in writing.

9.8 Annual Insurance Review.

The Board shall review the insurance carried by or on behalf of the Association at least annually, for the purpose of determining the amount of the casualty and fire insurance referred to in Section 9.1 above. If economically feasible, the Board shall obtain a current appraisal of the full replacement value of the Improvements on the Property except for foundations and footings, without deduction for depreciation, from a qualified independent insurance appraiser, prior to each such annual review.

The Board shall, upon issuance or renewal of the Association policy of public liability insurance, but no less than annually, notify its Members as to the amount and type of liability insurance carried by the Association, and it shall accompany this notification with statements to the effect that the Association is or is not insured to the levels specified by California Civil Code § 5805 (or any successor or replacement statute), and that if not so insured, Owners may be individually liable for the entire amount of a judgment arising solely as a result of an act or omission occurring on the Common Property, and if the Association is insured to the levels specified in said Section, then Owners may be individually liable only for their proportional share of assessments levied to pay the amount of any judgment which exceeds the limits of the Association's liability insurance.

9.9 Required Waiver.

All policies of physical damage insurance shall provide, if reasonably possible, for waiver of the following rights, to the extent that the respective insurers would have the rights without such waivers:

(a) subrogation of claims against the Owners and tenants of the Owners;

(b) any defense based upon coinsurance;

(c) any right of setoff, counterclaim, apportionment, proration or contribution by reason of other insurance not carried by the Association;

(d) any invalidity, other adverse effect or defense on account of any breach of warranty or condition caused by the Association, any Owner or any tenant of any

Owner, or arising from any act, neglect, or omission of any named insured or the respective agents, contractors and employees of any insured;

(e) any right of the insurer to repair, rebuild or replace, and, if the Improvement is not repaired, rebuilt or replaced following loss, any right to pay under the insurance an amount less than the replacement value of the Improvements insured;

(f) notice of the assignment of any Owner of his or her interest in the insurance by virtue of a conveyance of any Condominium;

(g) any right to require any assignment of any Mortgage to the insurer;

(h) any denial of an Owner's claim because of negligent acts by the Association or other Owners; and

(i) prejudice of insurance by any acts or omissions of Owners that are not under the Association's control.

ARTICLE X

10. Destruction of Improvements.

10.1 Restoration of the Property.

Except as otherwise provided in this Declaration, in the event of any destruction of any portion of the Property, the repair or replacement of which is the responsibility of the Association, it shall be the duty of the Association to restore and repair the same to its former condition, as promptly as practical. The proceeds of any insurance maintained pursuant to Article IX hereof for reconstruction or repair of the Property shall be used for such purpose, unless otherwise provided herein. The Board shall be authorized to have prepared the necessary documents to effectuate such reconstruction as promptly as practical. The Property shall be reconstructed or rebuilt substantially in accordance with the Condominium Plan and the original construction plans if they are available, unless changes recommended by the Architectural Committee have been approved in writing by sixty-seven percent (67%) of the Owners and by the Beneficiaries of fifty-one percent (51%) of first Mortgages upon the Condominiums, provided, however, until such time as Declarant's Class B Membership is terminated, any changes recommended by the Architectural Committee must also be approved by Declarant's First Mortgagee, in addition to the approval of the Owners and the Beneficiaries. If the amount available from the proceeds of such insurance policies for such restoration and repair is at least eighty-five percent (85%) of the estimated cost of restoration and repair, a Reconstruction Assessment shall be levied by the Board of Directors to provide the necessary funds for such reconstruction, over and above the amount of any insurance proceeds available for such purpose. If the amount available from the proceeds of such insurance policies for such restoration and repair is less than eighty-five percent (85%) of the estimated cost of restoration and repair, the Board may levy a Reconstruction Assessment and proceed with the restoration and repair only if both of the following conditions ("Conditions to Reconstruction") have first been satisfied: (a) the levy of a Reconstruction Assessment to pay the costs of restoration and repair of the Property is approved by the affirmative vote or written consent of sixty-seven percent (67%) of the Owners and by the

written consent of the Beneficiaries of fifty-one percent (51%) of the first Mortgages on the Condominiums in the Project; and (b) within six (6) months after the date on which the destruction occurred, the Board Records a certificate of the resolution authorizing the restoration and repair ("Reconstruction Certificate"). If either of the Conditions to Reconstruction does not occur following a destruction for which insurance proceeds available for restoration and repair are less than eighty-five percent (85%) of the estimated cost of restoration and repair, it shall be conclusively presumed that the Owners have determined not to proceed with restoration and repair and not to allow the Board to levy a Reconstruction Assessment, in which case the Owners shall proceed as provided in Section 10.2 below.

10.2 Sale of Property and Right to Partition.

No Owner shall have the right to partition of his or her interest in the Condominium and there shall be no judicial partition of the Project, or any part thereof, except as provided in § 4610(b) of the California Civil Code, as amended, or in any successor statute. For purposes of Subsection 4 of said § 4610(b), partition may occur only if all of the following conditions are satisfied: (a) either or both of the Conditions to Reconstruction described in Section 10.1 above have failed to occur; and (b) restoration or repair of the Project is not actually occurring; and (c) the Owners of sixty-seven percent (67%) of the Condominiums in the Project approve the partition by vote or written consent. In such event, the Association, acting through a majority of the Board, shall prepare, execute and Record, as promptly as practical, a certificate stating that a majority of the Board may properly exercise an irrevocable power of attorney to sell the Project for the benefit of the Owners, and such other documents and instruments as may be necessary for the Association to consummate the sale of the Property at the highest and best price obtainable, either in its damaged condition, or after damaged structures have been razed. Such certificate shall be conclusive evidence of such authority for any Person relying thereon in good faith. The net proceeds of such sale and the proceeds of any insurance carried by the Association shall be divided proportionately among the Owners, such proportions to be determined in accordance with the relative appraised fair market valuation of the Condominiums as of a date immediately prior to such destruction (or condemnation), expressed as percentages, and computed by dividing such appraised valuation of each Condominium by the total of such appraised valuations of all Condominiums in the Project. For purposes of calculating the portion of the sale and insurance proceeds or condemnation proceeds allocable to Declarant, the value of the Condominiums owned by Declarant shall include the value of Declarant's right to construct Condominiums which were not yet built as of the date of such destruction or condemnation and the value of the undivided interests in the Common Area which would be appurtenant to such Condominiums. The Board is hereby authorized to hire one (1) or more appraisers for such purpose and the cost of such appraisals shall be a Common Expense of the Association. Notwithstanding the foregoing, the balance then due on any valid encumbrance of record shall be first paid in order of priority, before the distribution of any proceeds to an Owner whose Condominium is so encumbered. Nothing herein shall be deemed to prevent partition of a co-tenancy in any Condominium. Except as provided above, each Owner and the successors of each Owner, whether by deed, gift, devise, or by operation of law, for their own benefit and for the benefit of all other Owners, specifically waive and abandon all rights, interests and causes of action for a judicial partition of the tenancy in common ownership of the Project and do further covenant that no action for such judicial partition shall be instituted, prosecuted or reduced to judgment. In the event of a total or partial destruction of the Project and a decision not to rebuild as described above, the Association shall remove debris

from the affected portion of the Project and such portion of the Project shall be made as safe and attractive as reasonably possible.

10.3 Interior Damage.

With the exception of any casualty or damage insured against by the Association pursuant to Section 9.1 of this Declaration, restoration and repair of any damage to the interior of any individual Unit, including without limitation all fixtures, cabinets and improvements therein, together with restoration and repair of all interior paint, wall coverings and floor coverings, shall be made by and at the individual expense of the Owner of the Unit so damaged. In the event of a determination to rebuild the Property after partial or total destruction, as provided in this Article X, such interior repair and restoration shall be completed as promptly as practical and in a lawful and workmanlike manner, and in accordance with plans approved by the Architectural Committee to the extent such approval is required under Article IV above. Nothing within this Section 10.3 shall limit the rights of any one Owner against another Owner for any damage to the interior of a Unit caused by such other Owner.

10.4 Notice to Owners and Listed Mortgagees.

The Board, immediately upon having knowledge of any damage or destruction affecting a material portion of the Common Property, shall promptly notify all Owners, Beneficiaries, insurers and guarantors of first Mortgages on Condominiums in the Project. The Board, immediately upon having knowledge of any damage or destruction affecting a Condominium, shall promptly notify any Beneficiary, insurer or guarantor of any Mortgage encumbering such Condominium.

ARTICLE XI

11. Eminent Domain.

The term "taking" as used in this Article shall mean condemnation by exercise of the power of eminent domain or by sale under threat of the exercise of the power of eminent domain. The Board shall represent the Owners in any proceedings, negotiations, settlements, or agreements regarding takings. All takings proceeds shall be payable to the Association for the benefit of the Unit Owners and their Mortgagees, and shall be distributed to such Owners and Mortgagees as provided in this Article XI.

11.1 Project Condemnation.

If there is a taking of an interest in all or part of the Property such that the ownership, operation and use of the Property in accordance with the provisions of this Declaration is substantially and adversely affected, and within one hundred twenty (120) days after the effective date of the taking the Owners of Units (a) not taken, or (b) only partially taken but capable of being restored to at least ninety-five percent (95%) of their floor area and to substantially their condition prior to the taking (collectively, the "Remaining Units") do not by affirmative vote of at least one-third (1/3rd) of their voting power approve the continuation of the Project and the repair, restoration and replacement to the extent feasible of the Common Property and the Remaining Units, then the Board shall proceed with the sale of that portion of the Property which was not

taken and distribute the net proceeds of such sale after deducting any incidental fees and expenses, in the same proportion and manner as provided in Section 10.2.

11.2 Condemnation of Common Property.

If there is a taking of all or any portion of the Common Property, or any interest therein, other than the taking of an undivided interest therein taken as a result of the taking of a Condominium, then the award in condemnation shall be paid to the Association and shall be deposited in the Operating Fund.

11.3 Condemnation of Condominiums.

If there is a taking of a Condominium, the award in condemnation shall be paid to the Owner of the Condominium; provided, however, that such award shall first be applied to the balance then due on any Mortgages encumbering such Owner's Condominium, in order of priority.

11.4 Condemnation of Portions of Units.

(a) Minor Takings Within Limits. If (i) there is a taking of a portion of one or more Units such that the intended use of the Units as residential dwellings is not substantially and adversely affected, and (ii) restoration of such Units can be accomplished at a cost less than or equal to the sum of (A) the amount of the condemnation awards for such takings plus (B) any amounts the Owners of the taken Units wish to contribute to restoration plus (C) an amount less than or equal to five percent (5%) of the Budgeted gross expenses of the Association for that Fiscal Year (collectively, the "Allowable Cost"), then the Board shall contract for such restoration and levy a Reconstruction Assessment in an amount equal to the Allowable Cost minus the amount of the condemnation awards and Owners' contributions, and the condemnation awards, Owners' contributions and Reconstruction Assessment shall be applied to such restoration. If the restoration is accomplished at a cost less than the amount of the condemnation awards, then that portion of the condemnation awards in excess of the restoration costs shall be paid to the Owners of the partially taken Units in proportion to the decreases in the fair market values of their Condominiums; provided, however, that such awards shall first be applied to the balance then due on any Mortgages encumbering such Owners' Condominiums, in order of priority.

(b) Minor Takings Exceeding Limits. If (i) there is a taking of a portion of one or more Units such that the intended use of the Units as residential dwellings is not substantially and adversely affected, and (ii) restoration cannot be accomplished at a cost less than or equal to the Allowable Cost, then the Board shall call a Special Meeting of the Members. If more than fifty percent (50%) of the Members are represented at such Special Meeting, either in person or by proxy, and a majority of the votes cast at such Special Meeting are in favor of levying a Reconstruction Assessment in an amount equal to the restoration costs minus the sum of the amount of the condemnation awards and the amounts the Owners of the taken Units wish to contribute to such restoration, then the Board shall contract for such restoration and levy a Reconstruction Assessment, and the condemnation awards, Owners' contributions and Reconstruction Assessment shall be applied to such restoration.

(c) Major Takings. If the requisite approval is not obtained at the Special Meeting referred to in Section 11.4(b), or if there is a taking of a portion of one or more Units such that the Units are not capable of being restored in such a manner that the intended use of the Units as residential dwellings is not substantially and adversely affected, then the award in condemnation shall be paid to the Owners of the taken Units; provided, however, that such award shall first be applied to the balance then due on any Mortgages encumbering such Owner's Condominium, in order of priority. The Board shall have the remaining portions of the taken Units razed. The remaining portions of the taken Units shall become part of the Common Area. The Owners of such taken Units in any Phase of Development, by acceptance of the award allotted to them in taking proceedings, hereby relinquish to the other Owners in such Phase of Development, on the basis of their relative ownership of the Common Area therein, such Owners' undivided interest in the Common Area. Each Owner relinquishing his or her interest in the Common Area pursuant to this Section shall, at the request of the Board and at the expense of the Association, execute and acknowledge such deeds and other instruments which the Board deems necessary or convenient to evidence such relinquishment. Each Owner of a taken Unit or Residence shall not be liable for assessments under this Declaration which accrue on or after the date such Owner accepts his or her condemnation award.

11.5 Portions of Awards in Condemnation Not Compensatory for Value of Real Property.

Those portions of awards in condemnation which do not directly compensate Owners for takings of real property (e.g., awards for takings of personal property, relocation expenses, moving expenses, or other allowances of a similar nature intended to facilitate relocation) shall be paid to the Owners whose personal property is taken, or whose relocation is intended to be facilitated.

11.6 Notice of Owners and Mortgagees.

The Board, upon learning of any taking affecting a material portion of the Property, or any threat thereof, shall promptly notify all Owners and those Beneficiaries, insurers and guarantors of Mortgages on Condominiums in the Project. The Board, upon learning of any taking affecting a Condominium, or any threat thereof, shall promptly notify any Beneficiary, insurer or guarantor of a Mortgage encumbering such Condominium.

ARTICLE XII

12. Rights of Mortgagees.

Notwithstanding any other provision of this Declaration, no amendment or violation of this Declaration shall operate to impair, defeat or render invalid the rights of the Beneficiary under any Deed of Trust upon a Condominium made in good faith and for value, provided that after the foreclosure of any such Deed of Trust such Condominium shall remain subject to this Declaration, as amended. For purposes of this Declaration, "first Mortgage" shall mean a Mortgage with first priority over other Mortgages or Deeds of Trust on a Condominium, and "first Mortgagee" shall mean the Beneficiary of a first Mortgage. For purposes of any provision of this Declaration or the other Restrictions which require the vote or approval of a

specified percentage of first Mortgagees, such vote approval shall be determined based upon one (1) vote for each Condominium encumbered by each such first Mortgage. To the extent the following provisions conflict with any other provisions of this Declaration or any other of the Restrictions, these restrictions shall control:

(a) Mortgagees, and insurers or guarantors of first Mortgages, shall be entitled to timely written notice of:

(1) any condemnation or any casualty loss which affects a material portion of the Project or any Condominium on which there is a first Mortgage held, insured, or guaranteed by such Mortgagee insurer or guarantor, as applicable;

(2) any default in performance of obligations under the Project Documents or delinquency in the payment of Assessments or charges owed by an Owner of a Condominium subject to a first Mortgage held, insured or guaranteed by such Mortgagee, insurer or guarantor, which remains uncured for a period of sixty (60) days;

(3) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(4) any proposed action under this Declaration which would require the consent of a specified percentage of first Mortgagees.

(b) Every Owner, including every first Mortgagee of a Mortgage encumbering any Condominium who obtains title to such Condominium pursuant to the remedies provided in such Mortgage, or pursuant to foreclosure of the Mortgage, or by deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal" created or purported to be created by the Restrictions.

(c) Each first Mortgagee of a Mortgage encumbering any Condominium, which obtains title to such Condominium, pursuant to judicial foreclosure or the powers provided in such Mortgage, shall take title to such Condominium free and clear of any claims for unpaid assessments or charges against such Condominium which accrued prior to the time such Mortgagee acquires title to such Condominium in accordance with Section 5.11.

(d) Unless at least sixty-seven percent (67%) of the first Mortgagees or sixty-seven percent (67%) of the Owners (other than Declarant) have given their prior written approval, neither the Association nor the Owners shall:

(1) by act or omission seek to abandon or terminate the Project; or

(2) change the method of determining the obligations, assessment dues or other charges which may be levied against any Owner or change the pro rata interest or obligations of any Condominium for purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or for determining the pro rata share of ownership of each Owner in the Common Area unless the change is due to the annexation of additional phases as authorized in this Declaration; or

(3) partition or subdivide any Unit; or

(4) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Property unless due to the annexation of additional phases as authorized in this Declaration. (The granting of easements for public utilities or for other purposes consistent with the intended use of the Common Property under this Declaration, and the granting of exclusive easements to Owners over portions of the Common Property to conform the boundaries of the Common Property to the as-built location of Improvements installed or constructed by Declarant shall not be deemed a transfer within the meaning of this clause); or

(5) use hazard insurance proceeds for losses to any Property (i.e., Improvements to the Units or Common Property) for other than the repair, replacement or reconstruction of such Property, except as provided by statute in case of substantial loss to the Units or Common Property; or

(6) by act or omission change, waive or abandon the provisions of this Declaration, or the enforcement thereof, pertaining to the architectural design or control of the exterior appearance of Improvements on the Property or the maintenance of the Common Property, or any walks, fences, driveways, or landscaping in the Project; or

(7) fail to maintain or cause to be maintained fire and extended coverage on insurable Common Property as provided in Article IX of this Declaration.

(e) All Mortgagees, insurers and guarantors of first Mortgages shall have the right to (1) examine the books and records of the Association, including current copies of all the Restrictions and financial statements, during normal business hours, (2) require the Association to submit an annual audited financial statement for the preceding Fiscal Year within one hundred twenty (120) days of the end of the Association's Fiscal Year, if one is available, or have one prepared at the expense of the requesting entity if such statement is not otherwise prepared by the Association, (3) receive written notice of all meetings of the Owners, and (4) designate in writing a representative to attend all such meetings. All Owners shall also have the right to examine the books and records of the Association, including current copies of all the Restrictions and financial statements, during normal business hours.

(f) All Mortgagees, insurers and guarantors of first Mortgages, shall be given sixty (60) days' written notice prior to the effective date of (1) any proposed material amendment to the Restrictions or Condominium Plans; (2) any termination of an agreement for professional management of the Property following any decision of the Owners to assume self-management of the Project; and (3) any proposed termination of the Property as a condominium project.

(g) The Reserve Fund described in Article V of this Declaration must be funded by regular scheduled monthly, quarterly, semiannual or annual payments rather than by large special assessments.

(h) The Board shall secure and cause to be maintained in force at all times a fidelity bond for any Person handling funds of the Association, including, but not limited to, employees of the professional Manager.

(i) No provision of the Restrictions shall be construed or applied to give any Owner, or any other party, priority over any rights of the Mortgagees of a first Mortgage in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or taking of Condominiums and/or Common Property.

(j) In addition to the foregoing, the Board may enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of VA, FHA, FHLMC, FNMA or GNMA or any similar entity, so as to allow for the purchase, guaranty or insurance, as the case may be, by such entities of first Mortgages encumbering Condominiums. Each Owner hereby agrees that it will benefit the Association and the Membership of the Association, as a class of potential Mortgage borrowers and potential sellers of their residential Condominiums, if such agencies approve the Property as a qualifying subdivision under their respective policies, rules and regulations, as adopted from time to time.

(k) Each Owner hereby authorizes the first Mortgagee of a first Mortgage on his or her Condominium to furnish information to the Board concerning the status of such first Mortgage and the loan which it secures.

(l) First Mortgagees may require the Association to use professional management upon the approval of the majority of the Mortgagees of first Mortgages in the Project. When professional management has been previously required by the Restrictions or the majority of Mortgagees, insurers, or guarantors of first Mortgages, any decision to establish self-management by the Association shall require the approval of sixty-seven percent (67%) of the voting power of the Association and fifty-one percent (51%) of the Mortgagees of first Mortgages of Condominiums in the Project.

(m) All intended Improvements in any Phase of Development shall be substantially completed or the completion of such Improvements shall be secured by a bond or other arrangement acceptable to the DRE prior to the first Close of Escrow for the sale of a Condominium in such Phase of Development.

(n) First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Property and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for Common Property, and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

(o) It is the intent of Declarant that this Declaration and the Articles and Bylaws of the Association, and the Project in general, shall now and in the future meet all requirements necessary to purchase, guarantee, insure, or subsidize any mortgage of a Condominium in the Project by FNMA, FHLMC, GNMA, FHA and VA. The Association and each Owner shall take any action or shall adopt any resolutions required by Declarant or the Board to conform this Declaration or the Project to the requirements of any of these entities or agencies.

(p) VA financing requirement: Declarant shall relinquish all special rights, expressed or implied, through which the Declarant may directly or indirectly control, direct,

modify, or veto any action of the Association, its executive board, or a majority of unit owners, and control of the Association shall pass to the Owners of units within the Project, not later than the earlier of the following:

(i) 120 days after the date by which 75 percent of the Units in the Project have been conveyed to unit purchasers; or

(ii) The 5th anniversary of the first conveyance to a unit purchaser.

ARTICLE XIII

13. Duration and Amendment.

13.1 Duration.

This Declaration shall run with the land and shall continue in full force and effect until a Declaration of Termination is Recorded, satisfying the requirements of an amendment to this Declaration as set forth in Section 13.2. There shall be no severance by sale, conveyance, encumbrance or hypothecation of an interest in any Unit from the concomitant Membership in the Association, as long as this Declaration shall continue in full force and effect. The provisions of this Article are subject to the provisions of Sections 10.2 and 11.4 of this Declaration.

13.2 Amendment.

(a) Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the notice of any meeting or election of the Association at which a proposed amendment is to be considered. Such notice of meeting or election shall be given to each Member of the Association at least twenty-five (25) days in advance, if the meeting is for an amendment of a material or extraordinary nature (as defined by VA in the VA Pamphlet 26-7, as such Pamphlet is revised from time to time), and ten (10) days in the case of a meeting for other purposes, pursuant to the Bylaws. Such notice must (i) state the purpose of the meeting and contains a summary of any material amendments or extraordinary actions proposed; and (ii) contains a copy of the proxy that can be cast in lieu of attendance at the meeting. The resolution shall be adopted by the vote, in person or by proxy, or affirmative written ballot of Members representing not less than (i) sixty-seven percent (67%) of the voting power of the Association, and (ii) sixty-seven percent (67%) of the voting power of the Association residing in Members other than Declarant, provided that the specified percentage of the voting power of the Association necessary to amend a specified Section or provision of this Declaration shall not be less than the percentage of affirmative votes prescribed for action to be taken under that Section or provision.

(b) In addition to the required notice and consent of Members and Declarant provided above, the Mortgagees of fifty-one percent (51%) of the first Mortgages on all the Condominiums in the Project must approve any amendment to this Declaration which is of a material adverse nature to Mortgagees, including, without limitation, the following:

(1) Any amendment which affects or purports to affect the validity or priority of encumbrances or the rights or protection granted to Mortgagees, insurers or guarantors of first Mortgages as provided in Articles V, IX, X, XI, XII and XIII hereof.

(2) Any amendment which would necessitate an encumbrancer after it has acquired a Condominium through foreclosure to pay more than its proportionate share of any unpaid assessment or assessments accruing after such foreclosure.

(3) Any amendment which would or could result in an encumbrance being canceled by forfeiture, or in a Condominium not being separately assessed for tax purposes.

(4) Any amendment relating to the insurance provisions as set out in Article IX hereof, or to the application of insurance proceeds as set out in Article X hereof, or to the disposition of any money received in any taking under condemnation proceedings.

(5) Any amendment which would or could result in partition or subdivision of a Condominium Unit in any manner inconsistent with the provisions of this Declaration.

(6) Any amendment which would subject any Owner to a right of first refusal or other such restriction, if such Condominium is proposed to be sold, transferred, or otherwise conveyed.

(7) Any amendment concerning:

(A) The weight of any Owner's voting rights;

(B) Rights to use the Common Property;

(C) Reductions in reserves for or responsibility for maintenance, repair and replacement of the Common Property;

(D) Boundaries of any Unit;

(E) Owners' interests in the Common Property;

(F) Convertibility of Common Property into Units or Units into Common Property;

(G) Leasing of Units;

(H) Establishment of self-management by the Association where professional management has been required by any Mortgagee, insurer or guarantor of a first Mortgage;

(I) Rights concerning expansion or contraction of the Project, or the addition, annexation or withdrawal of real property to or from the Project;

(J) Increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority or subordination of such liens; or

(K) Any provisions that expressly benefit Mortgage holders, insurers, or guarantors.

(c) Notwithstanding anything to the contrary contained in this Declaration, Sections 2.2(b), 2.2(c), 2.2(d) and 15.4 of this Declaration shall not be amended without the vote or approval by written ballot of at least (a) ninety percent (90%) of the voting power of the Members of the Association other than Declarant, and (b) at least ninety percent (90%) of the Mortgagees.

(d) Termination of this Declaration shall require approval by the Members as provided in subsection (a) of this Section 13.2. No such termination shall be effective unless it is also approved in advance either by fifty-one percent (51%) of the Mortgagees of the first Mortgages on all of the Condominiums in the Project (if said termination is proposed by reason of the substantial destruction or condemnation of the Project) or by sixty-seven percent (67%) of such Mortgagees (if said termination is for reasons other than such substantial destruction or condemnation). Any distribution of excess funds held by the Association upon the termination of the Project shall be made equally to each Owner.

(e) Each Mortgagee of a first Mortgage on a Condominium in the Project which receives proper written notice of a proposed amendment or termination of this Declaration by certified or registered mail with a return receipt requested shall be deemed to have approved the amendment or termination if the Mortgagee fails to submit a response to the notice within sixty (60) days after the Mortgagee receives the notice.

(f) A copy of each amendment shall be certified by at least two (2) officers of the Association, and the amendment shall be effective when a Certificate of Amendment is Recorded. The Certificate, signed and sworn to by two (2) officers of the Association, stating that the requisite number of Owners and Mortgagees have either voted for or consented in writing to any amendment adopted as provided above, when Recorded, shall be conclusive evidence of that fact. The Association shall maintain in its files the record of all such votes or written consents for a period of at least four (4) years.

(g) Notwithstanding any other provision of this Section 13.2, at any time prior to the first Close of Escrow for the sale of a Condominium within Phase 1, Declarant may unilaterally amend or terminate this Declaration by Recording a written instrument which effects the amendment or termination and is signed and acknowledged by Declarant.

(h) Notwithstanding any other provision of this Declaration, for so long as Declarant owns any portion of the Property or Unit thereon, Declarant may, in its sole discretion, unilaterally amend this Declaration by Recording a written instrument signed by Declarant without the consent of the Association or any other Owner, provided that such amendment is made (1) to correct a typographical error or internal inconsistency herein, and such amendment does not adversely affect the interests of any Owner without such Owner's written

consent, or (2) to conform this Declaration to the requirements of the VA, FHA, DRE, FNMA, GNMA or FHLMC then in effect or to any City requirements and/or applicable statutory legal requirements.

13.3 Protection of Declarant.

The prior written approval of Declarant, as developer of the Property, will be required before any amendment which would impair or diminish the rights of Declarant to annex any portion of the Annexable Property, or complete the Property or sell or lease Condominiums therein in accordance with this Declaration shall become effective. Notwithstanding any other provisions of the Restrictions, until such time as Declarant no longer owns any Condominiums in the Property or the Annexable Territory, the following actions, before being undertaken by the Association, shall first be approved in writing by Declarant:

(a) Any amendment or action requiring the approval of first Mortgagees pursuant to this Declaration, including without limitation all amendments and actions specified in Section 13.2;

(b) The annexation to the Property of real property other than the Annexable Territory pursuant to Section 16.2;

(c) The levy of a Capital Improvement Assessment for the construction of new facilities not constructed on the Common Property by Declarant;

(d) Subject to Section 5.5 regarding limitations on Annual Assessment increases, any significant reduction of Association maintenance or other services; or

(e) Any modification of the rights reserved and granted to Declarant herein, including, without limitation, those rights set forth in Section 6.1, Article VII, Article XV and Article XVI.

ARTICLE XIV

14. Enforcement of Certain Bonded Obligations.

14.1 Consideration by Board of Directors.

If (1) the Improvements to be located on the Common Property in any Phase of Development are not completed prior to the issuance of a Final Subdivision Public Report for that Phase by the DRE for the sale of Condominiums in the Project, and (2) the Association is obligee under a bond or other arrangement ("Bond") required by the DRE to secure performance of the commitment of Declarant to complete such Improvements, the Board of Directors of the Association shall consider and vote on the question of action by the Association to enforce the obligations under the Bond, with respect to any such Improvement for which a Notice of Completion has not been filed within sixty (60) days after the completion date specified for that Improvement in the Planned Construction Statement appended to the Bond. If the Association has given an extension in writing for the completion of any Improvement on the Common Property,

the Board shall be directed to consider and vote on the aforesaid question (if a Notice of Completion has not been filed), within thirty (30) days after the expiration of the extension.

14.2 Consideration by the Members.

A special meeting of Members, for the purpose of voting to override a decision by the Board not to initiate action to enforce the obligations under the Bond or on the failure of the Board to consider and vote on the question, shall be held no fewer than thirty-five (35) days nor more than forty-five (45) days after receipt by the Board of a petition for such a meeting signed by Members representing five percent (5%) of the total voting power of the Association residing in Members other than Declarant. A vote at such meeting to take action to enforce the obligations under the Bond by Members representing a majority of the total voting power of the Association residing in Members other than Declarant shall be deemed to be the decision of the Association, and the Board shall thereafter implement this decision by initiating and pursuing appropriate action in the name of the Association.

ARTICLE XV

15. General Provisions.

15.1 Legal Proceedings; Arbitration; Actions Arising From Restrictions.

Failure to strictly comply with any of the terms of the Restrictions by an Owner, his or her Family, guests, employees, contractors, invitees or tenants, shall be grounds for relief which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of any lien, or any combination thereof. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce that provision, or any other provision hereof. The Board, any Owner (not at the time in default hereunder), or Declarant (so long as Declarant is an Owner) shall be entitled to bring an action for damages against any defaulting Owner, and in addition may enjoin any violation of this Declaration. Any judgment rendered in any action or proceeding pursuant to this Declaration shall include a sum for attorneys' fees in such amount as the Court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, late payment fee, costs of collection and court costs, and interest thereon. Each remedy provided for in this Declaration shall be cumulative and not exclusive or exhaustive. Each Owner shall have a right of action against the Association for the failure by the Association to comply with the Restrictions.

Notwithstanding anything above to the contrary, any action or claim for enforcement of the Restrictions shall be subject to the following provisions:

(a) Claims for Declaratory Relief or Enforcement of Project Documents: Prior to the filing of an enforcement action for declaratory, injunctive, or writ relief in conjunction with a claim for monetary damages not in excess of Five Thousand Dollars ($5,000), the Board, or any Owner who seeks such relief, shall first endeavor to submit the matter to alternative dispute resolution in compliance with the provisions of California Civil Code §§ 5925 – 5960 (or any successor or replacement statutes).

(b) The Board shall comply with the requirements of California Civil Code § 5965 (or any successor or replacement statute) by providing Members of the Association annually with a summary of the provisions of Article 3 (commencing with California Civil Code § 5925) of Chapter 10 (Division 4, Part 5) of the California Civil Code (or any successor or replacement statute), including the following language:

"Failure of a Member of the Association to comply with the alternative dispute resolution requirements of § 5930 of the California Civil Code may result in the loss of your right to sue the Association or another Member of the Association regarding enforcement of the Governing Documents or the applicable law."

15.2 Notification of Construction Claims.

(a) Before the Association or any Owner commences an action for damages against Declarant, Declarant's general contractor or broker, or either of their agents and employees, based upon a claim for defects in the design or construction of the "Common Interest Development" as defined in California Civil Code § 4100 (or any successor or replacement statute), or any portion thereof, all of the requirements of subsections (b), (c) and (d) below shall be met:

(b) A resolution authorizing the Board to commence an action must be approved by Members representing more than sixty-seven percent (67%) of the voting power of the Association. The Board shall provide notice by first-class mail to all Members of a special meeting of Members, for the purpose of voting to authorize the Board to initiate action based upon a claim for defects in the design or construction of the Common Interest Development or any portion thereof, not less than thirty (30) nor more than sixty (60) days prior to the date of such a meeting. The notice to the Members shall include all of the following information:

(1) A description of the disputes;

(2) A certification from an engineer licensed in the State of California that a repair issue exists, along with a description of the scope of work necessary to cure such repair issue;

(3) The estimated cost to repair such repair issue;

(4) The name and professional background of the attorney(s) the Association may want to retain to pursue the claim against Declarant and a description of the relationship between such attorney and any members of the Board (if any);

(5) Estimated attorneys' fees, expert fees and other costs necessary to pursue the claim against Declarant and the source of funds which will be used to pay such fees and expenses;

(6) The estimated time necessary to conclude the action against Declarant;

(7) Potential benefits and adverse consequences of a civil action, including among other things, potential effects on property values and any disclosure regarding such action which may be required to be disclosed to lenders and prospective purchasers of Units in the Project;

(8) How the action will be funded;

(9) Offers of settlement; and

(10) How proceeds from the action or settlement of such action would be used.

(c) All applicable requirements of California Civil Code §§ 6000 and 6150, as such Sections may be amended from time to time, or any successor statute thereto shall be satisfied (notwithstanding the fact that said § 6000 does not by its terms apply to Owners), including, without limitation, all notice and dispute resolution requirements.

(d) The Association shall finance any legal proceeding with monies that are specifically collected for same and may not borrow money or use the reserve funds or other monies collected for specific Association obligations other than legal fees.

15.3 Notice to Members of Other Civil Action Against Declarant.

(a) Not later than thirty (30) days prior to the filing of any civil action by the Association against the Declarant for alleged damage to the Common Property, alleged damage to the Separate Interests that the Association is obligated to maintain or repair, or alleged damage to the Separate Interests that arises out of, or is integrally related to, damage to the Common Property or Separate Interests that the Association is obligated to maintain or repair, the Board of Directors of the Association shall provide a written notice to each Member of the Association who appears on the records of the Association when the notice is provided. This notice shall specify all of the following:

(1) that a meeting will take place to discuss problems that may lead to the filing of a civil action;

(2) the options, including civil actions, that are available to address the problems; and

(3) the date, time and place of this meeting.

(b) Notwithstanding subdivision (a), if the Association has reason to believe that the applicable statute of limitations will expire before the Association files the civil action, the Association may give the notice, as described above, within thirty (30) days after the filing of the action.

15.4 Alternative Dispute Resolution.

(a) Disputes and Remedies. In addition to the notification and dispute resolution procedures set forth in Sections 15.2 and 15.3 and notwithstanding anything in the Restrictions to the contrary, it is the desire and intention of this Section to provide an expedited means of resolving any claims, disputes and disagreements which may arise between Owner or the Association and the Declarant (individually a "Declarant Party," collectively the "Declarant Parties") after the Close of Escrow or other conveyance of any portion of the Property by Declarant concerning the Property and/or any express or implied warranties that are not resolved pursuant to any applicable statutory dispute resolution procedures (individually referenced to herein as "Dispute" and collectively as "Disputes"). Initially, the Declarant Parties will attempt to resolve any Dispute asserted by an Owner or the Association of which it is given notice. If the Dispute cannot be resolved between the parties in this manner, it will be decided through the arbitration procedure as set forth below. Alternatively, a Declarant Party, an Owner or the Association may elect to resolve such Disputes through a small claims court proceeding. **THIS PROCESS INVOLVES WAIVER OF THE RIGHT TO A JURY TRIAL. BY EXECUTING THIS DECLARATION, DECLARANT, AND BY ACCEPTING A DEED TO ANY PORTION OF THE PROPERTY, EACH OWNER AND THE ASSOCIATION, AGREE TO BE BOUND BY THE PROVISIONS OF THIS SECTION.**

(1) **Notice**. Any person with a claim defined as a Dispute, above ("Claimant"), shall notify the Declarant Party in writing of the claim, which writing shall describe the nature of such claim and any proposed remedy ("Claim Notice").

(2) **Right to Inspect and Right to Take Corrective Action**. Within a reasonable period after receipt of the Claim Notice, which period shall not exceed sixty (60) days, the Declarant Party and the Claimant(s) shall meet at a mutually-acceptable place within or near the Project to discuss the Dispute. At such meeting or at such other mutually agreeable time, Declarant Party and its representatives shall have full access to the property that is subject to the Dispute claim and shall have the right to conduct inspections, testing and/or destructive or invasive testing the same in a manner deemed appropriate by Declarant Party which rights shall continue until such time as the Dispute is resolved as provided in this Section. The parties to the Dispute shall negotiate in good faith in an attempt to resolve the claim. If Declarant Party elects to take any corrective action, Declarant Party and its representatives and agents shall be provided full access to the Project that is subject to the Dispute to take and complete corrective action.

(3) **California Civil Code §§ 6000, 6100 and 6150**. Nothing contained herein shall be deemed a waiver or limitation of the provisions of California Civil Code § 6150 (or any successor or replacement statute) and Section 15.3 of the Declaration. If the Dispute is subject to the provisions of California Civil Code §§ 6000 and 6100, as they may be amended from time to time, compliance with the procedures of these Sections shall satisfy the requirements of Sections 15.4.(a)(1) and 15.4(a)(2), as applicable. With respect to any suit that would be governed by California Civil Code § 6000 (or any successor or replacement statute), and as hereafter amended, if the parties had not agreed to arbitration hereunder, the Association or any other party required to proceed under California Civil Code § 6000 (or any successor or replacement statute) as a condition to filing a complaint must do so as a condition to commencing

an arbitration. Compliance with California Civil Code § 6150 (or any successor or replacement statute) is a condition to the Association's commencing an arbitration.

(4) **Mediation**. If the parties to the Dispute that is not subject to California Civil Code § 6000 (or any successor or replacement statute) cannot resolve the claim pursuant to the procedures described in Section 15.4(a)(2) above (including, if applicable, California Civil Code § 6000 procedures), the matter shall be submitted to mediation pursuant to the mediation procedures adopted by the Judicial Arbitration and Mediation Services ("JAMS") (except as such procedures are modified by the provisions of this Section) or any successor thereto or to any other entity offering mediation services that is acceptable to such parties. No person shall serve as a mediator in any Dispute in which the person has any financial or personal interest in the result of the mediation, except by the written consent of all parties to the Dispute participating in the mediation. Prior to accepting any appointment, the prospective mediator shall disclose any circumstances likely to create a presumption of bias or to prevent a prompt commencement of the mediation process. Except as provided in the Declaration of Alternative Dispute Resolution for Iron & Oak, the Association and each Owner covenants that each shall not commence any litigation against Declarant without complying with the procedures described in this Section.

(A) Position Memoranda; Pre-Mediation Conference. Within ten (10) days of the selection of the mediator, each party to the Dispute participating in the mediation shall submit a brief memorandum setting forth its position with regard to the issues that need to be resolved. The mediator shall have the right to schedule a pre-mediation conference and all parties to the Dispute participating in the mediation shall attend unless otherwise agreed. The mediation shall be commenced within ten (10) days following the submittal of the memoranda and shall be concluded within fifteen (15) days from the commencement of the mediation unless the parties to the Dispute participating in the mediation mutually agree to extend the mediation period. The mediation shall be held in the county in which the Project is located or such other place as is mutually acceptable to the parties to the Dispute participating in the mediation.

(B) Conduct of Mediation. The mediator has discretion to conduct the mediation in the manner in which the mediator believes is most appropriate for reaching a settlement of the Dispute. The mediator is authorized to conduct joint and separate meetings with the parties to the Dispute participating in the mediation and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the Dispute, provided the parties to the Dispute participating in the mediation agree and assume the expenses of obtaining such advice. The mediator does not have the authority to impose a settlement on the parties to the Dispute participating in the mediation.

(C) Exclusion Agreement. Prior to the commencement of the mediation session, the mediator and all parties to the Dispute participating in the mediation shall execute an agreement pursuant to California Evidence Code § 1115, *et seq.* (or any successor statute) in order to exclude the use of any testimony or evidence produced at the mediation in any subsequent dispute resolution forum, including, but not limited to, court proceedings, reference proceedings or arbitration hearings. Pursuant to California Evidence Code § 1115, *et seq.* (or any successor statute) the agreement shall specifically state that evidence of anything said or of any admission made in the course of the mediation is not admissible evidence, and disclosure of any

such evidence shall not be compelled in any civil action in which, pursuant to law, testimony can be compelled to be given. Unless the document provides otherwise, no document prepared for the purpose of, or in the course of, or pursuant to, the mediation, or copy thereof, is admissible in evidence; and disclosure of any such document shall not be compelled in any civil action in which, pursuant to law, testimony can be compelled to be given. The provisions of California Evidence Code §§ 1115 through 1128 (or any successor or replacement statutes) shall also be applicable to such mediation process.

(D) Persons Permitted at Sessions. Persons other than the parties to the Dispute participating in the mediation, their representatives and the mediator may attend mediation sessions only with the permission of the parties to the Dispute participating in the mediation and the consent of the mediator; provided, however, that such permission and consent shall not be required to allow participation of such party's insurer in the mediation to the extent required under such parties' liability insurance policy. Confidential information disclosed to a mediator by such parties or by witnesses in the course of the mediation while serving in such capacity shall be confidential. There shall be no stenographic record of the mediation process.

(E) Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including, but not limited to, the fees and costs charged by the mediator and the expenses of any witnesses or the cost of any proof or expert advice produced at the direct request of the mediator, shall be borne equally by the parties to the Dispute participating in the mediation unless they agree otherwise. Each party to the Dispute participating in the mediation shall bear its own attorneys' fees and costs in connection with such mediation.

(5) **Arbitration**. Should either proceedings governed by California Civil Code § 6000 (or any successor or replacement statute), or mediation pursuant to Section 15.4(a)(4) above not be successful in resolving any Dispute, any and all claims, controversies, breaches or disputes (each a "dispute") by or between or among the Association, any Owner or Owners, and/or Declarant Party arising from or related to this Declaration, the Common Property, any Unit, the sale of any Unit, or any transaction related hereto, whether such dispute is based on contract, tort, statute, or equity shall be determined and resolved by the alternative dispute resolution procedures set forth below:

(A) Waiver of Trial by Judge or Jury. The dispute shall be resolved through binding arbitration. The Claimant and Declarant each gives up the right to have their respective claims and defenses decided by a judge or a jury. Instead, all claims and disputes will be decided by the arbitrator.

(B) Rules Applicable to All Cases. The arbitration will be conducted by Judicial Arbitration and Mediation Services ("JAMS") in accordance with the JAMS rules ("JAMS Rules") then applicable to the claims presented, as supplemented by this Section. The following supplemental rules shall apply to all arbitration proceedings and shall govern in the event of a conflict between the rules set forth below and the JAMS Rules.

(i) Qualification of Arbitrators. The arbitrator shall be neutral and impartial and either a retired judge or a member or former member of the

California State Bar with at least ten (10) years' experience as a practicing lawyer in the area of construction law.

(ii) Appointment of Arbitrator. The arbitrator to preside over the dispute shall be selected in accordance with the JAMS Rules, but no later than sixty (60) days after a notice of claim is filed.

(iii) Expenses. The fees and costs of the arbitration and/or the arbitrator shall be borne equally by the parties to the arbitration; provided, however, that the fees and costs of the arbitration and/or the arbitrator ultimately shall be borne as determined by the arbitrator; provided that the arbitrator may not award against any party any expenses in excess of those that would be recoverable as costs if the dispute had been litigated to final judgment in court.

(iv) Preliminary Procedures. If state or federal law requires the Claimant or Declarant to take steps or procedures before commencing an action in court, then the Claimant or Declarant must take such steps or follow such procedures, as the case may be, before commencing the arbitration. Nothing contained herein shall be deemed a waiver or limitation of the provisions of California Civil Code §§ 6000, 6100 or 6150 (or any successor or replacement statutes).

(v) Rules of Procedure. The arbitration shall be administered by JAMS pursuant to its streamlined arbitration rules and procedures when the amount in controversy is Two Hundred Fifty Thousand Dollars ($250,000) or less.

(vi) Participation By Other Parties. Each Claimant and Declarant, to the extent either such party is defending a claim in the arbitration, may, if it chooses, have all necessary and appropriate parties included as parties to the arbitration.

(vii) Rules of Law. The arbitrator must follow California substantive law (including statutes of limitations) but strict conformity with the Rules of Evidence is not required, except that the arbitrator shall apply applicable law relating to privilege and work product. The arbitrator shall be authorized to provide all recognized remedies available at law or equity for any cause of action.

(viii) Attorney's Fees and Costs. Each party shall bear its own attorneys' fees and costs (including expert witness costs) in the arbitration.

(C) Additional Rules Applicable to Certain Cases. In any arbitration in which a claim of any party exceeds Two Hundred Fifty Thousand Dollars ($250,000) in value, the following additional rules will supplement the JAMS rules and govern in the event of a conflict between the following rules and the rules set forth above, the JAMS rules, or both.

(i) Qualifications of Arbitrator. The arbitrator shall be neutral and impartial and either a retired judge or a member or former member of the California State Bar with at least fifteen (15) years' experience as a practicing lawyer in the area of construction law with substantial experience in the resolution of complex construction disputes.

(ii) Rules of Procedure. The arbitration shall be administered by JAMS pursuant to its comprehensive arbitration rules and procedures.

(iii) Written Decision. Within thirty (30) days after the hearing is closed, the arbitrator must issue a written decision. If any party requests it, the arbitrator must issue a reasoned award.

(D) AGREEMENT TO ARBITRATION AND WAIVER OF JURY TRIAL. BY EXECUTING THIS DECLARATION, DECLARANT, AND BY ACCEPTING A DEED FOR THE ASSOCIATION PROPERTY OR A UNIT, AS THE CASE MAY BE, THE ASSOCIATION AND EACH OWNER, AGREE (1) TO HAVE ANY DISPUTE DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND THE CALIFORNIA ARBITRATION ACT, TO THE EXTENT THE CALIFORNIA ARBITRATION ACT IS CONSISTENT WITH THE FEDERAL ARBITRATION ACT; (2) TO GIVE UP ANY RIGHTS THEY MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL; AND (3) TO GIVE UP THEIR RESPECTIVE JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS DECLARATION. IF ANY PARTY REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, SUCH PARTY MAY BE COMPELLED TO ARBITRATE UNDER THE FEDERAL ARBITRATION ACT AND THE CALIFORNIA ARBITRATION ACT, TO THE EXTENT THE CALIFORNIA ARBITRATION ACT IS CONSISTENT WITH THE FEDERAL ARBITRATION ACT.

(E) Federal Arbitration Act. The Federal Arbitration Act (9 U.S.C. § 1, *et seq.*) now in effect and as it may be hereafter amended will govern the interpretation and enforcement of these arbitration provisions.

(F) Final and Binding Award. The decision of the arbitrator shall be final and binding. A petition to confirm, vacate, modify or correct an award may be filed in any court of competent jurisdiction, but the award may be vacated, modified or corrected only as permitted by the Federal Arbitration Act.

(G) Severability. If the arbitrator or any court determines that any provision of this Section is unenforceable for any reason, that provision shall be severed, and proceedings in this Section shall be conducted under the remaining enforceable terms of this Section.

(H) Waiver of Jury Trial. In the event the foregoing arbitration provision is held not to apply or is held invalid, void or unenforceable in its entirety for any reason, all disputes shall be tried before a judge in a court of competent jurisdiction without a jury. The judge in such court of competent jurisdiction shall have the power to grant all legal and equitable remedies and award compensatory damages. This mutual waiver of jury trial shall be binding upon their respective successors and assigns and upon all persons and entities asserting rights or claims or otherwise acting on behalf of Declarant or Claimant or their successors and assigns.

(I) Application of Award. Any proceeds awarded to the Association or any Owner arising from any dispute by settlement, award or otherwise shall be applied first for the purpose of repairing any defect claimed under such dispute or replacing reserve funds previously utilized by the Association to cause such repairs and then to the costs of such litigation. Any excess proceeds shall be applied as determined by the Board or the Owner subject to any requirements established by the non-profit mutual benefit laws of the State of California and any other applicable laws.

(J) Statute of Limitations. Subject to the terms of Civil Code § 895, *et seq.* (or any successor or replacement statutes) and, as hereafter amended, nothing in this Section shall be considered to toll, stay, reduce or extend any applicable statute of limitations; provided, however, that the Declarant, the Association or any Owner shall be entitled to commence a legal action which in the good faith determination of the Declarant, the Association or Owner is necessary to preserve the Declarant's, the Association's or any Owner's rights under any applicable statute of limitations, provided that the Declarant, Association or Owner shall take no further steps in processing the action until it has complied with the procedures described above.

(K) Notwithstanding the foregoing, an aggrieved party may seek relief in a small claims court of competent jurisdiction, and nothing in this agreement shall prevent the parties from agreeing to mediate a dispute at any time.

(b) Notwithstanding any other provision of this Declaration to the contrary, this Section shall not be amended without the consent of Declarant and the vote or approval by written ballot of at least (a) ninety percent (90%) of the voting power of the Members of the Association other than Declarant, and (b) at least ninety percent (90%) of the Mortgagees.

15.5 Violation of Restrictions.

Without in any way limiting the generality of the foregoing, if the Board of Directors determines that there is a violation of any provision of this Declaration, or the Architectural Committee determines that an Improvement which is the maintenance responsibility of an Owner is in need of installation, repair, restoration or painting, then the Board shall give written notice to the responsible Owner of the condition or violation complained of. Unless the Architectural Committee has approved in writing corrective plans proposed by the Owner to remedy the condition complained of within such period of time as may be determined reasonable by the Board after it has given said written notice, and such corrective work so approved is completed thereafter within the time allotted by the Board, the Board, after Notice and Hearing, shall undertake to remedy such condition or violation complained of, and the cost thereof shall be charged to the Owner and his or her separate Condominium whose Residence is the subject matter of the corrective work. Such cost shall be deemed to be a Special Assessment to such Owner and shall be subject to enforcement and collection by the Board in accordance with the procedures provided for in this Declaration. The Board may also adopt a schedule of reasonable fines or penalties which, in its reasonable discretion, it may assess against an Owner for the failure of such Owner, or of a resident of or visitor to such Owner's Unit, to comply with any provision of the Restrictions. Such fines or penalties shall be deemed to be a Special Assessment and may only be assessed by the Board after Notice and Hearing.

15.6 Severability.

The provisions of this Declaration shall be deemed independent and severable, and a determination of invalidity or partial invalidity or unenforceability of any one provision or portion hereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provisions hereof.

15.7 Interpretation.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the creation and operation of a residential condominium development and for the maintenance of the Common Property, and any violation of this Declaration shall be deemed to be a nuisance. The Article and Section headings, titles and captions have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. As used herein, the singular shall include the plural and the masculine, feminine and neuter shall each include the other, unless the context dictates otherwise. In interpreting the Restrictions and the deed to any Unit, the physical as-built boundaries of Improvements which are constructed or reconstructed in substantial accordance with the original plans for the Project shall be conclusively presumed to be the boundaries of the Units, regardless of settling or lateral movement of the Improvements and regardless of minor variances between Unit boundaries, as defined in this Declaration, any Notice of Addition of Territory, or any Unit deed, and the boundaries of those Improvements, as constructed or reconstructed. As used in this Declaration, the term "including" shall be construed and understood to mean "including, without limitation" or "including, but not limited to."

15.8 Mergers or Consolidations.

Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions and restrictions established by this Declaration governing the Property, together with the covenants and restrictions established upon any other property, as one (1) plan.

15.9 Use of Common Property.

The Board of Directors shall have the right to limit the number of guests that an Owner or such Owner's tenant may permit to use any open parking area or other facilities, including recreational facilities, if any, on the Common Property, and the Board shall have the right to set further reasonable restrictions on the time and manner of use of said parking areas, recreational facilities, and other facilities in accordance with the Rules and Regulations, including, without limitation, Rules and Regulations restricting or prohibiting the use of all or designated portions of the recreational facilities of the Property by minors, guests of an Owner or his or her tenants.

15.10 No Public Right or Dedication.

Except as may otherwise be expressly provided herein, nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Property to the public, or for any public use; provided, that the foregoing provisions shall not be construed or understood to limit the effectiveness of any public dedication expressly set forth on any subdivision map Recorded or any other instrument with respect to the Property, or any portion thereof.

15.11 No Representations or Warranties.

No representations or warranties of any kind, express or implied, have been given or made by Declarant, or its agents or employees in connection with the Property, or any portion thereof, concerning its physical condition, zoning, compliance with applicable laws, or fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof as a Condominium project, except as specifically and expressly set forth in this Declaration and except as may be filed by Declarant from time to time with the DRE.

15.12 Nonliability and Indemnification.

(a) General Limitation. Except as specifically provided in the Restrictions or as required by law, no right, power, or responsibility conferred on the Board or the Architectural Committee by this Declaration, the Articles or the Bylaws shall be construed as a duty, obligation or disability charged upon the Board, the Architectural Committee, any member of the Board or of the Architectural Committee, or any other officer, employee or agent of the Association. No such Person shall be liable to any party (other than the Association or a party claiming in the name of the Association) for injuries or damage resulting from such Person's acts or omissions within what such Person reasonably believed to be the scope of his or her Association duties ("Official Acts"), except to the extent that such injuries or damage result from such Person's willful or malicious misconduct. No such Person shall be liable to the Association (or to any party claiming in the name of the Association) for injuries or damage resulting from such Person's Official Acts, except to the extent that such injuries or damage result from such Person's negligence or willful or malicious misconduct.

(b) Indemnification. The Association shall pay all expenses incurred by, and satisfy any judgment or fine levied against, any Person as a result of any action or threatened action against such Person to impose liability on such Person for his or her Official Acts, provided that:

(1) The Board determines that such Person acted in good faith and in a manner such Person reasonably believed to be in the best interests of the Association;

(2) In the case of a criminal proceeding, the Board determines that such Person had no reasonable cause to believe his or her conduct was unlawful; and

(3) In the case of an action or threatened action by or in the right of the Association, the Board determines that such Person acted with such care, including

reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Any determination of the Board required under this Section must be approved by a majority vote of a quorum consisting of Directors who are not parties to the action or threatened action giving rise to the indemnification. If the Board fails or refuses to make any such determination, such determination may be made by the vote or written consent of a majority of a quorum of the Members of the Association, provided that the Person to be indemnified shall not be entitled to vote.

Payments made hereunder shall include amounts paid and expenses incurred in settling any such action or threatened action. This Section shall be construed to authorize payments and indemnification to the fullest extent now or hereafter permitted by applicable law.

The entitlement to indemnification hereunder shall inure to the benefit of the estate, executor, administrator, heirs, legatees, or devisees of any Person entitled to such indemnification.

15.13 Notices.

Except as otherwise provided in this Declaration, in each instance in which notice is to be given to an Owner, the same shall be in writing and may be delivered personally to the Owner, in which case personal delivery of such notice to one (l) or more co-owners of a Condominium or to any general partner of a partnership owning a Condominium shall be deemed delivery to all co-owners or to the partnership, as the case may be. Personal delivery of such notice to any officer or agent for the service of process on a corporation shall be deemed delivery to the corporation. In lieu of the foregoing, such notice may be delivered by regular United States mail, postage prepaid, addressed to the Owner at the most recent address furnished by such Owner to the Association or, if no such address shall have been furnished, to the street address of such Owner's Unit. Such notice shall be deemed delivered three (3) business days after the time of such mailing, except for notice of a meeting of Members or of the Board of Directors in which case the notice provisions of the Bylaws of the Association shall control. Any notice to be given to the Association may be delivered personally to any member of the Board, or sent by United States mail, postage prepaid, addressed to the Association at such address as shall be fixed from time to time and circulated to all Owners. Any notice to be given to the Declarant shall be delivered personally, or sent by registered or certified mail, return receipt requested, addressed to the principal office of the Declarant, or such other address as may be provided from time to time by the Declarant.

15.14 Priorities and Inconsistencies.

If there are conflicts or inconsistencies between this Declaration and the Articles of Incorporation, the Bylaws of the Association, or any Condominium Plan Recorded in furtherance of the Project contemplated by this Declaration, then the terms and provisions of this Declaration shall prevail. If there are conflicts or inconsistencies between this Declaration and the Limited Warranty, the terms and provisions in the Limited Warranty shall prevail.

15.15 Constructive Notice and Acceptance.

Every Person who owns, occupies or acquires any right, title, estate or interest in or to any Condominium or other portion of the Property does hereby consent and agree, and shall be conclusively deemed to have consented and agreed, to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such Person acquired an interest in the Property, or any portion thereof.

15.16 Declarant Delivery of Documents.

(a) Commencing not later than ninety (90) days after the Close of Escrow for the sale of the first Condominium in Phase 1, copies of the documents listed below, as soon as readily obtainable, shall be delivered by the Declarant to the Board of Directors at the office of the Association, or at such other place as the Board of Directors shall prescribe. The obligation to deliver the documents listed below shall apply to any documents obtained by the Declarant no matter when obtained, provided, however, such obligation shall terminate upon the earlier of (i) the conveyance of the last Condominium in Phase 1 of the Project or (ii) three (3) years after expiration of the most recently issued Final Subdivision Public Report for Phase 1 of the Project:

(1) The Recorded Subdivision Map for the Project;

(2) The Recorded Condominium Plan for Phase 1, and all amendments thereto;

(3) The deeds and easements executed by the Declarant conveying any Association Property to the Association, to the extent applicable;

(4) The Recorded Declaration, including all amendments thereto, and any Notice of Addition of Territory;

(5) The Association's filed Articles of Incorporation, and all amendments thereto;

(6) The Association's Bylaws, and all amendments thereto;

(7) All architectural guidelines and all other rules regulating the use of an Owner's interest in the Project or use of the Common Property which have been promulgated by the Association;

(8) The plans approved by the local agency or county where the subdivision is located for the construction or improvement of facilities that the Association is obligated to maintain or repair; provided, however, that the plans need not be as-built plans and that the plans may bear restrictions on their commercial exploitation or use and may contain disclaimers regarding their accuracy;

(9) All notice of completion certificates issued for Common Property Improvements;

(10) Any bond or other security device in which the Association is the beneficiary;

(11) Any written warranty being transferred to the Association for Common Property equipment, fixtures or improvements;

(12) Any insurance policy procured for the benefit of the Association, its governing board or the Common Property;

(13) Any lease or contract to which the Association is a party;

(14) The Membership register, including mailing addresses and telephone numbers, books of account and minutes of meetings of the Members, of the governing body and of committees of the governing body of the Association; and

(15) Any instrument referred to in California Business and Professions Code § 11018.6(d) but not described above which establishes or defines the common, mutual or reciprocal rights or responsibilities of Members of the Association.

(b) Commencing not later than ninety (90) days after the annexation of additional Phases of Development to the Project, copies of those documents listed under subdivision (a) which are applicable to that Phase of Development, shall, as soon as readily obtainable, be delivered by the Declarant to the Board of Directors of the Association at the office of the Association, or at such other place as the Board of Directors of the Association shall prescribe. The obligation to deliver the documents listed in subsection (a) shall apply to any documents obtained by the Declarant no matter when obtained, provided, however, such obligation shall terminate as to the documentation applicable to each Phase of Development upon the earlier of (i) the conveyance of the last Separate Interest for the applicable Phase of Development or (ii) three (3) years after expiration of the most recently issued Final Subdivision Public Report for the applicable Phase of Development.

15.17 Disclosure of Agricultural Operations and Right to Farm.

Each Owner, by acceptance of a deed to a Condominium acknowledges that properties within proximity of the Project are presently utilized for agricultural production and agricultural operations. Each Owner acknowledges that such operations may subject his or her Separate Interest to inconveniences or discomfort arising from such agricultural operations, including but not limited to, noise, odors, fumes, dust, legal pesticide use, fertilizers, smoke, insects, farm personnel and truck traffic, visual impacts, night time lighting, operation of wind machines, bird bombs, pesticides, fertilizers, and other equipment, the storage, warehousing and processing of agricultural products or other inconveniences or discomforts associated with the protected agricultural operations. These agricultural practices may occur at any time during the 24-hour day. Individual sensitivities to those practices can vary from person to person. Such inconveniences may continue for so long as these properties are used for agricultural production and/or agricultural operations. Each Owner accepts such inconveniences or discomfort as a normal

and necessary aspect of living in a county with a strong rural character and an active agricultural industry. Please be advised that each Owner may be barred from obtaining legal remedies against agricultural practices conducted in a manner consistent with proper and accepted customs and standards pursuant to Section 3482.5 of the Civil Code or any pertinent local ordinance. For additional information pertaining to this disclosure and the Right to Farm Ordinance or concerns with an agricultural operation, each Owner is encouraged to contact the County Agricultural Commissioner's Office.

15.18 Disclosure of Prohibited Vehicles.

Each Owner, by acceptance of a deed to a Condominium in the Project shall be deemed to (a) acknowledge that the parking of recreational vehicles (such as motor homes, travel trailers, camper vans, boats and dune buggies) is not permitted in the Project, (b) have full knowledge of the existence of the recreational vehicles restriction, and (c) waive any legal right to oppose or object to such restriction in the future.

15.19 Additional Provisions.

Notwithstanding the provisions contained in the Restrictions, the Association and the Owners should be aware that there may be provisions of various laws, including, without limitation, the Davis-Stirling Common Interest Development Act contained in the California Civil Code, which may modify, supplement or override the Restrictions as a matter of law.

ARTICLE XVI

16. Annexation of Additional Property.

Additional real property may be annexed to Phase 1 and such additional real property may become subject to this Declaration by any of the methods set forth hereinafter:

16.1 Additions by Declarant.

Declarant or its successors or assigns shall have the right from time to time to add the Annexable Territory, or any portion or portions thereof (including recreational facilities, if any, located thereon), to the Property and to bring such added territory within the general plan and scheme of this Declaration without the approval of the Association, its Board of Directors, or Members, provided that such right of Declarant and its successors and assigns shall terminate on the later of (i) the seventh (7th) anniversary of the Recordation of this Declaration or (ii) five (5) years after the most recent recordation of a Notice of Addition as described in Section 16.4 below. As each Phase of Development is developed, Declarant may, with respect thereto, Record a supplemental declaration ("Supplemental Declaration") which may supplement this Declaration with such additional, supplemental or amendatory covenants, conditions, restrictions, reservations and easements as Declarant may deem appropriate for that Phase of Development.

16.2 Other Additions.

In addition to the provision for annexation specified in Section 16.1 above, additional real property may be annexed to the Property and brought within the general plan and

scheme of this Declaration upon the approval by vote or written consent of Members entitled to exercise no less than two-thirds (2/3rds) of the voting power of the Association.

16.3 Rights and Obligations-Added Territory.

Subject to the provisions of Section 16.4, upon the Recording of a Notice of Addition of Territory containing the provisions as set forth in this Section, all provisions contained in this Declaration shall apply to the real property described in such Notice of Addition of Territory (the "added territory") in the same manner as if it were originally covered by this Declaration. Thereafter, the rights, powers and responsibilities of the parties to this Declaration with respect to the added territory shall be the same as with respect to the property originally covered hereby, and the rights, powers and responsibilities of the Owners, lessees and occupants of Units within the added territory, as well as within the property originally subject to this Declaration, shall be the same as if the added territory were originally covered by this Declaration. Voting rights attributable to the Condominiums in the added territory shall not vest until Annual Assessments have commenced as to such Condominiums.

16.4 Notice of Addition of Territory.

The additions authorized under Sections 16.1 and 16.2 shall be made by Recording a Notice of Addition of Territory, or other similar instrument (which notice or instrument may contain the Supplemental Declaration, if any, affecting each such Phase of Development), with respect to the added territory ("Notice of Addition") which shall extend the general plan and scheme of this Declaration to such added territory. The Notice of Addition for any addition under Section 16.1 shall be signed by Declarant. The Notice of Addition for any addition under Section 16.2 shall be signed by at least two (2) officers of the Association and shall certify that the requisite approval of the Members under Section 16.2 was obtained. The Recordation of said Notice of Addition shall constitute and effectuate the annexation of the added territory described therein, and thereupon said added territory shall become and constitute a part of the Project, become subject to this Declaration and encompassed within the general plan and scheme of covenants, conditions, restrictions, reservation of easements and equitable servitudes contained herein, and become subject to the functions, powers and jurisdiction of the Association; and the Owners of Condominiums in said added territory shall automatically become Members of the Association. Such Notice of Addition may contain a Supplemental Declaration with such additions and modifications of the covenants, conditions, restrictions, reservation of easements and equitable servitudes contained in this Declaration as may be necessary to reflect the different character, if any, of the added territory, or as Declarant may deem appropriate in the development of the added territory and as are not inconsistent with the general plan and scheme of this Declaration. In no event, however, shall such Notice of Addition or Supplemental Declaration revoke, modify or add to the covenants, conditions, restrictions, reservation of easements, or equitable servitudes established by this Declaration as the same shall pertain to the real property originally covered by this Declaration.

Upon annexation of subsequent Phases, the Owners of Condominiums in Phase 1 will continue to have undivided percentage interests in the Common Areas of Phase 1, and will have nonexclusive easements for ingress and egress over the Common Areas of subsequently annexed Phases; Owners of Condominiums in each subsequently annexed Phase will have

undivided interests in the Common Areas of that subsequently annexed Phase, and will have nonexclusive easements for ingress and egress over the Common Areas of previously and subsequently annexed Phases. Assessments collected from Owners may be expended by the Association without regard to the particular Phase from which such Assessments came. All Owners shall have ingress and egress to all portions of the Common Property throughout the Project, subject to the provisions of this Declaration, the Bylaws of the Association and to the Rules and Regulations of the Association in effect from time to time.

Declarant hereby reserves to itself and to the Owners of Condominiums in subsequently annexed Phases, nonexclusive easements for ingress and egress over the Common Area of previously annexed Phases. Declarant further reserves to itself and the Owners of Condominiums in each Phase of Development, nonexclusive easements for ingress and egress over the Common Areas of subsequently annexed Phases upon annexation thereof pursuant to this Section.

16.5 Deannexation; Amendment.

Notwithstanding anything herein which is or may appear to be to the contrary, Declarant may amend a Notice of Addition or delete all or a portion of a Phase of Development from coverage of this Declaration and the jurisdiction of the Association, so long as Declarant is the owner of all of such Phase of Development, and provided that (1) an amending instrument or a Notice of Deletion of Territory, as applicable, is Recorded in the same manner as the applicable Notice of Addition was Recorded, (2) Declarant has not exercised any Association vote with respect to any portion of such Phase of Development, (3) assessments have not yet commenced with respect to any portion of such Phase of Development, (4) Close of Escrow has not occurred for the sale of any Condominium in such Phase of Development, and (5) the Association has not made any expenditures or incurred any obligations with respect to any portion of such Phase of Development. Any such amendment or deannexation shall be effective upon the Recordation of the amending instrument or Notice of Deletion of Territory, as applicable, which need only be executed by Declarant. Notwithstanding any other provisions of this Declaration, at any time prior to the first Close of Escrow for the sale of a Condominium within a Phase of Development, Declarant may unilaterally amend the Supplemental Declaration applicable to such Phase of Development by Recording a written instrument which effects the amendment and is signed and acknowledged by Declarant.

16.6 Power of Attorney.

Each Owner of a Condominium in the Project, by accepting a deed to a Condominium, shall be deemed to have (a) agreed and acknowledged that the Owners own no interest in the Annexable Territory which may be developed, if at all, by Declarant in its sole and absolute discretion and (b) constituted and irrevocably appointed Declarant (for so long as Declarant or its successive assigns owns all or any portion of the Annexable Territory), as his or her Attorney-in-Fact, for himself or herself and each of his or her Mortgagees, optionees, grantees, licensees, trustees, receivers, lessees, tenants, judgment creditors, heirs, legatees, devisees, administrators, executors, legal representatives, successors and assigns, whether voluntary or involuntary, to prepare, execute, acknowledge and Record any Condominium Plan or amendment to the Condominium Plans for all or any portion of the Annexable Territory. This power of

attorney is coupled with an interest. However, nothing set forth herein shall be deemed or construed as an agreement or acknowledgement by Declarant that any Owner shall be entitled to any participation in or discretion over the preparation and Recordation of a Condominium Plan or Plans for all or any portion of the Annexable Territory, which are and shall be subject to Declarant's sole control. The acceptance or creation of any Mortgage or other encumbrance whether or not voluntary, created in good faith, or given for value, shall be deemed to be accepted or created subject to each of the terms and conditions of the Power of Attorney described in this Section.

ARTICLE XVII

17. Covenants in Favor of Local Jurisdiction.

17.1 Local Jurisdiction.

The local governmental entity with primary jurisdiction over this residential development is the City of Santa Paula, State of California ("City"). Both the Association and Owners shall, at all times, abide by all applicable ordinances, laws, regulations, and requirements imposed on the development pursuant to City approvals for Project No. 2025-CDP-01 (Address: 895 Faulkner Rd), including without limitation Conditions of Approval and any mitigation measures in the 2024 General Plan Final Environment Impact Report (FEIR) and FEIR Addendum specific to the project (collectively, "City Requirements").

17.2 Nuisance Abatement and Code Enforcement

The Association shall be responsible for enforcing Owners' compliance with the City Requirements. In the event the Association does not timely enforce compliance, the City may but is not required to pursue enforcement action against an Owner. The Association and responsible Owner will be jointly and severally liable to the City for the actual costs incurred by the City to enforce the City Requirements.

17.3 Modification

The Association shall not remove or amend any of the City Requirements or other provision in favor of the City except by mutual written agreement approved by the City Council.

[Signature page follows]

This Declaration is dated for identification purposes _____, 202__.

"Declarant"

SP Harridge Santa Paula, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____,
a Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public

SUBORDINATION AGREEMENT

The undersigned, as Beneficiary of the beneficial interest in and under that certain Deed of Trust dated _____ and recorded on _____ as Instrument No. _____, in the Official Records of Ventura County, California (the "Deed of Trust") hereby expressly subordinates said Deed of Trust and its beneficial interest thereunder to the foregoing Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for [895 Faulkner Road] ("Declaration"), and to all other interests to be conveyed to the Association in accordance with the Declaration. By executing this Subordination, the undersigned agrees that should the undersigned or its successors or assigns acquire title to all or any portion of the Property by foreclosure (whether judicial or nonjudicial), deed-in-lieu of foreclosure or any other remedy in or relating to the Deed of Trust, the undersigned and such successors and assigns will acquire title subject to the provisions of the Declaration, which shall remain in full force and effect.

Dated: _____, 202__

_____,
_____

By: _____
Name: _____
Its: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
)
COUNTY OF _____)

On _____, before me, _____,
a Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF ANNEXABLE TERRITORY

Lot 1 of Tract No. 6114, as shown on that certain Subdivision Map filed on _____, in Book ____ at Pages ___ through ___, inclusive, of Miscellaneous Records (Maps), in the Office of the Ventura County Recorder;

EXCEPTING THEREFROM:

All of the real property comprising Phase 1 (as described herein).

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Monica Castillo, City Attorney

Subject:

PROJECT NO. 2025-CI-07: AN ORDINANCE AMENDING CHAPTERS 16.52 SWIMMING POOLS, 16.56 AMUSEMENT ARCADES, 16.58 ALCOHOLIC BEVERAGE SALES, 16.60 CHILD DAY CARE FACILITIES, 16.62 ASSEMBLY HALLS, 16.64 COMMUNITY CARE FACILITIES, 16.66 DRIVE-THROUGH FACILITIES, 16.68 NEWRACKS, 16.70 RECYCLING FACILITIES, 16.72 SERVICE STATIONS, 16.74 VENDING MACHINES, 16.75 PROHIBITION ON INDUSTRIAL HEMP CULTIVATION, 16.76 YARD AND GARAGE SALES, 16.77 ELECTRIC VEHICLE CHARGING SYSTEMS; STREAMLINED PERMITTING, 16.78 EMERGENCY SHELTERS, 16.79 REGULATION OF CANNABIS ACTIVITIES, 16.80 SUBDIVISION REGULATIONS, 16.85 CONDOMINIUMS AND CONVERSIONS, 16.96 GRADING PERMITS, 16.97 GRADING REGULATION, 16.98 HILLSIDE GRADING PRACTICES, 16.99 DRAINAGE, EROSION, AND DUST CONTROL, 16.100 GENERAL PROVISIONS, 16.102 PERMIT AND RECLAMATION PLAN, 16.104 REGULATIONS FOR OPERATION OF SURFACE MINE, 16.106 GROWTH MANAGEMENT, 16.108 TRANSPORTATION DEMAND MANAGEMENT, AND 16.110 NONCONFORMITIES 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) OF THE PUBLIC RESOURCES CODE

Date: September 17, 2025

Agenda Item: 11.B

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. 1348, entitled “An Ordinance Amending Chapters 16.52 Swimming Pools, 16.56 Amusement Arcades, 16.58 Alcoholic Beverage Sales, 16.60 Child Day Care Facilities, 16.62 Assembly Halls, 16.64 Community Care Facilities, 16.66 Drive-Through Facilities, 16.68 Newsracks, 16.70 Recycling Facilities, 16.72 Service Stations, 16.74 Vending Machines, 16.75 Prohibition On Industrial Hemp Cultivation, 16.76 Yard And Garage Sales, 16.77 Electric Vehicle Charging Systems; Streamlined Permitting, 16.78 Emergency Shelters, 16.79

Regulation Of Cannabis Activities, 16.80 Subdivision Regulations, 16.85 Condominiums And Conversions, 16.96 Grading Permits, 16.97 Grading Regulation, 16.98 Hillside Grading Practices, 16.99 Drainage, Erosion, And Dust Control, 16.100 General Provisions, 16.102 Permit And Reclamation Plan, 16.104 Regulations For Operation Of Surface Mine, 16.106 Growth Management, 16.108 Transportation Demand Management, And 16.110 Nonconformities 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) Of The Public Resources Code

Presented by: Monica Castillo, City Attorney

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 several batches of development code amendments.

On November 20, 2024, the City Council adopted Ordinance No. 1340 to update its Accessory Dwelling Unit Ordinance to align with State legislation taking effect January 1, 2025.

On April 2, 2025, the City Council adopted Ordinance No. 1343, amending Chapters 160 (Development Impact Fees), 16.01 (Enactment and Applicability), 16.03 (Administration and Enforcement), and 16.05 (Definitions).

On June 4, 2025, the City Council adopted Ordinance No. 1345, amending Chapters 16.07 (Establishment of Zones), 16.09 (Open Space Zones), 16.11 (Agricultural Zones), 16.21 (Industrial Zones), and 16.27 (Airport Zones).

On July 2, 2025, the City Council adopted Ordinance No. 1346, amending Chapters16.13 (Residential Zones), 16.15 (Commercial Zones), 16.23 (Institutional Zones), 16.25 (Airport Zones), 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), 16.40 (General Property Development Standards). Excluded from the ordinance were primary dwelling unit standards (Section 16.13.030) and the City's

inclusionary housing ordinance (Section 16.13.400 et seq.) for further consideration by the Planning Commission.

On September 3, 2025, the City Council considered proposed Ordinance No. 1346 amending Chapters 16.42 (Performance Standards) and 16.44 (Fences, Walls, and Hedges). The Council referred amendments to Sections 16.42.050 (Light and Glare) and 16.44.030(A)(5) back to the Planning Commission for consideration. For Section 16.42.050, Council directed staff to add an exception for blinking holiday lights from the ban on flickering or flashing lights in any residential or commercial zone. It was also requested that a prohibition on strobe lights be included. For Section 16.44.030(A)(5), Council directed staff to replace "Community and Economic Development Department" with "Department" or other term consistent with code definitions.

On August 26, 2025, the Planning Commission adopted Resolution No. 3873 recommending the City Council adopt an ordinance amending Chapters 16.52 Swimming Pools, 16.56 Amusement Arcades, 16.58 Alcoholic Beverage Sales, 16.60 Child Day Care Facilities, 16.62 Assembly Halls, 16.64 Community Care Facilities, 16.66 Drive-Through Facilities, 16.68 Newsracks, 16.70 Recycling Facilities, 16.72 Service Stations, 16.74 Vending Machines, 16.75 Prohibition On Industrial Hemp Cultivation, 16.76 Yard And Garage Sales, 16.77 Electric Vehicle Charging Systems; Streamlined Permitting, 16.78 Emergency Shelters, 16.79 Regulation Of Cannabis Activities, 16.80 Subdivision Regulations, 16.85 Condominiums And Conversions, 16.96 Grading Permits, 16.97 Grading Regulation, 16.98 Hillside Grading Practices, 16.99 Drainage, Erosion, And Dust Control, 16.100 General Provisions, 16.102 Permit And Reclamation Plan, 16.104 Regulations For Operation Of Surface Mine, 16.106 Growth Management, 16.108 Transportation Demand Management, and 16.110 Nonconformities and finding the action exempt from CEQA.

The proposed ordinance is now before the City Council for its consideration.

ANALYSIS:

Code Update - Renumbering & References

The revisions to Chapters 16.52 Swimming Pools, 16.56 Amusement Arcades, 16.58 Alcoholic Beverage Sales, 16.60 Child Day Care Facilities, 16.62 Assembly Halls, 16.64 Community Care Facilities, 16.66 Drive-Through Facilities, 16.68 Newsracks, 16.70 Recycling Facilities, 16.72 Service Stations, 16.74 Vending Machines, 16.75 Prohibition On Industrial Hemp Cultivation, 16.76 Yard And Garage Sales, 16.77 Electric Vehicle Charging Systems; Streamlined Permitting, 16.78 Emergency Shelters, 16.79 Regulation Of Cannabis Activities, 16.80 Subdivision Regulations, 16.85 Condominiums And Conversions, 16.96 Grading Permits, 16.97 Grading Regulation, 16.98 Hillside Grading Practices, 16.99 Drainage, Erosion, And Dust Control, 16.100 General Provisions, 16.102 Permit And Reclamation Plan, 16.104 Regulations For Operation Of Surface Mine, 16.106 Growth Management, 16.108 Transportation Demand Management, and 16.110 Nonconformities, are a result of the City initiated Municipal Code amendment.

If the ordinance is adopted, these chapters would be renumbered to run sequentially and internal cross-references updated for consistency with development code changes made earlier. References to "Planning Director" will be replaced with "Director", which definition includes the current title of Community and Economic Development Director. A redline of

these largely administrative technical changes will be provided to the City Council at or before the meeting.
Substantive amendments to these chapters recommended by the Planning Commission will return to Council at a future meeting.

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 may:

1. Decline to introduce Ordinance No. 1348.
2. Direct staff as desirable.

ATTACHMENTS:

A - Ordinance - Chapters 16.52 - 16.110
Redline-c1.pdf

ATTACHMENT A

ORDINANCE NO. 1348

ORDINANCE NO. 1346

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA AMENDING CHAPTERS 16.52 SWIMMING POOLS, 16.56 AMUSEMENT ARCADES, 16.58 ALCOHOLIC BEVERAGE SALES, 16.60 CHILD DAY CARE FACILITIES, 16.62 ASSEMBLY HALLS, 16.64 COMMUNITY CARE FACILITIES, 16.66 DRIVETHROUGH FACILITIES, 16.68 NEWSRACKS, 16.70 RECYCLING FACILITIES, 16.72 SERVICE STATIONS, 16.74 VENDING MACHINES, 16.75 PROHIBITION ON INDUSTRIAL HEMP CULTIVATION, 16.76 YARD AND GARAGE SALES, 16.77 ELECTRIC VEHICLE CHARGING SYSTEMS; STREAMLINED PERMITTING, 16.78 EMERGENCY SHELTERS, 16.79 REGULATION OF CANNABIS ACTIVITIES, 16.80 SUBDIVISION REGULATIONS, 16.85 CONDOMINIUMS AND CONVERSIONS, 16.96 GRADING PERMITS, 16.97 GRADING REGULATION, 16.98 HILLSIDE GRADING PRACTICES, 16.99 DRAINAGE, EROSION, AND DUST CONTROL, 16.100 GENERAL PROVISIONS, 16.102 PERMIT AND RECLAMATION PLAN, 16.104 REGULATIONS FOR OPERATION OF SURFACE MINE, 16.106 GROWTH MANAGEMENT, 16.108 TRANSPORTATION DEMAND MANAGEMENT, AND 16.110 NONCONFORMITIES 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) 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;

WHEREAS, Staff has been reviewing Santa Paula Municipal Code ("SPMC") Chapters 16.52 Swimming Pools, 16.56 Amusement Arcades, 16.58 Alcoholic Beverage Sales, 16.60 Child Day Care Facilities, 16.62 Assembly Halls, 16.64 Community Care Facilities, 16.66 Drive-Through Facilities, 16.68 Newsracks, 16.70 Recycling Facilities, 16.72 Service Stations, 16.74 Vending Machines, 16.75 Prohibition On Industrial Hemp

Cultivation, 16.76 Yard And Garage Sales, 16.77 Electric Vehicle Charging Systems; Streamlined Permitting, 16.78 Emergency Shelters, 16.79 Regulation Of Cannabis Activities, 16.80 Subdivision Regulations, 16.85 Condominiums And Conversions, 16.96 Grading Permits, 16.97 Grading Regulation, 16.98 Hillside Grading Practices, 16.99 Drainage, Erosion, And Dust Control, 16.100 General Provisions, 16.102 Permit And Reclamation Plan, 16.104 Regulations For Operation Of Surface Mine, 16.106 Growth Management, 16.108 Transportation Demand Management, and 16.110 Nonconformities for inconsistencies, outdated language, and/or conflicts with current state law;

WHEREAS, while staff completes its review for recommended substantive updates, it was decided that the renumbering of these chapters should be completed first so that they run sequentially with prior and future proposed Development Code amendments and can be more conveniently referenced-back.

WHEREAS, on August 26, 2025 the Planning Commission, after considering the proposed amendments renumbering the Development Code chapters and making like administrative changes, adopted Resolution No. 3873 recommending the City Council adopt the proposed amendments.

WHEREAS, on September 17, 2025, the City Council held a duly-noticed public hearing to consider the proposed Ordinance, including the public testimony and agenda report prepared in connection with the proposed Ordinance and consideration and recommendation by the City's Planning Commission; and

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

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

SECTION 2. CEQA. 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 Ordinance is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be 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.

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 recognize these changing conditions by updating terms and creating a more intuitive sequential numbering scheme for code users to follow.

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

C. *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. The amendment updates terms and creates a more intuitive sequential numbering scheme for code users to follow. Nothing in the proposed amendment would create an inconsistency with the goals, policies and objectives of the 2040 General Plan.

A. *The proposed code amendment will not adversely affect surrounding properties.* The proposed amendment will not adversely affect surrounding properties because the amendments are administrative in nature intended to update terms and create a more intuitive sequential numbering scheme for code users to follow.

B. *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 because the proposed amendments update terms to reflect current City practices and create a more intuitive sequential numbering scheme for code users to follow.

SECTION 5. Code Amendment. Chapters 16.52 Swimming Pools, 16.56 Amusement Arcades, 16.58 Alcoholic Beverage Sales, 16.60 Child Day Care Facilities, 16.62 Assembly Halls, 16.64 Community Care Facilities, 16.66 Drive-Through Facilities, 16.68 Newsracks, 16.70 Recycling Facilities, 16.72 Service Stations, 16.74 Vending Machines, 16.75 Prohibition On Industrial Hemp Cultivation, 16.76 Yard And Garage Sales, 16.77 Electric Vehicle Charging Systems; Streamlined Permitting, 16.78 Emergency Shelters, 16.79 Regulation Of Cannabis Activities, 16.80 Subdivision Regulations, 16.85 Condominiums And Conversions, 16.96 Grading Permits, 16.97 Grading Regulation, 16.98 Hillside Grading Practices, 16.99 Drainage, Erosion, And Dust Control, 16.100 General Provisions, 16.102 Permit And Reclamation Plan, 16.104 Regulations For Operation Of Surface Mine, 16.106 Growth Management, 16.108 Transportation Demand Management, and 16.110 Nonconformities of the Santa Paula Municipal Code are hereby amended and restated to read in their entirety as provided in Exhibit “A,” attached hereto and incorporated herein by reference.

SECTION 6. 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.

CITY OF SANTA PAULA:

_____
Pedro Chavez, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, City Attorney

EXHIBIT A

CHAPTER 16.26:SWIMMING POOLS

Section

16.26.010 Purpose and intent

16.26.020 Permitted location

16.26.030 Fences, walls and gates

16.26.040 Decks

16.26.050 Other applicable regulations

§ 16.26.010 PURPOSE AND INTENT.

(A) The purpose of this chapter is to provide minimum standards to protect neighborhood aesthetics and to guard against impacts to adjoining properties.

(B) Any property owner wishing to construct a swimming pool must submit plans for the swimming pool to the Planning Department, and must have received written approval of such plans prior to obtaining building permits, in accordance with the provisions of this chapter.

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

§ 16.26.020 PERMITTED LOCATION.

No swimming pool, hot tub, spa, or similar body of water, or pool equipment, may be located within three feet of any property line, or within any front or side yard setbacks.

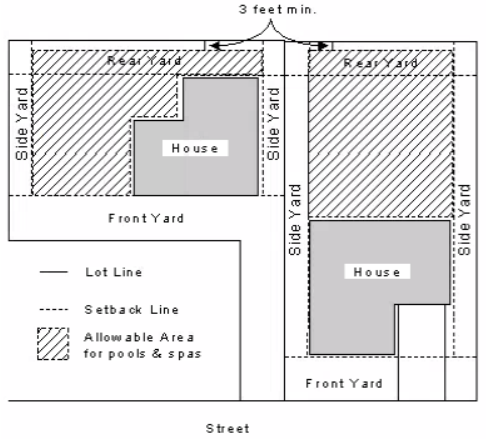


Figure 26-1

Allowable Area for Pools & Spas

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

§ 16.26.030 FENCES, WALLS AND GATES.

All fences, walls and gates required by the Building Code must also meet the requirements of Chapter 16.22(Fences, Walls & Hedges).

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

§ 16.26.040 DECKS.

(A) Above ground decks must comply with all setback requirements of the applicable zone.

(B) Ground level decks may be constructed to the property line, provided adequate drainage features are available to prevent overflow or splash water from the pool from draining onto the adjacent property.

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

§ 16.26.050 OTHER APPLICABLE REGULATIONS.

In addition to the requirements contained in this chapter, any applicable requirements in the following chapter(s) apply:

Chapter 154: Swimming Pools

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

CHAPTER 16.27:AMUSEMENT ARCADES

Section

16.27.010 Development standards and use conditions

16.27.020 Existing businesses

§ 16.27.010 DEVELOPMENT STANDARDS AND USE CONDITIONS.

All amusement centers or arcades will be subject to the following restrictions and requirements:

(A) No arcade will be permitted within 200 feet of any school, church, hospital, convalescent hospital, retirement home, residence, or public playground. The 200-foot distance will be measured from the front entrance of the arcade building to the nearest property line of the use listed in this division.

(B) All windows must be kept clear of any item or tint that obscures full view from the exterior to inside the business.

(C) All arcades must obtain a Conditional Use Permit. In deliberating the granting of a Conditional Use Permit, the following factors will be considered:

(1) Possible requirements for parking of vehicles, bikes and mopeds;

(2) Possible requirements for restroom facilities;

(3) Possible restrictions on food and alcohol consumption on the premises;

(4) Possible restriction of operating hours and use of the premises by school children during school hours;

(5) Possible requirements for adult supervision and/or security;

(6) Possible requirements for outdoor lighting and trash receptacles;

(7) Possible limitation on the number of machines allowed per square footage of public floor space;

(8) Possible requirement for change machine or insurance of availability of change;

(9) Possible requirement for indoor lighting and noise-attenuation devices;

(10) Possible requirement for a camera/video surveillance system;

(11) Possible requirement for “no loitering” signs;

(12) Any other factors which could cause a detrimental atmosphere to the community so as to limit disturbances to the residents of the city; and

(13) The proximity of the arcade to any residential uses.

(D) The Planning Commission will have the authority to deny a Conditional Use Permit for an amusement arcade if the Commission determines that the arcade cannot be operated in a given location in a manner that will not generate problems or incompatibilities with neighboring uses.

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

§ 16.27.020 EXISTING BUSINESSES.

Any person, upon the effective date of this section, operating an arcade and holding a valid business license for such operation, is exempt from the provisions of this section; provided, however, that no expansion of the use will be permitted without the facility complying with the provisions of this section. Expansion will include any increase in the number of machines or in floor area after the effective date of this chapter.

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

CHAPTER 16.28:ALCOHOLIC BEVERAGE SALES

Section

16.28.010 Development standards and use conditions

16.28.020 Existing businesses

16.28.030 Temporary sales of alcoholic beverages

§ 16.28.010 DEVELOPMENT STANDARDS AND USE CONDITIONS.

Any use providing alcohol beverage sales for either on-site or off-site consumption is subject to the following standards and conditions on use:

(A) All new sales of alcohol, with the exception of temporary sales as specified in 16.28.030 of this chapter, must obtain a Conditional Use Permit.

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

(C) Except for temporary sales of alcohol citywide and except for alcohol sales for on-site consumption within the Central Business District, sale of alcoholic beverages within 300 feet of a public or private school is prohibited on weekdays between the hours or 7:00 a.m. and 6:00 p.m.

(D) The proposed use must not adversely affect adjacent or nearby properties.

(E) Adequate litter receptacles must be provided.

(F) Where the proposed use is near residential uses, it must be limited in hours of operation, or designed and operated, so as to avoid disruption of residents' sleep between the hours of 10:00 p.m. and 7:00 a.m.

(G) No signs advertising any kind of alcoholic product which will be easily visible from the exterior of the business will be permitted. This prohibition does not apply to business signage representing a registered company name.

(H) Windows must be kept free of signs and other obstructions to allow visual inspection from the outside.

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

(J) No provision in this section is intended to conflict with the authority of the State of California Bureau of Alcoholic Beverage Control (ABC) to issue alcohol sales licenses. Before commencing the proposed use, applicants seeking a Conditional Use Permit for new alcohol sales are required to obtain the appropriate license from ABC in accordance with state law.

(Ord. 1100, passed 7-6-04; Am. Ord. 1194, passed 7-7-08; Am. Ord. 1316, passed 5-18-22; Am. Ord. 1320, passed 1-1823)

§ 16.28.020 EXISTING BUSINESSES.

(A) Any establishment that has continuously held an active alcohol sales license from the State of California Bureau of Alcoholic Beverage Control (ABC) to sell alcoholic beverages as of a date before July 6, 2004 (the date when the city's requirement for a Conditional Use Permit went into effect), is exempt from the provisions of this chapter; provided, however, that no expansion of the use will be permitted without the facility complying with the provisions of this chapter, including the securing of a Conditional Use Permit. Expansion includes any increase in square footage of a business, or request for increase in license privileges on or after July 6, 2004.

(B) Notwithstanding the exemption from this chapter under division (A), all sales of alcohol legally established prior to July 6, 2004 (the date when the city's requirement for a Conditional Use Permit went into effect) will expire in the event that the licensee or owner closes the establishment for more than 30 days, except in the case of a remodeling, fire, natural disaster, or other physical calamity beyond the control of the owner. In such cases, the use will expire within one year.

(Ord. 1100, passed 7-6-04; Am. Ord. 1316, passed 5-18-22)

§ 16.28.030 TEMPORARY SALES OF ALCOHOLIC BEVERAGES.

(A) Notwithstanding the provisions of Chapter 16.09 (Commercial Zones), sales of alcoholic beverages may take place for a maximum of one day without the necessity of obtaining a conditional use permit. Such one-day events are prohibited within 1,000 feet of community street fairs, carnivals, festivals and parades which have been approved by the City Council. However, this prohibition does not preclude the sale of alcohol at these community events if approved by the City Council.

(B) Temporary sales lasting not more than three days, or any portion thereof over one, must be approved in advance by the City Council. The Council may establish conditions regarding such sales to assure compliance with city codes and the health, safety and welfare of the public. The City Council may deny such requests if it finds that the prior history of the organization or individual requesting the sale warrants such a denial or if the potential impacts of traffic congestion, loitering, crime, public drunkenness or other problems appear to be of a magnitude that cannot be overcome through the imposition of conditions. Such events are prohibited within 1,000 feet of community street fairs, carnivals, festivals and parades that have been approved by the City Council. However, this prohibition will not preclude the sale of alcohol at the site of these community events if approved by the City Council.

(Ord. 1100, passed 7-6-04; Am. Ord. 1316, passed 5-18-22)

CHAPTER 16.29:CHILD DAY CARE FACILITIES

Section

16.29.010 Development standards and use conditions

16.29.020 Child day care centers

16.29.030 Small family day care homes

16.29.040 Large family day care homes

§ 16.29.010 DEVELOPMENT STANDARDS AND USE CONDITIONS.

(A) All child day care facilities must comply with all applicable state licensing laws at all times.

(B) Required parking spaces must be provided for all child day care facilities in accordance with Chapter 16.23 (Off-street Parking and Loading) of this Title 16.

(C) Outdoor play areas must be provided consistent with state requirements, based on maximum capacity. Outdoor play areas must not be located within required front yards or street facing side yards of residential properties, or within 20 feet of the ultimate public right-of-way for commercial or industrial properties.

(D) All child day care facilities must comply with noise standards for the underlying zone, as outlined in Chapter 93 of the Santa Paula Municipal Code and the Noise Element of the City of Santa Paula General Plan.

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

§ 16.29.020 CHILD DAY CARE CENTERS.

Child day care centers as defined in Cal. Health & Safety Code 1596.76 are permitted in the C-G General Commercial zones, subject to design review as outlined in Chapter 16.67 of this Title 16, and conditionally in all residential, commercial and light industrial zones, pursuant to Chapter 16.63 (Conditional Use Permits).

(A) *Operating standards*. The following operating standards apply for day care centers.

(1) The hours of operation for any child day care center must be compatible with the permitted uses in the surrounding area.

(2) Outdoor activities may only be conducted between the hours of 8:00 a.m. and 6:00 p.m. in residential zones and 6:00 a.m. and 7:00 p.m. in all other zones.

(3) No outdoor play area may be located within ten feet of a residentially zoned property.

(4) Where a child day care center 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.

(5) In addition to the parking requirements outlined in Chapter 16.23 (Off-street Parking), three parking spaces must be provided for the loading and unloading of children. Where on-street parking is available along the street frontage of the day care center, only two of these spaces are required on site.

(6) Loading and unloading areas must be located so that children do not cross traffic to reach the facility. The loading and unloading areas must be designed to minimize interference with traffic and promote safety of the children.

(7) The provider must secure the appropriate child day care license, as required by the State of California Department of Social Services. Proof of such license must be submitted to the Director prior to a certificate of occupancy being issued to the day care center.

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

§ 16.29.030 SMALL FAMILY DAY CARE HOMES.

Small family day care homes as defined in Cal. Health & Safety Code 1597.44 are permitted by right in all residential zones in the city, pursuant to Cal. Health & Safety Code 1597.45. The provider must secure a small family day care home license from the State of California Department of Social Services. In accordance with Cal. Health & Safety Code 1597.45, small family daycares homes are not required to obtain a City of Santa Paula business license or home occupation permit.

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

§ 16.29.040 LARGE FAMILY DAY CARE HOMES.

The purpose of this section is to set forth the standards, restrictions, and requirements for the operation of large family day care homes, as defined in Cal. Health & Safety Code 1597.465, on properties zoned for single-family dwellings. Large family day care homes are permitted as an accessory use for a dwelling located in a residential zone, subject to design review as outlined in Chapter 16.67 of this Title 16, and pursuant to the Cal. Health & Safety Code 1597.46(a)(2).

(A) *Operating standards*. The following operating standards apply for large family day care homes.

(1) *Parking*.

(a) One parking space for each employee not residing in the Large Family Day Care Home dwelling, plus the two parking spaces required for the occupants of the single family residence as required in Chapter 16.23 (Off-Street Parking).

(b) Three parking spaces for the loading and unloading of children. Where on-street parking is available along the street frontage of the Large Family Day Care Home site, only one of these spaces is required on site.

(c) Not more than three of the parking spaces required herein, located side by side, will be permitted within the required front yard setback area, provided that such parking space does not block a public sidewalk or right-of-way.

(d) Up to two of the required on-site parking spaces may be located in tandem behind the required parking spaces for the occupants of the dwelling or for employees. However, in no instance will such tandem parking result in more than one parking space behind each required occupant or employee parking space.

(2) *Traffic control*.

(a) Residences located on major arterial streets must provide a child drop-off/pick-up area designed to prevent vehicles from backing onto the major arterial roadway.

(b) The width of the street fronting the Large Family Day Care may not be less than the State of California standard minimum street width, which is 40 feet.

(3) *Noise*. Noise from outdoor play areas must be kept to a level consistent with residential neighborhoods. To reduce possible noise impacts, outdoor play/activity areas must only be used between the hours of 8:00 a.m. to 6:00 p.m. The operation of the facility must comply with residential noise standards contained in 16.19.070 (Performance Standards, Noise) and the Noise Element of the City of Santa Paula general plan.

(4) *Separation*. As a means to maintain the integrity of residential neighborhoods, new large family day care homes must not be located within 300 feet of an existing state licensed Large Family Day Care Home or within 300 feet of any other child day care center licensed to care for 13 or more children.

(5) *Residential use*. In accordance with Cal. Health & Safety Code 1597.43(a), the Large Family Day Care Home must not fundamentally alter the nature of the underlying residential use. Accordingly, the following standards apply to large family day care homes:

(a) The residence must be in compliance with the development standards for the zone, including, but not limited to, minimum lot size, lot coverage, parking, fencing, and screening of trash receptacles.

(b) The proposed use must comply with all State Fire Marshal requirements for building and safety that apply to large family daycare homes, and with all local building and fire codes which apply to single-family residences.

(c) The day care home must be the principal residence of the provider, and its use as a daycare home must be clearly incidental and secondary to the use of the property for residential purposes.

(d) The facility must be operated in a manner so as not to appear as a commercial operation, and the property must be maintained to preserve the general appearance and character of the residential neighborhood. Play equipment must not be located within the required front yard setback of the property so as to appear as a commercial child-care center.

(e) No structural changes may be proposed that will alter the character of the building as a residence.

(f) The facility will be operated in a manner that will not adversely affect adjoining residences nor be detrimental to the character of the residential neighborhood.

(g) Signs for the day care home must comply with Chapter 16.24 for signs in residential zones.

(h) The provider must secure a large family day care home license, as required by the State of California Department of Social Services.

(B) *Application procedures*. An application for Design Review must be filed with the Planning Department pursuant to Chapter 16.67. Operation of a large family daycare is not subject to a home occupation permit; however, such facilities must secure a business license with the City of Santa Paula.

(C) *Pre-existing Large Family Day Care Homes*.

(1) Those Large Family Day Care Homes that exist on the effective date of this title, and on that date have a valid Large Family Day Care Home license issued by the State of California, are considered legal non-conforming uses. Such nonconforming use may continue until the renewal date required for State of California licensing of the provider's large family day care home. If the provider does not apply for approval of his/her large family day care home pursuant to this chapter by the date required for state licensing renewal, then the legal non-conforming use will be deemed to terminate.

(2) In those instances where an application has been filed in a timely manner, and the Director finds that numerous conditions must be applied to make the non-conforming large family day care home consistent with this chapter, the Director may extend the valid non-conforming use status up to five years. This extension by the Director would be granted only as a means to give the applicant adequate time to satisfy the operating standards provided in this section. If the operating standards are not satisfied within the extension period granted by the Director, the legal non-conforming use will terminate.

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

CHAPTER 16.30:ASSEMBLY HALLS

Section

16.30.010 Definitions

16.30.020 Compliance with permit requirements

16.30.030 Parking requirements

16.30.040 Compatibility with surrounding uses

§ 16.30.010 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:

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; religious institutions; clubs; lodges; and similar kinds of facilities whether available for public or private use.

(Ord. 1106, passed 6-21-04)

§ 16.30.020 COMPLIANCE WITH PERMIT REQUIREMENTS.

Any ancillary uses affiliated with an assembly hall must be specifically identified and permitted by a validly issued conditional use permit pursuant to this chapter or be separately permitted in accordance with the requirements for that zone. For example, and without limitation, a day care center or private school associated with an assembly hall must be identified as an authorized use in the conditional use permit.

(Ord. 1106, passed 6-21-04)

§ 16.30.030 PARKING REQUIREMENTS.

(A) Off-street parking must be provided in accordance with the requirements set forth in this title including, without limitation, landscaping requirements.

(B) Where an assembly hall is established in a residential zone, the required front yard may not be used for parking vehicles.

(Ord. 1106, passed 6-21-04)

§ 16.30.040 COMPATIBILITY WITH SURROUNDING USES.

(A) All buildings, structures, and landscaping must be developed and maintained in a manner compatible with development on surrounding properties.

(B) For assembly halls located within or adjacent to a residential zone, the Planning Commission may condition hours of operation to ensure compatibility with adjacent residential uses.

(Ord. 1106, passed 6-21-04)

CHAPTER 16.31:COMMUNITY CARE FACILITIES

Section

16.31.010 Definitions

16.31.020 CUP required

16.31.030 Findings required

§ 16.31.010 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 given a meaning by this section have the meaning set forth in this title and as set forth in Cal. Health & Safety Code 1502.

COMMUNITY CARE FACILITY or ***GROUP HOME*** has the same meaning as set forth in Cal. Health & Safety Code 1502 where six or more persons live together.

OVERCONCENTRATION means the presence of one or more community care facilities, or similar uses, located within 300 feet of a proposed community care facility site.

(Ord. 1107, passed 6-21-04)

§ 16.31.020 CUP REQUIRED.

Community care facilities require a conditional use permit issued pursuant to this title and may only be located in general commercial, residential, and mixed-use residential/commercial zones.

(Ord. 1107, passed 6-21-04)

§ 16.31.030 FINDINGS REQUIRED.

A conditional use permit may be issued if the Planning Commission, or, if applicable, the City Council finds as follows:

(A) Permitting the use would not result in an overconcentration of community care facilities within the area where the facility is proposed to be operated;

(B) The proposed community care facility would not be located within one mile of an elementary school if a person convicted of a sex offense against a minor pursuant to Cal. Health & Safety Code 1564 would reside at the community care facility;

(C) The proposed community care facility can be developed and maintained in a manner compatible with surrounding land uses;

(D) Permitting the use would not otherwise be detrimental to public health, safety, or welfare, subject to the limitations of applicable law.

(Ord. 1107, passed 6-21-04)

CHAPTER 16.32:DRIVE-THROUGH FACILITIES

Section

16.32.010 Intent and purpose

16.32.020 Development standards and conditions

§ 16.32.010 INTENT AND PURPOSE.

The purpose of this section is to ensure that drive-through facilities do not result in adverse impacts on adjacent properties and residents or on surrounding neighborhoods due to customer and employee parking demand, traffic generation, noise, light, litter, or cumulative impact of such demands in one area, consistent with the goals, objectives, and policies of the General Plan.

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

§ 16.32.020 DEVELOPMENT STANDARDS AND CONDITIONS.

Drive-through facilities may be permitted only with approval of a Conditional Use Permit. The use must comply with the property development standards of the underlying district, as well as the provisions of this section.

(A) The minimum lot size of any drive-through facility must be 20,000 square feet.

(B) The following standards apply:

(1) Drive-through facilities must have two-way driveways.

(2) Minimum queuing distances must be provided as illustrated in Figure 66-1.

(3) A parking and vehicular circulation plan encompassing adjoining streets and alleys must be submitted for review and approval by the City Engineer Services prior to approval of a Conditional Use Permit.

(4) A minimum of one outdoor trash receptacle must be provided on-site adjacent to each driveway exit. At least one

additional on-site outdoor trash receptacle must be provided for every ten required parking spaces.

