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, OCTOBER 1, 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 MAYOR'S RECOGNITION AWARDS - FUTURE FARMERS OF AMERICA FAIR WINNERS

   7.B **PARKS & RECREATION DEPARTMENT ACTIVITY REPORT**

RECOMMENDATION:

Staff recommends that the City Council:

1. Receive and file the Parks & Recreation Department's Activity Report for the period of May1st through August 31st, 2025.

Presented by: Gregory Barnes, Parks & Recreation Director

7.C PUBLIC WORKS - APRIL THROUGH JULY ACTIVITY 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 PURCHASE OF PRE-FABRICATED RESTROOM FOR TEAGUE PARK

RECOMMENDATION:

Staff recommends that the City Council:

Authorize the City Manager to purchase (1) New Santiago model restroom for Teague Park in an amount not to exceed $282,121.40 from CXT Precast Concrete Products.

10.B APPROVE A THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING (MOU) WITH SPUSD & A CONTRACT WITH ALL CITY MANAGEMENT SERVICES (ACMS) FOR CROSSING GUARD SERVICES

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a third amendment to a Memorandum of Understanding (MOU) with the Santa Paula Unified School District (SPUSD) to pay for school crossing guard services; and

2. Authorize the City Manager to enter into a contract with All City Management Services, Inc. (ACMS) for crossing guard services in an amount not to exceed $219,809.04.

Prepared by: Jonathan Royas, Deputy City Manager

10.C AGREEMENT WITH OAKRIDGE LANDSCAPE, INC. FOR CITYWIDE LANDSCAPE AND RESTROOM MAINTENANCE SERVICES

RECOMMENDATION:

Staff Recommends City Council:

1. Authorize the City Manager to execute an agreement with Oakridge Landscape, Inc. for citywide landscape services and restroom maintenance.

10.D **2025-2027 MEMORANDUM OF UNDERSTANDING WITH THE COMMUNITY SERVICES OFFICERS ASSOCIATION**

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt Resolution No. 7587, approving the Memorandum of Understanding between the City of Santa Paula and the Community Services Officer Association (CSO) for the period of July 1, 2025 through June 30, 2027.

10.E **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. Conduct second reading and adopt Ordinance No. 1348.

10.F **SANTA MARIA INDUSTRIAL PARK TRACT 5428 DEVELOPER REIMBURSEMENT**

RECOMMENDATION:

Authorize the City Manager or designee to reimburse Santa Maria Industrial

Park, LLC $27,627.37 in costs for County of Ventura permitting for Tract 5428 public storm drain improvements.

10.G **SR 150 CROSSWALK IMPROVMENTS PROJECT BID RESULTS**
RECOMMENDATION:

Staff recommends that the City Council:

Reject all bids submitted for construction of the SR 150 Crosswalk Improvements Project.

10.H **AMENDMENT NO. 5 TO VRSD CONTRACT NO. 19-005 REGARDING EMERGENCY MILL ST. SEWER MAIN REPLACEMENT**
RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute Amendment No. 5 to VRSD Contract No. 19-005, Wastewater Collection System and Stormwater Sewer System Maintenance Agreement By and Between the City of Santa Paula and Ventura Regional Sanitation District (VRSD).
2. Approve a budget allocation request in the amount of $131,792 to Account No. 610-5-5063-209 from the Wastewater Enterprise Fund balance to fully fund the emergency sewer main replacement and associated road repairs.

10.I **TRANSPORTATION DEVELOPMENT ACT, LOCAL TRANSPORTATION FUND, APPORTIONMENT FOR FISCAL YEAR 2025/2026**
RECOMMENDATION:
Staff recommends that the City Council:

Adopt Resolution No. 7592 authorizing the submittal of claims for allocation of FY 25/26 Transportation Development Act (TDA) funds.