(5) Employees must collect on-site and off-site litter including food wrappers, containers, and packaging from restaurant products generated by customers within a radius of 300 feet of the property at least once per business day.

(6) No noise-generating compressors or other such equipment must be placed on or near any property line adjoining any residential district or any property used for residential purposes.

(7) Drive-up or drive-through speaker systems must not emit more than 50 decibels 4 feet between the vehicle and the speaker and must not be audible above the daytime ambient noise levels beyond the property boundaries. The system must be designed to compensate for ambient noise levels in the immediate area.

(8) On any lot where a drive aisle or driveway is located such that vehicle headlights will shine onto an adjacent property zoned for residential

231

2013 S-18

use, a screen wall must be provided to the satisfaction of the Director.

(Ord. 1100, passed 7-6-04; Am. Ord. 1245, passed 9-4-12)

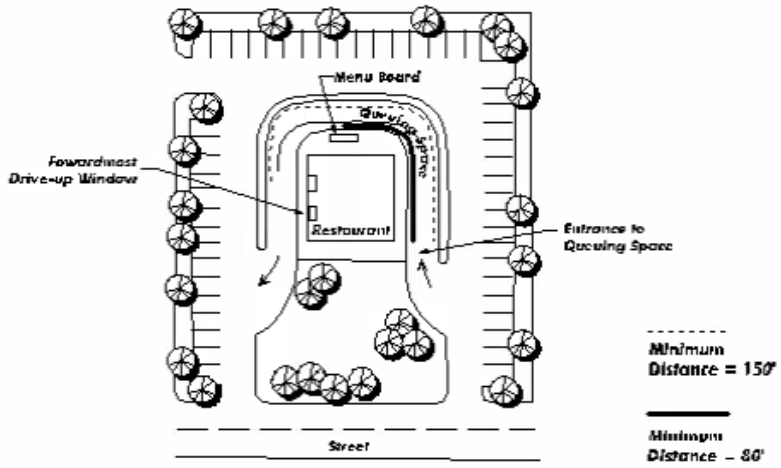


Figure 66-1

Drive-through Facilities

CHAPTER 16.33:NEWSRACKS

Section

16.33.020 Purpose

Division 1: General Provisions

16.33.030 Definitions

16.33.040 Administration

16.33.050 Prohibitions

16.33.060 Encroachment permits

16.33.070 Notices

16.33.080 Fees

Division 2: Permits

16.33.090 Application form and content
16.33.100 Change in application information
16.33.110 Time for reviewing application
16.33.120 Permit issuance
16.33.130 Permit denial
16.33.140 Notice of denial
16.33.150 Expedited review
16.33.160 Term; renewal
16.33.170 Uniform newsracks

Division 3: Permit Conditions; Newsrack Regulations

16.33.180 Permit conditions
16.33.190 Installation requirements
16.33.200 Prohibited areas
16.33.210 Maintenance
16.33.220 Harmful matter

Division 4: Appeal

16.33.230 Right of administrative review
16.33.240 Time for administrative review
16.33.250 Commencement of administrative review
16.33.260 Administrative review
16.33.270 City Manager decision final

Division 5: Enforcement

16.33.280 Minor violations
16.33.290 Notice of hearing for newsrack removal
16.33.300 Hearing procedure
16.33.310 Compliance with removal order
16.33.320 Recovering city expenses
16.33.330 Emergency removal
16.33.340 Abandonment; disposal
16.33.350 Enforcement
16.33.360 Liability for fines

Division 6: Preexisting Newsracks

16.33.370 Existing newsracks

§ 16.33.020 PURPOSE.

This chapter is adopted in accordance with California Constitution Article XI, 7, for the purpose of establishing uniform regulations for allowing newsracks to be placed within the public right-of-way. The

city's intent in adopting this chapter is to establish reasonable time, place, and manner restrictions on the commercial use of public right-of- ways in order to preserve public health, safety, and welfare.

(Ord. 1101, passed 6-21-04)

DIVISION 1: GENERAL PROVISIONS

§ 16.33.030 DEFINITIONS.

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

ADMINISTRATOR means the City Manager or designee.

BLINDER RACK means any opaque material placed in front of the harmful matter and within the publication vending machine which prevents exposure to public view.

DRIVEWAY means a surfaced area which is designed or used for vehicular access between a lot and a public street.

HARMFUL MATTER means matter which when taken as a whole, predominantly appeals to the prurient interests of the average person, applying contemporary statewide standards, meaning a shameful or morbid interest in nudity, sex, or excretion, and which is patently offensive to the prevailing standards in the adult community as a whole with respect to what is suitable material for minors, and lacks significant literary, artistic, political, educational, or scientific value for minors. When it appears from the nature of the matter or the circumstances of its dissemination, distribution or exhibition that it is designed for clearly defined deviant sexual groups, the predominant appeal of the matter must be judged with reference to its intended recipient group.

LOT has the same meaning as set forth in the zoning regulations of this Code.

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

PERMIT means a permit issued to a person pursuant to this chapter allowing a newsrack to be installed within a specifically designated portion of a public right-of-way. ***PERMIT*** may also include a uniform newsrack permit issued in accordance with this chapter.

PERMITTEE means a person or entity to whom a permit was issued pursuant to this chapter.

PUBLIC RIGHT-OF-WAY means any city street, sidewalk, pedestrian path, bike path or any other "public way," as defined by Cal. Sts. & High. Code 18609, and any successor statute.

PUBLIC STREET means any city street or public right-of-way including, without limitation, the curb and gutter.

UNIFORM NEWSRACK means a newsrack of a style, size and color designated by Council by resolution for permanent installation.

(Ord. 1101, passed 6-21-04)

§ 16.33.040 ADMINISTRATION.

The administrator is authorized to receive applications, issue and revoke permits, and otherwise administer and implement this chapter.

(Ord. 1101, passed 6-21-04)

§ 16.33.050 PROHIBITIONS.

It is unlawful for any person to install, place or maintain a newsrack or uniform newsrack in any public right-of-way that violates any provision of this chapter including, without limitation, failing to obtain a permit issued pursuant to this chapter.

(Ord. 1101, passed 6-21-04)

§ 16.33.060 ENCROACHMENT PERMITS.

Persons who obtain a permit pursuant to this chapter are not required to also obtain an encroachment permit under this code to install newsracks.

(Ord. 1101, passed 6-21-04)

§ 16.33.070 NOTICES.

(A) Where the provisions of this chapter require that an applicant/permittee be served with notice, such notice is deemed served when personally delivered to the applicant/permittee; when deposited in first class United States Mail, addressed to the applicant/permittee's last known address; or when sent via facsimile to the applicant/permittee's last known facsimile number.

(B) Unless otherwise provided, written notification to a permittee/applicant of a permit decision will state with particularity the basis for such decision.

(Ord. 1101, passed 6-21-04)

§ 16.33.080 FEES.

All fees applicable to this chapter are established by City Council resolution.

(Ord. 1101, passed 6-21-04)

DIVISION 2: PERMITS

§ 16.33.090 APPLICATION FORM AND CONTENT.

(A) Permit applications must be filed by a natural person in the name of each applicant proposing to obtain a permit.

(B) Every application must be signed by the applicant, or the applicant's authorized representative, under penalty of perjury.

(C) Permit applications, and permits, will be in a form prescribed by the administrator and contain all of the following information:

(1) The name, mailing address, and daytime and evening telephone numbers of the person filing the application;

(2) The proposed location for the newsrack; and

(3) Such additional information as the administrator may reasonably require to process the application.

(D) Applications must be accompanied by a permit fee.

(Ord. 1101, passed 6-21-04)

§ 16.33.100 CHANGE IN APPLICATION INFORMATION.

(A) Whenever any change occurs in the information contained in the permit, the permittee must give the administrator written notice of the change within 30 days of the date that the change becomes effective.

(B) If a permittee fails to give the administrator timely written notice of a change in the information contained in the application, the administrator may charge the permittee an additional administrative fee.

(Ord. 1101, passed 6-21-04)

§ 16.33.110 TIME FOR REVIEWING APPLICATION.

After receiving a completed application, the administrator must review the application and either issue or deny a permit within 30 days.

(Ord. 1101, passed 6-21-04)

§ 16.33.120 PERMIT ISSUANCE.

(A) The administrator must issue a permit if:

(1) The application was complete in accordance with this chapter;

(2) There are no grounds for denying the permit; and

(3) The applicant accepts the permit in writing.

(B) Use of any permit issued pursuant to this chapter must conform to the permit conditions of this chapter.

(Ord. 1101, passed 6-21-04)

§ 16.33.130 PERMIT DENIAL.

A permit can be denied for the following reasons:

(A) The application is incomplete;

(B) The applicant failed to provide reasonable supplemental application information requested by the administrator;

(C) Information submitted by the applicant is materially false;

(D) The application is submitted by a person with a suspended permit or whose permit was revoked; or

(E) The application seeks authorization for a newsrack that is prohibited by this code or unlawful under any other local, state, or federal law.

(Ord. 1101, passed 6-21-04)

§ 16.33.140 NOTICE OF DENIAL.

Where the administrator denies a permit, the administrator must serve notice to the applicant.

(Ord. 1101, passed 6-21-04)

§ 16.33.150 EXPEDITED REVIEW.

Pursuant to Cal. Civ. Proc. Code 1094.8(c), and any successor statute or regulation, the permits under this chapter are designated for expedited judicial review pursuant to the procedure set forth in Cal. Civ. Proc. Code 1094.8, or any successor statute or regulation.

(Ord. 1101, passed 6-21-04)

§ 16.33.160 TERM; RENEWAL.

Unless suspended or revoked, permits issued pursuant to this chapter have a term of one year. Permits must be renewed not later than 30 days before they expire in order to be maintained. Should a permit expire, the permittee must comply with this chapter to obtain a new permit.

(Ord. 1101, passed 6-21-04)

§ 16.33.170 UNIFORM NEWSRACKS.

(A) By resolution, the Council may from time to time establish uniform newsrack locations. The Council must first hold a public hearing, for which notice must be sent at least 15 days in advance to all persons requesting notice, or whose name and address appears on an existing newsrack in the

subject location, and after such hearing must find that the location carries a substantial volume of pedestrian or vehicular traffic, that uniform newsracks are feasible at the location, and that it is in the public interest for such newsracks.

(B) The resolution must describe the location; designate the particular point(s) at that location where uniform newsracks may be installed; specify the maximum number of uniform newsracks to be allowed at the location; and specify the style, size, color or other attributes required of uniform newsracks at the location. Such specification should not require uniform newsracks made by any particular manufacturer. The resolution may direct the administrator to install a kiosk(s), pedestal(s), or other support structure to accommodate a stated number of newsracks.

(C) No person may install a uniform newsrack at a uniform newsrack location without first obtaining a uniform newsrack permit from the administrator.

(D) Upon the adoption of a resolution by Council establishing a uniform newsrack location, interested persons may apply for such permit. The administrator must hold all such applications for 30 days after the date the resolution was adopted and may then issue all permits applied for up to the maximum number established, if any, in the resolution.

(E) Permits are determined by a random selection process. The first application identified by random selection will be issued a permit for the most favorable location, and so on until the maximum number, if any, is reached. Applicants seeking permits for more than one newsrack in a single location will be allotted adjacent spaces. The remaining applications must be denied and the applicants notified. Where fewer applications are received than the maximum number of positions allowed by the resolution, permits for the remaining positions may be allotted on a first-come, first-served basis.

(F) Each year, during the month of December, the administrator must draw lots in the above manner for permits for the next calendar year from among those holding permits and any new applications received by December 1.

(G) The Council may at any time, on its own motion or upon request of any person, by resolution, increase the maximum number of available positions. In the event of such increase, or in the event a position becomes available by abandonment or otherwise, such position(s) must be allotted by the above procedure.

(H) Upon being granted a permit, the applicant may permanently install a uniform newsrack as described in the resolution, either affixing it to the pavement or ground, or in the event the resolution directs the administrator to install support structures, then to such support structure.

(I) A uniform newsrack permit will, in addition to all other provisions of this section, be conditioned with all other requirements of this chapter.

(Ord. 1101, passed 6-21-04)

DIVISION 3: PERMIT CONDITIONS; NEWSRACK REGULATIONS

§ 16.33.180 PERMIT CONDITIONS.

Permits issued pursuant to this chapter have the following general conditions:

(A) Permittees must maintain a valid business license issued pursuant to this code;

(B) Permittees must pay all fees required by this chapter.

(C) Newsracks cannot unreasonably:

(1) Interfere with or impede the flow of pedestrian or vehicular traffic.

(2) Interfere with or impede ingress or egress from any residence or place of business located adjacent to a public right-of-way.

(3) Interfere with any public utility facility located within the public right-of-way or in close proximity thereto.

(D) Except as otherwise provided, newsracks must be placed within the public right-of-way.

(E) Permittees must enter into a hold harmless agreement with the city which will, in part, indemnify the city, its officers, employees, and agents, from any liability arising from a permittee's activities in a form approved by the City Attorney's office.

(F) Permits are not transferable to another person or to another location.

(G) The name, address, and telephone number of the permittee must be permanently affixed to newsracks.

(H) Each newsrack must have affixed to it in a readily visible place a notice setting forth the name and address of the person responsible for maintaining the newsrack and a working telephone number to call to report a malfunction, or to obtain a refund in the event of a malfunction of the coin-return mechanism.

(I) Each newsrack must be maintained in accordance with this Code.

(Ord. 1101, passed 6-21-04)

§ 16.33.190 INSTALLATION REQUIREMENTS.

Each newsrack must comply with each of the following requirements:

(A) *Size*. No newsrack may exceed five feet in height, 30 inches in width, or two feet in depth.

(B) *Placement*. Newsracks may only be placed in a public right-of-way near a curb or adjacent to a wall of a building. The rear of newsracks placed near a curb must be placed not less than 18 inches nor more than 24 inches from the face of the curb. The rear of newsracks placed parallel to a wall or building must be placed not more than six inches from the wall or building. No newsrack may be placed or maintained in a public right-of-way opposite one or more newsracks.

(C) *Groups of newsracks*. Newsracks may be placed next to each other, provided that no group of newsracks must extend more than ten feet six inches along a curb or wall and a space of no more or less than three feet must separate each group of newsracks from another group of newsracks. There may be no more than three of the above described groups of newsracks located on a public right-of-way within a block.

(D) *Anchoring*. Each newsrack must be securely anchored to the ground or sidewalk.

(E) Each newsrack that require patrons to pay for a newspaper must be equipped with a working coin-return mechanism to permit a person using the machine to obtain an immediate refund in the event a person is unable to receive the publication paid for. The coin-return mechanisms must be maintained in good working order.

(Ord. 1101, passed 6-21-04)

§ 16.33.200 PROHIBITED AREAS.

Notwithstanding any other provision of this chapter, no newsrack may be placed, installed, used or maintained as follows:

(A) Within one foot of any area improved with lawn, flowers, shrubs or trees;

(B) Within three feet of:

(1) The entrance or exit to any building;

(2) Any display window in any building abutting a sidewalk or public right-of-way. No newsrack may be located directly in front of any display window of any building abutting a public right- of-way without the written consent of the person or entity legally in occupancy or otherwise in control of the premises on which the display window is located. Proof of such consent must be included in the permit

application. If such consent is withdrawn, any newsrack placed in front of a display window must be removed within 14 days of the date of written notice from the city to the owner of such newsrack.

(C) Within five feet of:

(1) Any marked crosswalk;

(2) The curb return of any intersecting public streets;

(3) Any fire hydrant, fire call box, police call box or any other emergency facility;

(4) Any designated bus stop area or any sign marking a designated bus stop;

(5) Bus bench; or

(6) Any curb painted blue, pursuant to the provisions of Cal. Veh. Code 21458;

(D) Within ten feet of any driveway;

(E) In any location whereby the clear passage on a sidewalk for pedestrian traffic is reduced to less than five feet;

(F) Within any public street;

(G) Within 100 feet of a newsrack containing the same edition of the same publication, except where bulk of a particular edition is such that more than one rack is required, in which case said newsracks must be placed side-by-side;

(H) Within 300 feet of a uniform newsrack location, except for any period, not to exceed 30 days, during which a uniform newsrack permit has been granted at the location but the applicant has been unable to obtain a uniform newsrack;

(I) Chained or otherwise attached to any fixture. All newsracks must be permanently affixed to the pavement or otherwise anchored to a concrete base. Newsracks anchored to concrete bases must have a minimum weight of 100 pounds empty. Uniform newsracks which have been established and permitted pursuant to this chapter may be permanently affixed to the pavement or authorized support structures as established by City Council resolution.

(J) Be used for advertising, selling or storing material other than that dealing with the display, sale or purchase of the publication sold therein.

(K) No newsrack may remain empty for a period of 30 consecutive days.

(Ord. 1101, passed 6-21-04)

§ 16.33.210 MAINTENANCE.

Each newsrack must be maintained in a clean and attractive condition and in good repair at all times, and no issue or edition of any publication may be allowed to remain in any such newsrack for a period exceeding the publication period of the material offered for sale therein or 30 consecutive calendar days after the date of the initial issuance or publication of such material, whichever is lesser. Specifically, but without limiting the generality of the foregoing, each newsrack must be reasonably free of dirt and grease; be reasonably free of chipped, faded, peeling and cracked paint; be reasonably free of rust and corrosion; have no broken cracked, dented, blemished or discolored plastic or glass parts; have no torn, peeling or fading paper or cardboard parts or inserts; and have no broken or misshapen structural parts.

(Ord. 1101, passed 6-21-04)

§ 16.33.220 HARMFUL MATTER.

Pursuant to Cal. Penal Code 313.1(d), any harmful matter displayed in a public place from which minors are not excluded must be concealed with blinder racks, so that the lower two-thirds of the material is not exposed to view.

(Ord. 1101, passed 6-21-04)

DIVISION 4: APPEALS

§ 16.33.230 RIGHT OF ADMINISTRATIVE REVIEW.

Except as otherwise provided, an applicant may request administrative review of the administrator's decisions pursuant to this chapter including, without limitation, decisions regarding permit denial.

(Ord. 1101, passed 6-21-04)

§ 16.33.240 TIME FOR ADMINISTRATIVE REVIEW.

(A) Except as otherwise provided, a request for review must be commenced within five days from the date on which written notice of the administrator's decision is served on the applicant/permittee.

(B) If a request is untimely, the administrator may, nevertheless, extend the time for commencing such review for good cause shown, but in no event may a request be filed more than 30 days after notice was served.

(Ord. 1101, passed 6-21-04)

§ 16.33.250 COMMENCEMENT OF ADMINISTRATIVE REVIEW.

(A) A request for administrative review must be on a form provided by the administrator and contain the following information:

(1) The name, address and telephone number of the person making the request;

(2) A description of the decision, determination or order which is the subject of the review, and the date such decision, determination or order was made or issued;

(3) A brief description of all grounds for making the request; and

(4) Such other information as may be required by the administrator.

(B) A request for administrative review must be accompanied by a fee in an amount determined by City Council resolution.

(Ord. 1101, passed 6-21-04)

§ 16.33.260 ADMINISTRATIVE REVIEW.

(A) Upon request for administrative review being filed, the administrator will provide a copy of the notice to the City Manager within two business days.

(B) Upon receiving a request for review from the administrator, the City Manager will review the request and, within ten business days of receiving the request notice, provide the appellant with a written notification that:

(1) The administrator's decision is affirmed;

(2) The administrator's decision is modified;

(3) The administrator's decision is reversed and a permit is issued. Under such circumstances, the fee collected for an appeal must be returned to the permittee within 30 days of the City Manager's decision.

(C) The City Manager may, but is not required to, conduct a hearing at a time and place determined at the City Manager's sole discretion. In the event of a hearing, the rules of evidence will not apply. The City Manager may consider such evidence as the City Manager may deem reliable. The City Manager may adopt such additional reasonable rules of procedure that may facilitate the progression of such a hearing.

(Ord. 1101, passed 6-21-04)

§ 16.33.270 CITY MANAGER DECISION FINAL.

The City Manager's decision is final. There is no right to appeal a decision to the City Council. Any court challenge must be filed within 90 calendar days of the City Manager's decision in accordance with Cal. Civ. Proc. Code 1094.6.

(Ord. 1101, passed 6-21-04)

DIVISION 5: ENFORCEMENT

§ 16.33.280 MINOR VIOLATIONS.

In the case of minor violations of this chapter that can be corrected at the site, any city employee, as an alternative to removing the newsrack, is authorized to correct the violation summarily. The permittee will bear the cost of any such correction.

(Ord. 1101, passed 6-21-04)

§ 16.33.290 NOTICE OF HEARING FOR NEWSRACK REMOVAL.

(A) Upon discovering a newsrack that lacks a permit or otherwise violates this chapter, the administrator may take action to remove such a newsrack in accordance with this chapter.

(B) To initiate proceedings for removing newsracks, the administrator will cause written notice to be mailed and conspicuously posted on the newsrack. Notice must be titled in letters at least one inch in height and read substantially as follows:

Removal Hearing Notice

On_____, 20__, the City of Santa Paula will determine whether this Newsrack should be removed in accordance with the Santa Paula Municipal Code ("SPMC"). If the Newsrack is found to violate the SPMC and is not promptly removed by the owner, then the City may remove it and impound it at the owner's expense. If the City removes the Newsrack, all costs associated with such removal, impoundment, and storage, must be paid by the owner before the Newsrack is returned. The alleged violations consist of the following:

_____

All persons having any objection to, or interest in, said matters should attend a hearing to be conducted by the City, to be held at _____on _____, _____at the hour of_____.m., when their testimony and evidence will be heard and given due consideration.

Dated:

_____
Administrator

(C) *Mailing/posting*. Notice of the hearing will be served by posting the newsrack and by registered or certified mail (postage fully prepaid) addressed to the newsrack owner. The notice must be posted on the newsrack and mailed at least ten days before the hearing date. Proof of posting and mailing will be by declaration. Failure of any person to receive the notice will not affect the validity of any set forth in this chapter.

(D) The administrator is not required to wait ten days to proceed if the intent to permanently abandon or vacate a newsrack or uniform newsrack location is confirmed in writing by the owner of such newsrack.

(Ord. 1101, passed 6-21-04)

§ 16.33.300 HEARING PROCEDURE.

(A) The hearing must be conducted by a hearing officer selected by the administrator. At the time set for such hearing, the hearing officer will conduct a hearing to determine, based upon the evidence presented, whether the newsrack violates this chapter. At the hearing, the hearing officer will accept reliable evidence from any person if such evidence bears on the issue of whether the newsrack violates this chapter. The hearing officer is authorized to take testimony and is authorized to administer oaths or affirmations under the Cal. Civ. Proc. Code 2093(a). Based upon the evidence submitted

including, without limitation, any written staff reports regarding alleged violations, the hearing officer will determine whether or not the newsrack violates this chapter and should be removed.

(B) As soon as is practicable following the close of such hearing, the hearing officer will render a decision on the matter. If the newsrack is found to violate this chapter, the hearing officer will issue an order requiring the newsrack to be removed within a reasonable time and manner as set forth in the order. The hearing officer will promptly give written notice to the responsible person and any other interested person who requests, in writing, notice of such decision, including a copy of the order. The order issued by the hearing officer will be deemed a final order and may be judicially reviewed pursuant to Cal. Civ. Proc. Code 1094.6. There is no right to a City Council appeal.

(Ord. 1101, passed 6-21-04)

§ 16.33.310 COMPLIANCE WITH REMOVAL ORDER.

At no cost to the city, the newsrack will comply with all of the provisions of a removal order. If the newsrack owner fails, for any reason, to comply with a removal order within the time required in the order, the administrator will cause the newsrack to be removed and impounded by city forces or by private contractor.

(Ord. 1101, passed 6-21-04)

§ 16.33.320 RECOVERING CITY EXPENSES.

The administrator will keep an account of the costs, including incidental expenses, of removing, impounding, and storing such newsracks. Newsrack owners must pay the city all reasonable costs associated with the noticing, removal, and storage of the newsrack before regaining possession of such newsracks.

(Ord. 1101, passed 6-21-04)

§ 16.33.330 EMERGENCY REMOVAL.

Notwithstanding any other provision of this chapter, whenever the administrator determines that a newsrack constitutes an immediate threat or hazard or danger to persons or property, the administrator, without observing procedures set forth in this chapter with reference to newsrack removals, will immediately cause such a newsrack to be removed in such manner as the administrator determines is reasonably required. If the administrator deems it feasible, the administrator may attempt to give the newsrack owner verbal notice of the danger and the proposed timing and removal of the newsrack. Where such removal is ordered, the administrator will, after completing the removal of the newsrack, comply with the provisions of this chapter.

(Ord. 1101, passed 6-21-04)

§ 16.33.340 ABANDONMENT; DISPOSAL.

The owner of any impounded newsrack who fails to obtain the release of the newsrack within 30 days after impoundment, is deemed to have abandoned the newsrack, and the newsrack may be disposed of by the administrator in the time and manner prescribed by law, for the disposal of abandoned personal property.

(Ord. 1101, passed 6-21-04)

§ 16.33.350 ENFORCEMENT.

(A) In addition to the remedies set forth in this chapter, violations of a permit may be enforced as follows:

(1) Prosecution as infractions or misdemeanors at the City Attorney’s discretion;

(2) Abated as a public nuisance; or

(3) Enjoined as unfair business practices that are presumed to nominally damage each and every resident of the community in which the permittee operates.

(B) The remedies provided by this chapter are cumulative and in addition to any other criminal or civil remedies.

(Ord. 1101, passed 6-21-04)

§ 16.33.360 LIABILITY FOR FINES.

All fines, fees, penalties, and interest imposed pursuant to this chapter are civil debts owed to the city by the person fined. In the event that judicial action is necessary to compel payment of any debt owed to the city, the person or persons subject to the fine are also liable for the costs of suit and attorney's fees incurred by the city to collect the fine.

(Ord. 1101, passed 6-21-04)

DIVISION 6: PREEXISTING NEWSRACKS

§ 16.33.370 EXISTING NEWSRACKS.

(A) Any person who owns or is entitled to possession of any newsrack located within a public right-of-way upon the effective date of this chapter must either remove the newsrack or obtain a permit pursuant to this chapter within one calendar year after the effective date of this chapter.

(B) If any such newsrack remains in place without a permit after this time period, the administrator may begin removal proceedings as provided in this chapter.

(C) If the newsrack owner does not comply with the administrator's notice of removal, or does not appeal it, within the time set in such notice, the administrator may remove and impound the newsrack. The owner or other persons entitled to possession of the newsrack may obtain possession of such impounded newsrack in the time and manner set forth in this chapter.

(Ord. 1101, passed 6-21-04)

CHAPTER 16.34:RECYCLING FACILITIES

Section

16.34.010 Permits required

16.34.020 Permits for multiple sites

16.34.030 Criteria and standards – Small collection facilities

16.34.040 Criteria and standards – Reverse vending machines

16.34.050 Criteria and standards – Large collection facilities

16.34.060 Criteria and standards – Processing facilities

§ 16.34.010 PERMITS REQUIRED.

Recycling facilities as defined in 16.04.190 of this Title 16 must obtain permits for operation as set forth in Table 70-1 and as subject to the land use regulations for specific zone districts set forth in Chapters 16.05 through 16.20 (Zoning Districts, Land Use Regulations and Development Standards) of this Title 16.

TABLE 34-1

Permits for Recycling Facilities

Type of Facility	Permit Required

Reverse Vending Machines	Design Review, unless within a fully enclosed building, whereby no permit is required
Collection Facility - Small	Design Review
Collection Facility - Large	Conditional Use Permit
Processing Facility - Light	Conditional Use Permit
Processing Facility - Heavy	Conditional Use Permit

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

§ 16.34.020 PERMITS FOR MULTIPLE SITES.

A single Design Review application may be filed to allow more than one reverse vending machine(s) and/or small collection facility located on different sites under the following condition:

(A) The operator of each of the proposed facilities is the same;

(B) The proposed facilities are determined by the Director to be similar in nature, size, and intensity of activity; and

(C) All applicable criteria and standards set forth in §16.34.030 and 16.34.040 below are met for each proposed facility.

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

§ 16.34.030 CRITERIA AND STANDARDS - SMALL COLLECTION FACILITIES.

Small collection facilities must comply with the following conditions:

(A) All such facilities must be established in conjunction with an existing commercial use or community service facility that is in compliance with the zoning, building and fire codes of the city.

(B) All such facilities must be no larger than 500 square feet and provide no more than five parking spaces, not including any space that will be periodically needed for removal of materials or exchange of containers.

(C) All such facilities must be set back at least ten feet from any street line and must not obstruct pedestrian or vehicular circulation.

(D) All such facilities must accept only glass, metals, plastic containers, papers and reusable items. Used motor oil may be accepted with permission of the city.

(E) No power-driven processing equipment may be used except by reverse vending machines.

(F) All such facilities must use containers that are constructed and maintained with durable waterproof and rustproof material, covered when site is not attended, secured from unauthorized entry or removal of material, and of a capacity sufficient to accommodate materials collected and collection schedule.

(G) All recyclable materials must be stored in containers or in the mobile unit vehicle. No materials may be left outside of containers when the attendant is not present.

(H) All such facilities must be maintained free of litter and any other undesirable materials. Mobile facilities, at which truck or containers are removed at the end of each collection day, must be swept at the end of each collection day.

(I) Attended facilities located within 100 feet of a property zoned or occupied for residential use may operate only between the hours of 9:00 a.m. and 7:00 p.m.

(J) Containers for the 24-hour donation of materials must be at least 30 feet from any property zoned or occupied for residential use unless there is a recognized service corridor and acoustical shielding between the containers and the residential use.

(K) Containers must be clearly marked to identify the type of material that may be deposited.

(L) The facility must be clearly marked to identify the name and telephone number of the facility operator and the hours of operation, and display a notice stating that material must not be left outside the recycling enclosure or containers.

(M) Mobile recycling units must have an area clearly marked to prohibit other vehicular parking during hours when the mobile unit is scheduled to be present.

(N) If the permit expires without renewal, the collection facility must be removed from the site on the day following permit expiration.

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

§ 16.34.040 CRITERIA AND STANDARDS - REVERSE VENDING MACHINES.

Reverse vending machine(s) must comply with the following standards:

(A) Reverse vending machines must be established in conjunction with a commercial use or community service facility that is in compliance with the zoning, building and fire codes of the city.

(B) Reverse vending machines must be located within 30 feet of the entrance to the commercial structure and must not obstruct pedestrian or vehicular circulation.

(C) Reverse vending machines must not occupy parking spaces required for the primary use.

(D) Reverse vending machines must not occupy more than 50 square feet of floor space per installation, including any protective enclosure, and must be not more than 8 feet in height.

(E) Reverse vending machines must be constructed and maintained with durable waterproof and rustproof material.

(F) Reverse vending machines must be clearly marked to identify the type of material to be deposited, operating instruction, and the identity and phone number of the operator or responsible person to call if the machine is inoperative.

(G) Reverse vending machines must accept only glass, metals, plastic containers, papers or reusable items.

(H) Reverse vending machines will be permitted to have up to four square feet of sign area per machine, exclusive of operating instructions.

(I) All reverse vending machines must be maintained in a clean, litter-free condition on a daily basis.

(J) Operating hours must be at least the operating hours of the host use.

(K) Reverse vending machines must be illuminated to ensure comfortable and safe operation if operating hours are between dusk and dawn.

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

§ 16.34.050 CRITERIA AND STANDARDS - LARGE COLLECTION FACILITIES.

All large collection facilities must comply with the following standards:

(A) The facility must be screened from the public right-of-way by operating in an enclosed building or:

(1) Within an area enclosed by an opaque fence at least six feet high with landscaping to the satisfaction of the Director;

(2) At least 150 feet from property zoned or planned for residential use; and

(3) Meets all applicable noise standards in this Title 16.

(B) Setbacks and landscape requirements will be those provided for the zoning district in which the facility is located.

(C) All exterior storage of material must be in sturdy containers that are covered, secured, and maintained in good condition or baled or palletized. Storage containers for flammable material must be constructed of nonflammable material. Oil storage must be in containers approved by the Fire Marshal. No storage, excluding truck trailers and overseas containers, will be visible above the height of the fencing.

(D) The site must be maintained free of litter and any other undesirable materials, and will be cleaned of loose debris on a daily basis.

(E) If the facility is located within 500 feet of property zoned, planned, or occupied for residential use, it must not be in operation between the hours of 7:00 p.m. and 7:00 a.m.

(F) Any container provided for after-hours donation of recyclable materials will be at least 50 feet from any property zoned or occupied for residential use, must be of sturdy, rustproof construction, must have sufficient capacity to accommodate materials collected, and must be secure from unauthorized entry or removal of materials.

(G) Donation areas will be kept free of litter and any other undesirable material, and the containers will be clearly marked to identify the type of material that may be deposited. The facility must display a notice stating that material must not be left outside the recycling containers.

(H) Facility will be clearly marked with the name and phone number of the facility operator and the hours of operation; identification and informational signs will meet the standards of the zone; and directional signs, bearing no advertising message, may be installed with the approval of the Director, if necessary, to facilitate traffic circulation or if the facility is not visible from the public right-of-way.

(I) Power-driven processing, including aluminum foil and can compacting, baling, plastic shredding, or other light processing activities necessary for efficient temporary storage and shipment of material, may be approved through the Conditional Use Permit process.

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

§ 16.34.060 CRITERIA AND STANDARDS - PROCESSING FACILITIES.

Processing facilities must comply with the following conditions:

(A) Processors must be operated only within a wholly enclosed building except for incidental storage.

(B) Power-driven processing will be permitted, provided all noise level requirements are met.

(C) A processing facility may accept used motor oil for recycling from the generator in accordance with Cal. Health & Safety Code 25250.11.

(D) Setbacks and landscaping requirements will be those provided for the zoning district in which the facility is located.

(E) All exterior storage of material must be in sturdy containers or enclosures that are covered, secured, and maintained in good condition, baled or palletized. Storage must be in containers approved by the Fire Marshal. No storage, excluding truck trailers and overseas containers, will be visible above the height of the fencing.

(F) The site must be maintained free of litter and any other undesirable materials, will be cleaned of loose debris on a daily basis, and will be secured from unauthorized entry and removal of materials when attendants are not present.

(G) One parking space will be provided for each commercial vehicle operated by the processing center. Parking requirements will otherwise be as mandated by the zone in which the facility is located.

(H) If the facility is located within 500 feet of property zoned or planned for residential use, the facility must not be in operation between the hours of 7:00 p.m. and 7:00 a.m. The facility will be administered by on-site personnel during the hours the facility is open.

(I) Any containers provided for after-hours donation of recyclable materials will be at least 50 feet from any property zoned or occupied for residential use; must be of sturdy, rustproof construction; must have sufficient capacity to accommodate materials collected; and must be secure from unauthorized entry or removal of materials.

(J) Donation areas must be kept free of litter and any other undesirable material. The containers must be clearly marked to identify the type of material that may be deposited. The facility must display a notice stating that material must not be left outside the recycling containers.

(K) Sign requirements will be those provided for the zoning district in which the facility is located. In addition, the facility will be clearly marked with the name and phone number of the facility operator and the hours of operation.

(L) Dust, fumes, smoke, vibration, and odor control must comply with the requirements of Chapter 16.21 (Performance Standards) of this Title 16.

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

CHAPTER 16.35:SERVICE STATIONS

Section

16.35.010 Purpose and intent

16.35.020 Condition Use Permit applicability and requirements

16.35.030 Permitted uses, activities, and services

16.35.040 Location

16.35.050 Development standards

16.35.060 Signage

16.35.070 Conflict of development standard provisions

§ 16.35.010 PURPOSE AND INTENT.

These regulations are established to promote and preserve the public health, safety, convenience, and general welfare by ensuring that automobile service stations are located and operated so as not to create increased pedestrian and vehicular traffic hazards and not be detrimental to the ordinary maintenance, development, and redevelopment of the surrounding area.

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

§ 16.35.020 CONDITIONAL USE PERMIT APPLICABILITY AND REQUIREMENTS.

(A) A Conditional Use Permit will be required for automobile service stations under the following conditions:

(1) Construction of new service stations.

(2) Reopening of a service station that has been vacant for a period of at least six months.

(3) Renovation, alteration or additions to existing service stations when such change exceeds 50% of the value of the existing building or structure as officially established by the latest records of the County Assessor of the County;

(B) Service stations on properties annexed to the city which do not comply with permitted activity and services, or the requirement regarding trash enclosure, storage space and landscaping, will be considered nonconforming and subject to nonconforming provisions as set forth in Chapters 16.53 through 16.53 (Nonconformities) of this Title 16.

(C) All new, reopened, renovated, or annexed service stations, or those requesting any substantial change in services rendered, will be required to meet all of the requirements of this chapter unless this chapter specifically states that the Planning Commission may modify that particular requirement.

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

§ 16.35.030 PERMITTED USES, ACTIVITIES, AND SERVICES.

In addition to the sale of motor fuels, activities and services will be permitted, limited or precluded as set forth in this section.

(A) *Rental of vehicles.*

(1) The rental of automobiles, trucks, trailers, and similar vehicles may be permitted, provided the site contains adequate space for display and/or parking and further provided such rentals are displayed and/or parked in only an area so designated as part of the conditional use permit.

(2) Unless expressly stated otherwise as part of the conditional use permit, displaying and/or parking of rentals must not occur within 20 feet of any street frontage property line.

(B) *Storage and display of merchandise.*

(1) All new and used merchandise must be stored and displayed only within the service station building, except new and reconditioned tires, batteries, accessories, and lubrication items which are maintained in movable or enclosed cabinets or racks designed for the display and sale of said merchandise may be displayed outside.

(2) The location of enclosed cabinets and racks must be designated on the conditional use permit.

(3) Products which render an express convenience of service to the customer, such as pump island racks containing oil cans and additives, may be displayed under the pump island canopy when maintained in a cabinet or display rack. Such cabinets or racks must not obstruct vehicular access to the pump island.

(C) *Body work, tire recapping and rental of heavy equipment prohibited*. All painting, welding, body and fender repair, tire recapping and the rental of other heavy equipment and the sale and rental of other merchandise, other than that specified in this division, is expressly prohibited.

(D) *Vending machines*. Vending machines will be permitted only per the standards set forth in Chapter 16.36 of this Title 16.

(E) *Temporary promotions.*

(1) The sale and storage of merchandise not customarily related to the operation and maintenance of motor vehicles will be permitted with a Temporary Use Permit and subject to the requirements set forth in Chapter 16.228 (Temporary Use Permits) of this Title 16.

(2) Subparagraph (1) above does not apply to items which are provided free or at a reduced price to the customers with purchase of products from the service station.

(F) *Public telephones*. Public telephones are permitted, provided they will not be within 20 feet of any street frontage property line and are located to be visible from the public right-of-way and accessible on a 24-hour basis.

(G) *Restriction on merchandise sale and rental*. The sales and rental of any type of merchandise not related to the motoring public is prohibited.

(H) *Tow truck and service vehicles*. Tow trucks and similar service vehicles may be allowed if approved as part of the conditional use permit. Such vehicles must be parked only in an area expressly provided and approved as part of the conditional use permit.

(I) *Use as commercial parking lot*. The use of a service station as a commercial parking lot is prohibited, unless expressly approved as part of the conditional use permit.

(J) *Storage and trash*.

(1) Storage and trash must be kept only in areas approved as part of the conditional use permit, and must not be placed higher than the walls enclosing such areas.

(2) Trash may be collected in containers at the pump islands or inside buildings and service bays.

(K) *Hours of operation*. Hours of operation may be designated as part of the conditional use permit if exceptional circumstances exist, such as proximity to residential zones.

(L) *Removal, overhaul and replacement of engines*.

(1) The removal, overhaul, and replacement of motors, differentials, and transmissions is permitted, provided these activities occur within a completely enclosed building and on vehicles with a rated capacity not to exceed 1-1/2 tons.

(2) These activities will constitute only an accessory and incidental use of the service station operation and must not create obnoxious odors, smoke, noise, vibration, or otherwise create a nuisance.

(M) *Recreational vehicle dumping stations*. Recreational vehicle dumping stations are permitted, subject to applicable requirements of the Ventura County Health Department.

(N) *Enclosure of used or discarded automobile parts*. No used or discarded automotive parts or equipment or permanently disabled, junk or wrecked vehicles may be located outside the service station building, except within an enclosed trash storage area screened from public view.

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

§ 16.35.040 LOCATION.

Automobile service stations must be located only at intersections of streets and highways designated on the city's adopted circulation element of the general plan or in commercial shopping centers, as follows:

(A) Arterial having a right-of-way width of 100 feet.

(B) Collector streets having a right-of-way width of 80 or 84 feet.

(C) Properties fronting on a primary thoroughfare and siding on a freeway right-of-way.

(D) Within commercial developments with a land area of 2 acres or more under one ownership.

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

§ 16.35.050 DEVELOPMENT STANDARDS.

(A) *Design*. The architectural design of service station developments must be compatible with the character of development of the area in which it is to be located. However, innovative architectural design and site layout which would contribute to the efficiency and appearance of the station and minimize adverse effects on adjacent property is encouraged.

(B) *Site size*.

(1) The minimum area of a corner site must be 22,500 square feet, with a minimum frontage of 150 feet on one street.

(2) When a service station on a corner site is developed as a part of a commercial shopping center on a development site greater than two acres in size, the service station site may be

reduced to 15,000 square feet, provided the additional required area is provided within the mutual parking and access areas.

(C) *Access*.

(1) Two driveways on each street frontage may be permitted with the approval of the City Engineer. Access driveways must be no closer than 35 feet from the point of intersection of the ultimate right-of-way lines of the adjoining streets, but in no case closer than five feet to the point of curb return. Such driveways must be at least 25 feet apart and they may be no closer than five feet to the side property line.

(2) Where a service station is part of a commercial development site, a combined driveway for both the service station and adjacent shopping center or commercial property must be designated and provided.

(D) *Lot grading and drainage*. Grading of service station sites must provide a minimum rise, in order to insure required fall for drainage, and must be engineered in a compatible manner with the surrounding properties. All drainage to the street must be by underground structures to avoid drainage across city sidewalks or drive aprons, and will be subject to the approval of the Public Works Director.

(E) *Setbacks*. Notwithstanding the setback requirements for the zone district in which the service station is located, all buildings must be set back from interior and street frontage property lines a minimum of 30 feet. Pump islands parallel to the adjacent street must be set back a minimum of 20 feet from all property lines. Pump islands perpendicular to the adjacent street must be set back a minimum of 24 feet from all property lines.

(F) *Canopy structure*.

(1) Every pump island must be covered by a canopy structure designed and constructed of material to blend with the main building.

(2) Where design permits, the pump island canopy structure must be attached to and made an integral part of the main building structure.

(3) Canopies must be a minimum of 10 feet from any street frontage property line.

(G) *Storage area*. Each service station must have a storage area. The required storage area may be constructed outside of the main building, provided that it is enclosed by a six-foot high solid masonry wall with a view-obscuring gate made of a durable metal material, and is roofed and contiguous to the main building, unless approved otherwise as a part of the conditional use permit.

(H) *Trash enclosure.*

(1) Each service station must have at least one trash enclosure constructed to the standards described in 16.20.110 (Solid Waste/Recycling Receptacles and Enclosures) of this Title 16.

(2) No trash, including discarded oil cans, batteries, signs, tires, and the like, must be stored or deposited on any section of the site, except in the trash area.

(I) *Restrooms*.

(1) All service stations must contain restroom facilities for use by employees and patrons.

(2) All restroom entrances must be situated either to the side, to the rear, or within the main building.

(3) The restroom area may be situated in a location other than above if approved by the Planning Commission as part of the Conditional Use Permit.

(J) *Perimeter walls.*

(1) Whenever a service station abuts property in a residential zone, a solid masonry wall not less than six feet high must be constructed along the property line abutting the residential zone. However, front yard walls must not exceed 3.5 feet in height. The wall must be constructed in accordance

with wall standards outlined in Chapter 16.10 (Fences, Walls and Hedges) of this Title 16. A wall need not be installed when building walls or other acceptable walls already exist on such property lines, or if the service station is part of a shopping center development. The wall requirements may be modified as part of the conditional use permit.

(2) A wall constructed on the interior property lines must make provisions for tree wells or landscaped planting areas not less than 16 square feet in area. When included as part of the wall design, the wells or planting should be spaced not less than eight feet nor more than 16 feet apart. Continuous planters or planters of uneven length may satisfy this requirement if they are at least one-third of the length of the wall, and include trees planted not more than 16 feet apart.

(K) *Landscaping*.

(1) Notwithstanding the landscaping requirements for the zone district in which the service station is located, at least 10% of the site must be landscaped with live plant materials. Planting areas must include but are not limited to the following:

(a) All landscaped planters must be enclosed with a masonry curb not less than six inches high above the finished grade of the site.

(b) A minimum five-foot-wide (inside dimension) raised planter, with a six-inch curb face made of concrete, brick or other masonry materials, must be provided along all street property lines between street access points for purpose of separating pump islands from the sidewalk. Landscaped planters may be rounded at driveway entrances utilizing a minimum ten-foot radius.

(c) A minimum of 150 square feet of raised planter with curb, minimum six inches in height, must be provided at the street frontage of the intersecting corner of the site, from curb cut to curb cut.

(d) All planting other than trees must be so maintained so as not to exceed a height greater than 30 inches, must not be thorny or spiked, and must not extend over the sidewalk or public right-of-way.

(e) Trees of minimum size 15 gallons must be placed in the parkway area (between curb face and back of sidewalk) with spacing and variety of trees to be determined by the Planning and Building Directors.

(f) Except for common traffic movement drives, service stations within shopping centers must be delineated from the remainder of the property by a landscaped buffer with minimum inside dimensions of four feet enclosed by a six-inch curb made of concrete, brick or other masonry material. Common and integrated traffic movement drives between the service station and the remainder of the property will be encouraged.

(g) All planting areas must be provided with a permanent irrigation system of a design suitable for the type and arrangement of the plant material selected.

(2) All planted areas must be maintained so as not to constitute a health or fire hazard.

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

§ 16.35.060 SIGNAGE.

(A) All service stations are subject to the sign regulations of Chapter 16.24 (Signs) of this Title 16.

(B) If additional signs are proposed or if modifications to the sign regulations are necessary or desirable for the service station, they may be requested and considered concurrently with the conditional use permit for the service station.

(C) Signs requested at a later date must be considered as modifications to the conditional use permit.

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

§ 16.35.070 CONFLICT OF DEVELOPMENT STANDARD PROVISIONS.

In the event of conflicting provisions between these development standards and any development standards required by the zone district where development will occur, the development standards required by this chapter will take precedence.

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

CHAPTER 16.36:VENDING MACHINES

Section

16.36.010 Conditional Use Permit Required

16.36.020 Number permitted

16.36.030 Restrictions on location

16.36.040 Other conditions

§ 16.36.010 CONDITIONAL USE PERMIT REQUIRED.

A Conditional Use Permit, obtained pursuant to the requirements of Chapter 16.63 of this Title 16, will be required for the establishment of any vending machine. This requirement will not apply to any vending machine established prior to the effective date of this section, or that will be located within a completely enclosed building. (Ord. 1100, passed 7-6-04)

§ 16.36.020 NUMBER PERMITTED.

One outdoor vending machine will be permitted for each 4,000 square feet of site area, up to a maximum of six vending machines on any one site.

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

§ 16.36.030 RESTRICTIONS ON LOCATION.

(A) Vending machines must be attached or located immediately adjacent to a building.

(B) Vending machines will not be permitted to be placed on or project into any public right-of-way, nor will any vending machine be located in a manner that requires a person to be on a public right-of-way to operate the machine.

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

§ 16.36.040 OTHER CONDITIONS.

(A) No vending machine may have bright lights or garish colors, emit sounds, or have any other characteristics that distract motorists or adversely impact adjacent properties.

(B) Prior to the issuance of a conditional use permit for any new vending machine, the owner/operator must provide the city with evidence that they have complied with all applicable Ventura County Health Department requirements.

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

CHAPTER 16.37:PROHIBITION ON INDUSTRIAL HEMP CULTIVATION

Section

16.37.010 Purpose

16.37.020 Definitions
16.37.030 Prohibition on industrial hemp cultivation
16.37.040 Administrative regulations
16.37.050 Violation
16.37.060 Penalties
16.37.070 Public nuisance

§ 16.37.010 PURPOSE.

The purpose of this chapter is to expressly prohibit the establishment of industrial hemp cultivation in the city. The City Council finds that a prohibition on industrial hemp is necessary for the preservation and protection of the public health, safety, and welfare of the city and its residents. The prohibition of such uses is within the authority conferred upon the City Council by state law and is an exercise of its police powers to enact and enforce regulations for the public health, safety, and welfare of the city and its residents. Nothing in this chapter shall be interpreted to conflict with state law.

(Ord. 1296, passed 5-20-20)

§ 16.37.020 DEFINITIONS.

CITY MANAGER - Means the City Manager or designee.

CULTIVATION - Means the planting, growing, harvesting, drying, curing, grading, or trimming of industrial hemp.

INDUSTRIAL HEMP - Means a fiber or oilseed crop, or both, that is limited to types of the plant Cannabis sativa L. having no more than 0.3% tetrahydrocannabinol (“THC”) contained in the dried flowering tops, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin produced therefrom.

(Ord. 1296, passed 5-20-20)

§ 16.37.030 PROHIBITIONS ON INDUSTRIAL HEMP CULTIVATION.

Industrial hemp cultivation is prohibited in all zones within the city. No person nor entity may establish or operate an industrial hemp cultivation facility within city limits. A property owner may not allow his or her property to be used by any person or entity for industrial hemp cultivation.

(Ord. 1296, passed 5-20-20)

§ 16.37.040 ADMINISTRATIVE REGULATIONS.

The City Manager is hereby authorized to promulgate and enforce administrative regulations in the implementation and enforcement of this chapter.

(Ord. 1296, passed 5-20-20)

§ 16.37.050 VIOLATION.

Any person who violates any provision of this chapter is guilty of a separate offense for each and every day during any portion of which any such person commits, continues, permits, or causes a violation thereof, and may be penalized accordingly.

(Ord. 1296, passed 5-20-20)

§ 16.37.060 PENALTIES.

In addition to any other remedy available under law, violations of the subchapter are subject to the administrative citations and penalties provisions in Title 1, Chapter 14, of this code.

(Ord. 1296, passed 5-20-20)

§ 16.37.070 PUBLIC NUISANCE.

Any use or condition caused, or permitted to exist, in violation of any provisions of this chapter shall be, and hereby is declared to be, a public nuisance and may be summarily abated by the city pursuant to Code of Civil Procedure 731 or any other remedy available to the city.

(Ord. 1296, passed 5-20-20)

CHAPTER 16.38:YARD AND GARAGE SALES

Section

16.38.010 Chapter 123 of Municipal Code applies

§ 16.38.010 CHAPTER 123 OF MUNICIPAL CODE APPLIES

Chapter 123 (Sale of Personal Property) of the Santa Paula Municipal Code will govern all garage and yard sales.

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

CHAPTER 16.39:ELECTRIC VEHICLE CHARGING SYSTEMS; STREAMLINED PERMITTING

Section

16.39.010 Purpose
16.39.020 Definitions
16.39.030 Electrical vehicle charging station requirements
16.39.040 Expedited permitting process
16.39.050 Permit application process
16.39.060 Permit review

§ 16.39.010 PURPOSE.

The purpose of this chapter is to create an expedited and streamlined electric vehicle charging station permitting process that complies with Cal. Gov't Code §65850.7 and 65850.71 to achieve the timely and cost-effective installation of electric vehicle charging stations. Pursuant to Cal. Gov't Code 65850.7 and notwithstanding any other provision of this code pertaining to conditional or accessory uses, only an electrical permit shall be required for an electric vehicle charging station.

(Ord. 1271, passed 9-18-17; Am. Ord. 1321, passed 1-18-23)

§ 16.39.020 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 chapter.

A FEASIBLE METHOD TO SATISFACTORILY MITIGATE OR AVOID THE SPECIFIC, ADVERSE IMPACT includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the city on another similarly situated application in a prior successful application for a permit.

BUILDING OFFICIAL means the chief building official of the city or his or her designee.

ELECTRIC VEHICLE CHARGING STATION or ***CHARGING STATION*** means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the Cal. Electrical Code, and any subsequent amendments thereto, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

ELECTRONIC SUBMITTAL means the utilization of one or more of the following:

(1) Email;

(2) The internet; or

(3) Facsimile.

SPECIFIC ADVERSE IMPACT means significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

(Ord. 1271, passed 9-8-17; Am. Ord. 1321, passed 1-18-23)

§ 16.39.030 ELECTRICAL VEHICLE CHARGING STATION REQUIREMENTS.

(A) The electric vehicle charging station shall meet the applicable safety and performance standards established by the Cal. Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and rules of the Public Utilities Commission and the local electric utility company regarding safety and reliability.

(B) Installation of electric vehicle charging stations and associated wiring, bonding, disconnecting means and overcurrent protective devices shall meet the requirements of Article 625 and all applicable provisions of the California Electrical Code.

(C) Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.

(D) Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the California Building or Residential Code as applicable per occupancy, and the provisions of the manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements.

(Ord. 1271, passed 9-18-17; Am. Ord. 1321, passed 1-18-23)

§ 16.39.040 EXPEDITED PERMITTING PROCESS.

Consistent with Cal. Gov't Code 65850.7, the Building Official shall implement an expedited, streamlined permitting process for electric vehicle charging stations and adopt a checklist of all requirements with which electric vehicle charging stations shall comply in order to be eligible for expedited review. The expedited, streamlined permitting process and checklist may refer to the recommendations contained in the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" as published by the Governor's Office of Planning and Research. The city's adopted checklist shall be published on the city's website.

(Ord. 1271, passed 9-18-17; Am. Ord. 1321, passed 1-18-23)

§ 16.39.050 PERMIT APPLICATION PROCESS.

(A) Prior to submitting an application for processing, the applicant shall verify that the installation of an electric vehicle charging station will not have specific, adverse impact to public health and safety and building occupants. Verification by the applicant includes but is not limited to: electrical system capacity and loads; electrical system wiring, bonding and overcurrent protection; building

infrastructure affected by charging station equipment and associated conduits; and areas of charging station equipment and vehicle parking.

(B) A permit application that satisfies the information requirements in the city's adopted checklist shall be deemed complete and be promptly processed. A completed application does not authorize an applicant to energize or utilize the electric vehicle charging station until approval and all necessary permits are granted by the city.

(C) If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

(D) The Building Official shall allow for electronic submittal of permit applications covered by this chapter and associated supporting documentations. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.

(Ord. 1271, passed 9-18-17; Am. Ord. 1321, passed 1-18-23)

§ 16.39.060 PERMIT REVIEW.

(A) The Building Official shall review all electric vehicle charging station applications. Notwithstanding the expedited permit processing set forth in this chapter, the Building Official retains authority at all times to identify and address higher priority life-safety situations.

(B) If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific, adverse impact upon the public health or safety, the city may require the applicant to apply for a conditional use permit. The Building Official's decision may be appealed by the applicant to the Planning Commission.

(C) An application for a conditional use permit to install an electric vehicle charging station shall not be denied unless the Planning Commission makes written findings based upon substantial evidence in the record that the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. The findings shall include the basis for the rejection of potential feasible alternatives. If denied, the Planning Commission's decision may be appealed by the applicant to the City Council pursuant to 16.53.210.

(D) In the technical review of a charging station application, the Building Official shall not condition the approval of any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Cal. Civil Code 4080.

(E) Upon confirmation by the Building Official that the permit application and supporting documents meet the requirements of the city adopted checklist, and is consistent with all applicable laws and health and safety standards, the Building Official shall, consistent with Cal. Gov't Code 65850.7, as may be amended, approve the application and issue all necessary permits.

(F) An application to install an electric vehicle charging station submitted to the building official of the city shall be deemed complete if, after the applicable time period has elapsed, both of the following are true:

(1) The Building Official has not deemed the application complete, consistent with the checklist created by the city pursuant to Cal. Gov't Code 65850.7(g).

(2) The Building Official has not issued a written correction notice detailing all deficiencies in the application and identifying any additional information explicitly necessary for the Building Official to complete a review limited to whether the electric vehicle charging station meets all health and safety requirements of local, state, and federal law, consistent with subdivisions (b) and (g) of Cal. Gov't Code 65850.7.

(G) For purposes of paragraph (F), "applicable time period" means either of the following:

(1) Five business days after submission of the application to the city if the application is for at least one, but not more than 25 electric vehicle charging stations at a single site.

(2) Ten business days after submission of the application to the city if the application is for more than 25 electric vehicle charging stations at a single site.

(H) An application to install an electric vehicle charging station shall be deemed approved if the applicable time period described in paragraph (G) has elapsed and all of the following are true:

(1) The Building Official has not administratively approved the application pursuant to Cal. Gov't Code 65850.7(b).

(2) The Building Official has not made a finding, based on substantial evidence, that the electric vehicle charging station could have a specific, adverse impact upon the public health or safety or required the applicant to apply for a use permit pursuant to Cal. Gov't Code 65850.7(b).

(3) The building official of the city has not denied the use permit pursuant to Cal. Gov't Code 65850.7(c).

(4) An appeal has not been made to the Planning Commission pursuant to Cal. Gov't Code 65850.7(d).

(I) For purposes of paragraph (H), "applicable time period means" either of the following:

(1) Twenty business days after the application was deemed complete, if the application is for at least one, but not more than 25 electric vehicle charging stations at a single site.

(2) Forty business days after the application was deemed complete, if the application is for more than 25 electric vehicle charging stations at a single site.

(J) If an electric vehicle charging station and any associated equipment interfere with, reduce, eliminate, or in any way impact the required parking spaces for existing uses, the city shall reduce the number of required parking spaces for existing uses by the amount necessary to accommodate the electric vehicle charging station and any associated equipment.

(Ord. 1321, passed 1-18-23)

CHAPTER 16.40:EMERGENCY SHELTERS

Section

16.40.020 Definitions

16.40.020 Development standards

§ 16.40.010 DEFINITIONS.

(A) ***EMERGENCY SHELTER*** - Means housing with minimal supportive services for homeless persons; victims of domestic violence; persons requiring temporary housing; and other individuals and households made temporarily homeless due to natural disasters (e.g., fires and earthquakes) that is limited to occupancy of six months or less by a homeless person and operated by a government agency or private non-profit organization.

(B) ***HOMELESS PERSON*** - Has the same definition as set forth in 42 USC 11302.

(Ord. 1249, passed 5-6-13)

§ 16.40.020 DEVELOPMENT STANDARDS.

In addition to the standards specified in Chapter 16.10 emergency shelters are also subject to the following development standards:

(A) Each resident must be provided a minimum of 50 gross square feet of personal living space, not including space for common areas. In no case can occupancy exceed 30 residents at any one time.

(B) Off-street parking spaces must be provided in the ratio of one parking space per ten adult beds, plus one parking space per employee on the largest shift. However, the required number of off-street parking spaces cannot exceed the spaces required for similar uses of the same size in the Commercial/Light Industrial (C/LI) zone.

(C) Outdoor activities such as recreation, drop-off and pick-up of residents, or similar activities may be conducted at the facility. Staging for drop-off, intake, and pick-up should take place inside a building, at a rear or side entrance, or inner courtyard. Emergency shelter plans must show the size and location of any proposed waiting or resident intake areas, interior or exterior.

(D) Before commencing operation, the emergency shelter provider must have a written management plan, which must be approved by the Director. The management plan must at a minimum include: requirements for staff training; resident selection; process for identifying residents; neighborhood outreach; pet policies; scheduling outdoor activities;

temporary storage of residents' personal belongings; safety and security; management of outdoor areas; and counseling and social service programs for residents.

(E) Not more than one emergency shelter is permitted within a radius of 300 feet from another emergency shelter.

(F) Individual occupancy in an emergency shelter is limited to six months during any 12 consecutive month period. Extension(s) may be provided if a client is working with social services agencies to secure alternative housing, but no alternative housing is available.

(G) Exterior lighting must be provided at all building entrances and outdoor activity areas, and must be activated between sunset and sunrise of each day. All exterior lighting must comply with this code.

(H) Each emergency shelter must have an on-site management office. At least one employee must be present in the on-site management office at all times that the emergency shelter is operating.

(I) Each emergency shelter must have on-site security, with at least one person present at the emergency shelter while it is operating.

(J) Facilities must provide a storage area for refuse and recyclables that is enclosed by a six-foot high landscape screen, solid wall or fence, which is accessible to collection vehicles on one side. It must be large enough to accommodate the number of bins that are required to provide the facility with sufficient service so as to avoid the overflow of material outside of the bins provided.

(K) The emergency shelter facility may provide one or more of the following specific facilities and services including, without limitation:

(1) Commercial kitchen facilities designed and operated in compliance with applicable law;

(2) Dining area;

(3) Laundry;

(4) Recreation room;

(5) Support services (e.g., training, counseling); and

(6) Child care facilities.

(L) Applications for emergency shelters must be submitted to the Director for consideration. Within 30 days after finding an application complete, the Director must issue an emergency shelter permit upon finding that the proposal complies with all applicable law including, without limitation, this code.

(Ord. 1249, passed 5-6-13; Am. Ord. 1304, passed 9-16-20)

CHAPTER 16.41:REGULATION OF CANNABIS ACTIVITIES

Section

16.41.010 Purpose

16.41.020 Definitions

16.41.030 Prohibition

16.41.040 Personal cultivation

16.41.050 Violations

16.41.060 Administrative regulations

16.41.070 Public nuisance

§ 16.41.010 PURPOSE.

The purpose of this chapter is to expressly prohibit the establishment of commercial cannabis uses in the city. The City Council finds that prohibitions on commercial cannabis activity are necessary for the preservation and protection of the public health, safety and welfare of the city. The prohibition of such uses is within the authority conferred upon the City Council by state law and is an exercise of its police powers to enact and enforce regulations for the public health, safety and welfare of the city. This chapter is also intended to apply reasonable regulations to the personal cultivation of cannabis that is authorized under state law. Nothing in this chapter shall be interpreted to conflict with state law, including without limitation the Compassionate Use Act, the Control, Regulate, and Tax Adult Use of Marijuana Act (AUMA) and the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), as may be amended.

(Ord. 1272, passed 12-4-17)

§ 16.41.020 DEFINITIONS.

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

(A) "***CANNABIS***" or "***MARIJUANA***" shall mean all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds, or resin. "***CANNABIS***" or "***MARIJUANA***" also means the separated resin, whether crude or purified, obtained from Cannabis. "***CANNABIS***" or "***MARIJUANA***" also includes cannabis that is used for medical, non-medical, or other purposes. "***CANNABIS***" or "***MARIJUANA***" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or case, or the sterilized seed of the plant which is incapable of germination. "***CANNABIS***" or "***MARIJUANA***" also does not include industrial hemp, as defined in California and has the same definition as Cal. Health and Safety Code 11018.5.

(B) "***CANNABIS/MARIJUANA ACCESSORIES***" means any equipment, products or materials of any kind which is intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, smoking, vaporizing, or containing Cannabis, or for ingesting, inhaling, or otherwise introducing Cannabis or Cannabis products into the human body.

(C) "***CANNABIS/MARIJUANA PRODUCT***" means Cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated Cannabis, or an edible or topical product containing Cannabis or concentrated Cannabis and other ingredients.

(D) "***CANNABIS TESTING LABORATORY***" means a laboratory, facility, or entity that offers or performs tests of both adult use and medical cannabis or cannabis products and that is both of the

following: (1) accredited by an accrediting body (i.e. International Organization for Standardization (ISO)) that is independent from all other persons involved in commercial cannabis activity in the state, and (2) is licensed by the Bureau of Cannabis Control.

(E) "***COMMERCIAL CANNABIS ACTIVITY***" means cultivation, manufacture, processing, storing, labeling, transporting, distribution, delivery or sale of cannabis or a cannabis product for medical, non- medical, or any other purpose and includes the activities of any business licensed by the state or other government entity under Division 10 of the Cal. Bus. and Prof. Code, or any provision of state law that regulates the licensing of cannabis businesses. This definition includes operation of a dispensary, mobile marijuana dispensary and cannabis delivery activities. This definition does not include Cannabis testing laboratories.

(F) "***CONCENTRATED CANNABIS***" means manufactured cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product's potency. "***CONCENTRATE***" includes resin from granular trichomes from a Cannabis plant.

(G) "***CULTIVATION OF CANNABIS***" or "***CANNABIS CULTIVATION***" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

(H) "***DELIVERY***" means the commercial transfer of cannabis or cannabis products to a customer. "***DELIVERY***" also includes the use by a retailer of any technology platform owned and controlled by the retailer. The term "***DELIVERY***" does not include the distribution of cannabis from a mobile marijuana dispensary.

(I) "***DISPENSARY***" means a facility where Cannabis, Cannabis products, or devices for the use of Cannabis or Cannabis products are offered, either individually or in any combination, for retail sale, including an establishment that delivers Cannabis and Cannabis products as part of a retail sale.

(J) "***DISTRIBUTION***" means the procurement, sale, and transport of cannabis and cannabis products between entities licensed under Division 10 of the Cal. Bus. and Prof. Code, as they may be amended from time to time.

(K) "***FULLY-ENCLOSED ACCESSORY STRUCTURE***" means a structure or part of a structure not exceeding 12 feet in height, which is physically detached from the main building on the lot and the use of which is incidental to that of the main building or use on the same lot. A structure that is incorporated within the continuous roofline of the primary structure is part of the primary structure and is therefore exempt from this definition.

(L) "***MANUFACTURE CANNABIS***" means to compound, blend, extract, infuse, or otherwise prepare a Cannabis product.

(M) "***MAUCRSA***" means the Medicinal and Adult-Use Cannabis Regulation and Safety Act as codified in Division 10 of the Cal. Bus. and Prof. Code, as the same may be amended from time to time.

(N) "***MOBILE MARIJUANA DISPENSARIES***" means any dispensary, clinic, cooperative, association, club, business, or group which transports or delivers, or arranges the transportation or delivery, of medical Cannabis to a person or conducts sales of Cannabis from a non-fixed location.

(O) "***PERSON***" means any individual, firm, corporation, association, club, society, or other organization. The term person shall include any owner, manager, proprietor, employee, volunteer or salesperson.

(P) "***PERSONAL CANNABIS CULTIVATION***" means Cannabis cultivation of six or fewer live Cannabis plants within a single private residence or a fully-enclosed accessory structure that is accessory to a private residence in accordance with Cal. Health & Safety Code 11362.2.

(Q) "***PRIVATE RESIDENCE***" means a house, an apartment unit, condominium, or other similar dwelling that is lawfully used as a residence.

(Ord. 1262, passed 2-1-16; Am. Ord. 1272, passed 12-4-17)

§ 16.41.030 PROHIBITION.

(A) Commercial cannabis activities of all types are expressly prohibited in all zones in the city. No person shall establish, operate, conduct, or allow, a commercial cannabis activity anywhere in the city. To the extent that this prohibition conflicts with any other provision of this code, this prohibition shall control.

(B) Mobile marijuana dispensaries are prohibited in all zones within the city. No person shall:

(1) Locate, operate, own, suffer, allow to be operated or abide, abet or assist in the operation of any mobile marijuana dispensary within the city;

(2) Deliver marijuana to any location within the city from a mobile marijuana dispensary, regardless of where the mobile marijuana dispensary is located, or engage in any operation for this purpose; or

(3) Deliver any medical cannabis product, including, but not limited to: tinctures, baked goods, or other consumable products, to any location within the city from a mobile marijuana dispensary, regardless of where the mobile marijuana dispensary is located, or engage in any operation for this purpose.

(C) This section is meant to prohibit all activities for which a state license is required. Accordingly, the city shall not issue any permit, license, or other entitlement for any activity for which a state license is required under the MAUCRSA. The city shall also not issue any local license for any activity for which a state license is required under the MAUCRSA to a non-profit entity pursuant to Cal. Bus. and Prof. Code 26070.5.

(D) To the extent not already prohibited above, all deliveries of Cannabis or Cannabis products, to or from any location in the city are expressly prohibited. No person shall conduct or perform any delivery of any Cannabis or Cannabis products which delivery either originates or terminates within the city. This section shall not prohibit any person from transporting Cannabis through the jurisdictional limits of the city for delivery or distribution to a person located outside the city, where such transport does not involve delivery or distribution within the jurisdictional limits of the city.

(E) To the extent not already prohibited above, cultivation of Cannabis for noncommercial purposes, including cultivation by a qualified patient or primary caregiver as those terms are defined in state law, is expressly prohibited in all zones in the city. No person shall cultivate any amount of Cannabis in the city, even for medicinal purposes, except for personal Cannabis cultivation in accordance with 16.79.040 below, and where the city is preempted by federal or state law from enacting a prohibition on such activity.

(F) This section does not prohibit Cannabis testing laboratories, which are laboratories and permitted in all zones where laboratories are permitted.

(Ord. 1262, passed 2-1-16; Am. Ord. 1272, passed 12-4-17)

§ 16.41.040 PERSONAL CANNABIS CULTIVATION PERMIT.

(A) *Permit required*. Prior to commencing any personal Cannabis cultivation, the person(s) owning, leasing, renting, occupying, or having charge or possession of any legal parcel or premises where personal Cannabis cultivation is proposed to occur must register for a personal Cannabis cultivation permit with the city. No person shall engage in personal marijuana cultivation unless that person has a current valid personal Cannabis cultivation permit from the city, pursuant to this chapter.

(B) *Personal Cannabis cultivation application*. An applicant shall submit a complete personal Cannabis cultivation application to the Director on a form provided by the city, and proof of payment of the permit fee, in an amount set by resolution of the City Council. Within 30 calendar days of receiving the application, the Director shall either accept the application for processing, or return the application to the applicant with a written description of the reasons for rejection of the application. The cultivation application shall include the following information:

(1) The property address where the Cannabis will be cultivated;

(2) The name and age of each person owning, leasing, occupying or having charge of any legal parcel or premises where Cannabis will be cultivated;

(3) The name and age of each person who will participate in the Cannabis cultivation;

(4) Property owner acknowledgment of personal Cannabis cultivation at the subject property, affirmed under penalty of perjury, if the property owner is different from the applicant;

(5) A cultivation plan which includes a scaled property site plan and a scaled diagram of the floor plan within the residence or fully-enclosed accessory structure to be used for personal cultivation at the personal Cannabis cultivation site, and an itemized list of measures taken to comply with the provisions of this section including, but not limited to, odor control, security, electrical and building and safety provisions, as well as any Cannabis accessories that will be used for personal Cannabis cultivation; and

(6) A signed consent form authorizing city staff, including the Fire and Police Department, the authority to conduct an inspection of the site used for the personal cultivation of Cannabis, upon 24-hours' notice for the purpose of verifying compliance with this chapter.

(C) *Application approval*. Upon verification of the information described in division (B), above, the Director shall issue a notice of decision of a personal marijuana cultivation permit within 60 calendar days, pursuant to the following findings:

(1) The applicant meets all the requirements of this section, and any regulations promulgated under this chapter.

(2) The applicant for the permit and the personal Cannabis cultivation site are both in compliance with state law, including but not limited to, Cal. Health and Safety Code §11362.1, 11362.2 and 11362.3, as may be amended.

(D) *Permits not transferable*. A personal Cannabis cultivation permit issued pursuant to this chapter is non-transferable and is specific to the permit holder and the private residence or fully-enclosed accessory structure for which it is issued.

(E) *Permit renewal*. A personal Cannabis cultivation permit issued under this chapter shall automatically expire one year after the notice of decision. Permit renewal shall be requested through compliance with the procedures for issuance of a permit as provided in this section. An applicant for a permit renewal shall be required to pay a permit renewal fee in an amount to be set by resolution of the City Council. However, an applicant for permit renewal shall not be required to submit a new cultivation plan (pursuant to division (B)(5) above), provided the personal Cannabis cultivation site follows the original cultivation plan and the permit holder is not engaged in additional or expanded Cannabis cultivation, as affirmed in the renewal form. Renewal applications must be received at least 30 calendar days prior to such expiration.

(F) *Permit revocation*. Permits issued under this section may be revoked by the Director, following notice to the permit holder and an opportunity to submit written comments on the proposed revocation, upon making any of the following findings:

(1) The permit was issued in error or the cultivation plan (pursuant to division (B)(5) above) included incorrect information;

(2) The Cannabis cultivated at the personal cultivation site has been sold or used for any commercial activity which is prohibited under this chapter, or any other use or activity has occurred that is prohibited by Cal. Health and Safety Code §11362.1, 11362.2 or 11362.3, as may be amended;

(3) Violation of any of the provisions of this chapter has occurred at the Cannabis cultivation site;

(4) The personal Cannabis cultivation site has become a public nuisance or has been operated in a manner constituting a public nuisance;

(5) The Cannabis cultivation is not in compliance with the conditions of the permit; or

(6) (a) The permit holder has engaged in an activity for which the personal Cannabis cultivation permit could have been denied originally.

(b) *Appeals*. The applicant may appeal the Director's decision on an application, renewal or revocation of a personal Cannabis cultivation permit to the Planning Commission and the Planning Commission's decision to the City Council, pursuant to Chapter 16.206 of the code. An appeal of a decision on a personal Cannabis cultivation permit is not timely if not filed within 15 days of the date of the notice of the Director's (or Planning Commission's) decision.

(G) (1) Personal Cannabis cultivation is only permitted when all of the following conditions and standards are met:

(2) Generally:

(a) *Residence*. Personal Cannabis cultivation is permitted only on parcels with residential units where the personal Cannabis cultivation permit holder resides full-time. Personal Cannabis cultivation permit holders shall not participate in personal Cannabis cultivation in more than one location within the city. Personal Cannabis cultivation activities may only occur within a residential unit, garage or fully-enclosed accessory structure.

(b) *Visibility*. From the public right-of-way, there shall be no exterior evidence of personal Cannabis cultivation. All personal Cannabis cultivation authorized by this section shall be conducted inside a private residence or within a fully-enclosed accessory structure.

(c) *Security*. Any structure used for personal Cannabis cultivation shall be secured with locks to prevent unauthorized entry and/or theft, and remain secure at all times.

(d) *Code compliance*. The personal Cannabis cultivation area shall not adversely affect the health or safety of the nearby residents by creating dust, glare, excessive light, heat, noise, noxious gases, odors, smoke, traffic, vibration, or other impacts, and shall not be hazardous due to the use of storage of materials, processes, products or waste. The cultivation area shall be in full compliance with the city Building Code, Electrical Code, Mechanical Code, Plumbing Code, and Fire Code.

(e) *Number of plants*. Cultivation shall not exceed six living marijuana plants of any size per private residence.

(f) *Cultivation area*. Personal marijuana cultivation must occur within a cumulative area totaling no larger than 100 square feet.

(g) *Ventilation*. Any multi-family dwelling used for personal marijuana cultivation must have a ventilation and filtration system installed in the dwelling unit that shall prevent marijuana plant odors from exiting the interior of the unit, and shall comply with all applicable building code regulations, including obtaining all required permits and approvals for the ventilation and filtration system. Personal Cannabis cultivation shall not create humidity or mold within the private residence or fully-enclosed accessory structure in violation of the Building Code, as adopted by the city, or the city's health and safety regulations, as codified in Chapter 150 Building Regulations of the city municipal code.

(h) *Residential structure*. The primary residence shall, at all times, maintain a kitchen, bathroom, and primary bedroom(s) for their intended purpose, and shall not be used for Cannabis cultivation where such cultivation will prevent their primary use for cooking of meals, sleeping, and bathing.

(i) *Accessory structure*. A fully-enclosed accessory structure, as defined herein, shall be located within the rear yard area of any legal parcel or premises. The structure shall maintain a minimum setback of 10-feet from any property line and the marijuana plants shall not be visible from outside the structure.

(H) Upon 24-hours' notice, the city may conduct an inspection of the private residence or fully enclosed accessory structure used for personal Cannabis cultivation for the purpose of verifying compliance with this chapter.

(Ord. 1272, passed 12-4-17)

§ 16.41.050 ADMINISTRATIVE REGULATIONS.

The City Manager and his/her designee is hereby authorized to promulgate and enforce administrative regulations in the implementation and enforcement of this chapter.

(Ord. 1272, passed 12-4-17)

§ 16.41.060 VIOLATIONS.

In addition to any other remedy available under law, violations of this subchapter are subject to the administrative citations and penalties provisions in Title 1, Chapter 14, of this code.

(Ord. 1262, passed 2-1-16; Am. Ord. 1272, passed 12-4-17)

§ 16.41.070 PUBLIC NUISANCE.

Any use or condition caused, or permitted to exist, in violation of any provisions of this subchapter shall be, and hereby is declared to be, a public nuisance and may be summarily abated by the city pursuant to Code of Civil Procedure section 731 or any other remedy available to the city.

(Ord. 1262, passed 2-1-16; Am. Ord. 1272, passed 12-4-17)

CHAPTER 16.42:SUBDIVISION REGULATIONS

Section

Division 1: General Provisions

16.42.010 Purpose and intent

16.42.020 Definitions

16.42.030 Applicability and exemptions

16.42.040 Modification of requirements

16.42.050 Maps required

16.42.060 Fees and deposits

16.42.070 Plan checking and inspection costs for revisions

Division 1: Tentative Maps

16.42.080 Application requirements

16.42.090 Filing and initial review

16.42.100 Notifying other agencies

16.42.110 School district notification

16.42.120 Development review

16.42.130 Planning Commission review and action

16.42.140 City Council review and action

16.42.150 Time limit for taking action

16.42.160 Required findings

16.42.170 Mandatory denial

16.42.180 Additional findings for denial

16.42.190 Denials under California Land Conservation Act of 1965

16.42.200 Conditions of approval
16.42.210 Finality of action
16.42.220 Changes to an approved tentative map or conditions
16.42.230 Expiration and extensions of time

Division 2: Vesting Tentative Maps

16.42.240 Applicability
16.42.250 Application requirements
16.42.260 Processing vesting tentative maps
16.42.270 Finality of action
16.42.280 Development rights vested
16.42.290 Expiration of vested rights on recorded map
16.42.300 Building permit applications and vested rights

Division 3: Parcel Map

16.42.310 When required
16.42.320 Waiver of parcel map
16.42.330 Parcel map waivers - Application and processing
16.42.340 Parcel map waivers - Required findings
16.42.350 Parcel map waivers - Certificate of Compliance
16.42.360 Parcel map waivers - Time expirations and extensions
16.42.370 Parcel map filing requirements
16.42.380 Review of parcel map
16.42.390 Parcel maps - City Council action
16.42.400 Recordation of parcel map - Effect

Division 4: Final Maps

16.42.410 Final Map - Time for filing
16.42.420 Survey required
16.42.430 Final map - Form and content
16.42.440 Approval by City Council
16.42.450 Final Map recordation
16.42.460 Circumstances under which corrections and amendments can be made
16.42.470 Additional circumstances

Division 5: Certificates of Compliance

16.42.480 Filing
16.42.490 Review of application and decision
16.42.500 Conditional Certificate of Compliance
16.42.510 Effect of Conditional Certificate of Compliance
16.42.520 Information required on Certificate of Compliance

16.42.530 Certificates of Compliance for multiple parcels

Division 6: Lot Line Adjustments

16.42.540 Filing

16.42.550 Review and processing

16.42.560 Action

16.42.570 Finalization of adjustment

Division 7: Reversion to Acreage

16.42.580 Initiation

16.42.590 Filing

16.42.600 Processing

16.42.610 City Council action

16.42.620 Required findings

16.42.630 Finality of action

Division 8: Mergers

16.42.640 Conditions under which a merger can be required

16.42.650 Notice of Intention to merge parcels

16.42.660 Planning Commission review and action

16.42.670 Determination when no hearing is requested

16.42.680 Finality of action

Division 9: Condominium Conversions

16.42.690 Applicability

16.42.700 Filing and processing

16.42.710 Completion of conversion

Division 10: Subdivision Improvements

16.42.720 Conformance with city plans and standards

16.42.730 Connections to existing streets

16.42.740 Subdivision access to public street

16.42.750 Parcel access

16.42.760 Private streets

16.42.770 Street design and improvement

16.42.780 Alleys

16.42.790 Drainage

16.42.800 Lot patterns

16.42.810 Grading and use of natural topography

16.42.820 Sidewalks, parkways and trails

16.42.830 Street lighting

16.42.840 Improvements - General

16.42.850 Streets
16.42.860 Drainage facilities
16.42.870 Undergrounding of utilities
16.42.880 Water and sewer service
16.42.890 Landscaping
16.42.900 Utility easements
16.42.910 Cable access
16.42.920 Monuments
16.42.930 Supplemental improvements
16.42.940 Security and agreements
16.42.950 Securities and special assessments
16.42.960 Right-of-way dedication
16.42.970 Parkland dedication and fees
16.42.980 Bicycle paths and trails
16.42.990 Transit facilities

Division 11: Fees

16.42.991 Bridge and major thoroughfare fees
16.42.992 Supplement size, capacity or number required
16.42.993 Reimbursement agreement
16.42.994 Method of reimbursement
16.42.995 Reimbursement for drainage and sanitary sewer facilities
16.42.996 Reimbursement for bridges or major thoroughfares
16.42.997 Fees established by resolution
16.42.998 Payment of fees required
16.42.999 In-lieu considerations

DIVISION 1: GENERAL PROVISIONS

§ 16.42.010 PURPOSE AND INTENT.

This article is adopted pursuant to the provisions of the Subdivision Map Act set forth in Cal. Gov't Code §66410 et seq. for the purpose of regulating and controlling the design and improvement of subdivisions within the City of Santa Paula. Such regulation is required to promote the public health, safety, and welfare; to ensure orderly growth and development; encourage appropriate land use; and assist with preserving property value. The regulations set forth in this article are intended to supplement the Act and must be used in conjunction with the regulations set forth in the Act for all activities associated with subdividing land within the city's jurisdiction. Nothing in this article is intended to supersede the Act and the Act prevails over any conflicting part of this article.

(Ord. 1102, passed 6-7-04)

§ 16.42.020 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 given a meaning by this article have the meaning set forth in this title and the Act.

ACT means the Subdivision Map Act as set forth in Cal. Gov't Code §66510 et seq. and any subsequently adopted amendments or successor statutes. Unless specified otherwise, all citations in this article to an unspecified code are to the California Government Code.

CEQA means, collectively, the California Environmental Quality Act (Cal. Pub. Res. Code §21000 et seq.), the regulations promulgated thereunder (14 Cal. Code of Regs. §15000 et seq., the "CEQA Guidelines"), and the city's Environmental Guidelines.

CONDOMINIUM CONVERSION PROJECT means the division of real property into common interest, the establishment of a community apartment project, or the conversion of five or more existing dwelling units to a stock cooperative as set forth in Cal. Civ. Code 1351.

CONSTRUCTION includes, without limitation, design, acquisition of right-of-way, administration of construction contracts and actual construction.

DIRECTOR means the Director, or designee.

ENGINEER means the City Engineer, or designee.

LOT LINE ADJUSTMENT means an adjustment of an existing lot line between four or fewer adjoining parcels where the land taken from one parcel is added to an adjoining parcel and a greater number of parcels than originally existed is not created.

PLANNING COMMISSION may be used interchangeably with "Advisory Agency" as defined in the Act.

(Ord. 1102, passed 6-7-04)

§ 16.42.030 APPLICABILITY AND EXEMPTIONS.

(A) Unless exempt, land subdivisions require one of the following:

(1) A tentative map or vesting tentative map;

(2) A Final Map; or

(3) A parcel map.

(B) In accordance with Cal. Gov't Code 66412, this article does not apply to the following:

(1) Leases of agricultural land for agricultural purposes.

(2) Leases of land exclusively for the placement and operation of cellular radio transmission facilities. Establishing such facilities is subject to the city's discretionary approval.

(3) Leases of land or granting of easements in conjunction with financing; erecting; and sale or lease of wind-powered electrical generation devices. Establishing such facilities is subject to the city's discretionary approval.

(4) Financing or leasing of apartments, offices, stores, or similar spaces within apartment buildings, industrial buildings, commercial buildings, or mobile home parks.

(5) Financing or leasing any parcel of land, or portion thereof, in conjunction with construction of commercial or industrial buildings on a single parcel, or the financing or leasing of existing separate commercial or industrial buildings on a single parcel.

(6) Mineral, oil, or gas leases.

(7) Land dedicated for cemetery purposes under the Cal. Health & Safety Code.

(8) Any separate assessment under Cal. Rev. and Tax. Code 2188.7.

(9) Conversion of a community apartment project or stock cooperative, as defined, respectively, in Cal. Bus. and Prof. Code §11004 and 11003.2, to a condominium, as defined in Cal. Civ. Code 783, unless a parcel or Final Map was approved by the City Council, and only if the requirements specified in Cal. Gov't Code 66412(g) and (h) are met.

(10) Subdivisions of four or fewer parcels for constructing removable commercial buildings having a floor area of less than 100 square feet.

(11) Construction, financing, or leasing of second dwelling units as authorized by Cal. Gov't Code §65852.1 and 65852.2.

(Ord. 1102, passed 6-7-04)

§ 16.42.040 MODIFICATION OF REQUIREMENTS.

(A) The Planning Commission may modify the requirements of this article for a specific application when, in its opinion, the land involved in the subdivision is of such size and shape, or is subject to such title limitations, or is affected by such topographical location or conditions, or is to be devoted to such use that it is impossible or impractical for the subdivider to fully conform to the regulations contained in this article.

(B) Such modification may be made only as reasonably necessary or expedient, provided modification ensures conformity with the spirit and purpose of the Act and this title.

(C) Any request for a modification must be made in conjunction with a subdivision application and be reviewed by the Planning Department before a recommendation is made to the Planning Commission.

(Ord. 1102, passed 6-7-04)

§ 16.42.050 MAPS REQUIRED.

(A) A tentative and final map is required for all subdivisions creating five or more parcels, five or more condominiums, a community apartment project containing five or more parcels, or for conversion of a dwelling to a stock cooperative containing five or more dwelling units, except where:

(1) The land before division contains less than five acres, each parcel created by the division abuts upon a maintained public street or highway and no dedications or improvements are required by the legislative body;

(2) Each parcel created by the division has a gross area of 20 acres or more and has an approved access to a

maintained public street or highway;

(3) The land consists of a parcel or parcels of land having approved access to a public street or highway which comprises part of a tract of land zoned for industrial or commercial development, and which has the approval of the governing body as to street alignments and widths; or

(4) Each parcel created by the division has a gross area of not less than 40 acres or is not less than a quarter of a quarter section.

(B) A tentative and final parcel map is required for subdivisions (to which this article applies) that create four or less parcels; lot line adjustments; and those subdivisions described above, except that the parcel map requirement may be waived as provided in this article.

(Ord. 1102, passed 6-7-04; Am. Ord. 1172, passed 7-2-07)

§ 16.42.060 FEES AND DEPOSITS.

All persons submitting maps as required by this article must pay all fees and deposits as provided by City Council resolutions establishing fees and deposits.

(Ord. 1102, passed 6-7-04)

§ 16.42.070 PLAN CHECKING AND INSPECTION COSTS FOR REVISIONS.

Costs incurred by the city for the checking of plans or calculations or inspection as a result of revisions to the approved plans must be borne by the subdivider at actual cost. The city may require a deposit to be applied toward actual costs.

(Ord. 1102, passed 6-7-04)

DIVISION 1: TENTATIVE MAPS

§ 16.42.080 APPLICATION REQUIREMENTS.

At a minimum, each tentative map submitted to the city must contain the following information:

(A) The tract number of a subdivision.

(B) The date, north arrow, and scale.

(C) A sufficient legal description of the land to define the boundaries of the proposed division of land.

(D) A key map indicating the location of the proposed division of land in relation to the surrounding area.

(E) The name and address of the record owner, the subdivider, and the civil engineer or licensed surveyor under whose direction the map was prepared, including the registration number of the engineer or surveyor and the names and addresses of all operators of the utility systems of the subdivision.

(F) The existing topography of land proposed to be divided using contour intervals as follows:

(1) One foot when the slope of the ground is less than 5%;

(2) Two feet when the slope of the ground is between 5% and 10%;

(3) Five feet when the slope of the ground is between 10% and 25%; and

(4) Ten feet when the slope of the ground is greater than 25%.

(G) At least every fifth contour of topography described above must be clearly labeled and indicated so as to be distinctive. Contours of adjacent land must also be shown whenever the surface features of such land affect the design and/or improvement of the proposed division. The tentative map must contain a statement by the person preparing the map stating the source of information used to develop the contours shown on the map.

(H) The approximate location and outline to scale of each building or structure on the property proposed for division. Buildings or structures on adjacent property must also be shown if such buildings or structures affect the design of the proposed subdivision. Each building shown must be identified by house number or other identifying feature, including a notation on each building, structure, fence, wall, tree row, and land use to be retained.

(I) The approximate location of all areas subject to inundation or storm water overflow and the location, width, and direction of flow of each watercourse and existing flood control district channels within 1/2 mile of the exterior boundaries of the subdivision.

(J) Descriptions of the proposed source of water supply and the proposed method of sewage disposal.

(K) A proposed method, and plan for storm water disposal in accordance with the Ventura County Storm Water Urban Impact Mitigation Plan (“SQUIMP”) requirements.

(L) The approximate location of each area covered by trees, with a statement of the nature of the cover and the kind and approximate location of all trees standing within the boundaries of proposed public rights-of-way.

(M) The location, width, approximate grade, and curb radii of all existing and proposed streets and highways within and adjacent to the proposed subdivision.

(N) The width, purpose, and approximate location of all existing and proposed easements or rights-of-way, whether public or private, within and adjacent to the proposed subdivision, as well as the approximate radius and arc length of each centerline curve.

(O) The approximate lot layout and the approximate dimensions and net area of each lot and building site. Engineering data must show the approximate finished grading of each lot, the preliminary design of all grading, the elevation of proposed building pads, the top and toe of cut and fill slopes to scale, and the number of each lot. All lot lines must be located at the top of the slopes.

(P) The proposed areas for public use.

(Q) The angle of intersecting streets or highways if such angle deviates from a right angle by more than four degrees.

(R) The location of all cut and fill slopes, or a separate grading plan.

(S) Each street shown by its actual street name or by a temporary name or letter for purpose of identification until the proper name of such street is determined.

(T) The name or names of any geologist or soils engineer whose services were required in the preparation of the design of the tentative map.

(U) A geologic soils report prepared by a civil engineer, registered by the State of California, based upon adequate test borings or excavations, unless the Engineer or designee determines that, due to information the Engineer has regarding the qualities of the soil of such subdivision or lot, no preliminary analysis is necessary.

(1) If the preliminary soil report indicates the presence of critically expansive soils or other soil problems which, if not corrected, would lead to structural defects, the person filing the tentative map must submit a soils investigation of each lot within the subdivision, prepared by a California-registered civil engineer, who must recommend corrective action likely to prevent structural damage to each dwelling proposed to be constructed on the expansive soil.

(2) The Engineer, or designee, must approve the soils investigation if determined that the recommended action is likely to prevent structural damage to each dwelling to be constructed and must require that the approved recommended action be incorporated in the construction of each dwelling as a condition to the issuance of a building permit.

(V) A geologic hazards report, if the Engineer finds that a written geological hazards report is necessary to determine whether the property to be divided is subject to an existing or potential geological hazard. Such report is prepared by a registered engineering geologist and must state:

(1) Whether the proposed plan is feasible;

(2) Proposed solutions for all known hazardous conditions or problems;

(3) The location and lot numbers of any test borings;

(4) The effect of the geology on the proposed development and on adjacent properties; and

(5) A description of specific locations in which development may create hazardous conditions.

(W) Through the application review process, the Engineer or Director may require that additional information be included on the tentative map to provide important or necessary disclosures or other information.

(Ord. 1102, passed 6-7-04)

§ 16.42.090 FILING AND INITIAL REVIEW.

(A) Tentative maps must be filed with the Director on forms provided by the Planning Department and in accordance with procedures established by that Department.

(B) The Director and Engineer will preliminarily review the tentative map application for completeness and required compliance with CEQA. Within 30 days after receiving a tentative map application, the Director must inform the applicant in writing whether the application is deemed complete.

(Ord. 1102, passed 6-7-04)

§ 16.42.100 NOTIFYING OTHER AGENCIES.

The Director must send notice of the tentative map application to other city departments, schools, utility companies, and other agencies that may have an interest in the tentative map application for the purpose of receiving comment from those departments, companies, and agencies.

(Ord. 1102, passed 6-7-04)

§ 16.42.110 SCHOOL DISTRICT NOTIFICATION.

Within ten days after a tentative map is filed, the Director must send notice to the governing board of any elementary, high school or unified school district within the boundaries of which the subdivision is proposed to be located. Such notice must contain information about the location of the proposed subdivision, the number of units, density and any other information which would be relevant to the affected school district. Failure of the school district to respond within 20 days after receiving notice is deemed approval of the proposed subdivision by the school district.

(Ord. 1102, passed 6-7-04)

§ 16.42.120 DEVELOPMENT REVIEW.

(A) Upon deeming an application complete, the Director must forward the tentative map and any associated applications to the Design Review Committee for review in accordance with this code.

(B) The Design Review Committee will review and evaluate each tentative map for compliance with this title, the General Plan, any applicable Specific Plan or Planned Development, the Act, and the city's development policies.

(C) The Director will report to the Planning Commission identifying the extent to which the tentative map complies with this article and recommending that the Planning Commission approve, conditionally approve, or deny the tentative map application.

(Ord. 1102, passed 6-7-04)

§ 16.42.130 PLANNING COMMISSION REVIEW AND ACTION.

(A) The Planning Commission must hold a public hearing in accordance with this chapter to consider the tentative map application.

(B) At the conclusion of the public hearing, the Planning Commission must determine the extent to which the tentative map complies with this article and recommend to the City Council whether to approve, conditionally approve, or deny the tentative map application.

(Ord. 1102, passed 6-7-04)

§ 16.42.140 CITY COUNCIL REVIEW AND ACTION.

(A) Upon receiving the Planning Commission's recommendation, the City Clerk will schedule a public hearing before the City Council in accordance with this title.

(B) During the hearing, in addition to any other evidence, the City Council will consider the Planning Commission's recommendation.

(C) At the conclusion of the public hearing, the City Council must determine the extent to which the tentative map complies with this article and approve, conditionally approve, or deny the tentative map application.

(Ord. 1102, passed 6-7-04)

§ 16.42.150 TIME LIMIT FOR TAKING ACTION.

All actions by the Director, Planning Commission, and City Council must occur within the time limits specified in Cal. Gov't Code §66452.1 and 66452.2 and Cal. Pub. Res. Code 21151.5.

(Ord. 1102, passed 6-7-04)

§ 16.42.160 REQUIRED FINDINGS.

(A) In acting to approve or conditionally approve a tentative map, together with the provisions for its design and improvement, the City Council must find that the proposed subdivision is:

(1) Consistent with the Santa Paula General Plan;

(2) Consistent with any applicable Specific Plan or Planned Development;

(3) Consistent with the provisions of this title;

(4) In the interest of public health and safety; and

(5) Is a necessary prerequisite to the orderly development of the surrounding area.

(B) The findings apply to the entire subdivision; to each proposed parcel within the subdivision; and any designated remainder parcel.

(C) For condominium conversions, the City Council must make the additional findings as set forth in this article.

(Ord. 1102, passed 6-7-04)

§ 16.42.170 MANDATORY DENIAL.

(A) A tentative map application must be denied if the City Council finds any of the following findings consistent with Cal.

Gov't Code 66474:

(1) The proposed map, or the design or improvement of the proposed subdivision, is not consistent with the General Plan or Specific Plans as specified by Cal. Gov't Code 65451;

(2) The proposed map, or the design or improvement of the proposed subdivision, is not consistent with an applicable General Plan or Specific Plan;

(3) The site is not physically suitable for the type of development proposed;

(4) The site is not physically suitable for the proposed density of development proposed;

(5) The design of the subdivision or the proposed improvements will likely cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat;

(6) The design of the subdivision or type of improvements will likely cause serious public health or safety problems;

(7) The design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. The City Council may approve a tentative map, however, if it finds that alternative easements will be provided, and that these will be substantially equivalent to the ones previously acquired by the public. All easements must be recorded or established by court order; or

(8) The proposed subdivision is not consistent with all applicable provisions of this title.

(Ord. 1102, passed 6-7-04)

§ 16.42.180 ADDITIONAL FINDINGS FOR DENIAL.

The City Council may also deny a proposed tentative map based on any of the following findings:

(A) The proposed subdivision is not compatible with surrounding development in terms of density, patterns of development, access, or other consideration;

(B) The city's cost of providing infrastructure support or services outweigh any benefits associated with the subdivision.

(Ord. 1102, passed 6-7-04)

§ 16.42.190 DENIALS UNDER CALIFORNIA LAND CONSERVATION ACT OF 1965.

(A) The City Council may deny a proposed tentative map if the land is subject to a contract entered into pursuant to the California Land Conservation Act of 1965 (Cal. Gov't Code §51200 et seq.) and the resulting parcels following a subdivision of that land would be too small to sustain their agricultural use.

(B) For purposes of this section, land is presumed to be in parcels too small to sustain their agricultural use if the land is: less than ten acres in size in the case of prime agricultural land; or less than 40 acres in size in the case of land which is not prime agricultural land.

(C) For purpose of this section, agricultural land is presumed to be in parcels large enough to sustain their agricultural use if the land is: at least ten acres in size in the case of prime agricultural land; or at least forty acres in size in the case of land which is not prime agricultural land.

(D) A subdivision with parcels smaller than those specified in this section may be approved if either of the following findings are made:

(1) The parcels can nevertheless sustain an agricultural use permitted under the contract, or are subject to a written agreement for joint management pursuant to Cal. Gov't Code 51230.1, provided that the parcels which are jointly managed total at least ten acres in size in the case of prime agricultural land or 40 acres in size in the case of land which is not prime agricultural land.

(2) One of the parcels contains a residence and is subject to Cal. Rev. and Tax. Code 428; the residence has existed on the property for at least five years; the landowner has owned the parcels for at least ten years; and the remaining parcels shown on the map are at least ten acres in size if the land is prime agricultural land, or at least 40 acres in size if the land is not prime agricultural land. In such case, no other homesite parcels may be created on any remaining parcels under contract for at least ten years following the creation of a homesite parcel pursuant to this section.

(E) This section does not apply to land subject to a contract when any of the following occurred:

(1) A local agency formation commission approved annexation of the land to the city and the city will not succeed to the contract as provided in Cal. Gov't Code §51243 and 51243.5;

(2) Written notice of nonrenewal of the contract was served before March 7, 1985, as provided in Cal. Gov't Code 51245;

(3) Written notice of nonrenewal of the contract was served on or after March 7, 1985, as provided in Cal. Gov't Code 51245, and, as a result of that notice, there are no more than three years remaining in the term of the contract;

(4) The City Council granted tentative approval for cancellation of the contract as provided in Cal. Gov't Code 51282.

(Ord. 1102, passed 6-7-04)

§ 16.42.200 CONDITIONS OF APPROVAL.

In acting to approve a tentative map, the City Council may impose conditions on map approval in accordance with the Act and this title to, among other things, achieve the objectives of the General Plan, ensure consistency with the provisions of this Code, and mitigate against adverse environmental impact.

(Ord. 1102, passed 6-7-04)

§ 16.42.210 FINALITY OF ACTION.

The decision of the City Council to approve, conditionally approve, or deny a tentative map is final and, unless otherwise specified, effective upon the date such decision is rendered.

(Ord. 1102, passed 6-7-04)

§ 16.42.220 CHANGES TO AN APPROVED TENTATIVE MAP OR CONDITIONS.

(A) The following changes to an approved tentative map may be requested:

(1) Adjustments to the locations of lot lines and improvements, provided no new lots are created.

(2) Reduction in the number of approved lots.

(3) Any changes to the conditions of approval.

(B) Changes other than as set forth in this section require a new tentative map application.

(C) A subdivider may request changes to an approved tentative map or its conditions of approval before the city records the map. Such a request must be made on forms provided by the Director and be accompanied with payment of required fees.

(D) The application for a change to an approved tentative map or map conditions is processed in the same manner as the tentative map.

(E) The City Council must make the following findings, as applicable, to make any proposed changes to a previously approved tentative map:

(1) A material mistake of facts was made in the deliberations leading to the original approval; or

(2) A change of circumstances has occurred which affects conditions related to the original approval.

(F) Modification of an approved tentative map or its conditions of approval does not extend the time limits applicable to the filing of a Final Map.

(Ord. 1102, passed 6-7-04)

§ 16.42.230 EXPIRATION AND EXTENSIONS OF TIME.

(A) Except as otherwise specified by a development agreement or pursuant to Cal. Gov't Code 66452.6(a)(1), a tentative map expires 24 months after the date the map was approved.

(B) The person filing the tentative map may request an extension, pursuant to Cal. Gov't Code 66452.6(e), or stay, pursuant to Cal. Gov't Code 66452.6(c) of an approved tentative map by filing a written application with the Director before the map's expiration date. The application must state the reasons for requesting the extension or stay. Such application must be filed at least fifteen (15) days before the tentative map's expiration date.

(C) The Planning Commission will either approve, conditionally approve or deny extension requests. Within 40 days after receiving an application for a stay, the Planning Commission must either approve the requested stay for a period not exceeding five years or deny the application.

(D) Each extension of tentative map approval or conditional approval may be allowed for a period not exceeding one year from the anniversary date of the map's original approval. The total time of extensions cannot exceed five years. A stay may be for the period of time during which a lawsuit involving the tentative map is or was pending in a court of competent jurisdiction, not to exceed five years. The ultimate length of the extension or stay must be consistent with the Act.

(E) Modifications of a tentative map after approval or conditional approval cannot extend the time limits imposed by this section, unless an extension or stay is specifically granted.

(Ord. 1102, passed 6-7-04)

DIVISION 2: VESTING TENTATIVE MAPS

§ 16.42.240 APPLICABILITY.

A vesting tentative map may be filed for either a residential or nonresidential development project. Whenever a provision of this title or the Act requires the filing of a tentative map or parcel map, a vesting tentative map may be filed in accordance with the provisions of this division.

(Ord. 1102, passed 6-7-04)

§ 16.42.250 APPLICATION REQUIREMENTS.

(A) A vesting tentative map is filed using the same form, accompanying reports, and data as a tentative map, with the following additional requirements:

(1) Identification. At the time a vesting tentative map is filed, it must have printed conspicuously on its face the words "Vesting Tentative Map."

(2) Right-of-way. The map must show proposed street widenings and extensions; existing and proposed sidewalks and curb cuts; existing and proposed fire hydrants within 300 feet of the project perimeter; and existing utility poles.

(3) Site and buildings. Information must be provided regarding the type and use of all buildings, both existing and proposed; location of buildings to be removed; square footage of each floor, building, lot, and total project; all facilities and accessory structures related to underground utilities and street lighting; all mechanical equipment on the buildings or on the site; appropriate screening methods and materials; and the location and screening of outdoor trash and storage areas.

(4) Parking and circulation (if applicable). Information must be provided regarding the parking spaces to be provided, with total number of spaces given; wheel stops or curb substitute; parking space striping; handicap parking; ingress and egress to include all private drives; and pedestrian walkways.

(5) Landscaping (if applicable). Diagrams must be provided showing and identifying all existing trees; existing and proposed landscaped areas in terms of proposed plants by type, size, spacing, and number; screening of adjacent properties, if required; and square footage of common usable and private open space (patio) areas, where such is required by this title.

(6) Floor plans. Dimensioned preliminary floor plans must be provided for each proposed use.

(7) Building elevations, with grading. Diagrams must be provided to show two cross-section lines that clearly portray buildings and grading concepts; natural grade (dotted lines) and finished grade (solid lines); preliminary renderings of front, right side, left side, and rear elevations of all buildings; building height in feet and stories; proposed construction materials; and the proposed colors of all buildings.