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 **APPROVAL OF RESOLUTION NO. 7589 FORMALLY ADOPTING THE CITY'S FEMA-APPROVED LOCAL HAZARD MITIGATION PLAN, AS PART OF THE VENTURA COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN, AND AMENDING THE HAZARD AND PUBLIC SAFETY ELEMENT OF THE 2040 GENERAL PLAN TO REFLECT THIS ADOPTION AND REQUIRED LANGUAGE, AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA**

RECOMMENDATION:
Staff recommends the City Council open the public hearing, receive public testimony, close the public hearing, and by motion:

1. Find that the adoption of the proposed Resolution is statutorily exempt from review under the California Environmental Quality Act ("CEQA") under Public Resources Code Section 15183.
2. Adopt Resolution No. 7589 formally adopting the City's Federal Emergency Management Agency-approved Local Hazard Mitigation Plan, as part of the Ventura County Multi-Jurisdictional Hazard Mitigation Plan, and amending the Hazard and Public Safety Element ('Safety Element') of the City of Santa Paula 2040 General Plan to reflect this adoption and required language.

12. ACTION ITEMS

12.A JOINT SANTA PAULA, FILLMORE, VENTURA COUNTY ONE-YEAR AGREEMENT FOR OPERATIONAL FUNDING OF THE SPIRIT OF SANTA PAULA HARVARD NAVIGATION CENTER FOR FISCAL YEAR 2025/2026

RECOMMENDATION:

That the City Council:

1. Authorize the City Manager to execute an agreement, substantially in the form attached, with the County of Ventura and the City of Fillmore to share operational costs for the Spirit of Santa Paula Harvard Shelter, located at 1498 East Harvard Boulevard.

2. Authorize the City Manager to make non-monetary edits to the agreement as necessary to conform with the version approved by the City of Fillmore City Council and County Board of Supervisors, provided such changes do not create undue hardship for the City.

Presented by: James Mason

12.B DESIGNATION OF VOTING DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE & EXPO - OCTOBER 8-10, 2025

RECOMMENDATION:
Staff recommends that the City Council:

Nominate a voting delegate and alternate delegate to participate in the 2025 League of California Cities Annual Conference.

Presented by: Julie Latshaw, City Clerk

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: Greg Barnes, Parks and Recreation Director

Subject: PARKS & RECREATION DEPARTMENT ACTIVITY REPORT

Date: October 1, 2025

Agenda Item: 7.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Receive and file the Parks & Recreation Department's Activity Report for the period of May1st through August 31st, 2025.

Presented by: Gregory Barnes, Parks & Recreation Director

BACKGROUND:

From May 1st-August 31st, 2025, the Parks & Recreation Department worked on and executed the following:

RECREATION & COMMUNITY SERVICES

Youth Classes	Number of Participants
Archery Beginners	30
Archery Intermediate	20
Taekwondo	92
Gymnastics	378

Youth Sports	Number of Participants
Blacktop Basketball	65
T-Ball	131
Drop-In Volleyball	238
Track and Field	260
5 v 5 Micro Soccer	350

YOUTH SERVICES

The Santa Paula Youth Center continues to grow as a welcoming space for local teens, offering a variety of activities including game nights, arts and crafts, and wellness programming. A highlight this period has been the successful collaboration with the SPUSD

ASPIRE program, which has helped increase youth participation and provide valuable academic and enrichment support. This partnership has strengthened connections with local schools and enhanced the center's ability to serve youth in a supportive, engaging environment.

The Youth Center has also partnered with De Colores Multicultural Folk Arts to provide art lessons / workshops on a monthly basis. The youth will also begin working on a mural that will be installed on the front of the center.

Month	Youth Check-Ins
May	153
June	106
July	110
August	247
TOTAL	**616* Youth Check-Ins** **86 individual youth participants*

Mobile Activity Center MAC
During summer break, the Parks and Recreation Department's Mobile Activity Center (MAC) brought free, fun-filled programming to local youth—spending eight weeks throughout the various parks within the city. Each day, over 15 kids enjoyed sports equipment, arts and crafts, and outdoor games, with special Friday features like wagon train rides and jolly jumpers. The MAC program continues to create safe, engaging spaces for kids to stay active and connected during school breaks in their local neighborhoods.