(B) Through the application review process, the Director or Engineer may require that additional information be included with the vesting tentative map to provide important or necessary disclosures or other information.

(Ord. 1102, passed 6-7-04)

§ 16.42.260 PROCESSING VESTING TENTATIVE MAPS.

Except as they specifically differ in this division, procedures for processing a vested tentative map are the same as for processing a tentative map including, without limitation, filing, review, notification, Planning Commission consideration, City Council approval, final decisions, changes after approval, expiration, and renewal.

(Ord. 1102, passed 6-7-04)

§ 16.42.270 FINALITY OF ACTION.

The decision of the City Council to approve, conditionally approve, or deny a vesting tentative map is final and, unless specified otherwise, becomes effective upon the date such decision is rendered.

(Ord. 1102, passed 6-7-04)

§ 16.42.280 DEVELOPMENT RIGHTS VESTED.

(A) The approval of a vesting tentative map confers a vested right to proceed with development on recorded lots in substantial compliance with the ordinances, policies, and standards in effect on the date that the map is approved.

(B) The city may condition or deny a permit, approval, extension, or entitlement pursuant to the approved vesting map if the City Council determines any of the following:

(1) Failure to take such action would place the residents of the subdivision or the immediate community, or both, in a condition dangerous to their health and safety, or both.

(2) The condition or denial is required to comply with state or federal law.

(C) All development permit fees required subsequent to the approval of the vesting tentative map must be paid.

(Ord. 1102, passed 6-7-04)

§ 16.42.290 EXPIRATION OF VESTED RIGHTS ON RECORDED MAP.

(A) The rights conferred upon a vesting tentative map is vested for an initial time period of 24 months from the date a

Final Map is recorded. Where several Final Maps are recorded on various phases of a project, approved by a single vesting tentative map, this time period begins for each phase when the Final Map for that phase is recorded.

(B) The initial time period is automatically extended by any time used by the city for processing a complete application for a grading permit or for design or architectural review, if the time period used by the city to process the application exceeds 30 days from the date the complete application is filed.

(C) The conditions under which an extension of time or stay is granted for a vesting tentative map must be consistent with that established for tentative maps.

(Ord. 1102, passed 6-7-04)

§ 16.42.300 BUILDING PERMIT APPLICATIONS AND VESTED RIGHTS.

If a developer submits a complete application for a building permit during the initial time period, or any granted extension, the rights conferred by the vesting map continue until the expiration of that building permit or any extension to that building permit that the city may issue.

(Ord. 1102, passed 6-7-04)

DIVISION 3: PARCEL MAP

§ 16.42.310 WHEN REQUIRED.

A Parcel Map is required for subdividing property into four or fewer parcels or for any other division of land for which a tentative and Final Map are not required by the Act or this Code. No Parcel Map is required for a land division of four or fewer parcels where such land is conveyed to a public utility for a public use.

(Ord. 1102, passed 6-7-04)

§ 16.42.320 WAIVER OF PARCEL MAP.

(A) Pursuant to Cal. Gov't Code 66428, a subdivider may request the waiver of a Parcel Map if the following conditions apply:

(1) Each parcel created by the subdivision has a gross area not less than 40 acres or not less than a quarter of a quarter section.

(2) The land consists of a parcel or parcels of land having approved access to a public street or highway, comprises part of a tract of land zoned exclusively for commercial or industrial development, and has City Council approval as to street widths and alignments.

(Ord. 1102, passed 6-7-04)

§ 16.42.330 PARCEL MAP WAIVERS - APPLICATION AND PROCESSING.

(A) A request to waive a Parcel Map must be filed on forms provided by the Director, together with required filing fees.

(B) The Engineer and Director will review the application for compliance with the provisions of this title and the Act. The Director will report to the Planning Commission and identify the extent to which the waiver request complies with the required findings, and recommend to the Commission to approve or deny the waiver request.

(C) The Planning Commission will consider the application for a Parcel Map waiver at a public hearing.

(D) At the conclusion of the public hearing, the Planning Commission must determine whether to approve or deny the waiver request. The action of the Planning Commission is final unless an appeal is filed in accordance with this title.

(Ord. 1102, passed 6-7-04; Am. Ord. 1172, passed 7-2-07)

§ 16.42.340 PARCEL MAP WAIVERS - REQUIRED FINDINGS.

To grant a request for waiving a Parcel Map requirement, the Planning Commission must find that the proposed subdivision complies with this title with regard to area, improvement, and design; floodwater drainage control; appropriate improved public roadways; sanitary disposal facilities; water supply availability; environmental protection; and other applicable regulations.

(Ord. 1102, passed 6-7-04)

§ 16.42.350 PARCEL MAP WAIVERS - CERTIFICATE OF COMPLIANCE.

The city must issue a Certificate of Compliance required to complete the subdivision of property where the Planning Commission waives a Parcel Map requirement.

(Ord. 1102, passed 6-7-04)

§ 16.42.360 PARCEL MAP WAIVERS - TIME EXPIRATIONS AND EXTENSIONS.

(A) A Parcel Map waiver expires 24 months from the date it was approved.

(B) The subdivider may request an extension for a Parcel Map waiver. Such requests must be made to the Director on forms provided by the Director, with the payment of any required fees, at least 15 days before the Parcel Map Waiver expires.

(C) The Director can approve, conditionally approve, or deny an extension request pursuant to this title. Any Director's decision may be appealed to the Planning Commission in accordance with this title. Any such extension is limited to a total of 18 months.

(Ord. 1102, passed 6-7-04)

§ 16.42.370 PARCEL MAP FILING REQUIREMENTS.

The following apply to the filing of an application for a Parcel Map:

(A) The Parcel Map must meet the requirements of the Act and be in the form and contain the required data set forth in this section.

(B) The Parcel Map must be prepared by or under the direction of a registered civil engineer or licensed surveyor and be based upon a property survey.

(C) The scale of the map must be large enough (not smaller than 1 inch equals 100 feet) to show details clearly and contain sufficient sheets of paper for accomplishing this requirement.

(D) The title of each Parcel Map must include a name and a map number, as secured from the county surveyor, conspicuously placed at the lower right hand corner of the sheet, followed by the words "consisting of sheets" (showing the number thereof), followed by the words "in the City of Santa Paula" or "partly in the City of Santa Paula and partly in unincorporated territory."

(E) Every sheet of the map property must bear the title (but not subtitle), scale, north arrow, sheet number, and the number of each adjoining sheet in its proper location.

(F) Below the title, a subtitle must appear consisting of a description of all the property being subdivided. The subtitle must reference any such map or maps of the property which were previously recorded or filed in the County Recorder's office; or which were previously filed with the County Clerk pursuant to a final judgment in any action in partition; or which have been previously filed in the office of the County Recorder under authority of Cal. Gov't Code 66499.55; or by reference to the plat of any United States survey.

(G) Each reference in such description to any tract or subdivision must be spelled out and worded identically with the original record thereof and show a complete reference to the book and page of records of such county.

(H) The description must also include reference to any vacated area, with the number of the ordinance of vacation included.

(I) The name of the survey, survey date, and map scale must be stated on the title sheet, below the subtitle. The map must also show the basis of bearings, making reference to some recorded subdivision map, county surveyor's map, or other record acceptable to such county surveyor, or to a solar or polaris observation. The basis of bearings must not be in close proximity to the north arrow.

(J) Lots must be numbered consecutively, commencing with the number "1," with no omissions or duplications.

(K) Each lot must be shown entirely on one sheet.

(L) Blocks may be used, provided they are numbered or lettered consecutively.

(M) Names of proposed streets must approved by the Planning Commission in conformance with a street name list approved by the City Council. The names of all proposed streets must be shown without abbreviations.

(N) All streets, highways, easements (except easements indicated for privately owned public utility companies), and parcels of land shown on the parcel map and intended for any public use must be offered for dedication for public use.

(O) Where easements for conveyance to privately owned public utility companies are reserved, a certificate to that effect must be shown on the parcel map. This certificate may show that in no event, except when permission is obtained from public utility companies occupying such easement, may any dwelling house, building or other structure, except fences or any portion thereof, be erected in, upon, over, or across any such public utility easement.

(P) The following certificates and acknowledgments must appear on the title sheet of a parcel map:

(1) Owner's certificate and acknowledgment and offer of dedication, if any;

(2) Certificate of the City Clerk of approval by the City Council and acceptance of offer of dedication;

(3) Certificate of approval of the Engineer;

(4) Certificate of approval as to form by the City Attorney; and

(5) Certificate of the subdivision engineer with that engineer's state registered engineer's number or of the subdivision

surveyor with that surveyor's state licensed land surveyor's number.

(6) The title sheet must also contain such other affidavits, certificates, acknowledgments, endorsements, and notarial seals as are required by law.

(Q) The parcel map must particularly define, delineate, and designate all lots intended for sale or reserved for private purposes; all parcels offered for dedication for any purpose; and any private streets with all dimensions, minimum lot sizes, boundaries and courses clearly shown and defined in every case.

(R) Parcels offered for dedication other than for streets or easements must be designated by number.

(S) Private streets must be designated by name and include the words "not a public street."

(T) Sufficient linear, angular, and curve data must be shown to determine readily the bearing and length of the boundary lines of the subdivision and of the boundary lines of every block, lot, and parcel which is a part thereof. All lots and blocks are shown in their entirety on one sheet wherever practicable.

(U) Arc lengths, radii, and central angle and radial bearing of each curve at intersection with a line not tangent to such curve must be shown.

(V) The parcel map must fully describe and show the location of any stakes, monuments, or other evidence to determine the boundaries of the subdivision. Each adjacent corner of each adjoining subdivision or portion thereof by lot and block numbers, tract names and place of record, or by section, township and range or other proper designation must be shown and identified on the map.

(W) The location, size, and depth of all monuments placed in making the survey must be shown, and if any points were reset by ties, that fact must be noted.

(X) The boundary of the subdivision must be indicated by a border of prussian blue water color or blue india ink approximately one-eighth of an inch wide, applied on the reverse side of the tracing and inside such boundary line.

(Y) Such water color must be of such density as to be transferable to white print of such map and not obliterate any line, figure, or other data appearing thereon.

(Z) All lines shown on the map that do not constitute a part of the subdivision itself must be clearly distinguishable from those lines which are a part of the subdivision, and any area enclosed by such lines is labeled "not a part of this subdivision."

(AA) City boundaries that cross or adjoin the subdivision must be clearly designated and located in relation to adjacent lot or block lines.

(BB) The parcel map must show the line of high water in instances where the subdivision is adjacent to a stream, channel, or any body of water. The parcel map must also show any area subject to periodic inundation by water, as required by the Engineer.

(Ord. 1102, passed 6-7-04)

§ 16.42.380 REVIEW OF PARCEL MAP.

(A) All parcel maps, together with any required reports or other relevant information, must be filed with the Director on forms provided by the Director.

(B) Upon deeming a parcel map application to be complete, the Director will forward the application to the Design Review Committee, the Engineer and other appropriate city departments for review and comment. The Engineer is responsible for checking the parcel map as to correctness of surveying data, plans and specifications of improvements, certificates of dedication, acceptances of dedication and acknowledgments, and such other matters that require checking to ensure compliance with the provisions of law and of this title. The Director must review the parcel map for consistency with this title, the General Plan, any applicable Specific Plan, and the city's development policies.

(C) If the Director determines that the parcel map conforms to all the requirements of this article and the Act, and provided the subdivider has posted all bonds or deposited money or negotiable bonds as required by this article, the Director must approve the parcel map. If the parcel map does not conform or all security requirements have not been met, the subdivider will be notified and given the opportunity to make necessary changes and resubmit the parcel map, along with any other required information.

(D) After determining that a parcel map complies with this article, the Director must approve the map and forward it to the County Recorder for filing in compliance with Cal. Gov't Code 66450.

(Ord. 1102, passed 6-7-04; Am. Ord. 1172, passed 7-2-07)

§ 16.42.390 PARCEL MAPS - CITY COUNCIL ACTION.

The City Council must act on a parcel map whenever any of the following circumstances apply:

(A) If a dedication or offer of dedication is required, the Director must forward the parcel map to the City Clerk. The Clerk must place the item on the next City Council agenda for acceptance of dedications.

(B) If improvements required pursuant to this title or other regulations were not completed, the Director must not approve the map unless the City Council authorizes deferred completion. Such authorization must only be granted if the subdivider enters into an agreement with the city to post security to guarantee the improvements.

(Ord. 1102, passed 6-7-04)

§ 16.42.400 RECORDATION OF PARCEL MAP - EFFECT.

Recordation of a parcel map has the effect of eliminating any lot lines within the boundaries of the subdivision that existed before recordation of the parcel map.

(Ord. 1102, passed 6-7-04)

DIVISION 4: FINAL MAPS

§ 16.42.410 FINAL MAP - TIME FOR FILING.

(A) Within 24 months after the date the City Council approves a tentative map, or any later date that may be authorized by an extension granted pursuant to this article, the subdivider must cause the subject property to be accurately surveyed and a Final Map to be prepared in conformance with the tentative map and any and all applicable conditions.

(B) The Final Map must be submitted to the Engineer for review and action within the time period specified by this section.

(Ord. 1102, passed 6-7-04)

§ 16.42.420 SURVEY REQUIRED.

(A) An accurate and complete field survey of the land to be subdivided must be made by a registered civil engineer or licensed land surveyor authorized to practice land surveying in the State of California. All monuments, property lines, centerlines of streets, alleys and easements adjoining or within the subdivision must be tied into the survey. The allowable error of closure on any portion of the final map must not exceed 1/10,000 for field closures and 1/20,000 for calculated closures.

(B) At the time of making the survey for the final map, the engineer or surveyor must set sufficient durable monuments to conform with the standards described in Cal. Bus. & Prof. Code 8771 so that another engineer or surveyor may readily retrace the survey. At least one exterior boundary line must be monumented before recording the final map. Other monuments must be set as required by the Engineer.

(Ord. 1102, passed 6-7-04)

§ 16.42.430 FINAL MAP - FORM AND CONTENT.

The original Final Map and one duplicate reproducible copy must be submitted to the Engineer, accompanied by the following:

(A) In the event any dedication is to be made for public use, a certificate of title, a subdivision guarantee, or a dedication letter in the name of the owner of the land, issued to or for the benefit and protection of the city by a title company authorized by the laws of the state to write such letter, showing all parties whose consent is necessary to pass clear title to the land being subdivided, together with the nature of their interests therein, except where the land contained in such subdivision is registered under the Land Registration Act (“Torrens Act”), in which latter case a certified copy of the certificate of title is furnished.

(B) A white print of the Final Map showing the contemplated location of installations of facilities or all public utilities, whether publicly or privately owned, with a statement of the proposed work, with such statement to be filed by the Engineer.

(C) A grading plan as required by the Engineer.

(D) The subdivider must file, either at the time of filing the Final Map at a later date as provided in this Division, detailed plans and specifications of the improvements to be installed as required by the provisions of this article and of all other improvements proposed to be installed by the subdivider in, on, or under any street or right-of-way, easement, or parcel of land dedicated by the map, including the estimated cost thereof.

(E) The subdivider may file multiple Final Maps on the approved tentative map, subject to the Engineer’s approval.

(F) The Final Map must meet the requirements of the Act and be in the form and contain the required data set forth in this section.

(G) The Final Map must be prepared by or under the direction of a registered civil engineer or licensed surveyor and be based upon a property survey.

(H) The scale of the map must be large enough (not smaller than 1 inch equals 100 feet) to show details clearly and enough sheets must be used to accomplish this end.

(I) The title of each Final Map must consist of a name and a tract number, as secured from the county surveyor, conspicuously placed at the lower right hand corner of the sheet, followed by the words “consisting of _____ sheets” (showing the number thereof), followed by the words “in the City of Santa Paula” or “partly in the City of Santa Paula and

partly in unincorporated territory."

(J) Every sheet of the map property must bear the title (but not subtitle), scale, north arrow, sheet number, and the number of each adjoining sheet in its proper location.

(K) A subtitle, describing all property being subdivided, must appear below the title. The subtitle must reference any map of the property that was previously recorded or filed in the County Recorder's office; or previously filed with the County Clerk pursuant to a final judgment in any action in partition; or which have been previously filed in the office of the County Recorder under authority of Cal. Gov't Code 66499.55; or by reference to the plat of any United States survey.

(L) Each reference in such description to any tract or subdivision must be spelled out and worded identically with the original record thereof and show a complete reference to the book and page of records of such county.

(M) The description must also include reference to any vacated area, with the number of the ordinance of vacation included.

(N) The name of the surveyor, survey date, and scale must appear on the title sheet below the subtitle. The map must also show the basis of bearings, making reference to some recorded subdivision map, county surveyor's map, or other record acceptable to such county surveyor, or to a solar or polaris observation. The basis of bearings must not be close to the north arrow.

(O) The lots must be numbered consecutively, commencing with the number "1," with no omissions or duplications; provided, that where the subdivision is a continuation of or an addition to an existing subdivision, the lot numbers may commence with the number immediately following the last or highest number of each existing subdivision and in all other respects must conform with the preceding requirements.

(P) Each lot must be shown entirely on one sheet.

(Q) Blocks may be used, provided they are numbered or lettered consecutively.

(R) Proposed street names must conform with a City Council approved list of street names. The names of all proposed streets must be shown without abbreviations.

(S) All streets, highways, easements (except easements indicated for privately owned public utility companies), and parcels of land shown on the Final Map and intended for any public use must be offered for dedication for public use.

(T) A certification regarding reservation of easements to privately owned public utility companies must be included on the Final Map when applicable. This certificate may show that in no event, except when permission is obtained from public utility companies occupying such easement, may any dwelling house, building or other structure, except fences or any portion thereof, be erected in, upon, over, or across any such public utility easement.

(U) The following certificates and acknowledgments must appear on the title sheet of a Final Map:

(1) Owner's certificate and acknowledgment and offer of dedication, if any;

(2) Certificate of the City Clerk of approval by the City Council and acceptance of offer of dedication;

(3) Certificate of approval of the Engineer;

(4) Certificate of approval as to form by the City Attorney;

(5) Certificate of the subdivision engineer with the engineer's state registered engineer's number or of the subdivision surveyor with the surveyor's state licensed land surveyor's number.

(6) Such other affidavits, certificates, acknowledgments, endorsements, and notarial seals as are required by law.

(V) The Final Map must particularly define, delineate, and designate all lots intended for sale or reserved for private purposes; all parcels offered for dedication for any purpose; and any private streets with all dimensions, minimum lot sizes, boundaries and courses clearly shown and defined in every case.

(W) Parcels offered for dedication other than for streets or easements must be designated by number.

(X) Private streets must be designated by name and have inserted within the limits thereof the words “not a public street.”

(Y) Sufficient linear, angular, and curve data must be shown to determine readily the bearing and length of the boundary lines of the subdivision and of the boundary lines of every block, lot, and parcel which is a part thereof. All lots and blocks are shown in their entirety on one sheet wherever practicable.

(Z) Arc lengths, radii, and central angle and radial bearing of each curve at intersection with a line not tangent to such curve are shown.

(AA) The Final Map must fully describe and show the location of any stakes, monuments, or other evidence to determine the boundaries of the subdivision. Each adjacent corner of each adjoining subdivision or portion thereof by lot and block numbers, tract names and place of record, or by section, township and range or other proper designation must be shown and identified on the map.

(BB) The location, size, and depth of all monuments placed in making the survey must be shown, and if any points were reset by ties, that fact must be noted.

(CC) The boundary of the subdivision must be indicated by a border of prussian blue water color or blue india ink approximately one-eighth of an inch wide, applied on the reverse side of the tracing and inside such boundary line.

(DD) Such water color must be of such density as to be transferable to white print of such map and not obliterate any line, figure, or other data appearing thereon.

(EE) All lines shown on the map that do not constitute a part of the subdivision itself must be clearly distinguishable from those lines which are a part of the subdivision, and any area enclosed by such lines is labeled “not a part of this subdivision.”

(FF) City boundaries that cross or adjoin the subdivision must be clearly designated and located in relation to adjacent lot or block lines.

(GG) The Final Map must show the line of high water in instances where the subdivision is adjacent to a stream, channel, or any body of water. The Final Map must also show any area subject to periodic inundation by water, as required by the Engineer.

(Ord. 1102, passed 6-7-04)

§ 16.42.440 APPROVAL BY CITY COUNCIL.

(A) After review and approval by the Engineer, the final map must be placed on the City Council agenda for its approval. The City Council must consider the final map for approval at the next regular meeting after the Engineer approves the map.

(B) The City Council must approve the final map if it has previously approved a tentative map for the proposed subdivision, and if it finds that the final map is in substantial compliance with the previously approved tentative map, and if it conforms to all applicable requirements of this title and the Act.

(C) If the final map is unacceptable, the Council must make its recommended corrections, instruct the subdivider to revise the final map and defer approval until the final map is resubmitted.

(D) The City Council must deny approval of the final map only for failure to meet or perform requirements or conditions which were applicable to the subdivision at the time of approval of the

tentative map. Where the Council denies approval of the final map, such disapproval must be accompanied by a finding identifying the requirements or conditions which have not been met or performed. The City Council may waive the requirements of this section upon a finding that the failure of the map to meet the conditions set forth in the tentative map is the result of a technical and inadvertent error which does not materially affect the validity of the map.

(Ord. 1102, passed 6-7-04)

§ 16.42.450 FINAL MAP RECORDATION.

Following action by the Engineer, and after the required signatures and seals are affixed, the City Clerk must transmit the Final Map to the County Recorder for recordation.

(Ord. 1102, passed 6-7-04)

§ 16.42.460 CIRCUMSTANCES UNDER WHICH CORRECTIONS AND AMENDMENTS CAN BE MADE.

(A) After a Final Map or Parcel Map is filed in the office of the County Recorder, such map may be amended by a Certificate of Correction or an amending map for any of the following purposes:

(1) To correct an error in any course or distance shown thereon.

(2) To show any course or distance that was omitted thereon.

(3) To correct an error in the description of real property shown on the map.

(4) To indicate monuments set after the death, disability, retirement from practice, or replacement of the engineer or surveyor charged with the responsibilities for setting the monuments.

(5) To show the proper location or character of any monument which has been changed in location or character and originally shown at the wrong location or incorrectly as to its character.

(6) To correct any additional information filed or recorded with the map, as required by the city, if the correction does not impose additional burden on the present fee owner of the property and does not alter the right, title, or interest in the real property reflected on the recorded map.

(7) To correct any other type of map error or omission as approved by the County Surveyor or Engineer that does not affect any property right. Such errors and omissions may include, but are not limited to, lot numbers, acreage, street names, and identification of adjacent record maps.

(B) As used in this section, “error” does not include changes in courses or distances that cannot be proven from the data shown on the Final Map.

(Ord. 1102, passed 6-7-04)

§ 16.42.470 ADDITIONAL CIRCUMSTANCES.

(A) In addition to the circumstances specified above, changes or modifications may be made to a Final or Parcel Map if the City Council finds that:

(1) There are changes in circumstances which make any or all of the conditions of such a map no longer appropriate or necessary;

(2) The modifications do not impose any additional burden on the present fee owner of the property;

(3) The modifications do not alter any right, title, or interest in the real property reflected on the recorded map; and

(4) The map, as modified, meets the findings for approval.

(B) A request for a change to or modification of a Final Map pursuant to this section must be made on forms provided by the Director. Such change or modification is processed in accordance with

the procedures established for a tentative map of this Title 16. The public hearings for such application are confined to the consideration of and action on the proposed change or modification.

(Ord. 1102, passed 6-7-04)

DIVISION 5: CERTIFICATES OF COMPLIANCE

§ 16.42.480 FILING.

Upon determination by the Director that a Certificate of Compliance is required, the property owner or authorized representative must file a Certificate of Compliance application on forms provided by the Director, together with required filing fees, a chain of title, and other information that may be required by the Director or Engineer to establish the status of the parcel.

(Ord. 1102, passed 6-7-04)

§ 16.42.490 REVIEW OF APPLICATION AND DECISION.

(A) The Director must forward the application for review by the Engineer and any other city or governmental agency that may have jurisdiction over any aspect of the application.

(B) The Director must review all available information, including information provided by other city and governmental agencies, and make a determination whether the real property was divided in accordance with the Act and this title or any prior city subdivision regulations.

(C) Upon making a determination that the real property complies with applicable provisions of the Act and this title, the Director must issue a Certificate of Compliance and cause such Certificate of Compliance to be recorded with the Ventura County Recorder.

(D) Upon making a determination that the real property does not comply with applicable provisions of the Act and this title, the Director may deny the application, or impose conditions on the granting of a Certificate of Compliance, in accordance with this division.

(Ord. 1102, passed 6-7-04)

§ 16.42.500 CONDITIONAL CERTIFICATE OF COMPLIANCE.

(A) The Director may impose conditions upon the granting of a Certificate of Compliance in the event that the real property does not comply with applicable provisions of the Act and this Title. Such conditions are limited to those requirements that would have been applicable to the division of the property at the time the applicant acquired interest therein. However, if the current owners were responsible for the division, then current requirements of this article may be imposed.

(B) The Director will forward the application and related information to the Design Review Committee for review. Related information must include references to state law and city ordinances that were in effect at the time the property was subdivided.

(C) The Design Review Committee may impose conditions on the approval of the Conditional Certificate of Compliance. Any decision of the Design Review Committee regarding imposition of conditions may be appealed to the Planning Commission.

(D) If no appeals are filed within the designated appeal period, the Director must issue a Conditional Certificate of Compliance and cause such Conditional Certificate of Compliance to be recorded with the Ventura County Recorder.

(Ord. 1102, passed 6-7-04)

§ 16.42.510 EFFECT OF CONDITIONAL CERTIFICATE OF COMPLIANCE.

The Conditional Certificate of Compliance serves as notice to the property owner who has applied for the certificate or any subsequent owner or developer that the fulfillment and implementation of conditions is required before the subsequent issuance of a permit or other grant of approval for development of the property.

(Ord. 1102, passed 6-7-04)

§ 16.42.520 INFORMATION REQUIRED ON CERTIFICATE OF COMPLIANCE.

A recorded Certificate of Compliance or Conditional Certificate of Compliance must include all information specified in Cal. Gov't Code 66499.35(f).

(Ord. 1102, passed 6-7-04)

§ 16.42.530 CERTIFICATES OF COMPLIANCE FOR MULTIPLE PARCELS.

A single Certificate of Compliance or Conditional Certificate of Compliance application may be processed and recorded for multiple parcels, provided that such single Certificate of Compliance or Conditional Certificate of Compliance clearly identifies and distinguishes between the descriptions of each parcel.

(Ord. 1102, passed 6-7-04)

DIVISION 6: LOT LINE ADJUSTMENTS

§ 16.42.540 FILING.

Lot line adjustment applications must be filed on forms provided by the Director, together with required filing fees and other information required by the Director to allow for review of the application.

(Ord. 1102, passed 6-7-04)

§ 16.42.550 REVIEW AND PROCESSING.

(A) Upon receiving a completed Lot Line Adjustment application, the Director must forward the application for review by the Engineer and any other city or governmental agency that may have jurisdiction over any aspect of the application.

(B) The Director must review all available information, including information provided by other city and governmental agencies, and make a determination whether the proposed lot line adjustment conforms with the provisions of this Code and any applicable Specific Plan or Planned Development.

(Ord. 1102, passed 6-7-04)

§ 16.42.560 ACTION.

(A) The Director may approve or conditionally approve a request for a lot line adjustment in writing after investigating and receiving reports from other departments, if the Director finds that the proposed lot line adjustment conforms to all of the following requirements:

(1) The lots adjoin one another;

(2) The lot line adjustment will not create a greater number of lots than originally existed;

(3) It conforms with the city's general plan;

(4) It conforms with the city's zoning and building regulations set forth in this Code.

(B) Any conditions imposed on the approval are limited to those conditions necessary to:

(1) Ensure conformance with the city's general plan;

(2) The city's zoning and building regulations as set forth in this Code;

(3) Require the prepayment of real property taxes before approval of the adjustment; or

(4) Facilitate the relocation of existing utilities, infrastructure, or easements.

(C) Should the lot line adjustment application fail to meet any of the criteria set forth above, the Director may deny the application.

(Ord. 1102, passed 6-7-04)

§ 16.42.570 FINALIZATION OF ADJUSTMENT.

Within 24 months after the Director approves a lot line adjustment, all record owners must cause to be recorded with the office of the Ventura County Recorder either a grant deed or quit claim deed reflecting the adjustment. No record of survey is required for a lot line adjustment. However, the legal descriptions provided on the deed or deeds is prepared by a licensed surveyor, licensed in the State of California, or qualified registered civil engineer.

(Ord. 1102, passed 6-7-04)

DIVISION 7: REVERSION TO ACREAGE

§ 16.42.580 INITIATION.

Either the City Council, on its own motion, or all owners of record of the real property within the subdivision, by formal application, may initiate proceedings for a Reversion to Acreage.

(Ord. 1102, passed 6-7-04)

§ 16.42.590 FILING.

(A) Reversion to Acreage applications initiated by owners of record of the real property within the subdivision must be filed on forms provided by the Director, together with required filing fees and other information required by the Director to allow for review of the application. At a minimum, information provided must include:

(1) Adequate evidence of title of the real property within the subdivision;

(2) Sufficient data to enable the City Council to make all of the findings and determinations required by this division; and

(3) A Final Map that delineates dedications that will not be vacated and dedications that are a condition of reversion.

(B) Where the City Council initiates a Reversion to Acreage, the Council will direct the Director to obtain the information necessary to initiate and conduct the proceedings.

(Ord. 1102, passed 6-7-04)

§ 16.42.600 PROCESSING.

The Director, in consultation with the Engineer, must review the application for conformance with the provisions of this division and report to the City Council identifying the extent to which the Reversion to Acreage complies with this division and the findings set forth below.

(Ord. 1102, passed 6-7-04)

§ 16.42.610 CITY COUNCIL ACTION.

(A) The City Council must hold a public hearing to consider the application and any related, relevant, information.

(B) Following the public hearing, the City Council must act to approve, conditionally approve, or deny the Reversion to Acreage.

(C) In acting to approve or conditionally approve a Reversion to Acreage, the City Council must require:

(1) Dedications or offers of dedications necessary for purposes specified by city regulations;

(2) Retention of all previously paid fees, if necessary to accomplish the purposes of this title; and

(3) Retention of any portion of required improvement security or deposits, if necessary to accomplish the purpose of this title.

(Ord. 1102, passed 6-7-04)

§ 16.42.620 REQUIRED FINDINGS.

As part of its action to approve or conditionally approve a Reversion to Acreage, the City Council must make the following findings:

(A) That dedications or offers of dedication to be vacated or abandoned by the reversion to acreage are unnecessary for present or prospective public purposes; and

(B) Either:

(1) All owners of interest in the real property within the subdivision consented to the reversion;

(2) None of the improvements required to be made were made within two years from the date the final or parcel map was filed for record, or within the time allowed by agreement for completion of the improvements, whichever is later; or

(3) No lots on the Final Map or parcel map were sold within five years from the date such map was filed for record.

(Ord. 1102, passed 6-7-04)

§ 16.42.630 FINALITY OF ACTION.

In order for a Reversion to Acreage to become effective, a Final Map must be recorded.

(Ord. 1102, passed 6-7-04)

DIVISION 8: MERGERS

§ 16.42.640 CONDITIONS UNDER WHICH A MERGER CAN BE REQUIRED.

Whenever two or more contiguous parcels are under common ownership and any one of the parcels does not conform to the standards for minimum parcel size set forth in this title, the city can require the merger of parcels before it issues a development permit, provided all of the requirements specified in Cal. Gov't Code 66451.11 are satisfied.

(Ord. 1102, passed 6-7-04)

§ 16.42.650 NOTICE OF INTENTION TO MERGE PARCELS.

(A) Before initiating a merger, the city must mail to the owner of the affected parcels a Notice of Intention to Determine Status. The same notice is filed with the Ventura County Recorder on the same date that notice is mailed to the property owner. Such notice must inform the property owner that the affected parcels may be merged and advise the owner of the opportunity to request a hearing on determination of status.

(B) At any time within 30 days of the recording of the Notice of Intention to Determine Status, the property owner may file with the Director a request for a hearing.

(Ord. 1102, passed 6-7-04)

§ 16.42.660 PLANNING COMMISSION REVIEW AND ACTION.

(A) Upon receiving a request for a hearing, the Director must schedule a public hearing before the Planning Commission in accordance with this title. The hearing should be conducted not later than 60 days after the Director receives the hearing request.

(B) The Planning Commission must hold a public hearing in accordance with this chapter to consider the parcel merger application.

(C) At the conclusion of the public hearing, the Planning Commission must determine whether the parcels should or should not be merged.

(D) The decision of the Planning Commission is final unless an appeal is filed.

(Ord. 1102, passed 6-7-04)

§ 16.42.670 DETERMINATION WHEN NO HEARING IS REQUESTED.

If the Director does not receive a timely filed request for hearing, the Director may decide whether or not the parcels may be merged. Decisions allowing a merger must be recorded not later than 90 days after notice of the decision.

(Ord. 1102, passed 6-7-04)

§ 16.42.680 FINALITY OF ACTION.

(A) A notice of merger must be filed with the Ventura County Recorder's Office after a decision which allows allowing a parcel merger. The notice must identify the names of the record owners and describe the property being merged.

(B) A release of the notice of intention to determine status must be filed with the Ventura County Recorder's Office after a decision that disallows a parcel merger.

(Ord. 1102, passed 6-7-04)

DIVISION 9: CONDOMINIUM CONVERSIONS

§ 16.42.690 APPLICABILITY.

A condominium conversion requires the approval of a tentative and Final Map, or a parcel map, unless the exemptions specified in Cal. Gov't Code §66412(g) and (h) apply, or unless the city waives the requirement for conversion of a mobile home park to resident ownership pursuant to Cal. Gov't Code 66428.1.

(Ord. 1102, passed 6-7-04)

§ 16.42.700 FILING AND PROCESSING.

(A) Filing a condominium conversion application is the same as that established for a tentative tract map with the following exceptions and additional requirements:

(1) The tentative map for a condominium conversion project need not show the buildings or the manner in which the buildings or the airspace above the property are to be divided. However, the city may require that an exhibit be provided showing the manner in which buildings are to be arranged on the property.

(2) Addresses of all tenants of the property proposed for conversion must be provided with other required notice materials. Also, the subdivider must provide the city with notarized verification of provision of the Notice of Intent to Convert required by Cal. Gov't Code §66452.8 and 66452.9.

(3) Pursuant to Cal. Gov't Code 66427.4, if a mobile home park is proposed for conversion, the applicant must submit a report on the impact of the conversion upon the displaced

residents of the mobile home park. Such report must be prepared in accordance with Cal. Gov't Code §66427.4 and 66427.5.

(4) Pursuant to Cal. Gov't Code 66452.10, if the proposed condominium conversion project involves a stock cooperative or community apartment project, the applicant must submit notarized verification of the vote.

(B) The processing of a condominium conversion project is the same as that established for a tentative tract map except that, pursuant to Cal. Gov't Code 66451.3, notice of the public hearing must be provided to all tenants of the subject property.

(C) In acting to approve a condominium conversion project, the Planning Commission and/or the City Council must make the same findings as for a tentative map and the additional findings set forth in Cal. Gov't Code 66427.1.

(D) A condominium conversion project must also comply with Chapter 16.43 - Condominiums and Conversions.

(Ord. 1102, passed 6-7-04; Am. Ord. 1169, passed 2-5-07)

§ 16.42.710 COMPLETION OF CONVERSION.

Filing of Final Map or parcel map is required for completion of the condominium conversion project, except when waived for a mobile home park.

(Ord. 1102, passed 6-7-04)

DIVISION 10: SUBDIVISION IMPROVEMENTS

§ 16.42.720 CONFORMANCE WITH CITY PLANS AND STANDARDS.

All subdivision plans and associated street plans must conform to the Circulation Element of the Santa Paula General Plan and street standards adopted by the City Council.

(Ord. 1102, passed 6-7-04)

§ 16.42.730 CONNECTIONS TO EXISTING STREETS.

All new streets must connect to existing streets and must provide street gap closures to the maximum extent feasible and practical to facilitate traffic circulation and ensure implementation of the General Plan Circulation Element.

(Ord. 1102, passed 6-7-04)

§ 16.42.740 SUBDIVISION ACCESS TO PUBLIC STREET.

Every subdivision must be designed to provide access to a public street as follows:

(A) Direct access where the property abuts an existing public street or a planned public street for which the right-of-way was defined and improvements to the planned street are provided pursuant to this chapter; or

(B) A non-exclusive easement for street, utility, drainage, or similar purposes, provided the easement is:

(1) Offered for dedication;

(2) Unencumbered by any rights that would restrict the proposed use; and

(3) Of a width, grade, location, and configuration which, in the opinion of the Engineer, will allow it to serve its intended function.

(Ord. 1102, passed 6-7-04)

§ 16.42.750 PARCEL ACCESS.

(A) New parcels created by a subdivision must provide access to either a public street or a private street, if a private street is allowed by this section.

(B) Direct parcel access to a state highway or a City Major Arterial, Arterial, Minor Arterial, Major Commercial/Industrial, or Commercial/Industrial may be denied to ensure traffic safety. Alternatively, the city may require construction of a frontage road between the parcel and the abutting highway or city street.

(Ord. 1102, passed 6-7-04)

§ 16.42.760 PRIVATE STREETS.

Private streets may be permitted by the City Council, provided such streets meet the following requirements:

(A) The street design provides a width, configuration, slope, and other design characteristics satisfactory to the Public Works Director and the Fire Chief;

(B) Streets do not prevent the orderly development of adjacent properties, prevent future connections to planned public streets, or interfere with local circulation;

(C) Streets meet the circulation needs of the property they serve; and

(D) The owners, association of owners, or organization responsible for the private streets provides the city with written assurance, approved as to form by the City Attorney, that the street or streets will be adequately maintained.

(Ord. 1102, passed 6-7-04)

§ 16.42.770 STREET DESIGN AND IMPROVEMENT.

All new public streets proposed or required within or adjacent to a subdivision must be designed in accordance with adopted city street standards and the following requirements:

(A) Where a property for which a tentative or parcel map was filed is adjacent to a property which may be subject to a future subdivision, the review authority may require streets to be extended to the boundary of the adjacent property to allow for future access and street connections.

(B) Street intersections must be as near to right angles as practicable.

(C) Street grades between 6% and 10% are allowed only for limited distances in which, in the judgment of the review authority, topographical conditions make a lesser grade impractical. A grade exceeding 10% will be approved only when, in the judgment of the review authority, conclusive evidence shows that a lesser grade is physically impractical.

(D) Where an existing city street adjoins, passes through, or otherwise provides access to a proposed subdivision, the review authority may require dedication of additional right-of-way and/or improvements consistent with the General Plan Circulation Element.

(E) Permanent dead-end streets or cul-de-sacs must not exceed 660 feet in length.

(F) All streets within a subdivision must be named in accordance with City Council resolution.

(Ord. 1102, passed 6-7-04)

§ 16.42.780 ALLEYS.

All new alleys must have a minimum width of 25 feet and is designed per adopted city standards.

(Ord. 1102, passed 6-7-04)

§ 16.42.790 DRAINAGE.

(A) All subdivisions must be designed to accommodate storm drainage tributary to and originating within the subject subdivision.

(B) All on grade storm water conveyance facilities, including ditches, channels, catch basins, and road improvements must be designed and constructed for flood frequency of ten years or other threshold determined by the Public Works Director to be appropriate and necessary to provide adequate flood protection. All facilities serving sump locations must be designed for a flood frequency of 50 years or other threshold determined by the Public Works Director to be appropriate and necessary to provide adequate flood protection. The design of such facilities and systems is based upon information provided by a registered engineer and approved by the Public Works Director.

(C) To the maximum extent feasible, existing natural drainage courses must be retained.

(D) Facilities and systems must be designed to avoid concentrations of runoff and to avoid the creation of facilities that could pose a risk or hazard to public health and safety.

(E) Drainage facilities must be located with street rights-of-way or public easements.

(Ord. 1102, passed 6-7-04)

§ 16.42.800 LOT PATTERNS.

(A) Every lot must be designed to conform to the minimum area and dimension requirements applicable to the zoning in which the lot is located or, in the case of a change of zone, proposed to be located.

(B) Each new lot created by a subdivision must have a physical shape and configuration that allows subsequent buildings and other improvements to be constructed in conformance with the development standards for the zone in which such lot is located, to ensure that safe driveways and other accesses can be provided, and to ensure that any required landscaping can be provided.

(C) The creation of flag lot configurations in any new subdivision is discouraged.

(D) The creation of lots with double street frontage is discouraged.

(E) Blocks longer than 1,200 feet in length are discouraged and may be cause for disapproval of a tentative map.

(Ord. 1102, passed 6-7-04)

§ 16.42.810 GRADING AND USE OF NATURAL TOPOGRAPHY.

The design of subdivisions in hillside areas must conform to the grading standards contained in this title.

(Ord. 1102, passed 6-7-04)

§ 16.42.820 SIDEWALKS, PARKWAYS AND TRAILS.

(A) Sidewalks must be provided in new subdivisions, and be designed and installed in accordance with adopted city standards.

(B) Parkways must be provided where such parkways will contribute positively to overall subdivision design, will better integrate the subdivision with surrounding land uses, and will implement General Plan policies. Parkways must have a minimum width of four feet or a width as may be required by the responsible review authority. Parkway planting may be required through subdivision conditions of approval.

(C) Bikeways and trails must be provided in new subdivisions. Such bikeways and trails must be designed to eventually connect to a citywide system.

(Ord. 1102, passed 6-7-04)

§ 16.42.830 STREET LIGHTING.

Street light fixtures must be provided pursuant to city policies regarding street lighting, or as determined to be necessary by the Engineer.

(Ord. 1102, passed 6-7-04)

§ 16.42.840 IMPROVEMENTS - GENERAL.

(A) As a condition for approving any Final Map, the subdivider must improve or agree to make all improvements for all land designated for streets, highways, public ways, and easements. Such improvements include streets, sidewalks, curbs, gutters, culverts, bridges, storm drains, sanitary sewers, permanent subdivision monuments, and other structures or improvements set forth in this division or as recommended by the Planning Commission and/or deemed by the City Council to be necessary for the general use of the lot owners in the subdivision and for traffic and drainage needs.

(B) All improvements must be installed to grades approved by the Engineer. Plans and specifications of proposed improvements must be furnished to the Engineer in conjunction with the Final Map. These plans and profiles must show full details of the proposed improvements in accordance with the most current city standards.

(C) The minimum improvements which the subdivider will be required to make at the subdivider's own cost in the subdivision before the acceptance and approval of the Final Map is as described generally below and in detail in this division:

(1) Fire hydrants and adequate distribution lines to provide adequate domestic water supply to each lot and sufficient fire protection to meet local neighborhood needs, as determined by the Fire Chief;

(2) City wastewater disposal system to each lot;

(3) Adequate drainage of the subdivision streets, highways, ways and alleys;

(4) Adequate grading and surfacing of streets, highways, ways and alleys;

(5) Curbs, gutters and sidewalks; and

(6) Permanent subdivision monuments.

(Ord. 1102, passed 6-7-04)

§ 16.42.850 STREETS.

All required public and private streets must be installed in accordance with plans approved by the Engineer.

(Ord. 1102, passed 6-7-04)

§ 16.42.860 DRAINAGE FACILITIES.

All required drainage and flood control facilities must be installed in accordance with plans approved by the Engineer.

(Ord. 1102, passed 6-7-04)

§ 16.42.870 UNDERGROUNDING OF UTILITIES.

(A) Utility lines including, without limitation, electrical, telephonic, street, and cable television must be placed underground within all new subdivisions.

(B) All underground construction must be installed before the streets are paved if such construction occurs within streets and requires open excavation of the street surface. All construction must be performed to the satisfaction of the Engineer and in accordance with city standards.

(Ord. 1102, passed 6-7-04)

§ 16.42.880 WATER AND SEWER SERVICE.

(A) Water mains and other required facilities must be installed to serve each lot within a proposed subdivision per the requirements of the water service provider. All such facilities must be installed consistent with applicable master plans. Where water facilities are to be installed in a public street, all improvement plans are subject to review by the Public Works Director, and fire hydrant locations and specifications are approved by the Fire Chief.

(B) All new subdivisions and each lot within a proposed subdivision are required to connect to the city's sewer system. All sewer facilities must be installed consistent with applicable master plans. Where sewer facilities are to be installed in a public street, all improvement plans are subject to review by the Public Works Director.

(Ord. 1102, passed 6-7-04)

§ 16.42.890 LANDSCAPING.

Landscaping and associated automatic irrigation systems must be installed as required for erosion control and slope stabilization.

(Ord. 1102, passed 6-7-04)

§ 16.42.900 UTILITY EASEMENTS.

(A) The subdivider must reserve and grant the following right-of-way easements, either overhead or underground, to public utility companies:

(1) At the rear of all lots, except at the perimeter of the subdivision, of a width of not less than six feet;

(2) At the rear of all lots at the perimeter of the subdivision, of a width of not less than ten feet;

(3) Along side lot lines, where necessary, of a width of not less than six feet; and

(4) Over areas contiguous to public alleys, where necessary, of a width necessary for overhang of facilities, anchorage, line continuity, ingress and egress, and for trimming and topping trees that may endanger or interfere with the maintenance of such public utility facilities.

(B) Such right-of-way easements are delineated on the subdivision map and identified as "Easements for Public Utilities."

(Ord. 1102, passed 6-7-04)

§ 16.42.910 CABLE ACCESS.

As a condition of approval of a final map, the subdivider must provide access to all cable operators within the city.

(Ord. 1102, passed 6-7-04)

§ 16.42.920 MONUMENTS.

Monuments must be provided as required by the Act.

(Ord. 1102, passed 6-7-04)

§ 16.42.930 SUPPLEMENTAL IMPROVEMENTS.

(A) At the City Council's direction, the subdivider may be required to install improvements for the benefit of the subdivision which may be of such supplemental size, capacity, number, or length as will

benefit property not within the subdivision. Such improvements may be a condition precedent to the approval of a subdivision or parcel map.

(B) The subdivider will be reimbursed for that portion of the costs of those improvements, including an amount attributable to interest, in excess of the construction required for the subdivision.

§ 16.42.940 SECURITY AND AGREEMENTS.

(A) A subdivider may record a final or parcel map pursuant to this article before completing required improvements, provided the City Council approves a subdivision improvement agreement and the subdivider provides security as approved by the Council in accordance with Cal. Gov't Code 66499(a). The improvement agreement and security must be in a form approved by the City Attorney.

(B) The amount of security must be based upon 100% of the estimated cost of the required improvement or improvements. Such cost estimate is provided by the subdivider, based upon information provided by a qualified engineer, and is approved by the Public Works Director.

(C) Release of the security may be accomplished in accordance with Cal. Gov't Code §66499.7 and 66499.8. (Ord. 1102, passed 6-7-04)

§ 16.42.950 SECURITIES AND SPECIAL ASSESSMENTS.

Should the required subdivision improvements be financed and installed pursuant to special assessment proceedings, the subdivider may apply to the City Council for a reduction in the amount of the improvement security required, up to an amount corresponding to the amount of faithful performance and labor and material bonds required by the special assessment act being used. The City Council may grant such reduction if it finds that such bonds have been in fact provided and that the obligations secured thereby are substantially equivalent to those required by this division.

(Ord. 1102, passed 6-7-04)

§ 16.42.960 RIGHT-OF-WAY DEDICATION.

(A) As a condition of approval of a map, the subdivider must dedicate or make an irrevocable offer of dedication of all parcels of land within the subdivision that are needed for streets and alleys (including access rights and abutters rights), drainage, public utility easements, and other public easements.

(B) The subdivider must improve or agree to improve all streets and alleys (including access rights and abutters rights), drainage, public utility easements, and other public easements offered for dedication. Such improvements must be performed in accordance with the requirements of this division or as may otherwise be approved by the City Council.

(Ord. 1102, passed 6-7-04)

§ 16.42.970 PARKLAND DEDICATION AND FEES.

All projects approved for development under this division must provide for at a minimum its fair share of future parkland and open space through dedication to the city, or payment of impact fees in accordance with adopted and enacted fee schedules for this purpose, or both.

(Ord. 1102, passed 6-7-04)

§ 16.42.980 BICYCLE PATHS AND TRAILS.

(A) For any residential subdivision containing 40 or more parcels, and where the dedication of roadways is required, the subdivider may be required to dedicate such additional land as may be necessary and feasible to provide bicycle paths for the use and safety of residents of the subdivision, as well as bicycle paths included as part of the General Plan Circulation Element Bicycle and Trail Plan.

(B) The subdivider may be required to dedicate additional land as may be necessary and feasible to accommodate trails included in the General Plan Circulation Element Bicycle and Trail Plan.

(Ord. 1102, passed 6-7-04)

§ 16.42.990 TRANSIT FACILITIES.

For any residential subdivision containing 200 or more parcels, or for any subdivision containing 100 acres or more, the subdivider may be required to dedicate or provide an irrevocable offer of dedication of land within the subdivision for local transit facilities such as bus turnouts, benches, shelters, bus stop pads, and similar features which directly benefit the residents of the subdivision.

(Ord. 1102, passed 6-7-04)

DIVISION 11: FEES

§ 16.42.991 BRIDGE AND MAJOR THOROUGHFARE FEES.

(A) Pursuant to Cal. Gov't Code §66484 and 66489, the city may require the payment of a fee as a condition of approval of a final map, or as a condition of issuing a building permit for purposes of defraying the actual or estimated cost of constructing bridges over waterways, railways, freeways and canyons, or constructing major thoroughfares, upon compliance with the procedure and conditions set forth in this chapter.

(B) Such construction must comply with the circulation element of the city's general plan and, in the case of bridges, to the transportation or flood control provisions that identify railways, freeways, streams or canyons for which bridge crossings are required on the city's general plan or local roads and in the case of major thoroughfares, to the provisions of such circulation element which identify those major thoroughfares whose primary purpose is to carry through traffic and provide a network connecting to the state highway system; provided, such circulation element, transportation or flood control provisions were adopted by the city 30 days before the filing of a map or application for a building permit.

(C) Payment of a fee is not required or made a condition for approval of a subdivision map or made a condition for the issuance of a building permit until the area benefited is determined by the City Council. There must be a public hearing held by the City Council for each area benefited.

(1) The hearing must be set before the City Council and notice must be given pursuant to Cal. Gov't Code 65905 at least ten calendar days before the hearing date.

(2) Notices must contain preliminary information related to the boundaries of the area of benefit, estimated cost and method of fee apportionment. The area of benefit may include land or improvements in addition to the land or improvements which are the subject of any map or building permit application considered at such proceedings.

(D) At the conclusion of the public hearing, the City Council may decide to establish the boundaries of the benefit area by resolution, the costs, whether actual or estimated, and a fair method of allocation of costs to the area of benefit and fee apportionment. The city may impose a reasonable charge on property within the area which in the opinion of the City Council is benefited by the construction of the bridge or major thoroughfare. The method of fee apportionment, in the case of major thoroughfares, must not provide for higher fees on land which abuts the proposed improvement except where the abutting property is provided direct usable access to the major thoroughfare. A description of the boundaries of the area of benefit, the property or properties within said area which in the opinion of the City Council are benefited by the construction of the improvement, the costs, whether actual or estimated, and the method of fee apportionment and imposition of charges on properties within the area, as established at the hearing, must be incorporated in the City Council resolution, a certified copy of which must be recorded by the City Council with the County Recorder. Such apportioned fees are applicable to all property within the area of benefit and are payable as a condition of approval of a final map or as a condition of issuing a building permit for such property or portions thereof. Where the area of benefit includes lands not subject to the payment of fees pursuant to this section, the City Council must provide for payment of the share of improvement costs apportioned to such lands from other sources.

(E) Payment of fees with respect to major thoroughfares is not required unless the major thoroughfares are in addition to, or a reconstruction of, any existing major thoroughfares serving the area at the time of the adoption of the boundaries of the area of benefit.

(F) Payment of fees with respect to a bridge facility are not required unless the planned bridge facility is an original bridge serving the area or an addition to any existing bridge facility serving the area at the time of the adoption of the boundaries of the area of benefit. Fees must not be expended to reimburse the cost of existing bridge facility construction.

(G) Major Protest.

(1) Protests against the proposed improvement, the requirement for paying fees, the apportionment of the fees or the determination of the boundaries of the area of benefit may be filed at any time before the hour set for hearing. If there is a written protest filed with the City Clerk by the owners of more than one-half of the area of the property to be benefited by the improvement and sufficient protests are not withdrawn so as to reduce the area represented to less than one-half of that to be benefited, then the proposed proceedings must be abandoned, and the City Council must not, for one year from the filing of that written protest, commence or carry on any proceedings for the same improvement or acquisition under the provisions of these sections.

(2) Nothing in this section must preclude the processing and recordation of maps in accordance with other provisions of the law and ordinances relating to maps if the proceedings under these sections are abandoned.

(3) Any protest may be withdrawn by the owner making the same, in writing, at any time before the conclusion of the aforesaid public hearing held pursuant to this title.

(4) If any majority protest is directed against only a portion of the improvement, then all further proceedings under the provisions of these sections to construct that portion of the improvement so protested against are barred for a period of one year, but the City Council is not barred from commencing new proceedings not including any part of the improvement or acquisition protested against. Nothing in this section prohibits the City Council, within such one-year period, from commencing and carrying on new proceedings or the construction of a portion of the improvements so protested against if it finds, by the affirmative vote of four-fifths of its members, that the owners of more than one-half of the area of the property to be benefited are in favor of going forward with such portion of the improvement or acquisition.

(H) Fees.

(1) Fees or charges paid pursuant to these sections must be deposited in a planned bridge facility or major thoroughfare fund. A fund must be established for each planned bridge facility project or each planned major thoroughfare project. If the benefit area is one in which more than one bridge is required to be constructed, a fund may be so established covering all of the bridge projects in the benefit area. Monies in such fund may be expended only for constructing or reimbursing for construction of the improvement serving the area to be benefitted and from which the fees comprising the fund were collected, or to reimburse the city for the cost of constructing the improvement.

(2) The fees or charges collected must be paid to the city or the subdivider constructing the bridge or major thoroughfare, and the city, with respect to any property within its jurisdiction which in the opinion of the City Council is benefitted by the construction of the bridge or major thoroughfare, may enter into a reimbursement agreement with the subdivider.

(3) In lieu of the payment of fees, the city may accept other considerations which it deems equivalent.

(4) The city may advance money from its general fund or road fund to pay the cost of constructing improvements and may reimburse the general fund or road fund for such advances from planned bridge facility funds or major thoroughfare funds established to finance the construction of such improvements.

(I) Interest-bearing Indebtedness; Other Funds.

(1) The city, when imposing fees pursuant to this section, may incur an interest-bearing indebtedness for the construction of such bridge facilities or major thoroughfares; provided, that the sole security for repayment of such

indebtedness are monies deposited as set forth above in planned bridge facility or major thoroughfare funds.

(2) Nothing in this chapter should be construed to preclude the city from providing funds for the construction of bridge facilities or major thoroughfares in order to defray costs not allocated to the area of benefit.

(Ord. 1102, passed 6-7-04)

§ 16.42.992 SUPPLEMENT SIZE, CAPACITY OR NUMBER REQUIRED.

Improvements installed by the subdivider for the benefit of the subdivision must contain supplemental size, capacity, number, or length for the benefit of property not within the subdivision, and such improvements must be dedicated to the public. Supplemental length may include minimum sized off- site sewer lines necessary to reach a sewer outlet in existence at that time.

(Ord. 1102, passed 6-7-04)

§ 16.42.993 REIMBURSEMENT AGREEMENT.

The city may enter into an agreement with the subdivider to reimburse the subdivider for that portion of the cost of such improvements equal to the difference between the amount it would have cost the subdivider to install such improvements to serve the subdivision only, and the actual cost of such improvements, including an amount attributable to interest.

(Ord. 1102, passed 6-7-04)

§ 16.42.994 METHOD OF REIMBURSEMENT.

In order to pay the costs as required by the reimbursement agreement, the city may:

(A) Collect from other persons, including public agencies, using such improvements for the benefit of real property not within the subdivision, a reasonable charge for such use.

(B) Contribute to the subdivider that part of the cost of the improvements that is attributable to the benefit of real property outside the subdivision and levy a charge upon the real property benefitted to reimburse itself for such cost, together with interest thereon, if any, paid to the subdivider.

(C) Establish and maintain local benefit districts for the levy and collection of such charge or costs from the property benefitted.

(Ord. 1102, passed 6-7-04)

§ 16.42.995 REIMBURSEMENT FOR DRAINAGE AND SANITARY SEWER FACILITIES.

The City Council may adopt the plan and map designated in Cal. Gov't Code 66483 and impose a reasonable charge on property within the area which, in the opinion of the City Council, is benefitted by drainage or sanitary sewer facilities. The charge collected must be paid to the city or subdivider constructing such drainage or sanitary sewer facilities, and any local agency within the drainage or sanitary sewer area may enter into a reimbursement agreement with the subdivider.

(Ord. 1102, passed 6-7-04)

§ 16.42.996 REIMBURSEMENT FOR BRIDGES OR MAJOR THOROUGHFARES.

The City Council may establish an area of benefit pursuant to Cal. Gov't Code 66484 and may impose a reasonable charge on property within the area which, in the opinion of the City Council, is benefitted by the construction of the bridge or major thoroughfare. The charge collected must be paid to the city agency or subdivider constructing the bridge or major thoroughfare, and any local agency having jurisdiction over any property which, in the opinion of the City Council, is benefitted by the construction of the bridge or major thoroughfare may enter into a reimbursement agreement with the subdivider.

(Ord. 1102, passed 6-7-04)

§ 16.42.997 FEES ESTABLISHED BY RESOLUTION.

The amount and manner of collecting fees, and the Area of Benefit to which the fees are apportioned, may be established by City Council resolution.

(Ord. 1102, passed 6-7-04)

§ 16.42.998 PAYMENT OF FEES REQUIRED.

Pursuant to the provisions of this division, as a condition of approval of a Final Map or as a condition of issuing a building permit, and before a Final Map is filed or a building permit issued, every subdivider must pay any fees established and apportioned to the property pursuant to this division.

(Ord. 1102, passed 6-7-04)

§ 16.42.999 IN-LIEU CONSIDERATIONS.

The City Council may accept consideration in lieu of fees required pursuant to this division, provided:

(A) The City Council finds, upon recommendation of the Public Works Director, that the substitute consideration has a value equal to or greater than the fee; and

(B) The substitute consideration is in a form acceptable to the City Council.

(Ord. 1102, passed 6-7-04)

CHAPTER 16.43:CONDOMINIUMS AND CONVERSIONS

Section

Division 1. Residential Condominiums and Conversions

16.43.010 Purpose

16.43.020 Applicability

16.43.030 Conditional use permit required

16.43.040 Application for residential condominium conversion project

16.43.050 Standards and criteria

16.43.060 Zone requirements

16.43.070 Development standards

16.43.080 Noise attenuation

16.43.090 Verification of sound class

16.43.100 Additional development standards

16.43.110 Notice - Residential condominium conversions

16.43.120 Right to purchase - Residential condominium conversions

16.43.130 Relocation assistance - Residential condominium conversions

16.43.140 Covenants, conditions and restrictions (CC&Rs)

16.43.150 Preconversion protection - Residential condominium conversions

16.43.160 Affordable rental units - Residential condominium conversions

16.43.170 Preservation of low-and-moderate income housing supply - Residential condominium conversions

16.43.180 Required findings - Residential condominium conversions

16.43.190 Conditions of approval - Residential condominium conversions

16.43.200 Capital contributions and warranties - Residential condominium conversions

16.43.210 Notice upon approval - Residential condominium conversions

16.43.220 Modification of residential condominium conversion development standards

Division 2. Commercial and Industrial Condominiums and Conversions

16.43.230 Application requirements

16.43.240 Standards conformance

16.43.250 Other standards and conditions

DIVISION 1: RESIDENTIAL CONDOMINIUMS AND CONVERSIONS

§ 16.43.010 PURPOSE.

(A) Residential condominium projects and residential condominium conversion projects provide for individual ownership of separate dwelling units, which usually are in close proximity (either attached or detached) to one another. The area surrounding the dwelling units is a common area that is normally managed and maintained by the individual owners of dwelling units in accordance with the rules of an association agreement. This hybrid ownership, that mixes individual ownership and ownership in common, magnifies the impact upon the public health, safety, welfare, convenience, and economic prosperity of the larger community when conditions of poor land use and site planning, mismanagement, neglect and blight are allowed to occur.

(B) The city seeks to avoid the unique problems that beset residential condominium projects and residential condominium conversion projects and it further seeks to provide a varied choice of housing types and neighborhoods for all residents regardless of whether they are renters or owners. Therefore, it is the express intent of the city to treat residential condominium projects and residential condominium conversion projects, which are usually owner occupied, differently from apartment projects and other like structures or projects, which usually provide rental forms of housing.

(Ord. 1169, passed 2-5-07)

§ 16.43.020 APPLICABILITY.

The regulations set forth in this chapter apply to residential condominium projects, residential condominium conversions, and mobile home park condominium conversions.

(Ord. 1169, passed 2-5-07)

§ 16.43.030 CONDITIONAL USE PERMIT REQUIRED.

Residential condominium projects. All residential condominium projects require a valid conditional use permit issued in accordance with this Development Code.

(Ord. 1169, passed 2-5-07)

§ 16.43.040 APPLICATION FOR RESIDENTIAL CONDOMINIUM CONVERSION PROJECT.

In addition to any other requirements in this Development Code, applications for a conditional use permit for a residential condominium conversion project require the following:

(A) A site plan, which includes at least the location, number of stories, number of dwelling units, and proposed uses for each structure to remain and for each proposed new structure;

(B) The location and description for all private outdoor storage areas;

(C) The location and type of surfacing for all driveways, pedestrian ways, vehicle parking areas and curb cuts;

(D) The location, height and type of materials for walls or fences;

(E) The location of all landscaped areas, the type of landscaping, method of irrigation, and a statement specifying private or common open maintenance;

(F) The location and description of all recreational facilities;

(G) The location size and number parking spaces to be used in conjunction with each unit;

(H) Floor plans, indicating the square footage and number of bedrooms per unit;

(I) Specific information concerning the demographic characteristics of the project, including, without limitation, the following:

(1) A certified list of the names and addresses of all tenants residing in the proposed project at the time the application is filed;

(2) Information concerning the existing tenants households, including family size, length of residence, and age of tenants;

(3) Current rents for each unit;

(4) Square footage and number of rooms in each unit;

(5) Approximate proposed price for which each unit would be sold;

(6) The pro forma budget proposed to be submitted to the State Department of Real Estate or a similar estimate of projected annual operating expenses for the project after conversion and proposed level of maintenance fees or assessments to be borne by individual unit owners prepared by a certified public accountant; and

(7) Such additional information as may be reasonably required by the Director.

(J) A property report describing in detail the condition and useful life of the roof, foundations, exterior paint, insulation, paved surfaces, mechanical systems, electrical systems, plumbing systems, sewer systems, sprinkler systems for landscaping, utility delivery systems, center or community heating and air conditioning systems, fire protection systems including any automatic sprinkler systems, alarm systems, standpipe systems, structural elements and drainage systems of all existing buildings and structures; such report must be prepared by a registered civil or structural engineer, or a licensed architect. The property report must list each built-in appliance (garbage disposals, dishwashers, water heaters, ranges, ovens and air conditioners) to be contained in each or any unit offered for sale and state whether the appliance is or will be new or used when the unit is first offered for sale. The report must also state the terms and nature of the warranty offered by the applicant on each such appliance.

(K) A descriptive report containing acoustical test data which indicates the noise attenuation characteristics of existing party walls and ceilings; the data for such report must include a sampling of at least 10% of the dwelling units involved, but in no case fewer than two dwelling units, and must be compiled by a person licensed in the field of acoustical testing and engineering.

(L) A structural pest control report on each structure and on each unit within a structure, describing in detail the presence and effects of any wood-destroying organisms, prepared by licensed pest-control operator.

(M) Signed copies from each tenant of notice of intent to convert, as required by this Development Code. The subdivider must submit evidence that a certified letter of notification was sent to each tenant for whom a signed copy of said notice is not submitted.

(Ord. 1169, passed 2-5-07)

§ 16.43.050 STANDARDS AND CRITERIA.

(A) *Copy of reports*. For residential condominium conversion projects, the subdivider must provide each prospective purchaser with a copy of the property report, acoustical report and structural pest control report (in their final acceptable form), and a copy of the conditional use permit with all conditions of approval prior to entering escrow. Copies of the reports and permits must be available at all times at the sales office and the project site. The permit and documents must be printed in Spanish if requested.

(B) *Code compliance investigation*. For residential condominium conversion projects, the subdivider must request, and pay for, a code compliance inspection by the Building and Safety Department for all units in a project.

(C) *Covenants, conditions and restrictions (CC&Rs)*. Residential condominium and residential condominium conversions must submit CC&Rs to the city for approval at the time of the conditional use permit application. The CC&Rs must first be approved as to form and content by the City Attorney and then by the City Council at the time the Council takes action on the tentative map. The CC&Rs must include, without limitation, the conveyance of units; parking assignments; common area maintenance agreements, including facilities and landscaping; an estimate of any initial assessment fees anticipated for maintenance; description of how maintenance will be provided for all vehicle access areas; an allocation of appropriate responsibilities for maintaining all utility lines and services for each unit. In addition, the following provisions must be contained in the CC&Rs:

(1) A residential condominium project or residential condominium conversion project consisting of three or more units must establish and maintain a home owners association.

(2) An individual owner cannot avoid liability for the owner's prorated share of the expenses for the common area by renouncing rights in the common area.

(3) Any additional conditions as may be required by the City Council.

(4) Any amendment or modification to the CC&Rs relating to the provisions required by the city, must have the approval of the City Council.

(5) The applicant must reimburse all costs for the city's review of the CC&Rs including, without limitation, attorney's fees.

(D) *Criteria*. In considering residential condominium projects, the Planning Commission and City Council will utilize the following criteria:

(1) The project should be a comprehensive and integrated design, providing its own open space, off-street parking and amenities for contemporary living. Insofar as the scale of the project allows, open space, walkways and other areas for people should be separated from parking areas, driveways and other areas for automobiles.

(2) Architectural unit and harmony should be achieved both within the project and between the project and the surrounding community so that it does not constitute a negative disruption to the established fabric of the community.

(3) The layout of structures and other facilities should be designed for maintenance and management of street, driveway, curb cut, utility and other public or quasi-public improvements. Additionally, structures should be designed to minimize, within the context of accepted architectural practice, the consumption of natural resources either directly or indirectly (e.g., gas, water, and electricity).

(4) The project should be designed to maintain as much of the natural topography, large trees and environment as practicable.

(5) 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.

(6) The layout of units and open space within the project should establish, through the use of structure 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 condominium unit should be private and free from visual, auditory and other intrusions.

(Ord. 1169, passed 2-5-07)

§ 16.43.060 ZONE REQUIREMENTS.

(A) All residential condominiums must meet the standards for residential dwellings within the zone the project is proposed, or in the case of a conversion, where it exists, except as may be modified by this Development Code or through the conditional use permit.

(B) In multi-family zones, the project must meet the common and private usable open space requirements of the underlying zone.

(Ord. 1169, passed 2-5-07)

§ 16.43.070 DEVELOPMENT STANDARDS.

The following standards apply to both residential condominium projects and residential condominium conversion projects.

(A) *Off-street parking*. Each unit must be provided with a two-car garage or carport or with two adjoining single-car garages or carports. One parking space per four units, which may be covered or uncovered, must be provided for guest parking.

(B) *Private storage*. Each unit must have at least 90 cubic feet of enclosed weatherproofed and lockable private storage space in addition to guest, linen, pantry and clothes closets customarily provided. Such space may be provided in any location approved by the city but cannot be divided into two or more locations.

(C) *Laundry facilities*. A laundry area must be provided in each unit for new condominiums. For condominium conversion projects, laundry facilities may be provided in each unit or a common laundry area. If common laundry areas are provided, such facilities must consist of not less than one automatic washer and dryer for each five units or fraction thereof. A house panel and separate meters for gas and water must serve common laundry areas.

(D) *Drip pans*. Clothes washers, dish-washers, hot water heaters and any other appliance which the Building Official determines to be a potential source of water leakage or flooding must be installed with built-in drip pans and appropriate drains subject to the approval of the Building Official.

(E) *Utility meters*. Each utility that is controlled by and consumed within the individual unit must be separately metered in such a way that the unit owner can be separately billed for its use. In the case of water, master meters for the project may be permitted, with the exception of water sprinklers, in certain projects in which the Planning Commission or the City Council finds that there will be a substantially uniform use of water by individual owners, provided each unit is individually plumbed and each is provided with an accessible location for future installation of a submeter.

(F) *Circuit breakers*. Each unit must have its own circuit breaker panel for all electrical circuits and outlets, which serve the unit. Circuit breaker panels must be accessible to occupants.

(G) *Isolation of vibration and structure-borne noise*. Isolation of vibration and sources of structure-borne noise in condominium projects where units have common walls, floors or ceilings must comply with the following:

(1) Shock mounting of mechanical equipment. All permanent mechanical equipment such as motors, compressors, pumps and compactors which, because of their rotation, reciprocation,

expansion and/or contraction, turbulence, oscillation, pulsation, impaction or detonation, is determined by the Building Official to be a source of structural vibration or structure-borne noise must be shock-mounted with inertia blocks or bases and/or vibration isolators in a manner approved by the Building Official. Domestic appliances which are cabinet installed or built into the individual units, such as clothes washers and dryers, or other appliances which are determined by the Building Official to be a source of structural vibration or structure-borne noise, must be isolated from cabinets and the floor or ceiling by resilient gaskets and vibration mounts approved by the Building Official. The cabinets in which they are installed should be offset from the back wall with strip gasketing of felt, cork or similar material approved by the Building Official. Where such appliances utilize water, flexible connectors must be installed on all water lines. If the units can accommodate nonpermanent appliances such as clothes washers and dryers, then permanent rubber mounting bases and surface plates must be installed in a manner approved by the Building Official.

(2) Location of plumbing fixtures. No plumbing fixture may be located on a common wall between two separate units where it would back up to a living room, family room, dining room, den or bedroom of an adjoining unit. For residential condominium conversion projects, where determined practicable by the Building Official, plumbing fixtures must be located on interior walls within the unit or on exterior walls of the project.

(3) Isolation and insulation of lines. All water supply lines within the project must be isolated from wood or metal framing with pipe isolators specifically manufactured for that purpose and approved by the Building Official. In multi-story condominium projects, all vertical drainage pipes must be surrounded by three-quarter-inch thick dense insulation board or full thick fiberglass or wool blanket insulation for its entire length including the sections that pass through wood or metal framing. All vertical drainage pipes must be cast iron.

(4) Drain waste and vents. All drain waste and vents must be separate, and connected only outside of the building.

(Ord. 1169, passed 2-5-07)

§ 16.43.080 NOISE ATTENUATION.

The following standards apply to both residential condominium projects and residential condominium conversion projects.

(A) *General*. 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 for walls, and both airborne and impact sound insulation for floor/ceiling assemblies.

(B) *Airborne sound insulation*. All wall assemblies must be of a type of construction that has a minimum rating of 55 STC (sound trans-mission class). All floor/ceiling assemblies must be of a type of construction that has a minimum rating of 55 STC. Wood floor joists and subflooring must not be continuous between separate condominium units. Penetrations or openings in the construction for piping, electrical outlets and devices, recess cabinets, bathtubs, soffits, heating, and ventilating or air-conditioning intake and exhaust ducts, and the like must be sealed, lined, insulated or otherwise treated to maintain the required rating and such treatment must be approved by the Building Official. Entrance doors to the unit must be of solid construction and, together with perimeter seals, must have a minimum rating of 33 STC. Such perimeter seals must be maintained in effective operating condition.

(C) *Impact sound insulation*. All separating floor/ceiling assemblies must be of a type of construction that has a minimum rating of 65 IIC (impact insulation class). Floor coverings may be included in the assembly to obtain the required ratings, but must be retained as a permanent part of the assembly and may only be replaced by another floor covering that provides the same or greater impact insulation.

(Ord. 1169, passed 2-5-07)

§ 16.43.090 VERIFICATION OF SOUND CLASS.

The following standards apply to both residential condominium projects and residential condominium conversion projects.

(A) STC and IIC ratings must be based on the results of laboratory measurements and will not be subjected to field testing. The STC rating must be based on the American Society for Testing and Materials system specified in ASTM E90-66t or equivalent. The IIC rating must be based on the system in use at the National Bureau of Standards or equivalent. Ratings obtained from other testing procedures will require adjustment to the above rating systems.

(B) In documenting wall and floor/ceiling compliance with the required sound ratings, the applicant of the residential condominium project or residential condominium conversion must either:

(1) Furnish the Building Official with data based upon tests performed by a recognized and approved testing laboratory; or

(2) Furnish the Building Official with verified manufacturer's data on the ratings of the various wall and floor/ceiling assemblies utilized in the project.

(C) Field testing may be required for residential condominium conversions projects if the Building Official finds that it is necessary to verify the technical data submitted.

(Ord. 1169, passed 2-5-07)

§ 16.43.100 ADDITIONAL DEVELOPMENT STANDARDS.

The following standards apply to both residential condominium projects and residential condominium conversion projects.

(A) All residential condominium and condominium conversion projects must comply with all applicable uniform codes as adopted by the city including without limitation fire, building, plumbing and electrical.

(B) *Fire-resistive separations*. All separation between units must be one-hour fire-resistive construction as a minimum.

(C) *Energy conservation measures*. Roof and ceiling assemblies must meet the R-30 insulation standards. Exterior openings must be weather-stripped. New or replacement windows must meet state energy standards. Exposed heating ducts and hot water piping and hot water tanks must be insulated. Every project must include energy conservation features such as high efficiency furnaces, low flow toilets and showerheads, as determined by the Building Official per the State Energy Code.

(D) All public improvements necessary to comply with city requirements must be constructed before the final map can be approved.

(E) *Seismic safety report*. For residential condominium conversion projects only, a seismic safety report with recommended improvements must be provided.

(F) *Appearance*. For residential condominium conversion projects only, all main buildings, structures, fences, patio enclosures, carports, accessory buildings, sidewalks, driveways, landscaped areas irrigation systems and additional elements as required by the City Council must be refurbished and restored as necessary to achieve a high degree of appearance, quality and safety.

(Ord. 1169, passed 2-5-07)

§ 16.43.110 NOTICE - RESIDENTIAL CONDOMINIUM CONVERSIONS.

(A) Notice to the tenants within a proposed condominium or cooperative conversion must be as provided in Cal. Gov't Code 66427.1. The subdivider is responsible for any costs involved in complying with the provisions of this division. Conversion of a mobile home park to another use will require compliance with Cal. Gov't Code 66427.4.

(B) Written notices must also be mailed to each tenant residing in the project not less than ten days before the public hearing on the conditional use permit.

(Ord. 1169, passed 2-5-07)

§ 16.43.120 RIGHT TO PURCHASE - RESIDENTIAL CONDOMINIUM CONVERSIONS.

Pursuant to Cal. Gov't. Code 66427.1, the subdivider must provide each tenant notice of an exclusive right to contract for the purchase of his or her respective unit upon the same terms and conditions that such unit will be initially offered to the general public.

(Ord. 1169, passed 2-5-07)

§ 16.43.130 RELOCATION ASSISTANCE - RESIDENTIAL CONDOMINIUM CONVERSIONS.

The subdivider must provide relocation assistance to any tenant who was a resident of the building to be converted at least 60 days before the filing date of the tentative map, as well as on the date of final map approval, and who does not intend to purchase a unit. Such assistance must include the following:

(A) The subdivider must provide each tenant with a complete and current list of available rental units within a three-mile radius of the building being converted, which are comparable in size, price and amenities. This list must be provided with the 180-day notice of tenancy termination as required in Cal. Gov't Code 66427.1.

(B) The subdivider must pay relocation assistance equaling the cost of three months rent, to each rental household at the time the 180-day notice of tenancy termination is given. If the tenant elects to purchase his or her unit, such relocation assistance must be applied to the cost of the unit.

(C) Any tenant over the age of 62, handicapped as defined in Cal. Health & Safety Code 50072, disabled as defined in 42 USC 423(d), and any successor statute or regulation, or residing with one or more minor dependent children, must be given an additional 60 days to relocate beyond the 180-day provision of the Government Code.

(D) In conversion projects of 25 or more dwelling units, the developer must provide a relocation specialist to assist displaced tenants in finding new housing who must be on-site at least biweekly, beginning no later than 15 days after the approval of the tentative map by the city and continuing until the expiration of the tentative map or six months after the approval of the final map, whichever occurs first.

(Ord. 1169, passed 2-5-07)

§ 16.43.140 COVENANTS, CONDITIONS AND RESTRICTIONS (CC&RS).

In addition to the general requirements for CC&Rs set forth in this chapter, the following provisions must be contained in CC&Rs for residential condominium conversions:

(A) For the period beginning with the sale of the first unit and continuing for a period of one year after the sale of 50% of the units the developer must fulfill all responsibilities of the association for maintenance of all facilities that may require maintenance during this period. The expiration of this period will not limit or relieve the developer from satisfactory performance of any agreements executed with the city.

(B) The condominium must be managed by a professional manager or management firm for at least the first year following the date of the sale of the first unit.

(Ord. 1169, passed 2-5-07)

§ 16.43.150 PRECONVERSION PROTECTION - RESIDENTIAL CONDOMINIUM CONVERSIONS.

From the date of application for a permit to convert, or until relocation takes place or the application is denied or withdrawn, but in no event for more than two years, no tenant can be unjustly evicted and no tenant's rent can be increased more frequently than once every year nor in an amount greater than the

annual increase in utility costs and insurance costs, plus increased operating costs not to exceed 2% a year. This limitation will not apply if rent increases are expressly provided for in leases or contracts in existence before the filing date of the conditional use permit for the conversion.

(Ord. 1169, passed 2-5-07)

§ 16.43.160 AFFORDABLE RENTAL UNITS - RESIDENTIAL CONDOMINIUM CONVERSIONS.

If any of the units in the project are classified as "affordable housing" under this Development Code, a conditional use permit allowing for residential condominium conversion can be approved only with a condition requiring the project to have the same number and type of affordable units after conversion. Such condition will be secured with an appropriate covenant in a form approved by the City Attorney. All units subject to this affordability restriction must be owner-occupied, except as otherwise set forth in an approved affordable housing plan. Any such units that are retained by the original owner and not sold are subject to affordable rental restrictions as set forth in this Development Code.

(Ord. 1169, passed 2-5-07)

§ 16.43.170 PRESERVATION OF LOW-AND-MODERATE INCOME HOUSING SUPPLY - RESIDENTIAL CONDOMINIUM CONVERSIONS.

In order to reduce the effect of conversions on the city's housing supply and to minimize the displacement of tenants, the number of residential condominium conversion projects is limited as follows:

(A) The current vacancy rate for rental units within the city is not less than 2.45%, as determined by the most recent Community Development Department survey, State of California Department of Finance or other reliable vacancy rate data acceptable to the city; or

(B) That mitigating circumstances exist which justify approval of the condominium conversion when the vacancy rate is lower than 2.45%. Consideration of mitigating circumstances must, at a minimum, include that new rental units are to be constructed which will replace those to be converted. The number of replacement units will equal or exceed the number of units proposed to be converted. Replacement units will be completed and occupancy permits issued before approval of the final map for the conversion; or that the conversion will help meet other city housing goals by providing a substantial percentage of its units at affordable prices and the provision of such housing opportunities outweighs any loss of rental units.

(Ord. 1169, passed 2-5-07)

§ 16.43.180 REQUIRED FINDINGS - RESIDENTIAL CONDOMINIUM CONVERSIONS.

In approving a conditional use permit for a residential condominium conversion project, the Planning Commission or City Council must find that the proposed residential condominium conversion project would not adversely affect the supply and availability of rental housing in the city or within a specified area in the city and make the following findings:

(A) All provisions of this title and the Subdivision Map Act are met, including all notices required pursuant to Cal. Gov't Code 66427.1;

(B) The proposed conversion is consistent with the General Plan;

(C) The proposed conversion will conform to this Development Code, in effect at the time of tentative map approval, except as otherwise provided in this chapter;

(D) The overall design and physical conditions of the condominium conversion achieves a high degree of appearance, quality and safety; and

(E) The current vacancy rate for rental units within the city is not less than 2.45% except as otherwise provided in the chapter.

(Ord. 1169, passed 2-5-07)

§ 16.43.190 CONDITIONS OF APPROVAL - RESIDENTIAL CONDOMINIUM CONVERSIONS.

All conditional use permits allowing residential condominium conversion projects are subject to all of the following conditions in addition to those deemed necessary by the Planning Commission or City Council:

(A) All tenants must be given a minimum of 180 days notice to vacate the premises in accordance with applicable law. Such notice does not restrict the exercise of lawful remedies pertaining to, without limitation, tenants' default in the payment of rent or the defacing or destruction of all or part of the rented premises.

(B) The property owner must request and receive inspection of individual dwelling units from the Building Department before sale or reoccupancy of each unit.

(C) In the case of the conversion of a mobile home park to any other use, the person proposing such a change of use must file a report with the city and the tenants on the impact of the conversion upon the displaced residents of the mobile home park to be converted as provided for in Cal. Gov't Code 65863.7. The city will have the right to require the person proposing the conversion to mitigate any adverse impacts of the conversion on the ability of the displaced residents to find adequate space in a mobile home park.

(Ord. 1169, passed 2-5-07)

§ 16.43.200 CAPITAL CONTRIBUTIONS AND WARRANTIES - RESIDENTIAL CONDOMINIUM CONVERSIONS.

Without limiting the generality of the provisions relating to conditions that may be imposed on a conditional use permit under this title, the City Council may include the following in any conditional use permit issued pursuant to this chapter:

(A) A capital contribution provided by the subdivider to the association for the deferred maintenance of the common area and the deferred maintenance or replacement of any of the elements described in the property report, which are owned or maintained by the association. The information regarding the estimated replacement cost of those elements whose useful life is less than five years may be used in determining the amount of such contribution.

(B) A one-year warranty provided free of charge by the subdivider to the association for those systems described in the property report which are owned or maintained by the association. Such warranty need not cover those systems, which may be covered by a substantial capital contribution by the developer for deferred maintenance.

(C) A one-year warranty provided free of charge by the subdivider to the first purchaser of each unit on dishwashers, garbage disposals, stoves, refrigerators, hot water tanks, heating systems, and air conditioners provided therein as of the close of escrow.

(Ord. 1169, passed 2-5-07)

§ 16.43.210 NOTICE UPON APPROVAL - RESIDENTIAL CONDOMINIUM CONVERSIONS.

(A) Written notices must be mailed to all tenants residing in the project within ten days after the approval of any conditional use permit allowing a residential condominium conversion project.

(B) Such notice must state all of the conditions of approval of the conditional use permit.

(Ord. 1169, passed 2-5-07)

§ 16.43.220 MODIFICATION OF RESIDENTIAL CONDOMINIUM CONVERSION DEVELOPMENT STANDARDS.

The City Council can modify the development standards on residential condominium projects or residential condominium conversion projects through the conditional use permit if, based upon substantial evidence, the City Council finds that the modification will not be materially detrimental to the proposed

residents of the projects or to residents of surrounding properties; the modification is not materially detrimental to public health or safety; and that the modification helps implement the goals of the General Plan.

(Ord. 1169, passed 2-5-07)

DIVISION 2: COMMERCIAL AND INDUSTRIAL CONDOMINIUMS AND CONVERSIONS

§ 16.43.230 APPLICATION REQUIREMENTS.

All commercial and industrial condominium and cooperative or condominium and cooperative conversion projects require a conditional use permit and must comply with all provisions of the subdivision regulations of the city and the Subdivision Map Act.

(Ord. 1169, passed 2-5-07)

§ 16.43.240 STANDARDS CONFORMANCE.

All commercial and industrial condominiums and cooperatives, whether being constructed or converted, must comply with the standards set forth below unless, in the opinion of the Planning Commission or City Council, the strict adherence to these standards is unreasonable or impossible and the project should still be approved for other reasons based upon substantial evidence.

(A) Unit Separation Walls. All unit separation walls must be of one-hour fire-resistive construction as a minimum.

(B) Utility Metering. All units must be separately metered for all public utilities unless findings can be made by the Planning Commission or the City Council that utility usage will be nearly uniform for all units within the project.

(C) Meter Rooms. Any meter rooms must have an outside access point, which is available to all units without the necessity of entering another unit.

(D) Restroom Facilities. Each unit must have individual restroom facilities. If, in the opinion of the Planning Commission or City Council, such facilities cannot be provided, community restroom facilities may be provided if those facilities are available to each unit without the necessity of entering another unit.

(Ord. 1169, passed 2-5-07)

§ 16.43.250 OTHER STANDARDS AND CONDITIONS.

The project must meet all of the development standards required of properties within the zone in which the project is located as well as any other conditions which may be imposed as a part of the conditional use permit or subdivision approval.

(Ord. 1169, passed 2-5-07)

CHAPTER 16.44:GRADING PERMITS

Section

16.44.010 Purpose and intent

16.44.020 Applicability

16.44.030 Grading permit required

16.44.040 Grading permit application

16.44.050 Grading permit issuance and conditions

16.44.060 Performance security

16.44.070 Time limits and extensions

16.44.080 Inspections during grading operations

16.44.090 Inspections and final report

§ 16.44.010 PURPOSE AND INTENT.

The purpose of Chapters 16.44 through 16.47 (Grading and Erosion Control) of this Title 16 is to establish minimum requirements for the grading of properties both in hillside and other environments. These requirements are intended to minimize hazards affecting people and properties from adverse slope, erosion, and drainage conditions; protect the integrity and diversity of natural environments, and the animals living in these environments; and preserve and enhance the scenic qualities and aesthetic character of the city.

(Ord. 1103, passed 3-7-05)

§ 16.44.020 APPLICABILITY.

(A) The provisions of Chapters 16.44 through 16.47 (Grading and Erosion Control) of this Title 16 apply to all excavation, fill, or other grading activities regardless of whether a grading permit is required, unless alternate grading and erosion control standards have been established for a particular site through the adoption of a specific plan.

(B) Every map approved pursuant to this Title 16 will be conditioned on compliance with the requirements for grading and erosion control, including the prevention of sedimentation or damage to off-site property, as set forth in the Building Code.

(C) The provisions of Chapters 16.44 through 16.47 (Grading and Erosion Control) of this Title 16 will not apply to work accomplished under the auspices of, or on land owned or controlled by, the United States of America or by the State of California.

(Ord. 1103, passed 3-7-05)

§ 16.44.030 GRADING PERMIT REQUIRED.

(A) *Permit required*. No person may commence or perform any grading or relocation of earth, and no person may import or export any earth materials to or from any grading site without first having obtained the appropriate development permit and/or final recorded tract map, and without first having received a grading permit from the City Engineer or Building Official, as required by provisions of this chapter.

(B) *Grading on adjacent property*. Upon approval by the City Engineer or Building Official, grading may be performed on property for which required permits or entitlements have not been granted, if such grading is necessary to development on adjacent property for which such permits or entitlements have been granted.

(C) *Exceptions*. The following activities are exempt from the requirement for a grading permit:

(1) An excavation which does not exceed 50 cubic yards or is less than two feet in depth, or which does not create a cut slope greater than five feet in height and steeper than 2:1, unless the cut slope is made in an area of adverse geological conditions.

(2) A fill less than one foot in depth and placed on natural terrain with a slope flatter than 5:1, or a fill less than three feet in depth not intended to support structures, provided such fill does not exceed 50 cubic yards on any one lot and does not obstruct a drainage course.

(3) Excavations below the finished grade for basements and footings of buildings, retaining walls, swimming pools, or other structures authorized by a valid building permit. This will not exempt any fill made with materials from such excavations or exempt any excavation having an unsupported height greater than five feet after the completion of such structures.

(4) Mining, quarrying, excavating, processing, and the stockpiling of rock sand, or gravel aggregate or clay, provided a valid surface mining permit has been issued by the city pursuant to Chapters 16.48 through 16.50 (Surface Mining and Reclamation) of this Title 16.

(5) The depositing of rubbish or other materials at any dump or sanitary landfill approved by and operating pursuant to the requirements, rules, and other applicable local, state, and federal regulations. Such exemption will not extend, however, to surrounding berms, permanent access roads to the site, permanent building sites, or protective drainage works.

(6) The construction of dams or reservoirs regulated or owned by the state and the federal governments.

(7) The temporary stockpiling of quarried or mined products or earth for future processing, disposal, or sale, but only insofar as such operations are conducted at a distance of more than 100 feet inside the outer property line of any parcel of land held in a single ownership, and further provided such stockpiling is authorized by applicable land use permits.

(8) Fanning and agricultural grading operations on parcels in a single ownership which are larger than ten acres, and are zoned and used primarily for agricultural and/or soil and water conservation work under the direct control of the United States Department of Agriculture Soil Conservation Service. Fanning and agricultural grading operations will not be interpreted to include:

(a) The construction of water- impounding structures of earth (which are not under the direct control of the United States Department of Agriculture Soil Conservation Service), where the maximum depth to which water is or may be impounded is five feet or greater, or

(b) The excavation and/or filling of earth on which a structure requiring a building permit is to be supported.

(9) Grading operations conducted by the city for capital improvement projects approved by the Council.

(10) Exploratory borings and trenches made for soil engineering and engineering geological investigations.

(11) Routine excavations and fills for cemetery graves.

(12) Any grading operation conducted during a period of emergency or disaster and which is directly connected with or related to the relief of conditions caused by such emergency or disaster.

(Ord. 1103, passed 3-7-05)

§ 16.44.040 GRADING PERMIT APPLICATION.

(A) *Application requirements*. An application for a grading permit and all required permit fees must be filed with the City Engineer or Building Official on forms provided by the city and in accordance with the terms set forth on the form. Except as waived by the City Engineer or Building Official for minor grading, the plans must be prepared and signed by a civil engineer, soils engineer, and, where applicable, engineering geologist, and/or landscape architect, and must show the following:

(1) A vicinity sketch or other data adequately indicating the site location.

(2) The property lines and dimensions and bearings of the property on which the work is to be performed.

(3) The location of any existing buildings or structures on the property where the work is to be performed, and the location of any building or structure on the land of adjacent property owners, where such building or structure is within 50 feet of the property boundary.

(4) Identification of any tree or trees protected by the provisions of Chapter 16.232 (Tree Removal Permit) of this Title 16, including those trees for which removal has been expressly allowed. The location of such trees must be precisely depicted on the plan, indicating the location of the

exact center of the trunk, based upon a field survey by a licensed surveyor. Trees to remain must be permanently marked with numbered tags at a location three feet above the natural grade in a manner acceptable to the Public Works Director. The plan must indicate such tag number for each tree, the diameter of the trunk of each tree, the existing ground elevation of the downhill side of the tree, a specific reference to its habit of branching (i.e., low branching restricting movement to the southeast), and the ground plane projections the natural drip line of the tree, as determined by a physical survey. The plan must indicate the proposed disposition of each such tree.

(5) Accurate topography showing suitable contours of the existing ground. The contours must be extended past the boundary lines of any project for a minimum of 100 feet. The City Engineer or Building Official may require the contours to be extended to include the watershed area and all other areas influencing the proposed development.

(6) The deviations, dimensions, locations, extent, and slopes of all proposed grading, shown by contours or other means.

(7) A certification of the quantity and type of material of the excavation and fill involved, and the estimated starting and completion dates.

(8) Detailed plans of all drainage devices, walls, cribbing, dams, or other protective devices to be constructed in connection with or as a part of the proposed work, together with a map showing the drainage area and estimated runoff of the area served by the drains. All hydrologic and hydraulic calculations must be signed by a civil engineer.

(9) Any special reports, such as geotechnical, soils, or groundwater, required by the City Engineer or Building Official.

(10) An indication as to the type of structure to be constructed or proposed use of the site, such as single-family residence, multiple-family residence, or commercial or industrial building.

(11) Any additional plans, drawings, or calculations required by the City Engineer or Building Official to facilitate review of the grading plan.

(B) *Environmental review*. Grading permit applications are subject to review under the California Environmental Quality Act, or CEQA (Cal. Pub. Res. Code §21000 et seq.), the Guidelines for the California Environmental Quality Act (Cal. Gov't Code §15000 et seq.), and the city's own CEQA guidelines, except as may be exempted by these statutes and regulations. Any such required review will be conducted in conjunction with review of a grading permit application, unless proposed grading has previously been reviewed as part of an approved land use permit pursuant to this Title 16.

(Ord. 1103, passed 3-7-05)

§ 16.44.050 GRADING PERMIT ISSUANCE AND CONDITIONS.

(A) *Findings required for approval*. Grading projects may be approved and grading permits issued only when the City Engineer or Building Official makes all of the following findings:

(1) The proposed grading conforms to all applicable requirements set forth in Chapters 16.44 through 16.47 (Grading and Erosion Control) of this Title 16;

(2) The proposed grading conforms with all applicable provisions of the General Plan, any applicable specific plan, and any applicable associated discretionary approval issued pursuant to this Title 16;

(3) Any permits required by county, state, or federal agencies for the proposed grading have been obtained;

(4) Appropriate environmental review pursuant to the California Environmental Quality Act has been completed;

(5) The proposed grading will not endanger any private property or present hazards to human life;

(6) The proposed grading will not result in the deposit of debris on any public property, create erosion hazards, or interfere with any existing drainage course; and

(7) The proposed grading will achieve the city's aesthetic goals for protection of viewsheds and scenic resources.

(B) *Grounds for denial*. If the City Engineer or Building Official is unable to make all of the findings cited in paragraph (A) above and/or the area for which grading is proposed is subject to geological or flood hazard to the extent that no reasonable amount of corrective work can eliminate or sufficiently reduce the hazard to human life or property, the grading permit will be denied.

(C) *Conditions*. In granting any permit pursuant to the provisions of this chapter, the City Engineer, Building Official, or their authorized representatives may attach such conditions as may be reasonably necessary to prevent the creation of a nuisance or hazard to public or private property. Such conditions may include, but will not be limited to:

(1) The improvement of any existing grading to bring it up to the standards of this chapter;

(2) Requirements for the fencing of excavations or fills which would otherwise be hazardous;

(3) Control of dust, erosion, water runoff, noise, and construction traffic;

(4) Protection of trees pursuant to the provisions of Chapter 16.232 (Tree Removal Permit) of this Title 16; and

(5) Mitigation of any adverse environmental impacts identified through associated CEQA documentation.

(Ord. 1103, passed 3-7-05)

§ 16.44.060 PERFORMANCE SECURITY.

A grading permit will not be issued until the permittee posts with the office of the City Engineer or Building Official a bond or cash deposit to insure compliance with the provisions of Chapters 16.44 through 16.46 (Grading and Erosion Control) of this Title 16 and all conditions imposed on behalf of the city.

(Ord. 1103, passed 3-7-05)

§ 16.44.070 TIME LIMITS AND EXTENSIONS.

(A) *Time limit*.

(1) Once a grading permit has been issued, the permittee must fully perform and complete all of the approved work pursuant to the grading permit within the time limit specified in the permit. Once grading has commenced, it must be pursued with diligence so as to complete the operation within a reasonable period of time.

(2) If there is a cessation of grading activity for a period in excess of 60 days, the city may utilize the bonds posted to guarantee performance to complete the grading. The cessation of grading activity between November 1 and April 15 due to heavy rainfall will not be cause for the city to utilize the bonds to complete the grading.

(B) *Extensions*. If the permittee is unable to complete the work within the specified time, he or she may, prior to the expiration of the permit, submit a written request for an extension of time in which to complete the work. If, in the opinion of the City Engineer or Building Official, sufficient justification is shown, the time specified on the permit may be extended for a period of up to 180 days or as approved by the City Engineer or Building Official, but no such extension will release any surety upon the bond.

(Ord. 1103, passed 3-7-05)

§ 16.44.080 INSPECTIONS DURING GRADING OPERATIONS.

(A) The City Engineer, the Building Official, the Director, the City Council, and the surety company, or their duly authorized representatives, must have access to the premises described in the grading permit for the purposes of inspecting progress of the work. In the event of default in the performance of any term or condition of the permit, the surety, or any person employed or engaged in his or her behalf, must have the right to go upon the premises to complete the required work, including installation of temporary erosion control devices and landscaping as required by the provisions of Chapters 16.44 through 16.47 (Grading and Erosion Control) of this Title 16.

(B) It will be unlawful for the owner or any other person to interfere with the ingress or egress from such premises of any authorized representative or agent of any surety company or the city engaged in the work ordered by the City Engineer, Building Official or the City Council.

(Ord. 1103, passed 3-7-05)

§ 16.44.090 INSPECTIONS AND FINAL REPORT.

(A) *Inspections authorized*. All construction or work for which a permit is required will be subject to inspections by authorized employees of the city, and certain types of work to be determined by the City Engineer or Building Official will have either continuous inspection and supervision by a registered civil engineer, soils engineer, engineering geologist, and/or other appropriate consultants as a condition of the issuance of the grading permit. Prior to issuing a grading certificate, a final inspection will be made of all construction or work for which a permit has been issued.

(B) *Exposure of work*. Whenever any work on which called inspections are required, as specified in this section, is covered or concealed by additional work without having first been inspected, the City Engineer or Building Official may, by written notice, require that such work be exposed for examination. The work of exposing and recovering will not entail expense to the city.

(C) *Notices*. The permittee or his or her agent must notify the City Engineer or Building Official at least 24 hours in advance of the time when the grading operation is ready for each of the following inspections:

(1) *Initial inspections*. When the permittee is ready to begin work but before any grading or brushing is started;

(2) *Toe inspections*. After the natural ground is exposed and prepared to receive fill but prior to the placing of any fill. Approval for placing fill must not be made until all debris and unsuitable material has been removed from the site to an approved location;

(3) *Subdrain inspections*. Inspections will be required on all subdrains after the installation but prior to the placement of any fill;

(4) *Excavation inspections*. After the excavation is started but before the vertical depth of the excavation exceeds ten feet;

(5) *Fill inspections*. After the fill emplacement is started but before the combined vertical height of the lift exceeds ten feet;

(6) *Drainage device inspections*. After the forms, steel reinforcement, and pipe are in place but before any concrete is placed;

(7) *Rough grading*. When all the rough grading has been completed. This inspection may be called for at the completion of the rough grading without the necessity of the City Engineer or Building Official having previously reviewed and approved applicable reports;

(8) *Rough grading certification*. A conditional interim certificate may be issued to the Public Works Department to allow the issuance of building permits. This certificate will in no way exonerate the applicant from completing the grading;

(9) *Final certification*. When all work, including the installation of all drainage structures, other protective devices, the compaction of trench backfill, and planting and slope stabilization, has been completed and the “as built” plan and required reports have been submitted;

(10) *Other inspections*. In addition to the called inspections provided by this section, the City Engineer or Building Official may make any other inspections of any work to ascertain compliance with the provisions of this chapter and other laws; and

(11) *Interrupted grading*. When the permittee is ready to resume work, but before any grading or brushing is started, the permittee or his or her agent must notify the City Engineer or Building Official 24 hours in advance of the time when the grading operation is ready.

(D) *Issuance of certificates*. Upon the final inspection, when it is found that the work authorized by the grading permit, including the installation of a drainage structures, has been satisfactorily completed in accordance with the requirements of Chapters 16.44 through 16.47 (Grading and Erosion Control) of this Title 16, a grading certificate covering such work will be issued to the permittee by the City Engineer.

(E) *Final reports*. Upon the completion of the work, the City Engineer may require the following reports and information:

(1) A report from a registered civil engineer certifying that all grading, lot drainage, and drainage facilities have been completed in conformance with the approved plans and the provisions of Chapters 16.44 through 16.47 (Grading and Erosion Control) of this Title 16 and that the graded site will support residential or commercial type structures, whichever is applicable;

(2) A soils engineering report including, but not limited to, certification of the soil bearing capacity, summaries of field and laboratory tests, locations of tests, expansive soil classification lot by lot, and slope tests taken in the fills showing the limits of compacted fill on an “as built” grading plan;

(3) An engineering geology report by the engineering geologist, based on the final contour map, including specific approval of the grading as affected by geological factors. Where necessary, a revised geologic map, cross sections, and any recommendations necessary must be included; and

(4) When “as built” grading plans are required, as determined by the City Engineer, such plans must be signed by the supervising civil engineer, the soils engineer, and the engineering geologist, when applicable, for their portions of the work.

(Ord. 1103, passed 3-7-05)

CHAPTER 16.45:GRADING REGULATION

Section

16.45.010 Excavations

16.45.020 Fills

16.45.030 Slope setbacks

16.45.040 Grading designation and inspection

16.45.050 Reports and statements, engineered grading

§ 16.45.010 EXCAVATIONS.

(A) *Maximum slope*. Cuts must not be steeper in slope than two horizontal units to one vertical unit. The City Engineer or Building Official may allow a slope greater than 2:1 for special circumstances or site conditions. Before the City Engineer or Building Official may allow a greater slope, the owner must furnish a geotechnical engineering or an engineering geology report, or both, as

requested by the City Engineer or Building Official, stating that the site has been investigated and giving an opinion that a cut at a steeper slope will be stable and not create a hazard to public or private property. Substantiating calculations and supporting data may be required where the City Engineer or Building Official determines that such information is necessary to verify the stability and safety of the proposed slope.

(B) *Slope surface protection*. All slopes must be stabilized against surface erosion. Stabilization may be accomplished through the application of erosion control blankets, soil stabilizers or other means as approved or directed by the City Engineer or Building Official.

(C) *Drainage*. Drainage, including drainage terraces and overflow protection, must be provided as required by Chapter 16.47 of this Title 16.

(Ord. 1103, passed 3-7-05)

§ 16.45.020 FILLS.

(A) *Compaction*. Fill must be compacted throughout their full extent to a minimum of 90% of maximum density as determined by ASTM Soil Compaction Test D 1557-91, where applicable; where not applicable a test acceptable to the City Engineer or Building Official must be used. Field density must be determined by a method acceptable to the City Engineer or Building Official.

(1) Fill slopes steeper than two horizontal to one vertical must be constructed by the placement of soil a sufficient distance beyond the proposed finish slope to allow compaction equipment to operate at the outer surface limits of the final slope surface. The excess fill is to be removed prior to completion or rough grading. Other construction procedures may be utilized when it is first shown to the satisfaction of the City Engineer or Building Official that the angle of slope, construction method and other factors will accomplish the intent of this section.

(2) Fills not intended to support structures are not required to be compacted to these standards if the City Engineer or Building Official determines that such compaction is unnecessary as a safety measure. In making this determination, the City Engineer or Building Official may require that the owner provide a report from a soils engineer establishing the characteristics of the soil, the amount of settlement to be expected and the susceptibility of the soil to erosion or slippage.

(3) Slope surfaces may be prepared for planting by scarifying, by the addition of top soil, or by other methods, provided such slopes when so prepared otherwise comply with the requirements of this section.

(B) *Preparation of ground*. The existing ground surface must be prepared to receive fill by removing vegetation, noncomplying fill or other incompetent material. Where the slope of the existing ground surface is five horizontal to one vertical or steeper, the fill must be supported on level benches cut into competent material. The bench under the toe of a fill on a slope steeper than five to one must be at least ten feet wide. The area beyond the toe of fill must be sloped for sheet overflow or a paved drain must be provided. When fill is to be placed over a cut, the bench under the toe of fill must be at least ten feet wide, but the cut must be made before placing the fill and before acceptance by the geotechnical engineer or engineering geologist, or both if applicable, as a suitable foundation for fill. Daylight lines indicating a transition between fill and natural ground or fill and excavation are not allowed within the building area of a graded pad unless approved by the City Engineer or Building Official based on special circumstances or site conditions. Except where recommended by the geotechnical engineer or geologist as not being necessary and approved by the City Engineer or Building Official, subdrains must be provided under all fills placed in natural drainage courses and in other locations where seepage is evident. Such subdrainage systems must be of a material and design approved by the geotechnical engineer and acceptable to the City Engineer or Building Official. The permittee must provide continuous inspection during the process of subdrain installation to conform with approved plans and geotechnical engineer’s recommendation. Such inspection must be done by the soil testing agency. The location of the subdrains must be shown on a plan by the geotechnical engineer. Excavations for the subdrains must be inspected by the geologist when such subdrains are included in the recommendations of the geologist.

(C) *Fill slope*. The City Engineer or Building Official may allow a slope of steeper than 2:1 for special circumstances or site conditions. The steepness of fill slopes must be determined by a soil engineer who must submit soil test data and engineering calculations to substantiate to the satisfaction of the City Engineer or Building Official the stability of the fill slope and slope surface under conditions of saturation.

(D) *Fill material*. Detrimental amounts of organic material are not permitted in fills. Soil containing small amounts of roots may be allowed if the roots are in a quantity and distributed in a manner that is not detrimental to the future use of the site, and the use of the material is approved by the soil engineer and the City Engineer or Building Official. No rock or similar irreducible materials with a maximum dimension greater than 12 inches can be buried or placed in fills except as recommended by the soil engineer, approved by the City Engineer or Building Official and meeting the following requirements:

(1) The oversized material must be placed ten feet or more below finish grade;

(2) A representative of the soil engineer must be present while the oversized material is placed and covered;

(3) The reports submitted by the soil engineer must acknowledge the placement of the oversized material and whether the work performed is in accordance with his or her recommendations and the approved plans; and

(4) The location of oversized rock dispersal areas must be shown on the as-built plan.

(5) Stockpiled soil, sand or gravel must be covered or stabilized as to prevent erosion by wind or water.

(E) *Drainage*. Drainage, including drainage terraces and overflow protection, must be provided as required by Chapter 16.47 of this Title 16.

(F) *Slopes to receive fill*. Where fill is to be placed above the top of an existing slope steeper than three horizontal to one vertical, the toe of the fill must be set back from the top edge of the slope a minimum distance of six feet measured horizontally or such other distance as may be specifically recommended by a soil engineer or engineering geologist and approved by the City Engineer or Building Official. Fills must not toe out on slopes steeper than two horizontal to one vertical.

(G) *Inspection of fill*. For engineered grading, the soil engineer must provide sufficient inspections during the preparation of the natural ground and the placement of compaction of the fill to be satisfied that the work is being performed in accordance with the conditions of plan approval and the appropriate requirements of this Code. In addition to the above, the soil engineer must be present during the entire fill placement and compaction of fills that will exceed a vertical height or depth of 30 feet or result in a slope surface steeper than two horizontal to one vertical.

(H) *Testing of fills*. Sufficient tests of the fill soils must be made to determine the density thereof and to verify compliance of the soil properties with the design requirements, including soil types and shear strengths in accordance with the standards established by the City Engineer or Building Official. The results of such testing must be included in the report required by this chapter.

(Ord. 1103, passed 3-7-05)

§ 16.45.030 SLOPE SETBACKS.

(A) *General requirements*. Cut and fill slopes must be setback from site boundaries in accordance with this section. Setback dimensions must be horizontal distances measured perpendicular to the site boundary. The grading design must require that the property line between adjacent lots will be at the apex of the berm at the top of the slope. Property lines between adjacent lots cannot be located on a graded slope equal to five horizontal to one vertical or steeper.

(B) *Top of cut slope*. The top of cut slopes must not be made nearer to a site boundary line than one-fifth of the height of cut with a minimum of two feet and a maximum of ten feet. The setback may need to be increased for any required intercepter drains.

(C) *Toe of fill slope*. The toe of a fill slope must not be made nearer to the site boundary line than one-half of the height of the slope with a minimum of two feet and a maximum of 20 feet. Where a fill slope is to be located near the site boundary and the adjacent off-site property is developed to such grading, special precautions must be incorporated in the work as the City Engineer or Building Official deems necessary to protect the adjoining property from damage as a result of such grading. These precautions may include but are not limited to:

(1) Additional setbacks;

(2) Provision for retaining or slough walls;

(3) Mechanical or chemical treatment of the fill slope surface to minimize erosion; or

(4) Provisions for the control of surface waters.

(D) *Modification of slope location*. The setback and other restrictions imposed by this section may be increased where unusual soil or geologic conditions make such increase necessary for safety or stability or may be modified upon investigation and recommendation by a soil engineer or geologist where such modification will provide equivalent safety, stability and protection, and the City Engineer or Building Official so finds.

(Ord. 1103, passed 3-7-05)

§ 16.45.040 GRADING DESIGNATION AND INSPECTION.

(A) *General*. Grading involving a fill intended to support structures, or the development of more than one lot or parcel of land, or in excess of 5,000 cubic yards of material, or grading where the City Engineer or Building Official determines special conditions or unusual hazards exist must conform with subsection (D) of this section. Grading other than engineered grading must be designated regular grading.

(B) *Regular grading requirements*. The grading must be inspected by the City Engineer or Building Official as set forth in subsection (C) of this section. The City Engineer or Building Official may require inspection and testing by a soil testing agency. If required, the soil testing agency's responsibility will include, but need not be limited to, approval concerning the inspection of cleared areas and benches to receive fill, and the compaction of fills.

(C) *Inspection of excavation and fills*.

(1) The City Engineer or Building Official, upon notification from the permittee or his or her agent, will inspect the grading at the following stages of the work and must either approve the portion then completed or must notify the permittee or his or her agent wherein it fails to comply with the requirements of this Code.

(a) *Initial*. When the site has been cleared of vegetation and unapproved fill and it has been scarified, benched or otherwise prepared for fill. No fill can be placed prior to this inspection.

(b) *Rough*. When approximate final elevations have been established; drainage terraces, swales and other drainage devices graded ready for paving; berms installed at the top of the slopes; and the statements required have been received.

(c) *Final*. When grading has been completed; all drainage devices installed: slope planting established, irrigation systems installed; and the as-graded plans and required statements and reports have been submitted.

(2) In addition to the called inspections specified above, the City Engineer or Building Official may make such other inspections as he or she may deem necessary to determine that

the work is being performed in conformance with the requirements of this Code. Investigation and reports by an approved soil testing agency, soils engineer and/or engineering geologist may be required.

(D) *Engineered grading requirements*.

(1) For engineered grading, it is the responsibility of the persons listed below to perform the designated functions and provide reports as required by 16.45.050. These responsibilities and functions are in addition to those of the City Engineer or Building Official as set forth in subsection (C) of this section:

(a) *Design engineer*. The design engineer will prepare the grading plans and will incorporate recommendations from the sail engineering geology reports on such plans.

(b) *Field engineer*. The field engineer will establish and approve line, grade and surface drainage. At the completion of the rough grading and final grading, the field engineer must submit the statements and reports required by 16.45.050.

(c) *Soil engineer*. The soil engineer will provide professional inspection within such engineer's area of technical specialty, which will include observation during grading and testing for required compaction. The soil engineer must provide sufficient observation during the preparation of the natural ground and placement and compaction of the fill to verify that such work is being performed in accordance with the conditions of the approved plan and the appropriate requirements of this Code. Revised recommendations relating to conditions noted during grading and differing from the approved soils engineering and engineering geologic reports must be coordinated with the engineering geologist and submitted to the permittee, the Building Official.

(d) *Engineering geologist*. The engineering geologist will provide professional inspection within such geologist's area of technical specialty, which will include professional inspection of bedrock excavation or excavations of subdrains, buttress fills, and shear keys to determine that conditions encountered are in conformance with the approved report. Revised recommendations relating to conditions differing from the approved geology reports must be submitted to the soils engineer.

(e) *Grading contractor*. The grading contractor will submit the statement required by at the completion of rough grading.

(f) *Planting and irrigation*. When planting and irrigation is required by 16.47.020, the statement required by 16.45.050 must be submitted prior to the final approval of the grading by the City Engineer or Building Official.

(2) Reports that reflect conditions which are not in agreement with the approved grading plans must be submitted to the field engineer and the City Engineer or Building Official by the appropriate consultants.

(E) *Non-inspected grading*. No person may own, use, or maintain any non-inspected graded property. For the purposes of this Code, non-inspected grading is defined as any grading for which a grading permit was first obtained, but which has progressed beyond any point requiring inspection and approval by the City Engineer or Building Official without such inspection and approval having been obtained.

(F) *Notification of nonconformance*.

(1) If, in the course of fulfilling their responsibility under this chapter, the field engineer, soil engineer or geologist finds that the work is not being done in conformance with this chapter or the plans approved by the City Engineer or Building Official, or in accordance with good accepted practices, the person in charge of the grading work and the City Engineer or Building Official must be immediately notified in writing of the nonconformity and of the corrective measures to be taken.

(2) All uncertified fills and nonconforming grading must be recorded on the title of the property so that any future buyer will be aware of the situation. This recordation may only be removed when the City Engineer or Building Official determines conformance. No building permits will be granted until the fill and/or grading is in conformance.

(G) *Termination of services*. The termination of the services of the field engineer, soil engineer or geologist prior to the completion of the work shown on the approved grading plan must be reported to the City Engineer or Building Official in writing within 48 hours. The report must be by the person terminated and must include the status of the work at the last inspection. The work must be stopped until the replacement has agreed to accept the responsibility within the area of his or her technical competence for verification upon completion of the work.

(H) *Violation*. It is a violation of this Code for any person to verify to the satisfactory completion of work as required by this chapter if such work is subsequently found by the City Engineer or Building Official to be in substantial noncompliance with the approved design or code requirement at the time of verification.

(Ord. 1103, passed 3-7-05)

§ 16.45.050 REPORTS AND STATEMENTS, ENGINEERED GRADING.

(A) *General*. The reports and statements set forth in this section are those required for engineered grading. The City Engineer or Building Official may waive the requirement for a report or statement when such report or statement is found to be unnecessary for the approval of the graded site. Nothing in this section may be deemed to waive the requirement for reports or statements by other provisions of this Code.

(1) The statement required by this section supplement the records of the City Engineer or Building Official. These forms may be duplicated and the letterhead of the responsible person may be utilized. Final approval of grading by the City Engineer or Building Official cannot be given until all required maps, statements and reports have been submitted.

(2) Where reference is made to initial, rough or final grading, it means those stages of construction set forth in 16.45.040.

(B) *Field engineer*. At the completion of rough grading and final grading, the field engineer must submit a statement that work is in conformance with the approved plans. A final contour map (as-built plan) must be submitted unless the work has been completed in close agreement with the approved plan.

(C) *Soil engineer*. At the completion of rough grading, the soil engineer must submit a statement that the portion of the work concerning the preparation of the existing ground surface and the placing and compaction of fill is in conformance with the approved plans and the appropriate provisions of this Code. The soil engineer must submit a report which includes the recommended soil-bearing capacity, a finding as to the expansive qualities of the soil, the location of subdrains and a summary of tests. The location of such tests and the limits of the compacted fill must be shown on a final plan which must also show by plan and cross section the location of any rock disposal areas and/or buttress fills, is such were involved in the grading.

(D) *Geologist*. When a site inspection by the geologist is required under 16.45.040, a report based on an “as-built” geologic map must be submitted by the geologist. The report must be submitted at the completion of rough grading and must include specific approval of the grading as affected by geological factors. Where necessary, such report must include geologic cross sections and recommendations regarding the location of buildings or sewage disposal systems.

(E) *Planting and irrigation*. At completion of final grading, a landscape architect or a field engineer must submit a statement that the slope planting has been established and the irrigation system has been installed in conformance with the approved plans.

(F) *Grading contractor*. At the completion of rough grading, the grading contractor must submit a statement that the work under the direction of the grading contractor was performed in accordance with the approved plans and the appropriate requirements of this chapter or that such work was not in accordance with such plans and chapter.

(Ord. 1103, passed 3-7-05)

CHAPTER 16.46:HILLSIDE GRADING PRACTICES

Section

16.46.010 Purpose and applicability

16.46.020 Use of natural topography

16.46.030 Ridgeline preservation

16.46.040 Roadways and driveways

16.46.050 Location of building pads

16.46.060 Manufactured slopes

§ 16.46.010 PURPOSE AND APPLICABILITY.

(A) *Purpose*. The city finds that the hillsides areas of Santa Paula contribute a unique character to the city and forms an integral part of the city's overall environment. Due to the physical dominance of hillsides on the landscape, development of the hillside areas will affect the visual and environmental character of the community. The city's primary objective regarding hillside development is to preserve the natural terrain, the quality environment, and the aesthetic features of the city while encouraging creative, innovative, diverse, and safe development. Such goals will only be achieved when special consideration is given to development in hillside areas.

(B) *Intent*. In enacting the provisions of this chapter, it is the intention and policy of the city to:

(1) Encourage only minimal grading which relates to the natural contour of the land, and which will round off, in a natural manner, sharp angles at the top and ends of cut and fill slopes so as to avoid a "staircase" or "padding" effect;

(2) Require the retention of trees and other vegetation which stabilize steep hillsides, retain moisture, prevent erosion, and enhance the natural scenic beauty and, where necessary, require additional landscaping to enhance the scenic qualities of the hillsides;

(3) Encourage a variety of building types and design, when appropriate, to materially reduce grading and disturbance of the natural character of the area;

(4) Require immediate planting wherever appropriate to maintain necessary cut and fill slopes, to stabilize slopes with plant roots, and to conceal bare soil from view; and

(5) Impose appropriate conditions on the development of all slopes to obtain conformity with approved development policies of the city's General Plan.

(C) *Application*. This chapter applies to all parcels zoned HR1-PD, HR2-PD; any parcels with an average slope of 10% or more; and any parcel included in the "Potential High Landslide and Debris and Mud Flow Hazard" and/or "High Potential for Rock Falls" areas as designated in the General Plan.

(Ord. 1103, passed 3-7-05)

§ 16.46.020 USE OF NATURAL TOPOGRAPHY.

Grading must be designed and performed to respect the natural topography of a site. The principals of contour grading must be used to blend manufactured slopes with the natural topography as follows:

(A) Manufactured slopes must be rounded and shaped to simulate the natural terrain.

(B) Grading must follow the natural topographic contours.

(C) Where cut or fill slopes exceed 200 feet in horizontal length, the horizontal contours of the slope must be curved in a continuous, sinuous manner with varying radii to reflect the natural terrain.

(D) Manufactured slopes must blend with adjacent natural slopes at a radius comparable with the existing natural terrain.

(E) Grading on slopes of 30% or greater is prohibited, except as necessary as determined by the City Engineer or Building Official.

(F) Grading in the hillside areas shall be limited to that necessary to construct a driveway to serve the dwelling, the footprint of the dwelling, a walkway around the house seven feet in width, and a patio area of 300 square feet. The Planning Commission may modify these standards to be less or more restrictive, depending on the particular characteristics of the lot. The intent of this division is to avoid any grading which is not required to accommodate a house and the access to the house, and to eliminate cut and fill slopes except in driveway areas when absolutely necessary.

(Ord. 1103, passed 3-7-05)

§ 16.46.030 RIDGELINE PRESERVATION.

Significant natural hillside landmarks and defining ridgelines, as identified in the Santa Paula General Plan, must be retained in their natural state. Development on the ridgelines is prohibited.

(Ord. 1103, passed 3-7-05)

§ 16.46.040 ROADWAYS AND DRIVEWAYS.

(A) Street alignments must, to the maximum extent feasible, be parallel to the natural contours of the land.

(B) Street widths must conform to adopted minimum city standards. However, the City Engineer, Building Official and Director will have the authority to approve narrower street pavement widths where such narrower width would work to preserve natural contours and slopes, minimize grading, reduce heights of required retaining walls, and/or result in better overall subdivision design. Such approval is subject to the provision of sufficient emergency access, as determined by the Fire Chief. Where such narrower widths are provided, the City Engineer may require intermittent widening or turnouts to be provided for turnarounds or parking.

(C) The Director will have the authority to approve the establishment of sidewalks on only one side of a street where such design would preserve natural contours and slopes, minimize grading, reduce heights of required retaining walls, and/or result in better overall subdivision design.

(D) The maximum slope of any driveway must be 15%, with no portion of any driveway exceeding a slope of 20%.

(Ord. 1103, passed 3-7-05)

§ 16.46.050 LOCATION OF BUILDING PADS.

(A) Building pads must be located on that portion of a lot that achieves the most of the following objectives:

(1) Requires the least amount of grading to create a suitable building site;

(2) Preserves primary views from existing home sites;

(3) Minimizes the visual prominence of proposed structures from close by and distant view points;

(4) Avoids ridgeline development as required by 16.46.030;

(5) Keeps development below the ridgeline; and

(6) Preserves existing native vegetation and similar natural features.

(B) Building sites must be located to allow structures to follow the natural slope of the property.

(Ord. 1103, passed 3-7-05)

§ 16.46.060 MANUFACTURED SLOPES.

(A) *Height*. No manufactured slope may exceed a vertical height of 25 feet unless a higher slope is required for a public street, or unless approved by the Planning Commission or City Council through the review and approval of a tentative tract map. The height of a manufactured slope must include the height of any retaining wall constructed as an integral part of the slope.

(B) *Slope*. No manufactured slope angle may be steeper than 2:1 unless approved by the City Engineer or Building Official, based on studies provided by the applicant demonstrating that:

(1) Special circumstances applicable to the property, including size, shape, topography, location, or surroundings, deprive the property of development opportunities otherwise available to properties in the same zone; and

(2) Data provided by a soils engineer, engineering geologist, and landscape architect support the contention that the slope material and material underlying the slope are capable of permanent stability at an angle steeper than 2:1, and that the required slope planting can be adequately maintained.

(C) *Location of lot line*. Any manufactured slope occurring on a side or rear lot line must be made a part of the downhill lot.

(D) *Cut slopes in rock*. Manufactured cut slopes in rock material must be provided with soil pockets or cut terraces to facilitate the planting of landscaping.

(Ord. 1103, passed 3-7-05)

CHAPTER 16.47:DRAINAGE, EROSION, AND DUST CONTROL

Section

16.47.010 Purpose and applicability

16.47.020 Slope protection and graded surface revegetation

16.47.030 Protection of trees during grading

16.47.040 Protection of watercourses and wetlands

16.47.050 Drainage provisions

16.47.060 Erosion and stormwater control

16.47.070 Dust prevention and control provisions

§ 16.47.010 PURPOSE AND APPLICABILITY.

This chapter establishes standards for the conduct of all grading activity, whether or not a grading permit is required pursuant to Chapters 16.44 through 16.47 (Grading and Erosion Control) of this Title 16.

(Ord. 1103, passed 3-7-05)

§ 16.47.020 SLOPE PROTECTION AND GRADED SURFACE REVEGETATION.

(A) All manufactured slopes greater than three feet in height and all graded areas not to be occupied by structures or other approved improvements must be planted with live landscape material and provided with an automatic irrigation system in accordance with landscaping and irrigation plans approved by the Director.

(B) Installation of landscaping and irrigation required for erosion and sediment control must be completed within 30 days of completion of grading activity. All other required landscaping and irrigation must be installed in accordance with applicable land use and development permits.

(C) Acceptable landscape materials used for slope protection and erosion/sediment control include groundcover from rooted cuttings, hydromulched mixtures, lawn seed or sod, or other similar materials, and may include certain species of trees, as shown on landscape plans approved by the Director.

(D) For slopes in hillside residential areas, fire hazard mitigation landscape approaches must be used consistent with the requirements of 16.08.150 (Fire Hazard Mitigation) of this Title 16.

(E) The use of fire-resistant, drought-tolerant landscape materials is encouraged.

(Ord. 1103, passed 3-7-05)

§ 16.47.030 PROTECTION OF TREES DURING GRADING.

(A) *Identification of tree protection*. Where any mature trees will affected by grading, other than trees for which removal will be permitted via a tree removal permit pursuant to Chapter 156.584 of this Title 16, details for retaining walls, drains, pruning, trimming, and the establishment of a drip line with respect to each such tree must be prepared by a licensed landscape architect and be included with the grading plan. Grading or activity detrimental to the health of such tree is prohibited to take place within an established drip line of the tree.

(B) *Protective fences required*. Prior to the commencement of grading, fences must be constructed around the established drip line of all such trees. The purpose of such fences is to prevent grading, heavy equipment work, and the storage or dumping of materials within the established drip lines of such trees. Grading or other site work within the established drip line must be only as authorized by the approved grading plan and must be supervised and approved by a landscape architect in attendance continuously during the progress of the work. Fences may be temporarily removed or omitted, upon the approval of the City Engineer or Building Official, to facilitate such authorized work. All such work must comply with the approved details to protect the tree.

(C) *Coordination*. Where mature trees could be affected by a grading operation, a field orientation meeting must take place prior to the commencement of the work when deemed necessary or desirable by the City Engineer or Building Official. The purpose of such meeting is to communicate the approved methods of grading and tree preservation to all parties involved with the grading operation. Such meeting should include the City Engineer or Building Official or their authorized representatives, a representative of the Planning Department, the permittee or his or her authorized representative, the landscape architect, and the soils engineer.

(Ord. 1103, passed 3-7-05)

§ 16.47.040 PROTECTION OF WATERCOURSES AND WETLANDS.

(A) Watercourses and wetlands must, to the maximum extent feasible, be left in their natural state, with grading designed to protect such features.

(B) Grading, dredging, or any similar disturbance of a watercourse or wetland will not be permitted except in accord with an approved grading plan and provided that all permit requirements imposed by state and federal agencies with jurisdiction have been complied with. Proof of compliance with other agencies' requirements must be provided to the satisfaction of the City Engineer or Building Official, and the Director.

(C) Watercourses and wetlands must be protected during grading operations in accord with standards and requirements of the State of California Regional Water Quality Control Board, the U.S. Army Corps of Engineers, and other state or federal agency with jurisdiction. Proof of compliance with other agencies' requirements must be provided to the satisfaction of the City Engineer or Building Official, and the Director.

(Ord. 1103, passed 3-7-05)

§ 16.47.050 DRAINAGE PROVISIONS.

(A) *General*. The drainage structures and devices required by this chapter must conform to the provisions of this section as well as recognized principles of hydraulics.

(B) *Disposal*. Drainage facilities must be designed to carry surface waters to the nearest practical street, storm drain, or natural watercourse approved by the City Engineer or Building Official or other appropriate governmental agency as a safe place to deposit such waters. Desilting basins, filter barriers or other methods, as approved by the City Engineer or Building Official, must be utilized to remove sediments from surface waters before such waters are allowed to enter streets, storm drains or natural watercourses. If the drainage device discharges onto natural ground, riprap or a similar energy dissipator may be required.

(C) *Site drainage*. Graded building sites (building pads) must have a minimum slope of 2% toward a public street or drainage structure approved to receive storm waters. A lesser slope may be approved by the City Engineer or Building Official for sites graded in relatively flat terrain, or where special drainage provisions are made, when the City Engineer or Building Official finds such modification will not result in unfavorable drainage conditions. The grading must provide for drainage around proposed buildings and their appurtenances.

(D) *Drainage terraces required*. All cut or fill slopes steeper than three horizontal to one vertical must have drainage terraces. For slopes not steeper than three horizontal to one vertical, the City Engineer or Building Official may require a drainage and terrace design to be submitted. Suitable access to permit proper cleaning and maintenance must be provided for all drainage terraces. Cut or fill slopes more than 30 feet in height must have drainage terraces provided vertical intervals not exceeding 25 feet except that where only one terrace is required, it must be at midheight. Such terraces must be not less than eight feet in width (measured horizontally from the outside edge). When the total slope height exceeds 100 feet, one terrace near midheight must be not less than 20 feet in width (measured horizontally from the outside edge). In lieu of the above, for cut and fill slopes greater than 120 feet in height, the applicant may submit a drainage and terrace design by a civil engineer to be approved by the City Engineer or Building Official.

(E) *Drainage terraces construction*. Drainage terraces must have a longitudinal grade of not less than 5% nor more than 12% and a minimum depth of one foot at a flow line. There must be no reduction in grade along the direction of flow unless the velocity of flow is such that the slope debris will remain in suspension on the reduced grade. Such terraces must be paved with concrete not less than three inches thick reinforced with 6-inch x 6-inch No. 10 x No. 10 welded wire fabric or equivalent reinforcing centered in the concrete slab. Drainage terraces exceeding eight feet in width need only be so paved for a width of eight feet provided such pavement provides a paved channel at least one foot in depth. Downdrains or drainage outlets must be provided at approximately 300 foot intervals along the drainage terrace or at equivalent locations. Downdrains and drainage outlets must be of approved materials and of adequate capacity to convey the intercepted waters to the point of disposal as defined in subsection (B) of this section.

(F) *Overflow protection*. Berms, swales or other devices must be provided at the top of cut or fill slopes to prevent surface waters from overflowing onto the damaging face of the slope. Gutters or other special drainage controls must be provided where the proximity of runoff from buildings or other structures is such as to pose a potential hazard to slope integrity. Swales used for slope protection must conform with subsection (H) of this section. Berms used for slope protection must be at least 12 inches above the level of the pad and must slope back at least four feet from the top of the slope.

(G) *Subsurface drainage*. Cut and fill slopes must be provided with subsurface drainage as necessary for stability. Any required subsurface drainage facilities will be passive in design and require no ongoing monitoring to insure site stability.

(H) *Interceptor drains*. Paved interceptor drains must be installed along the top of all cut slopes where the height of the cut is greater than five feet measured vertically. Interceptor drains must be paved with a minimum of four inches of concrete or granite and reinforced as required for drainage terraces. They must have a minimum depth of 12 inches and a minimum paved width of 36 inches

measured horizontally across the drain. The side slope of interceptor drains must not be steeper than 1-1/2:1. The slope of the drain must be approved by the City Engineer or Building Official.

(I) *Drainage guidelines*. All drainage devices which collect from the slopes must be screened by means of underground pipes, diagonal curvilinear drains, rock-lining, colored concrete or other approved materials to blend with the natural topography in character, color or design. Downdrains must be non-centralized to avoid a repetitive pattern. Where feasible, underground drains must be utilized.

(J) *Cross lot drainage device maintenance*. All cross lot drainage devices not eligible for transfer to a flood control district or similar entity must be maintained by the owner or a private entity such as a homeowners association.

(Ord. 1103, passed 3-7-05)

§ 16.47.060 EROSION AND STORMWATER CONTROL.

Best Management Practices, or BMP, must be used to control erosion and stormwater runoff during all grading and construction activities consistent with Chapter 54 (Stormwater Quality Management) of Title V of the Santa Paula Municipal Code and the Building Code.

(A) *Slopes*. The faces of cut and fill slopes must be prepared and maintained to control erosion. This control must consist of jute netting and effective planting as described elsewhere in this section, or other devices satisfactory to the City Engineer or Building Official.

(B) *Planting*. The surface of all cut slopes more than five feet in height and fill slopes more than three feet in height must be protected against damage by erosion by planting with grass or ground cover plants. Slopes exceeding 15 feet in vertical height must also be planted with shrubs, spaced at not to exceed ten feet on centers; or trees, spaced at not to exceed ten feet on centers; or a combination of shrubs and trees at equivalent spacings, in addition to the grass or groundcover plants. The plants selected and planting methods used must be suitable for the soil and climatic conditions of the site and in accordance with standard specifications prepared by the City Engineer or Building Official. Planting need not be provided for cut slopes rocky in character and not subject to damage by erosion and any slopes protected against erosion damage by other methods when such methods have been specifically recommended by a soil engineer, engineer geologist, or equivalent authority and found to offer erosion protection equal to that provided by the planting specified in this section. Plant material must be selected which will produce a coverage of permanent planting effectively controlling erosion. Consideration must be given to deep rooted plant material needing limited watering, to low maintenance during the lifetime of the project, to high root to shoot ratio (weight of above ground parts versus root system), wind susceptibility and fire-retardant characteristics.

(C) *Irrigation*. Slopes required to be planted by subsection (B) above must be provided with an approved system of irrigation, designed to cover all portions of the slope and plans therefore must be submitted and approved prior to installation. A functional test of the system may be required. For slopes less than 20 feet in vertical height, hose bibs to permit hand watering will be acceptable if such hose bibs are installed at conveniently accessible locations where a hose no longer than 50 feet is necessary for irrigation. The requirements for permanent irrigation systems may be modified upon specific recommendation of a landscape architect or equivalent authority that because of the type of plans selected, the planting methods used and the soil and climatic conditions at the site, an irrigation will not be necessary for the maintenance of the slope planting.

(D) *Plans and specifications*. Planting and irrigation plans must be submitted for slopes required to be planted and irrigated by subsections (B) and (C) of this section. Except as waived by the City Engineer or Building Official for minor grading, the plans for slopes 20 feet or more in vertical height must be prepared and signed by a civil engineer or landscape architect. These plans must be approved by the city prior to issuance of the grading permit unless other provisions are made to the satisfaction of the City Engineer or Building Official. The responsibility of maintenance of drainage terrace must be clearly stated on the grading plan to the satisfaction of the City Engineer or Building Official.

(E) *Rodent control*. Fill slopes steeper than two horizontal and one vertical within a grading project located adjacent to undeveloped and unoccupied land (as determined by the City Engineer or Building Official) to be infested by burrowing rodents, must be protected from potential slope damage by a preventative program of rodent control.

(F) *Release of security*. The planting and irrigation systems required by this section must be installed as soon as practical after rough grading. Prior to final approval of grading and before the release of any grading security, the planting must be well established and growing on the slopes and, where required by subsection (E) of this section, there must be evidence of an effective rodent control program.

(G) *Other devices*. Where necessary, check dams, cribbing, riprap or other devices or methods must be employed to control any erosion. Also, jute netting must be immediately installed on any slopes having a vertical height of seven feet or more and steeper than 3:1 (horizontal: vertical) to minimize or control erosion problems.

(H) *Maintenance*. Graded and/or landscaped areas are to be maintained in accordance with the original landscape plans and design concept per the originally approved subdivision or development plans. Any alteration of landscape plans or of areas must be approved by the city. Homeowner encroachments such as fences, block walls, structures, unauthorized plantings, alterations to the irrigation, grading or drainage are not allowed. Any approved alterations must be done by city-authorized crews through an approved city permit. Failure to comply with this section will constitute a use of land contrary to the provisions of this Code and is deemed a public nuisance under this Code.

(Ord. 1103, passed 3-7-05)

§ 16.47.070 DUST PREVENTION AND CONTROL PROVISIONS.

To protect the health, safety, and general welfare, all construction sites must make all reasonable efforts to prevent or control blowing dust and debris. Property owners shall be responsible for maintaining their property in such a manner that dust and other wind borne debris transported to adjacent properties are kept to reasonable minimal levels. In the case of site grading and other construction operations, it will also be the responsibility of the permittee to make all reasonable efforts to control blowing dust and debris onto adjacent properties. When grading operations involve the hauling of dirt from one site to another, it is also the permittee's responsibility to maintain the public streets in a clean condition and limit any spillage that would generate dust or other blowing debris.

(A) *Dust prevention and control plan required*. A dust prevention and control plan shall be submitted in conjunction with a grading plan or other plan involving the movement of dirt. The City Engineer or Building Official may also require the submittal of a dust prevention and control plan for other development deemed necessary.

(B) *Plan requirements*. The plan shall demonstrate that the discharge of dust from the construction site will not occur or can be controlled to an acceptable level depending on the particular site conditions and circumstances. The plan shall address site conditions during construction operations, after normal working hours, and during various phases of construction. The plan shall include the name and the 24-hour phone number of a responsible party in case of emergency. If the importing or exporting of dirt is necessary as demonstrated by the cut and fill quantities on the grading plan, the plan shall also include the procedures necessary to keep the public streets and private properties along the haul route free of dirt, dust, and other debris. When an entire project is to be graded and the subsequent construction on the site is to be completed in phases, the portion of the site not under construction shall be treated with dust preventive substance or plant materials and an irrigation system. All phased projects shall submit a plan demonstrating that dust will not be generated from future phase areas.

(C) *Plan review*. The City Engineer or Building Official will be responsible for the review and approval of the dust prevention and control plan. This plan shall be incorporated into the grading plan and constructive notice shall be placed on the grading plan to notify the owner and contractors of the need to comply with the dust prevention and control plan.

(D) *Dust control compliance statement*. A dust control compliance statement form must be completed and signed by the property owner.

(E) *Inadequate dust prevention and control measures*. If an investigation of the project site indicates that dust prevention and control measures are inadequate, the City Engineer or Building Official may limit or halt all activities on the site until adequate dust prevention and control measures are achieved. The City Engineer or Building Official may charge the property owner and/or contractor for reasonable costs related to providing the necessary site inspections to determine the adequacy of the dust control plan.

(F) *Notice of inadequate prevention and control measures*. If it is determined that a property in violation of 16.47.030, the City Engineer or Building Official may deliver the property owner or contractor a written notice of violation, and the property owner or contractor will then have 24 hours to bring the site into compliance. If after 24 hours, the site is not brought into compliance or an extension of time has not been granted by the City Engineer or Building Official, the violation may be prosecuted by the City Attorney as a misdemeanor violation of the Municipal Code.

(G) *Responsibility for adequate dust prevention and control*. The approval of a dust prevention and control plan does not relieve the owner or contractors of the responsibility to implement whatever additional measures may be required to properly prevent and control dust as required by 16.47.060.

(H) *NPDES Stormwater Regulations*. The dust prevention and control plan and any additional measures that may be necessary for the adequate prevention and control of dust must comply with all applicable NPDES Stormwater Regulations.

(Ord. 1103, passed 3-7-05)

CHAPTER 16.48:GENERAL PROVISIONS

Section

16.48.010 Purpose and intent

16.48.020 Definitions

16.48.030 Exempt activities

§ 16.48.010 PURPOSE AND INTENT.

(A) Chapters 16.48 through 16.50 (Surface Mining and Reclamation) of this Title 16 are adopted pursuant to the California Surface Mining and Reclamation Act of 1975 (Cal. Pub. Res. Code §§2710 et seq.).

(B) The City Council finds and declares that the extraction of minerals is essential to the continued economic well-being of the state and to the needs of the society, and that the reclamation of mined lands is necessary to prevent or minimize adverse effects on the environment and to protect the public health and safety.

(C) The Council further finds that the reclamation of mined lands as provided in Chapters 16.48 through 16.50 (Surface Mining and Reclamation) of this Title 16 will permit the continued mining of minerals and will provide for the protection and subsequent beneficial use of the mined and reclaimed land.

(D) The Council further finds that surface mining takes place in diverse areas where the geologic, topographic, climatic, biological, and social conditions are significantly different, and that reclamation operations and the specifications for the reclamation may vary accordingly.

(Ord. 1103, passed 3-7-05)

§ 16.48.020 DEFINITIONS.

The following words, terms and phrases, when used in Chapters 16.48 through 16.50 (Surface Mining and Reclamation) of this Title 16, will have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

EXPLORATION or ***PROSPECTING***. The search for minerals by geological, geophysical, geochemical or other techniques, including but not limited to sampling, assaying, drilling, or any surface or underground works needed to determine the type, extent, or quantity of minerals present.

MINED LANDS. Includes the surface, subsurface, and groundwater of an area in which surface mining operations will be, are being or have been conducted, including private ways and roads appurtenant to any such area, land excavations, workings, mining waste, and areas in which structures, facilities, equipment, machines, tools, or other materials or property which result from or are used in surface mining operations are located.

MINERALS. Any naturally occurring chemical element or compound or groups of elements and compounds formed from inorganic processes and organic substances including, but not limited to, coal, peat, and bituminous rock, but excluding geothermal resources, natural gas, and petroleum.

MINING WASTE. The residual of soil, rock, mineral, liquid, vegetation, equipment, machines, tools, or other materials or property directly resulting from or displaced by surface mining operations.

OPERATOR. Any person who is engaged in surface mining operations himself or herself or who contracts with others to conduct operations on his or her behalf, except a person who is engaged in surface mining operations as an employee with wages as his or her sole compensation.

OVERBURDEN. Soil, rock, or other materials that lie above a natural mineral deposit or in between deposits, before or after their removal by surface mining operations.

RECLAMATION. The process of land treatment that minimizes water degradation, air pollution, damage to aquatic or wildlife habitat, flooding, erosion, and other adverse effects from surface mining operations, including adverse surface effects incidental to underground mines, so that mined lands are reclaimed to a usable condition which is readily adaptable for alternate land uses and create no danger to public health or safety. The process may extend to affected lands surrounding mined lands and may require backfilling, grading, resoiling, revegetation, soil compaction, stabilization, or other measures.

STATE BOARD. The State Mining and Geology Board, in the Department of Conservation. STATE GEOLOGIST. The individual holding office as structured in Cal. Pub. Res. Code 677.

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

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

(2) The production and disposal of mining waste; and

(3) Prospecting and exploratory activities.

(Ord. 1103, passed 3-7-05)

§ 16.48.030 EXEMPT ACTIVITIES.

The provisions of Chapters 16.48 through 16.50 (Surface Mining and Reclamation) of this Title 16 are not applicable to the following:

(A) Excavations or grading conducted for farming or onsite construction or for the purpose of restoring land following a flood or natural disaster, provided the grading and removal of material do not exceed that required to meet the primary objective.

(B) Prospecting and exploration for minerals of commercial value where less than 1,000 cubic yards of overburden is removed in any one location of one acre or less.

(C) Any surface mining operation that does not involve either the removal of a total of more than 1,000 cubic yards of minerals, ores, and overburden or involve more than one acre in any one location.

(D) Surface mining operations that are required by federal law in order to protect a mining claim, if such operations are conducted solely for that purpose.

(E) Such other mining operations that the city determines to be of an infrequent nature and which involve only minor surface disturbances and are categorically identified by the State Board pursuant to Cal. Pub. Res. Code §2714(d) and 2758(c).

(Ord. 1103, passed 3-7-05)

CHAPTER 16.49:PERMIT AND RECLAMATION PLAN

Section

16.49.010 Conditional use permit and reclamation plan required

16.49.020 Annual report required

16.49.030 Compliance with State Surface Mining and Reclamation Act

16.49.040 Performance bond

16.49.050 Periodic inspection

16.49.060 Amendments to conditional use permit or reclamation plans

§ 16.49.010 CONDITIONAL USE PERMIT AND RECLAMATION PLAN REQUIRED.

(A) Any person, except as provided in Cal. Pub. Res. Code 2776, who proposes to engage in surface mining operations must, prior to the commencement of such operations, obtain the following:

(1) A conditional use permit to mine in accordance with Chapter 16.63 of this Title 16.

(2) Approval of a reclamation plan in accordance with Chapters 16.48 through 16.50 (Surface Mining and Reclamation) of this Title 16 and as further provided in Cal. Pub. Res. Code 2770 et seq.

(B) No person who has obtained a vested right to conduct a surface mining operation prior to January 1, 1975 will be required to secure a conditional use permit as long as such vested right continues, provided that no substantial change is made in that operation except in accordance with the provisions of Chapters 16.48 through 16.50 (Surface Mining and Reclamation) of this Title 16. A person will be deemed to have such vested rights if, prior to January 1, 1976, that person has in good faith and in reliance upon a conditional use permit, if such a permit was required, diligently commenced surface mining operations and incurred substantial liabilities for work and materials necessary for the operation.

(C) A person who has obtained a vested right to conduct surface mining operations prior to January 1, 1976 must submit to the Director a reclamation plan for operations to be conducted after January 1, 1976, unless a reclamation plan was approved by the city prior to January 1, 1976, and the person submitting that plan has accepted responsibility for reclaiming the mined lands in accordance with that plan. The reclamation plan will be approved or denied within three months of the date the Director deems the plan complete.

(D) Nothing in Chapters 16.48 through 16.50 (Surface Mining and Reclamation) of this Title 16 will be construed as requiring the filing of a reclamation plan or the reclamation of mined lands on which surface mining operations were conducted prior to but not after January 1, 1976.

(Ord. 1103, passed 3-7-05)

§ 16.49.020 ANNUAL REPORT REQUIRED.

The owner, lessor, lessee, agent, manager, or other person in charge of any mining operation of whatever kind or character within the state must forward to the Director of the State Department of Mines and Geology and the city not later than July 1, 1991, and every year thereafter not later than an anniversary date established by the Director, upon forms which are supplied by the state, a report which contains all the required information specified in Cal. Pub. Res. Code 2207 et. seq.

(Ord. 1103, passed 3-7-05)

§ 16.49.030 COMPLIANCE WITH STATE SURFACE MINING AND RECLAMATION ACT.

(A) The state geologist will be notified of the filing of all applications.

(B) Required reclamation plans must consist of at least those items as outlined in Cal. Pub. Res. Code 2770 et seq.

(Ord. 1103, passed 3-7-05)

§ 16.49.040 PERFORMANCE BOND.

Upon a finding by the Planning Commission that a supplemental guarantee for the reclamation of the mined land is necessary, and upon the determination by the Director of the cost of the reclamation of the mined land according to the reclamation plan, a surety bond, lien, or other security guarantee conditioned upon the faithful performance of the reclamation plan must be filed with the City Clerk. The surety must be executed in favor of the city and will be reviewed and revised, as necessary, bi-annually. The surety must be maintained in an amount equal to the cost of completing the remaining reclamation of the site, as prescribed in the approved or amended reclamation plan, during the succeeding two-year period or other reasonable term.

(Ord. 1103, passed 3-7-05)

§ 16.49.050 PERIODIC INSPECTION.

As a condition of approval for the conditional use permit or the reclamation plan or both, a schedule for periodic inspections of the site will be established to evaluate continuing compliance with the permit and the reclamation plan.

(Ord. 1103, passed 3-7-05)

§ 16.49.060 AMENDMENTS TO CONDITIONAL USE PERMIT OR RECLAMATION PLAN.

Amendments to an approved conditional use permit for surface mining activity or to an approved reclamation plan must be processed in the same manner as the original permit application.

(Ord. 1103, passed 3-7-05)

CHAPTER 16.50:REGULATIONS FOR OPERATION OF SURFACE MINE

Section

16.50.010 Access and circulation

16.50.020 Performance standards

16.50.030 Fencing and signage

16.50.040 Removal of buildings and equipment

§ 16.50.010 ACCESS AND CIRCULATION.

(A) All access points from a mining operation directly to a public roadway must have adequate sight distance provided to ensure traffic safety.

(B) The City Engineer may require the mine operator to post access points to the mine to provide traffic direction to mining vehicles and to ensure traffic safety.

(Ord. 1103, passed 3-7-05)

§ 16.50.020 PERFORMANCE STANDARDS.

(A) *Dust control*. Roads, driveways, and parking areas on the site must be maintained to control dust and to comply with applicable regulations established by the Ventura County Air Pollution Control District.

(B) *Drainage and erosion control*.

(1) Surface drainage must be controlled to prevent the addition of silt or loose material above or beyond that normally occurring in any existing drainage course.

(2) Silt, sand, and dirt must be controlled in a manner that prevents such materials from being deposited on adjacent properties and public rights-of-way.

(3) All provisions to control watercourses must be designed to prevent overflow or diversion of water away from the natural point of discharge.

(4) Adequate provisions for conveyance of water across and from the site and for long-term retention of water must be accomplished in a manner so as to minimize potential damages from erosion and landslide.

(Ord. 1103, passed 3-7-05)

§ 16.50.030 FENCING AND SIGNAGE.

(A) *Fencing*.

(1) Fencing must be provided to enclose excavation areas, settling basins, and other areas that pose potential public health and safety hazards. Fencing must consist of, at a minimum, a six-foot-high steel, chain link, or similar fence. Such fencing must be maintained in good condition and repair.

(2) Gates of the same material and height as the fence must be installed at all points of vehicular or pedestrian access. Said gates must be equipped with keyed locks and must be kept locked at all times when not in regular use.

(B) *Signage*.

(1) Within 90 days after a permit has been issued pursuant to the provisions of Chapters 16.48 through 16.50 (Surface Mining and Reclamation) of this Title 16, the outer boundaries of the site must be continuously posted with signs not less than 500 feet apart and along each property line. Said sign must contain letters at least four inches high stating the following or similar language:

“THIS PROPERTY MAY BE USED FOR THE MINING, QUARRYING, OR COMMERCIAL EXTRACTION OF SAND, GRAVEL, ROCK, AGGREGATE, CLAY, AND SIMILAR MATERIALS. PLEASE OBSERVE APPROPRIATE SAFETY PRECAUTIONS.”

(2) Required signs must be of a durable, weather-resistant material and must be maintained in legible condition.

(Ord. 1103, passed 3-7-05)

§ 16.50.040 REMOVAL OF BUILDINGS AND EQUIPMENT.

Buildings and equipment used in surface mining and quarrying operations must be removed within six months of the termination of surface mining and quarrying operations.

(Ord. 1103, passed 3-7-05)

CHAPTER 16.51:GROWTH MANAGEMENT

Section

16.51.010 Purpose and intent

16.51.020 Application and exceptions

16.51.030 Regulations by resolution

16.51.040 Time limits

16.51.050 Other applicable regulations

§ 16.51.010 PURPOSE AND INTENT.

This chapter establishes the authority of the City Council to issue regulations that place limitations on the issuance of residential building permits within specified time periods. Such limitations are considered necessary to ensure that the rate and/or level of residential growth in the city is consistent with regional growth management and resource protection plans.

(Ord. 1104, passed 7-19-04)

§ 16.51.020 APPLICATION AND EXCEPTIONS.

The provisions of this chapter apply to all residential developments that result in the creation of a new dwelling unit within any type of residential development project, with the following exceptions:

(A) Single-family homes on vacant legal lots of record on the effective date of City Council Ordinance No. 832.

(B) Residential units that are constructed to replace demolished units, provided the replacement construction occurs within one year of the demolition, that the replacement occurs on a 1-to-1 basis, and that the demolition was accomplished with a valid city permit.

(C) Second dwelling units (“granny flats”) constructed pursuant to Chapter 16.08 Division 4 (Second Dwelling Units) of this Title 16.

(Ord. 1104, passed 7-19-04)

§ 16.51.030 REGULATIONS BY RESOLUTION.

(A) The City Council may, from time to time, issue by resolution regulations to provide for the administration and implementation of this chapter, including the establishment of fees to provide for the processing of applications. The regulations provide for limitations on the issuance of building permits for residential units based on the limits established by the Ventura County Air Quality Management Plan and the 208 Water Quality Plan, as said plans may be amended over time.

(B) The provisions of this chapter will in no way require that the city issue permits for a project which may not exceed the population limitations which may be set forth by resolution. The city will have the right to review, approve, and deny residential development proposals through the ordinary discretionary review processes set forth in Chapters 16.54 through 16.71 (Administration of Development Code) in this Title 16.

(C) The city may carry over allocations for previous review periods into future review periods.

(Ord. 1104, passed 7-19-04)

§ 16.51.040 TIME LIMITS.

Time limits for submitting building plans, obtaining approved plans, and commencement and completion of construction may be established by Resolution of the City Council.

(Ord. 1104, passed 7-19-04)

§ 16.51.050 OTHER APPLICABLE REGULATIONS.

In addition to the requirements contained in this Chapter 16.51, the provisions of Chapter 16.54 (Administration of the Development Code) and City Council Ordinance No. 832 apply to growth management allocations.

City Council Ordinance No. 832

(Ord. 1104, passed 7-19-04)

CHAPTER 16.52:TRANSPORTATION DEMAND MANAGEMENT

Section

16.52.010 Purpose and intent

16.52.020 Applicability

16.52.030 Transportation demand and trip reduction measures

16.52.040 Review of transit impacts

16.52.050 Monitoring and enforcement

16.52.060 Definitions

§ 16.52.010 PURPOSE AND INTENT.

(A) The Ventura County Transportation Commission (VCTC) is responsible for the preparation of the Congestion Management Plan (CMP) for the County. Among the state-mandated elements of the CMP is a trip reduction and transportation demand management element that promotes alternative transportation methods, such as carpools, vanpools, transit, bicycles, walking, park-and-ride lots, improvement in the balance between jobs and housing, and other strategies, including flexible work hours, telecommuting and parking management programs. The goals and policies of the CMP also support the increased use of low- and no-emission vehicles.

(B) This chapter is intended to promote trip and travel demand reduction measures in the city and to meet the TDM facilities ordinance adoption requirement as set out in the CMP. The requirements of District Rule 210 are separate from this chapter and administrated by the District. This chapter sets forth the minimum requirements for meeting the CMP. Employers are encouraged to offer or provide additional inducements to use alternatives to single-occupant vehicles to their employees necessary to meet Rule 210 requirements.

(Ord. 1104, passed 7-19-04)

§ 16.52.020 APPLICABILITY.

Prior to approval of any development project, the applicant must make provision for, at a minimum, all the applicable transportation demand management and trip reduction measures contained in this chapter.

(Ord. 1104, passed 7-19-04)

§ 16.52.030 TRANSPORTATION DEMAND AND TRIP REDUCTION MEASURES.

(A) *Nonresidential development projects: 50 to 99 employees*. Nonresidential development projects serving 50 to 99 employees must provide a bulletin board, display case, or kiosk displaying transportation information located where the greatest number of employees are likely to see it. Information in the area must include, but is not limited to, the following:

(1) Current maps, routes and schedules for public transit routes serving the site;

(2) Ridesharing promotional material supplied by commuter-oriented organizations;

(3) Telephone numbers for referrals on transportation information including numbers for the regional ridesharing agency, Dial-A-Route, and local transit operators;

(4) Bicycle route and facility information, including regional/local bicycle maps and bicycle safety information; and

(5) A listing of facilities and services available for carpoolers, vanpoolers, bicyclists, transit riders and pedestrians at the site.

(B) *Nonresidential development projects: 100 to 149 employees*. Nonresidential development projects with 100 to 149 employees must comply with subsection (A) above and must provide all of the following to the satisfaction of the city:

(1) Not less than 10% of the employee parking area must be located as close as practical to the employee entrance(s) and must be reserved for use by potential carpool/vanpool vehicles, without displacing handicapped and customer parking needs. This preferential carpool/vanpool parking area must be identified on the site plan upon application for a building permit, to the satisfaction of the city. A statement that preferential carpool/vanpool spaces for employees are available and description of the method for obtaining such spaces must be included on the required transportation information board. Spaces will be signed/striped as demand warrants; provided that at all times at least one space for projects of 50,000 square feet to 100,000 square feet, and two spaces for projects over 100,000 square feet, will be signed/striped for carpool/vanpool vehicles.

(2) Preferential parking spaces reserved for vanpools must be accessible to vanpool vehicles. When located within a parking structure, a minimum vertical interior clearance of 7 feet 2 inches must be provided for those spaces and accessways to be used by such vehicles. Adequate turning radii and parking space dimensions (minimum 9 feet by 19 feet) must also be included in vanpool parking areas.

(3) Bicycle lockers or other secure bicycle parking must be provided near building entrances to accommodate four bicycles per the first 50,000 square feet of gross floor area and one bicycle per each additional 50,000 square feet. Calculations that result in a fraction of 0.5 or higher must be rounded up to the nearest whole number. Specific facilities and locations (e.g. provision of racks, lockers, or locked room) must be to the satisfaction of the city.

(4) Safe and convenient access from the external circulation system to bicycle parking facilities on site.

(C) *Nonresidential development projects: 150+ employees*. Nonresidential development serving 150 or more employees must comply with subsections (A) and (B) above and must provide all of the following measures to the satisfaction of the city:

(1) A safe and convenient zone in which vanpool and carpool vehicles may deliver or board their passengers. Passenger loading areas should be located as close as possible to the building entrance and should be designated in a manner that does not impede vehicular circulation in the parking area.

(2) Sidewalks or other designated pathways following, to the greatest extent feasible, direct and safe routes from the external pedestrian circulation system to, and between, each building in the development.

(3) If determined necessary by the city to mitigate project traffic congestion or air quality impacts, bus stop improvements must be provided. The city will consult with the local bus service providers in determining appropriate improvements (e.g. bus pullouts, bus pads, shelters, and the like). When locating bus stops and/or planning building entrances, entrances should be designed to provide safe and efficient access to nearby transit stations/stops.

(4) Development design must incorporate, to the extent feasible, showers, changing rooms, lockers, and the like, for employees who bicycle, jog or walk to work.

(5) Development design must incorporate lunchrooms, cafeterias, eating establishments, and other facilities that will reduce the need for mid-day driving.

(6) Development design must incorporate, to the greatest extent feasible, interconnected circulation systems, such as joined parking lots, to reduce the need for cars to travel on the street when traveling from one business to another.

(D) *Residential development projects: 100 to 349 units*. Residential development projects of 100 to 349 dwelling units must provide the following to the satisfaction of the city:

(1) Safe, convenient, and direct pedestrian and bicycle access from the internal circulation system to adjacent collector and/or arterial roadways.

(2) If determined necessary by the city, bus stop improvements must be provided. The city will consult with the local bus service providers in determining appropriate improvements.

(E) *Residential development projects: 350+ units*. Residential development of 350 dwelling units or more must comply with subsection (D) above and must comply with the following to the satisfaction of the city:

Development design must, to the greatest extent possible and as appropriate based on adjacent land use and markets, incorporate services such as dry cleaners, eating establishments, child care facilities, grocery markets, neighborhood work centers and other facilities which will reduce home-based vehicle trips and vehicle miles traveled. Such services must, to the greatest extent feasible, interconnect to circulation systems.

(F) *Maintenance of facilities*. All facilities and improvements construction or otherwise required must be maintained in a state of good repair.

(Ord. 1104, passed 7-19-04)

§ 16.52.040 REVIEW OF TRANSIT IMPACTS.

(A) Prior to approval of any development project for which an environmental impact report (EIR) will be prepared pursuant to the requirements of the California Environmental Quality Act (CEQA) or based on a local determination, regional and municipal fixed-route transit operators providing service to the project must be identified and consulted to provide input. Pursuant to the provision of CEQA, transit operators will be sent a Notice of Preparation (NOP) for all contemplated EIRs and will, as part of the NOP process, be given opportunity to comment on the impacts of the project, to identify recommended transit service or capital improvements which may be required as a result of the project, and to recommend mitigation measures which minimize automobile trips on the CMP network. Impacts and recommended mitigation measures identified by the transit operator will be evaluated in the draft EIR prepared for the project. Related mitigation measures adopted will be monitored through the mitigation monitoring requirements of CEQA.

(B) Phased development projects, development projects subject to a development agreement, or development projects requiring subsequent approvals need not repeat this process as long as no significant changes are made to the project. It will remain the discretion of the lead agency to determine when a project is substantially the same and therefore covered by a previously certified EIR.

(Ord. 1104, passed 7-19-04)

§ 16.52.050 MONITORING AND ENFORCEMENT.

(A) Compliance with the standards required in this chapter will be ensured by the following two methods:

(1) Prior to the issuance of the certificate of occupancy for projects which are newly constructed or expanded, city staff will inspect the property to ensure that all amenities, facilities and measures required in this chapter and all conditions of approval have been fulfilled; and

(2) Prior to the issuance of a business license, staff will inspect all projects for which amenities, facilities, and measures or conditions of approval were provided in order to comply with this chapter, to ensure ongoing compliance with the standards or conditions of this chapter. For example, if preferential parking spaces and bicycle lockers were installed on a project in order to meet the requirements of this chapter, all subsequent property owners must maintain the same amenities, facilities, or measures.

(B) Failure to comply with this chapter will be enforced according to applicable provisions of this Title 16.

(Ord. 1104, passed 7-19-04)

§ 16.52.060 DEFINITIONS.

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

ALTERNATIVE TRANSPORTATION. The use or modes of transportation other than the single-passenger motor vehicle, including but not limited to carpools, vanpools, buspools, public transit, walking and bicycling.

APPLICABLE DEVELOPMENT. Any development project that is determined to meet or exceed the project size threshold criteria contained in 16.52.030.

BUSPOOL. A vehicle with at least 16 seating positions used and maintained primarily for carrying commuters to and from work.

CARPOOL. A vehicle occupied by two or more persons aged 16 years or older commuting to or from work and/or school.

DEVELOPER. The builder who is responsible for the planning, design and construction of an applicable development project. A developer may be responsible for implementing the provisions of this chapter as determined by the property owner if defined by a legal agreement.

DEVELOPMENT. The construction or addition of new building square footage. Additions to buildings which existed prior to the adoption of the ordinance codified in this chapter and which exceed the thresholds defined in 16.27.030 will comply with the applicable requirements but will not be added cumulatively with existing square footage; existing square footage will be exempt from these requirements. All calculations will be based on gross square footage.

EMPLOYEE PARKING AREA. The portion of the total required parking at a development used by on-site employees. For information purposes, based upon information developed by the Institute of Transportation Engineers (ITE), broad employee parking needs could be calculated as follows:

Type of Use	% of Required Parking Devoted to Employees
Commercial	30%
Office/Professional	85%
Industrial/Manufacturing	95%

NEIGHBORHOOD WORK CENTER. A location in a community where facilities are provided either by public or private means for shared employee work activities.

PREFERENTIAL PARKING. Parking spaces designated or assigned, through use of a sign or painted space markings, for carpool and vanpool vehicles carrying commute passengers on a regular basis that are provided in a location more convenient to a place of employment than parking spaces provided for single-occupant vehicles.

TRANSPORTATION DEMAND MANAGEMENT (TDM). The alteration of travel behavior, usually on the part of commuters, through programs of incentives, services and policies. TDM addresses alternatives to single-occupant vehicles such as carpooling and vanpooling, and changes in work schedules that move trips out of the peak period or eliminate then altogether (as is the case in telecommuting or compressed work weeks).

TRIP. At a minimum, the starting of an engine and the travel from an origin to a destination. If the trip is nonstop, it also means the round trip to and from an origin.

TRIP REDUCTION. Reduction in the number of work-related trips made by single-occupant vehicles.

VANPOOL. A group of at least seven commuters traveling to work in a vehicle designed for carrying more than six but less than 16 persons, including the driver, which is maintained and used primarily for work related transportation of adults for the purpose of ride sharing.

(Ord. 1104, passed 7-19-04)

CHAPTER 16.53:NONCONFORMITIES

Section

16.53.010 Purpose and intent

16.53.020 Establishment of nonconforming status

16.53.030 Nonconforming uses - continued use after damage or destruction

16.53.040 Nonconforming use - voluntary demolition of structure

16.53.050 Nonconforming use - lack of conditional use permit

16.53.060 Nonconforming use - allowed only by conditional use permit

16.53.070 Continuation and maintenance

16.53.080 Nonconforming status tied to property

16.53.090 Abatement

16.53.100 Nonconforming uses - allowable changes

16.53.110 Abandonment

16.53.120 Nonconforming structures - generally

16.53.130 Nonconforming structures - reconstruction of multi-family residential structures

16.53.140 Nonconforming structures - reconstruction of single-family dwellings and non-residential structures

16.53.150 Nonconforming fences and walls

16.53.160 Historic properties

16.53.170 Nonconforming lot

16.53.180 Nonconformity abatement - notice

16.53.190 Public hearing

16.53.200 Findings and decisions

16.53.210 Appeals
16.53.220 Extension of time
16.53.230 City removal

§ 16.53.010 PURPOSE AND INTENT.

This chapter establishes regulations for legal nonconforming land uses, structures, and parcels. These are land uses, structures, and parcels within the city that were lawfully established, constructed, or subdivided before the adoption or amendment of this Code, but which would be prohibited, regulated, or restricted differently under the current terms of this Code or its amendments. This chapter is intended to encourage the city's continuing improvement by limiting the extent to which nonconforming structures and uses may continue to be used, expanded, or replaced, while improving the health, safety, and welfare of all residents without creating an economic hardship for individual property or business owners.

(Ord. 1104, passed 7-10-04; Am. Ord. 1181, passed 11-19-07)

§ 16.53.020 ESTABLISHMENT OF NONCONFORMING STATUS.

(A) *Applicability*. Nonconforming uses, structures and lots within the city may continue to be used, and may be maintained, altered, expanded, reconstructed, or replaced only as allowed by this chapter.

(B) This chapter does not apply to any nonconforming structures owned in whole or part by the city. Nothing in this chapter is intended to, nor can it, require the city to remove a publicly owned nonconforming structure or use.

(C) *Effective date*. Whenever a use, structure, or lot becomes nonconforming as a result of amending this Code, the time period for eliminating the use established by this Code is computed from the effective date of the amendment.

(D) *Legal nonconforming use*. An existing use, structure, or lot is deemed to be "legal nonconforming" if, prior to its establishment, such use, structure, or lot was established or created in full conformance with applicable regulations in effect at the time of such establishment or creation.

(Ord. 1104, passed 7-19-04; Am. Ord. 1181, passed 11-19-07)

§ 16.53.030 NONCONFORMING USES – CONTINUED USE AFTER DAMAGE OR DESTRUCTION.

(A) Unless otherwise provided by applicable law, a nonconforming residential use occupying a structure that is damaged or destroyed by fire, earthquake, or other calamity beyond the property owner's control may be re-established.

(B) Unless otherwise provided by applicable law, a nonconforming non-residential use occupying a structure that is damaged or destroyed by fire, earthquake, or other calamity beyond the property owner's control may be re-established with a conditional use permit.

(Ord. 1181, passed 11-19-07)

§ 16.53.040 NONCONFORMING USE – VOLUNTARY DEMOLITION OF STRUCTURE.

A nonconforming use which occupies a structure that is voluntarily demolished or demolished because of a maintenance failure or other neglect can be replaced only with a use that complies with all applicable provisions of this Code.

(Ord. 1181, passed 11-19-07)

§ 16.53.050 NONCONFORMING USE – LACK OF CONDITIONAL USE PERMIT.

A use that is nonconforming because it lacks a conditional use permit may continue only to the extent that it previously existed (e.g., floor or site area occupied by the use, hours of operation). Any change to such use requires a conditional use permit.

(Ord. 1181, passed 11-19-07)

§ 16.53.060 NONCONFORMING USE – ALLOWED ONLY BY CONDITIONAL USE PERMIT.

A nonconforming use previously allowed by a conditional use permit but is no longer permitted by the Code within the applicable zoning district can continue in operation, but only in compliance with all provisions of the original conditional use permit.

(Ord. 1181, passed 11-19-07)

§ 16.53.070 CONTINUATION AND MAINTENANCE.

A nonconforming non-residential use, structure, or lot may continue to be used until such time it is required to be abated provided no alterations, expansions, or modifications of area or use are made, except as otherwise permitted by this chapter.

(Ord. 1181, passed 11-19-07)

§ 16.53.080 NONCONFORMING STATUS TIED TO PROPERTY.

Restrictions and conditions affecting nonconforming uses, structures, and lots apply to that use, building, and structures, and are not affected by ownership changes.

(Ord. 1181, passed 11-19-07)

§ 16.53.090 ABATEMENT.

Non-residential nonconforming uses must be abated or brought into conformance with this Code in accordance with the following amortization schedule:

TABLE 53-1 Abatement of Nonconforming Nonresidential Uses

Zone or Use	***Abatement Schedule***
1. In any zone, a nonconforming non-residential use not occupying a structure.	1 year
2. In any zone, a nonconforming non-residential use located in a structure with less than 100 square feet of gross floor area.	3 years
3. Any zone – Use not permitted	5 years

(Ord. 1181, passed 11-19-07)

§ 16.53.100 NONCONFORMING USES – ALLOWABLE CHANGES.

(A) *Enlargement or expansion*. A nonconforming use cannot be enlarged or increased to occupy a greater floor area or portion of the site than it lawfully occupied before becoming a nonconforming use. Alterations which do not increase or enlarge a nonconforming use may be approved.

(B) *Extended hours*. The hours of business for a nonconforming use may be expanded to operate under extended business hours with a conditional use permit.

(C) No nonconforming use can be changed to a less restrictive nonconforming use.

(Ord. 1181, passed 11-19-07)

§ 16.53.110 ABANDONMENT.

A nonconforming use that is voluntarily discontinued or ceased operations for a continuous period of 12 months or more cannot be re-established on the site. Any further use of an existing structure or site must be used in conformity with all applicable provisions of this Code.

(Ord. 1181, passed 11-19-07)

§ 16.53.120 NONCONFORMING STRUCTURES – GENERALLY.

(A) *Expansions*. A nonconforming structure cannot be expanded, except as required by law, unless such expansion results in elimination of the nonconformity.

(B) *Maintenance, repair, and alterations*. A nonconforming structure may be regularly maintained and repaired. Alterations without expansion are permitted if they improve the appearance or stability of the structure.

(C) A building or structure which does not conform to the yard regulations applicable to the zone in which such building or structure is located may be structurally altered only when:

(1) The alteration causes the building or structure to conform to the applicable yard regulations;

(2) The alteration or enlargement does not project into any required yard; or

(3) The alteration or enlargement is an extension of that portion of the existing building or structure that encroaches into a required yard; provided, however, the alteration or enlargement cannot extend into the required yard farther than the existing portion and cannot have an area greater than 50% of the area of the existing portion within the required yard (see Figure 110-1). This allowance may only be utilized once on a property; future alterations or enlargements after the initial 50% allowance has been used on a property may not encroach into the required yard.

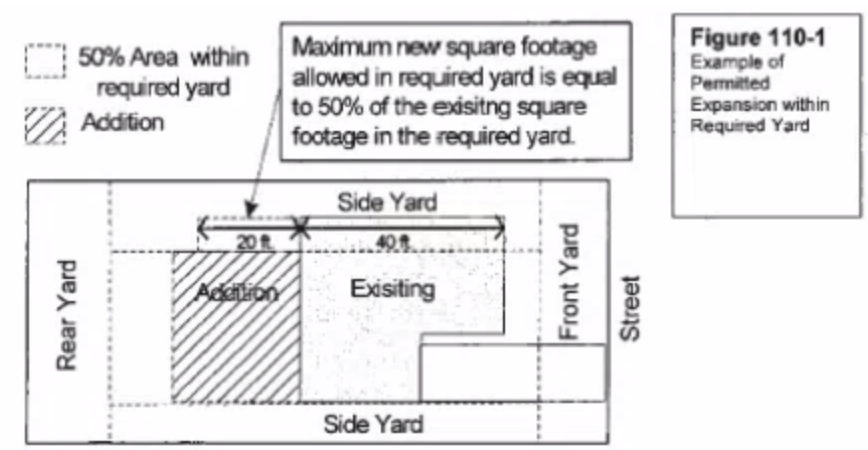


Figure 110-1
Example of Permitted Expansion within Required Yard

(Ord. 1181, passed 11-19-07)

§ 16.53.130 NONCONFORMING STRUCTURES – RECONSTRUCTION OF MULTI-FAMILY RESIDENTIAL STRUCTURES.

Except as otherwise provided by applicable law, a residential nonconforming structure containing two or more dwelling units that is damaged or destroyed by fire, earthquake, or other calamity beyond the property owner's control may be reconstructed in compliance with this Code as follows.

(A) The replacement structure contains at most the same number of dwelling units and floor area as the damaged structure;

(B) The replacement structure complies with all other applicable provisions of this Code to the maximum extent feasible;

(C) Reconstruction or rebuilding of the structure will not be detrimental or injurious to the health, safety, or general welfare of the persons residing or working in the neighborhood, or will not be detrimental or injurious to the property and improvements in the neighborhood;

(D) A complete application for reconstruction is submitted within 12 months of the date of damage, and reconstruction is commenced within 180 days of land use permit approval; and

(E) Reconstruction, restoration, or rebuilding of a multi-family dwelling or duplex may be prohibited if the Planning Commission finds that the reconstruction, restoration, or rebuilding will be detrimental or injurious to the health, safety, or general welfare of persons residing or working in the neighborhood, or will be detrimental or injurious to property and improvements in the neighborhood.

(Ord. 1181, passed 11-19-07)

§ 16.53.140 NONCONFORMING STRUCTURES – RECONSTRUCTION OF SINGLE-FAMILY DWELLINGS AND NONRESIDENTIAL STRUCTURES.

Except as otherwise provided by applicable law, a damaged single-family dwelling or non-residential structure that is damaged or destroyed by fire, earthquake, or other calamity beyond the property owner's control may be reconstructed in compliance with this Code as follows.

(A) *Less than 50% destruction*. A structure with 50% or more of the total length of its original exterior walls remaining in place after the damaging event, requiring no replacement, may be reconstructed provided that:

(1) The reconstructed structure occupies the same footprint or decreases the nonconformity of the structure, and is of no greater height than the original structure; and,

(2) A complete application demonstrating compliance with Title 15 for reconstruction is submitted within 12 months of the date of damage, and reconstruction is commenced within 180 days of land use permit approval.

(B) *More than 50% destruction*. A structure that is damaged so that more than 50% of the total length of its exterior walls must be replaced, may also be reconstructed, provided that:

(1) The reconstructed structure occupies the same footprint or decreases the nonconformity of the structure, complies with the city's design standards to the extent feasible, and is of no greater height than the original structure;

(2) A complete application for reconstruction demonstrating compliance with Title 15 is submitted within 12 months of the date of damage, and reconstruction is commenced within one year from land use permit approval; and;

(3) The reconstructed structure must provide at least as much parking as previously existed and as much as determined by the Director to be feasible.

(C) *Replacement after destruction of nonconforming residential structures*. A nonconforming residential structure that is completely destroyed by fire, earthquake, or other calamity beyond the property owner's control may be replaced provided that:

(1) The replacement structure occupies the same footprint or decreases the nonconformity of the structure, complies with the city's design standards to the extent feasible, and is of no greater height than the original structure; and

(2) A complete application for reconstruction demonstrating compliance with Title 15 is submitted within 12 months of the date of damage, and reconstruction is commenced within one year from land use permit approval.

(D) *Replacement after destruction of nonconforming non-residential uses*. A nonconforming non-residential structure that is completely destroyed by fire, earthquake, or other calamity beyond the property owner's control can be replaced only with a structure that complies with all applicable provisions of this Code.

(Ord. 1181, passed 11-19-07)

§ 16.53.150 NONCONFORMING FENCES AND WALLS.

Nonconforming fences and walls cannot be enlarged or altered unless they are altered to conform with this Code.

(Ord. 1181, passed 11-19-07)

§ 16.53.160 HISTORIC PROPERTIES.

Based upon substantial evidence, the Planning Commission can find that a national-, state-, or local-designated historic use or structure is nonconforming and exempt from this chapter.

(Ord. 1181, passed 11-19-07)

§ 16.53.170 NONCONFORMING LOT.

(A) *Allowed use of a nonconforming parcel*. A parcel that does not comply with the applicable requirements of this Code for minimum lot area, dimensions, or access, is considered to be a legal building site for the purposes of development or the establishment of a new land use only if:

(1) The parcel was previously a legal lot of record; or

(2) The parcel has a Certificate of Compliance.

(B) *Development and use standards*. Any proposed development or use of a nonconforming parcel must comply with all applicable requirements of this Code.

(C) *Further division prohibited*. A nonconforming parcel cannot be further subdivided, and its boundaries may be changed through lot line adjustment only if the extent of the nonconformity remains unchanged or is reduced.

(Ord. 1181, passed 11-19-07)

§ 16.53.180 NONCONFORMITY ABATEMENT – NOTICE.

(A) Upon determination by the Director that a use on a given parcel of land is a nonconforming use and the permitted abatement period has lapsed, the Director must send a notice to the owner of the parcel, as shown on the last equalized assessment roll, identifying the requirement for abatement. Such notice must be sent by a method certifying delivery of the notice.

(B) The notice required by this section must state the following:

(1) The property in question contains a nonconforming use;

(2) The date the use became nonconforming; and

(3) The date of required abatement established in this Code.

(Ord. 1181, passed 11-19-07)

§ 16.53.190 PUBLIC HEARING.

(A) Within 30 days after the city issues a notice, the owner of the subject property may request a public hearing before the Planning Commission to consider the matter.

(B) The Planning Commission must receive written and oral testimony at such hearing with regard to abatement of the nonconformity.

(C) At the close of the public hearing, the Planning Commission must find and determine whether the nonconformity should be abated or whether a time extension should be granted. The Commission must base its decision as to the length of the permitted abatement period on evidence including, without limitation, the depreciation schedule attached to the owner's latest federal income tax return.

(D) The Planning Commission must also find and determine whether the nonconformity can economically be used in its present condition or if the nonconformity can be successfully modified for a purpose permitted by the zone in which it is located.

(Ord. 1181, passed 11-19-07)

§ 16.53.200 FINDINGS AND DECISIONS.

(A) The decision of the Planning Commission and the findings in support of the decision must be in the form of a written order and be served to the property owner personally or by a method certifying delivery within ten calendar days after the decision is rendered.

(B) Findings must be made as to whether or not the balancing of the public interest and the request by the owner for continuance complies with the intent of this Title 16.

(Ord. 1181, passed 11-19-07)

§ 16.53.210 APPEALS.

The decision of the Planning Commission may be appealed to the City Council in accordance with this Code.

(Ord. 1181, passed 11-19-07)

§ 16.53.220 EXTENSION OF TIME.

(A) In establishing the time periods for the termination of nonconforming uses, the city recognizes that there may be some uses which entail a substantial investment in time and money and which require a greater period of time for abatement of the investment than that set forth in the timetable. Any party may file a petition to the Planning Commission for an extension of time for the termination of a nonconforming use. The Planning Commission may direct the Director to conduct a study of the specific use and prepare a report recommending the appropriate time for termination of the use.

(B) The Planning Commission, or the City Council on appeal, at its discretion, may grant an extension of time for the abatement of nonconformity where it finds that an unreasonable hardship would otherwise be imposed on the property owner.

(Ord. 1181, passed 11-19-07)

§ 16.53.230 CITY REMOVAL.

If removal of a nonconforming use is not performed within the termination period determined by the Planning Commission in accordance with this chapter, the city can remove the nonconforming use. Any cost of removal can be charged to the property owner or recorded as a lien on the subject property, in accordance with this Code.

(Ord. 1181, passed 11-19-07)

TITLE XVI: DEVELOPMENT CODE

CHAPTER 16.26: ~~CHAPTER 16.52:~~ SWIMMING POOLS

Section

~~16.52.010~~ 16.26.010	Purpose and intent
~~16.52.020~~ 16.26.020	Permitted location
~~16.52.030~~ 16.26.030	Fences, walls and gates
~~16.52.040~~ 16.26.040	Decks
~~16.52.050~~ 16.26.050	Other applicable regulations

§ 16.26.010 ~~§ 16.52.010~~ PURPOSE AND INTENT.

(A) ~~(A)~~ The purpose of this chapter is to provide minimum standards to protect neighborhood aesthetics and to guard against impacts to adjoining properties.

(B) ~~(B)~~ Any property owner wishing to construct a swimming pool must submit plans for the swimming pool to the Planning Department, and must have received written approval of such plans prior to obtaining building permits, in accordance with the provisions of this chapter.

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

§ 16.26.020 ~~§ 16.52.020~~ PERMITTED LOCATION.

No swimming pool, hot tub, spa, or similar body of water, or pool equipment, may be located within three feet of any property line, or within any front or side yard setbacks.

(Modified)

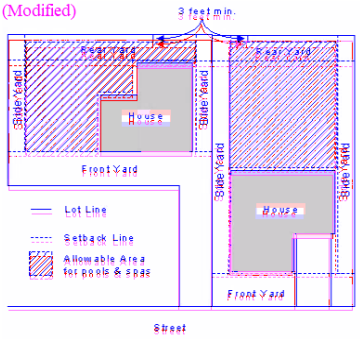


Figure 52-1

Allowable Area for Pools & Spas

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

§ 16.26.030 ~~§ 16.52.030~~ FENCES, WALLS AND GATES.

All fences, walls and gates required by the Building Code must also meet the requirements of Chapter ~~16.44~~ 16.22(Fences, Walls & Hedges).

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

§ 16.26.040 ~~§ 16.52.040~~ **DECKS.**

(A) ~~(A)~~ Above ground decks must comply with all setback requirements of the applicable zone.

(B) ~~(B)~~ Ground level decks may be constructed to the property line, provided adequate drainage features are available to prevent overflow or splash water from the pool from draining onto the adjacent property.

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

§ 16.26.050 ~~§ 16.52.050~~ **OTHER APPLICABLE REGULATIONS.**

In addition to the requirements contained in this chapter, any applicable requirements in the following chapter(s) apply:

Chapter 154: Swimming Pools

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

CHAPTER 16.27: ~~CHAPTER 16.56:~~ AMUSEMENT ARCADES

Section

~~16.56.010~~ 16.27.010 Development standards and use conditions

~~16.56.020~~ 16.27.020 Existing businesses

§ 16.27.010 ~~§ 16.56.010~~ **DEVELOPMENT STANDARDS AND USE CONDITIONS.**

All amusement centers or arcades will be subject to the following restrictions and requirements:

(A) ~~(A)~~ No arcade will be permitted within 200 feet of any school, church, hospital, convalescent hospital, retirement home, residence, or public playground. The 200-foot distance will be measured from the front entrance of the arcade building to the nearest property line of the use listed in this division.

(B) ~~(B)~~ All windows must be kept clear of any item or tint that obscures full view from the exterior to inside the business.

(C) ~~(C)~~ All arcades must obtain a Conditional Use Permit. In deliberating the granting of a Conditional Use Permit, the following factors will be considered:

(1) ~~(1)~~ Possible requirements for parking of vehicles, bikes and mopeds;

(2) ~~(2)~~ Possible requirements for restroom facilities;

(3) ~~(3)~~ Possible restrictions on food and alcohol consumption on the premises;

(4) ~~(4)~~ Possible restriction of operating hours and use of the premises by school children during school hours;

(5) ~~(5)~~ Possible requirements for adult supervision and/or security;

(6) ~~(6)~~ Possible requirements for outdoor lighting and trash receptacles;

(7) ~~(7)~~ Possible limitation on the number of machines allowed per square footage of public floor space;

(8) ~~(8)~~ Possible requirement for change machine or insurance of availability of change;

(9) ~~(9)~~ Possible requirement for indoor lighting and noise-attenuation devices;

(10) ~~(10)~~ Possible requirement for a camera/video surveillance system;

(11) ~~(11)~~ Possible requirement for "~~"~~no loitering~~"~~" signs;

(12) ~~(12)~~ Any other factors which could cause a detrimental atmosphere to the community so as to limit disturbances to the residents of the city; and

(13) ~~(13)~~ The proximity of the arcade to any residential uses.

(D) ~~(D)~~ The Planning Commission will have the authority to deny a Conditional Use Permit for an amusement arcade if the Commission determines that the arcade cannot be operated in a given location in a manner that will not generate problems or incompatibilities with neighboring uses.

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

§ 16.27.020 ~~§ 16.56.020~~ EXISTING BUSINESSES.

Any person, upon the effective date of this section, operating an arcade and holding a valid business license for such operation, is exempt from the provisions of this section; provided, however, that no expansion of the use will be permitted without the facility complying with the provisions of this section. Expansion will include any increase in the number of machines or in floor area after the effective date of this chapter.

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

CHAPTER 16.28: ~~CHAPTER 16.58:~~ ALCOHOLIC BEVERAGE SALES

Section

~~16.58.010~~ 16.28.010 Development standards and use conditions

~~16.58.020~~ 16.28.020 Existing businesses

~~16.58.030~~ 16.28.030 Temporary sales of alcoholic beverages

§ 16.28.010 ~~§ 16.58.010~~ DEVELOPMENT STANDARDS AND USE CONDITIONS.

Any use providing alcohol beverage sales for either on-site or off-site consumption is subject to the following standards and conditions on use:

(A) ~~(A)~~ All new sales of alcohol, with the exception of temporary sales as specified in ~~§ 16.58.030~~16.28.030 of this chapter, must obtain a Conditional Use Permit.

(B) ~~(B)~~ A new alcohol sales use may only be established in a location such that the proposed use will not contribute to undue concentration of such uses in an area where additional such uses would be undesirable, with consideration to be given to the ~~area's~~area's function and character, problems of crime and loitering, traffic problems and capacity.

(C) ~~(C)~~ Except for temporary sales of alcohol citywide and except for alcohol sales for on-site consumption within the Central Business District, sale of alcoholic beverages within 300 feet of a public or private school is prohibited on weekdays between the hours or 7:00 a.m. and 6:00 p.m.

(D) ~~(D)~~ The proposed use must not adversely affect adjacent or nearby properties.

(E) ~~(E)~~ Adequate litter receptacles must be provided.

(F) ~~(F)~~ Where the proposed use is near residential uses, it must be limited in hours of operation, or designed and operated, so as to avoid disruption of residents' sleep between the hours of 10:00 p.m. and 7:00 a.m.

(G) ~~(G)~~ No signs advertising any kind of alcoholic product which will be easily visible from the exterior of the business will be permitted. This prohibition does not apply to business signage representing a registered company name.

(H) ~~(H)~~ Windows must be kept free of signs and other obstructions to allow visual inspection from the outside.

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

Deleted: of the City Council.

(J) ~~(J)~~ No provision in this section is intended to conflict with the authority of the State of California Bureau of Alcoholic Beverage Control (ABC) to issue alcohol sales licenses. Before commencing the proposed use, applicants seeking a Conditional Use Permit for new alcohol sales are required to obtain the appropriate license from ABC in accordance with state law.

(Ord. 1100, passed 7-6-04; Am. Ord. 1194, passed 7-7-08; Am. Ord. 1316, passed 5-18-22; Am. Ord. 1320, passed ~~1-18-23~~1-1823)

§ 16.28.020 ~~§ 16.58.020~~ EXISTING BUSINESSES.

(A) ~~(A)~~ Any establishment that has continuously held an active alcohol sales license from the State of California Bureau of Alcoholic Beverage Control (ABC) to sell alcoholic beverages as of a date before July 6, 2004 (the date when the ~~city's~~city's requirement for a Conditional Use Permit went into effect), is exempt from the provisions of this chapter; provided, however, that no expansion of the use will be permitted without the facility complying with the provisions of this chapter, including the securing of a Conditional Use Permit. Expansion includes any increase in square footage of a business, or request for increase in license privileges on or after July 6, 2004.

(B) ~~(B)~~ Notwithstanding the exemption from this chapter under division (A), all sales of alcohol legally established prior to July 6, 2004 (the date when the ~~city's~~city's requirement for a Conditional Use Permit went into effect) will expire in the event that the licensee or owner closes the establishment for more than 30 days, except in the case of a remodeling, fire, natural disaster, or other physical calamity beyond the control of the owner. In such cases, the use will expire within one year.

(Ord. 1100, passed 7-6-04; Am. Ord. 1316, passed 5-18-22)

§ 16.28.030 ~~§ 16.58.030~~ TEMPORARY SALES OF ALCOHOLIC BEVERAGES.

(A) ~~(A)~~ Notwithstanding the provisions of Chapter ~~16.15~~16.09 (Commercial Zones), sales of alcoholic beverages may take place for a maximum of one day without the necessity of obtaining a conditional use permit. Such one-day events are prohibited within 1,000 feet of community street fairs, carnivals, festivals and parades which have been approved by the City Council. However, this prohibition does not preclude the sale of alcohol at these community events if approved by the City Council.

(B) ~~(B)~~ Temporary sales lasting not more than three days, or any portion thereof over one, must be approved in advance by the City Council. The Council may establish conditions regarding such sales to assure compliance with city codes and the health, safety and welfare of the public. The City Council may deny such requests if it finds that the prior history of the organization or individual requesting the sale warrants such a denial or if the potential impacts of traffic congestion, loitering, crime, public drunkenness or other problems appear to be of a magnitude that cannot be overcome through the

imposition of conditions. Such events are prohibited within 1,000 feet of community street fairs, carnivals, festivals and parades that have been approved by the City Council. However, this prohibition will not preclude the sale of alcohol at the site of these community events if approved by the City Council.

(Ord. 1100, passed 7-6-04; Am. Ord. 1316, passed 5-18-22)

CHAPTER 16.29:~~CHAPTER 16.60:~~ CHILD DAY CARE FACILITIES

Section

~~16.60.010~~ 16.29.010	Development standards and use conditions
~~16.60.020~~ 16.29.020	Child day care centers
~~16.60.030~~ 16.29.030	Small family day care homes
~~16.60.040~~ 16.29.040	Large family day care homes

§ 16.29.010 ~~§ 16.60.010~~ DEVELOPMENT STANDARDS AND USE CONDITIONS.

(A) ~~(A)~~ All child day care facilities must comply with all applicable state licensing laws at all times.

(B) ~~(B)~~ Required parking spaces must be provided for all child day care facilities in accordance with Chapter ~~16.46~~16.23 (Off-street Parking and Loading) of this Title 16.

(C) ~~(C)~~ Outdoor play areas must be provided consistent with state requirements, based on maximum capacity. Outdoor play areas must not be located within required front yards or street facing side yards of residential properties, or within 20 feet of the ultimate public right-of-way for commercial or industrial properties.

(D) ~~(D)~~ All child day care facilities must comply with noise standards for the underlying zone, as outlined in Chapter 93 of the Santa Paula Municipal Code and the Noise Element of the City of Santa Paula General Plan.

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

§ 16.29.020 ~~§ 16.60.020~~ CHILD DAY CARE CENTERS.

Child day care centers as defined in Cal. Health & Safety Code ~~§~~ 1596.76 are permitted in the C-G General Commercial zones, subject to design review as outlined in Chapter ~~16.226~~16.67 of this Title 16, and conditionally in all residential, commercial and light industrial zones, pursuant to Chapter ~~16.218~~16.63 (Conditional Use Permits).

(A) ~~(A)~~ *Operating standards*. The following operating standards apply for day care centers.

(1) ~~(1)~~ The hours of operation for any child day care center must be compatible with the permitted uses in the surrounding area.

(2) ~~(2)~~ Outdoor activities may only be conducted between the hours of 8:00 a.m. and 6:00 p.m. in residential zones and 6:00 a.m. and 7:00 p.m. in all other zones.

(3) ~~(3)~~ No outdoor play area may be located within ten feet of a residentially zoned property.

(4) ~~(4)~~ Where a child day care center 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.

(5) ~~(5)~~ In addition to the parking requirements outlined in Chapter ~~16.46~~16.23 (Off-street Parking), three parking spaces must be provided for the loading and unloading of children. Where on-street parking is available along the street frontage of the day care center, only two of these spaces are required on site.

(6) ~~(6)~~ Loading and unloading areas must be located so that children do not cross traffic to reach the facility. The loading and unloading areas must be designed to minimize interference with traffic and promote safety of the children.

(7) ~~(7)~~ The provider must secure the appropriate child day care license, as required by the State of California Department of Social Services. Proof of such license must be submitted to the ~~Planning~~ Director prior to a certificate of occupancy being issued to the day care center.

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

§ 16.29.030 ~~§ 16.60.030~~ SMALL FAMILY DAY CARE HOMES.

Small family day care homes as defined in Cal. Health & Safety Code ~~§~~ 1597.44 are permitted by right in all residential zones in the city, pursuant to Cal. Health & Safety Code ~~§~~ 1597.45. The provider must secure a small family day care home license from the State of California Department of Social Services. In accordance with Cal. Health & Safety Code ~~§~~ 1597.45, small family daycares homes are not required to obtain a City of Santa Paula business license or home occupation permit.

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

§ 16.29.040 ~~§ 16.60.040~~ LARGE FAMILY DAY CARE HOMES.

The purpose of this section is to set forth the standards, restrictions, and requirements for the operation of large family day care homes, as defined in Cal. Health & Safety Code ~~§~~ 1597.465, on properties zoned for single-family dwellings. Large family day care homes are permitted as an accessory use for a dwelling located in a residential zone, subject to design review as outlined in Chapter ~~16.226~~16.67 of this Title 16, and pursuant to the Cal. Health & Safety Code ~~§~~ 1597.46(a)(2).

(A) ~~(A)~~ *Operating standards*. The following operating standards apply for large family day care homes.

(1) ~~(1)~~ *Parking*.

(a) ~~(a)~~ One parking space for each employee not residing in the Large Family Day Care Home dwelling, plus the two parking spaces required for the occupants of the single family residence as required in Chapter ~~16.46~~16.23 (Off-Street Parking).

(b) ~~(b)~~ Three parking spaces for the loading and unloading of children. Where on-street parking is available along the street frontage of the Large Family Day Care Home site, only one of these spaces is required on site.

(c) ~~(c)~~ Not more than three of the parking spaces required herein, located side by side, will be permitted within the required front yard setback area, provided that such parking space does not block a public sidewalk or right-of-way.

(d) ~~(d)~~ Up to two of the required on-site parking spaces may be located in tandem behind the required parking spaces for the occupants of the dwelling or for employees. However, in no instance will such tandem parking result in more than one parking space behind each required occupant or employee parking space.

(2) ~~(2)~~ *Traffic control*.

(a) ~~(a)~~ Residences located on major arterial streets must provide a child drop-off/pick-up area designed to prevent vehicles from backing onto the major arterial roadway.

(b) ~~(b)~~ The width of the street fronting the Large Family Day Care may not be less than the State of California standard minimum street width, which is 40 feet.

(3) ~~(3)~~ *Noise*. Noise from outdoor play areas must be kept to a level consistent with residential neighborhoods. To reduce possible noise impacts, outdoor play/activity areas must only be used between the hours of 8:00 a.m. to 6:00 p.m. The operation of the facility must comply with residential noise standards contained in ~~§ 16.42.070~~16.19.070 (Performance Standards, Noise) and the Noise Element of the City of Santa Paula general plan.

(4) ~~(4)~~ *Separation*. As a means to maintain the integrity of residential neighborhoods, new large family day care homes must not be located within 300 feet of an existing state licensed Large Family Day Care Home or within 300 feet of any other child day care center licensed to care for 13 or more children.

(5) ~~(5)~~ *Residential use*. In accordance with Cal. Health & Safety Code ~~§~~ 1597.43(a), the Large Family Day Care Home must not fundamentally alter the nature of the underlying residential use. Accordingly, the following standards apply to large family day care homes:

(a) ~~(a)~~ The residence must be in compliance with the development standards for the zone, including, but not limited to, minimum lot size, lot coverage, parking, fencing, and screening of trash receptacles.

(b) ~~(b)~~ The proposed use must comply with all State Fire Marshal requirements for building and safety that apply to large family daycare homes, and with all local building and fire codes which apply to single-family residences.

(c) ~~(c)~~ The day care home must be the principal residence of the provider, and its use as a daycare home must be clearly incidental and secondary to the use of the property for residential purposes.

(d) ~~(d)~~ The facility must be operated in a manner so as not to appear as a commercial operation, and the property must be maintained to preserve the general appearance and character of the residential neighborhood. Play equipment must not be located within the required front yard setback of the property so as to appear as a commercial child-care center.

(e) ~~(e)~~ No structural changes may be proposed that will alter the character of the building as a residence.

(f) ~~(f)~~ The facility will be operated in a manner that will not adversely affect adjoining residences nor be detrimental to the character of the residential neighborhood.

(g) ~~(g)~~ Signs for the day care home must comply with Chapter ~~16.48~~16.24 for signs in residential zones.

(h) ~~(h)~~ The provider must secure a large family day care home license, as required by the State of California Department of Social Services.

(B) ~~(B)~~ *Application procedures*. An application for Design Review must be filed with the Planning Department pursuant to Chapter ~~16.226~~16.67. Operation of a large family daycare is not subject to a home occupation permit; however, such facilities must secure a business license with the City of Santa Paula.

(C) ~~(C)~~ *Pre-existing Large Family Day Care Homes*.

(1) ~~(1)~~ Those Large Family Day Care Homes that exist on the effective date of this title, and on that date have a valid Large Family Day Care Home license issued by the State of

California, are considered legal non-conforming uses. Such ~~non-conforming~~nonconforming use may continue until the renewal date required for State of California licensing of the ~~provider's~~provider's large family day care home. If the provider does not apply for approval of his/her large family day care home pursuant to this chapter by the date required for state licensing renewal, then the legal non-conforming use will be deemed to terminate.

(2) ~~(2)~~ In those instances where an application has been filed in a timely manner, and the Director finds that numerous conditions must be applied to make the non-conforming large family day care home consistent with this chapter, the Director may extend the valid non-conforming use status up to five years. This extension by the Director would be granted only as a means to give the applicant adequate time to satisfy the operating standards provided in this section. If the operating standards are not satisfied within the extension period granted by the Director, the legal non-conforming use will terminate.

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

CHAPTER 16.30:~~CHAPTER 16.62:~~ ASSEMBLY HALLS

Section

~~16.62.010~~ 16.30.010 Definitions

~~16.62.020~~ 16.30.020 Compliance with permit requirements

~~16.62.030~~ 16.30.030 Parking requirements

~~16.62.040~~ 16.30.040 Compatibility with surrounding uses

§ 16.30.010 ~~§ 16.62.010~~ 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:

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; religious institutions; clubs; lodges; and similar kinds of facilities whether available for public or private use.

(Ord. 1106, passed 6-21-04)

§ 16.30.020 ~~§ 16.62.020~~ COMPLIANCE WITH PERMIT REQUIREMENTS.

Any ancillary uses affiliated with an assembly hall must be specifically identified and permitted by a validly issued conditional use permit pursuant to this chapter or be separately permitted in accordance with the requirements for that zone. For example, and without limitation, a day care center or private school associated with an assembly hall must be identified as an authorized use in the conditional use permit.

(Ord. 1106, passed 6-21-04)

§ 16.30.030 ~~§ 16.62.030~~ PARKING REQUIREMENTS.

(A) ~~(A)~~ Off-street parking must be provided in accordance with the requirements set forth in this title including, without limitation, landscaping requirements.

(B) ~~(B)~~ Where an assembly hall is established in a residential zone, the required front yard may not be used for parking vehicles.

(Ord. 1106, passed 6-21-04)

§ 16.30.040 ~~**§ 16.62.040**~~ **COMPATIBILITY WITH SURROUNDING USES.**

(A) ~~(A)~~ All buildings, structures, and landscaping must be developed and maintained in a manner compatible with development on surrounding properties.

(B) ~~(B)~~ For assembly halls located within or adjacent to a residential zone, the Planning Commission may condition hours of operation to ensure compatibility with adjacent residential uses.

(Ord. 1106, passed 6-21-04)

CHAPTER 16.31: ~~CHAPTER 16.64:~~ COMMUNITY CARE FACILITIES

Section

~~16.64.010~~ 16.31.010 Definitions

~~16.64.020~~ 16.31.020 CUP required

~~16.64.030~~ 16.31.030 Findings required

§ 16.31.010 ~~**§ 16.64.010**~~ **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 given a meaning by this section have the meaning set forth in this title and as set forth in Cal. Health & Safety Code ~~§~~ 1502.

COMMUNITY CARE FACILITY or ***GROUP HOME*** has the same meaning as set forth in Cal. Health & Safety Code ~~§~~ 1502 where six or more persons live together.

OVERCONCENTRATION means the presence of one or more community care facilities, or similar uses, located within 300 feet of a proposed community care facility site.

(Ord. 1107, passed 6-21-04)

§ 16.31.020 ~~**§ 16.64.020**~~ **CUP REQUIRED.**

Community care facilities require a conditional use permit issued pursuant to this title and may only be located in general commercial, residential, and mixed-use residential/commercial zones.

(Ord. 1107, passed 6-21-04)

§ 16.31.030 ~~**§ 16.64.030**~~ **FINDINGS REQUIRED.**

A conditional use permit may be issued if the Planning Commission, or, if applicable, the City Council finds as follows:

(A) ~~(A)~~ Permitting the use would not result in an overconcentration of community care facilities within the area where the facility is proposed to be operated;

(B) ~~(B)~~ The proposed community care facility would not be located within one mile of an elementary school if a person convicted of a sex offense against a minor pursuant to Cal. Health & Safety Code ~~§~~ 1564 would reside at the community care facility;

(C) ~~(C)~~ The proposed community care facility can be developed and maintained in a manner compatible with surrounding land uses;

(D) ~~(D)~~ Permitting the use would not otherwise be detrimental to public health, safety, or welfare, subject to the limitations of applicable law.

(Ord. 1107, passed 6-21-04)

CHAPTER 16.32: ~~CHAPTER 16.66:~~ DRIVE-THROUGH FACILITIES

Section

~~16.66.010~~ 16.32.010 Intent and purpose

~~16.66.020~~ 16.32.020 Development standards and conditions

§ 16.32.010 ~~§ 16.66.010~~ INTENT AND PURPOSE.

The purpose of this section is to ensure that drive-through facilities do not result in adverse impacts on adjacent properties and residents or on surrounding neighborhoods due to customer and employee parking demand, traffic generation, noise, light, litter, or cumulative impact of such demands in one area, consistent with the goals, objectives, and policies of the General Plan.

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

§ 16.32.020 ~~§ 16.66.020~~ DEVELOPMENT STANDARDS AND CONDITIONS.

Drive-through facilities may be permitted only with approval of a Conditional Use Permit. The use must comply with the property development standards of the underlying district, as well as the provisions of this section.

(A) ~~(A)~~ The minimum lot size of any drive-through facility must be 20,000 square feet.

(B) ~~(B)~~ The following standards apply:

(1) ~~(1)~~ Drive-through facilities must have two-way driveways.

(2) ~~(2)~~ Minimum queuing distances must be provided as illustrated in Figure 66-1.

(3) ~~(3)~~ A parking and vehicular circulation plan encompassing adjoining streets and alleys must be submitted for review and approval by the City Engineer Services prior to approval of a Conditional Use Permit.

(4) ~~(4)~~ A minimum of one outdoor trash receptacle must be provided on-site adjacent to each driveway exit. At least one

additional on-site outdoor trash receptacle must be provided for every ten required parking spaces.

(5) ~~(5)~~ Employees must collect on-site and off-site litter including food wrappers, containers, and packaging from restaurant products generated by customers within a radius of 300 feet of the property at least once per business day.

(6) ~~(6)~~ No noise-generating compressors or other such equipment must be placed on or near any property line adjoining any residential district or any property used for residential purposes.

(7) ~~(7)~~ Drive-up or drive-through speaker systems must not emit more than 50 decibels 4 feet between the vehicle and the speaker and must not be audible above the daytime ambient noise levels beyond the property boundaries. The system must be designed to compensate for ambient noise levels in the immediate area.

(8) ~~(8)~~ On any lot where a drive aisle or driveway is located such that vehicle headlights will shine onto an adjacent property zoned for residential

use, a screen wall must be provided to the satisfaction of the ~~Planning~~ Director.

(Ord. 1100, passed 7-6-04; Am. Ord. 1245, passed 9-4-12)

(Modified)

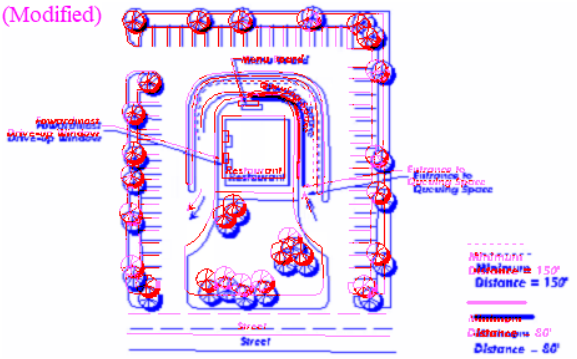


Figure 66-1

Drive-through Facilities

CHAPTER 16.33: ~~CHAPTER 16.68:~~ NEWSRACKS

Section

~~16.68.020~~ 16.33.020 Purpose

Division 1: General Provisions

~~16.68.030~~ 16.33.030 Definitions

~~16.68.040~~ 16.33.040 Administration

~~16.68.050~~ 16.33.050 Prohibitions

~~16.68.060~~ 16.33.060 Encroachment permits

~~16.68.070~~ 16.33.070 Notices

~~16.68.080~~ 16.33.080 Fees

Division 2: Permits

~~16.68.090~~ 16.33.090 Application form and content

~~16.68.100~~ 16.33.100 Change in application information

~~16.68.110~~ 16.33.110 Time for reviewing application

~~16.68.120~~ 16.33.120 Permit issuance

~~16.68.130~~ 16.33.130 Permit denial

~~16.68.140~~ 16.33.140 Notice of denial

~~16.68.150~~ 16.33.150 Expedited review

~~16.68.160~~ 16.33.160 Term; renewal

~~16.68.170~~ 16.33.170 Uniform newsracks

Division 3: Permit Conditions; Newsrack Regulations

~~16.68.180~~ 16.33.180 Permit conditions

~~16.68.190~~ 16.33.190 Installation requirements

~~16.68.200~~ 16.33.200 Prohibited areas

~~16.68.210~~ 16.33.210 Maintenance

~~16.68.220~~ 16.33.220 Harmful matter

Division 4: Appeal

~~16.68.230~~ 16.33.230 Right of administrative review

~~16.68.240~~ 16.33.240 Time for administrative review

~~16.68.250~~ 16.33.250 Commencement of administrative review

~~16.68.260~~ 16.33.260 Administrative review

~~16.68.270~~ 16.33.270 City Manager decision final

Division 5: Enforcement

~~16.68.280~~ 16.33.280 Minor violations

~~16.68.290~~ 16.33.290 Notice of hearing for newsrack removal

~~16.68.300~~ 16.33.300 Hearing procedure

~~16.68.310~~ 16.33.310 Compliance with removal order

~~16.68.320~~ 16.33.320 Recovering city expenses

~~16.68.330~~ 16.33.330 Emergency removal

~~16.68.340~~ 16.33.340 Abandonment; disposal

~~16.68.350~~ 16.33.350 Enforcement

~~16.68.360~~ 16.33.360 Liability for fines

Division 6: Preexisting Newsracks

~~16.68.370~~ 16.33.370 Existing newsracks

§ 16.33.020 ~~§ 16.68.020~~ PURPOSE.

This chapter is adopted in accordance with California Constitution Article XI, ~~§~~ 7, for the purpose of establishing uniform regulations for allowing newsracks to be placed within the public right-of-way. The ~~city's~~city's intent in adopting this chapter is to establish reasonable time, place, and manner restrictions on the commercial use of public right-of- ways in order to preserve public health, safety, and welfare.

(Ord. 1101, passed 6-21-04)

DIVISION 1: GENERAL PROVISIONS

§ 16.33.030 ~~§ 16.68.030~~ DEFINITIONS.

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

ADMINISTRATOR means the City Manager or designee.

BLINDER RACK means any opaque material placed in front of the harmful matter and within the publication vending machine which prevents exposure to public view.

DRIVEWAY means a surfaced area which is designed or used for vehicular access between a lot and a public street.

HARMFUL MATTER means matter which when taken as a whole, predominantly appeals to the prurient interests of the average person, applying contemporary statewide standards, meaning a shameful or morbid interest in nudity, sex, or excretion, and which is patently offensive to the prevailing standards in the adult community as a whole with respect to what is suitable material for minors, and lacks significant literary, artistic, political, educational, or scientific value for minors. When it appears from the nature of the matter or the circumstances of its dissemination, distribution or exhibition that it is designed for clearly defined deviant sexual groups, the predominant appeal of the matter must be judged with reference to its intended recipient group.

LOT has the same meaning as set forth in the zoning regulations of this Code.

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

PERMIT means a permit issued to a person pursuant to this chapter allowing a newsrack to be installed within a specifically designated portion of a public right-of-way. ***PERMIT*** may also include a uniform newsrack permit issued in accordance with this chapter.

PERMITTEE means a person or entity to whom a permit was issued pursuant to this chapter.

PUBLIC RIGHT-OF-WAY means any city street, sidewalk, pedestrian path, bike path or any other ~~"~~"public way,~~"~~" as defined by Cal. Sts. & High. Code ~~§~~ 18609, and any successor statute.

PUBLIC STREET means any city street or public right-of-way including, without limitation, the curb and gutter.

UNIFORM NEWSRACK means a newsrack of a style, size and color designated by Council by resolution for permanent installation.