Youth Apprenticeship Readiness Accelerator (YARA)
The Parks and Recreation Department proudly supports youth development through the California PAL Youth Apprenticeship Readiness Accelerator (YARA), a pre-apprenticeship program in partnership with LiUNA. Designed for Santa Paula youth ages 16–24, YARA provides hands-on training in the construction trades, covering topics such as health and safety, blueprint reading, green construction, and financial literacy. Cohort III comprised of 13 participants achieved a 100% completion rate. Through the program participants earned five industry-recognized certifications:

- OSHA 10
- Confined Space
- Traffic Control
- Hazardous Waste
- CPR, First Aid

Ventura County Youth Careers Program
The City of Santa Paula's Parks and Recreation Department is proud to collaborate with Goodwill Industries of Ventura and Santa Barbara Counties as a host site for the Ventura County Youth Careers program. This initiative—fully funded by the Employment and Training Administration of the U.S. Department of Labor through a $1,070,000 award—aims to empower local youth and cultivate the next generation of skilled professionals.

Goodwill provides no-cost programs that equip young people with the tools and training needed to build a successful future. Participants gain access to leadership development, college readiness resources, financial literacy education, tutoring, and a variety of supportive

services. They also have opportunities to explore career paths, strengthen workplace skills, and earn wages through hands-on internship experiences. Through this partnership, the Parks and Recreation Department helps foster local talent and create meaningful opportunities for Santa Paula's youth to grow and lead.

During this period, we had the pleasure of hosting Anna Sanchez as our intern. Each intern sets two SMART goals at the beginning of their placement, with staff support to help them achieve these objectives. Anna's goals are to:

- *Plan and lead a teen activity at the Youth Center* – Organized a vision board workshop to encourage creativity and goal setting among youth participants.
- *Collaborate with a local nonprofit* – Gain experience in community engagement by supporting outreach efforts alongside a partnering organization.

The department has also incorporated the StrengthsFinder assessment as a tool to support interns in their professional development. By identifying their individual strengths, interns are better able to understand their natural talents and apply them in their daily work. This approach helps build confidence, enhances performance, and ensures their projects align with areas where they can contribute most effectively.

City Corps

City Corps Leader Trainees contributed a total of 1,941 service hours, completing 174 projects across the city. Their work encompasses a broad range of community support activities, including event logistics (Cruise Night, 4th of July, etc.), town keeping and alley beautification, senior nutrition (meal preparation and delivery), graffiti abatement, and tree healthcare. Additionally, trainees assist the Streets Division with pothole repairs and the Water Division with operational tasks, providing them with valuable hands-on experience and exposure to municipal operations. They also support the ongoing maintenance of the downtown area by power washing sidewalks within the PBID district, helping to ensure a clean and welcoming environment.

Adult Classes	Number of Participants
Archery	11
Zumba	40
Yoga	57

Adult Sports	Number of Participants
Volleball Drop-In	96
Pickleball Drop-In	296

COMMUNITY EVENTS

During this period the Department hosted and collaborated on a number of community events, these events include:

Sports Park Grand Opening

The City held a formal grand opening of the sports park on May 3rd, 2025. The event offered a wide range of activities that successfully brought the community together and created a welcoming environment for families. Live music was a central highlight. Beyond the music, participants enjoyed interactive attractions including a mechanical bull and an inflatable obstacle course.

Summer Movie Nights
This summer, families enjoyed Movie Nights in the Park held in June, July, and August at Santa Paula Creek Sports Park, Las Piedras Park, and Teague Park. Screenings featured Moana 2, Vivo, and Mufasa, with the Optimist Club providing popcorn to complete the movie-going experience.

Concerts in the Park
This year's Concerts in the Park series took place in June, July, and August at the Santa Paula Creek Sports Park Amphitheater. Performances included Juano & Friends, Mariachi Orgullo de México, and The Cousins, with each concert beginning at 6:30 p.m. Attendees also enjoyed a variety of food trucks offering dessert, ice cream, tacos, and elote, creating a lively and festive community atmosphere.

Santa Paula Beautiful
On June 21st, 65 volunteers gathered for Santa Paula Beautiful at Las Piedras Park and the Youth Center. Together, they revitalized the Youth Center garden area by cleaning it up, planting new greenery, spreading mulch, and giving the building's exterior a fresh coat of paint —bringing new life to this vibrant community space.

Fourth of July Celebration
The City's annual 4th of July Celebration was held at the Santa Paula Creek Sports Park and drew a crowd of more than 8,000 attendees.

The event featured family-friendly attractions including a mechanical bull, inflatable obstacle course, and children's activities provided by the MAC program. Guests enjoyed shopping and dining from 26 vendors and 4 food trucks, while live music by Whiskey Business entertained the crowd from 6:30 to 8:30 p.m. The evening concluded with a spectacular fireworks show at 9:30 p.m., capping off a festive and well-attended community celebration.

SENIOR SERVICES
There are currently 150 seniors participating in various programs and classes at the senior center. These classes include:

- *Enhanced Fitness* – Three times a week – Mondays, Wednesdays & Fridays at 12:30 PM
- *Chair Yoga* – Once a week – Tuesdays at 11:00 AM
- *Knitting Club* – Twice a week – Tuesdays & Thursdays at 10:00 AM
- *Zumba* – Once a week – Tuesdays at 12:15 PM
- *Bone Builders* – Three times a week – Mondays, Wednesdays & Fridays at 10:30 AM

The Senior Center Programming continues to include movies & luncheons which are hosted in the auditorium and field trips to various attractions throughout the county. During this time the Senior Center hosted four luncheons all of which averaged over 100 attendees, and went on the following excursions:

- June - Chumash
- July - Solvang
- August - Ventura County Fair

Senior Wellness Fair
On Wednesday, May 7th, the City hosted a successful Wellness Fair featuring 20 vendors and

drawing over 100 senior participants. The Optimist Club and City Corps prepared lunch for attendees, with Councilmembers and members of the Police Department assisting in serving meals, fostering a strong sense of community and support for local seniors.

Senior Nutrition Program
From May 1st through August 31st of 2025 the Senior Nutrition Program served the following number of meals:

Congregate Meals	2,143
Homebound Delivery Meals	2,164
City Funded Friday Meals	137
Meals Served During This Period (May 1-Aug 31)	4,444
Meals Served FY to Date (July 1-Aug 31)	2,538

Santa Paula Master Plan for Aging
The Santa Paula Master Plan for Aging (MPA) was completed and presented to the City Council on July 2, 2025 by Parks and Recreation Director, Greg Barnes, Michael Schouten, Mirka Vargas, and Dr. Ronald Berkowsky. This milestone marked the conclusion of an extensive process that engaged residents through community surveys, bilingual conversations, and research conducted by CSUCI students under Dr. Berkowsky's supervision. Based on these efforts, the City Council unanimously adopted the final report, signaling strong support for building an age-friendly Santa Paula.

The adopted MPA lays out a strategic roadmap to strengthen accessibility, healthcare, social services, and opportunities for older residents to remain active and connected in the community. With this framework in place, the Parks and Recreation Department looks forward to collaborating with other City departments and community partners to ensure the initiatives outlined in the plan are implemented and sustained. Together, these efforts will help create a more inclusive, supportive, and livable city for residents of all ages.

PARKS & FACILITIES
During this period, the Parks & Facilities team completed a wide range of projects and maintenance efforts across the city:

- **Sports Park:** Continued preparations for the park's grand opening and integrated ongoing care for the 32-acre facility into the regular maintenance schedule.
- **Teague Park:** Performed comprehensive turf maintenance, including aeration, seeding, thatching, topsoil application, and fertilizing.
- **Las Piedras Park:** Initiated turf renovation efforts similar to those completed at Teague Park.
- **Right-of-Ways:** Performed ongoing maintenance and clean-up of city right-of-ways to enhance safety, visibility, and overall community appearance.
- **Weed Abatement:** Completed citywide weed abatement to meet County Fire regulations, including water department sites, city-owned vacant lots, and parks such as Barranca Park.
- **Tree Wells:** Completed placement of all metal grates on tree wells along Main Street, with ongoing work extending to Mill Street and 10th Street.
- **City Facilities:** Coordinated and oversaw the installation of a new alarm system at the Community Center.

- **City Corps Support:** Assisted with pressure washing, continuous alley maintenance, and weekly watering of newly planted trees.
- **Rose Garden:** Supported a ceremony honoring Nancy and Gary Nasalroad.

Work Orders Issued	3,853
Work Orders Completed	3,860

Graffiti Work Orders Issued	187
Graffiti Work Orders Completed	189

Tree Maintenance Report

Trees Removed/ Fallen	4
Trees Planted	20
Trees Pruned	467

Santa Paula Creek Sports Park

The Parks and Recreation Department officially opened the new park to the public in March, and it's quickly become a community favorite. The BBQ pavilions have seen consistent use, with regular reservations throughout the month for family gatherings and celebrations. Users have already began to reserve and utilize the athletic and softball fields—signaling exciting seasons ahead for local sports.