(Ord. 1101, passed 6-21-04)

§ 16.33.040 ~~§ 16.68.040~~ ADMINISTRATION.

The administrator is authorized to receive applications, issue and revoke permits, and otherwise administer and implement this chapter.

(Ord. 1101, passed 6-21-04)

§ 16.33.050 ~~§ 16.68.050~~ PROHIBITIONS.

It is unlawful for any person to install, place or maintain a newsrack or uniform newsrack in any public right-of-way that violates any provision of this chapter including, without limitation, failing to obtain a permit issued pursuant to this chapter.

(Ord. 1101, passed 6-21-04)

§ 16.33.060 ~~§ 16.68.060~~ ENCROACHMENT PERMITS.

Persons who obtain a permit pursuant to this chapter are not required to also obtain an encroachment permit under this code to install newsracks.

(Ord. 1101, passed 6-21-04)

§ 16.33.070 ~~**§ 16.68.070**~~ **NOTICES.**

(A) ~~(A)~~ Where the provisions of this chapter require that an applicant/permittee be served with notice, such notice is deemed served when personally delivered to the applicant/permittee; when deposited in first class United States Mail, addressed to the applicant/~~permittee's~~permittee's last known address; or when sent via facsimile to the applicant/~~permittee's~~permittee's last known facsimile number.

(B) ~~(B)~~ Unless otherwise provided, written notification to a permittee/applicant of a permit decision will state with particularity the basis for such decision.

(Ord. 1101, passed 6-21-04)

§ 16.33.080 ~~**§ 16.68.080**~~ **FEES.**

All fees applicable to this chapter are established by City Council resolution.

(Ord. 1101, passed 6-21-04)

DIVISION 2: PERMITS

§ 16.33.090 ~~**§ 16.68.090**~~ **APPLICATION FORM AND CONTENT.**

(A) ~~(A)~~ Permit applications must be filed by a natural person in the name of each applicant proposing to obtain a permit.

(B) ~~(B)~~ Every application must be signed by the applicant, or the ~~applicant's~~applicant's authorized representative, under penalty of perjury.

(C) ~~(C)~~ Permit applications, and permits, will be in a form prescribed by the administrator and contain all of the following information:

(1) ~~(1)~~ The name, mailing address, and daytime and evening telephone numbers of the person filing the application;

(2) ~~(2)~~ The proposed location for the newsrack; and

(3) ~~(3)~~ Such additional information as the administrator may reasonably require to process the application.

(D) ~~(D)~~ Applications must be accompanied by a permit fee.

(Ord. 1101, passed 6-21-04)

§ 16.33.100 ~~**§ 16.68.100**~~ **CHANGE IN APPLICATION INFORMATION.**

(A) ~~(A)~~ Whenever any change occurs in the information contained in the permit, the permittee must give the administrator written notice of the change within 30 days of the date that the change becomes effective.

(B) ~~(B)~~ If a permittee fails to give the administrator timely written notice of a change in the information contained in the application, the administrator may charge the permittee an additional administrative fee.

(Ord. 1101, passed 6-21-04)

§ 16.33.110 ~~**§ 16.68.110**~~ **TIME FOR REVIEWING APPLICATION.**

After receiving a completed application, the administrator must review the application and either issue or deny a permit within 30 days.

(Ord. 1101, passed 6-21-04)

§ 16.33.120 ~~**§ 16.68.120**~~ **PERMIT ISSUANCE.**

(A) ~~(A)~~ The administrator must issue a permit if:

(1) ~~(1)~~ The application was complete in accordance with this chapter;

(2) ~~(2)~~ There are no grounds for denying the permit; and

(3) ~~(3)~~ The applicant accepts the permit in writing.

(B) ~~(B)~~ Use of any permit issued pursuant to this chapter must conform to the permit conditions of this chapter.

(Ord. 1101, passed 6-21-04)

§ 16.33.130 ~~**§ 16.68.130**~~ **PERMIT DENIAL.**

A permit can be denied for the following reasons:

(A) ~~(A)~~ The application is incomplete;

(B) ~~(B)~~ The applicant failed to provide reasonable supplemental application information requested by the administrator;

(C) ~~(C)~~ Information submitted by the applicant is materially false;

(D) ~~(D)~~ The application is submitted by a person with a suspended permit or whose permit was revoked; or

(E) ~~(E)~~ The application seeks authorization for a newsrack that is prohibited by this code or unlawful under any other local, state, or federal law.

(Ord. 1101, passed 6-21-04)

§ 16.33.140 ~~**§ 16.68.140**~~ **NOTICE OF DENIAL.**

Where the administrator denies a permit, the administrator must serve notice to the applicant.

(Ord. 1101, passed 6-21-04)

§ 16.33.150 ~~**§ 16.68.150**~~ **EXPEDITED REVIEW.**

Pursuant to Cal. Civ. Proc. Code ~~§~~ 1094.8(c), and any successor statute or regulation, the permits under this chapter are designated for expedited judicial review pursuant to the procedure set forth in Cal. Civ. Proc. Code ~~§~~ 1094.8, or any successor statute or regulation.

(Ord. 1101, passed 6-21-04)

§ 16.33.160 ~~**§ 16.68.160**~~ **TERM; RENEWAL.**

Unless suspended or revoked, permits issued pursuant to this chapter have a term of one year. Permits must be renewed not later than 30 days before they expire in order to be maintained. Should a permit expire, the permittee must comply with this chapter to obtain a new permit.

(Ord. 1101, passed 6-21-04)

§ 16.33.170 ~~**§ 16.68.170**~~ **UNIFORM NEWSRACKS.**

(A) ~~(A)~~ By resolution, the Council may from time to time establish uniform newsrack locations. The Council must first hold a public hearing, for which notice must be sent at least 15 days in advance to all persons requesting notice, or whose name and address appears on an existing newsrack

in the subject location, and after such hearing must find that the location carries a substantial volume of pedestrian or vehicular traffic, that uniform newsracks are feasible at the location, and that it is in the public interest for such newsracks.

(B) ~~(B)~~ The resolution must describe the location; designate the particular point(s) at that location where uniform newsracks may be installed; specify the maximum number of uniform newsracks to be allowed at the location; and specify the style, size, color or other attributes required of uniform newsracks at the location. Such specification should not require uniform newsracks made by any particular manufacturer. The resolution may direct the administrator to install a kiosk(s), pedestal(s), or other support structure to accommodate a stated number of newsracks.

(C) ~~(C)~~ No person may install a uniform newsrack at a uniform newsrack location without first obtaining a uniform newsrack permit from the administrator.

(D) ~~(D)~~ Upon the adoption of a resolution by Council establishing a uniform newsrack location, interested persons may apply for such permit. The administrator must hold all such applications for 30 days after the date the resolution was adopted and may then issue all permits applied for up to the maximum number established, if any, in the resolution.

(E) ~~(E)~~ Permits are determined by a random selection process. The first application identified by random selection will be issued a permit for the most favorable location, and so on until the maximum number, if any, is reached. Applicants seeking permits for more than one newsrack in a single location will be allotted adjacent spaces. The remaining applications must be denied and the applicants notified. Where fewer applications are received than the maximum number of positions allowed by the resolution, permits for the remaining positions may be allotted on a first-come, first-served basis.

(F) ~~(F)~~ Each year, during the month of December, the administrator must draw lots in the above manner for permits for the next calendar year from among those holding permits and any new applications received by December 1.

(G) ~~(G)~~ The Council may at any time, on its own motion or upon request of any person, by resolution, increase the maximum number of available positions. In the event of such increase, or in the event a position becomes available by abandonment or otherwise, such position(s) must be allotted by the above procedure.

(H) ~~(H)~~ Upon being granted a permit, the applicant may permanently install a uniform newsrack as described in the resolution, either affixing it to the pavement or ground, or in the event the resolution directs the administrator to install support structures, then to such support structure.

(I) ~~(I)~~ A uniform newsrack permit will, in addition to all other provisions of this section, be conditioned with all other requirements of this chapter.

(Ord. 1101, passed 6-21-04)

DIVISION 3: PERMIT CONDITIONS; NEWSRACK REGULATIONS

§ 16.33.180 ~~§ 16.68.180~~ PERMIT CONDITIONS.

Permits issued pursuant to this chapter have the following general conditions:

(A) ~~(A)~~ Permittees must maintain a valid business license issued pursuant to this code;

(B) ~~(B)~~ Permittees must pay all fees required by this chapter.

(C) ~~(C)~~ Newsracks cannot unreasonably:

(1) ~~(1)~~ Interfere with or impede the flow of pedestrian or vehicular traffic.

(2) ~~(2)~~ Interfere with or impede ingress or egress from any residence or place of business located adjacent to a public right-of-way.

(3) ~~(3)~~ Interfere with any public utility facility located within the public right-of-way or in close proximity thereto.

(D) ~~(D)~~ Except as otherwise provided, newsracks must be placed within the public right-of-way.

(E) ~~(E)~~ Permittees must enter into a hold harmless agreement with the city which will, in part, indemnify the city, its officers, employees, and agents, from any liability arising from a ~~permittee's~~permittee's activities in a form approved by the City ~~Attorney's~~Attorney's office.

(F) ~~(F)~~ Permits are not transferable to another person or to another location.

(G) ~~(G)~~ The name, address, and telephone number of the permittee must be permanently affixed to newsracks.

(H) ~~(H)~~ Each newsrack must have affixed to it in a readily visible place a notice setting forth the name and address of the person responsible for maintaining the newsrack and a working telephone number to call to report a malfunction, or to obtain a refund in the event of a malfunction of the coin-return mechanism.

(I) ~~(I)~~ Each newsrack must be maintained in accordance with this Code.

(Ord. 1101, passed 6-21-04)

§ 16.33.190 ~~§ 16.68.190~~ INSTALLATION REQUIREMENTS.

Each newsrack must comply with each of the following requirements:

(A) ~~(A)~~ *Size*. No newsrack may exceed five feet in height, 30 inches in width, or two feet in depth.

(B) ~~(B)~~ *Placement*. Newsracks may only be placed in a public right-of-way near a curb or adjacent to a wall of a building. The rear of newsracks placed near a curb must be placed not less than 18 inches nor more than 24 inches from the face of the curb. The rear of newsracks placed parallel to a wall or building must be placed not more than six inches from the wall or building. No newsrack may be placed or maintained in a public right-of-way opposite one or more newsracks.

(C) ~~(C)~~ *Groups of newsracks*. Newsracks may be placed next to each other, provided that no group of newsracks must extend more than ten feet six inches along a curb or wall and a space of no more or less than three feet must separate each group of newsracks from another group of newsracks. There may be no more than three of the above described groups of newsracks located on a public right-of-way within a block.

(D) ~~(D)~~ *Anchoring*. Each newsrack must be securely anchored to the ground or sidewalk.

(E) ~~(E)~~ Each newsrack that require patrons to pay for a newspaper must be equipped with a working coin-return mechanism to permit a person using the machine to obtain an immediate refund in the event a person is unable to receive the publication paid for. The coin-return mechanisms must be maintained in good working order.

(Ord. 1101, passed 6-21-04)

§ 16.33.200 ~~§ 16.68.200~~ PROHIBITED AREAS.

Notwithstanding any other provision of this chapter, no newsrack may be placed, installed, used or maintained as follows:

(A) ~~(A)~~ Within one foot of any area improved with lawn, flowers, shrubs or trees;

(B) ~~(B)~~ Within three feet of:

(1) ~~(1)~~ The entrance or exit to any building;

(2) ~~(2)~~ Any display window in any building abutting a sidewalk or public right-of-way. No newsrack may be located directly in front of any display window of any building abutting a public right- of-way without the written consent of the person or entity legally in occupancy or otherwise in control of the premises on which the display window is located. Proof of such consent must be included in the permit application. If such consent is withdrawn, any newsrack placed in front of a display window must be removed within 14 days of the date of written notice from the city to the owner of such newsrack.

(C) ~~(C)~~ Within five feet of:

(1) ~~(1)~~ Any marked crosswalk;

(2) ~~(2)~~ The curb return of any intersecting public streets;

(3) ~~(3)~~ Any fire hydrant, fire call box, police call box or any other emergency facility;

(4) ~~(4)~~ Any designated bus stop area or any sign marking a designated bus stop;

(5) ~~(5)~~ Bus bench; or

(6) ~~(6)~~ Any curb painted blue, pursuant to the provisions of Cal. Veh. Code ~~§~~ 21458;

(D) ~~(D)~~ Within ten feet of any driveway;

(E) ~~(E)~~ In any location whereby the clear passage on a sidewalk for pedestrian traffic is reduced to less than five feet;

(F) ~~(F)~~ Within any public street;

(G) ~~(G)~~ Within 100 feet of a newsrack containing the same edition of the same publication, except where bulk of a particular edition is such that more than one rack is required, in which case said newsracks must be placed side-by-side;

(H) ~~(H)~~ Within 300 feet of a uniform newsrack location, except for any period, not to exceed 30 days, during which a uniform newsrack permit has been granted at the location but the applicant has been unable to obtain a uniform newsrack;

(I) ~~(I)~~ Chained or otherwise attached to any fixture. All newsracks must be permanently affixed to the pavement or otherwise anchored to a concrete base. Newsracks anchored to concrete bases must have a minimum weight of 100 pounds empty. Uniform newsracks which have been established and permitted pursuant to this chapter may be permanently affixed to the pavement or authorized support structures as established by City Council resolution.

(J) ~~(J)~~ Be used for advertising, selling or storing material other than that dealing with the display, sale or purchase of the publication sold therein.

(K) ~~(K)~~ No newsrack may remain empty for a period of 30 consecutive days.

(Ord. 1101, passed 6-21-04)

§ 16.33.210 ~~§ 16.68.210~~ MAINTENANCE.

Each newsrack must be maintained in a clean and attractive condition and in good repair at all times, and no issue or edition of any publication may be allowed to remain in any such newsrack for a period exceeding the publication period of the material offered for sale therein or 30 consecutive calendar days after the date of the initial issuance or publication of such material, whichever is lesser. Specifically, but without limiting the generality of the foregoing, each newsrack must be reasonably free of dirt and grease;

be reasonably free of chipped, faded, peeling and cracked paint; be reasonably free of rust and corrosion; have no broken cracked, dented, blemished or discolored plastic or glass parts; have no torn, peeling or fading paper or cardboard parts or inserts; and have no broken or misshapen structural parts.

(Ord. 1101, passed 6-21-04)

§ 16.33.220 ~~§ 16.68.220~~ HARMFUL MATTER.

Pursuant to Cal. Penal Code ~~§~~ 313.1(d), any harmful matter displayed in a public place from which minors are not excluded must be concealed with blinder racks, so that the lower two-thirds of the material is not exposed to view.

(Ord. 1101, passed 6-21-04)

DIVISION 4: APPEALS

§ 16.33.230 ~~§ 16.68.230~~ RIGHT OF ADMINISTRATIVE REVIEW.

Except as otherwise provided, an applicant may request administrative review of the ~~administrator's~~administrator's decisions pursuant to this chapter including, without limitation, decisions regarding permit denial.

(Ord. 1101, passed 6-21-04)

§ 16.33.240 ~~§ 16.68.240~~ TIME FOR ADMINISTRATIVE REVIEW.

(A) ~~(A)~~ Except as otherwise provided, a request for review must be commenced within five days from the date on which written notice of the ~~administrator's~~administrator's decision is served on the applicant/permittee.

(B) ~~(B)~~ If a request is untimely, the administrator may, nevertheless, extend the time for commencing such review for good cause shown, but in no event may a request be filed more than 30 days after notice was served.

(Ord. 1101, passed 6-21-04)

§ 16.33.250 ~~§ 16.68.250~~ COMMENCEMENT OF ADMINISTRATIVE REVIEW.

(A) ~~(A)~~ A request for administrative review must be on a form provided by the administrator and contain the following information:

(1) ~~(1)~~ The name, address and telephone number of the person making the request;

(2) ~~(2)~~ A description of the decision, determination or order which is the subject of the review, and the date such decision, determination or order was made or issued;

(3) ~~(3)~~ A brief description of all grounds for making the request; and

(4) ~~(4)~~ Such other information as may be required by the administrator.

(B) ~~(B)~~ A request for administrative review must be accompanied by a fee in an amount determined by City Council resolution.

(Ord. 1101, passed 6-21-04)

§ 16.33.260 ~~§ 16.68.260~~ ADMINISTRATIVE REVIEW.

(A) ~~(A)~~ Upon request for administrative review being filed, the administrator will provide a copy of the notice to the City Manager within two business days.

(B) ~~(B)~~ Upon receiving a request for review from the administrator, the City Manager will review the request and, within ten business days of receiving the request notice, provide the appellant with a written notification that:

(1) ~~(1)~~ The ~~administrator's~~administrator's decision is affirmed;

(2) ~~(2)~~ The ~~administrator's~~administrator's decision is modified;

(3) ~~(3)~~ The ~~administrator's~~administrator's decision is reversed and a permit is issued. Under such circumstances, the fee collected for an appeal must be returned to the permittee within 30 days of the City ~~Manager's~~Manager's decision.

(C) ~~(C)~~ The City Manager may, but is not required to, conduct a hearing at a time and place determined at the City ~~Manager's~~Manager's sole discretion. In the event of a hearing, the rules of evidence will not apply. The City Manager may consider such evidence as the City Manager may deem reliable. The City Manager may adopt such additional reasonable rules of procedure that may facilitate the progression of such a hearing.

(Ord. 1101, passed 6-21-04)

§ 16.33.270 ~~§ 16.68.270~~ CITY MANAGER DECISION FINAL.

The City ~~Manager's~~Manager's decision is final. There is no right to appeal a decision to the City Council. Any court challenge must be filed within 90 calendar days of the City ~~Manager's~~Manager's decision in accordance with Cal. Civ. Proc. Code ~~§~~ 1094.6.

(Ord. 1101, passed 6-21-04)

DIVISION 5: ENFORCEMENT

§ 16.33.280 ~~§ 16.68.280~~ MINOR VIOLATIONS.

In the case of minor violations of this chapter that can be corrected at the site, any city employee, as an alternative to removing the newsrack, is authorized to correct the violation summarily. The permittee will bear the cost of any such correction.

(Ord. 1101, passed 6-21-04)

§ 16.33.290 ~~§ 16.68.290~~ NOTICE OF HEARING FOR NEWSRACK REMOVAL.

(A) ~~(A)~~ Upon discovering a newsrack that lacks a permit or otherwise violates this chapter, the administrator may take action to remove such a newsrack in accordance with this chapter.

(B) ~~(B)~~ To initiate proceedings for removing newsracks, the administrator will cause written notice to be mailed and conspicuously posted on the newsrack. Notice must be titled in letters at least one inch in height and read substantially as follows:

Removal Hearing Notice

~~On~~ On _____, ~~20~~ 20__, the City of Santa Paula will determine whether this Newsrack should be removed in accordance with the Santa Paula Municipal Code (~~"~~"SPMC~~"~~"). If the Newsrack is found to violate the SPMC and is not promptly removed by the owner, then the City may remove it and impound it at the ~~owner's~~owner's expense. If the City removes the Newsrack, all costs associated with such removal, impoundment, and storage, must be paid by the owner before the Newsrack is returned. The alleged violations consist of the following:

All persons having any objection to, or interest in, said matters should attend a hearing to be conducted by the City, to be held at ~~on , at~~ _____ on

_____, _____at the hour ~~of~~ _____ of _____.m., when their testimony and evidence will be heard and given due consideration.

Dated:

_____
Administrator

(C) ~~(C)~~ *Mailing/posting*. Notice of the hearing will be served by posting the newsrack and by registered or certified mail (postage fully prepaid) addressed to the newsrack owner. The notice must be posted on the newsrack and mailed at least ten days before the hearing date. Proof of posting and mailing will be by declaration. Failure of any person to receive the notice will not affect the validity of any set forth in this chapter.

(D) ~~(D)~~ The administrator is not required to wait ten days to proceed if the intent to permanently abandon or vacate a newsrack or uniform newsrack location is confirmed in writing by the owner of such newsrack.

(Ord. 1101, passed 6-21-04)

§ 16.33.300 ~~§ 16.68.300~~ HEARING PROCEDURE.

(A) ~~(A)~~ The hearing must be conducted by a hearing officer selected by the administrator. At the time set for such hearing, the hearing officer will conduct a hearing to determine, based upon the evidence presented, whether the newsrack violates this chapter. At the hearing, the hearing officer will accept reliable evidence from any person if such evidence bears on the issue of whether the newsrack violates this chapter. The hearing officer is authorized to take testimony and is authorized to administer oaths or affirmations under the Cal. Civ. Proc. Code ~~§~~ 2093(a). Based upon the evidence submitted including, without limitation, any written staff reports regarding alleged violations, the hearing officer will determine whether or not the newsrack violates this chapter and should be removed.

(B) ~~(B)~~ As soon as is practicable following the close of such hearing, the hearing officer will render a decision on the matter. If the newsrack is found to violate this chapter, the hearing officer will issue an order requiring the newsrack to be removed within a reasonable time and manner as set forth in the order. The hearing officer will promptly give written notice to the responsible person and any other interested person who requests, in writing, notice of such decision, including a copy of the order. The order issued by the hearing officer will be deemed a final order and may be judicially reviewed pursuant to Cal. Civ. Proc. Code ~~§~~ 1094.6. There is no right to a City Council appeal.

(Ord. 1101, passed 6-21-04)

§ 16.33.310 ~~§ 16.68.310~~ COMPLIANCE WITH REMOVAL ORDER.

At no cost to the city, the newsrack will comply with all of the provisions of a removal order. If the newsrack owner fails, for any reason, to comply with a removal order within the time required in the order, the administrator will cause the newsrack to be removed and impounded by city forces or by private contractor.

(Ord. 1101, passed 6-21-04)

§ 16.33.320 ~~§ 16.68.320~~ RECOVERING CITY EXPENSES.

The administrator will keep an account of the costs, including incidental expenses, of removing, impounding, and storing such newsracks. Newsrack owners must pay the city all reasonable costs associated with the noticing, removal, and storage of the newsrack before regaining possession of such newsracks.

(Ord. 1101, passed 6-21-04)

§ 16.33.330 ~~§ 16.68.330~~ EMERGENCY REMOVAL.

Notwithstanding any other provision of this chapter, whenever the administrator determines that a newsrack constitutes an immediate threat or hazard or danger to persons or property, the administrator, without observing procedures set forth in this chapter with reference to newsrack removals, will immediately cause such a newsrack to be removed in such manner as the administrator determines is reasonably required. If the administrator deems it feasible, the administrator may attempt to give the newsrack owner verbal notice of the danger and the proposed timing and removal of the newsrack. Where such removal is ordered, the administrator will, after completing the removal of the newsrack, comply with the provisions of this chapter.

(Ord. 1101, passed 6-21-04)

§ 16.33.340 ~~§ 16.68.340~~ ABANDONMENT; DISPOSAL.

The owner of any impounded newsrack who fails to obtain the release of the newsrack within 30 days after impoundment, is deemed to have abandoned the newsrack, and the newsrack may be disposed of by the administrator in the time and manner prescribed by law, for the disposal of abandoned personal property.

(Ord. 1101, passed 6-21-04)

§ 16.33.350 ~~§ 16.68.350~~ ENFORCEMENT.

(A) ~~(A)~~ In addition to the remedies set forth in this chapter, violations of a permit may be enforced as follows:

(1) ~~(1)~~ Prosecution as infractions or misdemeanors at the City ~~Attorney's~~Attorney's discretion;

(2) ~~(2)~~ Abated as a public nuisance; or

(3) ~~(3)~~ Enjoined as unfair business practices that are presumed to nominally damage each and every resident of the community in which the permittee operates.

(B) ~~(B)~~ The remedies provided by this chapter are cumulative and in addition to any other criminal or civil remedies.

(Ord. 1101, passed 6-21-04)

§ 16.33.360 ~~§ 16.68.360~~ LIABILITY FOR FINES.

All fines, fees, penalties, and interest imposed pursuant to this chapter are civil debts owed to the city by the person fined. In the event that judicial action is necessary to compel payment of any debt owed to the city, the person or persons subject to the fine are also liable for the costs of suit and ~~attorney's~~attorney's fees incurred by the city to collect the fine.

(Ord. 1101, passed 6-21-04)

DIVISION 6: PREEXISTING NEWSRACKS

§ 16.33.370 ~~§ 16.68.370~~ EXISTING NEWSRACKS.

(A) ~~(A)~~ Any person who owns or is entitled to possession of any newsrack located within a public right-of-way upon the effective date of this chapter must either remove the newsrack or obtain a permit pursuant to this chapter within one calendar year after the effective date of this chapter.

(B) ~~(B)~~ If any such newsrack remains in place without a permit after this time period, the administrator may begin removal proceedings as provided in this chapter.

(C) ~~(C)~~ If the newsrack owner does not comply with the ~~administrator's~~administrator's notice of removal, or does not appeal it, within the time set in such notice, the administrator may remove

and impound the newsrack. The owner or other persons entitled to possession of the newsrack may obtain possession of such impounded newsrack in the time and manner set forth in this chapter.

(Ord. 1101, passed 6-21-04)

CHAPTER 16.34: ~~CHAPTER 16.70:~~ RECYCLING FACILITIES

Section

~~16.70.010~~ 16.34.010	Permits required
~~16.70.020~~ 16.34.020	Permits for multiple sites
~~16.70.030~~ 16.34.030	Criteria and standards – Small collection facilities
~~16.70.040~~ 16.34.040	Criteria and standards – Reverse vending machines
~~16.70.050~~ 16.34.050	Criteria and standards – Large collection facilities
~~16.70.060~~ 16.34.060	Criteria and standards – Processing facilities

§ 16.34.010 ~~§ 16.70.010~~ PERMITS REQUIRED.

Recycling facilities as defined in ~~§ 16.05.190~~16.04.190 of this Title 16 must obtain permits for operation as set forth in Table 70-1 and as subject to the land use regulations for specific zone districts set forth in Chapters ~~16.07~~16.05 through ~~16.33~~16.20 (Zoning Districts, Land Use Regulations and Development Standards) of this Title 16.

TABLE 34-1

Permits for Recycling Facilities

Type of Facility	Permit Required
Reverse Vending Machines	Design Review, unless within a fully enclosed building, whereby no permit is required
Collection Facility - Small	Design Review
Collection Facility - Large	Conditional Use Permit
Processing Facility - Light	Conditional Use Permit
Processing Facility - Heavy	Conditional Use Permit

~~TABLE 70-1~~
~~Permits for Recycling Facilities~~

~~Type of Facility~~

~~Permit Required~~

~~Reverse Vending Machines~~

~~Design Review, unless within a fully enclosed building, whereby no permit is required~~

~~Collection Facility - Small~~

~~Design Review~~

~~Collection Facility - Large~~

~~Conditional Use Permit~~

~~Processing Facility - Light~~

~~Conditional Use Permit~~

~~Processing Facility - Heavy~~

~~Conditional Use Permit~~

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

§ 16.34.020 ~~§ 16.70.020~~ PERMITS FOR MULTIPLE SITES.

A single Design Review application may be filed to allow more than one reverse vending machine(s) and/or small collection facility located on different sites under the following condition:

(A) ~~(A)~~ The operator of each of the proposed facilities is the same;

(B) ~~(B)~~ The proposed facilities are determined by the ~~Planning~~ Director to be similar in nature, size, and intensity of activity; and

(C) ~~(C)~~ All applicable criteria and standards set forth in §~~§ 16.70.030 and 16.70.040~~16.34.030 and 16.34.040 below are met for each proposed facility.

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

§ 16.34.030 ~~§ 16.70.030~~ CRITERIA AND STANDARDS - SMALL COLLECTION FACILITIES.

Small collection facilities must comply with the following conditions:

(A) ~~(A)~~ All such facilities must be established in conjunction with an existing commercial use or community service facility that is in compliance with the zoning, building and fire codes of the city.

(B) ~~(B)~~ All such facilities must be no larger than 500 square feet and provide no more than five parking spaces, not including any space that will be periodically needed for removal of materials or exchange of containers.

(C) ~~(C)~~ All such facilities must be set back at least ten feet from any street line and must not obstruct pedestrian or vehicular circulation.

(D) ~~(D)~~ All such facilities must accept only glass, metals, plastic containers, papers and reusable items. Used motor oil may be accepted with permission of the city.

(E) ~~(E)~~ No power-driven processing equipment may be used except by reverse vending machines.

(F) ~~(F)~~ All such facilities must use containers that are constructed and maintained with durable waterproof and rustproof material, covered when site is not attended, secured from unauthorized entry or removal of material, and of a capacity sufficient to accommodate materials collected and collection schedule.

(G) ~~(G)~~ All recyclable materials must be stored in containers or in the mobile unit vehicle. No materials may be left outside of containers when the attendant is not present.

(H) ~~(H)~~ All such facilities must be maintained free of litter and any other undesirable materials. Mobile facilities, at which truck or containers are removed at the end of each collection day, must be swept at the end of each collection day.

(I) ~~(I)~~ Attended facilities located within 100 feet of a property zoned or occupied for residential use may operate only between the hours of 9:00 a.m. and 7:00 p.m.

(J) ~~(J)~~ Containers for the 24-hour donation of materials must be at least 30 feet from any property zoned or occupied for residential use unless there is a recognized service corridor and acoustical shielding between the containers and the residential use.

(K) ~~(K)~~ Containers must be clearly marked to identify the type of material that may be deposited.

(L) ~~(L)~~ The facility must be clearly marked to identify the name and telephone number of the facility operator and the hours of operation, and display a notice stating that material must not be left outside the recycling enclosure or containers.

(M) ~~(M)~~ Mobile recycling units must have an area clearly marked to prohibit other vehicular parking during hours when the mobile unit is scheduled to be present.

(N) ~~(N)~~ If the permit expires without renewal, the collection facility must be removed from the site on the day following permit expiration.

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

§ 16.34.040 ~~§ 16.70.040~~ CRITERIA AND STANDARDS - REVERSE VENDING MACHINES.

Reverse vending machine(s) must comply with the following standards:

(A) ~~(A)~~ Reverse vending machines must be established in conjunction with a commercial use or community service facility that is in compliance with the zoning, building and fire codes of the city.

(B) ~~(B)~~ Reverse vending machines must be located within 30 feet of the entrance to the commercial structure and must not obstruct pedestrian or vehicular circulation.

(C) ~~(C)~~ Reverse vending machines must not occupy parking spaces required for the primary use.

(D) ~~(D)~~ Reverse vending machines must not occupy more than 50 square feet of floor space per installation, including any protective enclosure, and must be not more than 8 feet in height.

(E) ~~(E)~~ Reverse vending machines must be constructed and maintained with durable waterproof and rustproof material.

(F) ~~(F)~~ Reverse vending machines must be clearly marked to identify the type of material to be deposited, operating instruction, and the identity and phone number of the operator or responsible person to call if the machine is inoperative.

(G) ~~(G)~~ Reverse vending machines must accept only glass, metals, plastic containers, papers or reusable items.

(H) ~~(H)~~ Reverse vending machines will be permitted to have up to four square feet of sign area per machine, exclusive of operating instructions.

(I) ~~(I)~~ All reverse vending machines must be maintained in a clean, litter-free condition on a daily basis.

(J) ~~(J)~~ Operating hours must be at least the operating hours of the host use.

(K) ~~(K)~~ Reverse vending machines must be illuminated to ensure comfortable and safe operation if operating hours are between dusk and dawn.

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

§ 16.34.050 ~~§ 16.70.050~~ CRITERIA AND STANDARDS - LARGE COLLECTION FACILITIES.

All large collection facilities must comply with the following standards:

(A) ~~(A)~~ The facility must be screened from the public right-of-way by operating in an enclosed building or:

(1) ~~(1)~~ Within an area enclosed by an opaque fence at least six feet high with landscaping to the satisfaction of the ~~Planning~~ Director;

(2) ~~(2)~~ At least 150 feet from property zoned or planned for residential use; and

(3) ~~(3)~~ Meets all applicable noise standards in this Title 16.

(B) ~~(B)~~ Setbacks and landscape requirements will be those provided for the zoning district in which the facility is located.

(C) ~~(C)~~ All exterior storage of material must be in sturdy containers that are covered, secured, and maintained in good condition or baled or palletized. Storage containers for flammable material must be constructed of nonflammable material. Oil storage must be in containers approved by the Fire Marshal. No storage, excluding truck trailers and overseas containers, will be visible above the height of the fencing.

(D) ~~(D)~~ The site must be maintained free of litter and any other undesirable materials, and will be cleaned of loose debris on a daily basis.

(E) ~~(E)~~ If the facility is located within 500 feet of property zoned, planned, or occupied for residential use, it must not be in operation between the hours of 7:00 p.m. and 7:00 a.m.

(F) ~~(F)~~ Any container provided for after-hours donation of recyclable materials will be at least 50 feet from any property zoned or occupied for residential use, must be of sturdy, rustproof construction, must have sufficient capacity to accommodate materials collected, and must be secure from unauthorized entry or removal of materials.

(G) ~~(G)~~ Donation areas will be kept free of litter and any other undesirable material, and the containers will be clearly marked to identify the type of material that may be deposited. The facility must display a notice stating that material must not be left outside the recycling containers.

(H) ~~(H)~~ Facility will be clearly marked with the name and phone number of the facility operator and the hours of operation; identification and informational signs will meet the standards of the zone; and directional signs, bearing no advertising message, may be installed with the approval of the ~~Planning~~ Director, if necessary, to facilitate traffic circulation or if the facility is not visible from the public right-of-way.

(I) ~~(I)~~ Power-driven processing, including aluminum foil and can compacting, baling, plastic shredding, or other light processing activities necessary for efficient temporary storage and shipment of material, may be approved through the Conditional Use Permit process.

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

§ 16.34.060 ~~§ 16.70.060~~ CRITERIA AND STANDARDS - PROCESSING FACILITIES.

Processing facilities must comply with the following conditions:

(A) ~~(A)~~ Processors must be operated only within a wholly enclosed building except for incidental storage.

(B) ~~(B)~~ Power-driven processing will be permitted, provided all noise level requirements are met.

(C) ~~(C)~~ A processing facility may accept used motor oil for recycling from the generator in accordance with Cal. Health & Safety Code ~~§~~ 25250.11.

(D) ~~(D)~~ Setbacks and landscaping requirements will be those provided for the zoning district in which the facility is located.

(E) ~~(E)~~ All exterior storage of material must be in sturdy containers or enclosures that are covered, secured, and maintained in good condition, baled or palletized. Storage must be in containers approved by the Fire Marshal. No storage, excluding truck trailers and overseas containers, will be visible above the height of the fencing.

(F) ~~(F)~~ The site must be maintained free of litter and any other undesirable materials, will be cleaned of loose debris on a daily basis, and will be secured from unauthorized entry and removal of materials when attendants are not present.

(G) ~~(G)~~ One parking space will be provided for each commercial vehicle operated by the processing center. Parking requirements will otherwise be as mandated by the zone in which the facility is located.

(H) ~~(H)~~ If the facility is located within 500 feet of property zoned or planned for residential use, the facility must not be in operation between the hours of 7:00 p.m. and 7:00 a.m. The facility will be administered by on-site personnel during the hours the facility is open.

(I) ~~(I)~~ Any containers provided for after-hours donation of recyclable materials will be at least 50 feet from any property zoned or occupied for residential use; must be of sturdy, rustproof construction; must have sufficient capacity to accommodate materials collected; and must be secure from unauthorized entry or removal of materials.

(J) ~~(J)~~ Donation areas must be kept free of litter and any other undesirable material. The containers must be clearly marked to identify the type of material that may be deposited. The facility must display a notice stating that material must not be left outside the recycling containers.

(K) ~~(K)~~ Sign requirements will be those provided for the zoning district in which the facility is located. In addition, the facility will be clearly marked with the name and phone number of the facility operator and the hours of operation.

(L) ~~(L)~~ Dust, fumes, smoke, vibration, and odor control must comply with the requirements of Chapter ~~16.42~~16.21 (Performance Standards) of this Title 16.

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

CHAPTER 16.35:~~CHAPTER 16.72:~~ SERVICE STATIONS

Section

~~16.72.010~~ 16.35.010 Purpose and intent

~~16.72.020 Conditional~~16.35.020 Condition Use Permit applicability and requirements

~~16.72.030~~ 16.35.030 Permitted uses, activities, and services

~~16.72.040~~ 16.35.040 Location

~~16.72.050~~ 16.35.050 Development standards

~~16.72.060~~ 16.35.060 Signage

~~16.72.070~~ 16.35.070 Conflict of development standard provisions

§ 16.35.010 ~~§ 16.72.010~~ PURPOSE AND INTENT.

These regulations are established to promote and preserve the public health, safety, convenience, and general welfare by ensuring that automobile service stations are located and operated so as not to create increased pedestrian and vehicular traffic hazards and not be detrimental to the ordinary maintenance, development, and redevelopment of the surrounding area.

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

§ 16.35.020 ~~§ 16.72.020~~ CONDITIONAL USE PERMIT APPLICABILITY AND REQUIREMENTS.

(A) ~~(A)~~ A Conditional Use Permit will be required for automobile service stations under the following conditions:

(1) ~~(1)~~ Construction of new service stations.

(2) ~~(2)~~ Reopening of a service station that has been vacant for a period of at least six months.

(3) ~~(3)~~ Renovation, alteration or additions to existing service stations when such change exceeds 50% of the value of the existing building or structure as officially established by the latest records of the County Assessor of the County;

(B) ~~(B)~~ Service stations on properties annexed to the city which do not comply with permitted activity and services, or the requirement regarding trash enclosure, storage space and landscaping, will be considered nonconforming and subject to nonconforming provisions as set forth in Chapters ~~16.110~~16.53 through ~~16.118~~16.53 (Nonconformities) of this Title 16.

(C) ~~(C)~~ All new, reopened, renovated, or annexed service stations, or those requesting any substantial change in services rendered, will be required to meet all of the requirements of this chapter unless this chapter specifically states that the Planning Commission may modify that particular requirement.

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

§ 16.35.030 ~~§ 16.72.030~~ PERMITTED USES, ACTIVITIES, AND SERVICES.

In addition to the sale of motor fuels, activities and services will be permitted, limited or precluded as set forth in this section.

(A) ~~(A)~~ *Rental of vehicles.*

(1) ~~(1)~~ The rental of automobiles, trucks, trailers, and similar vehicles may be permitted, provided the site contains adequate space for display and/or parking and further provided such rentals are displayed and/or parked in only an area so designated as part of the conditional use permit.

(2) ~~(2)~~ Unless expressly stated otherwise as part of the conditional use permit, displaying and/or parking of rentals must not occur within 20 feet of any street frontage property line.

(B) ~~(B)~~ *Storage and display of merchandise.*

(1) ~~(1)~~ All new and used merchandise must be stored and displayed only within the service station building, except new and reconditioned tires, batteries, accessories, and lubrication items which are maintained in movable or enclosed cabinets or racks designed for the display and sale of said merchandise may be displayed outside.

(2) ~~(2)~~ The location of enclosed cabinets and racks must be designated on the conditional use permit.

(3) ~~(3)~~ Products which render an express convenience of service to the customer, such as pump island racks containing oil cans and additives, may be displayed under the pump

island canopy when maintained in a cabinet or display rack. Such cabinets or racks must not obstruct vehicular access to the pump island.

(C) ~~(C)~~ *Body work, tire recapping and rental of heavy equipment prohibited*. All painting, welding, body and fender repair, tire recapping and the rental of other heavy equipment and the sale and rental of other merchandise, other than that specified in this division, is expressly prohibited.

(D) ~~(D)~~ *Vending machines*. Vending machines will be permitted only per the standards set forth in Chapter ~~16.74~~16.36 of this Title 16.

(E) ~~(E)~~ *Temporary promotions.*

(1) ~~(1)~~ The sale and storage of merchandise not customarily related to the operation and maintenance of motor vehicles will be permitted with a Temporary Use Permit and subject to the requirements set forth in Chapter 16.228 (Temporary Use Permits) of this Title 16.

(2) ~~(2)~~ Subparagraph (1) above does not apply to items which are provided free or at a reduced price to the customers with purchase of products from the service station.

(F) ~~(F)~~ *Public telephones*. Public telephones are permitted, provided they will not be within 20 feet of any street frontage property line and are located to be visible from the public right-of-way and accessible on a 24-hour basis.

(G) ~~(G)~~ *Restriction on merchandise sale and rental*. The sales and rental of any type of merchandise not related to the motoring public is prohibited.

(H) ~~(H)~~ *Tow truck and service vehicles*. Tow trucks and similar service vehicles may be allowed if approved as part of the conditional use permit. Such vehicles must be parked only in an area expressly provided and approved as part of the conditional use permit.

(I) ~~(I)~~ *Use as commercial parking lot*. The use of a service station as a commercial parking lot is prohibited, unless expressly approved as part of the conditional use permit.

(J) ~~(J)~~ *Storage and trash*.

(1) ~~(1)~~ Storage and trash must be kept only in areas approved as part of the conditional use permit, and must not be placed higher than the walls enclosing such areas.

(2) ~~(2)~~ Trash may be collected in containers at the pump islands or inside buildings and service bays.

(K) ~~(K)~~ *Hours of operation*. Hours of operation may be designated as part of the conditional use permit if exceptional circumstances exist, such as proximity to residential zones.

(L) ~~(L)~~ *Removal, overhaul and replacement of engines*.

(1) ~~(1)~~ The removal, overhaul, and replacement of motors, differentials, and transmissions is permitted, provided these activities occur within a completely enclosed building and on vehicles with a rated capacity not to exceed 1-1/2 tons.

(2) ~~(2)~~ These activities will constitute only an accessory and incidental use of the service station operation and must not create obnoxious odors, smoke, noise, vibration, or otherwise create a nuisance.

(M) ~~(M)~~ *Recreational vehicle dumping stations*. Recreational vehicle dumping stations are permitted, subject to applicable requirements of the Ventura County Health Department.

(N) ~~(N)~~ *Enclosure of used or discarded automobile parts*. No used or discarded automotive parts or equipment or permanently disabled, junk or wrecked vehicles may be located outside the service station building, except within an enclosed trash storage area screened from public view.

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

§ 16.35.040 ~~§ 16.72.040~~ LOCATION.

Automobile service stations must be located only at intersections of streets and highways designated on the ~~city's~~city's adopted circulation element of the general plan or in commercial shopping centers, as follows:

(A) ~~(A)~~ Arterial having a right-of-way width of 100 feet.

(B) ~~(B)~~ Collector streets having a right-of-way width of 80 or 84 feet.

(C) ~~(C)~~ Properties fronting on a primary thoroughfare and siding on a freeway right-of-way.

(D) ~~(D)~~ Within commercial developments with a land area of 2 acres or more under one ownership.

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

§ 16.35.050 ~~§ 16.72.050~~ DEVELOPMENT STANDARDS.

(A) ~~(A)~~ *Design*. The architectural design of service station developments must be compatible with the character of development of the area in which it is to be located. However, innovative architectural design and site layout which would contribute to the efficiency and appearance of the station and minimize adverse effects on adjacent property is encouraged.

(B) ~~(B)~~ *Site size*.

(1) ~~(1)~~ The minimum area of a corner site must be 22,500 square feet, with a minimum frontage of 150 feet on one street.

(2) ~~(2)~~ When a service station on a corner site is developed as a part of a commercial shopping center on a development site greater than two acres in size, the service station site may be reduced to 15,000 square feet, provided the additional required area is provided within the mutual parking and access areas.

(C) ~~(C)~~ *Access*.

(1) ~~(1)~~ Two driveways on each street frontage may be permitted with the approval of the City Engineer. Access driveways must be no closer than 35 feet from the point of intersection of the ultimate right-of-way lines of the adjoining streets, but in no case closer than five feet to the point of curb return. Such driveways must be at least 25 feet apart and they may be no closer than five feet to the side property line.

(2) ~~(2)~~ Where a service station is part of a commercial development site, a combined driveway for both the service station and adjacent shopping center or commercial property must be designated and provided.

(D) ~~(D)~~ *Lot grading and drainage*. Grading of service station sites must provide a minimum rise, in order to insure required fall for drainage, and must be engineered in a compatible manner with the surrounding properties. All drainage to the street must be by underground structures to avoid drainage across city sidewalks or drive aprons, and will be subject to the approval of the Public Works Director.

(E) ~~(E)~~ *Setbacks*. Notwithstanding the setback requirements for the zone district in which the service station is located, all buildings must be set back from interior and street frontage property lines a minimum of 30 feet. Pump islands parallel to the adjacent street must be set back a minimum of 20 feet from all property lines. Pump islands perpendicular to the adjacent street must be set back a minimum of 24 feet from all property lines.

(F) ~~(F)~~ *Canopy structure*.

(1) ~~(1)~~ Every pump island must be covered by a canopy structure designed and constructed of material to blend with the main building.

(2) ~~(2)~~ Where design permits, the pump island canopy structure must be attached to and made an integral part of the main building structure.

(3) ~~(3)~~ Canopies must be a minimum of 10 feet from any street frontage property line.

(G) ~~(G)~~ *Storage area*. Each service station must have a storage area. The required storage area may be constructed outside of the main building, provided that it is enclosed by a six-foot high solid masonry wall with a view-obscuring gate made of a durable metal material, and is roofed and contiguous to the main building, unless approved otherwise as a part of the conditional use permit.

(H) ~~(H)~~ *Trash enclosure.*

(1) ~~(1)~~ Each service station must have at least one trash enclosure constructed to the standards described in ~~§ 16.40.110~~16.20.110 (Solid Waste/Recycling Receptacles and Enclosures) of this Title 16.

(2) ~~(2)~~ No trash, including discarded oil cans, batteries, signs, tires, and the like, must be stored or deposited on any section of the site, except in the trash area.

(I) ~~(I)~~ *Restrooms*.

(1) ~~(1)~~ All service stations must contain restroom facilities for use by employees and patrons.

(2) ~~(2)~~ All restroom entrances must be situated either to the side, to the rear, or within the main building.

(3) ~~(3)~~ The restroom area may be situated in a location other than above if approved by the Planning Commission as part of the Conditional Use Permit.

(J) ~~(J)~~ *Perimeter walls.*

(1) ~~(1)~~ Whenever a service station abuts property in a residential zone, a solid masonry wall not less than six feet high must be constructed along the property line abutting the residential zone. However, front yard walls must not exceed 3.5 feet in height. The wall must be constructed in accordance with wall standards outlined in Chapter ~~16.44~~16.10 (Fences, Walls and Hedges) of this Title 16. A wall need not be installed when building walls or other acceptable walls already exist on such property lines, or if the service station is part of a shopping center development. The wall requirements may be modified as part of the conditional use permit.

(2) ~~(2)~~ A wall constructed on the interior property lines must make provisions for tree wells or landscaped planting areas not less than 16 square feet in area. When included as part of the wall design, the wells or planting should be spaced not less than eight feet nor more than 16 feet apart. Continuous planters or planters of uneven length may satisfy this requirement if they are at least one-third of the length of the wall, and include trees planted not more than 16 feet apart.

(K) ~~(K)~~ *Landscaping*.

(1) ~~(1)~~ Notwithstanding the landscaping requirements for the zone district in which the service station is located, at least 10% of the site must be landscaped with live plant materials. Planting areas must include but are not limited to the following:

(a) ~~(a)~~ All landscaped planters must be enclosed with a masonry curb not less than six inches high above the finished grade of the site.

(b) ~~(b)~~ A minimum five-foot-wide (inside dimension) raised planter, with a six-inch curb face made of concrete, brick or other masonry materials, must be provided along all street property lines between street access points for purpose of separating pump islands from the sidewalk. Landscaped planters may be rounded at driveway entrances utilizing a minimum ten-foot radius.

(c) ~~(c)~~ A minimum of 150 square feet of raised planter with curb, minimum six inches in height, must be provided at the street frontage of the intersecting corner of the site, from curb cut to curb cut.

(d) ~~(d)~~ All planting other than trees must be so maintained so as not to exceed a height greater than 30 inches, must not be thorny or spiked, and must not extend over the sidewalk or public right-of-way.

(e) ~~(e)~~ Trees of minimum size 15 gallons must be placed in the parkway area (between curb face and back of sidewalk) with spacing and variety of trees to be determined by the Planning and Building Directors.

(f) ~~(f)~~ Except for common traffic movement drives, service stations within shopping centers must be delineated from the remainder of the property by a landscaped buffer with minimum inside dimensions of four feet enclosed by a six-inch curb made of concrete, brick or other masonry material. Common and integrated traffic movement drives between the service station and the remainder of the property will be encouraged.

(g) ~~(g)~~ All planting areas must be provided with a permanent irrigation system of a design suitable for the type and arrangement of the plant material selected.

(2) ~~(2)~~ All planted areas must be maintained so as not to constitute a health or fire hazard.

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

§ 16.35.060 ~~§ 16.72.060~~ SIGNAGE.

(A) ~~(A)~~ All service stations are subject to the sign regulations of Chapter ~~16.48~~16.24 (Signs) of this Title 16.

(B) ~~(B)~~ If additional signs are proposed or if modifications to the sign regulations are necessary or desirable for the service station, they may be requested and considered concurrently with the conditional use permit for the service station.

(C) ~~(C)~~ Signs requested at a later date must be considered as modifications to the conditional use permit.

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

§ 16.35.070 ~~§ 16.72.070~~ CONFLICT OF DEVELOPMENT STANDARD PROVISIONS.

In the event of conflicting provisions between these development standards and any development standards required by the zone district where development will occur, the development standards required by this chapter will take precedence.

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

CHAPTER 16.36:~~CHAPTER 16.74:~~ VENDING MACHINES

Section

~~16.74.010~~ 16.36.010 Permit ~~required~~Required

Deleted: Conditional Use

~~16.74.020~~ 16.36.020 Number permitted

~~16.74.030~~ 16.36.030 Restrictions on location

~~16.74.040~~ 16.36.040 Other conditions

§ 16.36.010 ~~§ 16.74.010~~ PERMIT REQUIRED.

A permit approved by the Director will be required for the establishment of any vending machine. This requirement will not apply to any vending machine established prior to the effective date of this section, or that will be located within a completely enclosed building. Any vending machine located within a completely enclosed building which serves customers outside of that building (e.g. water stores) will require a permit approved by the Director. (Ord. 1100, passed 7-6-04)

§ 16.36.020 ~~§ 16.74.020~~ NUMBER PERMITTED.

One outdoor vending machine will be permitted for each 4,000 square feet of site area, up to a maximum of six vending machines on any one site.

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

§ 16.36.030 ~~§ 16.74.030~~ RESTRICTIONS ON LOCATION.

(A) ~~(A)~~ Vending machines must be attached or located immediately adjacent to a building.

(B) ~~(B)~~ Vending machines will not be permitted to be placed on or project into any public right-of-way, nor will any vending machine be located in a manner that requires a person to be on a public right-of-way to operate the machine.

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

§ 16.36.040 ~~§ 16.74.040~~ OTHER CONDITIONS.

(A) ~~(A)~~ No vending machine may have bright lights or garish colors, emit sounds, or have any other characteristics that distract motorists or adversely impact adjacent properties.

(B) ~~(B)~~ Prior to the issuance of a permit for any new vending machine, the owner/operator must provide the city with evidence that they have complied with all applicable Ventura County Health Department requirements.

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

CHAPTER 16.37: ~~CHAPTER 16.75:~~ PROHIBITION ON INDUSTRIAL HEMP CULTIVATION

Section

~~16.75.010~~ 16.37.010 Purpose

~~16.75.020~~ 16.37.020 Definitions

~~16.75.030~~ 16.37.030 Prohibition on industrial hemp cultivation

~~16.75.040~~ 16.37.040 Administrative regulations

~~16.75.050~~ 16.37.050 Violation

~~16.75.060~~ 16.37.060 Penalties

~~16.75.070~~ 16.37.070 Public nuisance

Deleted: CONDITIONAL USE

Deleted: A Conditional Use Permit, obtained pursuant to the requirements of Chapter ~~16.218~~16.63 of this Title 16,

Deleted: conditional use

§ 16.37.010 ~~§ 16.75.010~~ PURPOSE.

The purpose of this chapter is to expressly prohibit the establishment of industrial hemp cultivation in the city. The City Council finds that a prohibition on industrial hemp is necessary for the preservation and protection of the public health, safety, and welfare of the city and its residents. The prohibition of such uses is within the authority conferred upon the City Council by state law and is an exercise of its police powers to enact and enforce regulations for the public health, safety, and welfare of the city and its residents. Nothing in this chapter shall be interpreted to conflict with state law.

(Ord. 1296, passed 5-20-20)

§ 16.37.020 ~~§ 16.75.020~~ DEFINITIONS.

CITY MANAGER - Means the City Manager or designee.

CULTIVATION - Means the planting, growing, harvesting, drying, curing, grading, or trimming of industrial hemp.

INDUSTRIAL HEMP - Means a fiber or oilseed crop, or both, that is limited to types of the plant Cannabis sativa L. having no more than 0.3% tetrahydrocannabinol ("THC") contained in the dried flowering tops, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin produced therefrom.

(Ord. 1296, passed 5-20-20)

§ 16.37.030 ~~§ 16.75.030~~ PROHIBITIONS ON INDUSTRIAL HEMP CULTIVATION.

Industrial hemp cultivation is prohibited in all zones within the city. No person nor entity may establish or operate an industrial hemp cultivation facility within city limits. A property owner may not allow his or her property to be used by any person or entity for industrial hemp cultivation.

(Ord. 1296, passed 5-20-20)

§ 16.37.040 ~~§ 16.75.040~~ ADMINISTRATIVE REGULATIONS.

The City Manager is hereby authorized to promulgate and enforce administrative regulations in the implementation and enforcement of this chapter.

(Ord. 1296, passed 5-20-20)

§ 16.37.050 ~~§ 16.75.050~~ VIOLATION.

Any person who violates any provision of this chapter is guilty of a separate offense for each and every day during any portion of which any such person commits, continues, permits, or causes a violation thereof, and may be penalized accordingly.

(Ord. 1296, passed 5-20-20)

§ 16.37.060 ~~§ 16.75.060~~ PENALTIES.

In addition to any other remedy available under law, violations of the subchapter are subject to the administrative citations and penalties provisions in Title 1, Chapter 14, of this code.

(Ord. 1296, passed 5-20-20)

§ 16.37.070 ~~§ 16.75.070~~ PUBLIC NUISANCE.

Any use or condition caused, or permitted to exist, in violation of any provisions of this chapter shall be, and hereby is declared to be, a public nuisance and may be summarily abated by the city pursuant to Code of Civil Procedure ~~§~~ 731 or any other remedy available to the city.

(Ord. 1296, passed 5-20-20)

CHAPTER 16.38: ~~CHAPTER 16.76:~~ YARD AND GARAGE SALES

Section

~~16.76.010~~ 16.38.010 Chapter 123 of Municipal Code applies

§ 16.38.010 CHAPTER 123 OF MUNICIPAL CODE APPLIES

~~§ 16.76.010 CHAPTER 123 OF MUNICIPAL CODE APPLIES.~~

Chapter 123 (Sale of Personal Property) of the Santa Paula Municipal Code will govern all garage and yard sales.

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

CHAPTER 16.39: ~~CHAPTER 16.77:~~ ELECTRIC VEHICLE CHARGING SYSTEMS; STREAMLINED PERMITTING

Section

~~16.77.010~~ 16.39.010 Purpose

~~16.77.020~~ 16.39.020 Definitions

~~16.77.030~~ 16.39.030 Electrical vehicle charging station requirements

~~16.77.040~~ 16.39.040 Expedited permitting process

~~16.77.050~~ 16.39.050 Permit application process

~~16.77.060~~ 16.39.060 Permit review

§ 16.39.010 ~~§ 16.77.010~~ PURPOSE.

The purpose of this chapter is to create an expedited and streamlined electric vehicle charging station permitting process that complies with Cal. Gov't Code §~~§~~ 65850.7 and 65850.71 to achieve the timely and cost-effective installation of electric vehicle charging stations. Pursuant to Cal. Gov't Code ~~§~~ 65850.7 and notwithstanding any other provision of this code pertaining to conditional or accessory uses, only an electrical permit shall be required for an electric vehicle charging station.

(Ord. 1271, passed 9-18-17; Am. Ord. 1321, passed 1-18-23)

§ 16.39.020 ~~§ 16.77.020~~ 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 chapter.

A FEASIBLE METHOD TO SATISFACTORILY MITIGATE OR AVOID THE SPECIFIC, ADVERSE IMPACT includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the city on another similarly situated application in a prior successful application for a permit.

BUILDING OFFICIAL means the chief building official of the city or his or her designee.

ELECTRIC VEHICLE CHARGING STATION or ***CHARGING STATION*** means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the Cal. Electrical Code, and any subsequent amendments thereto, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

ELECTRONIC SUBMITTAL means the utilization of one or more of the following:

(1) ~~(1)~~ Email;

(2) ~~(2)~~ The internet; or

(3) ~~(3)~~ Facsimile.

SPECIFIC ADVERSE IMPACT means significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

(Ord. 1271, passed 9-8-17; Am. Ord. 1321, passed 1-18-23)

§ 16.39.030 ~~§ 16.77.030~~ ELECTRICAL VEHICLE CHARGING STATION REQUIREMENTS.

(A) ~~(A)~~ The electric vehicle charging station shall meet the applicable safety and performance standards established by the Cal. Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and rules of the Public Utilities Commission and the local electric utility company regarding safety and reliability.

(B) ~~(B)~~ Installation of electric vehicle charging stations and associated wiring, bonding, disconnecting means and overcurrent protective devices shall meet the requirements of Article 625 and all applicable provisions of the California Electrical Code.

(C) ~~(C)~~ Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.

(D) ~~(D)~~ Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the California Building or Residential Code as applicable per occupancy, and the provisions of the ~~manufacturer's~~manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements.

(E) Electric vehicle charging stations shall be equipped with lighting sufficient to provide visibility for users at night and maintain a safe and secure environment. Lighting shall be of a color and intensity so as to minimize shadows, glare, and impacts on neighboring properties.

(Ord. 1271, passed 9-18-17; Am. Ord. 1321, passed 1-18-23)

§ 16.39.040 ~~§ 16.77.040~~ EXPEDITED PERMITTING PROCESS.

Consistent with Cal. Gov't Code ~~§~~ 65850.7, the Building Official shall implement an expedited, streamlined permitting process for electric vehicle charging stations and adopt a checklist of all requirements with which electric vehicle charging stations shall comply in order to be eligible for expedited review. The expedited, streamlined permitting process and checklist may refer to the recommendations contained in the most current version of the ~~"~~"Plug-In Electric Vehicle Infrastructure Permitting Checklist~~"~~" of the ~~"~~"Zero-Emission Vehicles in California: Community Readiness Guidebook~~"~~" as published by the ~~Governor's~~Governor's Office of Planning and Research. The ~~city's~~city's adopted checklist shall be published on the ~~city's~~city's website.

(Ord. 1271, passed 9-18-17; Am. Ord. 1321, passed 1-18-23)

§ 16.39.050 ~~§ 16.77.050~~ PERMIT APPLICATION PROCESS.

(A) ~~(A)~~ Prior to submitting an application for processing, the applicant shall verify that the installation of an electric vehicle charging station will not have specific, adverse impact to public health and safety and building occupants. Verification by the applicant includes but is not limited to: electrical system capacity and loads; electrical system wiring, bonding and overcurrent protection; building infrastructure affected by charging station equipment and associated conduits; and areas of charging station equipment and vehicle parking.

(B) ~~(B)~~ A permit application that satisfies the information requirements in the ~~city's~~city's adopted checklist shall be deemed complete and be promptly processed. A completed application does not authorize an applicant to energize or utilize the electric vehicle charging station until approval and all necessary permits are granted by the city.

(C) ~~(C)~~ If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

(D) ~~(D)~~ The Building Official shall allow for electronic submittal of permit applications covered by this chapter and associated supporting documentations. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.

(Ord. 1271, passed 9-18-17; Am. Ord. 1321, passed 1-18-23)

§ 16.39.060 ~~§ 16.77.060~~ PERMIT REVIEW.

(A) ~~(A)~~ The Building Official shall review all electric vehicle charging station applications. Notwithstanding the expedited permit processing set forth in this chapter, the Building Official retains authority at all times to identify and address higher priority life-safety situations.

(B) ~~(B)~~ If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific, adverse impact upon the public health or safety, the city may require the applicant to apply for a conditional use permit. The Building ~~Official's~~Official's decision may be appealed by the applicant to the Planning Commission.

(C) ~~(C)~~ An application for a conditional use permit to install an electric vehicle charging station shall not be denied unless the Planning Commission makes written findings based upon substantial evidence in the record that the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. The findings shall include the basis for the rejection of potential feasible alternatives. If denied, the Planning ~~Commission's~~Commission's decision may be appealed by the applicant to the City Council pursuant to ~~§ 16.110.210~~16.53.210.

(D) ~~(D)~~ In the technical review of a charging station application, the Building Official shall not condition the approval of any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Cal. Civil Code ~~§~~ 4080.

(E) ~~(E)~~ Upon confirmation by the Building Official that the permit application and supporting documents meet the requirements of the city adopted checklist, and is consistent with all applicable laws and health and safety standards, the Building Official shall, consistent with Cal. Gov't Code ~~§~~ 65850.7, as may be amended, approve the application and issue all necessary permits.

(F) ~~(F)~~ An application to install an electric vehicle charging station submitted to the building official of the city shall be deemed complete if, after the applicable time period has elapsed, both of the following are true:

(1) ~~(1)~~ The Building Official has not deemed the application complete, consistent with the checklist created by the city pursuant to Cal. Gov't Code ~~§~~ 65850.7(g).

(2) ~~(2)~~ The Building Official has not issued a written correction notice detailing all deficiencies in the application and identifying any additional information explicitly necessary for the Building Official to complete a review limited to whether the electric vehicle charging station meets all health and safety requirements of local, state, and federal law, consistent with subdivisions (b) and (g) of Cal. Gov't Code ~~§~~ 65850.7.

(G) ~~(G)~~ For purposes of paragraph (F), ~~"~~"applicable time period~~"~~" means either of the following:

(1) ~~(1)~~ Five business days after submission of the application to the city if the application is for at least one, but not more than 25 electric vehicle charging stations at a single site.

(2) ~~(2)~~ Ten business days after submission of the application to the city if the application is for more than 25 electric vehicle charging stations at a single site.

(H) ~~(H)~~ An application to install an electric vehicle charging station shall be deemed approved if the applicable time period described in paragraph (G) has elapsed and all of the following are true:

(1) ~~(1)~~ The Building Official has not administratively approved the application pursuant to Cal. Gov't Code ~~§~~ 65850.7(b).

(2) ~~(2)~~ The Building Official has not made a finding, based on substantial evidence, that the electric vehicle charging station could have a specific, adverse impact upon the public health or safety or required the applicant to apply for a use permit pursuant to Cal. Gov't Code ~~§~~ 65850.7(b).

(3) ~~(3)~~ The building official of the city has not denied the use permit pursuant to Cal. Gov't Code ~~§~~ 65850.7(c).

(4) ~~(4)~~ An appeal has not been made to the Planning Commission pursuant to Cal. Gov't Code ~~§~~ 65850.7(d).

(I) ~~(I)~~ For purposes of paragraph (H), ~~"~~"applicable time period means~~"~~" either of the following:

(1) ~~(1)~~ Twenty business days after the application was deemed complete, if the application is for at least one, but not more than 25 electric vehicle charging stations at a single site.

(2) ~~(2)~~ Forty business days after the application was deemed complete, if the application is for more than 25 electric vehicle charging stations at a single site.

(J) ~~(J)~~ If an electric vehicle charging station and any associated equipment interfere with, reduce, eliminate, or in any way impact the required parking spaces for existing uses, the city shall reduce the number of required parking spaces for existing uses by the amount necessary to accommodate the electric vehicle charging station and any associated equipment.

(Ord. 1321, passed 1-18-23)

CHAPTER 16.40: ~~CHAPTER 16.78:~~ EMERGENCY SHELTERS

Section

~~16.78.010~~ 16.40.020 Definitions

~~16.78.020~~ 16.40.020 Development standards

§ 16.40.010 ~~§ 16.78.010~~ DEFINITIONS.

(A) ~~(A)~~ ***EMERGENCY SHELTER*** - Means housing with minimal supportive services for homeless persons; victims of domestic violence; persons requiring temporary housing; and other individuals and households made temporarily homeless due to natural disasters (e.g., fires and earthquakes) that is limited to occupancy of six months or less by a homeless person and operated by a government agency or private non-profit organization.

(B) ~~(B)~~ ***HOMELESS PERSON*** - Has the same definition as set forth in 42 USC ~~§~~ 11302.

(Ord. 1249, passed 5-6-13)

§ 16.40.020 ~~§ 16.78.020~~ DEVELOPMENT STANDARDS.

In addition to the standards specified in Chapter ~~16.21,~~16.10 emergency shelters are also subject to the following development standards:

(A) ~~(A)~~ Each resident must be provided a minimum of 50 gross square feet of personal living space, not including space for common areas. In no case can occupancy exceed 30 residents at any one time.

(B) ~~(B)~~ Off-street parking spaces must be provided in the ratio of one parking space per ten adult beds, plus one parking space per employee on the largest shift. However, the required number of off-street parking spaces cannot exceed the spaces required for similar uses of the same size in the Commercial/Light Industrial (C/LI) zone.

(C) ~~(C)~~ Outdoor activities such as recreation, drop-off and pick-up of residents, or similar activities may be conducted at the facility. Staging for drop-off, intake, and pick-up should take place inside a building, at a rear or side entrance, or inner courtyard. Emergency shelter plans must show the size and location of any proposed waiting or resident intake areas, interior or exterior.

(D) ~~(D)~~ Before commencing operation, the emergency shelter provider must have a written management plan, which must be approved by the ~~Planning~~ Director. The management plan must at a minimum include: requirements for staff training; resident selection; process for identifying residents; neighborhood outreach; pet policies; scheduling outdoor activities;

temporary storage of residents' personal belongings; safety and security; management of outdoor areas; and counseling and social service programs for residents.

(E) ~~(E)~~ Not more than one emergency shelter is permitted within a radius of 300 feet from another emergency shelter.

(F) ~~(F)~~ Individual occupancy in an emergency shelter is limited to six months during any 12 consecutive month period. Extension(s) may be provided if a client is working with social services agencies to secure alternative housing, but no alternative housing is available.

(G) ~~(G)~~ Exterior lighting must be provided at all building entrances and outdoor activity areas, and must be activated between sunset and sunrise of each day. All exterior lighting must comply with this code.

(H) ~~(H)~~ Each emergency shelter must have an on-site management office. At least one employee must be present in the on-site management office at all times that the emergency shelter is operating.

(I) ~~(I)~~ Each emergency shelter must have on-site security, with at least one person present at the emergency shelter while it is operating.

(J) ~~(J)~~ Facilities must provide a storage area for refuse and recyclables that is enclosed by a six-foot high landscape screen, solid wall or fence, which is accessible to collection vehicles on one side. It must be large enough to accommodate the number of bins that are required to provide the facility with sufficient service so as to avoid the overflow of material outside of the bins provided.

(K) ~~(K)~~ The emergency shelter facility may provide one or more of the following specific facilities and services including, without limitation:

(1) ~~(1)~~ Commercial kitchen facilities designed and operated in compliance with applicable law;

(2) ~~(2)~~ Dining area;

(3) ~~(3)~~ Laundry;

(4) ~~(4)~~ Recreation room;

(5) ~~(5)~~ Support services (e.g., training, counseling); and

(6) ~~(6)~~ Child care facilities.

(L) ~~(L)~~ Applications for emergency shelters must be submitted to the ~~Planning~~ Director for consideration. Within 30 days after finding an application complete, the Director must issue an emergency shelter permit upon finding that the proposal complies with all applicable law including, without limitation, this code.

(Ord. 1249, passed 5-6-13; Am. Ord. 1304, passed 9-16-20)

CHAPTER 16.41: ~~CHAPTER 16.79:~~ REGULATION OF CANNABIS ~~ACTVITIES~~ACTIVITIES

Section

~~16.79.010~~ 16.41.010 Purpose

~~16.79.020~~ 16.41.020 Definitions

~~16.79.030~~ 16.41.030 Prohibition

~~16.79.040~~ 16.41.040 Personal cultivation

~~16.79.050~~ 16.41.050 Violations

~~16.79.060~~ 16.41.060 Administrative regulations

~~16.79.070~~ 16.41.070 Public nuisance

§ 16.41.010 ~~§ 16.79.010~~ PURPOSE.

The purpose of this chapter is to expressly prohibit the establishment of commercial cannabis uses in the city. The City Council finds that prohibitions on commercial cannabis activity are necessary for the preservation and protection of the public health, safety and welfare of the city. The prohibition of such uses is within the authority conferred upon the City Council by state law and is an exercise of its police powers to enact and enforce regulations for the public health, safety and welfare of the city. This chapter is also intended to apply reasonable regulations to the personal cultivation of cannabis that is authorized under state law. Nothing in this chapter shall be interpreted to conflict with state law, including without limitation the Compassionate Use Act, the Control, Regulate, and Tax Adult Use of Marijuana Act (AUMA) and the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), as may be amended.

(Ord. 1272, passed 12-4-17)

§ 16.41.020 ~~§ 16.79.020~~ DEFINITIONS.

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

(A) ~~(A)~~ "***CANNABIS***" or "***MARIJUANA***" shall mean all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds, or resin. "***CANNABIS***" or "***MARIJUANA***" also means the separated resin, whether crude or purified, obtained from Cannabis. "***CANNABIS***" or "***MARIJUANA***" also includes cannabis that is used for medical, non-medical, or other purposes. "***CANNABIS***" or "***MARIJUANA***" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or case, or the sterilized seed of the plant which is incapable of germination. "***CANNABIS***" or "***MARIJUANA***" also does not include industrial hemp, as defined in California and has the same definition as Cal. Health and Safety Code ~~§~~ 11018.5.

(B) ~~(B) "~~"***CANNABIS/MARIJUANA ACCESSORIES***~~"~~" means any equipment, products or materials of any kind which is intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, smoking, vaporizing, or containing Cannabis, or for ingesting, inhaling, or otherwise introducing Cannabis or Cannabis products into the human body.

(C) ~~(C) "~~"***CANNABIS/MARIJUANA PRODUCT***~~"~~" means Cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated Cannabis, or an edible or topical product containing Cannabis or concentrated Cannabis and other ingredients.

(D) ~~(D) "~~"***CANNABIS TESTING LABORATORY***~~"~~" means a laboratory, facility, or entity that offers or performs tests of both adult use and medical cannabis or cannabis products and that is both of the following: (1) accredited by an accrediting body (i.e. International Organization for Standardization (ISO)) that is independent from all other persons involved in commercial cannabis activity in the state, and (2) is licensed by the Bureau of Cannabis Control.

(E) ~~(E)~~ "***COMMERCIAL CANNABIS ACTIVITY***" means cultivation, manufacture, processing, storing, labeling, transporting, distribution, delivery or sale of cannabis or a cannabis product for medical, non- medical, or any other purpose and includes the activities of any business licensed by the state or other government entity under Division 10 of the Cal. Bus. and Prof. Code, or any provision of state law that regulates the licensing of cannabis businesses. This definition includes operation of a dispensary, mobile marijuana dispensary and cannabis delivery activities. This definition does not include Cannabis testing laboratories.

(F) ~~(F) "~~"***CONCENTRATED CANNABIS***~~"~~" means manufactured cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the ~~product's~~product's potency. ~~"~~"***CONCENTRATE***~~"~~" includes resin from granular trichomes from a Cannabis plant.

(G) ~~(G) "~~"***CULTIVATION OF CANNABIS***~~"~~" or ~~"~~"***CANNABIS CULTIVATION***~~"~~" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

(H) ~~(H)~~ "***DELIVERY***" means the commercial transfer of cannabis or cannabis products to a customer. ~~"~~ "***DELIVERY***" also includes the use by a retailer of any technology platform owned and controlled by the retailer. The term "***DELIVERY***" does not include the distribution of cannabis from a mobile marijuana dispensary.

(I) ~~(I)~~ "***DISPENSARY***" means a facility where Cannabis, Cannabis products, or devices for the use of Cannabis or Cannabis products are offered, either individually or in any combination, for retail sale, including an establishment that delivers Cannabis and Cannabis products as part of a retail sale.

(J) ~~(J) "~~"***DISTRIBUTION***~~"~~" means the procurement, sale, and transport of cannabis and cannabis products between entities licensed under Division 10 of the Cal. Bus. and Prof. Code, as they may be amended from time to time.

(K) ~~(K) "~~"***FULLY-ENCLOSED ACCESSORY STRUCTURE***~~"~~" means a structure or part of a structure not exceeding 12 feet in height, which is physically detached from the main building on the lot and the use of which is incidental to that of the main building or use on the same lot. A structure that is incorporated within the continuous roofline of the primary structure is part of the primary structure and is therefore exempt from this definition.

(L) ~~(L) "~~"***MANUFACTURE CANNABIS***~~"~~" means to compound, blend, extract, infuse, or otherwise prepare a Cannabis product.

(M) ~~(M) "~~"***MAUCRSA***~~"~~" means the Medicinal and Adult-Use Cannabis Regulation and Safety Act as codified in Division 10 of the Cal. Bus. and Prof. Code, as the same may be amended from time to time.

(N) ~~(N) "~~"***MOBILE MARIJUANA DISPENSARIES***~~"~~" means any dispensary, clinic, cooperative, association, club, business, or group which transports or delivers, or arranges the transportation or delivery, of medical Cannabis to a person or conducts sales of Cannabis from a non-fixed location.

(O) ~~(O) "~~"***PERSON***~~"~~" means any individual, firm, corporation, association, club, society, or other organization. The term person shall include any owner, manager, proprietor, employee, volunteer or salesperson.

(P) ~~(P) "~~"***PERSONAL CANNABIS CULTIVATION***~~"~~" means Cannabis cultivation of six or fewer live Cannabis plants within a single private residence or a fully-enclosed accessory structure that is accessory to a private residence in accordance with Cal. Health & Safety Code ~~§~~ 11362.2.

(Q) ~~(Q) "~~"***PRIVATE RESIDENCE***~~"~~" means a house, an apartment unit, condominium, or other similar dwelling that is lawfully used as a residence.

(Ord. 1262, passed 2-1-16; Am. Ord. 1272, passed 12-4-17)

§ 16.41.030 ~~§ 16.79.030~~ PROHIBITION.

(A) ~~(A)~~ Commercial cannabis activities of all types are expressly prohibited in all zones in the city. No person shall establish, operate, conduct, or allow, a commercial cannabis activity anywhere in the city. To the extent that this prohibition conflicts with any other provision of this code, this prohibition shall control.

(B) ~~(B)~~ Mobile marijuana dispensaries are prohibited in all zones within the city. No person shall:

(1) ~~(1)~~ Locate, operate, own, suffer, allow to be operated or abide, abet or assist in the operation of any mobile marijuana dispensary within the city;

(2) ~~(2)~~ Deliver marijuana to any location within the city from a mobile marijuana dispensary, regardless of where the mobile marijuana dispensary is located, or engage in any operation for this purpose; or

(3) ~~(3)~~ Deliver any medical cannabis product, including, but not limited to: tinctures, baked goods, or other consumable products, to any location within the city from a mobile marijuana dispensary, regardless of where the mobile marijuana dispensary is located, or engage in any operation for this purpose.

(C) ~~(C)~~ This section is meant to prohibit all activities for which a state license is required. Accordingly, the city shall not issue any permit, license, or other entitlement for any activity for which a

state license is required under the MAUCRSA. The city shall also not issue any local license for any activity for which a state license is required under the MAUCRSA to a non-profit entity pursuant to Cal. Bus. and Prof. Code § 26070.5.

(D) ~~(D)~~ To the extent not already prohibited above, all deliveries of Cannabis or Cannabis products, to or from any location in the city are expressly prohibited. No person shall conduct or perform any delivery of any Cannabis or Cannabis products which delivery either originates or terminates within the city. This section shall not prohibit any person from transporting Cannabis through the jurisdictional limits of the city for delivery or distribution to a person located outside the city, where such transport does not involve delivery or distribution within the jurisdictional limits of the city.

(E) ~~(E)~~ To the extent not already prohibited above, cultivation of Cannabis for noncommercial purposes, including cultivation by a qualified patient or primary caregiver as those terms are defined in state law, is expressly prohibited in all zones in the city. No person shall cultivate any amount of Cannabis in the city, even for medicinal purposes, except for personal Cannabis cultivation in accordance with § 16.79.040 below, and where the city is preempted by federal or state law from enacting a prohibition on such activity.

(F) ~~(F)~~ This section does not prohibit Cannabis testing laboratories, which are laboratories and permitted in all zones where laboratories are permitted.

(Ord. 1262, passed 2-1-16; Am. Ord. 1272, passed 12-4-17)

§ 16.41.040 ~~§ 16.79.040~~ PERSONAL CANNABIS CULTIVATION PERMIT.

(A) ~~(A)~~ *Permit required*. Prior to commencing any personal Cannabis cultivation, the person(s) owning, leasing, renting, occupying, or having charge or possession of any legal parcel or premises where personal Cannabis cultivation is proposed to occur must register for a personal Cannabis cultivation permit with the city. No person shall engage in personal marijuana cultivation unless that person has a current valid personal Cannabis cultivation permit from the city, pursuant to this chapter.

(B) ~~(B)~~ *Personal Cannabis cultivation application*. An applicant shall submit a complete personal Cannabis cultivation application to the Director on a form provided by the city, and proof of payment of the permit fee, in an amount set by resolution of the City Council. Within 30 calendar days of receiving the application, the Director shall either accept the application for processing, or return the application to the applicant with a written description of the reasons for rejection of the application. The cultivation application shall include the following information:

(1) ~~(1)~~ The property address where the Cannabis will be cultivated;

(2) ~~(2)~~ The name and age of each person owning, leasing, occupying or having charge of any legal parcel or premises where Cannabis will be cultivated;

(3) ~~(3)~~ The name and age of each person who will participate in the Cannabis cultivation;

(4) ~~(4)~~ Property owner acknowledgment of personal Cannabis cultivation at the subject property, affirmed under penalty of perjury, if the property owner is different from the applicant;

(5) ~~(5)~~ A cultivation plan which includes a scaled property site plan and a scaled diagram of the floor plan within the residence or fully-enclosed accessory structure to be used for personal cultivation at the personal Cannabis cultivation site, and an itemized list of measures taken to comply with the provisions of this section including, but not limited to, odor control, security, electrical and building and safety provisions, as well as any Cannabis accessories that will be used for personal Cannabis cultivation; and

(6) ~~(6)~~ A signed consent form authorizing city staff, including the Fire and Police Department, the authority to conduct an inspection of the site used for the personal cultivation of Cannabis, upon 24-hours' notice for the purpose of verifying compliance with this chapter.

(C) ~~(C)~~ *Application approval*. Upon verification of the information described in division (B), above, the Director shall issue a notice of decision of a personal marijuana cultivation permit within 60 calendar days, pursuant to the following findings:

(1) ~~(1)~~ The applicant meets all the requirements of this section, and any regulations promulgated under this chapter.

(2) ~~(2)~~ The applicant for the permit and the personal Cannabis cultivation site are both in compliance with state law, including but not limited to, Cal. Health and Safety Code §~~§~~ 11362.1, 11362.2 and 11362.3, as may be amended.

(D) ~~(D)~~ *Permits not transferable*. A personal Cannabis cultivation permit issued pursuant to this chapter is non-transferable and is specific to the permit holder and the private residence or fully-enclosed accessory structure for which it is issued.

(E) ~~(E)~~ *Permit renewal.* A personal Cannabis cultivation permit issued under this chapter shall automatically expire one year after the notice of decision. Permit renewal shall be requested through compliance with the procedures for issuance of a permit as provided in this section. An applicant for a permit renewal shall be required to pay a permit renewal fee in an amount to be set by resolution of the City Council. However, an applicant for permit renewal shall not be required to submit a new cultivation plan (pursuant to division (B)(5) above), provided the personal Cannabis cultivation site follows the original cultivation plan and the permit holder is not engaged in additional or expanded Cannabis cultivation, as affirmed in the renewal form. Renewal applications must be received at least 30 calendar days prior to such expiration.

(F) ~~(F)~~ *Permit revocation*. Permits issued under this section may be revoked by the Director, following notice to the permit holder and an opportunity to submit written comments on the proposed revocation, upon making any of the following findings:

(1) ~~(1)~~ The permit was issued in error or the cultivation plan (pursuant to division (B)(5) above) included incorrect information;

(2) ~~(2)~~ The Cannabis cultivated at the personal cultivation site has been sold or used for any commercial activity which is prohibited under this chapter, or any other use or activity has occurred that is prohibited by Cal. Health and Safety Code §~~§~~ 11362.1, 11362.2 or 11362.3, as may be amended;

(3) ~~(3)~~ Violation of any of the provisions of this chapter has occurred at the Cannabis cultivation site;

(4) ~~(4)~~ The personal Cannabis cultivation site has become a public nuisance or has been operated in a manner constituting a public nuisance;

(5) ~~(5)~~ The Cannabis cultivation is not in compliance with the conditions of the permit; or

(6) ~~(6) (a)~~ (a) The permit holder has engaged in an activity for which the personal Cannabis cultivation permit could have been denied originally.

(b) ~~(b)~~ *Appeals*. The applicant may appeal the ~~Director's~~Director's decision on an application, renewal or revocation of a personal Cannabis cultivation permit to the Planning Commission and the Planning ~~Commission's~~Commission's decision to the City Council, pursuant to Chapter 16.206 of the code. An appeal of a decision on a personal Cannabis cultivation permit is not timely if not filed within 15 days of the date of the notice of the ~~Director's~~Director's (or Planning ~~Commission's~~Commission's) decision.

(G) ~~(G) (1)~~ (1) Personal Cannabis cultivation is only permitted when all of the following conditions and standards are met:

(2) ~~(2)~~ Generally:

(a) ~~(a)~~ *Residence*. Personal Cannabis cultivation is permitted only on parcels with residential units where the personal Cannabis cultivation permit holder resides full-time. Personal Cannabis cultivation permit holders shall not participate in personal Cannabis cultivation in more than one location within the city. Personal Cannabis cultivation activities may only occur within a residential unit, garage or fully-enclosed accessory structure.

(b) ~~(b)~~ *Visibility*. From the public right-of-way, there shall be no exterior evidence of personal Cannabis cultivation. All personal Cannabis cultivation authorized by this section shall be conducted inside a private residence or within a fully-enclosed accessory structure.

(c) ~~(c)~~ *Security*. Any structure used for personal Cannabis cultivation shall be secured with locks to prevent unauthorized entry and/or theft, and remain secure at all times.

(d) ~~(d)~~ *Code compliance*. The personal Cannabis cultivation area shall not adversely affect the health or safety of the nearby residents by creating dust, glare, excessive light, heat, noise, noxious gases, odors, smoke, traffic, vibration, or other impacts, and shall not be hazardous due to the use of storage of materials, processes, products or waste. The cultivation area shall be in full compliance with the city Building Code, Electrical Code, Mechanical Code, Plumbing Code, and Fire Code.

(e) ~~(e)~~ *Number of plants*. Cultivation shall not exceed six living marijuana plants of any size per private residence.

(f) ~~(f)~~ *Cultivation area*. Personal marijuana cultivation must occur within a cumulative area totaling no larger than 100 square feet.

(g) ~~(g)~~ *Ventilation*. Any multi-family dwelling used for personal marijuana cultivation must have a ventilation and filtration system installed in the dwelling unit that shall prevent marijuana plant odors from exiting the interior of the unit, and shall comply with all applicable building code regulations, including obtaining all required permits and approvals for the ventilation and filtration system. Personal Cannabis cultivation shall not create humidity or mold within the private residence or fully-enclosed accessory structure in violation of the Building Code, as adopted by the city, or the ~~city's~~city's health and safety regulations, as codified in Chapter 150 Building Regulations of the city municipal code.

(h) ~~(h)~~ *Residential structure*. The primary residence shall, at all times, maintain a kitchen, bathroom, and primary bedroom(s) for their intended purpose, and shall not be used for Cannabis cultivation where such cultivation will prevent their primary use for cooking of meals, sleeping, and bathing.

(i) ~~(i)~~ *Accessory structure*. A fully-enclosed accessory structure, as defined herein, shall be located within the rear yard area of any legal parcel or premises. The structure shall maintain a minimum setback of 10-feet from any property line and the marijuana plants shall not be visible from outside the structure.

(H) ~~(H)~~ Upon 24-hours~~'~~ notice, the city may conduct an inspection of the private residence or fully enclosed accessory structure used for personal Cannabis cultivation for the purpose of verifying compliance with this chapter.

(Ord. 1272, passed 12-4-17)

§ 16.41.050 ~~§ 16.79.050~~ ADMINISTRATIVE REGULATIONS.

The City Manager and his/her designee is hereby authorized to promulgate and enforce administrative regulations in the implementation and enforcement of this chapter.

(Ord. 1272, passed 12-4-17)

§ 16.41.060 ~~§ 16.79.060~~ VIOLATIONS.

In addition to any other remedy available under law, violations of this subchapter are subject to the administrative citations and penalties provisions in Title 1, Chapter 14, of this code.

(Ord. 1262, passed 2-1-16; Am. Ord. 1272, passed 12-4-17)

§ 16.41.070 ~~§ 16.79.070~~ PUBLIC NUISANCE.

Any use or condition caused, or permitted to exist, in violation of any provisions of this subchapter shall be, and hereby is declared to be, a public nuisance and may be summarily abated by the city pursuant to Code of Civil Procedure section 731 or any other remedy available to the city.

(Ord. 1262, passed 2-1-16; Am. Ord. 1272, passed 12-4-17)

CHAPTER 16.42: ~~CHAPTER 16.80:~~ SUBDIVISION REGULATIONS

Section

Division 1: General Provisions

~~16.80.010~~ 16.42.010 Purpose and intent

~~16.80.020~~ 16.42.020 Definitions

~~16.80.030~~ 16.42.030 Applicability and exemptions

~~16.80.040~~ 16.42.040 Modification of requirements

~~16.80.050~~ 16.42.050 Maps required

~~16.80.060~~ 16.42.060 Fees and deposits

~~16.80.070~~ 16.42.070 Plan checking and inspection costs for revisions

Division 1: Tentative Maps

~~16.80.080~~ 16.42.080 Application requirements

~~16.80.090~~ 16.42.090 Filing and initial review

~~16.80.100~~ 16.42.100 Notifying other agencies

~~16.80.110~~ 16.42.110 School district notification

~~16.80.120~~ 16.42.120 Development review

~~16.80.130~~ 16.42.130 Planning Commission review and action

~~16.80.140~~ 16.42.140 City Council review and action

~~16.80.150~~ 16.42.150 Time limit for taking action

~~16.80.160~~ 16.42.160 Required findings

~~16.80.170~~ 16.42.170 Mandatory denial

~~16.80.180~~ 16.42.180 Additional findings for denial

~~16.80.190~~ 16.42.190 Denials under California Land Conservation Act of 1965

~~16.80.200~~ 16.42.200 Conditions of approval

~~16.80.210~~ 16.42.210 Finality of action

~~16.80.220~~ 16.42.220 Changes to an approved tentative map or conditions

~~16.80.230~~ 16.42.230 Expiration and extensions of time

Division 2: Vesting Tentative Maps

~~16.80.240~~ 16.42.240 Applicability

~~16.80.250~~ 16.42.250 Application requirements

~~16.80.260~~ 16.42.260 Processing vesting tentative maps

~~16.80.270~~ 16.42.270 Finality of action

~~16.80.280~~ 16.42.280 Development rights vested

~~16.80.290~~ 16.42.290 Expiration of vested rights on recorded map

~~16.80.300~~ 16.42.300 Building permit applications and vested rights

Division 3: Parcel Map

~~16.80.310~~ 16.42.310 When required

~~16.80.320~~ 16.42.320 Waiver of parcel map

~~16.80.330~~ 16.42.330 Parcel map waivers - Application and processing

~~16.80.340~~ 16.42.340 Parcel map waivers - Required findings

~~16.80.350~~ 16.42.350 Parcel map waivers - Certificate of Compliance

~~16.80.360~~ 16.42.360 Parcel map waivers - Time expirations and extensions

~~16.80.370~~ 16.42.370 Parcel map filing requirements

~~16.80.380~~ 16.42.380 Review of parcel map

~~16.80.390~~ 16.42.390 Parcel maps - City Council action

~~16.80.400~~ 16.42.400 Recordation of parcel map - Effect

Division 4: Final Maps

~~16.80.410~~ 16.42.410 Final Map - Time for filing

~~16.80.420~~ 16.42.420 Survey required

~~16.80.430~~ 16.42.430 Final map - Form and content

~~16.80.440~~ 16.42.440 Approval by City Council

~~16.80.450~~ 16.42.450 Final Map recordation

~~16.80.460~~ 16.42.460 Circumstances under which corrections and amendments can be made

~~16.80.470~~ 16.42.470 Additional circumstances

Division 5: Certificates of Compliance

~~16.80.480~~ 16.42.480 Filing

~~16.80.490~~ 16.42.490 Review of application and decision
~~16.80.500~~ 16.42.500 Conditional Certificate of Compliance
~~16.80.510~~ 16.42.510 Effect of Conditional Certificate of Compliance
~~16.80.520~~ 16.42.520 Information required on Certificate of Compliance
~~16.80.530~~ 16.42.530 Certificates of Compliance for multiple parcels

Division 6: Lot Line Adjustments

~~16.80.540~~ 16.42.540 Filing
~~16.80.550~~ 16.42.550 Review and processing
~~16.80.560~~ 16.42.560 Action
~~16.80.570~~ 16.42.570 Finalization of adjustment

Division 7: Reversion to Acreage

~~16.80.580~~ 16.42.580 Initiation
~~16.80.590~~ 16.42.590 Filing
~~16.80.600~~ 16.42.600 Processing
~~16.80.610~~ 16.42.610 City Council action
~~16.80.620~~ 16.42.620 Required findings
~~16.80.630~~ 16.42.630 Finality of action

Division 8: Mergers

~~16.80.640~~ 16.42.640 Conditions under which a merger can be required
~~16.80.650~~ 16.42.650 Notice of Intention to merge parcels
~~16.80.660~~ 16.42.660 Planning Commission review and action
~~16.80.670~~ 16.42.670 Determination when no hearing is requested
~~16.80.680~~ 16.42.680 Finality of action

Division 9: Condominium Conversions

~~16.80.690~~ 16.42.690 Applicability
~~16.80.700~~ 16.42.700 Filing and processing
~~16.80.710~~ 16.42.710 Completion of conversion

Division 10: Subdivision Improvements

~~16.80.720~~ 16.42.720 Conformance with city plans and standards
~~16.80.730~~ 16.42.730 Connections to existing streets
~~16.80.740~~ 16.42.740 Subdivision access to public street
~~16.80.750~~ 16.42.750 Parcel access
~~16.80.760~~ 16.42.760 Private streets

~~16.80.770~~ 16.42.770 Street design and improvement

~~16.80.780~~ 16.42.780 Alleys

~~16.80.790~~ 16.42.790 Drainage

~~16.80.800~~ 16.42.800 Lot patterns

~~16.80.810~~ 16.42.810 Grading and use of natural topography

~~16.80.820~~ 16.42.820 Sidewalks, parkways and trails

~~16.80.830~~ 16.42.830 Street lighting

~~16.80.840~~ 16.42.840 Improvements - General

~~16.80.850~~ 16.42.850 Streets

~~16.80.860~~ 16.42.860 Drainage facilities

~~16.80.870~~ 16.42.870 Undergrounding of utilities

~~16.80.880~~ 16.42.880 Water and sewer service

~~16.80.890~~ 16.42.890 Landscaping

~~16.80.900~~ 16.42.900 Utility easements

~~16.80.910~~ 16.42.910 Cable access

~~16.80.920~~ 16.42.920 Monuments

~~16.80.930~~ 16.42.930 Supplemental improvements

~~16.80.940~~ 16.42.940 Security and agreements

~~16.80.950~~ 16.42.950 Securities and special assessments

~~16.80.960~~ 16.42.960 Right-of-way dedication

~~16.80.970~~ 16.42.970 Parkland dedication and fees

~~16.80.980~~ 16.42.980 Bicycle paths and trails

~~16.80.990~~ 16.42.990 Transit facilities

Division 11: Fees

~~16.80.991~~ 16.42.991 Bridge and major thoroughfare fees

~~16.80.992~~ 16.42.992 Supplement size, capacity or number required

~~16.80.993~~ 16.42.993 Reimbursement agreement

~~16.80.994~~ 16.42.994 Method of reimbursement

~~16.80.995~~ 16.42.995 Reimbursement for drainage and sanitary sewer facilities

~~16.80.996~~ 16.42.996 Reimbursement for bridges or major thoroughfares

~~16.80.997~~ 16.42.997 Fees established by resolution

~~16.80.998~~ 16.42.998 Payment of fees required

~~16.80.999~~ 16.42.999 In-lieu considerations

DIVISION 1: GENERAL PROVISIONS

§ 16.42.010 ~~§ 16.80.010~~ PURPOSE AND INTENT.

This article is adopted pursuant to the provisions of the Subdivision Map Act set forth in Cal. Gov't Code ~~§~~§66410 et seq. for the purpose of regulating and controlling the design and improvement of subdivisions within the City of Santa Paula. Such regulation is required to promote the public health, safety, and welfare; to ensure orderly growth and development; encourage appropriate land use; and assist with preserving property value. The regulations set forth in this article are intended to supplement the Act and must be used in conjunction with the regulations set forth in the Act for all activities associated with subdividing land within the ~~city's~~city's jurisdiction. Nothing in this article is intended to supersede the Act and the Act prevails over any conflicting part of this article.

(Ord. 1102, passed 6-7-04)

§ 16.42.020 ~~§ 16.80.020~~ 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 given a meaning by this article have the meaning set forth in this title and the Act.

ACT means the Subdivision Map Act as set forth in Cal. Gov't Code ~~§~~§66510 et seq. and any subsequently adopted amendments or successor statutes. Unless specified otherwise, all citations in this article to an unspecified code are to the California Government Code.

CEQA means, collectively, the California Environmental Quality Act (Cal. Pub. Res. Code ~~§~~§21000 et seq.), the regulations promulgated thereunder (14 Cal. Code of Regs. §~~§~~ 15000 et seq., the ~~"~~"CEQA Guidelines~~"~~"), and the ~~city's~~city's Environmental Guidelines.

CONDOMINIUM CONVERSION PROJECT means the division of real property into common interest, the establishment of a community apartment project, or the conversion of five or more existing dwelling units to a stock cooperative as set forth in Cal. Civ. Code ~~§~~ 1351.

CONSTRUCTION includes, without limitation, design, acquisition of right-of-way, administration of construction contracts and actual construction.

DIRECTOR means the ~~Planning~~ Director, or designee.

ENGINEER means the City Engineer, or designee.

LOT LINE ADJUSTMENT means an adjustment of an existing lot line between four or fewer adjoining parcels where the land taken from one parcel is added to an adjoining parcel and a greater number of parcels than originally existed is not created.

PLANNING COMMISSION may be used interchangeably with ~~"~~"Advisory Agency~~"~~" as defined in the Act.

(Ord. 1102, passed 6-7-04)

§ 16.42.030 ~~§ 16.80.030~~ APPLICABILITY AND EXEMPTIONS.

(A) ~~(A)~~ Unless exempt, land subdivisions require one of the following:

(1) ~~(1)~~ A tentative map or vesting tentative map;

(2) ~~(2)~~ A Final Map; or

(3) ~~(3)~~ A parcel map.

(B) ~~(B)~~ In accordance with Cal. Gov't Code ~~§~~ 66412, this article does not apply to the following:

(1) ~~(1)~~ Leases of agricultural land for agricultural purposes.

(2) ~~(2)~~ Leases of land exclusively for the placement and operation of cellular radio transmission facilities. Establishing such facilities is subject to the ~~city's~~city's discretionary approval.

(3) ~~(3)~~ Leases of land or granting of easements in conjunction with financing; erecting; and sale or lease of wind-powered electrical generation devices. Establishing such facilities is subject to the ~~city's~~city's discretionary approval.

(4) ~~(4)~~ Financing or leasing of apartments, offices, stores, or similar spaces within apartment buildings, industrial buildings, commercial buildings, or mobile home parks.

(5) ~~(5)~~ Financing or leasing any parcel of land, or portion thereof, in conjunction with construction of commercial or industrial buildings on a single parcel, or the financing or leasing of existing separate commercial or industrial buildings on a single parcel.

(6) ~~(6)~~ Mineral, oil, or gas leases.

(7) ~~(7)~~ Land dedicated for cemetery purposes under the Cal. Health & Safety Code.

(8) ~~(8)~~ Any separate assessment under Cal. Rev. and Tax. Code ~~§~~ 2188.7.

(9) ~~(9)~~ Conversion of a community apartment project or stock cooperative, as defined, respectively, in Cal. Bus. and Prof. Code §~~§~~ 11004 and 11003.2, to a condominium, as defined in Cal. Civ. Code ~~§~~ 783, unless a parcel or Final Map was approved by the City Council, and only if the requirements specified in Cal. Gov't Code ~~§~~ 66412(g) and (h) are met.

(10) ~~(10)~~ Subdivisions of four or fewer parcels for constructing removable commercial buildings having a floor area of less than 100 square feet.

(11) ~~(11)~~ Construction, financing, or leasing of second dwelling units as authorized by Cal. Gov't Code §~~§~~ 65852.1 and 65852.2.

(Ord. 1102, passed 6-7-04)

§ 16.42.040 ~~§ 16.80.040~~ MODIFICATION OF REQUIREMENTS.

(A) ~~(A)~~ The Planning Commission may modify the requirements of this article for a specific application when, in its opinion, the land involved in the subdivision is of such size and shape, or is subject to such title limitations, or is affected by such topographical location or conditions, or is to be devoted to such use that it is impossible or impractical for the subdivider to fully conform to the regulations contained in this article.

(B) ~~(B)~~ Such modification may be made only as reasonably necessary or expedient, provided modification ensures conformity with the spirit and purpose of the Act and this title.

(C) ~~(C)~~ Any request for a modification must be made in conjunction with a subdivision application and be reviewed by the Planning Department before a recommendation is made to the Planning Commission.

(Ord. 1102, passed 6-7-04)

§ 16.42.050 ~~§ 16.80.050~~ MAPS REQUIRED.

(A) ~~(A)~~ A tentative and final map is required for all subdivisions creating five or more parcels, five or more condominiums, a community apartment project containing five or more parcels, or for conversion of a dwelling to a stock cooperative containing five or more dwelling units, except where:

(1) ~~(1)~~ The land before division contains less than five acres, each parcel created by the division abuts upon a maintained public street or highway and no dedications or improvements are required by the legislative body;

(2) ~~(2)~~ Each parcel created by the division has a gross area of 20 acres or more and has an approved access to a

maintained public street or highway;

(3) ~~(3)~~ The land consists of a parcel or parcels of land having approved access to a public street or highway which comprises part of a tract of land zoned for industrial or commercial development, and which has the approval of the governing body as to street alignments and widths; or

(4) ~~(4)~~ Each parcel created by the division has a gross area of not less than 40 acres or is not less than a quarter of a quarter section.

(B) ~~(B)~~ A tentative and final map is required for subdivisions (to which this article applies) that create four or less parcels; lot line adjustments; and those subdivisions described above, except that the parcel map requirement may be waived as provided in this article.

Deleted: parcel

(Ord. 1102, passed 6-7-04; Am. Ord. 1172, passed 7-2-07)

§ 16.42.060 ~~§ 16.80.060~~ FEES AND DEPOSITS.

All persons submitting maps as required by this article must pay all fees and deposits as provided by City Council resolutions establishing fees and deposits.

(Ord. 1102, passed 6-7-04)

§ 16.42.070 ~~§ 16.80.070~~ PLAN CHECKING AND INSPECTION COSTS FOR REVISIONS.

Costs incurred by the city for the checking of plans or calculations or inspection as a result of revisions to the approved plans must be borne by the subdivider at actual cost. The city may require a deposit to be applied toward actual costs.

(Ord. 1102, passed 6-7-04)

DIVISION 1: TENTATIVE MAPS

§ 16.42.080 ~~§ 16.80.080~~ APPLICATION REQUIREMENTS.

At a minimum, each tentative map submitted to the city must contain the following information:

(A) ~~(A)~~ The tract number of a subdivision.

(B) ~~(B)~~ The date, north arrow, and scale.

(C) ~~(C)~~ A sufficient legal description of the land to define the boundaries of the proposed division of land.

(D) ~~(D)~~ A key map indicating the location of the proposed division of land in relation to the surrounding area.

(E) ~~(E)~~ The name and address of the record owner, the subdivider, and the civil engineer or licensed surveyor under whose direction the map was prepared, including the registration number of the engineer or surveyor and the names and addresses of all operators of the utility systems of the subdivision.

(F) ~~(F)~~ The existing topography of land proposed to be divided using contour intervals as follows:

(1) ~~(1)~~ One foot when the slope of the ground is less than 5%;

(2) ~~(2)~~ Two feet when the slope of the ground is between 5% and 10%;

(3) ~~(3)~~ Five feet when the slope of the ground is between 10% and 25%; and

(4) ~~(4)~~ Ten feet when the slope of the ground is greater than 25%.

(G) ~~(G)~~ At least every fifth contour of topography described above must be clearly labeled and indicated so as to be distinctive. Contours of adjacent land must also be shown whenever the surface features of such land affect the design and/or improvement of the proposed division. The tentative map must contain a statement by the person preparing the map stating the source of information used to develop the contours shown on the map.

(H) ~~(H)~~ The approximate location and outline to scale of each building or structure on the property proposed for division. Buildings or structures on adjacent property must also be shown if such buildings or structures affect the design of the proposed subdivision. Each building shown must be identified by house number or other identifying feature, including a notation on each building, structure, fence, wall, tree row, and land use to be retained.

(I) ~~(I)~~ The approximate location of all areas subject to inundation or storm water overflow and the location, width, and direction of flow of each watercourse and existing flood control district channels within ~~½~~1/2 mile of the exterior boundaries of the subdivision.

(J) ~~(J)~~ Descriptions of the proposed source of water supply and the proposed method of sewage disposal.

(K) ~~(K)~~ A proposed method, and plan for storm water disposal in accordance with the Ventura County Storm Water Urban Impact Mitigation Plan (~~"~~"SQUIMP~~"~~") requirements.

(L) ~~(L)~~ The approximate location of each area covered by trees, with a statement of the nature of the cover and the kind and approximate location of all trees standing within the boundaries of proposed public rights-of-way.

(M) ~~(M)~~ The location, width, approximate grade, and curb radii of all existing and proposed streets and highways within and adjacent to the proposed subdivision.

(N) ~~(N)~~ The width, purpose, and approximate location of all existing and proposed easements or rights-of-way, whether public or private, within and adjacent to the proposed subdivision, as well as the approximate radius and arc length of each centerline curve.

(O) ~~(O)~~ The approximate lot layout and the approximate dimensions and net area of each lot and building site. Engineering data must show the approximate finished grading of each lot, the preliminary design of all grading, the elevation of proposed building pads, the top and toe of cut and fill slopes to scale, and the number of each lot. All lot lines must be located at the top of the slopes.

(P) ~~(P)~~ The proposed areas for public use.

(Q) ~~(Q)~~ The angle of intersecting streets or highways if such angle deviates from a right angle by more than four degrees.

(R) ~~(R)~~ The location of all cut and fill slopes, or a separate grading plan.

(S) ~~(S)~~ Each street shown by its actual street name or by a temporary name or letter for purpose of identification until the proper name of such street is determined.

(T) ~~(T)~~ The name or names of any geologist or soils engineer whose services were required in the preparation of the design of the tentative map.