ADMINISTRATION

- Continued to work on various CIP projects. These projects include:
  - City Hall Campus Security Fencing
  - Community Center Restroom Renovation
  - Facility Lightning Upgrades
  - Police Station Remodel
  - Teague Park Restrooms
  - Union Oil Building
- Purchased a Ford Lightning assisting the city with its CARB compliance requirements.
- Produced the Summer Recreation Guide
- Finalized department budget information for the two-year budget.
- Worked on updating department user fees as part of the user fee study.
- Purchased a Toro RM 3100D Mower for the Sports Park (3 Gang Reel Mower)
- Staff participated in Professional Development Opportunities:
  - Michael Schouten - California Parks and Recreation Society - "Financial Sustainability Certificate Program"
- With the help of Human Resources we successfully promoted two employees:
  - *Martin Montelongo - Lead Maintenance Worker*
  - *Michael Schouten - Admin Analyst II*
- Hosted, along with Santa Paula Rotary Club, a Rose Garden Dedication Event for Nancy and Gary Nasalroad.

Facility Rentals

Cultural Arts Building	0
Train Depot	5
Community Center	26

Park Rentals & Reservations

Recreation Park	9
Sports Park Softball Fields	23
Sports Park BBQ Pavilion	31
Sports Park Athletic Fields	42
Teague Park	46
Las Piedras Park	90
Harding Park	371

Permits, Banners & Other Transactions

Teague Park Banner	2
Main Street Banner	4
Film Permits	1
Special Event Permits	10

ANALYSIS:

STRATEGIC PLAN:

FISCAL IMPACTS:

No fiscal impact.

OPTIONS:

ATTACHMENTS:

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dale Goodman, Public Works Director

Subject: PUBLIC WORKS - APRIL THROUGH JULY ACTIVITY REPORT

Date: October 1, 2025

Agenda Item: 7.C

RECOMMENDATION:

BACKGROUND:

DEPARTMENT ACTIVITIES AND CAPITAL IMPROVEMENT PROGRAM

WRF CDO COMPLIANCE & ADVANCED WATER TREATMENT FACILITY CONSTRUCTION ACTIVITY:

Work is continuing on implementing the requirements of the Water Recycling Facility (WRF) Cease & Desist Order (CDO) and Water Discharge Requirements (WDR) Permit to achieve compliance with final chloride effluent limitations, including construction of the Advanced Water Treatment Facility (AWTF).

Current CDO Compliance Plan:

The Final Chloride Source Evaluation Technical Memorandum was issued by Larry Walker Associates (LWA) and presented to Council. Based on the data collected during sampling, the effectiveness of regulating certain businesses through a source control program was evaluated, focusing on two dialysis clinics. However, based on this analysis, source control could results in measurable reductions, but the AWTF will still be necessary to achieve consistent compliance.

City Council approved MKN & Associates' proposal, and MKN is currently in the process of revising the AWTF 'full' design to a "two-phase" approach in accordance with the findings of the design refinement study. Council has also authorized the use of the SRF loan funds.

First Phase of AWTF Project (redesign) Schedule NTP July2, 2024:

A. Design and Engineering of AWTF Modifications
   Latest Finish: December 2025
   - Prepare preliminary engineering report for the Phase one (1) 500-GPM AWTF.
   - Prepare revised drawings, specifications, and procurement documents for Phase 1 construction.

B. Construction and Installation (20-24 months) Earliest Finish: August 2027 / Latest Finish: December 2027
   - Competitive bidding process for construction contract

- Award contract and oversee the construction and installation of Phase 1 AWTF
- Conduct startup and system testing of the installed systems to ensure they meet design specifications and water quality standards
- Officially commission the AWTF and begin initial operation monitoring system performance closely

C. Evaluation and Expansion Planning (ongoing evaluation with expansion planning starting after one year of operation):
   - Assess the performance of the Phase 1 AWTF, including water quality improvements, operational efficiency, and cost-effectiveness.
   - The plan for Phase 2 is based on actual flows and loadings, technological advancements, and lessons learned from Phase 1. Develop flow and chloride concentration triggers for the planning, design, and financing for Phase 2.