(U) ~~(U)~~ A geologic soils report prepared by a civil engineer, registered by the State of California, based upon adequate test borings or excavations, unless the Engineer or designee determines that, due to information the Engineer has regarding the qualities of the soil of such subdivision or lot, no preliminary analysis is necessary.

(1) ~~(1)~~ If the preliminary soil report indicates the presence of critically expansive soils or other soil problems which, if not corrected, would lead to structural defects, the person filing the tentative map must submit a soils investigation of each lot within the subdivision, prepared by a California-registered civil engineer, who must recommend corrective action likely to prevent structural damage to each dwelling proposed to be constructed on the expansive soil.

(2) ~~(2)~~ The Engineer, or designee, must approve the soils investigation if determined that the recommended action is likely to prevent structural damage to each dwelling to be constructed and must require that the approved recommended action be incorporated in the construction of each dwelling as a condition to the issuance of a building permit.

(V) ~~(V)~~ A geologic hazards report, if the Engineer finds that a written geological hazards report is necessary to determine whether the property to be divided is subject to an existing or potential geological hazard. Such report is prepared by a registered engineering geologist and must state:

(1) ~~(1)~~ Whether the proposed plan is feasible;

(2) ~~(2)~~ Proposed solutions for all known hazardous conditions or problems;

(3) ~~(3)~~ The location and lot numbers of any test borings;

(4) ~~(4)~~ The effect of the geology on the proposed development and on adjacent properties; and

(5) ~~(5)~~ A description of specific locations in which development may create hazardous conditions.

(W) ~~(W)~~ Through the application review process, the Engineer or Director may require that additional information be included on the tentative map to provide important or necessary disclosures or other information.

(Ord. 1102, passed 6-7-04)

§ 16.42.090 ~~§ 16.80.090~~ FILING AND INITIAL REVIEW.

(A) ~~(A)~~ Tentative maps must be filed with the Director on forms provided by the Planning Department and in accordance with procedures established by that Department.

(B) ~~(B)~~ The Director and Engineer will preliminarily review the tentative map application for completeness and required compliance with CEQA. Within 30 days after receiving a tentative map application, the Director must inform the applicant in writing whether the application is deemed complete.

(Ord. 1102, passed 6-7-04)

§ 16.42.100 ~~§ 16.80.100~~ NOTIFYING OTHER AGENCIES.

The Director must send notice of the tentative map application to other city departments, schools, utility companies, and other agencies that may have an interest in the tentative map application for the purpose of receiving comment from those departments, companies, and agencies.

(Ord. 1102, passed 6-7-04)

§ 16.42.110 ~~§ 16.80.110~~ SCHOOL DISTRICT NOTIFICATION.

Within ten days after a tentative map is filed, the Director must send notice to the governing board of any elementary, high school or unified school district within the boundaries of which the subdivision is proposed to be located. Such notice must contain information about the location of the proposed subdivision, the number of units, density and any other information which would be relevant to the affected school district. Failure of the school district to respond within 20 days after receiving notice is deemed approval of the proposed subdivision by the school district.

(Ord. 1102, passed 6-7-04)

§ 16.42.120 ~~§ 16.80.120~~ DEVELOPMENT REVIEW.

(A) ~~(A)~~ Upon deeming an application complete, the Director must forward the tentative map and any associated applications to the Design Review Committee for review in accordance with this code.

(B) ~~(B)~~ The Design Review Committee will review and evaluate each tentative map for compliance with this title, the General Plan, any applicable Specific Plan or Planned Development, the Act, and the ~~city's~~city's development policies.

(C) ~~(C)~~ The Director will report to the Planning Commission identifying the extent to which the tentative map complies with this article and recommending that the Planning Commission approve, conditionally approve, or deny the tentative map application.

(Ord. 1102, passed 6-7-04)

§ 16.42.130 ~~§ 16.80.130~~ PLANNING COMMISSION REVIEW AND ACTION.

(A) ~~(A)~~ The Planning Commission must hold a public hearing in accordance with this chapter to consider the tentative map application.

(B) ~~(B)~~ At the conclusion of the public hearing, the Planning Commission must determine the extent to which the tentative map complies with this article and recommend to the City Council whether to approve, conditionally approve, or deny the tentative map application.

(Ord. 1102, passed 6-7-04)

§ 16.42.140 ~~§ 16.80.140~~ CITY COUNCIL REVIEW AND ACTION.

(A) ~~(A)~~ Upon receiving the Planning ~~Commission's~~Commission's recommendation, the City Clerk will schedule a public hearing before the City Council in accordance with this title.

(B) ~~(B)~~ During the hearing, in addition to any other evidence, the City Council will consider the Planning ~~Commission's~~Commission's recommendation.

(C) ~~(C)~~ At the conclusion of the public hearing, the City Council must determine the extent to which the tentative map complies with this article and approve, conditionally approve, or deny the tentative map application.

(Ord. 1102, passed 6-7-04)

§ 16.42.150 ~~§ 16.80.150~~ TIME LIMIT FOR TAKING ACTION.

All actions by the Director, Planning Commission, and City Council must occur within the time limits specified in Cal. Gov't Code §~~§~~ 66452.1 and 66452.2 and Cal. Pub. Res. Code ~~§~~ 21151.5.

(Ord. 1102, passed 6-7-04)

§ 16.42.160 ~~§ 16.80.160~~ REQUIRED FINDINGS.

(A) ~~(A)~~ In acting to approve or conditionally approve a tentative map, together with the provisions for its design and improvement, the City Council must find that the proposed subdivision is:

(1) ~~(1)~~ Consistent with the Santa Paula General Plan;

(2) ~~(2)~~ Consistent with any applicable Specific Plan or Planned Development;

(3) ~~(3)~~ Consistent with the provisions of this title;

(4) ~~(4)~~ In the interest of public health and safety; and

(5) ~~(5)~~ Is a necessary prerequisite to the orderly development of the surrounding area.

(B) ~~(B)~~ The findings apply to the entire subdivision; to each proposed parcel within the subdivision; and any designated remainder parcel.

(C) ~~(C)~~ For condominium conversions, the City Council must make the additional findings as set forth in this article.

(Ord. 1102, passed 6-7-04)

§ 16.42.170 ~~§ 16.80.170~~ MANDATORY DENIAL.

(A) ~~(A)~~ A tentative map application must be denied if the City Council finds any of the following findings consistent with Cal.

Gov't Code ~~§~~ 66474:

(1) ~~(1)~~ The proposed map, or the design or improvement of the proposed subdivision, is not consistent with the General Plan or Specific Plans as specified by Cal. Gov't Code ~~§~~ 65451;

(2) ~~(2)~~ The proposed map, or the design or improvement of the proposed subdivision, is not consistent with an applicable General Plan or Specific Plan;

(3) ~~(3)~~ The site is not physically suitable for the type of development proposed;

(4) ~~(4)~~ The site is not physically suitable for the proposed density of development proposed;

(5) ~~(5)~~ The design of the subdivision or the proposed improvements will likely cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat;

(6) ~~(6)~~ The design of the subdivision or type of improvements will likely cause serious public health or safety problems;

(7) ~~(7)~~ The design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. The City Council may approve a tentative map, however, if it finds that alternative easements will be provided, and that these will be substantially equivalent to the ones previously acquired by the public. All easements must be recorded or established by court order; or

(8) ~~(8)~~ The proposed subdivision is not consistent with all applicable provisions of this title.

(Ord. 1102, passed 6-7-04)

§ 16.42.180 ~~§ 16.80.180~~ ADDITIONAL FINDINGS FOR DENIAL.

The City Council may also deny a proposed tentative map based on any of the following findings:

(A) ~~(A)~~ The proposed subdivision is not compatible with surrounding development in terms of density, patterns of development, access, or other consideration;

(B) ~~(B)~~ The ~~city's~~city's cost of providing infrastructure support or services outweigh any benefits associated with the subdivision.

(Ord. 1102, passed 6-7-04)

§ 16.42.190 ~~§ 16.80.190~~ DENIALS UNDER CALIFORNIA LAND CONSERVATION ACT OF 1965.

(A) ~~(A)~~ The City Council may deny a proposed tentative map if the land is subject to a contract entered into pursuant to the California Land Conservation Act of 1965 (Cal. Gov't Code §~~§~~ 51200 et seq.) and the resulting parcels following a subdivision of that land would be too small to sustain their agricultural use.

(B) ~~(B)~~ For purposes of this section, land is presumed to be in parcels too small to sustain their agricultural use if the land is: less than ten acres in size in the case of prime agricultural land; or less than 40 acres in size in the case of land which is not prime agricultural land.

(C) ~~(C)~~ For purpose of this section, agricultural land is presumed to be in parcels large enough to sustain their agricultural use if the land is: at least ten acres in size in the case of prime agricultural land; or at least forty acres in size in the case of land which is not prime agricultural land.

(D) ~~(D)~~ A subdivision with parcels smaller than those specified in this section may be approved if either of the following findings are made:

(1) ~~(1)~~ The parcels can nevertheless sustain an agricultural use permitted under the contract, or are subject to a written agreement for joint management pursuant to Cal. Gov't Code ~~§~~ 51230.1, provided that the parcels which are jointly managed total at least ten acres in size in the case of prime agricultural land or 40 acres in size in the case of land which is not prime agricultural land.

(2) ~~(2)~~ One of the parcels contains a residence and is subject to Cal. Rev. and Tax. Code ~~§~~ 428; the residence has existed on the property for at least five years; the landowner has owned the parcels for at least ten years; and the remaining parcels shown on the map are at least ten acres in size if the land is prime agricultural land, or at least 40 acres in size if the land is not prime agricultural land. In such case, no other homesite parcels may be created on any remaining parcels under contract for at least ten years following the creation of a homesite parcel pursuant to this section.

(E) ~~(E)~~ This section does not apply to land subject to a contract when any of the following occurred:

(1) ~~(1)~~ A local agency formation commission approved annexation of the land to the city and the city will not succeed to the contract as provided in Cal. Gov't Code §~~§~~ 51243 and 51243.5;

(2) ~~(2)~~ Written notice of nonrenewal of the contract was served before March 7, 1985, as provided in Cal. Gov't Code ~~§~~ 51245;

(3) ~~(3)~~ Written notice of nonrenewal of the contract was served on or after March 7, 1985, as provided in Cal. Gov't Code ~~§~~ 51245, and, as a result of that notice, there are no more than three years remaining in the term of the contract;

(4) ~~(4)~~ The City Council granted tentative approval for cancellation of the contract as provided in Cal. Gov't Code ~~§~~ 51282.

(Ord. 1102, passed 6-7-04)

§ 16.42.200 ~~§ 16.80.200~~ CONDITIONS OF APPROVAL.

In acting to approve a tentative map, the City Council may impose conditions on map approval in accordance with the Act and this title to, among other things, achieve the objectives of the General Plan, ensure consistency with the provisions of this Code, and mitigate against adverse environmental impact.

(Ord. 1102, passed 6-7-04)

§ 16.42.210 ~~§ 16.80.210~~ FINALITY OF ACTION.

The decision of the City Council to approve, conditionally approve, or deny a tentative map is final and, unless otherwise specified, effective upon the date such decision is rendered.

(Ord. 1102, passed 6-7-04)

§ 16.42.220 ~~§ 16.80.220~~ CHANGES TO AN APPROVED TENTATIVE MAP OR CONDITIONS.

(A) ~~(A)~~ The following changes to an approved tentative map may be requested:

(1) ~~(1)~~ Adjustments to the locations of lot lines and improvements, provided no new lots are created.

(2) ~~(2)~~ Reduction in the number of approved lots.

(3) ~~(3)~~ Any changes to the conditions of approval.

(B) ~~(B)~~ Changes other than as set forth in this section require a new tentative map application.

(C) ~~(C)~~ A subdivider may request changes to an approved tentative map or its conditions of approval before the city records the map. Such a request must be made on forms provided by the Director and be accompanied with payment of required fees.

(D) ~~(D)~~ The application for a change to an approved tentative map or map conditions is processed in the same manner as the tentative map.

(E) ~~(E)~~ The City Council must make the following findings, as applicable, to make any proposed changes to a previously approved tentative map:

(1) ~~(1)~~ A material mistake of facts was made in the deliberations leading to the original approval; or

(2) ~~(2)~~ A change of circumstances has occurred which affects conditions related to the original approval.

(F) ~~(F)~~ Modification of an approved tentative map or its conditions of approval does not extend the time limits applicable to the filing of a Final Map.

(Ord. 1102, passed 6-7-04)

§ 16.42.230 ~~§ 16.80.230~~ EXPIRATION AND EXTENSIONS OF TIME.

(A) ~~(A)~~ Except as otherwise specified by a development agreement or pursuant to Cal. Gov't Code ~~§~~ 66452.6(a)(1), a tentative map expires 24 months after the date the map was approved.

(B) ~~(B)~~ The person filing the tentative map may request an extension, pursuant to Cal. Gov't Code ~~§~~ 66452.6(e), or stay, pursuant to Cal. Gov't Code ~~§~~ 66452.6(c) of an approved tentative map by filing a written application with the Director before the ~~map's~~map's expiration date. The application

must state the reasons for requesting the extension or stay. Such application must be filed at least fifteen (15) days before the tentative ~~map's~~map's expiration date.

(C) ~~(C)~~ The Planning Commission will either approve, conditionally approve or deny extension requests. Within 40 days after receiving an application for a stay, the Planning Commission must either approve the requested stay for a period not exceeding five years or deny the application.

(D) ~~(D)~~ Each extension of tentative map approval or conditional approval may be allowed for a period not exceeding one year from the anniversary date of the ~~map's~~map's original approval. The total time of extensions cannot exceed five years. A stay may be for the period of time during which a lawsuit involving the tentative map is or was pending in a court of competent jurisdiction, not to exceed five years. The ultimate length of the extension or stay must be consistent with the Act.

(E) ~~(E)~~ Modifications of a tentative map after approval or conditional approval cannot extend the time limits imposed by this section, unless an extension or stay is specifically granted.

(Ord. 1102, passed 6-7-04)

DIVISION 2: VESTING TENTATIVE MAPS

§ 16.42.240 ~~§ 16.80.240~~ APPLICABILITY.

A vesting tentative map may be filed for either a residential or nonresidential development project. Whenever a provision of this title or the Act requires the filing of a tentative map or parcel map, a vesting tentative map may be filed in accordance with the provisions of this division.

(Ord. 1102, passed 6-7-04)

§ 16.42.250 ~~§ 16.80.250~~ APPLICATION REQUIREMENTS.

(A) ~~(A)~~ A vesting tentative map is filed using the same form, accompanying reports, and data as a tentative map, with the following additional requirements:

(1) ~~(1)~~ Identification. At the time a vesting tentative map is filed, it must have printed conspicuously on its face the words ~~"~~"Vesting Tentative Map."

(2) ~~(2)~~ Right-of-way. The map must show proposed street widenings and extensions; existing and proposed sidewalks and curb cuts; existing and proposed fire hydrants within 300 feet of the project perimeter; and existing utility poles.

(3) ~~(3)~~ Site and buildings. Information must be provided regarding the type and use of all buildings, both existing and proposed; location of buildings to be removed; square footage of each floor, building, lot, and total project; all facilities and accessory structures related to underground utilities and street lighting; all mechanical equipment on the buildings or on the site; appropriate screening methods and materials; and the location and screening of outdoor trash and storage areas.

(4) ~~(4)~~ Parking and circulation (if applicable). Information must be provided regarding the parking spaces to be provided, with total number of spaces given; wheel stops or curb substitute; parking space striping; handicap parking; ingress and egress to include all private drives; and pedestrian walkways.

(5) ~~(5)~~ Landscaping (if applicable). Diagrams must be provided showing and identifying all existing trees; existing and proposed landscaped areas in terms of proposed plants by type, size, spacing, and number; screening of adjacent properties, if required; and square footage of common usable and private open space (patio) areas, where such is required by this title.

(6) ~~(6)~~ Floor plans. Dimensioned preliminary floor plans must be provided for each proposed use.

(7) ~~(7)~~ Building elevations, with grading. Diagrams must be provided to show two cross-section lines that clearly portray buildings and grading concepts; natural grade (dotted lines) and finished grade (solid lines); preliminary renderings of front, right side, left side, and rear elevations of all buildings; building height in feet and stories; proposed construction materials; and the proposed colors of all buildings.

(B) ~~(B)~~ Through the application review process, the Director or Engineer may require that additional information be included with the vesting tentative map to provide important or necessary disclosures or other information.

(Ord. 1102, passed 6-7-04)

§ 16.42.260 ~~§ 16.80.260~~ PROCESSING VESTING TENTATIVE MAPS.

Except as they specifically differ in this division, procedures for processing a vested tentative map are the same as for processing a tentative map including, without limitation, filing, review, notification, Planning Commission consideration, City Council approval, final decisions, changes after approval, expiration, and renewal.

(Ord. 1102, passed 6-7-04)

§ 16.42.270 ~~§ 16.80.270~~ FINALITY OF ACTION.

The decision of the City Council to approve, conditionally approve, or deny a vesting tentative map is final and, unless specified otherwise, becomes effective upon the date such decision is rendered.

(Ord. 1102, passed 6-7-04)

§ 16.42.280 ~~§ 16.80.280~~ DEVELOPMENT RIGHTS VESTED.

(A) ~~(A)~~ The approval of a vesting tentative map confers a vested right to proceed with development on recorded lots in substantial compliance with the ordinances, policies, and standards in effect on the date that the map is approved.

(B) ~~(B)~~ The city may condition or deny a permit, approval, extension, or entitlement pursuant to the approved vesting map if the City Council determines any of the following:

(1) ~~(1)~~ Failure to take such action would place the residents of the subdivision or the immediate community, or both, in a condition dangerous to their health and safety, or both.

(2) ~~(2)~~ The condition or denial is required to comply with state or federal law.

(C) ~~(C)~~ All development permit fees required subsequent to the approval of the vesting tentative map must be paid.

(Ord. 1102, passed 6-7-04)

§ 16.42.290 ~~§ 16.80.290~~ EXPIRATION OF VESTED RIGHTS ON RECORDED MAP.

(A) ~~(A)~~ The rights conferred upon a vesting tentative map is vested for an initial time period of 24 months from the date a

Final Map is recorded. Where several Final Maps are recorded on various phases of a project, approved by a single vesting tentative map, this time period begins for each phase when the Final Map for that phase is recorded.

(B) ~~(B)~~ The initial time period is automatically extended by any time used by the city for processing a complete application for a grading permit or for design or architectural review, if the time period used by the city to process the application exceeds 30 days from the date the complete application is filed.

(C) ~~(C)~~ The conditions under which an extension of time or stay is granted for a vesting tentative map must be consistent with that established for tentative maps.

(Ord. 1102, passed 6-7-04)

§ 16.42.300 ~~§ 16.80.300~~ BUILDING PERMIT APPLICATIONS AND VESTED RIGHTS.

If a developer submits a complete application for a building permit during the initial time period, or any granted extension, the rights conferred by the vesting map continue until the expiration of that building permit or any extension to that building permit that the city may issue.

(Ord. 1102, passed 6-7-04)

DIVISION 3: PARCEL MAP

§ 16.42.310 ~~§ 16.80.310~~ WHEN REQUIRED.

A Parcel Map is required for subdividing property into four or fewer parcels or for any other division of land for which a tentative and Final Map are not required by the Act or this Code. No Parcel Map is required for a land division of four or fewer parcels where such land is conveyed to a public utility for a public use.

(Ord. 1102, passed 6-7-04)

§ 16.42.320 ~~§ 16.80.320~~ WAIVER OF PARCEL MAP.

(A) ~~(A)~~ Pursuant to Cal. Gov't Code ~~§~~ 66428, a subdivider may request the waiver of a Parcel Map if the following conditions apply:

(1) ~~(1)~~ Each parcel created by the subdivision has a gross area not less than 40 acres or not less than a quarter of a quarter section.

(2) ~~(2)~~ The land consists of a parcel or parcels of land having approved access to a public street or highway, comprises part of a tract of land zoned exclusively for commercial or industrial development, and has City Council approval as to street widths and alignments.

(Ord. 1102, passed 6-7-04)

§ 16.42.330 ~~§ 16.80.330~~ PARCEL MAP WAIVERS - APPLICATION AND PROCESSING.

(A) ~~(A)~~ A request to waive a Parcel Map must be filed on forms provided by the Director, together with required filing fees.

(B) ~~(B)~~ The Engineer and Director will review the application for compliance with the provisions of this title and the Act. The Director will report to the Planning Commission and identify the extent to which the waiver request complies with the required findings, and recommend to the Commission to approve or deny the waiver request.

(C) ~~(C)~~ The Planning Commission will consider the application for a Parcel Map waiver at a public hearing.

(D) ~~(D)~~ At the conclusion of the public hearing, the Planning Commission must determine whether to approve or deny the waiver request. The action of the Planning Commission is final unless an appeal is filed in accordance with this title.

(Ord. 1102, passed 6-7-04; Am. Ord. 1172, passed 7-2-07)

§ 16.42.340 ~~§ 16.80.340~~ PARCEL MAP WAIVERS - REQUIRED FINDINGS.

To grant a request for waiving a Parcel Map requirement, the Planning Commission must find that the proposed subdivision complies with this title with regard to area, improvement, and design; floodwater

drainage control; appropriate improved public roadways; sanitary disposal facilities; water supply availability; environmental protection; and other applicable regulations.

(Ord. 1102, passed 6-7-04)

§ 16.42.350 ~~§ 16.80.350~~ PARCEL MAP WAIVERS - CERTIFICATE OF COMPLIANCE.

The city must issue a Certificate of Compliance required to complete the subdivision of property where the Planning Commission waives a Parcel Map requirement.

(Ord. 1102, passed 6-7-04)

§ 16.42.360 ~~§ 16.80.360~~ PARCEL MAP WAIVERS - TIME EXPIRATIONS AND EXTENSIONS.

(A) ~~(A)~~ A Parcel Map waiver expires 24 months from the date it was approved.

(B) ~~(B)~~ The subdivider may request an extension for a Parcel Map waiver. Such requests must be made to the Director on forms provided by the Director, with the payment of any required fees, at least 15 days before the Parcel Map Waiver expires.

(C) ~~(C)~~ The Director can approve, conditionally approve, or deny an extension request pursuant to this title. Any ~~Director's~~Director's decision may be appealed to the Planning Commission in accordance with this title. Any such extension is limited to a total of 18 months.

(Ord. 1102, passed 6-7-04)

§ 16.42.370 ~~§ 16.80.370~~ PARCEL MAP FILING REQUIREMENTS.

The following apply to the filing of an application for a Parcel Map:

(A) ~~(A)~~ The Parcel Map must meet the requirements of the Act and be in the form and contain the required data set forth in this section.

(B) ~~(B)~~ The Parcel Map must be prepared by or under the direction of a registered civil engineer or licensed surveyor and be based upon a property survey.

(C) ~~(C)~~ The scale of the map must be large enough (not smaller than 1 inch equals 100 feet) to show details clearly and contain sufficient sheets of paper for accomplishing this requirement.

(D) ~~(D)~~ The title of each Parcel Map must include a name and a map number, as secured from the county surveyor, conspicuously placed at the lower right hand corner of the sheet, followed by the words ~~"~~"consisting of sheets~~"~~" (showing the number thereof), followed by the words ~~"~~"in the City of Santa Paula~~"~~" or ~~"~~"partly in the City of Santa Paula and partly in unincorporated territory.~~"~~"

(E) ~~(E)~~ Every sheet of the map property must bear the title (but not subtitle), scale, north arrow, sheet number, and the number of each adjoining sheet in its proper location.

(F) ~~(F)~~ Below the title, a subtitle must appear consisting of a description of all the property being subdivided. The subtitle must reference any such map or maps of the property which were previously recorded or filed in the County ~~Recorder's~~Recorder's office; or which were previously filed with the County Clerk pursuant to a final judgment in any action in partition; or which have been previously filed in the office of the County Recorder under authority of Cal. Gov't Code ~~§~~ 66499.55; or by reference to the plat of any United States survey.

(G) ~~(G)~~ Each reference in such description to any tract or subdivision must be spelled out and worded identically with the original record thereof and show a complete reference to the book and page of records of such county.

(H) ~~(H)~~ The description must also include reference to any vacated area, with the number of the ordinance of vacation included.

(I) ~~(I)~~ The name of the survey, survey date, and map scale must be stated on the title sheet, below the subtitle. The map must also show the basis of bearings, making reference to some recorded subdivision map, county ~~surveyor's~~surveyor's map, or other record acceptable to such county surveyor, or to a solar or polaris observation. The basis of bearings must not be in close proximity to the north arrow.

(J) ~~(J)~~ Lots must be numbered consecutively, commencing with the number "1," with no omissions or duplications.

(K) ~~(K)~~ Each lot must be shown entirely on one sheet.

(L) ~~(L)~~ Blocks may be used, provided they are numbered or lettered consecutively.

(M) ~~(M)~~ Names of proposed streets must approved by the Planning Commission in conformance with a street name list approved by the City Council. The names of all proposed streets must be shown without abbreviations.

(N) ~~(N)~~ All streets, highways, easements (except easements indicated for privately owned public utility companies), and parcels of land shown on the parcel map and intended for any public use must be offered for dedication for public use.

(O) ~~(O)~~ Where easements for conveyance to privately owned public utility companies are reserved, a certificate to that effect must be shown on the parcel map. This certificate may show that in no event, except when permission is obtained from public utility companies occupying such easement, may any dwelling house, building or other structure, except fences or any portion thereof, be erected in, upon, over, or across any such public utility easement.

(P) ~~(P)~~ The following certificates and acknowledgments must appear on the title sheet of a parcel map:

(1) ~~(1) Owner's~~Owner's certificate and acknowledgment and offer of dedication, if any;

(2) ~~(2)~~ Certificate of the City Clerk of approval by the City Council and acceptance of offer of dedication;

(3) ~~(3)~~ Certificate of approval of the Engineer;

(4) ~~(4)~~ Certificate of approval as to form by the City Attorney; and

(5) ~~(5)~~ Certificate of the subdivision engineer with that ~~engineer's~~engineer's state registered ~~engineer's~~engineer's number or of the subdivision

surveyor with that ~~surveyor's~~surveyor's state licensed land ~~surveyor's~~surveyor's number.

(6) ~~(6)~~ The title sheet must also contain such other affidavits, certificates, acknowledgments, endorsements, and notarial seals as are required by law.

(Q) ~~(Q)~~ The parcel map must particularly define, delineate, and designate all lots intended for sale or reserved for private purposes; all parcels offered for dedication for any purpose; and any private streets with all dimensions, minimum lot sizes, boundaries and courses clearly shown and defined in every case.

(R) ~~(R)~~ Parcels offered for dedication other than for streets or easements must be designated by number.

(S) ~~(S)~~ Private streets must be designated by name and include the words "not a public street."

(T) ~~(T)~~ Sufficient linear, angular, and curve data must be shown to determine readily the bearing and length of the boundary lines of the subdivision and of the boundary lines of every block, lot, and parcel which is a part thereof. All lots and blocks are shown in their entirety on one sheet wherever practicable.

(U) ~~(U)~~ Arc lengths, radii, and central angle and radial bearing of each curve at intersection with a line not tangent to such curve must be shown.

(V) ~~(V)~~ The parcel map must fully describe and show the location of any stakes, monuments, or other evidence to determine the boundaries of the subdivision. Each adjacent corner of each adjoining subdivision or portion thereof by lot and block numbers, tract names and place of record, or by section, township and range or other proper designation must be shown and identified on the map.

(W) ~~(W)~~ The location, size, and depth of all monuments placed in making the survey must be shown, and if any points were reset by ties, that fact must be noted.

(X) ~~(X)~~ The boundary of the subdivision must be indicated by a border of prussian blue water color or blue india ink approximately one-eighth of an inch wide, applied on the reverse side of the tracing and inside such boundary line.

(Y) ~~(Y)~~ Such water color must be of such density as to be transferable to white print of such map and not obliterate any line, figure, or other data appearing thereon.

(Z) ~~(Z)~~ All lines shown on the map that do not constitute a part of the subdivision itself must be clearly distinguishable from those lines which are a part of the subdivision, and any area enclosed by such lines is labeled ~~"~~"not a part of this subdivision.~~"~~"

(AA) ~~(AA)~~ City boundaries that cross or adjoin the subdivision must be clearly designated and located in relation to adjacent lot or block lines.

(BB) ~~(BB)~~ The parcel map must show the line of high water in instances where the subdivision is adjacent to a stream, channel, or any body of water. The parcel map must also show any area subject to periodic inundation by water, as required by the Engineer.

(Ord. 1102, passed 6-7-04)

§ 16.42.380 ~~§ 16.80.380~~ REVIEW OF PARCEL MAP.

(A) ~~(A)~~ All parcel maps, together with any required reports or other relevant information, must be filed with the Director on forms provided by the Director.

(B) ~~(B)~~ Upon deeming a parcel map application to be complete, the Director will forward the application to the Design Review Committee, the Engineer and other appropriate city departments for review and comment. The Engineer is responsible for checking the parcel map as to correctness of surveying data, plans and specifications of improvements, certificates of dedication, acceptances of dedication and acknowledgments, and such other matters that require checking to ensure compliance with the provisions of law and of this title. The Director must review the parcel map for consistency with this title, the General Plan, any applicable Specific Plan, and the ~~city's~~city's development policies.

(C) ~~(C)~~ If the Director determines that the parcel map conforms to all the requirements of this article and the Act, and provided the subdivider has posted all bonds or deposited money or negotiable bonds as required by this article, the Director must approve the parcel map. If the parcel map does not conform or all security requirements have not been met, the subdivider will be notified and given the opportunity to make necessary changes and resubmit the parcel map, along with any other required information.

(D) ~~(D)~~ After determining that a parcel map complies with this article, the Director must approve the map and forward it to the County Recorder for filing in compliance with Cal. Gov't Code ~~§~~ 66450.

(Ord. 1102, passed 6-7-04; Am. Ord. 1172, passed 7-2-07)

§ 16.42.390 ~~§ 16.80.390~~ PARCEL MAPS - CITY COUNCIL ACTION.

The City Council must act on a parcel map whenever any of the following circumstances apply:

(A) ~~(A)~~ If a dedication or offer of dedication is required, the Director must forward the parcel map to the City Clerk. The Clerk must place the item on the next City Council agenda for acceptance of dedications. City Council approval is not required if no dedication or offer of dedication is required.

(B) ~~(B)~~ If improvements required pursuant to this title or other regulations were not completed, the Director must not approve the map unless the City Council authorizes deferred completion. Such authorization must only be granted if the subdivider enters into an agreement with the city to post security to guarantee the improvements.

(Ord. 1102, passed 6-7-04)

§ 16.42.400 ~~§ 16.80.400~~ RECORDATION OF PARCEL MAP - EFFECT.

Recordation of a parcel map has the effect of eliminating any lot lines within the boundaries of the subdivision that existed before recordation of the parcel map.

(Ord. 1102, passed 6-7-04)

DIVISION 4: FINAL MAPS

§ 16.42.410 ~~§ 16.80.410~~ FINAL MAP - TIME FOR FILING.

(A) ~~(A)~~ Within 24 months after the date the City Council approves a tentative map, or any later date that may be authorized by an extension granted pursuant to this article, the subdivider must cause the subject property to be accurately surveyed and a Final Map to be prepared in conformance with the tentative map and any and all applicable conditions.

(B) ~~(B)~~ The Final Map must be submitted to the Engineer for review and action within the time period specified by this section.

(Ord. 1102, passed 6-7-04)

§ 16.42.420 ~~§ 16.80.420~~ SURVEY REQUIRED.

(A) ~~(A)~~ An accurate and complete field survey of the land to be subdivided must be made by a registered civil engineer or licensed land surveyor authorized to practice land surveying in the State of California. All monuments, property lines, centerlines of streets, alleys and easements adjoining or within the subdivision must be tied into the survey. The allowable error of closure on any portion of the final map must not exceed 1/10,000 for field closures and 1/20,000 for calculated closures.

(B) ~~(B)~~ At the time of making the survey for the final map, the engineer or surveyor must set sufficient durable monuments to conform with the standards described in Cal. Bus. & Prof. Code ~~§~~ 8771 so that another engineer or surveyor may readily retrace the survey. At least one exterior boundary line must be monumented before recording the final map. Other monuments must be set as required by the Engineer.

(Ord. 1102, passed 6-7-04)

§ 16.42.430 ~~§ 16.80.430~~ FINAL MAP - FORM AND CONTENT.

The original Final Map and one duplicate reproducible copy must be submitted to the Engineer, accompanied by the following:

(A) ~~(A)~~ In the event any dedication is to be made for public use, a certificate of title, a subdivision guarantee, or a dedication letter in the name of the owner of the land, issued to or for the benefit and protection of the city by a title company authorized by the laws of the state to write such letter, showing all parties whose consent is necessary to pass clear title to the land being subdivided, together with the nature of their interests therein, except where the land contained in such subdivision is registered under the Land Registration Act (~~"~~"Torrens Act~~"~~"), in which latter case a certified copy of the certificate of title is furnished.

(B) ~~(B)~~ A white print of the Final Map showing the contemplated location of installations of facilities or all public utilities, whether publicly or privately owned, with a statement of the proposed work, with such statement to be filed by the Engineer.

(C) ~~(C)~~ A grading plan as required by the Engineer.

(D) ~~(D)~~ The subdivider must file, either at the time of filing the Final Map at a later date as provided in this Division, detailed plans and specifications of the improvements to be installed as required by the provisions of this article and of all other improvements proposed to be installed by the subdivider in, on, or under any street or right-of-way, easement, or parcel of land dedicated by the map, including the estimated cost thereof.

(E) ~~(E)~~ The subdivider may file multiple Final Maps on the approved tentative map, subject to the ~~Engineer's~~Engineer's approval.

(F) ~~(F)~~ The Final Map must meet the requirements of the Act and be in the form and contain the required data set forth in this section.

(G) ~~(G)~~ The Final Map must be prepared by or under the direction of a registered civil engineer or licensed surveyor and be based upon a property survey.

(H) ~~(H)~~ The scale of the map must be large enough (not smaller than 1 inch equals 100 feet) to show details clearly and enough sheets must be used to accomplish this end.

(I) ~~(I)~~ The title of each Final Map must consist of a name and a tract number, as secured from the county surveyor, conspicuously placed at the lower right hand corner of the sheet, followed by the words ~~"~~"consisting of _____sheets~~"~~" (showing the number thereof), followed by the words ~~"~~"in the City of Santa Paula~~"~~" or ~~"~~"partly in the City of Santa Paula and

partly in unincorporated territory.~~"~~"

(J) ~~(J)~~ Every sheet of the map property must bear the title (but not subtitle), scale, north arrow, sheet number, and the number of each adjoining sheet in its proper location.

(K) ~~(K)~~ A subtitle, describing all property being subdivided, must appear below the title. The subtitle must reference any map of the property that was previously recorded or filed in the County ~~Recorder's~~Recorder's office; or previously filed with the County Clerk pursuant to a final judgment in any action in partition; or which have been previously filed in the office of the County Recorder under authority of Cal. Gov't Code ~~§~~ 66499.55; or by reference to the plat of any United States survey.

(L) ~~(L)~~ Each reference in such description to any tract or subdivision must be spelled out and worded identically with the original record thereof and show a complete reference to the book and page of records of such county.

(M) ~~(M)~~ The description must also include reference to any vacated area, with the number of the ordinance of vacation included.

(N) ~~(N)~~ The name of the surveyor, survey date, and scale must appear on the title sheet below the subtitle. The map must also show the basis of bearings, making reference to some recorded

subdivision map, county ~~surveyor's~~surveyor's map, or other record acceptable to such county surveyor, or to a solar or polaris observation. The basis of bearings must not be close to the north arrow.

(O) ~~(O)~~ The lots must be numbered consecutively, commencing with the number "1," with no omissions or duplications; provided, that where the subdivision is a continuation of or an addition to an existing subdivision, the lot numbers may commence with the number immediately following the last or highest number of each existing subdivision and in all other respects must conform with the preceding requirements.

(P) ~~(P)~~ Each lot must be shown entirely on one sheet.

(Q) ~~(Q)~~ Blocks may be used, provided they are numbered or lettered consecutively.

(R) ~~(R)~~ Proposed street names must conform with a City Council approved list of street names. The names of all proposed streets must be shown without abbreviations.

(S) ~~(S)~~ All streets, highways, easements (except easements indicated for privately owned public utility companies), and parcels of land shown on the Final Map and intended for any public use must be offered for dedication for public use.

(T) ~~(T)~~ A certification regarding reservation of easements to privately owned public utility companies must be included on the Final Map when applicable. This certificate may show that in no event, except when permission is obtained from public utility companies occupying such easement, may any dwelling house, building or other structure, except fences or any portion thereof, be erected in, upon, over, or across any such public utility easement.

(U) ~~(U)~~ The following certificates and acknowledgments must appear on the title sheet of a Final Map:

(1) ~~(1) Owner's~~Owner's certificate and acknowledgment and offer of dedication, if any;

(2) ~~(2)~~ Certificate of the City Clerk of approval by the City Council and acceptance of offer of dedication;

(3) ~~(3)~~ Certificate of approval of the Engineer;

(4) ~~(4)~~ Certificate of approval as to form by the City Attorney;

(5) ~~(5)~~ Certificate of the subdivision engineer with the ~~engineer's~~engineer's state registered ~~engineer's~~engineer's number or of the subdivision surveyor with the ~~surveyor's~~surveyor's state licensed land ~~surveyor's~~surveyor's number.

(6) ~~(6)~~ Such other affidavits, certificates, acknowledgments, endorsements, and notarial seals as are required by law.

(V) ~~(V)~~ The Final Map must particularly define, delineate, and designate all lots intended for sale or reserved for private purposes; all parcels offered for dedication for any purpose; and any private streets with all dimensions, minimum lot sizes, boundaries and courses clearly shown and defined in every case.

(W) ~~(W)~~ Parcels offered for dedication other than for streets or easements must be designated by number.

(X) ~~(X)~~ Private streets must be designated by name and have inserted within the limits thereof the words "not a public street."

(Y) ~~(Y)~~ Sufficient linear, angular, and curve data must be shown to determine readily the bearing and length of the boundary lines of the subdivision and of the boundary lines of every block, lot,

and parcel which is a part thereof. All lots and blocks are shown in their entirety on one sheet wherever practicable.

(Z) ~~(Z)~~ Arc lengths, radii, and central angle and radial bearing of each curve at intersection with a line not tangent to such curve are shown.

(AA) ~~(AA)~~ The Final Map must fully describe and show the location of any stakes, monuments, or other evidence to determine the boundaries of the subdivision. Each adjacent corner of each adjoining subdivision or portion thereof by lot and block numbers, tract names and place of record, or by section, township and range or other proper designation must be shown and identified on the map.

(BB) ~~(BB)~~ The location, size, and depth of all monuments placed in making the survey must be shown, and if any points were reset by ties, that fact must be noted.

(CC) ~~(CC)~~ The boundary of the subdivision must be indicated by a border of prussian blue water color or blue india ink approximately one-eighth of an inch wide, applied on the reverse side of the tracing and inside such boundary line.

(DD) ~~(DD)~~ Such water color must be of such density as to be transferable to white print of such map and not obliterate any line, figure, or other data appearing thereon.

(EE) ~~(EE)~~ All lines shown on the map that do not constitute a part of the subdivision itself must be clearly distinguishable from those lines which are a part of the subdivision, and any area enclosed by such lines is labeled ~~"~~"not a part of this subdivision.~~"~~"

(FF) ~~(FF)~~ City boundaries that cross or adjoin the subdivision must be clearly designated and located in relation to adjacent lot or block lines.

(GG) ~~(GG)~~ The Final Map must show the line of high water in instances where the subdivision is adjacent to a stream, channel, or any body of water. The Final Map must also show any area subject to periodic inundation by water, as required by the Engineer.

(Ord. 1102, passed 6-7-04)

§ 16.42.440 ~~§ 16.80.440~~ APPROVAL BY CITY COUNCIL.

(A) ~~(A)~~ After review and approval by the Engineer, the final map must be placed on the City Council agenda for its approval. The City Council must consider the final map for approval at the next regular meeting after the Engineer approves the map.

(B) ~~(B)~~ The City Council must approve the final map if it has previously approved a tentative map for the proposed subdivision, and if it finds that the final map is in substantial compliance with the previously approved tentative map, and if it conforms to all applicable requirements of this title and the Act.

(C) ~~(C)~~ If the final map is unacceptable, the Council must make its recommended corrections, instruct the subdivider to revise the final map and defer approval until the final map is resubmitted.

(D) ~~(D)~~ The City Council must deny approval of the final map only for failure to meet or perform requirements or conditions which were applicable to the subdivision at the time of approval of the tentative map. Where the Council denies approval of the final map, such disapproval must be accompanied by a finding identifying the requirements or conditions which have not been met or performed. The City Council may waive the requirements of this section upon a finding that the failure of the map to meet the conditions set forth in the tentative map is the result of a technical and inadvertent error which does not materially affect the validity of the map.

(Ord. 1102, passed 6-7-04)

§ 16.42.450 ~~§ 16.80.450~~ FINAL MAP RECORDATION.

Following action by the Engineer, and after the required signatures and seals are affixed, the City Clerk must transmit the Final Map to the County Recorder for recordation.

(Ord. 1102, passed 6-7-04)

§ 16.42.460 ~~§ 16.80.460~~ CIRCUMSTANCES UNDER WHICH CORRECTIONS AND AMENDMENTS CAN BE MADE.

(A) ~~(A)~~ After a Final Map or Parcel Map is filed in the office of the County Recorder, such map may be amended by a Certificate of Correction or an amending map for any of the following purposes:

(1) ~~(1)~~ To correct an error in any course or distance shown thereon.

(2) ~~(2)~~ To show any course or distance that was omitted thereon.

(3) ~~(3)~~ To correct an error in the description of real property shown on the map.

(4) ~~(4)~~ To indicate monuments set after the death, disability, retirement from practice, or replacement of the engineer or surveyor charged with the responsibilities for setting the monuments.

(5) ~~(5)~~ To show the proper location or character of any monument which has been changed in location or character and originally shown at the wrong location or incorrectly as to its character.

(6) ~~(6)~~ To correct any additional information filed or recorded with the map, as required by the city, if the correction does not impose additional burden on the present fee owner of the property and does not alter the right, title, or interest in the real property reflected on the recorded map.

(7) ~~(7)~~ To correct any other type of map error or omission as approved by the County Surveyor or Engineer that does not affect any property right. Such errors and omissions may include, but are not limited to, lot numbers, acreage, street names, and identification of adjacent record maps.

(B) ~~(B)~~ As used in this section, "error" does not include changes in courses or distances that cannot be proven from the data shown on the Final Map.

(Ord. 1102, passed 6-7-04)

§ 16.42.470 ~~§ 16.80.470~~ ADDITIONAL CIRCUMSTANCES.

(A) ~~(A)~~ In addition to the circumstances specified above, changes or modifications may be made to a Final or Parcel Map if the City Council finds that:

(1) ~~(1)~~ There are changes in circumstances which make any or all of the conditions of such a map no longer appropriate or necessary;

(2) ~~(2)~~ The modifications do not impose any additional burden on the present fee owner of the property;

(3) ~~(3)~~ The modifications do not alter any right, title, or interest in the real property reflected on the recorded map; and

(4) ~~(4)~~ The map, as modified, meets the findings for approval.

(B) ~~(B)~~ A request for a change to or modification of a Final Map pursuant to this section must be made on forms provided by the Director. Such change or modification is processed in accordance with the procedures established for a tentative map of this Title 16. The public hearings for such application are confined to the consideration of and action on the proposed change or modification.

(Ord. 1102, passed 6-7-04)

DIVISION 5: CERTIFICATES OF COMPLIANCE

§ 16.42.480 ~~§ 16.80.480~~ FILING.

Upon determination by the Director that a Certificate of Compliance is required, the property owner or authorized representative must file a Certificate of Compliance application on forms provided by the Director, together with required filing fees, a chain of title, and other information that may be required by the Director or Engineer to establish the status of the parcel.

(Ord. 1102, passed 6-7-04)

§ 16.42.490 ~~§ 16.80.490~~ REVIEW OF APPLICATION AND DECISION.

(A) ~~(A)~~ The Director must forward the application for review by the Engineer and any other city or governmental agency that may have jurisdiction over any aspect of the application.

(B) ~~(B)~~ The Director must review all available information, including information provided by other city and governmental agencies, and make a determination whether the real property was divided in accordance with the Act and this title or any prior city subdivision regulations.

(C) ~~(C)~~ Upon making a determination that the real property complies with applicable provisions of the Act and this title, the Director must issue a Certificate of Compliance and cause such Certificate of Compliance to be recorded with the Ventura County Recorder.

(D) ~~(D)~~ Upon making a determination that the real property does not comply with applicable provisions of the Act and this title, the Director may deny the application, or impose conditions on the granting of a Certificate of Compliance, in accordance with this division.

(Ord. 1102, passed 6-7-04)

§ 16.42.500 ~~§ 16.80.500~~ CONDITIONAL CERTIFICATE OF COMPLIANCE.

(A) ~~(A)~~ The Director may impose conditions upon the granting of a Certificate of Compliance in the event that the real property does not comply with applicable provisions of the Act and this Title. Such conditions are limited to those requirements that would have been applicable to the division of the property at the time the applicant acquired interest therein. However, if the current owners were responsible for the division, then current requirements of this article may be imposed.

(B) ~~(B)~~ The Director will forward the application and related information to the Design Review Committee for review. Related information must include references to state law and city ordinances that were in effect at the time the property was subdivided.

(C) ~~(C)~~ The Design Review Committee may impose conditions on the approval of the Conditional Certificate of Compliance. Any decision of the Design Review Committee regarding imposition of conditions may be appealed to the Planning Commission.

(D) ~~(D)~~ If no appeals are filed within the designated appeal period, the Director must issue a Conditional Certificate of Compliance and cause such Conditional Certificate of Compliance to be recorded with the Ventura County Recorder.

(Ord. 1102, passed 6-7-04)

§ 16.42.510 ~~§ 16.80.510~~ EFFECT OF CONDITIONAL CERTIFICATE OF COMPLIANCE.

The Conditional Certificate of Compliance serves as notice to the property owner who has applied for the certificate or any subsequent owner or developer that the fulfillment and implementation of conditions is required before the subsequent issuance of a permit or other grant of approval for development of the property.

(Ord. 1102, passed 6-7-04)

§ 16.42.520 ~~§ 16.80.520~~ INFORMATION REQUIRED ON CERTIFICATE OF COMPLIANCE.

A recorded Certificate of Compliance or Conditional Certificate of Compliance must include all information specified in Cal. Gov't Code ~~§~~ 66499.35(f).

(Ord. 1102, passed 6-7-04)

§ 16.42.530 ~~§ 16.80.530~~ CERTIFICATES OF COMPLIANCE FOR MULTIPLE PARCELS.

A single Certificate of Compliance or Conditional Certificate of Compliance application may be processed and recorded for multiple parcels, provided that such single Certificate of Compliance or Conditional Certificate of Compliance clearly identifies and distinguishes between the descriptions of each parcel.

(Ord. 1102, passed 6-7-04)

DIVISION 6: LOT LINE ADJUSTMENTS

§ 16.42.540 ~~§ 16.80.540~~ FILING.

Lot line adjustment applications must be filed on forms provided by the Director, together with required filing fees and other information required by the Director to allow for review of the application.

(Ord. 1102, passed 6-7-04)

§ 16.42.550 ~~§ 16.80.550~~ REVIEW AND PROCESSING.

(A) ~~(A)~~ Upon receiving a completed Lot Line Adjustment application, the Director must forward the application for review by the Engineer and any other city or governmental agency that may have jurisdiction over any aspect of the application.

(B) ~~(B)~~ The Director must review all available information, including information provided by other city and governmental agencies, and make a determination whether the proposed lot line adjustment conforms with the provisions of this Code and any applicable Specific Plan or Planned Development.

(Ord. 1102, passed 6-7-04)

§ 16.42.560 ~~§ 16.80.560~~ ACTION.

(A) ~~(A)~~ The Director may approve or conditionally approve a request for a lot line adjustment in writing after investigating and receiving reports from other departments, if the Director finds that the proposed lot line adjustment conforms to all of the following requirements:

(1) ~~(1)~~ The lots adjoin one another;

(2) ~~(2)~~ The lot line adjustment will not create a greater number of lots than originally existed;

(3) ~~(3)~~ It conforms with the ~~city's~~city's general plan;

(4) ~~(4)~~ It conforms with the ~~city's~~city's zoning and building regulations set forth in this Code.

(B) ~~(B)~~ Any conditions imposed on the approval are limited to those conditions necessary to:

(1) ~~(1)~~ Ensure conformance with the ~~city's~~city's general plan;

(2) ~~(2)~~ The ~~city's~~city's zoning and building regulations as set forth in this Code;

(3) ~~(3)~~ Require the prepayment of real property taxes before approval of the adjustment; or

(4) ~~(4)~~ Facilitate the relocation of existing utilities, infrastructure, or easements.

(C) ~~(C)~~ Should the lot line adjustment application fail to meet any of the criteria set forth above, the Director may deny the application.

(Ord. 1102, passed 6-7-04)

§ 16.42.570 ~~§ 16.80.570~~ FINALIZATION OF ADJUSTMENT.

Within 24 months after the Director approves a lot line adjustment, all record owners must cause to be recorded with the office of the Ventura County Recorder either a grant deed or quit claim deed reflecting the adjustment. No record of survey is required for a lot line adjustment. However, the legal descriptions provided on the deed or deeds is prepared by a licensed surveyor, licensed in the State of California, or qualified registered civil engineer.

(Ord. 1102, passed 6-7-04)

DIVISION 7: REVERSION TO ACREAGE

§ 16.42.580 ~~§ 16.80.580~~ INITIATION.

Either the City Council, on its own motion, or all owners of record of the real property within the subdivision, by formal application, may initiate proceedings for a Reversion to Acreage.

(Ord. 1102, passed 6-7-04)

§ 16.42.590 ~~§ 16.80.590~~ FILING.

(A) ~~(A)~~ Reversion to Acreage applications initiated by owners of record of the real property within the subdivision must be filed on forms provided by the Director, together with required filing fees and other information required by the Director to allow for review of the application. At a minimum, information provided must include:

(1) ~~(1)~~ Adequate evidence of title of the real property within the subdivision;

(2) ~~(2)~~ Sufficient data to enable the City Council to make all of the findings and determinations required by this division; and

(3) ~~(3)~~ A Final Map that delineates dedications that will not be vacated and dedications that are a condition of reversion.

(B) ~~(B)~~ Where the City Council initiates a Reversion to Acreage, the Council will direct the Director to obtain the information necessary to initiate and conduct the proceedings.

(Ord. 1102, passed 6-7-04)

§ 16.42.600 ~~§ 16.80.600~~ PROCESSING.

The Director, in consultation with the Engineer, must review the application for conformance with the provisions of this division and report to the City Council identifying the extent to which the Reversion to Acreage complies with this division and the findings set forth below.

(Ord. 1102, passed 6-7-04)

§ 16.42.610 ~~§ 16.80.610~~ CITY COUNCIL ACTION.

(A) ~~(A)~~ The City Council must hold a public hearing to consider the application and any related, relevant, information.

(B) ~~(B)~~ Following the public hearing, the City Council must act to approve, conditionally approve, or deny the Reversion to Acreage.

(C) ~~(C)~~ In acting to approve or conditionally approve a Reversion to Acreage, the City Council must require:

(1) ~~(1)~~ Dedications or offers of dedications necessary for purposes specified by city regulations;

(2) ~~(2)~~ Retention of all previously paid fees, if necessary to accomplish the purposes of this title; and

(3) ~~(3)~~ Retention of any portion of required improvement security or deposits, if necessary to accomplish the purpose of this title.

(Ord. 1102, passed 6-7-04)

§ 16.42.620 ~~§ 16.80.620~~ REQUIRED FINDINGS.

As part of its action to approve or conditionally approve a Reversion to Acreage, the City Council must make the following findings:

(A) ~~(A)~~ That dedications or offers of dedication to be vacated or abandoned by the reversion to acreage are unnecessary for present or prospective public purposes; and

(B) ~~(B)~~ Either:

(1) ~~(1)~~ All owners of interest in the real property within the subdivision consented to the reversion;

(2) ~~(2)~~ None of the improvements required to be made were made within two years from the date the final or parcel map was filed for record, or within the time allowed by agreement for completion of the improvements, whichever is later; or

(3) ~~(3)~~ No lots on the Final Map or parcel map were sold within five years from the date such map was filed for record.

(Ord. 1102, passed 6-7-04)

§ 16.42.630 ~~§ 16.80.630~~ FINALITY OF ACTION.

In order for a Reversion to Acreage to become effective, a Final Map must be recorded.

(Ord. 1102, passed 6-7-04)

DIVISION 8: MERGERS

§ 16.42.640 ~~§ 16.80.640~~ CONDITIONS UNDER WHICH A MERGER CAN BE REQUIRED.

Whenever two or more contiguous parcels are under common ownership and any one of the parcels does not conform to the standards for minimum parcel size set forth in this title, the city can require the merger of parcels before it issues a development permit, provided all of the requirements specified in Cal. Gov't Code ~~§~~ 66451.11 are satisfied.

(Ord. 1102, passed 6-7-04)

§ 16.42.650 ~~§ 16.80.650~~ NOTICE OF INTENTION TO MERGE PARCELS.

(A) ~~(A)~~ Before initiating a merger, the city must mail to the owner of the affected parcels a Notice of Intention to Determine Status. The same notice is filed with the Ventura County Recorder on the same date that notice is mailed to the property owner. Such notice must inform the property owner that the affected parcels may be merged and advise the owner of the opportunity to request a hearing on determination of status.

(B) ~~(B)~~ At any time within 30 days of the recording of the Notice of Intention to Determine Status, the property owner may file with the Director a request for a hearing.

(Ord. 1102, passed 6-7-04)

§ 16.42.660 ~~§ 16.80.660~~ PLANNING COMMISSION REVIEW AND ACTION.

(A) ~~(A)~~ Upon receiving a request for a hearing, the Director must schedule a public hearing before the Planning Commission in accordance with this title. The hearing should be conducted not later than 60 days after the Director receives the hearing request.

(B) ~~(B)~~ The Planning Commission must hold a public hearing in accordance with this chapter to consider the parcel merger application.

(C) ~~(C)~~ At the conclusion of the public hearing, the Planning Commission must determine whether the parcels should or should not be merged.

(D) ~~(D)~~ The decision of the Planning Commission is final unless an appeal is filed.

(Ord. 1102, passed 6-7-04)

§ 16.42.670 ~~§ 16.80.670~~ DETERMINATION WHEN NO HEARING IS REQUESTED.

If the Director does not receive a timely filed request for hearing, the Director may decide whether or not the parcels may be merged. Decisions allowing a merger must be recorded not later than 90 days after notice of the decision.

(Ord. 1102, passed 6-7-04)

§ 16.42.680 ~~§ 16.80.680~~ FINALITY OF ACTION.

(A) ~~(A)~~ A notice of merger must be filed with the Ventura County ~~Recorder's~~Recorder's Office after a decision which allows allowing a parcel merger. The notice must identify the names of the record owners and describe the property being merged.

(B) ~~(B)~~ A release of the notice of intention to determine status must be filed with the Ventura County ~~Recorder's~~Recorder's Office after a decision that disallows a parcel merger.

(Ord. 1102, passed 6-7-04)

DIVISION 9: CONDOMINIUM CONVERSIONS

§ 16.42.690 ~~§ 16.80.690~~ APPLICABILITY.

A condominium conversion requires the approval of a tentative and Final Map, or a parcel map, unless the exemptions specified in Cal. Gov't Code ~~§~~§66412(g) and (h) apply, or unless the city waives the requirement for conversion of a mobile home park to resident ownership pursuant to Cal. Gov't Code ~~§~~ 66428.1.

(Ord. 1102, passed 6-7-04)

§ 16.42.700 ~~§ 16.80.700~~ FILING AND PROCESSING.

(A) ~~(A)~~ Filing a condominium conversion application is the same as that established for a tentative tract map with the following exceptions and additional requirements:

(1) ~~(1)~~ The tentative map for a condominium conversion project need not show the buildings or the manner in which the buildings or the airspace above the property are to be divided. However, the city may require that an exhibit be provided showing the manner in which buildings are to be arranged on the property.

(2) ~~(2)~~ Addresses of all tenants of the property proposed for conversion must be provided with other required notice materials. Also, the subdivider must provide the city with notarized verification of provision of the Notice of Intent to Convert required by Cal. ~~Gov't~~Gov't Code ~~§~~§66452.8 and 66452.9.

(3) ~~(3)~~ Pursuant to Cal. ~~Gov't~~Gov't Code ~~§~~ 66427.4, if a mobile home park is proposed for conversion, the applicant must submit a report on the impact of the conversion upon the displaced residents of the mobile home park. Such report must be prepared in accordance with Cal. ~~Gov't~~Gov't Code ~~§~~§66427.4 and 66427.5.

(4) ~~(4)~~ Pursuant to Cal. ~~Gov't~~Gov't Code ~~§~~ 66452.10, if the proposed condominium conversion project involves a stock cooperative or community apartment project, the applicant must submit notarized verification of the vote.

(B) ~~(B)~~ The processing of a condominium conversion project is the same as that established for a tentative tract map except that, pursuant to Cal. ~~Gov't~~Gov't Code ~~§~~ 66451.3, notice of the public hearing must be provided to all tenants of the subject property.

(C) ~~(C)~~ In acting to approve a condominium conversion project, the Planning Commission and/or the City Council must make the same findings as for a tentative map and the additional findings set forth in Cal. ~~Gov't~~Gov't Code ~~§~~ 66427.1.

(D) ~~(D)~~ A condominium conversion project must also comply with Chapter ~~16.85~~16.43 - Condominiums and Conversions.

(Ord. 1102, passed 6-7-04; Am. Ord. 1169, passed 2-5-07)

§ 16.42.710 ~~§ 16.80.710~~ COMPLETION OF CONVERSION.

Filing of Final Map or parcel map is required for completion of the condominium conversion project, except when waived for a mobile home park.

(Ord. 1102, passed 6-7-04)

DIVISION 10: SUBDIVISION IMPROVEMENTS

§ 16.42.720 ~~§ 16.80.720~~ CONFORMANCE WITH CITY PLANS AND STANDARDS.

All subdivision plans and associated street plans must conform to the Circulation Element of the Santa Paula General Plan and street standards adopted by the City Council.

(Ord. 1102, passed 6-7-04)

§ 16.42.730 ~~§ 16.80.730~~ CONNECTIONS TO EXISTING STREETS.

All new streets must connect to existing streets and must provide street gap closures to the maximum extent feasible and practical to facilitate traffic circulation and ensure implementation of the General Plan Circulation Element.

(Ord. 1102, passed 6-7-04)

§ 16.42.740 ~~§ 16.80.740~~ SUBDIVISION ACCESS TO PUBLIC STREET.

Every subdivision must be designed to provide access to a public street as follows:

(A) ~~(A)~~ Direct access where the property abuts an existing public street or a planned public street for which the right-of-way was defined and improvements to the planned street are provided pursuant to this chapter; or

(B) ~~(B)~~ A non-exclusive easement for street, utility, drainage, or similar purposes, provided the easement is:

(1) ~~(1)~~ Offered for dedication;

(2) ~~(2)~~ Unencumbered by any rights that would restrict the proposed use; and

(3) ~~(3)~~ Of a width, grade, location, and configuration which, in the opinion of the Engineer, will allow it to serve its intended function.

(Ord. 1102, passed 6-7-04)

§ 16.42.750 ~~§ 16.80.750~~ PARCEL ACCESS.

(A) ~~(A)~~ New parcels created by a subdivision must provide access to either a public street or a private street, if a private street is allowed by this section.

(B) ~~(B)~~ Direct parcel access to a state highway or a City Major Arterial, Arterial, Minor Arterial, Major Commercial/Industrial, or Commercial/Industrial may be denied to ensure traffic safety. Alternatively, the city may require construction of a frontage road between the parcel and the abutting highway or city street.

(Ord. 1102, passed 6-7-04)

§ 16.42.760 ~~§ 16.80.760~~ PRIVATE STREETS.

Private streets may be permitted by the City Council, provided such streets meet the following requirements:

(A) ~~(A)~~ The street design provides a width, configuration, slope, and other design characteristics satisfactory to the Public Works Director and the Fire Chief;

(B) ~~(B)~~ Streets do not prevent the orderly development of adjacent properties, prevent future connections to planned public streets, or interfere with local circulation;

(C) ~~(C)~~ Streets meet the circulation needs of the property they serve; and

(D) ~~(D)~~ The owners, association of owners, or organization responsible for the private streets provides the city with written assurance, approved as to form by the City Attorney, that the street or streets will be adequately maintained.

(Ord. 1102, passed 6-7-04)

§ 16.42.770 ~~§ 16.80.770~~ STREET DESIGN AND IMPROVEMENT.

All new public streets proposed or required within or adjacent to a subdivision must be designed in accordance with adopted city street standards and the following requirements:

(A) ~~(A)~~ Where a property for which a tentative or parcel map was filed is adjacent to a property which may be subject to a future subdivision, the review authority may require streets to be extended to the boundary of the adjacent property to allow for future access and street connections.

(B) ~~(B)~~ Street intersections must be as near to right angles as practicable.

(C) ~~(C)~~ Street grades between 6% and 10% are allowed only for limited distances in which, in the judgment of the review authority, topographical conditions make a lesser grade impractical. A grade exceeding 10% will be approved only when, in the judgment of the review authority, conclusive evidence shows that a lesser grade is physically impractical.

(D) ~~(D)~~ Where an existing city street adjoins, passes through, or otherwise provides access to a proposed subdivision, the review authority may require dedication of additional right-of-way and/or improvements consistent with the General Plan Circulation Element.

(E) ~~(E)~~ Permanent dead-end streets or cul-de-sacs must not exceed 660 feet in length.

(F) ~~(F)~~ All streets within a subdivision must be named in accordance with City Council resolution.

(Ord. 1102, passed 6-7-04)

§ 16.42.780 ~~§ 16.80.780~~ ALLEYS.

All new alleys must have a minimum width of 25 feet and is designed per adopted city standards.

(Ord. 1102, passed 6-7-04)

§ 16.42.790 ~~§ 16.80.790~~ DRAINAGE.

(A) ~~(A)~~ All subdivisions must be designed to accommodate storm drainage tributary to and originating within the subject subdivision.

(B) ~~(B)~~ All on grade storm water conveyance facilities, including ditches, channels, catch basins, and road improvements must be designed and constructed for flood frequency of ten years or other threshold determined by the Public Works Director to be appropriate and necessary to provide adequate flood protection. All facilities serving sump locations must be designed for a flood frequency of 50 years or other threshold determined by the Public Works Director to be appropriate and necessary to provide adequate flood protection. The design of such facilities and systems is based upon information provided by a registered engineer and approved by the Public Works Director.

(C) ~~(C)~~ To the maximum extent feasible, existing natural drainage courses must be retained.

(D) ~~(D)~~ Facilities and systems must be designed to avoid concentrations of runoff and to avoid the creation of facilities that could pose a risk or hazard to public health and safety.

(E) ~~(E)~~ Drainage facilities must be located with street rights-of-way or public easements.

(Ord. 1102, passed 6-7-04)

§ 16.42.800 ~~§ 16.80.800~~ LOT PATTERNS.

(A) ~~(A)~~ Every lot must be designed to conform to the minimum area and dimension requirements applicable to the zoning in which the lot is located or, in the case of a change of zone, proposed to be located.

(B) ~~(B)~~ Each new lot created by a subdivision must have a physical shape and configuration that allows subsequent buildings and other improvements to be constructed in conformance with the development standards for the zone in which such lot is located, to ensure that safe driveways and other accesses can be provided, and to ensure that any required landscaping can be provided.

(C) ~~(C)~~ The creation of flag lot configurations in any new subdivision is discouraged.

(D) ~~(D)~~ The creation of lots with double street frontage is discouraged.

(E) ~~(E)~~ Blocks longer than 1,200 feet in length are discouraged and may be cause for disapproval of a tentative map.

(Ord. 1102, passed 6-7-04)

§ 16.42.810 ~~§ 16.80.810~~ GRADING AND USE OF NATURAL TOPOGRAPHY.

The design of subdivisions in hillside areas must conform to the grading standards contained in this title.

(Ord. 1102, passed 6-7-04)

§ 16.42.820 ~~§ 16.80.820~~ SIDEWALKS, PARKWAYS AND TRAILS.

(A) ~~(A)~~ Sidewalks must be provided in new subdivisions, and be designed and installed in accordance with adopted city standards.

(B) ~~(B)~~ Parkways must be provided where such parkways will contribute positively to overall subdivision design, will better integrate the subdivision with surrounding land uses, and will implement General Plan policies. Parkways must have a minimum width of four feet or a width as may be required by the responsible review authority. Parkway planting may be required through subdivision conditions of approval.

(C) ~~(C)~~ Bikeways and trails must be provided in new subdivisions. Such bikeways and trails must be designed to eventually connect to a citywide system.

(Ord. 1102, passed 6-7-04)

§ 16.42.830 ~~§ 16.80.830~~ STREET LIGHTING.

Street light fixtures must be provided pursuant to city policies regarding street lighting, or as determined to be necessary by the Engineer.

(Ord. 1102, passed 6-7-04)

§ 16.42.840 ~~§ 16.80.840~~ IMPROVEMENTS - GENERAL.

(A) ~~(A)~~ As a condition for approving any Final Map, the subdivider must improve or agree to make all improvements for all land designated for streets, highways, public ways, and easements. Such improvements include streets, sidewalks, curbs, gutters, culverts, bridges, storm drains, sanitary sewers, permanent subdivision monuments, and other structures or improvements set forth in this division or as recommended by the Planning Commission and/or deemed by the City Council to be necessary for the general use of the lot owners in the subdivision and for traffic and drainage needs.

(B) ~~(B)~~ All improvements must be installed to grades approved by the Engineer. Plans and specifications of proposed improvements must be furnished to the Engineer in conjunction with the Final Map. These plans and profiles must show full details of the proposed improvements in accordance with the most current city standards.

(C) ~~(C)~~ The minimum improvements which the subdivider will be required to make at the ~~subdivider's~~subdivider's own cost in the subdivision before the acceptance and approval of the Final Map is as described generally below and in detail in this division:

(1) ~~(1)~~ Fire hydrants and adequate distribution lines to provide adequate domestic water supply to each lot and sufficient fire protection to meet local neighborhood needs, as determined by the Fire Chief;

(2) ~~(2)~~ City wastewater disposal system to each lot;

(3) ~~(3)~~ Adequate drainage of the subdivision streets, highways, ways and alleys;

(4) ~~(4)~~ Adequate grading and surfacing of streets, highways, ways and alleys;

(5) ~~(5)~~ Curbs, gutters and sidewalks; and

(6) ~~(6)~~ Permanent subdivision monuments.

(Ord. 1102, passed 6-7-04)

§ 16.42.850 ~~§ 16.80.850~~ STREETS.

All required public and private streets must be installed in accordance with plans approved by the Engineer.

(Ord. 1102, passed 6-7-04)

§ 16.42.860 ~~§ 16.80.860~~ DRAINAGE FACILITIES.

All required drainage and flood control facilities must be installed in accordance with plans approved by the Engineer.

(Ord. 1102, passed 6-7-04)

§ 16.42.870 ~~§ 16.80.870~~ UNDERGROUNDING OF UTILITIES.

(A) ~~(A)~~ Utility lines including, without limitation, electrical, telephonic, street, and cable television must be placed underground within all new subdivisions.

(B) ~~(B)~~ All underground construction must be installed before the streets are paved if such construction occurs within streets and requires open excavation of the street surface. All construction must be performed to the satisfaction of the Engineer and in accordance with city standards.

(Ord. 1102, passed 6-7-04)

§ 16.42.880 ~~§ 16.80.880~~ WATER AND SEWER SERVICE.

(A) ~~(A)~~ Water mains and other required facilities must be installed to serve each lot within a proposed subdivision per the requirements of the water service provider. All such facilities must be installed consistent with applicable master plans. Where water facilities are to be installed in a public street, all improvement plans are subject to review by the Public Works Director, and fire hydrant locations and specifications are approved by the Fire Chief.

(B) ~~(B)~~ All new subdivisions and each lot within a proposed subdivision are required to connect to the ~~city's~~city's sewer system. All sewer facilities must be installed consistent with applicable master plans. Where sewer facilities are to be installed in a public street, all improvement plans are subject to review by the Public Works Director.

(Ord. 1102, passed 6-7-04)

§ 16.42.890 ~~§ 16.80.890~~ LANDSCAPING.

Landscaping and associated automatic irrigation systems must be installed as required for erosion control and slope stabilization.

(Ord. 1102, passed 6-7-04)

§ 16.42.900 ~~§ 16.80.900~~ UTILITY EASEMENTS.

(A) ~~(A)~~ The subdivider must reserve and grant the following right-of-way easements, either overhead or underground, to public utility companies:

(1) ~~(1)~~ At the rear of all lots, except at the perimeter of the subdivision, of a width of not less than six feet;

(2) ~~(2)~~ At the rear of all lots at the perimeter of the subdivision, of a width of not less than ten feet;

(3) ~~(3)~~ Along side lot lines, where necessary, of a width of not less than six feet; and

(4) ~~(4)~~ Over areas contiguous to public alleys, where necessary, of a width necessary for overhang of facilities, anchorage, line continuity, ingress and egress, and for trimming and topping trees that may endanger or interfere with the maintenance of such public utility facilities.

(B) ~~(B)~~ Such right-of-way easements are delineated on the subdivision map and identified as ~~"~~"Easements for Public Utilities."~~"~~

(Ord. 1102, passed 6-7-04)

§ 16.42.910 ~~§ 16.80.910~~ CABLE ACCESS.

As a condition of approval of a final map, the subdivider must provide access to all cable operators within the city.

(Ord. 1102, passed 6-7-04)

§ 16.42.920 ~~§ 16.80.920~~ MONUMENTS.

Monuments must be provided as required by the Act.

(Ord. 1102, passed 6-7-04)

§ 16.42.930 ~~§ 16.80.930~~ SUPPLEMENTAL IMPROVEMENTS.

(A) ~~(A)~~ At the City ~~Council's~~Council's direction, the subdivider may be required to install improvements for the benefit of the subdivision which may be of such supplemental size, capacity, number, or length as will benefit property not within the subdivision. Such improvements may be a condition precedent to the approval of a subdivision or parcel map.

(B) ~~(B)~~ The subdivider will be reimbursed for that portion of the costs of those improvements, including an amount attributable to interest, in excess of the construction required for the subdivision.

§ 16.42.940 ~~§ 16.80.940~~ SECURITY AND AGREEMENTS.

(A) ~~(A)~~ A subdivider may record a final or parcel map pursuant to this article before completing required improvements, provided the City Council approves a subdivision improvement agreement and the subdivider provides security as approved by the Council in accordance with Cal. Gov't Code ~~§~~ 66499(a). The improvement agreement and security must be in a form approved by the City Attorney.

(B) ~~(B)~~ The amount of security must be based upon 100% of the estimated cost of the required improvement or improvements. Such cost estimate is provided by the subdivider, based upon information provided by a qualified engineer, and is approved by the Public Works Director.

(C) ~~(C)~~ Release of the security may be accomplished in accordance with Cal. Gov't Code §~~§~~ 66499.7 and 66499.8.

(Ord. 1102, passed 6-7-04)

§ 16.42.950 ~~§ 16.80.950~~ SECURITIES AND SPECIAL ASSESSMENTS.

Should the required subdivision improvements be financed and installed pursuant to special assessment proceedings, the subdivider may apply to the City Council for a reduction in the amount of the improvement security required, up to an amount corresponding to the amount of faithful performance and labor and material bonds required by the special assessment act being used. The City Council may grant such reduction if it finds that such bonds have been in fact provided and that the obligations secured thereby are substantially equivalent to those required by this division.

(Ord. 1102, passed 6-7-04)

§ 16.42.960 ~~§ 16.80.960~~ RIGHT-OF-WAY DEDICATION.

(A) ~~(A)~~ As a condition of approval of a map, the subdivider must dedicate or make an irrevocable offer of dedication of all parcels of land within the subdivision that are needed for streets and alleys (including access rights and abutters rights), drainage, public utility easements, and other public easements.

(B) ~~(B)~~ The subdivider must improve or agree to improve all streets and alleys (including access rights and abutters rights), drainage, public utility easements, and other public easements offered for dedication. Such improvements must be performed in accordance with the requirements of this division or as may otherwise be approved by the City Council.

(Ord. 1102, passed 6-7-04)

§ 16.42.970 ~~§ 16.80.970~~ PARKLAND DEDICATION AND FEES.

All projects approved for development under this division must provide for at a minimum its fair share of future parkland and open space through dedication to the city, or payment of impact fees in accordance with adopted and enacted fee schedules for this purpose, or both.

(Ord. 1102, passed 6-7-04)

§ 16.42.980 ~~§ 16.80.980~~ BICYCLE PATHS AND TRAILS.

(A) ~~(A)~~ For any residential subdivision containing 40 or more parcels, and where the dedication of roadways is required, the subdivider may be required to dedicate such additional land as may be necessary and feasible to provide bicycle paths for the use and safety of residents of the subdivision, as well as bicycle paths included as part of the General Plan Circulation Element Bicycle and Trail Plan.

(B) ~~(B)~~ The subdivider may be required to dedicate additional land as may be necessary and feasible to accommodate trails included in the General Plan Circulation Element Bicycle and Trail Plan.

(Ord. 1102, passed 6-7-04)

§ 16.42.990 ~~§ 16.80.990~~ TRANSIT FACILITIES.

For any residential subdivision containing 200 or more parcels, or for any subdivision containing 100 acres or more, the subdivider may be required to dedicate or provide an irrevocable offer of dedication of land within the subdivision for local transit facilities such as bus turnouts, benches, shelters, bus stop pads, and similar features which directly benefit the residents of the subdivision.

(Ord. 1102, passed 6-7-04)

DIVISION 11: FEES

§ ~~16.80.991~~ 16.43.991 BRIDGE AND MAJOR THOROUGHFARE FEES.

(A) ~~(A)~~ Pursuant to Cal. Gov't Code ~~§~~§66484 and 66489, the city may require the payment of a fee as a condition of approval of a final map, or as a condition of issuing a building permit for purposes of defraying the actual or estimated cost of constructing bridges over waterways, railways, freeways and canyons, or constructing major thoroughfares, upon compliance with the procedure and conditions set forth in this chapter.

(B) ~~(B)~~ Such construction must comply with the circulation element of the ~~city's~~city's general plan and, in the case of bridges, to the transportation or flood control provisions that identify railways, freeways, streams or canyons for which bridge crossings are required on the city's general plan or local roads and in the case of major thoroughfares, to the provisions of such circulation element which identify those major thoroughfares whose primary purpose is to carry through traffic and provide a network connecting to the state highway system; provided, such circulation element, transportation or flood control provisions were adopted by the city 30 days before the filing of a map or application for a building permit.

(C) ~~(C)~~ Payment of a fee is not required or made a condition for approval of a subdivision map or made a condition for the issuance of a building permit until the area benefited is determined by the City Council. There must be a public hearing held by the City Council for each area benefited.

(1) ~~(1)~~ The hearing must be set before the City Council and notice must be given pursuant to Cal. Gov't Code ~~§~~ 65905 at least ten calendar days before the hearing date.

(2) ~~(2)~~ Notices must contain preliminary information related to the boundaries of the area of benefit, estimated cost and method of fee apportionment. The area of benefit may include land or improvements in addition to the land or improvements which are the subject of any map or building permit application considered at such proceedings.

(D) ~~(D)~~ At the conclusion of the public hearing, the City Council may decide to establish the boundaries of the benefit area by resolution, the costs, whether actual or estimated, and a fair method of allocation of costs to the area of benefit and fee apportionment. The city may impose a reasonable charge on property within the area which in the opinion of the City Council is benefited by the construction of the bridge or major thoroughfare. The method of fee apportionment, in the case of major thoroughfares, must not provide for higher fees on land which abuts the proposed improvement except where the abutting property is provided direct usable access to the major thoroughfare. A description of the boundaries of the area of benefit, the property or properties within said area which in the opinion of the City Council are benefited by the construction of the improvement, the costs, whether actual or estimated, and the method of fee apportionment and imposition of charges on properties within the area, as established at the hearing, must be incorporated in the City Council resolution, a certified copy of which must be recorded by the City Council with the County Recorder. Such apportioned fees are applicable to all property within the area of benefit and are payable as a condition of approval of a final map or as a condition of issuing a building permit for such property or portions thereof. Where the area of benefit includes lands not subject to the payment of fees pursuant to this section, the City Council must provide for payment of the share of improvement costs apportioned to such lands from other sources.

(E) ~~(E)~~ Payment of fees with respect to major thoroughfares is not required unless the major thoroughfares are in addition to, or a reconstruction of, any existing major thoroughfares serving the area at the time of the adoption of the boundaries of the area of benefit.

(F) ~~(F)~~ Payment of fees with respect to a bridge facility are not required unless the planned bridge facility is an original bridge serving the area or an addition to any existing bridge facility serving the area at the time of the adoption of the boundaries of the area of benefit. Fees must not be expended to reimburse the cost of existing bridge facility construction.

(G) ~~(G)~~ Major Protest.

(1) ~~(1)~~ Protests against the proposed improvement, the requirement for paying fees, the apportionment of the fees or the determination of the boundaries of the area of benefit may be filed at any time before the hour set for hearing. If there is a written protest filed with the City Clerk by the owners of more than one-half of the area of the property to be benefited by the improvement and sufficient protests are not withdrawn so as to reduce the area represented to less than one-half of that to be benefited, then the proposed proceedings must be abandoned, and the City Council must not, for one year from the filing of that written protest, commence or carry on any proceedings for the same improvement or acquisition under the provisions of these sections.

(2) ~~(2)~~ Nothing in this section must preclude the processing and recordation of maps in accordance with other provisions of the law and ordinances relating to maps if the proceedings under these sections are abandoned.

(3) ~~(3)~~ Any protest may be withdrawn by the owner making the same, in writing, at any time before the conclusion of the aforesaid public hearing held pursuant to this title.

(4) ~~(4)~~ If any majority protest is directed against only a portion of the improvement, then all further proceedings under the provisions of these sections to construct that portion of the improvement so protested against are barred for a period of one year, but the City Council is not barred from commencing new proceedings not including any part of the improvement or acquisition protested against. Nothing in this section prohibits the City Council, within such one-year period, from commencing and carrying on new proceedings or the construction of a portion of the improvements so protested against if it finds, by the affirmative vote of four-fifths of its members, that the owners of more than one-half of the area of the property to be benefited are in favor of going forward with such portion of the improvement or acquisition.

(H) ~~(H)~~ Fees.

(1) ~~(1)~~ Fees or charges paid pursuant to these sections must be deposited in a planned bridge facility or major thoroughfare fund. A fund must be established for each planned bridge facility project or each planned major thoroughfare project. If the benefit area is one in which more than one bridge is required to be constructed, a fund may be so established covering all of the bridge projects in the benefit area. Monies in such fund may be expended only for constructing or reimbursing for construction of the improvement serving the area to be benefitted and from which the fees comprising the fund were collected, or to reimburse the city for the cost of constructing the improvement.

(2) ~~(2)~~ The fees or charges collected must be paid to the city or the subdivider constructing the bridge or major thoroughfare, and the city, with respect to any property within its jurisdiction which in the opinion of the City Council is benefitted by the construction of the bridge or major thoroughfare, may enter into a reimbursement agreement with the subdivider.

(3) ~~(3)~~ In lieu of the payment of fees, the city may accept other considerations which it deems equivalent.

(4) ~~(4)~~ The city may advance money from its general fund or road fund to pay the cost of constructing improvements and may reimburse the general fund or road fund for such advances from planned bridge facility funds or major thoroughfare funds established to finance the construction of such improvements.

(I) ~~(I)~~ Interest-bearing Indebtedness; Other Funds.

(1) ~~(1)~~ The city, when imposing fees pursuant to this section, may incur an interest-bearing indebtedness for the construction of such bridge facilities or major thoroughfares; provided, that the sole security for repayment of such

indebtedness are monies deposited as set forth above in planned bridge facility or major thoroughfare funds.

(2) ~~(2)~~ Nothing in this chapter should be construed to preclude the city from providing funds for the construction of bridge facilities or major thoroughfares in order to defray costs not allocated to the area of benefit.

(Ord. 1102, passed 6-7-04)

§ ~~16.80.992~~ 16.43.992 SUPPLEMENT SIZE, CAPACITY OR NUMBER REQUIRED.

Improvements installed by the subdivider for the benefit of the subdivision must contain supplemental size, capacity, number, or length for the benefit of property not within the subdivision, and such improvements must be dedicated to the public. Supplemental length may include minimum sized off- site sewer lines necessary to reach a sewer outlet in existence at that time.

(Ord. 1102, passed 6-7-04)

§ ~~16.80.993~~ 16.43.993 REIMBURSEMENT AGREEMENT.

The city may enter into an agreement with the subdivider to reimburse the subdivider for that portion of the cost of such improvements equal to the difference between the amount it would have cost the subdivider to install such improvements to serve the subdivision only, and the actual cost of such improvements, including an amount attributable to interest.

(Ord. 1102, passed 6-7-04)

§ ~~16.80.994~~ 16.43.994 METHOD OF REIMBURSEMENT.

In order to pay the costs as required by the reimbursement agreement, the city may:

(A) ~~(A)~~ Collect from other persons, including public agencies, using such improvements for the benefit of real property not within the subdivision, a reasonable charge for such use.

(B) ~~(B)~~ Contribute to the subdivider that part of the cost of the improvements that is attributable to the benefit of real property outside the subdivision and levy a charge upon the real property benefitted to reimburse itself for such cost, together with interest thereon, if any, paid to the subdivider.

(C) ~~(C)~~ Establish and maintain local benefit districts for the levy and collection of such charge or costs from the property benefitted.

(Ord. 1102, passed 6-7-04)

§ ~~16.80.995~~ 16.43.995 REIMBURSEMENT FOR DRAINAGE AND SANITARY SEWER FACILITIES.

The City Council may adopt the plan and map designated in Cal. Gov't Code ~~§~~ 66483 and impose a reasonable charge on property within the area which, in the opinion of the City Council, is benefitted by drainage or sanitary sewer facilities. The charge collected must be paid to the city or subdivider constructing such drainage or sanitary sewer facilities, and any local agency within the drainage or sanitary sewer area may enter into a reimbursement agreement with the subdivider.

(Ord. 1102, passed 6-7-04)

§ ~~16.80.996~~ 16.43.996 REIMBURSEMENT FOR BRIDGES OR MAJOR THOROUGHFARES.

The City Council may establish an area of benefit pursuant to Cal. Gov't Code ~~§~~ 66484 and may impose a reasonable charge on property within the area which, in the opinion of the City Council, is benefitted by the construction of the bridge or major thoroughfare. The charge collected must be paid to the city agency or subdivider constructing the bridge or major thoroughfare, and any local agency having jurisdiction over any property which, in the opinion of the City Council, is benefitted by the construction of the bridge or major thoroughfare may enter into a reimbursement agreement with the subdivider.

(Ord. 1102, passed 6-7-04)

§ ~~16.80.997~~ 16.43.997 FEES ESTABLISHED BY RESOLUTION.

The amount and manner of collecting fees, and the Area of Benefit to which the fees are apportioned, may be established by City Council resolution.

(Ord. 1102, passed 6-7-04)

§ ~~16.80.998~~ 16.43.998 PAYMENT OF FEES REQUIRED.

Pursuant to the provisions of this division, as a condition of approval of a Final Map or as a condition of issuing a building permit, and before a Final Map is filed or a building permit issued, every subdivider must pay any fees established and apportioned to the property pursuant to this division.

(Ord. 1102, passed 6-7-04)

§ ~~16.80.999~~ 16.43.999 IN-LIEU CONSIDERATIONS.

The City Council may accept consideration in lieu of fees required pursuant to this division, provided:

(A) ~~(A)~~ The City Council finds, upon recommendation of the Public Works Director, that the substitute consideration has a value equal to or greater than the fee; and

(B) ~~(B)~~ The substitute consideration is in a form acceptable to the City Council.

(Ord. 1102, passed 6-7-04)

CHAPTER 16.43: ~~CHAPTER 16.85:~~ CONDOMINIUMS AND CONVERSIONS

Section

Division 1. Residential Condominiums and Conversions

~~16.85.010~~ 16.43.010	Purpose
~~16.85.020~~ 16.43.020	Applicability
~~16.85.030~~ 16.43.030	Conditional use permit required
~~16.85.040~~ 16.43.040	Application for residential condominium conversion project
~~16.85.050~~ 16.43.050	Standards and criteria
~~16.85.060~~ 16.43.060	Zone requirements
~~16.85.070~~ 16.43.070	Development standards
~~16.85.080~~ 16.43.080	Noise attenuation
~~16.85.090~~ 16.43.090	Verification of sound class
~~16.85.100~~ 16.43.100	Additional development standards
~~16.85.110~~ 16.43.110	Notice - Residential condominium conversions
~~16.85.120~~ 16.43.120	Right to purchase - Residential condominium conversions
~~16.85.130~~ 16.43.130	Relocation assistance - Residential condominium conversions
~~16.85.140~~ 16.43.140	Covenants, conditions and restrictions (CC&Rs)

~~16.85.150~~ 16.43.150 Preconversion protection - Residential condominium conversions

~~16.85.160~~ 16.43.160 Affordable rental units - Residential condominium conversions

~~16.85.170~~ 16.43.170 Preservation of low-and-moderate income housing supply - Residential condominium conversions

~~16.85.180~~ 16.43.180 Required findings - Residential condominium conversions

~~16.85.190~~ 16.43.190 Conditions of approval - Residential condominium conversions

~~16.85.200~~ 16.43.200 Capital contributions and warranties - Residential condominium conversions

~~16.85.210~~ 16.43.210 Notice upon approval - Residential condominium conversions

~~16.85.220~~ 16.43.220 Modification of residential condominium conversion development standards

Division 2. Commercial and Industrial Condominiums and Conversions

~~16.85.230~~ 16.43.230 Application requirements

~~16.85.240~~ 16.43.240 Standards conformance

~~16.85.250~~ 16.43.250 Other standards and conditions

DIVISION 1: RESIDENTIAL CONDOMINIUMS AND CONVERSIONS

§ 16.43.010 ~~§ 16.85.010~~ PURPOSE.

(A) ~~(A)~~ Residential condominium projects and residential condominium conversion projects provide for individual ownership of separate dwelling units, which usually are in close proximity (either attached or detached) to one another. The area surrounding the dwelling units is a common area that is normally managed and maintained by the individual owners of dwelling units in accordance with the rules of an association agreement. This hybrid ownership, that mixes individual ownership and ownership in common, magnifies the impact upon the public health, safety, welfare, convenience, and economic prosperity of the larger community when conditions of poor land use and site planning, mismanagement, neglect and blight are allowed to occur.

(B) ~~(B)~~ The city seeks to avoid the unique problems that beset residential condominium projects and residential condominium conversion projects and it further seeks to provide a varied choice of housing types and neighborhoods for all residents regardless of whether they are renters or owners. Therefore, it is the express intent of the city to treat residential condominium projects and residential condominium conversion projects, which are usually owner occupied, differently from apartment projects and other like structures or projects, which usually provide rental forms of housing.

(Ord. 1169, passed 2-5-07)

§ 16.43.020 ~~§ 16.85.020~~ APPLICABILITY.

The regulations set forth in this chapter apply to residential condominium projects, residential condominium conversions, and mobile home park condominium conversions.

(Ord. 1169, passed 2-5-07)

§ 16.43.030 ~~§ 16.85.030~~ CONDITIONAL USE PERMIT REQUIRED.

Residential condominium projects. All residential condominium projects require a valid conditional use permit issued in accordance with this Development Code.

(Ord. 1169, passed 2-5-07)

§ 16.43.040 ~~§ 16.85.040~~ APPLICATION FOR RESIDENTIAL CONDOMINIUM CONVERSION PROJECT.

In addition to any other requirements in this Development Code, applications for a conditional use permit for a residential condominium conversion project require the following:

(A) ~~(A)~~ A site plan, which includes at least the location, number of stories, number of dwelling units, and proposed uses for each structure to remain and for each proposed new structure;

(B) ~~(B)~~ The location and description for all private outdoor storage areas;

(C) ~~(C)~~ The location and type of surfacing for all driveways, pedestrian ways, vehicle parking areas and curb cuts;

(D) ~~(D)~~ The location, height and type of materials for walls or fences;

(E) ~~(E)~~ The location of all landscaped areas, the type of landscaping, method of irrigation, and a statement specifying private or common open maintenance;

(F) ~~(F)~~ The location and description of all recreational facilities;

(G) ~~(G)~~ The location size and number parking spaces to be used in conjunction with each unit;

(H) ~~(H)~~ Floor plans, indicating the square footage and number of bedrooms per unit;

(I) ~~(I)~~ Specific information concerning the demographic characteristics of the project, including, without limitation, the following:

(1) ~~(1)~~ A certified list of the names and addresses of all tenants residing in the proposed project at the time the application is filed;

(2) ~~(2)~~ Information concerning the existing tenants households, including family size, length of residence, and age of tenants;

(3) ~~(3)~~ Current rents for each unit;

(4) ~~(4)~~ Square footage and number of rooms in each unit;

(5) ~~(5)~~ Approximate proposed price for which each unit would be sold;

(6) ~~(6)~~ The pro forma budget proposed to be submitted to the State Department of Real Estate or a similar estimate of projected annual operating expenses for the project after conversion and proposed level of maintenance fees or assessments to be borne by individual unit owners prepared by a certified public accountant; and

(7) ~~(7)~~ Such additional information as may be reasonably required by the ~~Planning~~ Director.

(J) ~~(J)~~ A property report describing in detail the condition and useful life of the roof, foundations, exterior paint, insulation, paved surfaces, mechanical systems, electrical systems, plumbing systems, sewer systems, sprinkler systems for landscaping, utility delivery systems, center or community heating and air conditioning systems, fire protection systems including any automatic sprinkler systems, alarm systems, standpipe systems, structural elements and drainage systems of all existing buildings and

structures; such report must be prepared by a registered civil or structural engineer, or a licensed architect. The property report must list each built-in appliance (garbage disposals, dishwashers, water heaters, ranges, ovens and air conditioners) to be contained in each or any unit offered for sale and state whether the appliance is or will be new or used when the unit is first offered for sale. The report must also state the terms and nature of the warranty offered by the applicant on each such appliance.

(K) ~~(K)~~ A descriptive report containing acoustical test data which indicates the noise attenuation characteristics of existing party walls and ceilings; the data for such report must include a sampling of at least 10% of the dwelling units involved, but in no case fewer than two dwelling units, and must be compiled by a person licensed in the field of acoustical testing and engineering.

(L) ~~(L)~~ A structural pest control report on each structure and on each unit within a structure, describing in detail the presence and effects of any wood-destroying organisms, prepared by licensed pest-control operator.

(M) ~~(M)~~ Signed copies from each tenant of notice of intent to convert, as required by this Development Code. The subdivider must submit evidence that a certified letter of notification was sent to each tenant for whom a signed copy of said notice is not submitted.

(Ord. 1169, passed 2-5-07)

§ 16.43.050 ~~§ 16.85.050~~ STANDARDS AND CRITERIA.

(A) ~~(A)~~ *Copy of reports.* For residential condominium conversion projects, the subdivider must provide each prospective purchaser with a copy of the property report, acoustical report and structural pest control report (in their final acceptable form), and a copy of the conditional use permit with all conditions of approval prior to entering escrow. Copies of the reports and permits must be available at all times at the sales office and the project site. The permit and documents must be printed in Spanish if requested.

(B) ~~(B)~~ *Code compliance investigation*. For residential condominium conversion projects, the subdivider must request, and pay for, a code compliance inspection by the Building and Safety Department for all units in a project.

(C) ~~(C)~~ *Covenants, conditions and restrictions (CC&Rs)*. Residential condominium and residential condominium conversions must submit CC&Rs to the city for approval at the time of the conditional use permit application. The CC&Rs must first be approved as to form and content by the City Attorney and then by the City Council at the time the Council takes action on the tentative map. The CC&Rs must include, without limitation, the conveyance of units; parking assignments; common area maintenance agreements, including facilities and landscaping; an estimate of any initial assessment fees anticipated for maintenance; description of how maintenance will be provided for all vehicle access areas; an allocation of appropriate responsibilities for maintaining all utility lines and services for each unit. In addition, the following provisions must be contained in the CC&Rs:

(1) ~~(1)~~ A residential condominium project or residential condominium conversion project consisting of three or more units must establish and maintain a home owners association.

(2) ~~(2)~~ An individual owner cannot avoid liability for the ~~owner's~~owner's prorated share of the expenses for the common area by renouncing rights in the common area.

(3) ~~(3)~~ Any additional conditions as may be required by the City Council.

(4) ~~(4)~~ Any amendment or modification to the CC&Rs relating to the provisions required by the city, must have the approval of the City Council.

(5) ~~(5)~~ The applicant must reimburse all costs for the ~~city's~~city's review of the CC&Rs including, without limitation, ~~attorney's~~attorney's fees.

(D) ~~(D)~~ *Criteria*. In considering residential condominium projects, the Planning Commission and City Council will utilize the following criteria:

(1) ~~(1)~~ The project should be a comprehensive and integrated design, providing its own open space, off-street parking and amenities for contemporary living. Insofar as the scale of the project allows, open space, walkways and other areas for people should be separated from parking areas, driveways and other areas for automobiles.

(2) ~~(2)~~ Architectural unit and harmony should be achieved both within the project and between the project and the surrounding community so that it does not constitute a negative disruption to the established fabric of the community.

(3) ~~(3)~~ The layout of structures and other facilities should be designed for maintenance and management of street, driveway, curb cut, utility and other public or quasi-public improvements. Additionally, structures should be designed to minimize, within the context of accepted architectural practice, the consumption of natural resources either directly or indirectly (e.g., gas, water, and electricity).

(4) ~~(4)~~ The project should be designed to maintain as much of the natural topography, large trees and environment as practicable.

(5) ~~(5)~~ 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.

(6) ~~(6)~~ The layout of units and open space within the project should establish, through the use of structure 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 condominium unit should be private and free from visual, auditory and other intrusions.

(Ord. 1169, passed 2-5-07)

§ 16.43.060 ~~**§ 16.85.060**~~ **ZONE REQUIREMENTS.**

(A) ~~(A)~~ All residential condominiums must meet the standards for residential dwellings within the zone the project is proposed, or in the case of a conversion, where it exists, except as may be modified by this Development Code or through the conditional use permit.

(B) ~~(B)~~ In multi-family zones, the project must meet the common and private usable open space requirements of the underlying zone.

(Ord. 1169, passed 2-5-07)

§ 16.43.070 ~~**§ 16.85.070**~~ **DEVELOPMENT STANDARDS.**

The following standards apply to both residential condominium projects and residential condominium conversion projects.

(A) ~~(A)~~ *Off-street parking*. Each unit must be provided with a two-car garage or carport or with two adjoining single-car garages or carports. One parking space per four units, which may be covered or uncovered, must be provided for guest parking.

(B) ~~(B)~~ *Private storage*. Each unit must have at least 90 cubic feet of enclosed weatherproofed and lockable private storage space in addition to guest, linen, pantry and clothes closets

customarily provided. Such space may be provided in any location approved by the city but cannot be divided into two or more locations.

(C) ~~(C)~~ *Laundry facilities*. A laundry area must be provided in each unit for new condominiums. For condominium conversion projects, laundry facilities may be provided in each unit or a common laundry area. If common laundry areas are provided, such facilities must consist of not less than one automatic washer and dryer for each five units or fraction thereof. A house panel and separate meters for gas and water must serve common laundry areas.

(D) ~~(D)~~ *Drip pans*. Clothes washers, dish-washers, hot water heaters and any other appliance which the Building Official determines to be a potential source of water leakage or flooding must be installed with built-in drip pans and appropriate drains subject to the approval of the Building Official.

(E) ~~(E)~~ *Utility meters*. Each utility that is controlled by and consumed within the individual unit must be separately metered in such a way that the unit owner can be separately billed for its use. In the case of water, master meters for the project may be permitted, with the exception of water sprinklers, in certain projects in which the Planning Commission or the City Council finds that there will be a substantially uniform use of water by individual owners, provided each unit is individually plumbed and each is provided with an accessible location for future installation of a submeter.

(F) ~~(F)~~ *Circuit breakers*. Each unit must have its own circuit breaker panel for all electrical circuits and outlets, which serve the unit. Circuit breaker panels must be accessible to occupants.

(G) ~~(G)~~ *Isolation of vibration and structure-borne noise*. Isolation of vibration and sources of structure-borne noise in condominium projects where units have common walls, floors or ceilings must comply with the following:

(1) ~~(1)~~ Shock mounting of mechanical equipment. All permanent mechanical equipment such as motors, compressors, pumps and compactors which, because of their rotation, reciprocation, expansion and/or contraction, turbulence, oscillation, pulsation, impaction or detonation, is determined by the Building Official to be a source of structural vibration or structure-borne noise must be shock-mounted with inertia blocks or bases and/or vibration isolators in a manner approved by the Building Official. Domestic appliances which are cabinet installed or built into the individual units, such as clothes washers and dryers, or other appliances which are determined by the Building Official to be a source of structural vibration or structure-borne noise, must be isolated from cabinets and the floor or ceiling by resilient gaskets and vibration mounts approved by the Building Official. The cabinets in which they are installed should be offset from the back wall with strip gasketing of felt, cork or similar material approved by the Building Official. Where such appliances utilize water, flexible connectors must be installed on all water lines. If the units can accommodate nonpermanent appliances such as clothes washers and dryers, then permanent rubber mounting bases and surface plates must be installed in a manner approved by the Building Official.

(2) ~~(2)~~ Location of plumbing fixtures. No plumbing fixture may be located on a common wall between two separate units where it would back up to a living room, family room, dining room, den or bedroom of an adjoining unit. For residential condominium conversion projects, where determined practicable by the Building Official, plumbing fixtures must be located on interior walls within the unit or on exterior walls of the project.

(3) ~~(3)~~ Isolation and insulation of lines. All water supply lines within the project must be isolated from wood or metal framing with pipe isolators specifically manufactured for that purpose and approved by the Building Official. In multi-story condominium projects, all vertical drainage pipes must be surrounded by three-quarter-inch thick dense insulation board or full thick fiberglass or wool blanket insulation for its entire length including the sections that pass through wood or metal framing. All vertical drainage pipes must be cast iron.

(4) ~~(4)~~ Drain waste and vents. All drain waste and vents must be separate, and connected only outside of the building.

(Ord. 1169, passed 2-5-07)

§ 16.43.080 ~~§ 16.85.080~~ NOISE ATTENUATION.

The following standards apply to both residential condominium projects and residential condominium conversion projects.

(A) ~~(A)~~ *General*. 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 for walls, and both airborne and impact sound insulation for floor/ceiling assemblies.

(B) ~~(B)~~ *Airborne sound insulation*. All wall assemblies must be of a type of construction that has a minimum rating of 55 STC (sound trans-mission class). All floor/ceiling assemblies must be of a type of construction that has a minimum rating of 55 STC. Wood floor joists and subflooring must not be continuous between separate condominium units. Penetrations or openings in the construction for piping, electrical outlets and devices, recess cabinets, bathtubs, soffits, heating, and ventilating or air-conditioning intake and exhaust ducts, and the like must be sealed, lined, insulated or otherwise treated to maintain the required rating and such treatment must be approved by the Building Official. Entrance doors to the unit must be of solid construction and, together with perimeter seals, must have a minimum rating of 33 STC. Such perimeter seals must be maintained in effective operating condition.

(C) ~~(C)~~ *Impact sound insulation*. All separating floor/ceiling assemblies must be of a type of construction that has a minimum rating of 65 IIC (impact insulation class). Floor coverings may be included in the assembly to obtain the required ratings, but must be retained as a permanent part of the assembly and may only be replaced by another floor covering that provides the same or greater impact insulation.

(Ord. 1169, passed 2-5-07)

§ 16.43.090 ~~§ 16.85.090~~ VERIFICATION OF SOUND CLASS.

The following standards apply to both residential condominium projects and residential condominium conversion projects.

(A) ~~(A)~~ STC and IIC ratings must be based on the results of laboratory measurements and will not be subjected to field testing. The STC rating must be based on the American Society for Testing and Materials system specified in ASTM E90-66t or equivalent. The IIC rating must be based on the system in use at the National Bureau of Standards or equivalent. Ratings obtained from other testing procedures will require adjustment to the above rating systems.

(B) ~~(B)~~ In documenting wall and floor/ceiling compliance with the required sound ratings, the applicant of the residential condominium project or residential condominium conversion must either:

(1) ~~(1)~~ Furnish the Building Official with data based upon tests performed by a recognized and approved testing laboratory; or

(2) ~~(2)~~ Furnish the Building Official with verified ~~manufacturer's~~manufacturer's data on the ratings of the various wall and floor/ceiling assemblies utilized in the project.

(C) ~~(C)~~ Field testing may be required for residential condominium conversions projects if the Building Official finds that it is necessary to verify the technical data submitted.

(Ord. 1169, passed 2-5-07)

§ 16.43.100 ~~§ 16.85.100~~ ADDITIONAL DEVELOPMENT STANDARDS.

The following standards apply to both residential condominium projects and residential condominium conversion projects.

(A) ~~(A)~~ All residential condominium and condominium conversion projects must comply with all applicable uniform codes as adopted by the city including without limitation fire, building, plumbing and electrical.

(B) ~~(B)~~ *Fire-resistive separations*. All separation between units must be one-hour fire-resistive construction as a minimum.

(C) ~~(C)~~ *Energy conservation measures*. Roof and ceiling assemblies must meet the R-30 insulation standards. Exterior openings must be weather-stripped. New or replacement windows must meet state energy standards. Exposed heating ducts and hot water piping and hot water tanks must be insulated. Every project must include energy conservation features such as high efficiency furnaces, low flow toilets and showerheads, as determined by the Building Official per the State Energy Code.

(D) ~~(D)~~ All public improvements necessary to comply with city requirements must be constructed before the final map can be approved.

(E) ~~(E)~~ *Seismic safety report*. For residential condominium conversion projects only, a seismic safety report with recommended improvements must be provided.

(F) ~~(F)~~ *Appearance*. For residential condominium conversion projects only, all main buildings, structures, fences, patio enclosures, carports, accessory buildings, sidewalks, driveways, landscaped areas irrigation systems and additional elements as required by the City Council must be refurbished and restored as necessary to achieve a high degree of appearance, quality and safety.

(Ord. 1169, passed 2-5-07)

§ 16.43.110 ~~§ 16.85.110~~ NOTICE - RESIDENTIAL CONDOMINIUM CONVERSIONS.

(A) ~~(A)~~ Notice to the tenants within a proposed condominium or cooperative conversion must be as provided in Cal. ~~Gov't~~Gov't Code ~~§~~ 66427.1. The subdivider is responsible for any costs involved in complying with the provisions of this division. Conversion of a mobile home park to another use will require compliance with Cal. ~~Gov't~~Gov't Code ~~§~~ 66427.4.

(B) ~~(B)~~ Written notices must also be mailed to each tenant residing in the project not less than ten days before the public hearing on the conditional use permit.

(Ord. 1169, passed 2-5-07)

§ 16.43.120 ~~§ 16.85.120~~ RIGHT TO PURCHASE - RESIDENTIAL CONDOMINIUM CONVERSIONS.