D. Council recently approved a contract for emergency sludge hauling, in the event that the plant's single screw press goes down.

E. Full CDO Compliance must be achieved no later than February 8, 2028. Because of tariffs, and lengthened lead-times, staff is scheduling a meeting with the RWQCB to discuss the impact these issues, which are outside the City's control, may have on our ability to meet the deadline.

ENERGY EFFICIENCY PROGRAM

Efforts to move the City forward with EV charging continue to prove difficult. Providers who will do the installation at no cost to the City, want to install at least 20 units, with 60% at a single, highly productive location. Finding such a location has proven difficult. Staff is also looking at opportunities to utilize solar panels to produce energy to offset energy costs at some locations. One firm has taken a preliminary look at 4 acres just west of the WRF, and believe that site could offset a large amount of the energy consumption at the WRF/AWTF. Well and reservoir sites are also being up-fitted with additional solar panels to power communications, lighting and security cameras. Staff is also working on replacing traditional high-voltage street lights with solar-powered LED lighting, where possible. Staff has invested a sizeable amount of time with the SCE Microgrid Incentive Program application process. The City's application has passed the initial requirements. Now the City's contract engineering firm, CTS, is working on the actual application. Work will be complete in and turned in to SCE by November 28, 2025.

SOLID WASTE FRANCHISE AGREEMENT MONITORING AND CALRECYCLE REPORTING

Staff is also monitoring SB 1383 compliance reporting for all Athens waste management services, including street sweeping services in compliance with the LARWQCB's 2021 Regional Phase I (MS4) Permit (Order No. R4-2021-0105).

Staff is working with Athens Services to create a revised street sweeping chart. This will allow staff to post proper street sweeping information on street signs and online.

WASTEWATER COLLECTION SYSTEM (WRF AND WCS) STATUS REPORT

The City's wastewater collection system consists of approximately 60 miles of system piping that ranges in size from 6 to 24 inches in diameter. The system can collect up to 3.4 million gallons of wastewater per day and transport it for treatment at the Water Recycling Facility (WRF). The City's last wastewater master plan update was recently completed March 2024. Capital projects of the highest priority over the next 15 years have been identified and their related costs will need to be incorporated into the upcoming 5-Year Utility Rate Study is underway.

WATER SYSTEM STATUS REPORT

The Water Division provides engineering, operation and maintenance services for the City's potable water system. The potable water system includes five groundwater wells, two treatment facilities, 10 storage facilities including 9 tanks and one reservoirs. An additional three wells and three more tanks in the new EA1 development will be coming online, as completed. More than 100 miles of distribution pipelines, appurtenances, and five booster pump stations are being added to the system. This includes the 20' Cross-town Pipeline, which will connect the wells and reservoirs in EA1 with the system west of Santa Paula Creek, providing redundancy and more consistent pressure across the City. This division also provides an extensive water quality monitoring and reporting program in compliance with all Federal and State regulations. The City's water master plan update is nearly complete. Capital projects of the highest priority over the next 15 years will be identified and their related costs will be incorporated into the upcoming 5-Year Utility Rate Study scheduled to commence in January, 2026.

FY 2025-2026/FY 2026-2027 and CYCLE 2 CITYWIDE STREET MAINTENANCE PROGRAMS

The Street Maintenance Program is an integral component of the Pavement Management Program and consists of applying crack seals, rejuvenator seals, and micro-surfacing to maintain and extend the service life of City streets. With the passage of Measure R, additional funding will be available to accelerate the City's Pavement Management Plan. The Fall 2025 Paving Project will include work that wasn't completed in the final project of Cycle 1, including Main Street from 7th to Peck, McKevitt Heights, Teague, etc. Planning for Cycle 2 will begin in November, with work to be done in Spring and Fall phases.

Storm Drainage

Streets with curb and gutter provide for conveyance of rainwater to storm drain inlets and into the City's storm drainage system. Due to the age and topography of the City, limited storm drainage facilities exist, and most of these systems are more than 50 years old. Much of these existing storm drainage systems consist of corrugated metal pipe (CMP) that has exceeded its useful life. Many of the roadway failures that have been observed in the City are a result of storm drains that have collapsed. VRSD recently "tv'd" the City's storm drainage system. This data will allow staff to thoughtfully address the system's problems. As the PMP moves forward, the replacement of aging storm drain inlets and pipe will be part of the program.