Pursuant to Cal. ~~Gov't~~Gov't. Code ~~§~~ 66427.1, the subdivider must provide each tenant notice of an exclusive right to contract for the purchase of his or her respective unit upon the same terms and conditions that such unit will be initially offered to the general public.

(Ord. 1169, passed 2-5-07)

§ 16.43.130 ~~§ 16.85.130~~ RELOCATION ASSISTANCE - RESIDENTIAL CONDOMINIUM CONVERSIONS.

The subdivider must provide relocation assistance to any tenant who was a resident of the building to be converted at least 60 days before the filing date of the tentative map, as well as on the date of final map approval, and who does not intend to purchase a unit. Such assistance must include the following:

(A) ~~(A)~~ The subdivider must provide each tenant with a complete and current list of available rental units within a three-mile radius of the building being converted, which are comparable in size, price and amenities. This list must be provided with the 180-day notice of tenancy termination as required in Cal. ~~Gov't~~Gov't Code ~~§~~ 66427.1.

(B) ~~(B)~~ The subdivider must pay relocation assistance equaling the cost of three months rent, to each rental household at the time the 180-day notice of tenancy termination is given. If the tenant elects to purchase his or her unit, such relocation assistance must be applied to the cost of the unit.

(C) ~~(C)~~ Any tenant over the age of 62, handicapped as defined in Cal. Health & Safety Code ~~§~~ 50072, disabled as defined in 42 USC ~~§~~ 423(d), and any successor statute or regulation, or residing with one or more minor dependent children, must be given an additional 60 days to relocate beyond the 180-day provision of the Government Code.

(D) ~~(D)~~ In conversion projects of 25 or more dwelling units, the developer must provide a relocation specialist to assist displaced tenants in finding new housing who must be on-site at least biweekly, beginning no later than 15 days after the approval of the tentative map by the city and continuing until the expiration of the tentative map or six months after the approval of the final map, whichever occurs first.

(Ord. 1169, passed 2-5-07)

§ 16.43.140 ~~§ 16.85.140~~ COVENANTS, CONDITIONS AND RESTRICTIONS (CC&RS).

In addition to the general requirements for CC&Rs set forth in this chapter, the following provisions must be contained in CC&Rs for residential condominium conversions:

(A) ~~(A)~~ For the period beginning with the sale of the first unit and continuing for a period of one year after the sale of 50% of the units the developer must fulfill all responsibilities of the association for maintenance of all facilities that may require maintenance during this period. The expiration of this period will not limit or relieve the developer from satisfactory performance of any agreements executed with the city.

(B) ~~(B)~~ The condominium must be managed by a professional manager or management firm for at least the first year following the date of the sale of the first unit.

(Ord. 1169, passed 2-5-07)

§ 16.43.150 ~~§ 16.85.150~~ PRECONVERSION PROTECTION - RESIDENTIAL CONDOMINIUM CONVERSIONS.

From the date of application for a permit to convert, or until relocation takes place or the application is denied or withdrawn, but in no event for more than two years, no tenant can be unjustly evicted and no ~~tenant's~~tenant's rent can be increased more frequently than once every year nor in an amount greater than the annual increase in utility costs and insurance costs, plus increased operating costs not to exceed 2% a year. This limitation will not apply if rent increases are expressly provided for in leases or contracts in existence before the filing date of the conditional use permit for the conversion.

(Ord. 1169, passed 2-5-07)

§ 16.43.160 ~~§ 16.85.160~~ AFFORDABLE RENTAL UNITS - RESIDENTIAL CONDOMINIUM CONVERSIONS.

If any of the units in the project are classified as ~~"~~"affordable housing~~"~~" under this Development Code, a conditional use permit allowing for residential condominium conversion can be approved only with a condition requiring the project to have the same number and type of affordable units after conversion. Such condition will be secured with an appropriate covenant in a form approved by the City Attorney. All units subject to this affordability restriction must be owner-occupied, except as otherwise set forth in an approved affordable housing plan. Any such units that are retained by the original owner and not sold are subject to affordable rental restrictions as set forth in this Development Code.

(Ord. 1169, passed 2-5-07)

§ 16.43.170 ~~§ 16.85.170~~ PRESERVATION OF LOW-AND-MODERATE INCOME HOUSING SUPPLY - RESIDENTIAL CONDOMINIUM CONVERSIONS.

In order to reduce the effect of conversions on the ~~city's~~city's housing supply and to minimize the displacement of tenants, the number of residential condominium conversion projects is limited as follows:

(A) ~~(A)~~ The current vacancy rate for rental units within the city is not less than 2.45%, as determined by the most recent Community Development Department survey, State of California Department of Finance or other reliable vacancy rate data acceptable to the city; or

(B) ~~(B)~~ That mitigating circumstances exist which justify approval of the condominium conversion when the vacancy rate is lower than 2.45%. Consideration of mitigating circumstances must, at a minimum, include that new rental units are to be constructed which will replace those to be converted. The number of replacement units will equal or exceed the number of units proposed to be converted. Replacement units will be completed and occupancy permits issued before approval of the final map for the conversion; or that the conversion will help meet other city housing goals by providing a substantial percentage of its units at affordable prices and the provision of such housing opportunities outweighs any loss of rental units.

(Ord. 1169, passed 2-5-07)

§ 16.43.180 ~~§ 16.85.180~~ REQUIRED FINDINGS - RESIDENTIAL CONDOMINIUM CONVERSIONS.

In approving a conditional use permit for a residential condominium conversion project, the Planning Commission or City Council must find that the proposed residential condominium conversion project would not adversely affect the supply and availability of rental housing in the city or within a specified area in the city and make the following findings:

(A) ~~(A)~~ All provisions of this title and the Subdivision Map Act are met, including all notices required pursuant to Cal. ~~Gov't~~Gov't Code ~~§~~ 66427.1;

(B) ~~(B)~~ The proposed conversion is consistent with the General Plan;

(C) ~~(C)~~ The proposed conversion will conform to this Development Code, in effect at the time of tentative map approval, except as otherwise provided in this chapter;

(D) ~~(D)~~ The overall design and physical conditions of the condominium conversion achieves a high degree of appearance, quality and safety; and

(E) ~~(E)~~ The current vacancy rate for rental units within the city is not less than 2.45% except as otherwise provided in the chapter.

(Ord. 1169, passed 2-5-07)

§ 16.43.190 ~~§ 16.85.190~~ CONDITIONS OF APPROVAL - RESIDENTIAL CONDOMINIUM CONVERSIONS.

All conditional use permits allowing residential condominium conversion projects are subject to all of the following conditions in addition to those deemed necessary by the Planning Commission or City Council:

(A) ~~(A)~~ All tenants must be given a minimum of 180 days notice to vacate the premises in accordance with applicable law. Such notice does not restrict the exercise of lawful remedies pertaining to, without limitation, tenants'' default in the payment of rent or the defacing or destruction of all or part of the rented premises.

(B) ~~(B)~~ The property owner must request and receive inspection of individual dwelling units from the Building Department before sale or reoccupancy of each unit.

(C) ~~(C)~~ In the case of the conversion of a mobile home park to any other use, the person proposing such a change of use must file a report with the city and the tenants on the impact of the conversion upon the displaced residents of the mobile home park to be converted as provided for in Cal. ~~Gov't~~Gov't Code ~~§~~ 65863.7. The city will have the right to require the person proposing the conversion to mitigate any adverse impacts of the conversion on the ability of the displaced residents to find adequate space in a mobile home park.

(Ord. 1169, passed 2-5-07)

§ 16.43.200 ~~§ 16.85.200~~ CAPITAL CONTRIBUTIONS AND WARRANTIES - RESIDENTIAL CONDOMINIUM CONVERSIONS.

Without limiting the generality of the provisions relating to conditions that may be imposed on a conditional use permit under this title, the City Council may include the following in any conditional use permit issued pursuant to this chapter:

(A) ~~(A)~~ A capital contribution provided by the subdivider to the association for the deferred maintenance of the common area and the deferred maintenance or replacement of any of the elements described in the property report, which are owned or maintained by the association. The information regarding the estimated replacement cost of those elements whose useful life is less than five years may be used in determining the amount of such contribution.

(B) ~~(B)~~ A one-year warranty provided free of charge by the subdivider to the association for those systems described in the property report which are owned or maintained by the association. Such warranty need not cover those systems, which may be covered by a substantial capital contribution by the developer for deferred maintenance.

(C) ~~(C)~~ A one-year warranty provided free of charge by the subdivider to the first purchaser of each unit on dishwashers, garbage disposals, stoves, refrigerators, hot water tanks, heating systems, and air conditioners provided therein as of the close of escrow.

(Ord. 1169, passed 2-5-07)

§ 16.43.210 ~~§ 16.85.210~~ NOTICE UPON APPROVAL - RESIDENTIAL CONDOMINIUM CONVERSIONS.

(A) ~~(A)~~ Written notices must be mailed to all tenants residing in the project within ten days after the approval of any conditional use permit allowing a residential condominium conversion project.

(B) ~~(B)~~ Such notice must state all of the conditions of approval of the conditional use permit.

(Ord. 1169, passed 2-5-07)

§ 16.43.220 ~~§ 16.85.220~~ MODIFICATION OF RESIDENTIAL CONDOMINIUM CONVERSION DEVELOPMENT STANDARDS.

The City Council can modify the development standards on residential condominium projects or residential condominium conversion projects through the conditional use permit if, based upon substantial evidence, the City Council finds that the modification will not be materially detrimental to the proposed residents of the projects or to residents of surrounding properties; the modification is not materially detrimental to public health or safety; and that the modification helps implement the goals of the General Plan.

(Ord. 1169, passed 2-5-07)

DIVISION 2: COMMERCIAL AND INDUSTRIAL CONDOMINIUMS AND CONVERSIONS

§ 16.43.230 ~~§ 16.85.230~~ APPLICATION REQUIREMENTS.

All commercial and industrial condominium and cooperative or condominium and cooperative conversion projects require a conditional use permit and must comply with all provisions of the subdivision regulations of the city and the Subdivision Map Act.

(Ord. 1169, passed 2-5-07)

§ 16.43.240 ~~§ 16.85.240~~ STANDARDS CONFORMANCE.

All commercial and industrial condominiums and cooperatives, whether being constructed or converted, must comply with the standards set forth below unless, in the opinion of the Planning Commission or City Council, the strict adherence to these standards is unreasonable or impossible and the project should still be approved for other reasons based upon substantial evidence.

(A) ~~(A)~~ Unit Separation Walls. All unit separation walls must be of one-hour fire-resistive construction as a minimum.

(B) ~~(B)~~ Utility Metering. All units must be separately metered for all public utilities unless findings can be made by the Planning Commission or the City Council that utility usage will be nearly uniform for all units within the project.

(C) ~~(C)~~ Meter Rooms. Any meter rooms must have an outside access point, which is available to all units without the necessity of entering another unit.

(D) ~~(D)~~ Restroom Facilities. Each unit must have individual restroom facilities. If, in the opinion of the Planning Commission or City Council, such facilities cannot be provided, community restroom facilities may be provided if those facilities are available to each unit without the necessity of entering another unit.

(Ord. 1169, passed 2-5-07)

§ 16.43.250 ~~§ 16.85.250~~ OTHER STANDARDS AND CONDITIONS.

The project must meet all of the development standards required of properties within the zone in which the project is located as well as any other conditions which may be imposed as a part of the conditional use permit or subdivision approval.

(Ord. 1169, passed 2-5-07)

CHAPTER 16.44: ~~CHAPTER 16.96:~~ GRADING PERMITS

Section

~~16.96.010~~ 16.44.010	Purpose and intent
~~16.96.020~~ 16.44.020	Applicability
~~16.96.030~~ 16.44.030	Grading permit required
~~16.96.040~~ 16.44.040	Grading permit application
~~16.96.050~~ 16.44.050	Grading permit issuance and conditions
~~16.96.060~~ 16.44.060	Performance security
~~16.96.070~~ 16.44.070	Time limits and extensions
~~16.96.080~~ 16.44.080	Inspections during grading operations
~~16.96.090~~ 16.44.090	Inspections and final report

§ 16.44.010 ~~§ 16.96.010~~ PURPOSE AND INTENT.

The purpose of Chapters ~~16.96~~16.44 through ~~16.99~~16.47 (Grading and Erosion Control) of this Title 16 is to establish minimum requirements for the grading of properties both in hillside and other environments. These requirements are intended to minimize hazards affecting people and properties from adverse slope, erosion, and drainage conditions; protect the integrity and diversity of natural environments, and the animals living in these environments; and preserve and enhance the scenic qualities and aesthetic character of the city.

(Ord. 1103, passed 3-7-05)

§ 16.44.020 ~~§ 16.96.020~~ APPLICABILITY.

(A) ~~(A)~~ The provisions of Chapters ~~16.96~~16.44 through ~~16.99~~16.47 (Grading and Erosion Control) of this Title 16 apply to all excavation, fill, or other grading activities regardless of whether a grading permit is required, unless alternate grading and erosion control standards have been established for a particular site through the adoption of a specific plan.

(B) ~~(B)~~ Every map approved pursuant to this Title 16 will be conditioned on compliance with the requirements for grading and erosion control, including the prevention of sedimentation or damage to off-site property, as set forth in the Building Code.

(C) ~~(C)~~ The provisions of Chapters ~~16.96~~16.44 through ~~16.99~~16.47 (Grading and Erosion Control) of this Title 16 will not apply to work accomplished under the auspices of, or on land owned or controlled by, the United States of America or by the State of California.

(Ord. 1103, passed 3-7-05)

§ 16.44.030 ~~§ 16.96.030~~ GRADING PERMIT REQUIRED.

(A) ~~(A)~~ *Permit required*. No person may commence or perform any grading or relocation of earth, and no person may import or export any earth materials to or from any grading site without first having obtained the appropriate development permit and/or final recorded tract map, and without first having received a grading permit from the City Engineer or Building Official, as required by provisions of this chapter.

(B) ~~(B)~~ *Grading on adjacent property*. Upon approval by the City Engineer or Building Official, grading may be performed on property for which required permits or entitlements have not been granted, if such grading is necessary to development on adjacent property for which such permits or entitlements have been granted.

(C) ~~(C)~~ *Exceptions*. The following activities are exempt from the requirement for a grading permit:

(1) ~~(1)~~ An excavation which does not exceed 50 cubic yards or is less than two feet in depth, or which does not create a cut slope greater than five feet in height and steeper than 2:1, unless the cut slope is made in an area of adverse geological conditions.

(2) ~~(2)~~ A fill less than one foot in depth and placed on natural terrain with a slope flatter than 5:1, or a fill less than three feet in depth not intended to support structures, provided such fill does not exceed 50 cubic yards on any one lot and does not obstruct a drainage course.

(3) ~~(3)~~ Excavations below the finished grade for basements and footings of buildings, retaining walls, swimming pools, or other structures authorized by a valid building permit. This will not exempt any fill made with materials from such excavations or exempt any excavation having an unsupported height greater than five feet after the completion of such structures.

(4) ~~(4)~~ Mining, quarrying, excavating, processing, and the stockpiling of rock sand, or gravel aggregate or clay, provided a valid surface mining permit has been issued by the city pursuant to Chapters ~~16.100~~16.48 through ~~16.104~~16.50 (Surface Mining and Reclamation) of this Title 16.

(5) ~~(5)~~ The depositing of rubbish or other materials at any dump or sanitary landfill approved by and operating pursuant to the requirements, rules, and other applicable local, state, and federal regulations. Such exemption will not extend, however, to surrounding berms, permanent access roads to the site, permanent building sites, or protective drainage works.

(6) ~~(6)~~ The construction of dams or reservoirs regulated or owned by the state and the federal governments.

(7) ~~(7)~~ The temporary stockpiling of quarried or mined products or earth for future processing, disposal, or sale, but only insofar as such operations are conducted at a distance of more than 100 feet inside the outer property line of any parcel of land held in a single ownership, and further provided such stockpiling is authorized by applicable land use permits.

(8) ~~(8)~~ Fanning and agricultural grading operations on parcels in a single ownership which are

larger than ten acres, and are zoned and used primarily for agricultural and/or soil and water conservation work under the direct control of the United States Department of Agriculture Soil Conservation Service. Fanning and agricultural grading operations will not be interpreted to include:

(a) ~~(a)~~ The construction of water- impounding structures of earth (which are not under the direct control of the United States Department of Agriculture Soil Conservation Service), where the maximum depth to which water is or may be impounded is five feet or greater, or

(b) ~~(b)~~ The excavation and/or filling of earth on which a structure requiring a building permit is to be supported.

(9) ~~(9)~~ Grading operations conducted by the city for capital improvement projects approved by the Council.

(10) ~~(10)~~ Exploratory borings and trenches made for soil engineering and engineering geological investigations.

(11) ~~(11)~~ Routine excavations and fills for cemetery graves.

(12) ~~(12)~~ Any grading operation conducted during a period of emergency or disaster and which is directly connected with or related to the relief of conditions caused by such emergency or disaster.

(Ord. 1103, passed 3-7-05)

§ 16.44.040 ~~§ 16.96.040~~ GRADING PERMIT APPLICATION.

(A) ~~(A)~~ *Application requirements*. An application for a grading permit and all required permit fees must be filed with the City Engineer or Building Official on forms provided by the city and in accordance with the terms set forth on the form. Except as waived by the City Engineer or Building Official for minor grading, the plans must be prepared and signed by a civil engineer, soils engineer, and, where applicable, engineering geologist, and/or landscape architect, and must show the following:

(1) ~~(1)~~ A vicinity sketch or other data adequately indicating the site location.

(2) ~~(2)~~ The property lines and dimensions and bearings of the property on which the work is to be performed.

(3) ~~(3)~~ The location of any existing buildings or structures on the property where the work is to be performed, and the location of any building or structure on the land of adjacent property owners, where such building or structure is within 50 feet of the property boundary.

(4) ~~(4)~~ Identification of any tree or trees protected by the provisions of Chapter 16.232 (Tree Removal Permit) of this Title 16, including those trees for which removal has been expressly

allowed. The location of such trees must be precisely depicted on the plan, indicating the location of the exact center of the trunk, based upon a field survey by a licensed surveyor. Trees to remain must be permanently marked with numbered tags at a location three feet above the natural grade in a manner acceptable to the Public Works Director. The plan must indicate such tag number for each tree, the diameter of the trunk of each tree, the existing ground elevation of the downhill side of the tree, a specific reference to its habit of branching (i.e., low branching restricting movement to the southeast), and the ground plane projections the natural drip line of the tree, as determined by a physical survey. The plan must indicate the proposed disposition of each such tree.

(5) ~~(5)~~ Accurate topography showing suitable contours of the existing ground. The contours must be extended past the boundary lines of any project for a minimum of 100 feet. The City Engineer or Building Official may require the contours to be extended to include the watershed area and all other areas influencing the proposed development.

(6) ~~(6)~~ The deviations, dimensions, locations, extent, and slopes of all proposed grading, shown by contours or other means.

(7) ~~(7)~~ A certification of the quantity and type of material of the excavation and fill involved, and the estimated starting and completion dates.

(8) ~~(8)~~ Detailed plans of all drainage devices, walls, cribbing, dams, or other protective devices to be constructed in connection with or as a part of the proposed work, together with a map showing the drainage area and estimated runoff of the area served by the drains. All hydrologic and hydraulic calculations must be signed by a civil engineer.

(9) ~~(9)~~ Any special reports, such as geotechnical, soils, or groundwater, required by the City Engineer or Building Official.

(10) ~~(10)~~ An indication as to the type of structure to be constructed or proposed use of the site, such as single-family residence, multiple-family residence, or commercial or industrial building.

(11) ~~(11)~~ Any additional plans, drawings, or calculations required by the City Engineer or Building Official to facilitate review of the grading plan.

(B) ~~(B)~~ *Environmental review*. Grading permit applications are subject to review under the California Environmental Quality Act, or CEQA (Cal. Pub. Res. Code §~~§~~ 21000 et seq.), the Guidelines for the California Environmental Quality Act (Cal. ~~Gov't~~Gov't Code ~~§~~§15000 et seq.), and the ~~city's~~city's own CEQA guidelines, except as may be exempted by these statutes and regulations. Any such required review will be conducted in conjunction with review of a grading permit application, unless proposed grading has previously been reviewed as part of an approved land use permit pursuant to this Title 16.

(Ord. 1103, passed 3-7-05)

§ 16.44.050 ~~§ 16.96.050~~ GRADING PERMIT ISSUANCE AND CONDITIONS.

(A) ~~(A)~~ *Findings required for approval*. Grading projects may be approved and grading permits issued only when the City Engineer or Building Official makes all of the following findings:

(1) ~~(1)~~ The proposed grading conforms to all applicable requirements set forth in Chapters ~~16.96~~16.44 through ~~16.99~~16.47 (Grading and Erosion Control) of this Title 16;

(2) ~~(2)~~ The proposed grading conforms with all applicable provisions of the General Plan, any applicable specific plan, and any applicable associated discretionary approval issued pursuant to this Title 16;

(3) ~~(3)~~ Any permits required by county, state, or federal agencies for the proposed grading have been obtained;

(4) ~~(4)~~ Appropriate environmental review pursuant to the California Environmental Quality Act has been completed;

(5) ~~(5)~~ The proposed grading will not endanger any private property or present hazards to human life;

(6) ~~(6)~~ The proposed grading will not result in the deposit of debris on any public property, create erosion hazards, or interfere with any existing drainage course; and

(7) ~~(7)~~ The proposed grading will achieve the ~~city's~~city's aesthetic goals for protection of viewsheds and scenic resources.

(B) ~~(B)~~ *Grounds for denial*. If the City Engineer or Building Official is unable to make all of the findings cited in paragraph (A) above and/or the area for which grading is proposed is subject to geological or flood hazard to the extent that no reasonable amount of corrective work can eliminate or sufficiently reduce the hazard to human life or property, the grading permit will be denied.

(C) ~~(C)~~ *Conditions*. In granting any permit pursuant to the provisions of this chapter, the City Engineer, Building Official, or their authorized representatives may attach such conditions as may be reasonably necessary to prevent the creation of a nuisance or hazard to public or private property. Such conditions may include, but will not be limited to:

(1) ~~(1)~~ The improvement of any existing grading to bring it up to the standards of this chapter;

(2) ~~(2)~~ Requirements for the fencing of excavations or fills which would otherwise be hazardous;

(3) ~~(3)~~ Control of dust, erosion, water runoff, noise, and construction traffic;

(4) ~~(4)~~ Protection of trees pursuant to the provisions of Chapter 16.232 (Tree Removal Permit) of this Title 16; and

(5) ~~(5)~~ Mitigation of any adverse environmental impacts identified through associated CEQA documentation.

(Ord. 1103, passed 3-7-05)

§ 16.44.060 ~~§ 16.96.060~~ PERFORMANCE SECURITY.

A grading permit will not be issued until the permittee posts with the office of the City Engineer or Building Official a bond or cash deposit to insure compliance with the provisions of Chapters ~~16.96~~16.44 through ~~16.98~~16.46 (Grading and Erosion Control) of this Title 16 and all conditions imposed on behalf of the city.

(Ord. 1103, passed 3-7-05)

§ 16.44.070 ~~§ 16.96.070~~ TIME LIMITS AND EXTENSIONS.

(A) ~~(A)~~ *Time limit*.

(1) ~~(1)~~ Once a grading permit has been issued, the permittee must fully perform and complete all of the approved work pursuant to the grading permit within the time limit specified in the permit. Once grading has commenced, it must be pursued with diligence so as to complete the operation within a reasonable period of time.

(2) ~~(2)~~ If there is a cessation of grading activity for a period in excess of 60 days, the city may utilize the bonds posted to guarantee performance to complete the grading. The cessation of grading activity between November 1 and April 15 due to heavy rainfall will not be cause for the city to utilize the bonds to complete the grading.

(B) ~~(B)~~ *Extensions*. If the permittee is unable to complete the work within the specified time, he or she may, prior to the expiration of the permit, submit a written request for an extension of time in which to complete the work. If, in the opinion of the City Engineer or Building Official, sufficient justification is shown, the time specified on the permit may be extended for a period of up to 180 days or as approved by the City Engineer or Building Official, but no such extension will release any surety upon the bond.

(Ord. 1103, passed 3-7-05)

§ 16.44.080 ~~§ 16.96.080~~ INSPECTIONS DURING GRADING OPERATIONS.

(A) ~~(A)~~ The City Engineer, the Building Official, the ~~Planning~~ Director, the City Council, and the surety company, or their duly authorized representatives, must have access to the premises described in the grading permit for the purposes of inspecting progress of the work. In the event of default in the performance of any term or condition of the permit, the surety, or any person employed or engaged in his or her behalf, must have the right to go upon the premises to complete the required work, including installation of temporary erosion control devices and landscaping as required by the provisions of Chapters ~~16.96~~16.44 through ~~16.99~~16.47 (Grading and Erosion Control) of this Title 16.

(B) ~~(B)~~ It will be unlawful for the owner or any other person to interfere with the ingress or egress from such premises of any authorized representative or agent of any surety company or the city engaged in the work ordered by the City Engineer, Building Official or the City Council.

(Ord. 1103, passed 3-7-05)

§ 16.44.090 ~~§ 16.96.090~~ INSPECTIONS AND FINAL REPORT.

(A) ~~(A)~~ *Inspections authorized*. All construction or work for which a permit is required will be subject to inspections by authorized employees of the city, and certain types of work to be determined by the City Engineer or Building Official will have either continuous inspection and supervision by a registered civil engineer, soils engineer, engineering geologist, and/or other appropriate consultants as a condition of the issuance of the grading permit. Prior to issuing a grading certificate, a final inspection will be made of all construction or work for which a permit has been issued.

(B) ~~(B)~~ *Exposure of work*. Whenever any work on which called inspections are required, as specified in this section, is covered or concealed by additional work without having first been inspected, the City Engineer or Building Official may, by written notice, require that such work be exposed for examination. The work of exposing and recovering will not entail expense to the city.

(C) ~~(C)~~ *Notices*. The permittee or his or her agent must notify the City Engineer or Building Official at least 24 hours in advance of the time when the grading operation is ready for each of the following inspections:

(1) ~~(1)~~ *Initial inspections*. When the permittee is ready to begin work but before any grading or brushing is started;

(2) ~~(2)~~ *Toe inspections*. After the natural ground is exposed and prepared to receive fill but prior to the placing of any fill. Approval for placing fill must not be made until all debris and unsuitable material has been removed from the site to an approved location;

(3) ~~(3)~~ *Subdrain inspections*. Inspections will be required on all subdrains after the installation but prior to the placement of any fill;

(4) ~~(4)~~ *Excavation inspections*. After the excavation is started but before the vertical depth of the excavation exceeds ten feet;

(5) ~~(5)~~ *Fill inspections*. After the fill emplacement is started but before the combined vertical height of the lift exceeds ten feet;

(6) ~~(6)~~ *Drainage device inspections*. After the forms, steel reinforcement, and pipe are in place but before any concrete is placed;

(7) ~~(7)~~ *Rough grading*. When all the rough grading has been completed. This inspection may be called for at the completion of the rough grading without the necessity of the City Engineer or Building Official having previously reviewed and approved applicable reports;

(8) ~~(8)~~ *Rough grading certification*. A conditional interim certificate may be issued to the Public Works Department to allow the issuance of building permits. This certificate will in no way exonerate the applicant from completing the grading;

(9) ~~(9)~~ *Final certification*. When all work, including the installation of all drainage structures, other protective devices, the compaction of trench backfill, and planting and slope stabilization, has been completed and the ~~"~~"as built~~"~~" plan and required reports have been submitted;

(10) ~~(10)~~ *Other inspections*. In addition to the called inspections provided by this section, the City Engineer or Building Official may make any other inspections of any work to ascertain compliance with the provisions of this chapter and other laws; and

(11) ~~(11)~~ *Interrupted grading*. When the permittee is ready to resume work, but before any grading or brushing is started, the permittee or his or her agent must notify the City Engineer or Building Official 24 hours in advance of the time when the grading operation is ready.

(D) ~~(D)~~ *Issuance of certificates*. Upon the final inspection, when it is found that the work authorized

by the grading permit, including the installation of a drainage structures, has been satisfactorily completed in accordance with the requirements of Chapters ~~16.96~~16.44 through ~~16.99~~16.47 (Grading and Erosion Control) of this Title 16, a grading certificate covering such work will be issued to the permittee by the City Engineer.

(E) ~~(E)~~ *Final reports*. Upon the completion of the work, the City Engineer may require the following reports and information:

(1) ~~(1)~~ A report from a registered civil engineer certifying that all grading, lot drainage, and drainage facilities have been completed in conformance with the approved plans and the provisions of Chapters ~~16.96~~16.44 through ~~16.99~~16.47 (Grading and Erosion Control) of this Title 16 and that the graded site will support residential or commercial type structures, whichever is applicable;

(2) ~~(2)~~ A soils engineering report including, but not limited to, certification of the soil bearing capacity, summaries of field and laboratory tests, locations of tests, expansive soil classification lot by lot, and slope tests taken in the fills showing the limits of compacted fill on an ~~"~~"as built~~"~~" grading plan;

(3) ~~(3)~~ An engineering geology report by the engineering geologist, based on the final contour map, including specific approval of the grading as affected by geological factors. Where necessary, a revised geologic map, cross sections, and any recommendations necessary must be included; and

(4) ~~(4)~~ When ~~"~~"as built~~"~~" grading plans are required, as determined by the City Engineer, such plans must be signed by the supervising civil engineer, the soils engineer, and the engineering geologist, when applicable, for their portions of the work.

(Ord. 1103, passed 3-7-05)

CHAPTER 16.45:~~CHAPTER 16.97:~~ GRADING REGULATION

Section

~~16.97.010~~ 16.45.010	Excavations
~~16.97.020~~ 16.45.020	Fills
~~16.97.030~~ 16.45.030	Slope setbacks
~~16.97.040~~ 16.45.040	Grading designation and inspection
~~16.97.050~~ 16.45.050	Reports and statements, engineered grading

§ 16.45.010 ~~§ 16.97.010~~ EXCAVATIONS.

(A) ~~(A)~~ *Maximum slope*. Cuts must not be steeper in slope than two horizontal units to one vertical unit. The City Engineer or Building Official may allow a slope greater than 2:1 for special circumstances or site conditions. Before the City Engineer or Building Official may allow a greater slope, the owner must furnish a geotechnical engineering or an engineering geology report, or both, as requested by the City Engineer or Building Official, stating that the site has been investigated and giving an opinion that a cut at a steeper slope will be stable and not create a hazard to public or private property. Substantiating calculations and supporting data may be required where the City Engineer or Building Official determines that such information is necessary to verify the stability and safety of the proposed slope.

(B) ~~(B)~~ *Slope surface protection*. All slopes must be stabilized against surface erosion. Stabilization may be accomplished through the application of erosion control blankets, soil stabilizers or other means as approved or directed by the City Engineer or Building Official.

(C) ~~(C)~~ *Drainage*. Drainage, including drainage terraces and overflow protection, must be provided as required by Chapter ~~16.99~~16.47 of this Title 16.

(Ord. 1103, passed 3-7-05)

§ 16.45.020 ~~§ 16.97.020~~ FILLS.

(A) ~~(A)~~ *Compaction*. Fill must be compacted throughout their full extent to a minimum of 90% of maximum density as determined by ASTM Soil Compaction Test D 1557-91, where applicable; where not applicable a test acceptable to the City Engineer or Building Official must be used. Field density must be determined by a method acceptable to the City Engineer or Building Official.

(1) ~~(1)~~ Fill slopes steeper than two horizontal to one vertical must be constructed by the placement of soil a sufficient distance beyond the proposed finish slope to allow compaction equipment to operate at the outer surface limits of the final slope surface. The excess fill is to be removed prior to completion or rough grading. Other construction procedures may be utilized when it is first shown to the satisfaction of the City Engineer or Building Official that the angle of slope, construction method and other factors will accomplish the intent of this section.

(2) ~~(2)~~ Fills not intended to support structures are not required to be compacted to these standards if the City Engineer or Building Official determines that such compaction is unnecessary as a safety measure. In making this determination, the City Engineer or Building Official may require that the owner provide a report from a soils engineer establishing the characteristics of the soil, the amount of settlement to be expected and the susceptibility of the soil to erosion or slippage.

(3) ~~(3)~~ Slope surfaces may be prepared for planting by scarifying, by the addition of top soil, or by other methods, provided such slopes when so prepared otherwise comply with the requirements of this section.

(B) ~~(B)~~ *Preparation of ground*. The existing ground surface must be prepared to receive fill by removing vegetation, noncomplying fill or other incompetent material. Where the slope of the

existing ground surface is five horizontal to one vertical or steeper, the fill must be supported on level benches cut into competent material. The bench under the toe of a fill on a slope steeper than five to one must be at least ten feet wide. The area beyond the toe of fill must be sloped for sheet overflow or a paved drain must be provided. When fill is to be placed over a cut, the bench under the toe of fill must be at least ten feet wide, but the cut must be made before placing the fill and before acceptance by the geotechnical engineer or engineering geologist, or both if applicable, as a suitable foundation for fill. Daylight lines indicating a transition between fill and natural ground or fill and excavation are not allowed within the building area of a graded pad unless approved by the City Engineer or Building Official based on special circumstances or site conditions. Except where recommended by the geotechnical engineer or geologist as not being necessary and approved by the City Engineer or Building Official, subdrains must be provided under all fills placed in natural drainage courses and in other locations where seepage is evident. Such subdrainage systems must be of a material and design approved by the geotechnical engineer and acceptable to the City Engineer or Building Official. The permittee must provide continuous inspection during the process of subdrain installation to conform with approved plans and geotechnical ~~engineer's~~engineer's recommendation. Such inspection must be done by the soil testing agency. The location of the subdrains must be shown on a plan by the geotechnical engineer. Excavations for the subdrains must be inspected by the geologist when such subdrains are included in the recommendations of the geologist.

(C) ~~(C)~~ *Fill slope*. The City Engineer or Building Official may allow a slope of steeper than 2:1 for special circumstances or site conditions. The steepness of fill slopes must be determined by a soil engineer who must submit soil test data and engineering calculations to substantiate to the satisfaction of the City Engineer or Building Official the stability of the fill slope and slope surface under conditions of saturation.

(D) ~~(D)~~ *Fill material*. Detrimental amounts of organic material are not permitted in fills. Soil containing small amounts of roots may be allowed if the roots are in a quantity and distributed in a manner that is not detrimental to the future use of the site, and the use of the material is approved by the soil engineer and the City Engineer or Building Official. No rock or similar irreducible materials with a maximum dimension greater than 12 inches can be buried or placed in fills except as recommended by the soil engineer, approved by the City Engineer or Building Official and meeting the following requirements:

(1) ~~(1)~~ The oversized material must be placed ten feet or more below finish grade;

(2) ~~(2)~~ A representative of the soil engineer must be present while the oversized material is placed and covered;

(3) ~~(3)~~ The reports submitted by the soil engineer must acknowledge the placement of the oversized material and whether the work performed is in accordance with his or her recommendations and the approved plans; and

(4) ~~(4)~~ The location of oversized rock dispersal areas must be shown on the as-built plan.

(5) ~~(5)~~ Stockpiled soil, sand or gravel must be covered or stabilized as to prevent erosion by wind or water.

(E) ~~(E)~~ *Drainage*. Drainage, including drainage terraces and overflow protection, must be provided as required by Chapter ~~16.99~~16.47 of this Title 16.

(F) ~~(F)~~ *Slopes to receive fill*. Where fill is to be placed above the top of an existing slope steeper than three horizontal to one vertical, the toe of the fill must be set back from the top edge of the slope a minimum distance of six feet measured horizontally or such other distance as may be specifically recommended by a soil engineer or engineering geologist and approved by the City Engineer or Building Official. Fills must not toe out on slopes steeper than two horizontal to one vertical.

(G) ~~(G)~~ *Inspection of fill*. For engineered grading, the soil engineer must provide sufficient inspections during the preparation of the natural ground and the placement of compaction of the fill to be satisfied that the work is being performed in accordance with the conditions of plan approval and the appropriate requirements of this Code. In addition to the above, the soil engineer must be present during the entire fill placement and compaction of fills that will exceed a vertical height or depth of 30 feet or result in a slope surface steeper than two horizontal to one vertical.

(H) ~~(H)~~ *Testing of fills*. Sufficient tests of the fill soils must be made to determine the density thereof and to verify compliance of the soil properties with the design requirements, including soil types and shear strengths in accordance with the standards established by the City Engineer or Building Official. The results of such testing must be included in the report required by this chapter.

(Ord. 1103, passed 3-7-05)

§ 16.45.030 ~~§ 16.97.030~~ SLOPE SETBACKS.

(A) ~~(A)~~ *General requirements*. Cut and fill slopes must be setback from site boundaries in accordance with this section. Setback dimensions must be horizontal distances measured perpendicular to the site boundary. The grading design must require that the property line between adjacent lots will be at the apex of the berm at the top of the slope. Property lines between adjacent lots cannot be located on a graded slope equal to five horizontal to one vertical or steeper.

(B) ~~(B)~~ *Top of cut slope*. The top of cut slopes must not be made nearer to a site boundary line than one-fifth of the height of cut with a minimum of two feet and a maximum of ten feet. The setback may need to be increased for any required intercepter drains.

(C) ~~(C)~~ *Toe of fill slope*. The toe of a fill slope must not be made nearer to the site boundary line than one-half of the height of the slope with a minimum of two feet and a maximum of 20 feet. Where a fill slope is to be located near the site boundary and the adjacent off-site property is developed to such grading, special precautions must be incorporated in the work as the City Engineer or Building Official deems necessary to protect the adjoining property from damage as a result of such grading. These precautions may include but are not limited to:

(1) ~~(1)~~ Additional setbacks;

(2) ~~(2)~~ Provision for retaining or slough walls;

(3) ~~(3)~~ Mechanical or chemical treatment of the fill slope surface to minimize erosion; or

(4) ~~(4)~~ Provisions for the control of surface waters.

(D) ~~(D)~~ *Modification of slope location*. The setback and other restrictions imposed by this section may be increased where unusual soil or geologic conditions make such increase necessary for safety or stability or may be modified upon investigation and recommendation by a soil engineer or geologist where such modification will provide equivalent safety, stability and protection, and the City Engineer or Building Official so finds.

(Ord. 1103, passed 3-7-05)

§ 16.45.040 ~~§ 16.97.040~~ GRADING DESIGNATION AND INSPECTION.

(A) ~~(A)~~ *General*. Grading involving a fill intended to support structures, or the development of more than one lot or parcel of land, or in excess of 5,000 cubic yards of material, or grading where the City Engineer or Building Official determines special conditions or unusual hazards exist must conform with subsection (D) of this section. Grading other than engineered grading must be designated regular grading.

(B) ~~(B)~~ *Regular grading requirements*. The grading must be inspected by the City Engineer or Building Official as set forth in subsection (C) of this section. The City Engineer or Building Official may require inspection and testing by a soil testing agency. If required, the soil testing ~~agency's~~agency's responsibility will include, but need not be limited to, approval concerning the inspection of cleared areas and benches to receive fill, and the compaction of fills.

(C) ~~(C)~~ *Inspection of excavation and fills*.

(1) ~~(1)~~ The City Engineer or Building Official, upon notification from the permittee or his or her agent, will inspect the grading at the following stages of the work and must either approve the portion then completed or must notify the permittee or his or her agent wherein it fails to comply with the requirements of this Code.

(a) ~~(a)~~ *Initial*. When the site has been cleared of vegetation and unapproved fill and it has been scarified, benched or otherwise prepared for fill. No fill can be placed prior to this inspection.

(b) ~~(b)~~ *Rough*. When approximate final elevations have been established; drainage terraces, swales and other drainage devices graded ready for paving; berms installed at the top of the slopes; and the statements required have been received.

(c) ~~(c)~~ *Final*. When grading has been completed; all drainage devices installed: slope planting established, irrigation systems installed; and the as-graded plans and required statements and reports have been submitted.

(2) ~~(2)~~ In addition to the called inspections specified above, the City Engineer or Building Official may make such other inspections as he or she may deem necessary to determine that the work is being performed in conformance with the requirements of this Code. Investigation and reports by an approved soil testing agency, soils engineer and/or engineering geologist may be required.

(D) ~~(D)~~ *Engineered grading requirements*.

(1) ~~(1)~~ For engineered grading, it is the responsibility of the persons listed below to perform the designated functions and provide reports as required by ~~§ 16.97.050~~16.45.050. These responsibilities and

functions are in addition to those of the City Engineer or Building Official as set forth in subsection (C) of this section:

(a) ~~(a)~~ *Design engineer*. The design engineer will prepare the grading plans and will incorporate recommendations from the sail engineering geology reports on such plans.

(b) ~~(b)~~ *Field engineer*. The field engineer will establish and approve line, grade and surface drainage. At the completion of the rough grading and final grading, the field engineer must submit the statements and reports required by ~~§ 16.97.050~~16.45.050.

(c) ~~(c)~~ *Soil engineer*. The soil engineer will provide professional inspection within such ~~engineer's~~engineer's area of technical specialty, which will include observation during grading and testing for required compaction. The soil engineer must provide sufficient observation during the preparation of the natural ground and placement and compaction of the fill to verify that such work is being performed in accordance with the conditions of the approved plan and the appropriate requirements of this Code. Revised recommendations relating to conditions noted during grading and differing from the approved soils engineering and engineering geologic reports must be coordinated with the engineering geologist and submitted to the permittee, the Building Official.

(d) ~~(d)~~ *Engineering geologist*. The engineering geologist will provide professional inspection within such ~~geologist's~~geologist's area of technical specialty, which will include

professional inspection of bedrock excavation or excavations of subdrains, buttress fills, and shear keys to determine that conditions encountered are in conformance with the approved report. Revised recommendations relating to conditions differing from the approved geology reports must be submitted to the soils engineer.

(e) ~~(e)~~ *Grading contractor*. The grading contractor will submit the statement required by at the completion of rough grading.

(f) ~~(f)~~ *Planting and irrigation*. When planting and irrigation is required by ~~§ 16.99.020~~16.47.020, the statement required by ~~§ 16.97.050~~16.45.050 must be submitted prior to the final approval of the grading by the City Engineer or Building Official.

(2) ~~(2)~~ Reports that reflect conditions which are not in agreement with the approved grading plans must be submitted to the field engineer and the City Engineer or Building Official by the appropriate consultants.

(E) ~~(E)~~ *Non-inspected grading*. No person may own, use, or maintain any non-inspected graded property. For the purposes of this Code, non-inspected grading is defined as any grading for which a grading permit was first obtained, but which has progressed beyond any point requiring inspection and approval by the City Engineer or Building Official without such inspection and approval having been obtained.

(F) ~~(F)~~ *Notification of nonconformance*.

(1) ~~(1)~~ If, in the course of fulfilling their responsibility under this chapter, the field engineer, soil engineer or geologist finds that the work is not being done in conformance with this chapter or the plans approved by the City Engineer or Building Official, or in accordance with good accepted practices, the person in charge of the grading work and the City Engineer or Building Official must be immediately notified in writing of the nonconformity and of the corrective measures to be taken.

(2) ~~(2)~~ All uncertified fills and nonconforming grading must be recorded on the title of the property so that any future buyer will be aware of the situation. This recordation may only be removed when the City Engineer or Building Official determines conformance. No building permits will be granted until the fill and/or grading is in conformance.

(G) ~~(G)~~ *Termination of services*. The termination of the services of the field engineer, soil engineer or geologist prior to the completion of the work shown on the approved grading plan must be reported to the City Engineer or Building Official in writing within 48 hours. The report must be by the person terminated and must include the status of the work at the last inspection. The work must be stopped until the replacement has agreed to accept the responsibility within the area of his or her technical competence for verification upon completion of the work.

(H) ~~(H)~~ *Violation*. It is a violation of this Code for any person to verify to the satisfactory completion of work as required by this chapter if such work is subsequently found by the City Engineer or Building Official to be in substantial noncompliance with the approved design or code requirement at the time of verification.

(Ord. 1103, passed 3-7-05)

§ 16.45.050 ~~§ 16.97.050~~ REPORTS AND STATEMENTS, ENGINEERED GRADING.

(A) ~~(A)~~ *General*. The reports and statements set forth in this section are those required for engineered grading. The City Engineer or Building Official may waive the requirement for a report or statement when such report or statement is found to be unnecessary for the approval of the graded site. Nothing in this section may be deemed to waive the requirement for reports or statements by other provisions of this Code.

(1) ~~(1)~~ The statement required by this section supplement the records of the City Engineer or Building Official. These forms may be duplicated and the letterhead of the responsible

person may be utilized. Final approval of grading by the City Engineer or Building Official cannot be given until all required maps, statements and reports have been submitted.

(2) ~~(2)~~ Where reference is made to initial, rough or final grading, it means those stages of construction set forth in ~~§ 16.97.040~~16.45.040.

(B) ~~(B)~~ *Field engineer*. At the completion of rough grading and final grading, the field engineer must submit a statement that work is in conformance with the approved plans. A final contour map (as-built plan) must be submitted unless the work has been completed in close agreement with the approved plan.

(C) ~~(C)~~ *Soil engineer*. At the completion of rough grading, the soil engineer must submit a statement that the portion of the work concerning the preparation of the existing ground surface and the placing and compaction of fill is in conformance with the approved plans and the appropriate provisions of this Code. The soil engineer must submit a report which includes the recommended soil-bearing capacity, a finding as to the expansive qualities of the soil, the location of subdrains and a summary of tests. The location of such tests and the limits of the compacted fill must be shown on a final plan which must also show by plan and cross section the location of any rock disposal areas and/or buttress fills, is such were involved in the grading.

(D) ~~(D)~~ *Geologist*. When a site inspection by the geologist is required under ~~§ 16.97.040~~16.45.040, a report based on an ~~"~~"as-built~~"~~" geologic map must be submitted by the geologist. The report must be submitted at the completion of rough grading and must include specific approval of the grading as affected by geological factors. Where necessary, such report must include geologic cross sections and recommendations regarding the location of buildings or sewage disposal systems.

(E) ~~(E)~~ *Planting and irrigation*. At completion of final grading, a landscape architect or a field engineer must submit a statement that the slope planting has been established and the irrigation system has been installed in conformance with the approved plans.

(F) ~~(F)~~ *Grading contractor*. At the completion of rough grading, the grading contractor must submit a statement that the work under the direction of the grading contractor was performed in accordance with the approved plans and the appropriate requirements of this chapter or that such work was not in accordance with such plans and chapter.

(Ord. 1103, passed 3-7-05)

CHAPTER 16.46:~~CHAPTER 16.98:~~ HILLSIDE GRADING PRACTICES

Section

~~16.98.010~~ 16.46.010 Purpose and applicability

~~16.98.020~~ 16.46.020 Use of natural topography

~~16.98.030~~ 16.46.030 Ridgeline preservation

~~16.98.040~~ 16.46.040 Roadways and driveways

~~16.98.050~~ 16.46.050 Location of building pads

~~16.98.060~~ 16.46.060 Manufactured slopes

§ 16.46.010 ~~§ 16.98.010~~ PURPOSE AND APPLICABILITY.

(A) ~~(A)~~ *Purpose*. The city finds that the hillsides areas of Santa Paula contribute a unique character to the city and forms an integral part of the ~~city's~~city's overall environment. Due to the physical dominance of hillsides on the landscape, development of the hillside areas will affect the visual and

environmental character of the community. The ~~city's~~city's primary objective regarding hillside development is to preserve the natural terrain, the quality environment, and the aesthetic features of the city while encouraging creative, innovative, diverse, and safe development. Such goals will only be achieved when special consideration is given to development in hillside areas.

(B) ~~(B)~~ *Intent*. In enacting the provisions of this chapter, it is the intention and policy of the city to:

(1) ~~(1)~~ Encourage only minimal grading which relates to the natural contour of the land, and which will round off, in a natural manner, sharp angles at the top and ends of cut and fill slopes so as to avoid a ~~"~~"staircase~~"~~" or ~~"~~"padding~~"~~" effect;

(2) ~~(2)~~ Require the retention of trees and other vegetation which stabilize steep hillsides, retain moisture, prevent erosion, and enhance the natural scenic beauty and, where necessary, require additional landscaping to enhance the scenic qualities of the hillsides;

(3) ~~(3)~~ Encourage a variety of building types and design, when appropriate, to materially reduce grading and disturbance of the natural character of the area;

(4) ~~(4)~~ Require immediate planting wherever appropriate to maintain necessary cut and fill slopes, to stabilize slopes with plant roots, and to conceal bare soil from view; and

(5) ~~(5)~~ Impose appropriate conditions on the development of all slopes to obtain conformity with approved development policies of the ~~city's~~city's General Plan.

(C) ~~(C)~~ *Application*. This chapter applies to all parcels zoned HR1-PD, HR2-PD; any parcels with an average slope of 10% or more; and any parcel included in the ~~"~~"Potential High Landslide and Debris and Mud Flow Hazard~~"~~" and/or ~~"~~"High Potential for Rock Falls~~"~~" areas as designated in the General Plan.

(Ord. 1103, passed 3-7-05)

§ 16.46.020 ~~§ 16.98.020~~ USE OF NATURAL TOPOGRAPHY.

Grading must be designed and performed to respect the natural topography of a site. The principals of contour grading must be used to blend manufactured slopes with the natural topography as follows:

(A) ~~(A)~~ Manufactured slopes must be rounded and shaped to simulate the natural terrain.

(B) ~~(B)~~ Grading must follow the natural topographic contours.

(C) ~~(C)~~ Where cut or fill slopes exceed 200 feet in horizontal length, the horizontal contours of the slope must be curved in a continuous, sinuous manner with varying radii to reflect the natural terrain.

(D) ~~(D)~~ Manufactured slopes must blend with adjacent natural slopes at a radius comparable with the existing natural terrain.

(E) ~~(E)~~ Grading on slopes of 30% or greater is prohibited, except as necessary as determined by the City Engineer or Building Official.

(F) ~~(F)~~ Grading in the hillside areas shall be limited to that necessary to construct a driveway to serve the dwelling, the footprint of the dwelling, a walkway around the house seven feet in width, and a patio area of 300 square feet. The Planning Commission may modify these standards to be less or more restrictive, depending on the particular characteristics of the lot. The intent of this division is to avoid any grading which is not required to accommodate a house and the access to the house, and to eliminate cut and fill slopes except in driveway areas when absolutely necessary.

(Ord. 1103, passed 3-7-05)

§ 16.46.030 ~~§ 16.98.030~~ RIDGELINE PRESERVATION.

Significant natural hillside landmarks and defining ridgelines, as identified in the Santa Paula General Plan, must be retained in their natural state. Development on the ridgelines is prohibited.

(Ord. 1103, passed 3-7-05)

§ 16.46.040 ~~§ 16.98.040~~ ROADWAYS AND DRIVEWAYS.

(A) ~~(A)~~ Street alignments must, to the maximum extent feasible, be parallel to the natural contours of the land.

(B) ~~(B)~~ Street widths must conform to adopted minimum city standards. However, the City Engineer, Building Official and ~~Planning~~ Director will have the authority to approve narrower street pavement widths where such narrower width would work to preserve natural contours and slopes, minimize grading, reduce heights of required retaining walls, and/or result in better overall subdivision design. Such approval is subject to the provision of sufficient emergency access, as determined by the Fire Chief. Where such narrower widths are provided, the City Engineer may require intermittent widening or turnouts to be provided for turnarounds or parking.

(C) ~~(C)~~ The ~~Planning~~ Director will have the authority to approve the establishment of sidewalks on only one side of a street where such design would preserve natural contours and slopes, minimize grading, reduce heights of required retaining walls, and/or result in better overall subdivision design.

(D) ~~(D)~~ The maximum slope of any driveway must be 15%, with no portion of any driveway exceeding a slope of 20%.

(Ord. 1103, passed 3-7-05)

§ 16.46.050 ~~§ 16.98.050~~ LOCATION OF BUILDING PADS.

(A) ~~(A)~~ Building pads must be located on that portion of a lot that achieves the most of the following objectives:

(1) ~~(1)~~ Requires the least amount of grading to create a suitable building site;

(2) ~~(2)~~ Preserves primary views from existing home sites;

(3) ~~(3)~~ Minimizes the visual prominence of proposed structures from close by and distant view points;

(4) ~~(4)~~ Avoids ridgeline development as required by ~~§ 16.98.030~~16.46.030;

(5) ~~(5)~~ Keeps development below the ridgeline; and

(6) ~~(6)~~ Preserves existing native vegetation and similar natural features.

(B) ~~(B)~~ Building sites must be located to allow structures to follow the natural slope of the property.

(Ord. 1103, passed 3-7-05)

§ 16.46.060 ~~§ 16.98.060~~ MANUFACTURED SLOPES.

(A) ~~(A)~~ *Height*. No manufactured slope may exceed a vertical height of 25 feet unless a higher slope is required for a public street, or unless approved by the Planning Commission or City Council through the review and approval of a tentative tract map. The height of a manufactured slope must include the height of any retaining wall constructed as an integral part of the slope.

(B) ~~(B)~~ *Slope*. No manufactured slope angle may be steeper than 2:1 unless approved by the City Engineer or Building Official, based on studies provided by the applicant demonstrating that:

(1) ~~(1)~~ Special circumstances applicable to the property, including size, shape, topography, location, or surroundings, deprive the property of development opportunities otherwise available to properties in the same zone; and

(2) ~~(2)~~ Data provided by a soils engineer, engineering geologist, and landscape architect support the contention that the slope material and material underlying the slope are capable of permanent stability at an angle steeper than 2:1, and that the required slope planting can be adequately maintained.

(C) ~~(C)~~ *Location of lot line*. Any manufactured slope occurring on a side or rear lot line must be made a part of the downhill lot.

(D) ~~(D)~~ *Cut slopes in rock*. Manufactured cut slopes in rock material must be provided with soil pockets or cut terraces to facilitate the planting of landscaping.

(Ord. 1103, passed 3-7-05)

CHAPTER 16.47:~~CHAPTER 16.99:~~ DRAINAGE, EROSION, AND DUST CONTROL

Section

~~16.99.010~~ 16.47.010 Purpose and applicability

~~16.99.020~~ 16.47.020 Slope protection and graded surface revegetation

~~16.99.030~~ 16.47.030 Protection of trees during grading

~~16.99.040~~ 16.47.040 Protection of watercourses and wetlands

~~16.99.050~~ 16.47.050 Drainage provisions

~~16.99.060~~ 16.47.060 Erosion and stormwater control

~~16.99.070~~ 16.47.070 Dust prevention and control provisions

§ 16.47.010 ~~§ 16.99.010~~ PURPOSE AND APPLICABILITY.

This chapter establishes standards for the conduct of all grading activity, whether or not a grading permit is required pursuant to Chapters ~~16.96~~16.44 through ~~16.99~~16.47 (Grading and Erosion Control) of this Title 16.

(Ord. 1103, passed 3-7-05)

§ 16.47.020 ~~§ 16.99.020~~ SLOPE PROTECTION AND GRADED SURFACE REVEGETATION.

(A) ~~(A)~~ All manufactured slopes greater than three feet in height and all graded areas not to be occupied by structures or other approved improvements must be planted with live landscape material and provided with an automatic irrigation system in accordance with landscaping and irrigation plans approved by the ~~Planning~~ Director.

(B) ~~(B)~~ Installation of landscaping and irrigation required for erosion and sediment control must be completed within 30 days of completion of grading activity. All other required landscaping and irrigation must be installed in accordance with applicable land use and development permits.

(C) ~~(C)~~ Acceptable landscape materials used for slope protection and erosion/sediment control include groundcover from rooted cuttings, hydromulched mixtures, lawn seed or sod, or other

similar materials, and may include certain species of trees, as shown on landscape plans approved by the ~~Planning~~ Director.

(D) ~~(D)~~ For slopes in hillside residential areas, fire hazard mitigation landscape approaches must be used consistent with the requirements of ~~§ 16.13.150~~16.08.150 (Fire Hazard Mitigation) of this Title 16.

(E) ~~(E)~~ The use of fire-resistant, drought-tolerant landscape materials is encouraged.

(Ord. 1103, passed 3-7-05)

§ 16.47.030 ~~§ 16.99.030~~ PROTECTION OF TREES DURING GRADING.

(A) ~~(A)~~ *Identification of tree protection*. Where any mature trees will affected by grading, other than trees for which removal will be permitted via a tree removal permit pursuant to Chapter ~~16.232~~156.584 of this Title 16, details for retaining walls, drains, pruning, trimming, and the establishment of a drip line with respect to each such tree must be prepared by a licensed landscape architect and be included with the grading plan. Grading or activity detrimental to the health of such tree is prohibited to take place within an established drip line of the tree.

(B) ~~(B)~~ *Protective fences required*. Prior to the commencement of grading, fences must be constructed around the established drip line of all such trees. The purpose of such fences is to prevent grading, heavy equipment work, and the storage or dumping of materials within the established drip lines of such trees. Grading or other site work within the established drip line must be only as authorized by the approved grading plan and must be supervised and approved by a landscape architect in attendance continuously during the progress of the work. Fences may be temporarily removed or omitted, upon the approval of the City Engineer or Building Official, to facilitate such authorized work. All such work must comply with the approved details to protect the tree.

(C) ~~(C)~~ *Coordination*. Where mature trees could be affected by a grading operation, a field orientation meeting must take place prior to the commencement of the work when deemed necessary or desirable by the City Engineer or Building Official. The purpose of such meeting is to communicate the approved methods of grading and tree preservation to all parties involved with the grading operation. Such meeting should include the City Engineer or Building Official or their authorized representatives, a representative of the Planning Department, the permittee or his or her authorized representative, the landscape architect, and the soils engineer.

(Ord. 1103, passed 3-7-05)

§ 16.47.040 ~~§ 16.99.040~~ PROTECTION OF WATERCOURSES AND WETLANDS.

(A) ~~(A)~~ Watercourses and wetlands must, to the maximum extent feasible, be left in their natural state, with grading designed to protect such features.

(B) ~~(B)~~ Grading, dredging, or any similar disturbance of a watercourse or wetland will not be permitted except in accord with an approved grading plan and provided that all permit requirements imposed by state and federal agencies with jurisdiction have been complied with. Proof of compliance with other agencies' requirements must be provided to the satisfaction of the City Engineer or Building Official, and the ~~Planning~~ Director.

(C) ~~(C)~~ Watercourses and wetlands must be protected during grading operations in accord with standards and requirements of the State of California Regional Water Quality Control Board, the U.S. Army Corps of Engineers, and other state or federal agency with jurisdiction. Proof of compliance with other agencies' requirements must be provided to the satisfaction of the City Engineer or Building Official, and the ~~Planning~~ Director.

(Ord. 1103, passed 3-7-05)

§ 16.47.050 ~~§ 16.99.050~~ DRAINAGE PROVISIONS.

(A) ~~(A)~~ *General*. The drainage structures and devices required by this chapter must conform to the provisions of this section as well as recognized principles of hydraulics.

(B) ~~(B)~~ *Disposal*. Drainage facilities must be designed to carry surface waters to the nearest practical street, storm drain, or natural watercourse approved by the City Engineer or Building Official or other appropriate governmental agency as a safe place to deposit such waters. Desilting basins, filter barriers or other methods, as approved by the City Engineer or Building Official, must be utilized to remove sediments from surface waters before such waters are allowed to enter streets, storm drains or natural watercourses. If the drainage device discharges onto natural ground, riprap or a similar energy dissipator may be required.

(C) ~~(C)~~ *Site drainage*. Graded building sites (building pads) must have a minimum slope of 2% toward a public street or drainage structure approved to receive storm waters. A lesser slope may be approved by the City Engineer or Building Official for sites graded in relatively flat terrain, or where special drainage provisions are made, when the City Engineer or Building Official finds such modification will not result in unfavorable drainage conditions. The grading must provide for drainage around proposed buildings and their appurtenances.

(D) ~~(D)~~ *Drainage terraces required*. All cut or fill slopes steeper than three horizontal to one vertical must have drainage terraces. For slopes not steeper than three horizontal to one vertical, the City Engineer or Building Official may require a drainage and terrace design to be submitted. Suitable access to permit proper cleaning and maintenance must be provided for all drainage terraces. Cut or fill slopes more than 30 feet in height must have drainage terraces provided vertical intervals not exceeding 25 feet except that where only one terrace is required, it must be at midheight. Such terraces must be not less than eight feet in width (measured horizontally from the outside edge). When the total slope height exceeds 100 feet, one terrace near midheight must be not less than 20 feet in width (measured horizontally from the outside edge). In lieu of the above, for cut and fill slopes greater than 120 feet in height, the applicant may submit a drainage and terrace design by a civil engineer to be approved by the City Engineer or Building Official.

(E) ~~(E)~~ *Drainage terraces construction*. Drainage terraces must have a longitudinal grade of not less than 5% nor more than 12% and a minimum depth of one foot at a flow line. There must be no reduction in grade along the direction of flow unless the velocity of flow is such that the slope debris will remain in suspension on the reduced grade. Such terraces must be paved with concrete not less than three inches thick reinforced with 6-inch x 6-inch No. 10 x No. 10 welded wire fabric or equivalent reinforcing centered in the concrete slab. Drainage terraces exceeding eight feet in width need only be so paved for a width of eight feet provided such pavement provides a paved channel at least one foot in depth. Downdrains or drainage outlets must be provided at approximately 300 foot intervals along the drainage terrace or at equivalent locations. Downdrains and drainage outlets must be of approved materials and of adequate capacity to convey the intercepted waters to the point of disposal as defined in subsection (B) of this section.

(F) ~~(F)~~ *Overflow protection*. Berms, swales or other devices must be provided at the top of cut or fill slopes to prevent surface waters from overflowing onto the damaging face of the slope. Gutters or other special drainage controls must be provided where the proximity of runoff from buildings or other structures is such as to pose a potential hazard to slope integrity. Swales used for slope protection must conform with subsection (H) of this section. Berms used for slope protection must be at least 12 inches above the level of the pad and must slope back at least four feet from the top of the slope.

(G) ~~(G)~~ *Subsurface drainage*. Cut and fill slopes must be provided with subsurface drainage as necessary for stability. Any required subsurface drainage facilities will be passive in design and require no ongoing monitoring to insure site stability.

(H) ~~(H)~~ *Interceptor drains*. Paved interceptor drains must be installed along the top of all cut slopes where the height of the cut is greater than five feet measured vertically. Interceptor drains must

be paved with a minimum of four inches of concrete or granite and reinforced as required for drainage terraces. They must have a minimum depth of 12 inches and a minimum paved width of 36 inches measured horizontally across the drain. The side slope of interceptor drains must not be steeper than 1-1/2:1. The slope of the drain must be approved by the City Engineer or Building Official.

(I) ~~(I)~~ *Drainage guidelines*. All drainage devices which collect from the slopes must be screened by means of underground pipes, diagonal curvilinear drains, rock-lining, colored concrete or other approved materials to blend with the natural topography in character, color or design. Downdrains must be non-centralized to avoid a repetitive pattern. Where feasible, underground drains must be utilized.

(J) ~~(J)~~ *Cross lot drainage device maintenance*. All cross lot drainage devices not eligible for transfer to a flood control district or similar entity must be maintained by the owner or a private entity such as a homeowners association.

(Ord. 1103, passed 3-7-05)

§ 16.47.060 ~~§ 16.99.060~~ EROSION AND STORMWATER CONTROL.

Best Management Practices, or BMP, must be used to control erosion and stormwater runoff during all grading and construction activities consistent with Chapter 54 (Stormwater Quality Management) of Title V of the Santa Paula Municipal Code and the Building Code.

(A) ~~(A)~~ *Slopes*. The faces of cut and fill slopes must be prepared and maintained to control erosion. This control must consist of jute netting and effective planting as described elsewhere in this section, or other devices satisfactory to the City Engineer or Building Official.

(B) ~~(B)~~ *Planting*. The surface of all cut slopes more than five feet in height and fill slopes more than three feet in height must be protected against damage by erosion by planting with grass or ground cover plants. Slopes exceeding 15 feet in vertical height must also be planted with shrubs, spaced at not to exceed ten feet on centers; or trees, spaced at not to exceed ten feet on centers; or a combination of shrubs and trees at equivalent spacings, in addition to the grass or groundcover plants. The plants selected and planting methods used must be suitable for the soil and climatic conditions of the site and in accordance with standard specifications prepared by the City Engineer or Building Official. Planting need not be provided for cut slopes rocky in character and not subject to damage by erosion and any slopes protected against erosion damage by other methods when such methods have been specifically recommended by a soil engineer, engineer geologist, or equivalent authority and found to offer erosion protection equal to that provided by the planting specified in this section. Plant material must be selected which will produce a coverage of permanent planting effectively controlling erosion. Consideration must be given to deep rooted plant material needing limited watering, to low maintenance during the lifetime of the project, to high root to shoot ratio (weight of above ground parts versus root system), wind susceptibility and fire-retardant characteristics.

(C) ~~(C)~~ *Irrigation*. Slopes required to be planted by subsection (B) above must be provided with an approved system of irrigation, designed to cover all portions of the slope and plans therefore must be submitted and approved prior to installation. A functional test of the system may be required. For slopes less than 20 feet in vertical height, hose bibs to permit hand watering will be acceptable if such hose bibs are installed at conveniently accessible locations where a hose no longer than 50 feet is necessary for irrigation. The requirements for permanent irrigation systems may be modified upon specific recommendation of a landscape architect or equivalent authority that because of the type of plans selected, the planting methods used and the soil and climatic conditions at the site, an irrigation will not be necessary for the maintenance of the slope planting.

(D) ~~(D)~~ *Plans and specifications*. Planting and irrigation plans must be submitted for slopes required to be planted and irrigated by subsections (B) and (C) of this section. Except as waived by the City Engineer or Building Official for minor grading, the plans for slopes 20 feet or more in vertical height must be prepared and signed by a civil engineer or landscape architect. These plans must be approved by the city prior to issuance of the grading permit unless other provisions are made to the

satisfaction of the City Engineer or Building Official. The responsibility of maintenance of drainage terrace must be clearly stated on the grading plan to the satisfaction of the City Engineer or Building Official.

(E) ~~(E)~~ *Rodent control*. Fill slopes steeper than two horizontal and one vertical within a grading project located adjacent to undeveloped and unoccupied land (as determined by the City Engineer or Building Official) to be infested by burrowing rodents, must be protected from potential slope damage by a preventative program of rodent control.

(F) ~~(F)~~ *Release of security*. The planting and irrigation systems required by this section must be installed as soon as practical after rough grading. Prior to final approval of grading and before the release of any grading security, the planting must be well established and growing on the slopes and, where required by subsection (E) of this section, there must be evidence of an effective rodent control program.

(G) ~~(G)~~ *Other devices*. Where necessary, check dams, cribbing, riprap or other devices or methods must be employed to control any erosion. Also, jute netting must be immediately installed on any slopes having a vertical height of seven feet or more and steeper than 3:1 (horizontal: vertical) to minimize or control erosion problems.

(H) ~~(H)~~ *Maintenance*. Graded and/or landscaped areas are to be maintained in accordance with the original landscape plans and design concept per the originally approved subdivision or development plans. Any alteration of landscape plans or of areas must be approved by the city. Homeowner encroachments such as fences, block walls, structures, unauthorized plantings, alterations to the irrigation, grading or drainage are not allowed. Any approved alterations must be done by city-authorized crews through an approved city permit. Failure to comply with this section will constitute a use of land contrary to the provisions of this Code and is deemed a public nuisance under this Code.

(Ord. 1103, passed 3-7-05)

§ 16.47.070 ~~§ 16.99.070~~ DUST PREVENTION AND CONTROL PROVISIONS.

To protect the health, safety, and general welfare, all construction sites must make all reasonable efforts to prevent or control blowing dust and debris. Property owners shall be responsible for maintaining their property in such a manner that dust and other wind borne debris transported to adjacent properties are kept to reasonable minimal levels. In the case of site grading and other construction operations, it will also be the responsibility of the permittee to make all reasonable efforts to control blowing dust and debris onto adjacent properties. When grading operations involve the hauling of dirt from one site to another, it is also the ~~permittee's~~permittee's responsibility to maintain the public streets in a clean condition and limit any spillage that would generate dust or other blowing debris.

(A) ~~(A)~~ *Dust prevention and control plan required*. A dust prevention and control plan shall be submitted in conjunction with a grading plan or other plan involving the movement of dirt. The City Engineer or Building Official may also require the submittal of a dust prevention and control plan for other development deemed necessary.

(B) ~~(B)~~ *Plan requirements*. The plan shall demonstrate that the discharge of dust from the construction site will not occur or can be controlled to an acceptable level depending on the particular site conditions and circumstances. The plan shall address site conditions during construction operations, after normal working hours, and during various phases of construction. The plan shall include the name and the 24-hour phone number of a responsible party in case of emergency. If the importing or exporting of dirt is necessary as demonstrated by the cut and fill quantities on the grading plan, the plan shall also include the procedures necessary to keep the public streets and private properties along the haul route free of dirt, dust, and other debris. When an entire project is to be graded and the subsequent construction on the site is to be completed in phases, the portion of the site not under construction shall be treated with dust preventive substance or plant materials and an irrigation system. All phased projects shall submit a plan demonstrating that dust will not be generated from future phase areas.

(C) ~~(C)~~ *Plan review*. The City Engineer or Building Official will be responsible for the review and approval of the dust prevention and control plan. This plan shall be incorporated into the grading plan and constructive notice shall be placed on the grading plan to notify the owner and contractors of the need to comply with the dust prevention and control plan.

(D) ~~(D)~~ *Dust control compliance statement*. A dust control compliance statement form must be completed and signed by the property owner.

(E) ~~(E)~~ *Inadequate dust prevention and control measures*. If an investigation of the project site indicates that dust prevention and control measures are inadequate, the City Engineer or Building Official may limit or halt all activities on the site until adequate dust prevention and control measures are achieved. The City Engineer or Building Official may charge the property owner and/or contractor for reasonable costs related to providing the necessary site inspections to determine the adequacy of the dust control plan.

(F) ~~(F)~~ *Notice of inadequate prevention and control measures*. If it is determined that a property in violation of ~~§ 16.99.030~~16.47.030, the City Engineer or Building Official may deliver the property owner or contractor a written notice of violation, and the property owner or contractor will then have 24 hours to bring the site into compliance. If after 24 hours, the site is not brought into compliance or an extension of time has not been granted by the City Engineer or Building Official, the violation may be prosecuted by the City Attorney as a misdemeanor violation of the Municipal Code.

(G) ~~(G)~~ *Responsibility for adequate dust prevention and control*. The approval of a dust prevention and control plan does not relieve the owner or contractors of the responsibility to implement whatever additional measures may be required to properly prevent and control dust as required by ~~§ 16.99.060~~16.47.060.

(H) ~~(H)~~ *NPDES Stormwater Regulations*. The dust prevention and control plan and any additional measures that may be necessary for the adequate prevention and control of dust must comply with all applicable NPDES Stormwater Regulations.

(Ord. 1103, passed 3-7-05)

CHAPTER 16.48:~~CHAPTER 16.100:~~ GENERAL PROVISIONS

Section

~~16.100.010~~ 16.48.010 Purpose and intent

~~16.100.020~~ 16.48.020 Definitions

~~16.100.030~~ 16.48.030 Exempt activities

§ 16.48.010 ~~§ 16.100.010~~ PURPOSE AND INTENT.

(A) ~~(A)~~ Chapters ~~16.100~~16.48 through ~~16.104~~16.50 (Surface Mining and Reclamation) of this Title 16 are adopted pursuant to the California Surface Mining and Reclamation Act of 1975 (Cal. Pub. Res. Code §§2710 et seq.).

(B) ~~(B)~~ The City Council finds and declares that the extraction of minerals is essential to the continued economic well-being of the state and to the needs of the society, and that the reclamation of mined lands is necessary to prevent or minimize adverse effects on the environment and to protect the public health and safety.

(C) ~~(C)~~ The Council further finds that the reclamation of mined lands as provided in Chapters ~~16.100~~16.48 through ~~16.104~~16.50 (Surface Mining and Reclamation) of this Title 16 will permit

the continued mining of minerals and will provide for the protection and subsequent beneficial use of the mined and reclaimed land.

(D) ~~(D)~~ The Council further finds that surface mining takes place in diverse areas where the geologic, topographic, climatic, biological, and social conditions are significantly different, and that reclamation operations and the specifications for the reclamation may vary accordingly.

(Ord. 1103, passed 3-7-05)

§ 16.48.020 ~~§ 16.100.020~~ DEFINITIONS.

The following words, terms and phrases, when used in Chapters ~~16.100~~16.48 through ~~16.104~~16.50 (Surface Mining and Reclamation) of this Title 16, will have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

EXPLORATION or ***PROSPECTING***. The search for minerals by geological, geophysical, geochemical or other techniques, including but not limited to sampling, assaying, drilling, or any surface or underground works needed to determine the type, extent, or quantity of minerals present.

MINED LANDS. Includes the surface, subsurface, and groundwater of an area in which surface mining operations will be, are being or have been conducted, including private ways and roads appurtenant to any such area, land excavations, workings, mining waste, and areas in which structures, facilities, equipment, machines, tools, or other materials or property which result from or are used in surface mining operations are located.

MINERALS. Any naturally occurring chemical element or compound or groups of elements and compounds formed from inorganic processes and organic substances including, but not limited to, coal, peat, and bituminous rock, but excluding geothermal resources, natural gas, and petroleum.

MINING WASTE. The residual of soil, rock, mineral, liquid, vegetation, equipment, machines, tools, or other materials or property directly resulting from or displaced by surface mining operations.

OPERATOR. Any person who is engaged in surface mining operations himself or herself or who contracts with others to conduct operations on his or her behalf, except a person who is engaged in surface mining operations as an employee with wages as his or her sole compensation.

OVERBURDEN. Soil, rock, or other materials that lie above a natural mineral deposit or in between deposits, before or after their removal by surface mining operations.

RECLAMATION. The process of land treatment that minimizes water degradation, air pollution, damage to aquatic or wildlife habitat, flooding, erosion, and other adverse effects from surface mining operations, including adverse surface effects incidental to underground mines, so that mined lands are reclaimed to a usable condition which is readily adaptable for alternate land uses and create no danger to public health or safety. The process may extend to affected lands surrounding mined lands and may require backfilling, grading, resoiling, revegetation, soil compaction, stabilization, or other measures.

STATE BOARD. The State Mining and Geology Board, in the Department of Conservation.

STATE GEOLOGIST. The individual holding office as structured in Cal. Pub. Res. Code ~~§~~ 677.

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

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

(2) ~~(2)~~ The production and disposal of mining waste; and

(3) ~~(3)~~ Prospecting and exploratory activities.

(Ord. 1103, passed 3-7-05)

§ 16.48.030 ~~**§ 16.100.030**~~ **EXEMPT ACTIVITIES.**

The provisions of Chapters ~~16.100~~16.48 through ~~16.104~~16.50 (Surface Mining and Reclamation) of this Title 16 are not applicable to the following:

(A) ~~(A)~~ Excavations or grading conducted for farming or onsite construction or for the purpose of restoring land following a flood or natural disaster, provided the grading and removal of material do not exceed that required to meet the primary objective.

(B) ~~(B)~~ Prospecting and exploration for minerals of commercial value where less than 1,000 cubic yards of overburden is removed in any one location of one acre or less.

(C) ~~(C)~~ Any surface mining operation that does not involve either the removal of a total of more than 1,000 cubic yards of minerals, ores, and overburden or involve more than one acre in any one location.

(D) ~~(D)~~ Surface mining operations that are required by federal law in order to protect a mining claim, if such operations are conducted solely for that purpose.

(E) ~~(E)~~ Such other mining operations that the city determines to be of an infrequent nature and which involve only minor surface disturbances and are categorically identified by the State Board pursuant to Cal. Pub. Res. Code §~~§~~ 2714(d) and 2758(c).

(Ord. 1103, passed 3-7-05)

CHAPTER 16.49: ~~CHAPTER 16.102:~~ PERMIT AND RECLAMATION PLAN

Section

~~16.102.010~~ 16.49.010 Conditional use permit and reclamation plan required

~~16.102.020~~ 16.49.020 Annual report required

~~16.102.030~~ 16.49.030 Compliance with State Surface Mining and Reclamation Act

~~16.102.040~~ 16.49.040 Performance bond

~~16.102.050~~ 16.49.050 Periodic inspection

~~16.102.060~~ 16.49.060 Amendments to conditional use permit or reclamation plans

§ 16.49.010 ~~**§ 16.102.010**~~ **CONDITIONAL USE PERMIT AND RECLAMATION PLAN REQUIRED.**

(A) ~~(A)~~ Any person, except as provided in Cal. Pub. Res. Code ~~§~~ 2776, who proposes to engage in surface mining operations must, prior to the commencement of such operations, obtain the following:

(1) ~~(1)~~ A conditional use permit to mine in accordance with Chapter ~~16.218~~16.63 of this Title 16.

(2) ~~(2)~~ Approval of a reclamation plan in accordance with Chapters ~~16.100~~16.48 through ~~16.104~~16.50 (Surface Mining and Reclamation) of this Title 16 and as further provided in Cal. Pub. Res. Code ~~§~~ 2770 et seq.

(B) ~~(B)~~ No person who has obtained a vested right to conduct a surface mining operation prior to January 1, 1975 will be required to secure a conditional use permit as long as such vested right

continues, provided that no substantial change is made in that operation except in accordance with the provisions of Chapters ~~16.100~~16.48 through ~~16.104~~16.50 (Surface Mining and Reclamation) of this Title 16. A person will be deemed to have such vested rights if, prior to January 1, 1976, that person has in good faith and in reliance upon a conditional use permit, if such a permit was required, diligently commenced surface mining operations and incurred substantial liabilities for work and materials necessary for the operation.

(C) ~~(C)~~ A person who has obtained a vested right to conduct surface mining operations prior to January 1, 1976 must submit to the ~~Planning~~ Director a reclamation plan for operations to be conducted after January 1, 1976, unless a reclamation plan was approved by the city prior to January 1, 1976, and the person submitting that plan has accepted responsibility for reclaiming the mined lands in accordance with that plan. The reclamation plan will be approved or denied within three months of the date the Director deems the plan complete.

(D) ~~(D)~~ Nothing in Chapters ~~16.100~~16.48 through ~~16.104~~16.50 (Surface Mining and Reclamation) of this Title 16 will be construed as requiring the filing of a reclamation plan or the reclamation of mined lands on which surface mining operations were conducted prior to but not after January 1, 1976.

(Ord. 1103, passed 3-7-05)

§ 16.49.020 ~~§ 16.102.020~~ ANNUAL REPORT REQUIRED.

The owner, lessor, lessee, agent, manager, or other person in charge of any mining operation of whatever kind or character within the state must forward to the Director of the State Department of Mines and Geology and the city not later than July 1, 1991, and every year thereafter not later than an anniversary date established by the Director, upon forms which are supplied by the state, a report which contains all the required information specified in Cal. Pub. Res. Code ~~§~~ 2207 et. seq.

(Ord. 1103, passed 3-7-05)

§ 16.49.030 ~~§ 16.102.030~~ COMPLIANCE WITH STATE SURFACE MINING AND RECLAMATION ACT.

(A) ~~(A)~~ The state geologist will be notified of the filing of all applications.

(B) ~~(B)~~ Required reclamation plans must consist of at least those items as outlined in Cal. Pub. Res. Code ~~§~~ 2770 et seq.

(Ord. 1103, passed 3-7-05)

§ 16.49.040 ~~§ 16.102.040~~ PERFORMANCE BOND.

Upon a finding by the Planning Commission that a supplemental guarantee for the reclamation of the mined land is necessary, and upon the determination by the ~~Planning~~ Director of the cost of the reclamation of the mined land according to the reclamation plan, a surety bond, lien, or other security guarantee conditioned upon the faithful performance of the reclamation plan must be filed with the City Clerk. The surety must be executed in favor of the city and will be reviewed and revised, as necessary, bi-annually. The surety must be maintained in an amount equal to the cost of completing the remaining reclamation of the site, as prescribed in the approved or amended reclamation plan, during the succeeding two-year period or other reasonable term.

(Ord. 1103, passed 3-7-05)

§ 16.49.050 ~~§ 16.102.050~~ PERIODIC INSPECTION.

As a condition of approval for the conditional use permit or the reclamation plan or both, a schedule for periodic inspections of the site will be established to evaluate continuing compliance with the permit and the reclamation plan.

(Ord. 1103, passed 3-7-05)

§ 16.49.060 ~~§ 16.102.060~~ AMENDMENTS TO CONDITIONAL USE PERMIT OR RECLAMATION PLAN.

Amendments to an approved conditional use permit for surface mining activity or to an approved reclamation plan must be processed in the same manner as the original permit application.

(Ord. 1103, passed 3-7-05)

CHAPTER 16.50: ~~CHAPTER 16.104:~~ REGULATIONS FOR OPERATION OF SURFACE MINE

Section

~~16.104.010~~ 16.50.010 Access and circulation

~~16.104.020~~ 16.50.020 Performance standards

~~16.104.030~~ 16.50.030 Fencing and signage

~~16.104.040~~ 16.50.040 Removal of buildings and equipment

§ 16.50.010 ~~§ 16.104.010~~ ACCESS AND CIRCULATION.

(A) ~~(A)~~ All access points from a mining operation directly to a public roadway must have adequate sight distance provided to ensure traffic safety.

(B) ~~(B)~~ The City Engineer may require the mine operator to post access points to the mine to provide traffic direction to mining vehicles and to ensure traffic safety.

(Ord. 1103, passed 3-7-05)

§ 16.50.020 ~~§ 16.104.020~~ PERFORMANCE STANDARDS.

(A) ~~(A)~~ *Dust control.* Roads, driveways, and parking areas on the site must be maintained to control dust and to comply with applicable regulations established by the Ventura County Air Pollution Control District.

(B) ~~(B)~~ *Drainage and erosion control.*

(1) ~~(1)~~ Surface drainage must be controlled to prevent the addition of silt or loose material above or beyond that normally occurring in any existing drainage course.

(2) ~~(2)~~ Silt, sand, and dirt must be controlled in a manner that prevents such materials from being deposited on adjacent properties and public rights-of-way.

(3) ~~(3)~~ All provisions to control watercourses must be designed to prevent overflow or diversion of water away from the natural point of discharge.

(4) ~~(4)~~ Adequate provisions for conveyance of water across and from the site and for long-term retention of water must be accomplished in a manner so as to minimize potential damages from erosion and landslide.

(Ord. 1103, passed 3-7-05)

§ 16.50.030 ~~**§ 16.104.030**~~ **FENCING AND SIGNAGE.**

(A) ~~(A)~~ *Fencing*.

(1) ~~(1)~~ Fencing must be provided to enclose excavation areas, settling basins, and other areas that pose potential public health and safety hazards. Fencing must consist of, at a minimum, a six-foot-high steel, chain link, or similar fence. Such fencing must be maintained in good condition and repair.

(2) ~~(2)~~ Gates of the same material and height as the fence must be installed at all points of vehicular or pedestrian access. Said gates must be equipped with keyed locks and must be kept locked at all times when not in regular use.

(B) ~~(B)~~ *Signage*.

(1) ~~(1)~~ Within 90 days after a permit has been issued pursuant to the provisions of Chapters ~~16.100~~16.48 through ~~16.104~~16.50 (Surface Mining and Reclamation) of this Title 16, the outer boundaries of the site must be continuously posted with signs not less than 500 feet apart and along each property line. Said sign must contain letters at least four inches high stating the following or similar language:

~~"~~"THIS PROPERTY MAY BE USED FOR THE MINING, QUARRYING, OR COMMERCIAL EXTRACTION OF SAND, GRAVEL, ROCK, AGGREGATE, CLAY, AND SIMILAR MATERIALS. PLEASE OBSERVE APPROPRIATE SAFETY PRECAUTIONS.~~"~~"

(2) ~~(2)~~ Required signs must be of a durable, weather-resistant material and must be maintained in legible condition.

(Ord. 1103, passed 3-7-05)

§ 16.50.040 ~~**§ 16.104.040**~~ **REMOVAL OF BUILDINGS AND EQUIPMENT.**

Buildings and equipment used in surface mining and quarrying operations must be removed within six months of the termination of surface mining and quarrying operations.

(Ord. 1103, passed 3-7-05)

CHAPTER 16.51: ~~CHAPTER 16.106:~~ GROWTH MANAGEMENT

Section

~~16.106.010~~ 16.51.010 Purpose and intent

~~16.106.020~~ 16.51.020 Application and exceptions

~~16.106.030~~ 16.51.030 Regulations by resolution

~~16.106.040~~ 16.51.040 Time limits

~~16.106.050~~ 16.51.050 Other applicable regulations

§ 16.51.010 ~~**§ 16.106.010**~~ **PURPOSE AND INTENT.**

This chapter establishes the authority of the City Council to issue regulations that place limitations on the issuance of residential building permits within specified time periods. Such limitations are considered necessary to ensure that the rate and/or level of residential growth in the city is consistent with regional growth management and resource protection plans.

(Ord. 1104, passed 7-19-04)

§ 16.51.020 ~~**§ 16.106.020**~~ **APPLICATION AND EXCEPTIONS.**

The provisions of this chapter apply to all residential developments that result in the creation of a new dwelling unit within any type of residential development project, with the following exceptions:

(A) ~~(A)~~ Single-family homes on vacant legal lots of record on the effective date of City Council Ordinance No. 832.

(B) ~~(B)~~ Residential units that are constructed to replace demolished units, provided the replacement construction occurs within one year of the demolition, that the replacement occurs on a 1-to-1 basis, and that the demolition was accomplished with a valid city permit.

(C) ~~(C)~~ Second dwelling units (~~"~~"granny flats~~"~~") constructed pursuant to Chapter ~~16.13,~~16.08 Division 4 (Second Dwelling Units) of this Title 16.

(Ord. 1104, passed 7-19-04)

§ 16.51.030 ~~**§ 16.106.030**~~ **REGULATIONS BY RESOLUTION.**

(A) ~~(A)~~ The City Council may, from time to time, issue by resolution regulations to provide for the administration and implementation of this chapter, including the establishment of fees to provide for the processing of applications. The regulations provide for limitations on the issuance of building permits for residential units based on the limits established by the Ventura County Air Quality Management Plan and the 208 Water Quality Plan, as said plans may be amended over time.

(B) ~~(B)~~ The provisions of this chapter will in no way require that the city issue permits for a project which may not exceed the population limitations which may be set forth by resolution. The city will have the right to review, approve, and deny residential development proposals through the ordinary discretionary review processes set forth in Chapters ~~16.200~~16.54 through ~~16.234~~16.71 (Administration of Development Code) in this Title 16.

(C) ~~(C)~~ The city may carry over allocations for previous review periods into future review periods.

(Ord. 1104, passed 7-19-04)

§ 16.51.040 ~~**§ 16.106.040**~~ **TIME LIMITS.**

Time limits for submitting building plans, obtaining approved plans, and commencement and completion of construction may be established by Resolution of the City Council.

(Ord. 1104, passed 7-19-04)

§ 16.51.050 ~~**§ 16.106.050**~~ **OTHER APPLICABLE REGULATIONS.**

In addition to the requirements contained in this Chapter ~~16.106~~16.51, the provisions of Chapter ~~16.200~~16.54 (Administration of the Development Code) and City Council Ordinance No. 832 apply to growth management allocations.

City Council Ordinance No. 832

(Ord. 1104, passed 7-19-04)

CHAPTER 16.52: ~~CHAPTER 16.108:~~ TRANSPORTATION DEMAND MANAGEMENT

Section

~~16.108.010~~ 16.52.010 Purpose and intent

~~16.108.020~~ 16.52.020 Applicability

~~16.108.030~~ 16.52.030 Transportation demand and trip reduction measures

~~16.108.040~~ 16.52.040 Review of transit impacts

~~16.108.050~~ 16.52.050 Monitoring and enforcement

~~16.108.060~~ 16.52.060 Definitions

§ 16.52.010 ~~§ 16.108.010~~ PURPOSE AND INTENT.

(A) ~~(A)~~ The Ventura County Transportation Commission (VCTC) is responsible for the preparation of the Congestion Management Plan (CMP) for the County. Among the state-mandated elements of the CMP is a trip reduction and transportation demand management element that promotes alternative transportation methods, such as carpools, vanpools, transit, bicycles, walking, park-and-ride lots, improvement in the balance between jobs and housing, and other strategies, including flexible work hours, telecommuting and parking management programs. The goals and policies of the CMP also support the increased use of low- and no-emission vehicles.

(B) ~~(B)~~ This chapter is intended to promote trip and travel demand reduction measures in the city and to meet the TDM facilities ordinance adoption requirement as set out in the CMP. The requirements of District Rule 210 are separate from this chapter and administrated by the District. This chapter sets forth the minimum requirements for meeting the CMP. Employers are encouraged to offer or provide additional inducements to use alternatives to single-occupant vehicles to their employees necessary to meet Rule 210 requirements.

(Ord. 1104, passed 7-19-04)

§ 16.52.020 ~~§ 16.108.020~~ APPLICABILITY.

Prior to approval of any development project, the applicant must make provision for, at a minimum, all the applicable transportation demand management and trip reduction measures contained in this chapter.

(Ord. 1104, passed 7-19-04)

§ 16.52.030 ~~§ 16.108.030~~ TRANSPORTATION DEMAND AND TRIP REDUCTION MEASURES.

(A) ~~(A)~~ *Nonresidential development projects: 50 to 99 employees*. Nonresidential development projects serving 50 to 99 employees must provide a bulletin board, display case, or kiosk displaying transportation information located where the greatest number of employees are likely to see it. Information in the area must include, but is not limited to, the following:

(1) ~~(1)~~ Current maps, routes and schedules for public transit routes serving the site;

(2) ~~(2)~~ Ridesharing promotional material supplied by commuter-oriented organizations;

(3) ~~(3)~~ Telephone numbers for referrals on transportation information including numbers for the regional ridesharing agency, Dial-A-Route, and local transit operators;

(4) ~~(4)~~ Bicycle route and facility information, including regional/local bicycle maps and bicycle safety information; and

(5) ~~(5)~~ A listing of facilities and services available for carpoolers, vanpoolers, bicyclists, transit riders and pedestrians at the site.

(B) ~~(B)~~ *Nonresidential development projects: 100 to 149 employees*. Nonresidential development projects with 100 to 149 employees must comply with subsection (A) above and must provide all of the following to the satisfaction of the city:

(1) ~~(1)~~ Not less than 10% of the employee parking area must be located as close as practical to the employee entrance(s) and must be reserved for use by potential carpool/vanpool vehicles, without displacing handicapped and customer parking needs. This preferential carpool/vanpool parking area must be identified on the site plan upon application for a building permit, to the satisfaction of the city. A statement that preferential carpool/vanpool spaces for employees are available and description of the method for obtaining such spaces must be included on the required transportation information board. Spaces will be signed/striped as demand warrants; provided that at all times at least one space for projects of 50,000 square feet to 100,000 square feet, and two spaces for projects over 100,000 square feet, will be signed/striped for carpool/vanpool vehicles.

(2) ~~(2)~~ Preferential parking spaces reserved for vanpools must be accessible to vanpool vehicles. When located within a parking structure, a minimum vertical interior clearance of 7 feet 2 inches must be provided for those spaces and accessways to be used by such vehicles. Adequate turning radii and parking space dimensions (minimum 9 feet by 19 feet) must also be included in vanpool parking areas.

(3) ~~(3)~~ Bicycle lockers or other secure bicycle parking must be provided near building entrances to accommodate four bicycles per the first 50,000 square feet of gross floor area and one bicycle per each additional 50,000 square feet. Calculations that result in a fraction of 0.5 or higher must be rounded up to the nearest whole number. Specific facilities and locations (e.g. provision of racks, lockers, or locked room) must be to the satisfaction of the city.

(4) ~~(4)~~ Safe and convenient access from the external circulation system to bicycle parking facilities on site.

(C) ~~(C)~~ *Nonresidential development projects: 150+ employees*. Nonresidential development serving 150 or more employees must comply with subsections (A) and (B) above and must provide all of the following measures to the satisfaction of the city:

(1) ~~(1)~~ A safe and convenient zone in which vanpool and carpool vehicles may deliver or board their passengers. Passenger loading areas should be located as close as possible to the building entrance and should be designated in a manner that does not impede vehicular circulation in the parking area.

(2) ~~(2)~~ Sidewalks or other designated pathways following, to the greatest extent feasible, direct and safe routes from the external pedestrian circulation system to, and between, each building in the development.

(3) ~~(3)~~ If determined necessary by the city to mitigate project traffic congestion or air quality impacts, bus stop improvements must be provided. The city will consult with the local bus service providers in determining appropriate improvements (e.g. bus pullouts, bus pads, shelters, and the like). When locating bus stops and/or planning building entrances, entrances should be designed to provide safe and efficient access to nearby transit stations/stops.

(4) ~~(4)~~ Development design must incorporate, to the extent feasible, showers, changing rooms, lockers, and the like, for employees who bicycle, jog or walk to work.

(5) ~~(5)~~ Development design must incorporate lunchrooms, cafeterias, eating establishments, and other facilities that will reduce the need for mid-day driving.

(6) ~~(6)~~ Development design must incorporate, to the greatest extent feasible, interconnected circulation systems, such as joined parking lots, to reduce the need for cars to travel on the street when traveling from one business to another.

(D) ~~(D)~~ *Residential development projects: 100 to 349 units*. Residential development projects of 100 to 349 dwelling units must provide the following to the satisfaction of the city:

(1) ~~(1)~~ Safe, convenient, and direct pedestrian and bicycle access from the internal circulation system to adjacent collector and/or arterial roadways.

(2) ~~(2)~~ If determined necessary by the city, bus stop improvements must be provided. The city will consult with the local bus service providers in determining appropriate improvements.

(E) ~~(E)~~ *Residential development projects: 350+ units*. Residential development of 350 dwelling units or more must comply with subsection (D) above and must comply with the following to the satisfaction of the city:

Development design must, to the greatest extent possible and as appropriate based on adjacent land use and markets, incorporate services such as dry cleaners, eating establishments, child care facilities, grocery markets, neighborhood work centers and other facilities which will reduce home-based vehicle trips and vehicle miles traveled. Such services must, to the greatest extent feasible, interconnect to circulation systems.

(F) ~~(F)~~ *Maintenance of facilities*. All facilities and improvements construction or otherwise required must be maintained in a state of good repair.

(Ord. 1104, passed 7-19-04)

§ 16.52.040 ~~§ 16.108.040~~ REVIEW OF TRANSIT IMPACTS.

(A) ~~(A)~~ Prior to approval of any development project for which an environmental impact report (EIR) will be prepared pursuant to the requirements of the California Environmental Quality Act (CEQA) or based on a local determination, regional and municipal fixed-route transit operators providing service to the project must be identified and consulted to provide input. Pursuant to the provision of CEQA, transit operators will be sent a Notice of Preparation (NOP) for all contemplated EIRs and will, as part of the NOP process, be given opportunity to comment on the impacts of the project, to identify recommended transit service or capital improvements which may be required as a result of the project, and to recommend mitigation measures which minimize automobile trips on the CMP network. Impacts and recommended mitigation measures identified by the transit operator will be evaluated in the draft EIR prepared for the project. Related mitigation measures adopted will be monitored through the mitigation monitoring requirements of CEQA.

(B) ~~(B)~~ Phased development projects, development projects subject to a development agreement, or development projects requiring subsequent approvals need not repeat this process as long as no significant changes are made to the project. It will remain the discretion of the lead agency to determine when a project is substantially the same and therefore covered by a previously certified EIR.

(Ord. 1104, passed 7-19-04)

§ 16.52.050 ~~§ 16.108.050~~ MONITORING AND ENFORCEMENT.

(A) ~~(A)~~ Compliance with the standards required in this chapter will be ensured by the following two methods:

(1) ~~(1)~~ Prior to the issuance of the certificate of occupancy for projects which are newly constructed or expanded, city staff will inspect the property to ensure that all amenities, facilities and measures required in this chapter and all conditions of approval have been fulfilled; and

(2) ~~(2)~~ Prior to the issuance of a business license, staff will inspect all projects for which amenities, facilities, and measures or conditions of approval were provided in order to comply with this chapter, to ensure ongoing compliance with the standards or conditions of this chapter. For example, if preferential parking spaces and bicycle lockers were installed on a project in order to meet the

requirements of this chapter, all subsequent property owners must maintain the same amenities, facilities, or measures.

(B) ~~(B)~~ Failure to comply with this chapter will be enforced according to applicable provisions of this Title 16.

(Ord. 1104, passed 7-19-04)

§ 16.52.060 ~~§ 16.108.060~~ DEFINITIONS.

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

ALTERNATIVE TRANSPORTATION. The use or modes of transportation other than the single-passenger motor vehicle, including but not limited to carpools, vanpools, buspools, public transit, walking and bicycling.

APPLICABLE DEVELOPMENT. Any development project that is determined to meet or exceed the project size threshold criteria contained in ~~§ 16.108.030~~16.52.030.

BUSPOOL. A vehicle with at least 16 seating positions used and maintained primarily for carrying commuters to and from work.

CARPOOL. A vehicle occupied by two or more persons aged 16 years or older commuting to or from work and/or school.

DEVELOPER. The builder who is responsible for the planning, design and construction of an applicable development project. A developer may be responsible for implementing the provisions of this chapter as determined by the property owner if defined by a legal agreement.

DEVELOPMENT. The construction or addition of new building square footage. Additions to buildings which existed prior to the adoption of the ordinance codified in this chapter and which exceed the thresholds defined in ~~§ 16.54.030~~16.27.030 will comply with the applicable requirements but will not be added cumulatively with existing square footage; existing square footage will be exempt from these requirements. All calculations will be based on gross square footage.

EMPLOYEE PARKING AREA. The portion of the total required parking at a development used by on-site employees. For information purposes, based upon information developed by the Institute of Transportation Engineers (ITE), broad employee parking needs could be calculated as follows:

Type of Use	% of Required Parking Devoted to Employees
Commercial	30%
Office/Professional	85%
Industrial/Manufacturing	95%

NEIGHBORHOOD WORK CENTER. A location in a community where facilities are provided either by public or private means for shared employee work activities.

PREFERENTIAL PARKING. Parking spaces designated or assigned, through use of a sign or painted space markings, for carpool and vanpool vehicles carrying commute passengers on a regular basis that are provided in a location more convenient to a place of employment than parking spaces provided for single-occupant vehicles.

TRANSPORTATION DEMAND MANAGEMENT (TDM). The alteration of travel behavior, usually on the part of commuters, through programs of incentives, services and policies. TDM addresses alternatives to single-occupant vehicles such as carpooling and vanpooling, and changes in work schedules that move trips out of the peak period or eliminate then altogether (as is the case in telecommuting or compressed work weeks).

TRIP. At a minimum, the starting of an engine and the travel from an origin to a destination. If the trip is nonstop, it also means the round trip to and from an origin.

TRIP REDUCTION. Reduction in the number of work-related trips made by single-occupant vehicles.

VANPOOL. A group of at least seven commuters traveling to work in a vehicle designed for carrying more than six but less than 16 persons, including the driver, which is maintained and used primarily for work related transportation of adults for the purpose of ride sharing.

(Ord. 1104, passed 7-19-04)

CHAPTER 16.53:~~CHAPTER 16.110:~~ NONCONFORMITIES

Section

~~16.110.010~~ 16.53.010 Purpose and intent

~~16.110.020~~ 16.53.020 Establishment of nonconforming status

~~16.110.030~~ 16.53.030 Nonconforming uses - continued use after damage or destruction

~~16.110.040~~ 16.53.040 Nonconforming use - voluntary demolition of structure

~~16.110.050~~ 16.53.050 Nonconforming use - lack of conditional use permit

~~16.110.060~~ 16.53.060 Nonconforming use - allowed only by conditional use permit

~~16.110.070~~ 16.53.070 Continuation and maintenance

~~16.110.080~~ 16.53.080 Nonconforming status tied to property

~~16.110.090~~ 16.53.090 Abatement

~~16.110.100~~ 16.53.100 Nonconforming uses - allowable changes

~~16.110.110~~ 16.53.110 Abandonment

~~16.110.120~~ 16.53.120 Nonconforming structures - generally

~~16.110.130~~ 16.53.130 Nonconforming structures - reconstruction of multi-family residential structures

~~16.110.140~~ 16.53.140 Nonconforming structures - reconstruction of single-family dwellings and non-residential structures

~~16.110.150~~ 16.53.150 Nonconforming fences and walls

~~16.110.160~~ 16.53.160 Historic properties

~~16.110.170~~ 16.53.170 Nonconforming lot

~~16.110.180~~ 16.53.180 Nonconformity abatement - notice

~~16.110.190~~ 16.53.190 Public hearing

~~16.110.200~~ 16.53.200 Findings and decisions

~~16.110.210~~ 16.53.210 Appeals

~~16.110.220~~ 16.53.220 Extension of time

~~16.110.230~~ 16.53.230 City removal

§ 16.53.010 ~~§ 16.110.010~~ PURPOSE AND INTENT.

This chapter establishes regulations for legal nonconforming land uses, structures, and parcels. These are land uses, structures, and parcels within the city that were lawfully established, constructed, or subdivided before the adoption or amendment of this Code, but which would be prohibited, regulated, or restricted differently under the current terms of this Code or its amendments. This chapter is intended to encourage the ~~city's~~city's continuing improvement by limiting the extent to which nonconforming structures and uses may continue to be used, expanded, or replaced, while improving the health, safety, and welfare of all residents without creating an economic hardship for individual property or business owners.

(Ord. 1104, passed 7-10-04; Am. Ord. 1181, passed 11-19-07)

§ 16.53.020 ~~§ 16.110.020~~ ESTABLISHMENT OF NONCONFORMING STATUS.

(A) ~~(A)~~ *Applicability*. Nonconforming uses, structures and lots within the city may continue to be used, and may be maintained, altered, expanded, reconstructed, or replaced only as allowed by this chapter.

(B) ~~(B)~~ This chapter does not apply to any nonconforming structures owned in whole or part by the city. Nothing in this chapter is intended to, nor can it, require the city to remove a publicly owned nonconforming structure or use.

(C) ~~(C)~~ *Effective date*. Whenever a use, structure, or lot becomes nonconforming as a result of amending this Code, the time period for eliminating the use established by this Code is computed from the effective date of the amendment.

(D) ~~(D)~~ *Legal nonconforming use*. An existing use, structure, or lot is deemed to be ~~"~~"legal nonconforming~~"~~" if, prior to its establishment, such use, structure, or lot was established or created in full conformance with applicable regulations in effect at the time of such establishment or creation.

(Ord. 1104, passed 7-19-04; Am. Ord. 1181, passed 11-19-07)

§ 16.53.030 ~~§ 16.110.030~~ NONCONFORMING USES – CONTINUED USE AFTER DAMAGE OR DESTRUCTION.

(A) ~~(A)~~ Unless otherwise provided by applicable law, a nonconforming residential use occupying a structure that is damaged or destroyed by fire, earthquake, or other calamity beyond the property ~~owner's~~owner's control may be re-established.

(B) ~~(B)~~ Unless otherwise provided by applicable law, a nonconforming non-residential use occupying a structure that is damaged or destroyed by fire, earthquake, or other calamity beyond the property ~~owner's~~owner's control may be re-established with a conditional use permit.

(Ord. 1181, passed 11-19-07)

§ 16.53.040 ~~§ 16.110.040~~ NONCONFORMING USE – VOLUNTARY DEMOLITION OF STRUCTURE.

A nonconforming use which occupies a structure that is voluntarily demolished or demolished because of a maintenance failure or other neglect can be replaced only with a use that complies with all applicable provisions of this Code.

(Ord. 1181, passed 11-19-07)

§ 16.53.050 ~~§ 16.110.050~~ NONCONFORMING USE – LACK OF CONDITIONAL USE PERMIT.

A use that is nonconforming because it lacks a conditional use permit may continue only to the extent that it previously existed (e.g., floor or site area occupied by the use, hours of operation). Any change to such use requires a conditional use permit.

(Ord. 1181, passed 11-19-07)

§ 16.53.060 ~~§ 16.110.060~~ NONCONFORMING USE – ALLOWED ONLY BY CONDITIONAL USE PERMIT.

A nonconforming use previously allowed by a conditional use permit but is no longer permitted by the Code within the applicable zoning district can continue in operation, but only in compliance with all provisions of the original conditional use permit.

(Ord. 1181, passed 11-19-07)

§ 16.53.070 ~~§ 16.110.070~~ CONTINUATION AND MAINTENANCE.

A nonconforming non-residential use, structure, or lot may continue to be used until such time it is required to be abated provided no alterations, expansions, or modifications of area or use are made, except as otherwise permitted by this chapter.

(Ord. 1181, passed 11-19-07)

§ 16.53.080 ~~§ 16.110.080~~ NONCONFORMING STATUS TIED TO PROPERTY.

Restrictions and conditions affecting nonconforming uses, structures, and lots apply to that use, building, and structures, and are not affected by ownership changes.

(Ord. 1181, passed 11-19-07)

§ 16.53.090 ~~§ 16.110.090~~ ABATEMENT.

Non-residential nonconforming uses must be abated or brought into conformance with this Code in accordance with the following amortization schedule:

TABLE ~~110-1~~53-1 Abatement of Nonconforming Nonresidential Uses

Zone or Use	***Abatement Schedule***
1. In any zone, a nonconforming non-residential use not occupying a structure.	1 year
2. In any zone, a nonconforming non-residential use located in a structure with less than 100 square feet of gross floor area.	3 years
3. Any zone – Use not permitted	5 years

(Ord. 1181, passed 11-19-07)

§ 16.53.100 ~~§ 16.110.100~~ NONCONFORMING USES – ALLOWABLE CHANGES.

(A) ~~(A)~~ *Enlargement or expansion*. A nonconforming use cannot be enlarged or increased to occupy a greater floor area or portion of the site than it lawfully occupied before becoming a nonconforming use. Alterations which do not increase or enlarge a nonconforming use may be approved.

(B) ~~(B)~~ *Extended hours*. The hours of business for a nonconforming use may be expanded to operate under extended business hours with a conditional use permit.

(C) ~~(C)~~ No nonconforming use can be changed to a less restrictive nonconforming use.

(Ord. 1181, passed 11-19-07)

§ 16.53.110 ~~§ 16.110.110~~ ABANDONMENT.

A nonconforming use that is voluntarily discontinued or ceased operations for a continuous period of 12 months or more cannot be re-established on the site. Any further use of an existing structure or site must be used in conformity with all applicable provisions of this Code.

(Ord. 1181, passed 11-19-07)

§ 16.53.120 ~~§ 16.110.120~~ NONCONFORMING STRUCTURES – GENERALLY.

(A) ~~(A)~~ *Expansions*. A nonconforming structure cannot be expanded, except as required by law, unless such expansion results in elimination of the nonconformity.

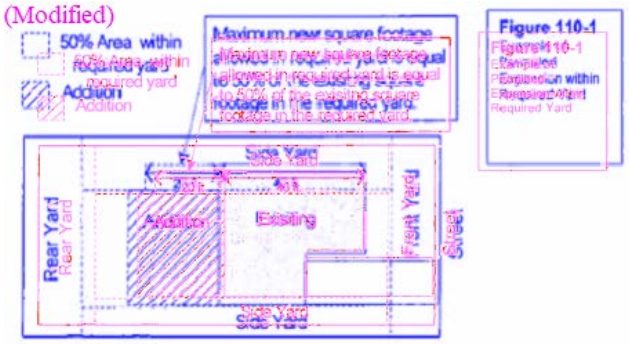
(B) ~~(B)~~ *Maintenance, repair, and alterations*. A nonconforming structure may be regularly maintained and repaired. Alterations without expansion are permitted if they improve the appearance or stability of the structure.

(C) ~~(C)~~ A building or structure which does not conform to the yard regulations applicable to the zone in which such building or structure is located may be structurally altered only when:

(1) ~~(1)~~ The alteration causes the building or structure to conform to the applicable yard regulations;

(2) ~~(2)~~ The alteration or enlargement does not project into any required yard; or

(3) ~~(3)~~ The alteration or enlargement is an extension of that portion of the existing building or structure that encroaches into a required yard; provided, however, the alteration or enlargement cannot extend into the required yard farther than the existing portion and cannot have an area greater than 50% of the area of the existing portion within the required yard (see Figure 110-1). This allowance may only be utilized once on a property; future alterations or enlargements after the initial 50% allowance has been used on a property may not encroach into the required yard.



(Ord. 1181, passed 11-19-07)

§ 16.53.130 ~~§ 16.110.130~~ NONCONFORMING STRUCTURES – RECONSTRUCTION OF MULTI-FAMILY RESIDENTIAL STRUCTURES.

Except as otherwise provided by applicable law, a residential nonconforming structure containing two or more dwelling units that is damaged or destroyed by fire, earthquake, or other calamity beyond the property ~~owner's~~owner's control may be reconstructed in compliance with this Code as follows.

(A) ~~(A)~~ The replacement structure contains at most the same number of dwelling units and floor area as the damaged structure;

(B) ~~(B)~~ The replacement structure complies with all other applicable provisions of this Code to the maximum extent feasible;

(C) ~~(C)~~ Reconstruction or rebuilding of the structure will not be detrimental or injurious to the health, safety, or general welfare of the persons residing or working in the neighborhood, or will not be detrimental or injurious to the property and improvements in the neighborhood;

(D) ~~(D)~~ A complete application for reconstruction is submitted within 12 months of the date of damage, and reconstruction is commenced within 180 days of land use permit approval; and

(E) ~~(E)~~ Reconstruction, restoration, or rebuilding of a multi-family dwelling or duplex may be prohibited if the Planning Commission finds that the reconstruction, restoration, or rebuilding will be detrimental or injurious to the health, safety, or general welfare of persons residing or working in the neighborhood, or will be detrimental or injurious to property and improvements in the neighborhood.

(Ord. 1181, passed 11-19-07)

§ 16.53.140 ~~§ 16.110.140~~ NONCONFORMING STRUCTURES – RECONSTRUCTION OF SINGLE-FAMILY DWELLINGS AND ~~NON-RESIDENTIAL~~NONRESIDENTIAL STRUCTURES.

Except as otherwise provided by applicable law, a damaged single-family dwelling or non-residential structure that is damaged or destroyed by fire, earthquake, or other calamity beyond the property ~~owner's~~owner's control may be reconstructed in compliance with this Code as follows.

(A) ~~(A)~~ *Less than 50% destruction*. A structure with 50% or more of the total length of its original exterior walls remaining in place after the damaging event, requiring no replacement, may be reconstructed provided that:

(1) ~~(1)~~ The reconstructed structure occupies the same footprint or decreases the nonconformity of the structure, and is of no greater height than the original structure; and,

(2) ~~(2)~~ A complete application demonstrating compliance with Title 15 for reconstruction is submitted within 12 months of the date of damage, and reconstruction is commenced within 180 days of land use permit approval.

(B) ~~(B)~~ *More than 50% destruction*. A structure that is damaged so that more than 50% of the total length of its exterior walls must be replaced, may also be reconstructed, provided that:

(1) ~~(1)~~ The reconstructed structure occupies the same footprint or decreases the nonconformity of the structure, complies with the ~~city's~~city's design standards to the extent feasible, and is of no greater height than the original structure;

(2) ~~(2)~~ A complete application for reconstruction demonstrating compliance with Title 15 is submitted within 12 months of the date of damage, and reconstruction is commenced within one year from land use permit approval; and;

(3) ~~(3)~~ The reconstructed structure must provide at least as much parking as previously existed and as much as determined by the Director to be feasible.

(C) ~~(C)~~ *Replacement after destruction of nonconforming residential structures*. A nonconforming residential structure that is completely destroyed by fire, earthquake, or other calamity beyond the property ~~owner's~~owner's control may be replaced provided that:

(1) ~~(1)~~ The replacement structure occupies the same footprint or decreases the nonconformity of the structure, complies with the ~~city's~~city's design standards to the extent feasible, and is of no greater height than the original structure; and

(2) ~~(2)~~ A complete application for reconstruction demonstrating compliance with Title 15 is submitted within 12 months of the date of damage, and reconstruction is commenced within one year from land use permit approval.

(D) ~~(D)~~ *Replacement after destruction of nonconforming non-residential uses*. A nonconforming non-residential structure that is completely destroyed by fire, earthquake, or other calamity beyond the property ~~owner's~~owner's control can be replaced only with a structure that complies with all applicable provisions of this Code.

(Ord. 1181, passed 11-19-07)

§ 16.53.150 ~~§ 16.110.150~~ NONCONFORMING FENCES AND WALLS.

Nonconforming fences and walls cannot be enlarged or altered unless they are altered to conform with this Code.

(Ord. 1181, passed 11-19-07)

§ 16.53.160 ~~§ 16.110.160~~ HISTORIC PROPERTIES.

Based upon substantial evidence, the Planning Commission can find that a national-, state-, or local-designated historic use or structure is nonconforming and exempt from this chapter.

(Ord. 1181, passed 11-19-07)

§ 16.53.170 ~~§ 16.110.170~~ NONCONFORMING LOT.

(A) ~~(A)~~ *Allowed use of a nonconforming parcel*. A parcel that does not comply with the applicable requirements of this Code for minimum lot area, dimensions, or access, is considered to be a legal building site for the purposes of development or the establishment of a new land use only if:

(1) ~~(1)~~ The parcel was previously a legal lot of record; or

(2) ~~(2)~~ The parcel has a Certificate of Compliance.

(B) ~~(B)~~ *Development and use standards*. Any proposed development or use of a nonconforming parcel must comply with all applicable requirements of this Code.

(C) ~~(C)~~ *Further division prohibited*. A nonconforming parcel cannot be further subdivided, and its boundaries may be changed through lot line adjustment only if the extent of the nonconformity remains unchanged or is reduced.

(Ord. 1181, passed 11-19-07)

§ 16.53.180 ~~§ 16.110.180~~ NONCONFORMITY ABATEMENT – NOTICE.

(A) ~~(A)~~ Upon determination by the ~~Planning~~ Director that a use on a given parcel of land is a nonconforming use and the permitted abatement period has lapsed, the Director must send a notice to the owner of the parcel, as shown on the last equalized assessment roll, identifying the requirement for abatement. Such notice must be sent by a method certifying delivery of the notice.

(B) ~~(B)~~ The notice required by this section must state the following:

(1) ~~(1)~~ The property in question contains a nonconforming use;

(2) ~~(2)~~ The date the use became nonconforming; and

(3) ~~(3)~~ The date of required abatement established in this Code.

(Ord. 1181, passed 11-19-07)

§ 16.53.190 ~~§ 16.110.190~~ PUBLIC HEARING.

(A) ~~(A)~~ Within 30 days after the city issues a notice, the owner of the subject property may request a public hearing before the Planning Commission to consider the matter.

(B) ~~(B)~~ The Planning Commission must receive written and oral testimony at such hearing with regard to abatement of the nonconformity.

(C) ~~(C)~~ At the close of the public hearing, the Planning Commission must find and determine whether the nonconformity should be abated or whether a time extension should be granted. The Commission must base its decision as to the length of the permitted abatement period on evidence including, without limitation, the depreciation schedule attached to the ~~owner's~~owner's latest federal income tax return.

(D) ~~(D)~~ The Planning Commission must also find and determine whether the nonconformity can economically be used in its present condition or if the nonconformity can be successfully modified for a purpose permitted by the zone in which it is located.

(Ord. 1181, passed 11-19-07)

§ 16.53.200 ~~§ 16.110.200~~ FINDINGS AND DECISIONS.

(A) ~~(A)~~ The decision of the Planning Commission and the findings in support of the decision must be in the form of a written order and be served to the property owner personally or by a method certifying delivery within ten calendar days after the decision is rendered.

(B) ~~(B)~~ Findings must be made as to whether or not the balancing of the public interest and the request by the owner for continuance complies with the intent of this Title 16.

(Ord. 1181, passed 11-19-07)

§ 16.53.210 ~~§ 16.110.210~~ APPEALS.

The decision of the Planning Commission may be appealed to the City Council in accordance with this Code.

(Ord. 1181, passed 11-19-07)

§ 16.53.220 ~~§ 16.110.220~~ EXTENSION OF TIME.

(A) ~~(A)~~ In establishing the time periods for the termination of nonconforming uses, the city recognizes that there may be some uses which entail a substantial investment in time and money and which require a greater period of time for abatement of the investment than that set forth in the timetable. Any party may file a petition to the Planning Commission for an extension of time for the termination of a nonconforming use. The Planning Commission may direct the ~~Planning~~ Director to conduct a study of the specific use and prepare a report recommending the appropriate time for termination of the use.

(B) ~~(B)~~ The Planning Commission, or the City Council on appeal, at its discretion, may grant an extension of time for the abatement of nonconformity where it finds that an unreasonable hardship would otherwise be imposed on the property owner.

(Ord. 1181, passed 11-19-07)

§ 16.53.230 ~~§ 16.110.230~~ CITY REMOVAL.

If removal of a nonconforming use is not performed within the termination period determined by the Planning Commission in accordance with this chapter, the city can remove the nonconforming use. Any cost of removal can be charged to the property owner or recorded as a lien on the subject property, in accordance with this Code.

(Ord. 1181, passed 11-19-07)

Summary report: Litera Compare for Word 11.10.1.2 Document comparison done on 8/19/2025 7:06:05 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: santapaula-ca-1.docx	
Modified DMS: iw://bbklaw-mobility.imanage.work/IMANAGE/44098447/1	
Changes:	
Add	2196
~~Delete~~	2302
~~Move From~~	0
Move To	0
Table Insert	1
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	3
Embedded Excel	0
Format changes	0
Total Changes:	4502

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dale Goodman, Public Works Director

Subject: TELEGRAPH ROAD WIDENING AND ROUNDABOUT UPDATE

Date: September 17, 2025

Agenda Item: 12.A

RECOMMENDATION:

Receive this update presentation for informational purposes.

Presented by: Bob Woodward, City Engineer

BACKGROUND:

Telegraph Road functions as a primary arterial corridor for the eastern portion of the City, providing access to the central and downtown portions of the City from Hallock Drive and State Route 126. Despite current development trends and urbanization of eastern portions of the City, Telegraph Road remains a 2-lane road without formalized curb, gutter, sidewalk or drainage features. The City's 2040 General Plan classification for Telegraph Road from the Harvard/Main intersection to Hallock is a 4-lane boulevard. The implementation requirements for this section of Telegraph Road, according to the General Plan, include widening the street to 68 feet and restriping it as a 4-lane roadway with a center left-turn lane and Class II bike lanes, as well as curb, gutter, sidewalk and drainage facilities. No parking is recommended along this stretch, as the primary focus is cyclist safety and priority.

At the west end of Telegraph a roundabout has been proposed to address the intersection of Telegraph with Harvard Boulevard and Main Street. The current lack of traffic controls for westbound traffic on Telegraph from Hallock encourages higher rates of speed for vehicles, which combined with non-standard intersection geometry and sight distance issues at the Harvard/Main/Telegraph intersection creates safety issues for pedestrians as well as vehicles turning onto Harvard and Telegraph from Main Street. The existing right of way at the intersection was deemed sufficient to accommodate a standard 1-lane roundabout, especially when considered in combination with the City-owned parcel located on the western end of the intersection between Main and Harvard.

In 2024, the City Council at their August 21 st meeting approved professional services agreements with MNS Engineers Inc. for the design of the widening of Telegraph Road as well as a roundabout at the Harvard/Main/Telegraph intersection. At that time, Council requested that staff return for a presentation of these projects as preliminary design efforts progressed.

ANALYSIS:

Multiple development projects along or adjacent to Telegraph Road are either proposed or underway, and the need for improvements to address traffic capacity, bicycle circulation, and pedestrian safety will continue to grow. The proposed project addresses complete roadway design to ensure the Telegraph corridor improvements speak to the goals of the 2040 General Plan Circulation Element while providing for an aesthetic arterial corridor in this portion of the City.

Specifically, the current preliminary design reflects a 4-lane boulevard from Hallock to the Santa Paula Creek Bridge, with associated curb, gutter, drainage and landscape improvements. Separated bike lanes are proposed for Telegraph in the east and west directions, with bicycle lanes separated from adjacent traffic by landscape planters. The pedestrian environment consists of a 6' sidewalk and 4' planter strip. The design creates specific 'zones' for vehicles, bicyclists and pedestrians, which adheres to the US Department of Transportation's National Roadway Safety Strategy (NRSS) in which all road users are treated as equals. A mid-block crossing featuring a Rectangular Rapid Flashing Beacon (RRFB) is proposed near the transit stop associated with the Red Tail multi-family housing project, which is currently under construction on the south side of Telegraph Road east of Whipple Road.

The 4-lane portion of the Telegraph corridor transitions to a 2-lane roadway at the Santa Paula Creek bridge as the road approaches the roundabout. This portion of the roadway is constrained by the width of the existing Telegraph Road bridge over the Creek, which carries 2 travel lanes in either direction, but does not have sufficient width to accommodate a bike lane. As the road must transition to a single lane for the roundabout approach, the design team chose to begin the transition in advance of the bridge to begin to slow traffic and also accommodate the continuation of the proposed bike lanes from Telegraph Road to the east.

As the roadway transitions to the roundabout at the intersection with Main Street and Harvard Boulevard, the bike lanes exit the roadway and utilize a shared use path. The shared-use paths accommodate both pedestrians and bicyclists on either side of the roundabout as a bypass, reconnecting bicycle traffic to existing bike lanes once they exit the roundabout zone. 4-lane roadway approaches from Harvard Boulevard and Telegraph Road, as well as the 2-lane Main Street converge to a single lane roundabout, which is adequate to address the current and future traffic volumes.

The proposed roundabout geometry consists of a 150' inscribed diameter center island, with traversable raised drive areas to accommodate multi-axle trucks and oversized loads typical of detoured highway vehicles. The center island features a landscaped center section, with opportunities for art, architectural or other context sensitive features. The roundabout approaches feature splitter islands that help guide and position vehicles entering and leaving the roundabout zone. The splitter islands are a key element in roundabout design, providing traffic calming as vehicles make posted speed reductions required to navigate the roundabout geometry and more safely yield to pedestrians. Pedestrian crossings occur in the approach legs of the roundabout, ahead of the yield lines, so that drivers encounter first pedestrians, then vehicles as they navigate the roundabout. The design is consistent with both Vision Zero and Complete Streets design principles, which correlate the incorporation of properly designed roundabouts with a reduction in pedestrian and driver fatalities. See Attachment A for design diagrams.

Roadway drainage is anticipated to be a challenge for all portions of the Telegraph corridor, as this area contains limited underground storm drain systems for the connection of roadway drainage catch basins and related facilities. The project areas east and west of Santa Paula Creek are subject to substantial overland flow from the north and It is anticipated that the proposed landscape buffers will provide a dual function, blending aesthetically pleasing landscape with stormwater infiltration facilities to reduce runoff, improve water quality and minimize the required size of roadway drainage infrastructure.

Specific details of the project are contained in the accompanying PowerPoint presentation (Attachment B). Further design development and related input will be presented at a public workshop, which will be scheduled for late Fall of 2025.

STRATEGIC PLAN:

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

Infrastructure, Transportation & Mobility

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

FISCAL IMPACTS:

There are no fiscal impacts to report at this time.

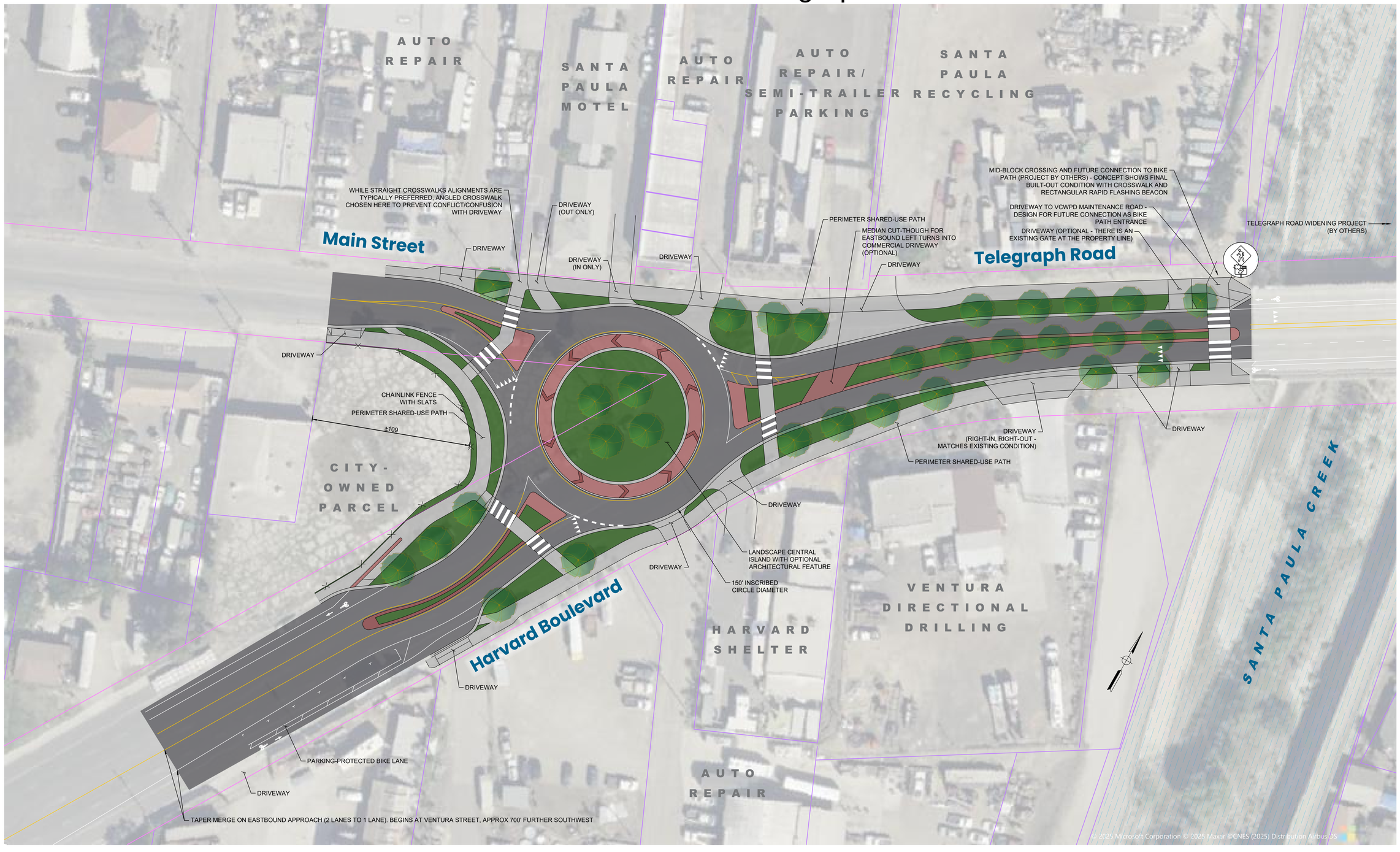
OPTIONS:

No options are presented, as this project update is informational in nature, only.

ATTACHMENTS:

Attachment A.pdf
2025-09-17 Telegraph and RAB Presentation.pptx

Attachment A: Harvard/Main/Telegraph Roundabout



30' 15' 0' 15' 30'
SCALE: 1" = 30'

NEXT STEPS:

ITERATION #3
- REFINE DESIGN
- LANDSCAPE PALETTE
- 3-D RENDERINGS

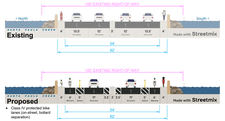
PS&E
- CONSTRUCTION DOCUMENTS
- ROUNDABOUT PERFORMANCE CHECKS
- PROPERTY OWNER / STAKEHOLDER COORDINATION

MNS

City of Santa Paula
Main Street-Harvard Boulevard-Telegraph Road Roundabout

Concept Iteration #2
Colorized Concept

Attachment A: Telegraph Road Widening



SCALE: 1" = 40'

MNS

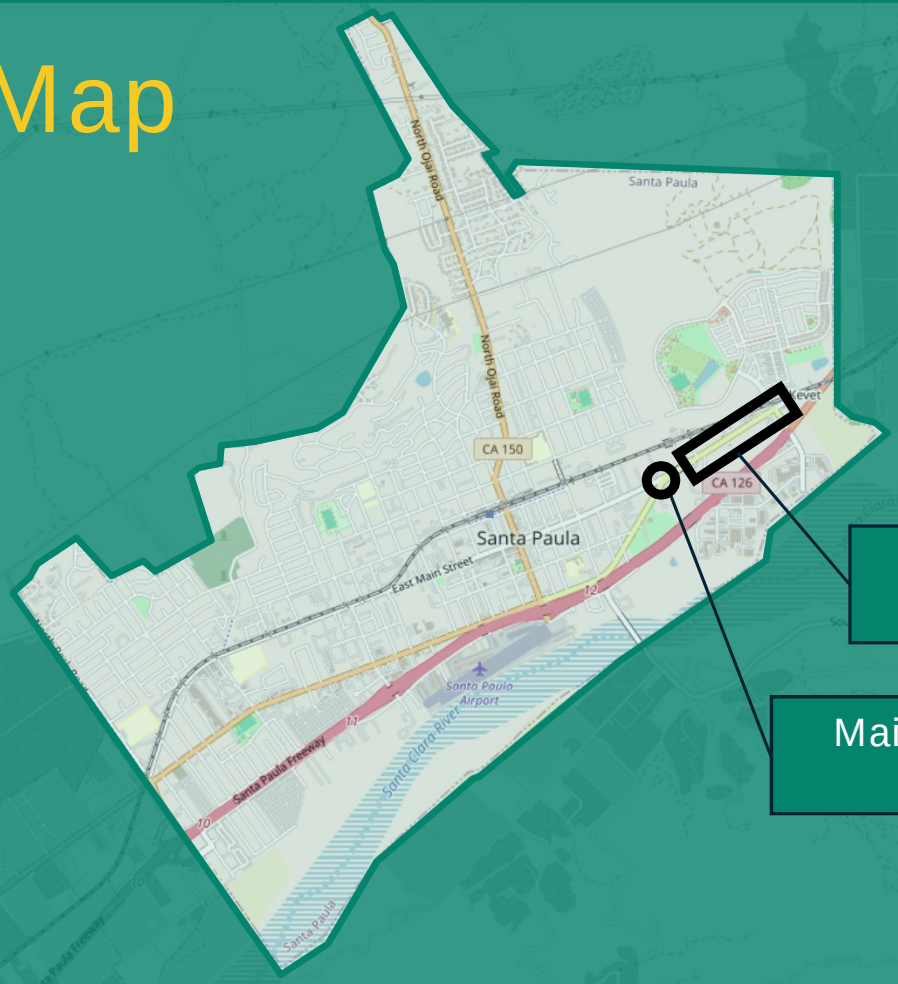
City of Santa Paula
Telegraph Road Widening
Concept Iteration #3

Telegraph Road Widening
&
Main Street-Harvard Boulevard-Telegraph Road Roundabout
Projects

City Council Presentation

September 17, 2025

Project Map

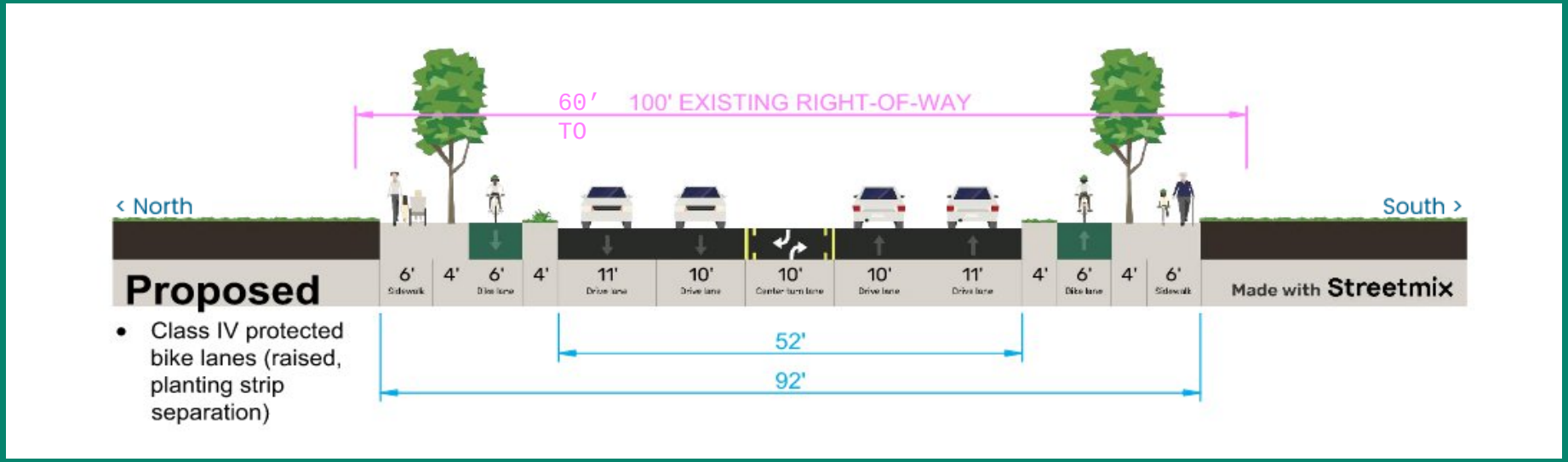

Santa Paula
North Ojai Road
CA 150
CA 126
East Main Street
Santa Paula Airport
Santa Clara River
Santa Paula Freeway
Telegraph Road Widening
Main-Harvard-Telegraph Roundabout

Project Goals – Telegraph Road

- Widen Telegraph Road from 2 lanes to 4 lanes
- Add sidewalk and bicycle infrastructure
  - Facilities for all ages and abilities
- Support existing development plans
- Activate opportunities for future development

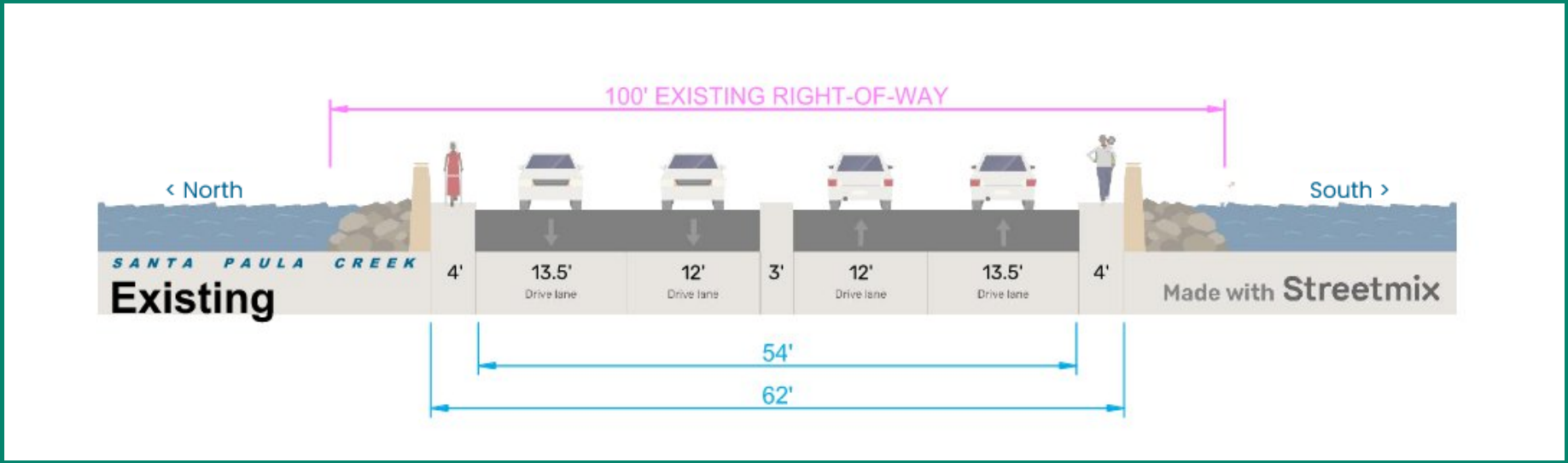
Looking west toward Santa Paula Creek

Proposed Cross Section

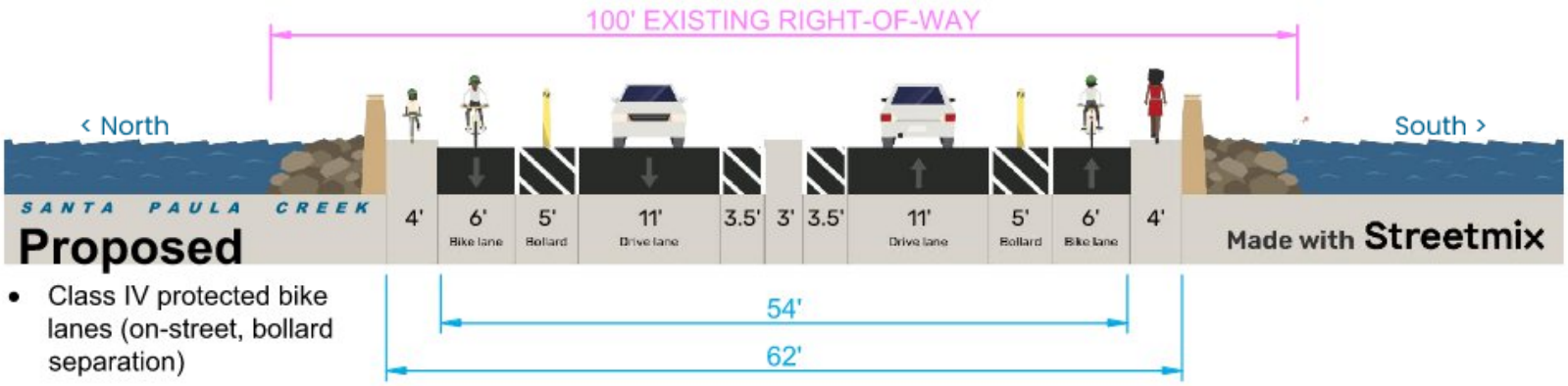


- Class IV protected bike lanes (raised, planting strip separation)

Santa Paula Creek Bridge (existing)



Santa Paula Creek Bridge (proposed)

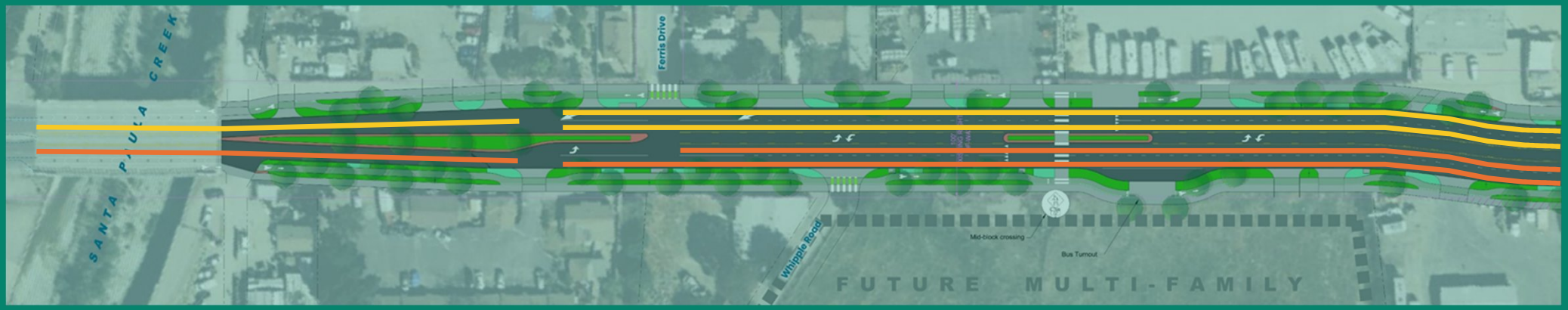


Proposed

- Class IV protected bike lanes (on-street, bollard separation)

SANTA PAULA CREEK
Ferris Drive
Whipple Road
Mid-block crossing
Bus Turnout
FUTURE MULTI-FAMILY

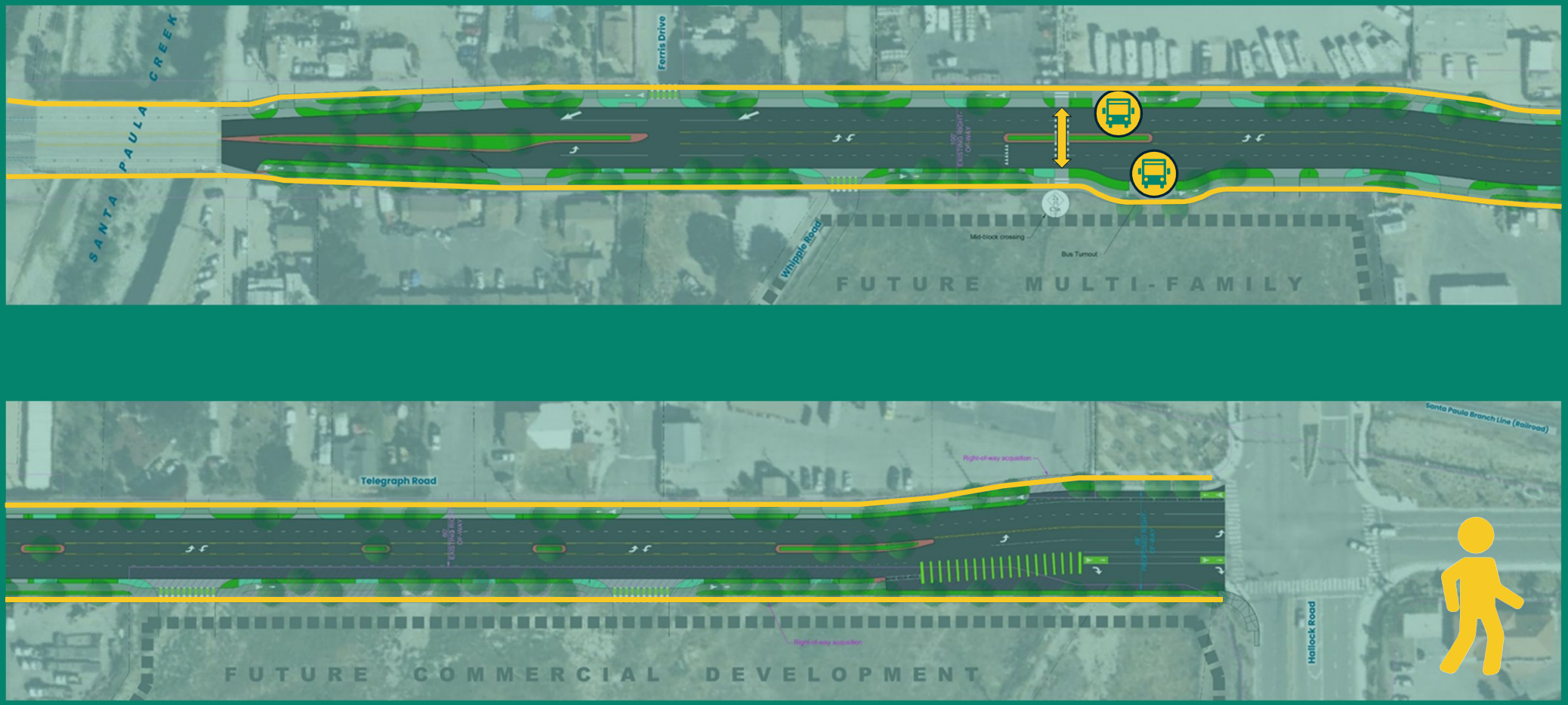
Telegraph Road
Right-of-way acquisition
Santa Paula Branch Line (Railroad)
Hallock Road
FUTURE COMMERCIAL DEVELOPMENT


SANTA PAULA CREEK
Ferris Drive
Whipple Road
Mid-block crossing
Bus Turnout
FUTURE MULTI-FAMILY

Telegraph Road
Right-of-way acquisition
Right-of-way acquisition
Santa Paula Branch Line (Railroad)
FUTURE COMMERCIAL DEVELOPMENT

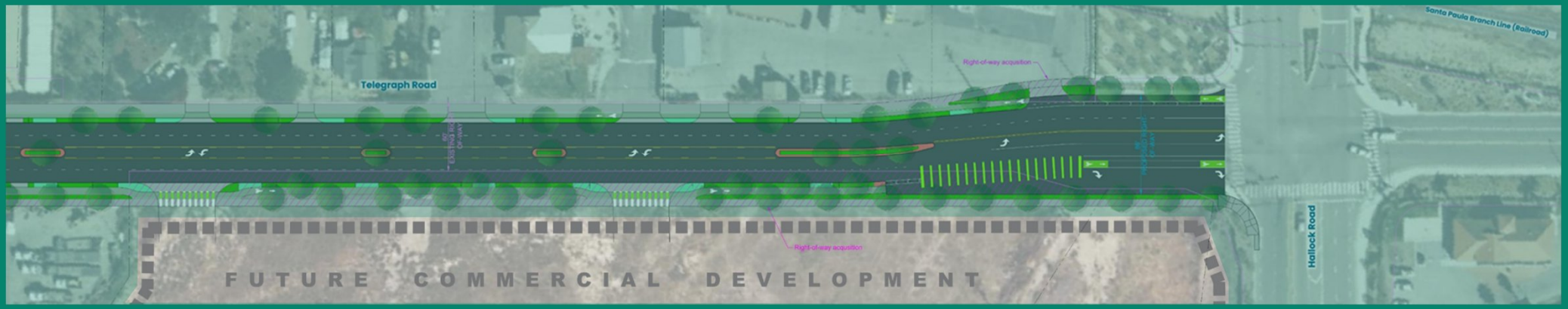
SANTA PAULA CREEK
Ferris Drive
Whipple Road
Mid-block crossing
Bus Turnout
FUTURE MULTI-FAMILY

Telegraph Road
Right-of-way acquisition
Santa Paula Branch Line (Railroad)
Hallock Road
FUTURE COMMERCIAL DEVELOPMENT


SANTA PAULA CREEK
Ferris Drive
Whipple Road
Mid-block crossing
Bus Turnout
FUTURE MULTI-FAMILY

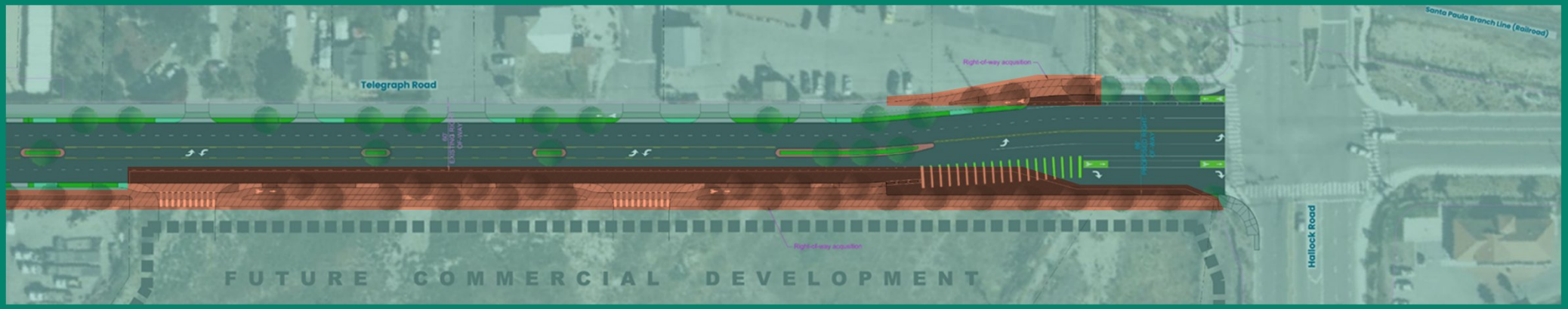
Telegraph Road
Right-of-way acquisition
Santa Paula Branch Line (Railroad)
Hallock Road
FUTURE COMMERCIAL DEVELOPMENT

"Red-Tail" – currently under construction



Currently under review

Right-of-Way Acquisition

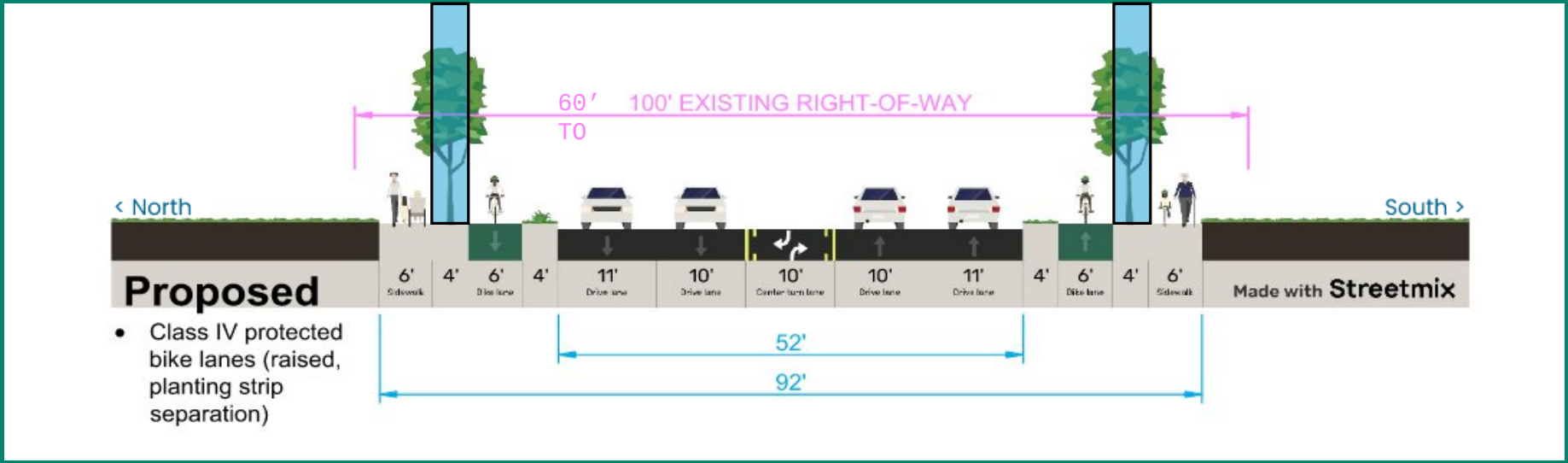


Utility Pole Relocations

Existing Pole Location

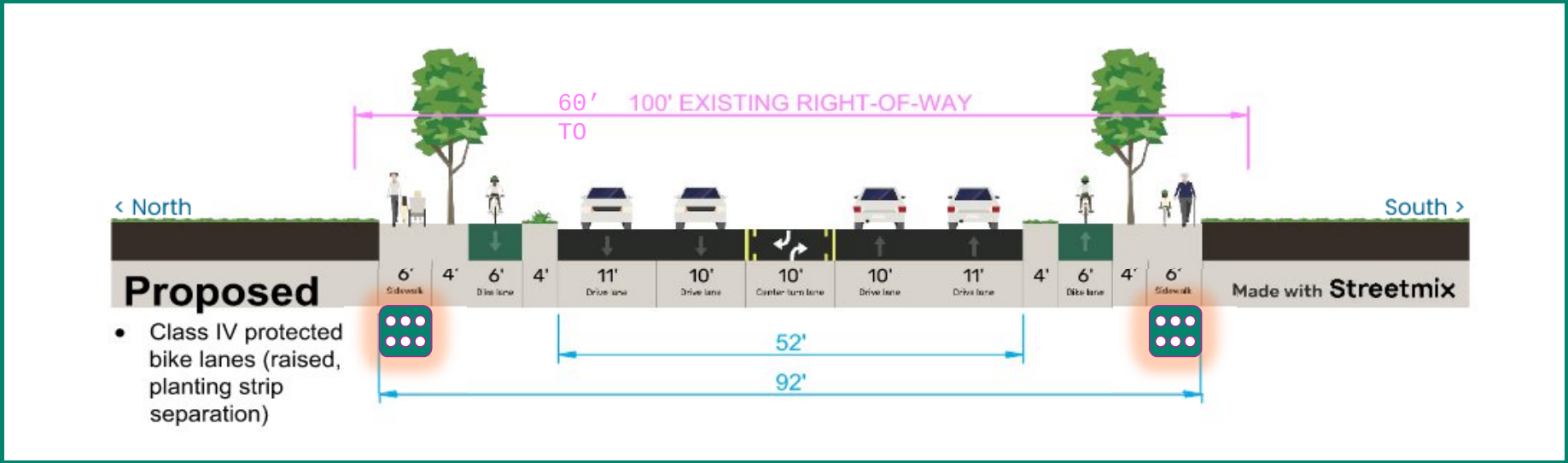
Relocated Pole Location (~20)

Utility Pole Relocations



- Class IV protected bike lanes (raised, planting strip separation)

Utility Pole Relocations



Alternative: Undergrounding

Landscape

SHRUBS

Aloe striata

Agave attenuata ‘ray of light’

Arctostaphylos ‘pacific mist’

Baccharis pilularis ‘pigeon point’

Bulbine frutescens ‘hallmark’

Callistemon ‘little john’

Helictotrichon sempervirens

Leymus condensatus ‘canyon prince’

Lomandra longifolia

Muhlengergia dubia

Muhlenbergia rigens

Olea eurpaea ‘montra’

Rhaphiolepis umbellata ‘minor’

Rosmarinus officinalis ‘Collingwood ingram’

Salvia gregii ‘Alba’

Senecio serpens

Teucrium fruticans ‘compacta’

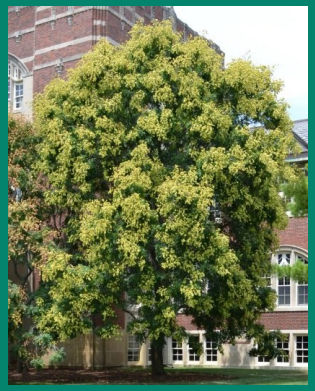
Landscape

TREES

Cercis occidentalis

Cassia leptophylla

Gleditsia triacanthos var.



Koelreuteria paniculata

Lagerstroemia indica ‘nachez’

Platanus racemosa

Quercus agrifolia

Landscape

STORMWATER

- Hydroseed biofiltration mix along with the following individual plants:

Carex praegracillis

Chondropetalum tectorum

Juncus patens

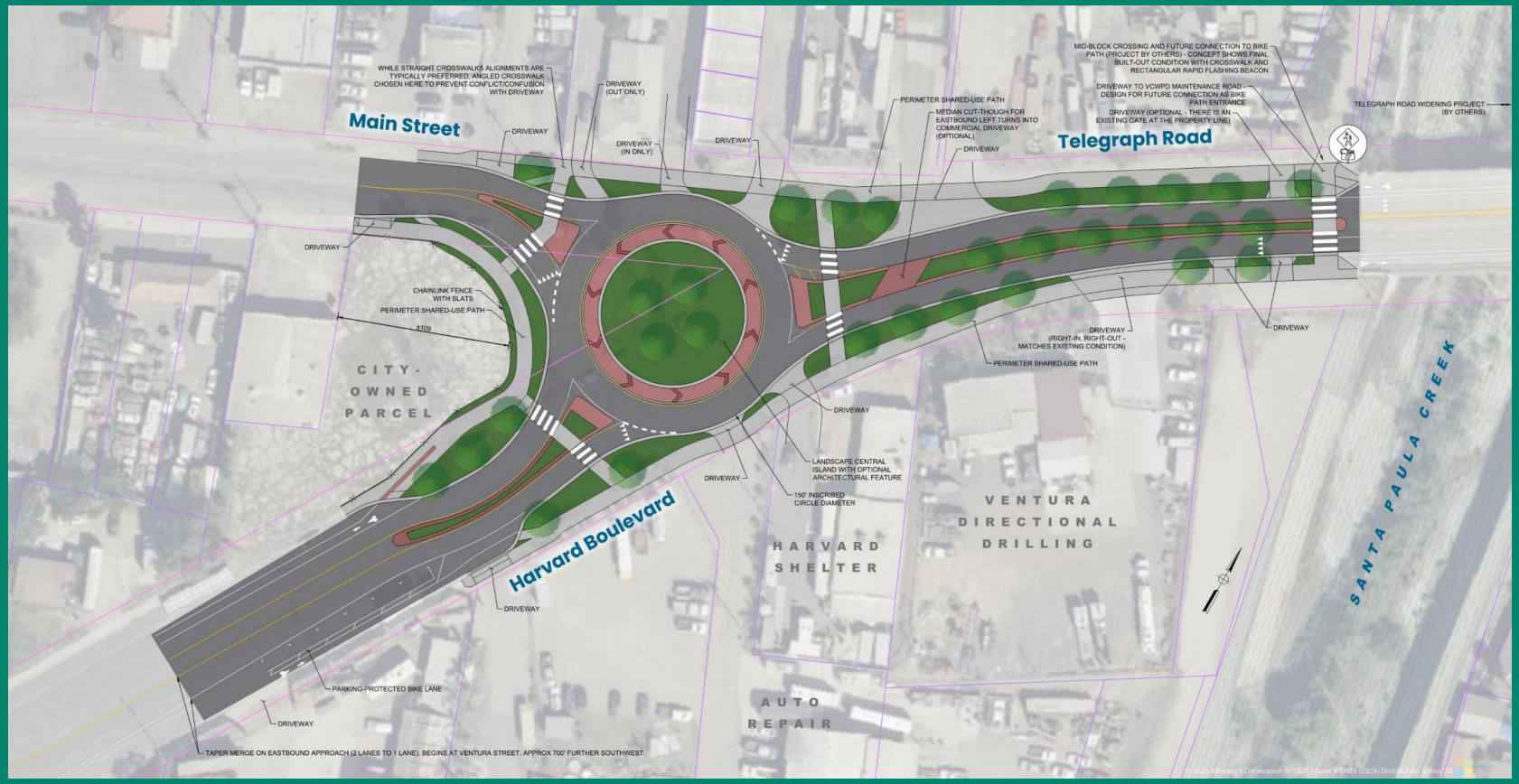
Main Street-Harvard Boulevard-Telegraph Road Roundabout Project

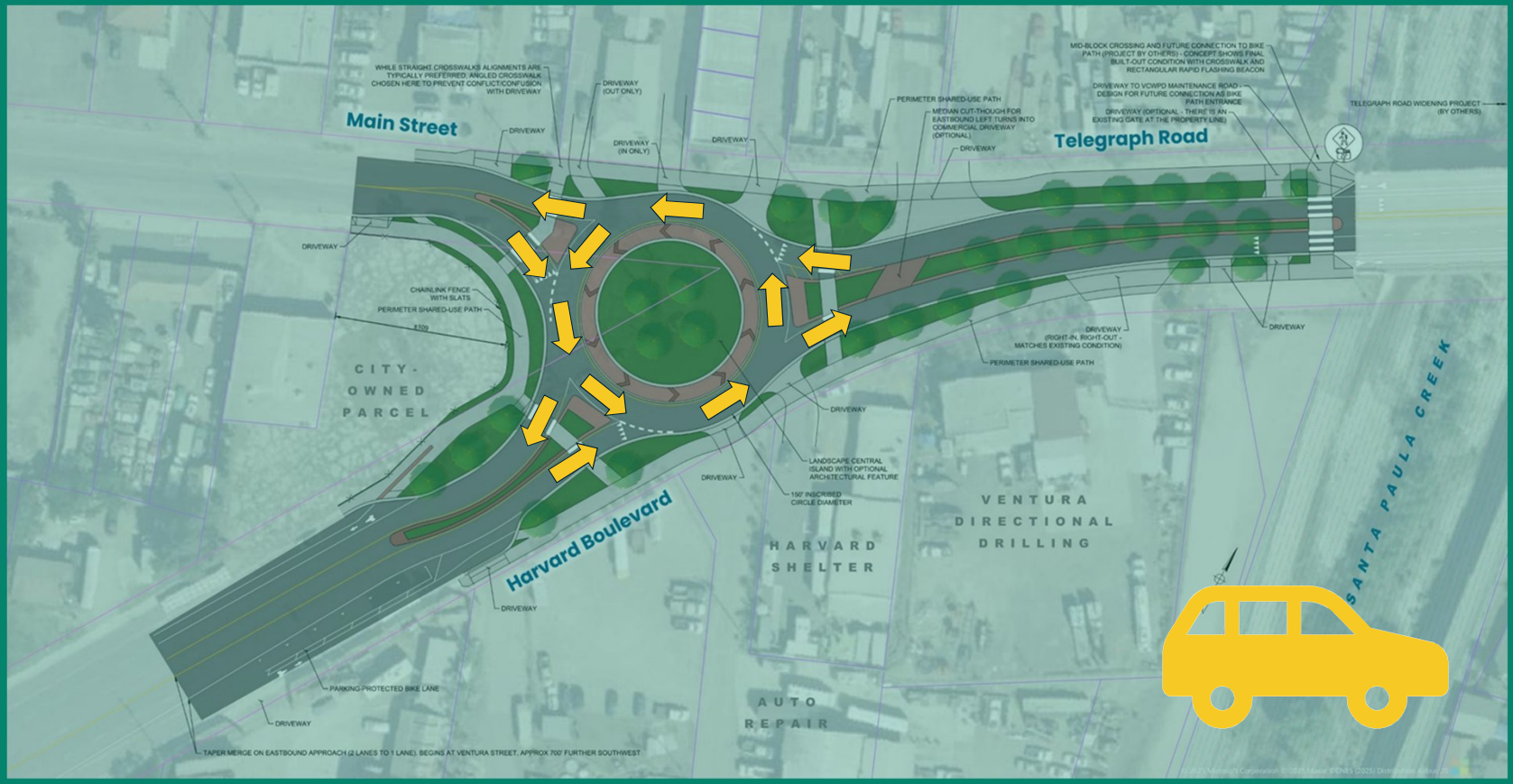
Project Goals – Roundabout

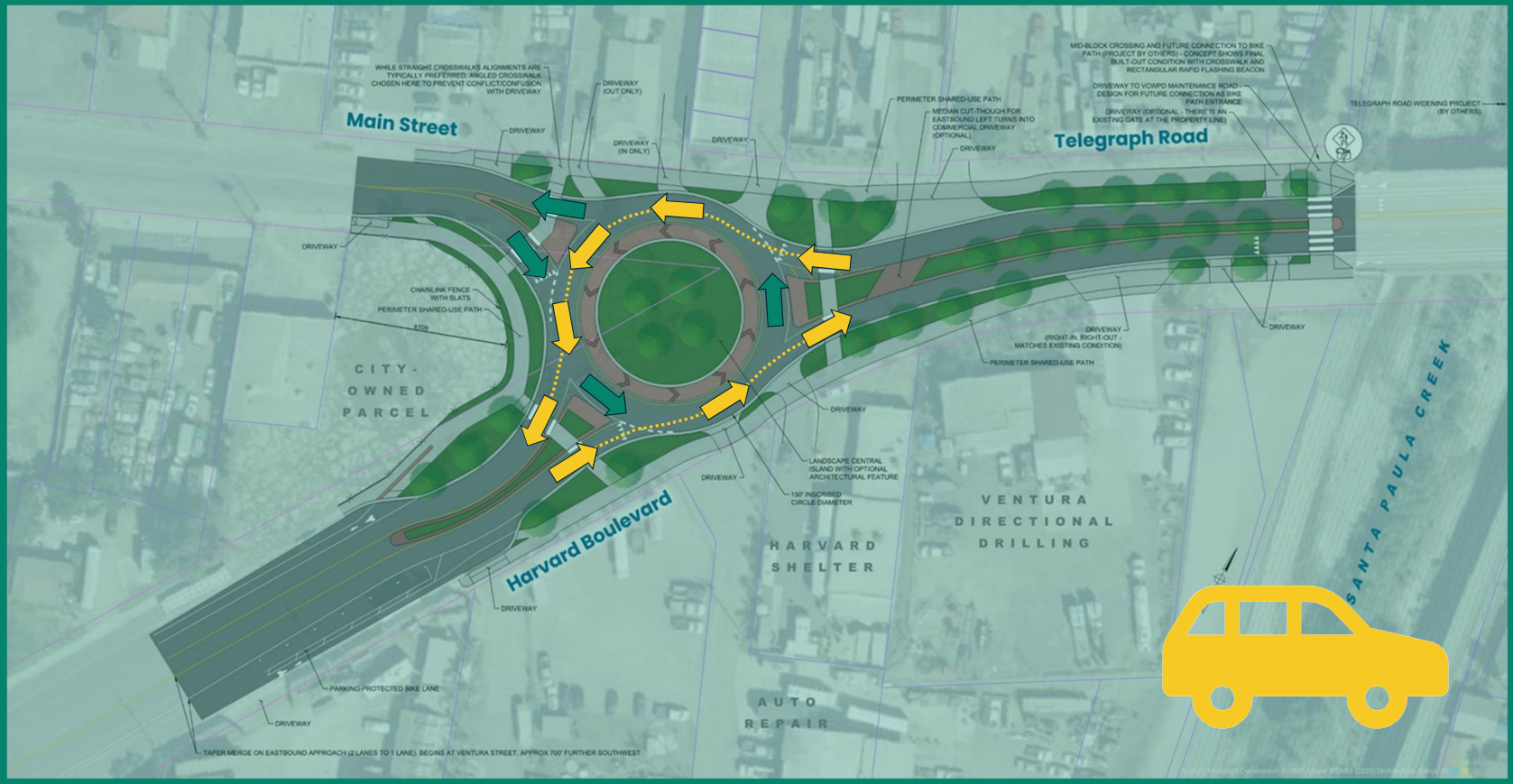
- Increase intersection operational safety
- Enhance pedestrian and bicycle connectivity
- Enhance local character

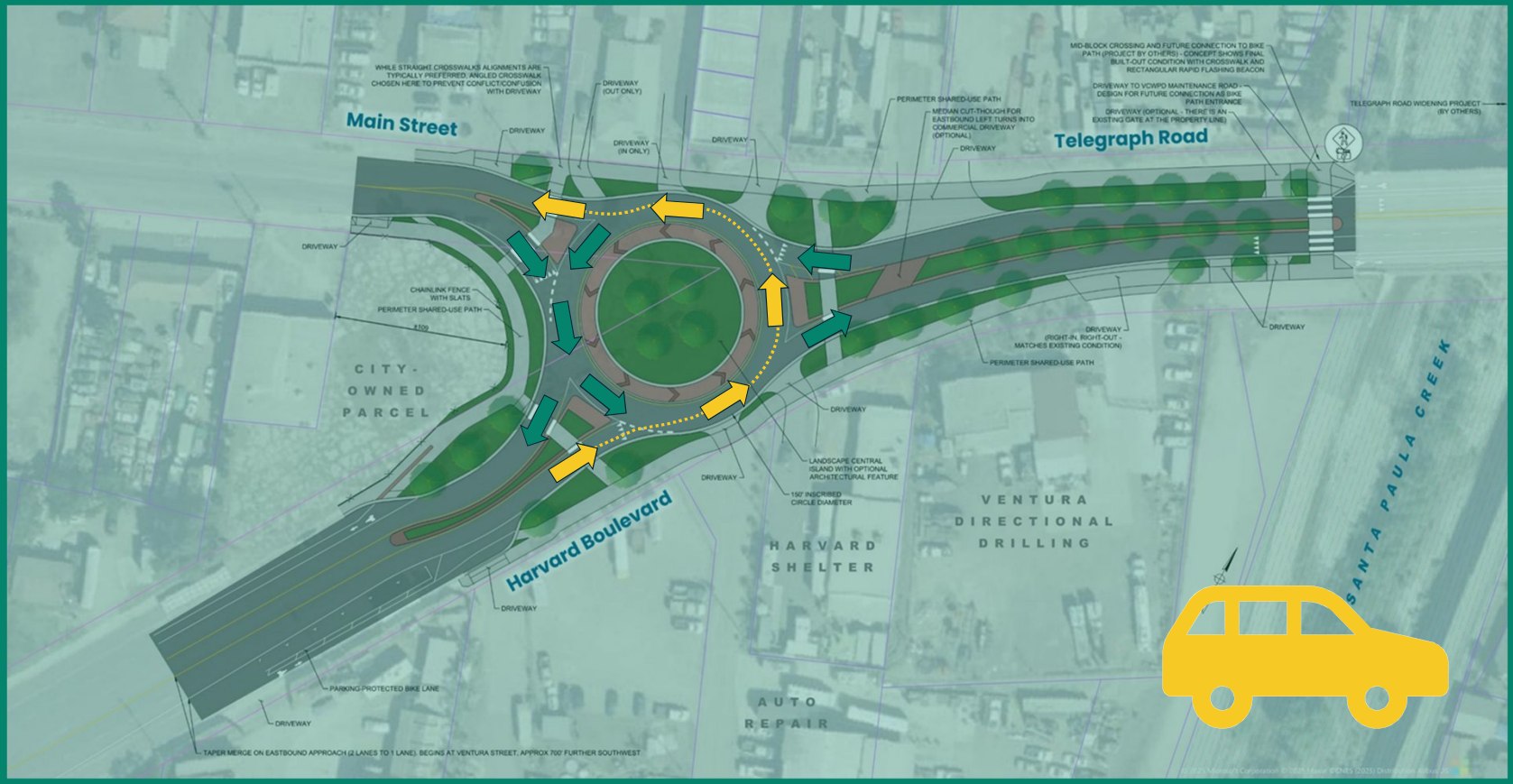
Why a Roundabout?

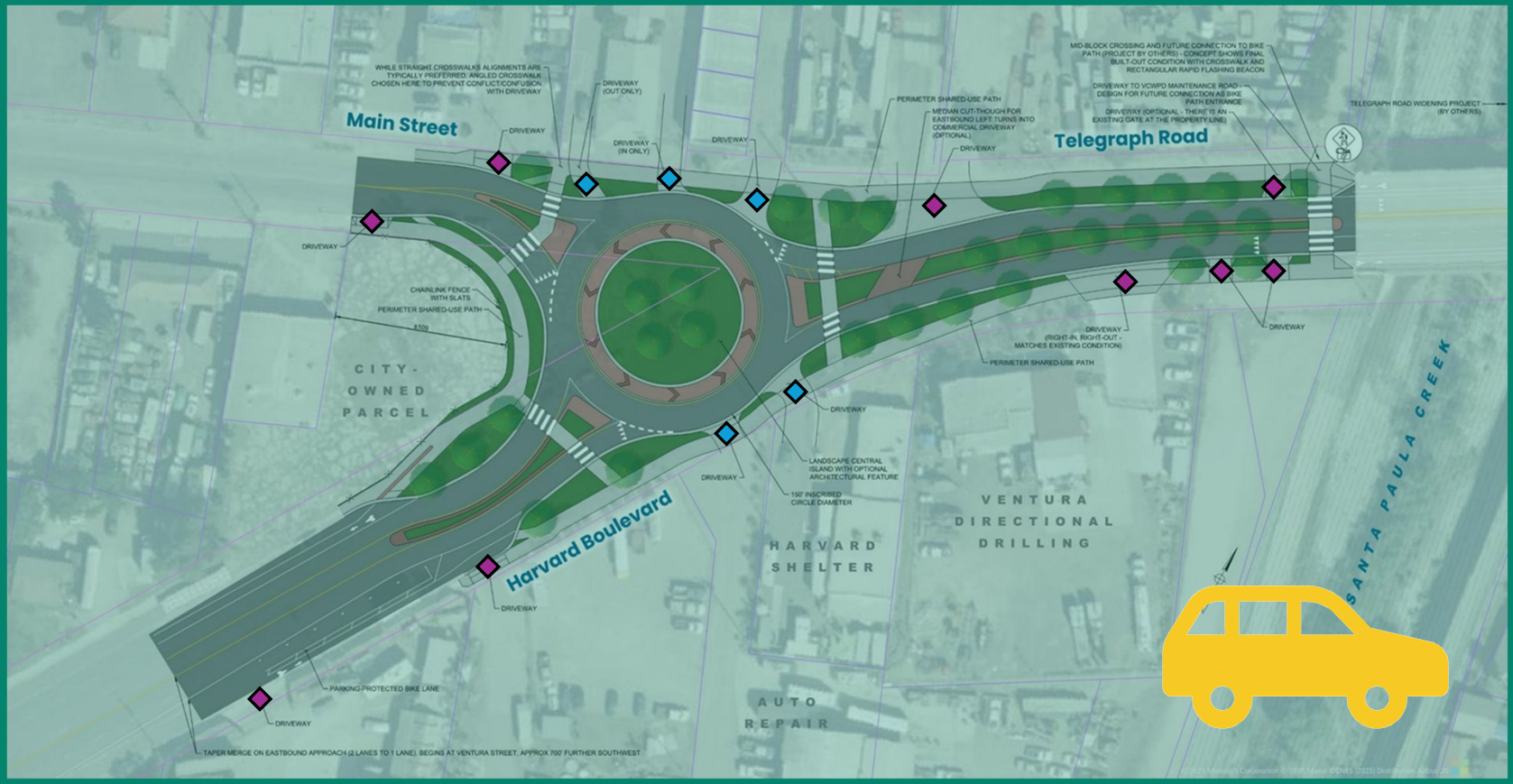
- Handles complex geometry of the intersection
- Minimized waiting = Maximized efficiency
  - *“Keep the flow going”*
- Lower speeds = Better safety
  - Current speeding problems through corridor
- Best enhances usability for pedestrians and bicyclists


Main Street
Telegraph Road
Harvard Boulevard
WHILE STRAIGHT CROSSWALKS ALIGNMENTS ARE TYPICALLY PREFERRED, ANGLED CROSSWALK CHOSEN HERE TO PREVENT CONFLICT/CONFUSION WITH DRIVEWAY
DRIVEWAY (OUT ONLY)
DRIVEWAY (IN ONLY)
DRIVEWAY
PERIMETER SHARED-USE PATH
MEDIAN CUT-THOUGH FOR EASTBOUND LEFT TURNS INTO COMMERCIAL DRIVEWAY (OPTIONAL)
MID-BLOCK CROSSING AND FUTURE CONNECTION TO BIKE PATH (PROJECT BY OTHERS) - CONCEPT SHOWS FINAL BUILT-OUT CONDITION WITH CROSSWALK AND RECTANGULAR RAPID FLASHING BEACON
DRIVEWAY TO VCWPD MAINTENANCE ROAD - DESIGN FOR FUTURE CONNECTION AS BIKE PATH ENTRANCE
DRIVEWAY (OPTIONAL - THERE IS AN EXISTING GATE AT THE PROPERTY LINE)
TELEGRAPH ROAD WIDENING PROJECT (BY OTHERS)
CHAINLINK FENCE WITH SLATS
PERIMETER SHARED-USE PATH
±109
CITY-OWNED PARCEL
DRIVEWAY (RIGHT-IN, RIGHT-OUT - MATCHES EXISTING CONDITION)
LANDSCAPE CENTRAL ISLAND WITH OPTIONAL ARCHITECTURAL FEATURE
150' INSCRIBED CIRCLE DIAMETER
HARVARD SHELTER
VENTURA DIRECTIONAL DRILLING
SANTA PAULA CREEK
PARKING-PROTECTED BIKE LANE
AUTO REPAIR
TAPER MERGE ON EASTBOUND APPROACH (2 LANES TO 1 LANE), BEGINS AT VENTURA STREET, APPROX 700' FURTHER SOUTHWEST

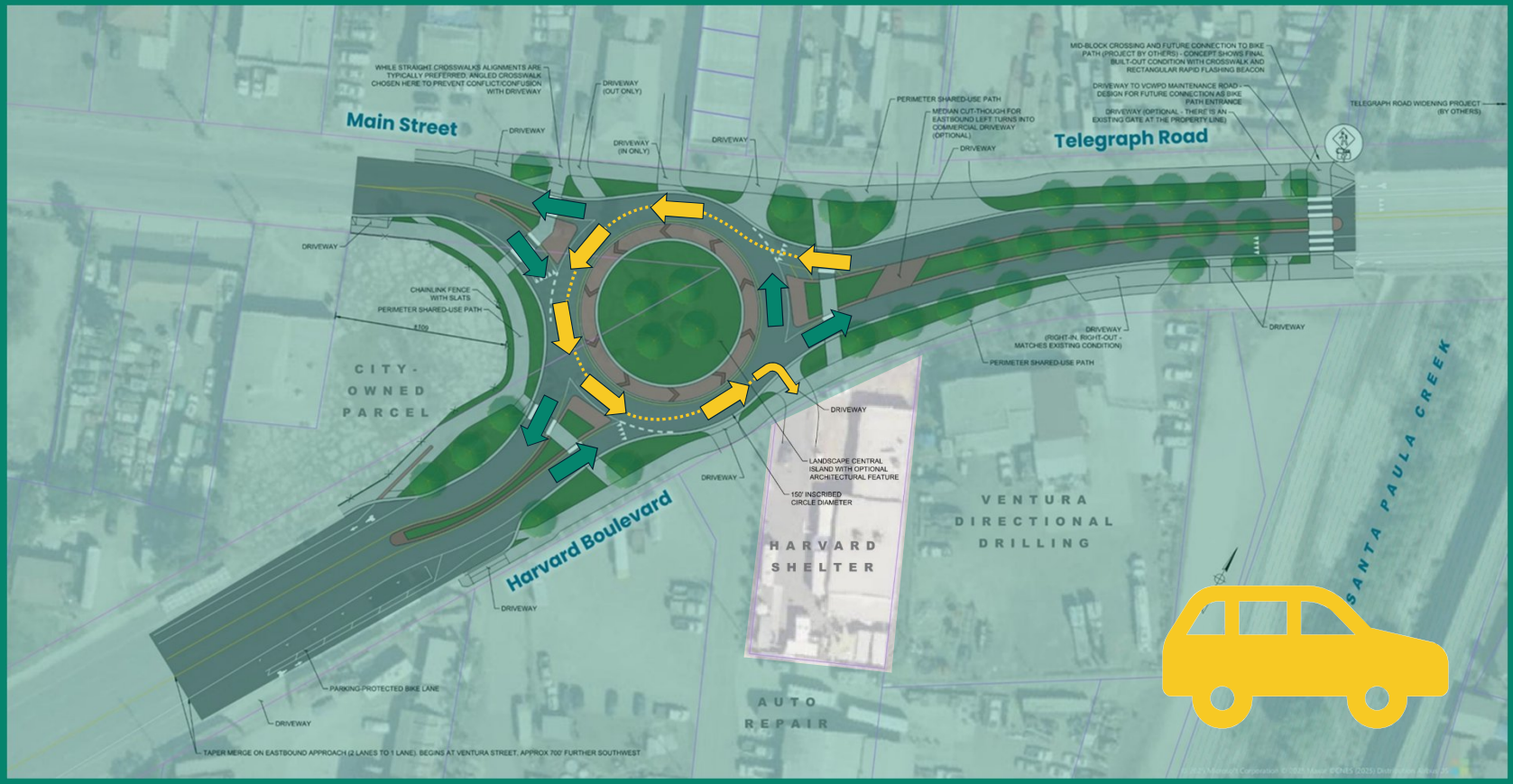

Main Street
Telegraph Road
Harvard Boulevard
SANTA PAULA CREEK
CITY-OWNED PARCEL
HARVARD SHELTER
VENTURA DIRECTIONAL DRILLING
AUTO REPAIR
WHILE STRAIGHT CROSSWALKS ALIGNMENTS ARE TYPICALLY PREFERRED, ANGLED CROSSWALK CHOSEN HERE TO PREVENT CONFLICT/CONFUSION WITH DRIVEWAY
DRIVEWAY (OUT ONLY)
DRIVEWAY (IN ONLY)
DRIVEWAY
PERIMETER SHARED-USE PATH
MEDIAN CUT-THOUGH FOR EASTBOUND LEFT TURNS INTO COMMERCIAL DRIVEWAY (OPTIONAL)
MID-BLOCK CROSSING AND FUTURE CONNECTION TO BIKE PATH (PROJECT BY OTHERS) - CONCEPT SHOWS FINAL BUILT-OUT CONDITION WITH CROSSWALK AND RECTANGULAR RAPID FLASHING BEACON
DRIVEWAY TO VCWPD MAINTENANCE ROAD - DESIGN FOR FUTURE CONNECTION AS BIKE PATH ENTRANCE
DRIVEWAY (OPTIONAL - THERE IS AN EXISTING GATE AT THE PROPERTY LINE)
TELEGRAPH ROAD WIDENING PROJECT (BY OTHERS)
CHAINLINK FENCE WITH SLATS
PERIMETER SHARED-USE PATH
±10'
DRIVEWAY (RIGHT-IN, RIGHT-OUT - MATCHES EXISTING CONDITION)
LANDSCAPE CENTRAL ISLAND WITH OPTIONAL ARCHITECTURAL FEATURE
150' INSCRIBED CIRCLE DIAMETER
PARKING-PROTECTED BIKE LANE
TAPER MERGE ON EASTBOUND APPROACH (2 LANES TO 1 LANE), BEGINS AT VENTURA STREET, APPROX 700' FURTHER SOUTHWEST

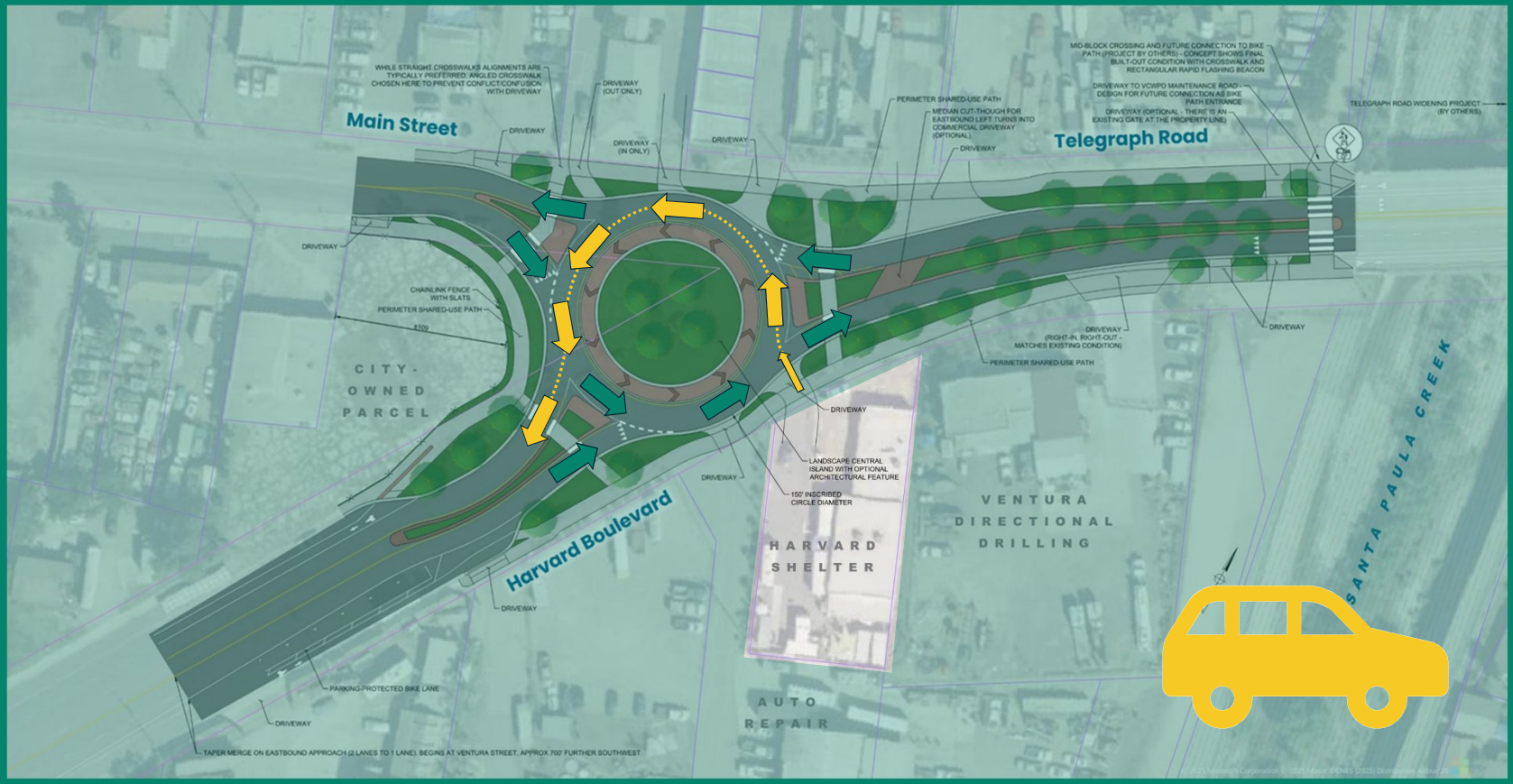

Main Street
Telegraph Road
Harvard Boulevard
SANTA PAULA CREEK
CITY-OWNED PARCEL
HARVARD SHELTER
VENTURA DIRECTIONAL DRILLING
AUTO REPAIR
WHILE STRAIGHT CROSSWALKS ALIGNMENTS ARE TYPICALLY PREFERRED, ANGLED CROSSWALK CHOSEN HERE TO PREVENT CONFLICT/CONFUSION WITH DRIVEWAY
DRIVEWAY (OUT ONLY)
DRIVEWAY (IN ONLY)
DRIVEWAY
PERIMETER SHARED-USE PATH
MEDIAN CUT-THOUGH FOR EASTBOUND LEFT TURNS INTO COMMERCIAL DRIVEWAY (OPTIONAL)
MID-BLOCK CROSSING AND FUTURE CONNECTION TO BIKE PATH (PROJECT BY OTHERS) - CONCEPT SHOWS FINAL BUILT-OUT CONDITION WITH CROSSWALK AND RECTANGULAR RAPID FLASHING BEACON
DRIVEWAY TO VCWPD MAINTENANCE ROAD - DESIGN FOR FUTURE CONNECTION AS BIKE PATH ENTRANCE
DRIVEWAY (OPTIONAL - THERE IS AN EXISTING GATE AT THE PROPERTY LINE)
TELEGRAPH ROAD WIDENING PROJECT (BY OTHERS)
CHAINLINK FENCE WITH SLATS
PERIMETER SHARED-USE PATH
8'/10'
DRIVEWAY (RIGHT-IN, RIGHT-OUT - MATCHES EXISTING CONDITION)
LANDSCAPE CENTRAL ISLAND WITH OPTIONAL ARCHITECTURAL FEATURE
150' INSCRIBED CIRCLE DIAMETER
PARKING-PROTECTED BIKE LANE
TAPER MERGE ON EASTBOUND APPROACH (2 LANES TO 1 LANE), BEGINS AT VENTURA STREET, APPROX 700' FURTHER SOUTHWEST

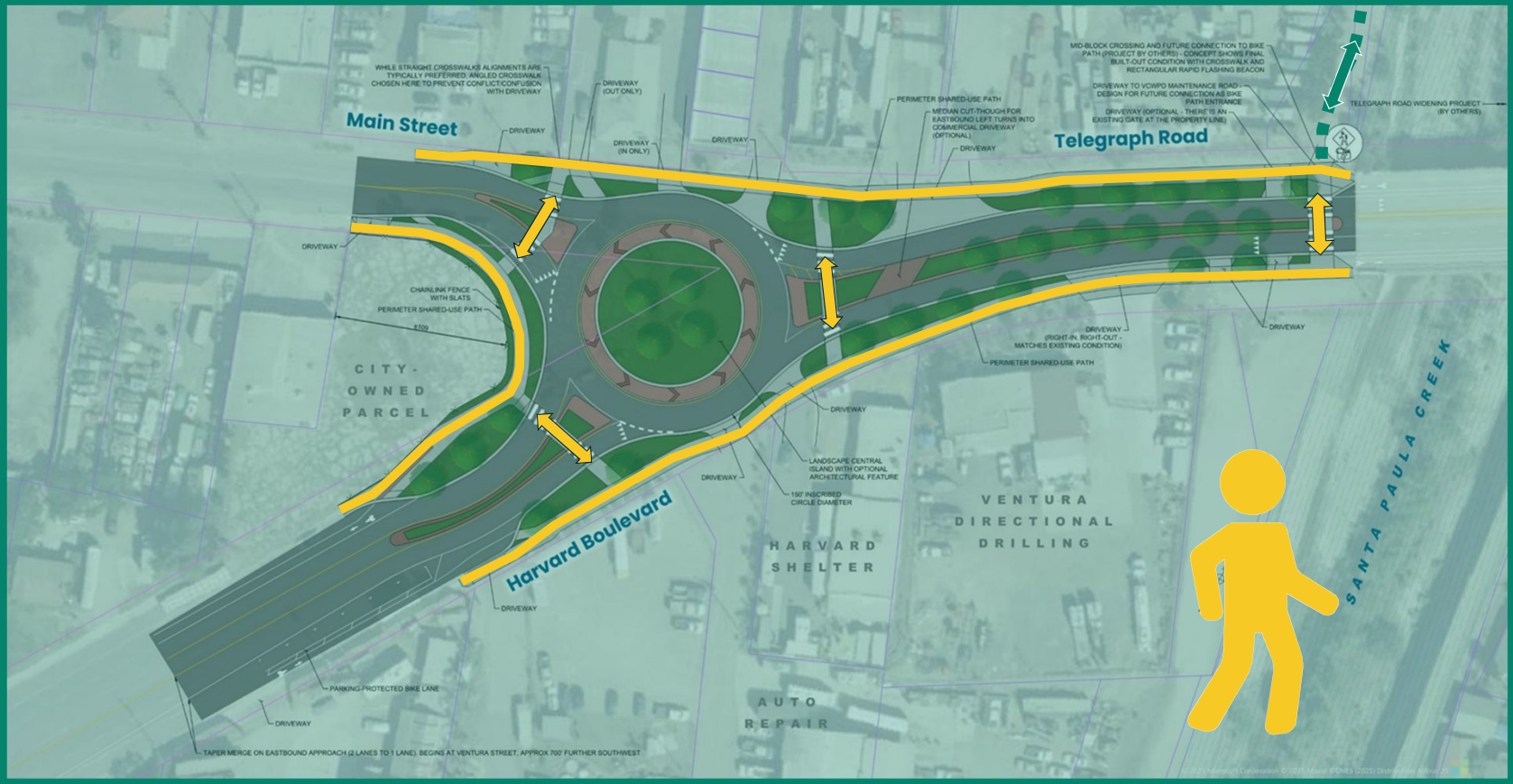

Main Street
Telegraph Road
Harvard Boulevard
SANTA PAULA CREEK
CITY-OWNED PARCEL
HARVARD SHELTER
VENTURA DIRECTIONAL DRILLING
AUTO REPAIR
WHILE STRAIGHT CROSSWALKS ALIGNMENTS ARE TYPICALLY PREFERRED, ANGLED CROSSWALK CHOSEN HERE TO PREVENT CONFLICT/CONFUSION WITH DRIVEWAY
DRIVEWAY (OUT ONLY)
DRIVEWAY (IN ONLY)
DRIVEWAY
PERIMETER SHARED-USE PATH
MEDIAN CUT-THOUGH FOR EASTBOUND LEFT TURNS INTO COMMERCIAL DRIVEWAY (OPTIONAL)
MID-BLOCK CROSSING AND FUTURE CONNECTION TO BIKE PATH (PROJECT BY OTHERS) - CONCEPT SHOWS FINAL BUILT-OUT CONDITION WITH CROSSWALK AND RECTANGULAR RAPID FLASHING BEACON
DRIVEWAY TO VCWPD MAINTENANCE ROAD - DESIGN FOR FUTURE CONNECTION AS BIKE PATH ENTRANCE
DRIVEWAY (OPTIONAL - THERE IS AN EXISTING GATE AT THE PROPERTY LINE)
TELEGRAPH ROAD WIDENING PROJECT (BY OTHERS)
CHAINLINK FENCE WITH SLATS
PERIMETER SHARED-USE PATH
8'/10'
DRIVEWAY (RIGHT-IN, RIGHT-OUT - MATCHES EXISTING CONDITION)
LANDSCAPE CENTRAL ISLAND WITH OPTIONAL ARCHITECTURAL FEATURE
150' INSCRIBED CIRCLE DIAMETER
PARKING-PROTECTED BIKE LANE
TAPER MERGE ON EASTBOUND APPROACH (2 LANES TO 1 LANE), BEGINS AT VENTURA STREET, APPROX 700' FURTHER SOUTHWEST



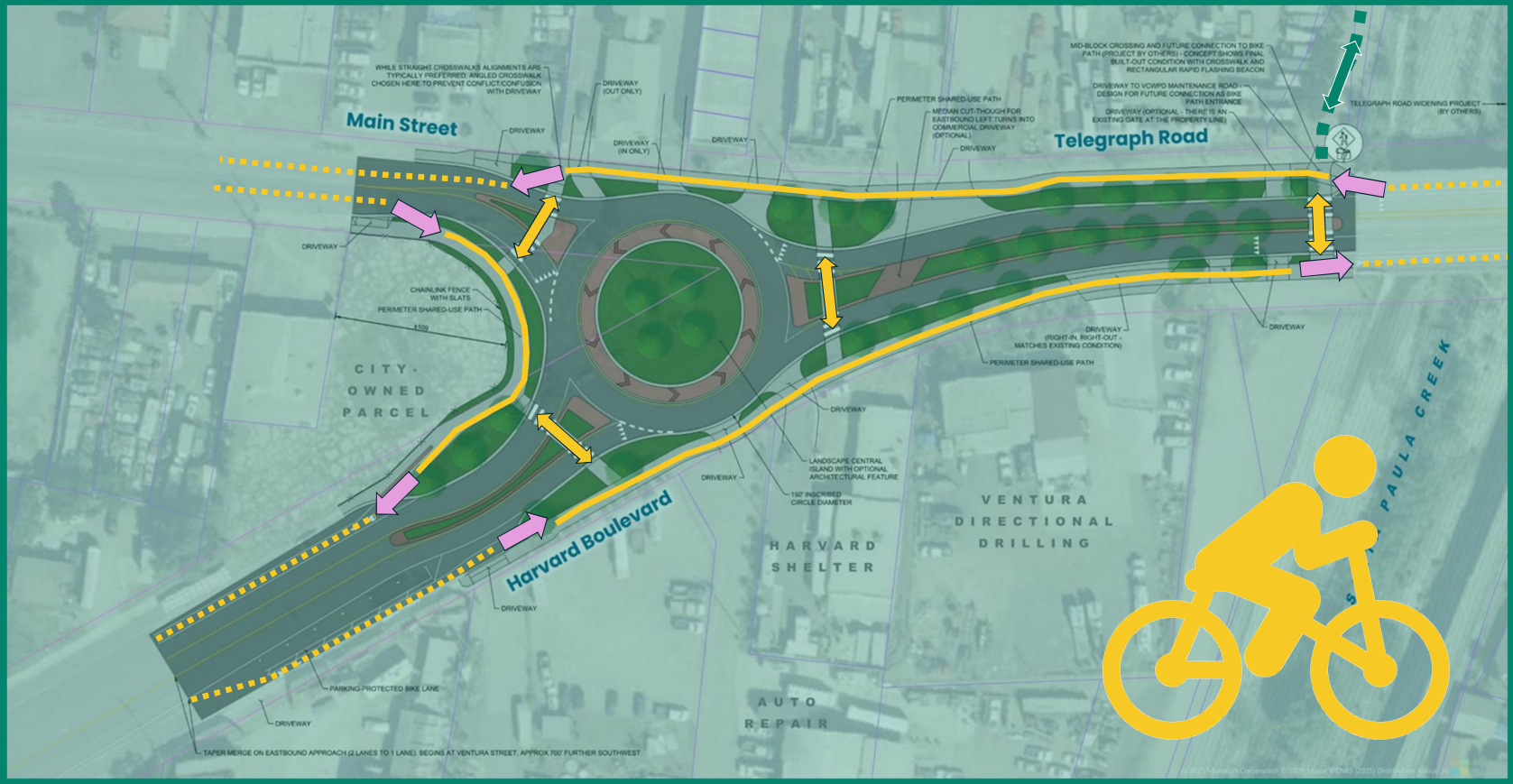
Access / Driveways


Main Street
Telegraph Road
Harvard Boulevard
SANTA PAULA CREEK
CITY-OWNED PARCEL
HARVARD SHELTER
VENTURA DIRECTIONAL DRILLING
AUTO REPAIR
WHILE STRAIGHT CROSSWALKS ALIGNMENTS ARE TYPICALLY PREFERRED, ANGLED CROSSWALK CHOSEN HERE TO PREVENT CONFLICT/CONFUSION WITH DRIVEWAY
DRIVEWAY (OUT ONLY)
DRIVEWAY (IN ONLY)
DRIVEWAY
PERIMETER SHARED-USE PATH
MEDIAN CUT-THOUGH FOR EASTBOUND LEFT TURNS INTO COMMERCIAL DRIVEWAY (OPTIONAL)
MID-BLOCK CROSSING AND FUTURE CONNECTION TO BIKE PATH (PROJECT BY OTHERS) - CONCEPT SHOWS FINAL BUILT-OUT CONDITION WITH CROSSWALK AND RECTANGULAR RAPID FLASHING BEACON
DRIVEWAY TO VCWPD MAINTENANCE ROAD - DESIGN FOR FUTURE CONNECTION AS BIKE PATH ENTRANCE
DRIVEWAY (OPTIONAL - THERE IS AN EXISTING GATE AT THE PROPERTY LINE)
TELEGRAPH ROAD WIDENING PROJECT (BY OTHERS)
CHAINLINK FENCE WITH SLATS
PERIMETER SHARED-USE PATH
8'/10'
DRIVEWAY (RIGHT-IN, RIGHT-OUT - MATCHES EXISTING CONDITION)
LANDSCAPE CENTRAL ISLAND WITH OPTIONAL ARCHITECTURAL FEATURE
150' INSCRIBED CIRCLE DIAMETER
PARKING-PROTECTED BIKE LANE
TAPER MERGE ON EASTBOUND APPROACH (2 LANES TO 1 LANE), BEGINS AT VENTURA STREET, APPROX 700' FURTHER SOUTHWEST


Main Street
Telegraph Road
Harvard Boulevard
SANTA PAULA CREEK
CITY-OWNED PARCEL
HARVARD SHELTER
VENTURA DIRECTIONAL DRILLING
AUTO REPAIR
WHILE STRAIGHT CROSSWALKS ALIGNMENTS ARE TYPICALLY PREFERRED, ANGLED CROSSWALK CHOSEN HERE TO PREVENT CONFLICT/CONFUSION WITH DRIVEWAY
DRIVEWAY (OUT ONLY)
DRIVEWAY (IN ONLY)
DRIVEWAY
PERIMETER SHARED-USE PATH
MEDIAN CUT-THOUGH FOR EASTBOUND LEFT TURNS INTO COMMERCIAL DRIVEWAY (OPTIONAL)
MID-BLOCK CROSSING AND FUTURE CONNECTION TO BIKE PATH (PROJECT BY OTHERS) - CONCEPT SHOWS FINAL BUILT-OUT CONDITION WITH CROSSWALK AND RECTANGULAR RAPID FLASHING BEACON
DRIVEWAY TO VCWPD MAINTENANCE ROAD - DESIGN FOR FUTURE CONNECTION AS BIKE PATH ENTRANCE
DRIVEWAY (OPTIONAL - THERE IS AN EXISTING GATE AT THE PROPERTY LINE)
TELEGRAPH ROAD WIDENING PROJECT (BY OTHERS)
CHAINLINK FENCE WITH SLATS
PERIMETER SHARED-USE PATH
±109'
DRIVEWAY (RIGHT-IN, RIGHT-OUT - MATCHES EXISTING CONDITION)
LANDSCAPE CENTRAL ISLAND WITH OPTIONAL ARCHITECTURAL FEATURE
150' INSCRIBED CIRCLE DIAMETER
PARKING-PROTECTED BIKE LANE
TAPER MERGE ON EASTBOUND APPROACH (2 LANES TO 1 LANE), BEGINS AT VENTURA STREET, APPROX 700' FURTHER SOUTHWEST


Main Street
Telegraph Road
Harvard Boulevard
SANTA PAULA CREEK
CITY-OWNED PARCEL
HARVARD SHELTER
VENTURA DIRECTIONAL DRILLING
AUTO REPAIR
WHILE STRAIGHT CROSSWALKS ALIGNMENTS ARE TYPICALLY PREFERRED, ANGLED CROSSWALK CHOSEN HERE TO PREVENT CONFLICT/CONFUSION WITH DRIVEWAY
DRIVEWAY (OUT ONLY)
DRIVEWAY (IN ONLY)
DRIVEWAY
PERIMETER SHARED-USE PATH
MEDIAN CUT-THOUGH FOR EASTBOUND LEFT TURNS INTO COMMERCIAL DRIVEWAY (OPTIONAL)
MID-BLOCK CROSSING AND FUTURE CONNECTION TO BIKE PATH (PROJECT BY OTHERS) - CONCEPT SHOWS FINAL BUILT-OUT CONDITION WITH CROSSWALK AND RECTANGULAR RAPID FLASHING BEACON
DRIVEWAY TO VCWPD MAINTENANCE ROAD - DESIGN FOR FUTURE CONNECTION AS BIKE PATH ENTRANCE
DRIVEWAY (OPTIONAL - THERE IS AN EXISTING GATE AT THE PROPERTY LINE)
TELEGRAPH ROAD WIDENING PROJECT (BY OTHERS)
CHAINLINK FENCE WITH SLATS
PERIMETER SHARED-USE PATH
±109'
DRIVEWAY (RIGHT-IN, RIGHT-OUT - MATCHES EXISTING CONDITION)
LANDSCAPE CENTRAL ISLAND WITH OPTIONAL ARCHITECTURAL FEATURE
150' INSCRIBED CIRCLE DIAMETER
PARKING-PROTECTED BIKE LANE
TAPER MERGE ON EASTBOUND APPROACH (2 LANES TO 1 LANE), BEGINS AT VENTURA STREET, APPROX 700' FURTHER SOUTHWEST

Community Bike Trail project



Intersection Operational Capacity

- Single-lane Legs can typically handle 800+ vehicles per leg per hour
- Current traffic volumes <300 vehicles per leg per hour

>>> Level of Service “A”

Community Engagement

- Public Outreach Meeting – Late 2025 or Early 2026

Next Milestones (Both Projects)

October 2024	Engineering Consultant Contract Awarded
July 2025	Preliminary Design Completion
September 2025	City Council Presentation
Late 2025 or Early 2026	Public Outreach Meeting
Mid 2026	Final Design Completion
Late 2026	Award Construction Contract

Question & Answer

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: MOBILE HOME RENT REVIEW COMMISSION COMPENSATION

Date: September 17, 2025

Agenda Item: 12.B

RECOMMENDATION:

It is recommended that the City Council:

1. Discuss and provide direction to staff regarding the amount and structure of compensation for the Mobile Home Rent Review Commission.

Presented by: James Mason, Community & Economic Development Director

---

BACKGROUND:

The City of Santa Paula established the Mobile Home Rent Review Commission (MHRRC) to implement and oversee the City's Mobile Home Rent Stabilization Ordinance. The Commission is charged with conducting hearings, reviewing applications for rent adjustments, and making determinations to ensure a fair balance between park owners and residents.

Currently, members of the MHRRC contribute specialized backgrounds and expertise valuable to the complexities of their role on the committee. Their role often requires several hours preparing for and participating in hearings, which can be complex and require careful consideration of legal, financial, and housing issues.

Santa Paula Municipal Code section 152.06(A) states: "Commission members and their alternates shall be compensated for their services in an amount established by resolution of the City Council and may receive reimbursement as provided by the City Council for traveling and other expenses incurred while on official duty."

The City currently provides a $50 stipend to the Planning Commissioners for each meeting, however staff was unable to locate any Resolution establishing a stipend for MHRRC members. It is possible a Resolution was not adopted by the City Council and as such, compensation amount and structure has not been defined for the Mobile Home Rent Review Commission.

ANALYSIS:

If Council wishes to establish compensation, the following options are available:

- Per Meeting Stipend: A flat amount (e.g., $50–$100) per meeting attended.
- Monthly Stipend: A fixed monthly amount, regardless of meeting frequency.
- Reimbursement for Expenses Only: Allow reimbursement for mileage or meeting-related expenses without a stipend.
- No Compensation: Continue the current practice of voluntary service.

The fiscal impact of compensation would depend on the chosen structure and the number of meetings held annually. The frequency of meetings for the Commission over the last ten years has been sporadic. Annual costs will be dependent on the number of applications submitted, community demands related to mobile home rent stabilization and changes to state legislation. The Commission has met approximately 8 times since 2015. Given the infrequency of meetings, if approved by City Council, a compensation would be most efficient if provided on a per-meeting basis as already provided for Planning Commissioners. As an example, a stipend of $50 per meeting, with three members attending four meetings per year, would have an annual cost of approximately $600.

Following Council input and direction, staff will return at the next Council meeting with an adopting resolution setting any stipend or other reimbursements desired by Council.

STRATEGIC PLAN:

None

FISCAL IMPACTS:

The fiscal impact would vary based on the compensation structure adopted by the Council. Should the Council establish a stipend, costs would be incorporated into the Community Development Department's budget.

OPTIONS:

Discuss and provide direction to staff regarding the amount and structure of compensation for the Mobile Home Rent Review Committee.

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: September 17, 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:

09.17.2025 Future Agenda Items.docx

Santa Paula City Council Tentative Agenda Schedule

	Regular Meeting October 1 - 6:30pm	
PW	Public Works Department Report	
P&R	Parks & Recreation Department Report	
Admin	SPUSD Crossing Guard Agreement	
PW	EV Fast Charger Installation & Maintenance Agreement	
PD	Animal Services Agreement	
P&R	Teague Park Restroom Purchase	
PW	Santa Maria Industrial Park Reimbursement of Fees Request	
Finance	Master Fee Schedule	
PW	Mill Street Sewer Main Repair	
Admin	Chamber of Commerce Engagement Agreement	
HR	Labor Agreements (CSO)	
CDD	Athen's Rate Increase Request	
CDD	People's Self Help Loan	
PW	EV Fast Charger Installation & Maintenance Agreement	
	Regular Meeting October 15 - 6:30pm	
Admin	City Managers Department Report	
CDD	Community Development Department Report	
P&R	Holiday Parade Request	
PW	Plans & Specifications for 8th Street Streetlight Repair Project	
PW	TDA Funding Allocation	
Finance	Year End & First Qtr. Financial Report	
Finance	Measure T Audit	
	STUDY SESSION TOPICS	
P&R	Oil Museum Concept Discussion	Oct 1
Admin	No Smoking Ordinance	3rd Qtr.
Finance	Development Impact Fees (DIF)*	3rd Qtr.
Admin	Municipal Code Update – Joint with Planning Commission*	Ongoing
CDD	Use of Triangle Property on Housing	TBD

Updated 8/28/25

Santa Paula City Council Tentative Agenda Schedule

	FUTURE AGENDA ITEMS	
P&R	Fireworks Funding	Oct/Nov
PW	5-Year Pavement Management Plan – Cycle 2	Nov
PD	COPS Law Enforcement Funds	Oct
CDD	Central Business District Live Entertainment Ord 1339	TBD
Legal	Fire MOU Amendment for Station 26	TBD
CDD	Downtown Vacancies Options*	TBD
CDD	Downtown Parking Inventory and Options*	TBD
PW	Water & Sewer Rate Study	TBD
CDD	SPIRIT of Santa Paula Funding MOU	TBD
PW	Hwy 150 Lighted Crosswalks Award of Contract	TBD

Activities associated with the Council's Strategic Plan*

Updated 8/28/25