Harvard/Main/Telegraph Roundabout & Telegraph Road Widening

The City's 2040 General Plan planned classification for Telegraph Road from Harvard/Main intersection to Hallock is a 4-lane boulevard, and for the construction of a standard 1-lane roundabout at Harvard/Main/Telegraph. This is a gateway location in the City, with connectivity to both Harvard and Main Street which in turn provide access to the City's downtown core. The intersection in its current configuration contains no safe means of pedestrian crossing, and a roundabout will allow for the safe integration of pedestrian, bicycle and vehicular movements.

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-len roadway with a center left-turn lane and buffered Class II bike lanes, as well as curb, gutter, sidewalk and drainage facilities. Multiple development projects, including rental housing and retail/commercial, are either proposed or underway along Telegraph. The proposed project will address complete

roadway vehicle, pedestrian and bicycle improvements design and construction with available development impact funds to ensure safety, consistency and continuity for the Telegraph Road corridor in the near term. MNS Engineers is doing the design work.

Community Bike Trial Connectivity Project

The Santa Paula Community Bike/Trail Connectivity Project extension will improve bicycle and pedestrian connectivity throughout the City from the west end of town to the east end. This would include up to 2.5 miles of new Class I bike trails in the City. The City has identified three possible trail extensions that the project team will explore during this project:

- Extend the eastern limit of the existing Class I bikeway from its terminus at 12th and Santa Barbara Street to the planned Santa Paula Street Bridge over Santa Paula Creek, which is currently in final design and permitting with the County. This will provide connectivity between the new 37-acre regional sports park and the Harvest housing development and existing destinations on the west and central portions of the City.
- Create a bike trail/pathway extension from the existing bike trail pathway on N. Peck Road with the City's West End Business Park.
- Create a northern bike trail/pathway extension along the Santa Paula Creek, which would allow those who live in the adjacent neighborhoods to access the City's wider cycling network and key locations, as well as providing a safe alternative to SR150 for north/south bicycle traffic connecting to destinations in either the Harvest development or downtown destinations.

This TDA funded project will significantly expand the existing City network of pedestrian and bicycle facilities.

Crosswalks and Crosswalk Safety

Staff is working with Caltrans on the construction of crosswalks with flashing beacons at three locations in FY 2025/2026. Collaborative efforts between the Caltrans design and construction team and the City to coordinate the SR 150 crosswalks at Oakdale, Virginia Terrace and Ventura Streets with their comprehensive rehabilitation project set to commence in 2025. Construction on these locations will likely occur, pending Caltrans permitting, in Winter or Spring of 2026.

ANALYSIS:

STRATEGIC PLAN:

FISCAL IMPACTS:

OPTIONS:

ATTACHMENTS:

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: PURCHASE OF PRE-FABRICATED RESTROOM FOR TEAGUE PARK

Date: October 1, 2025

Agenda Item: 10.A

RECOMMENDATION:

Staff recommends that the City Council:

Authorize the City Manager to purchase (1) New Santiago model restroom for Teague Park in an amount not to exceed $282,121.40 from CXT Precast Concrete Products.

BACKGROUND:

In 2020, the City was awarded Prop. 68 grant funding. This funding is to be used for park improvements. Subsequently, staff submitted two park improvement projects to the California Department of Parks & Recreation:

1 - Teague Park improvements consisting of constructing a new restroom facility (demo the existing park restroom).

2 - Mill Park parking lot improvement.

Both projects were approved, and staff has been working with RWC, Inc. to prepare a scope of work and bid packets for the Teague Park Restroom Replacement Project.

ANALYSIS:

This evening staff is requesting that City Council approve the purchase of a three (3) unit restroom facility from CXT Precast Concrete Products. Some of the restroom features include:

- Three private restroom units
- Baby changing station in one unit
- Electric hand dryers
- Exterior mounted drinking fountain & bottle filler
- Security lighting on all four sides of the building
- Timed electric door locking system

The proposed cost includes transportation of the restroom, putting it in place and hooking up all utilities.

The Santiago model restroom will be purchased under our existing Sourcewell contract which, as a cooperative purchasing program, does not require the normal competitive bidding process.

The up to amount represents the purchase price of $256,474 plus a 10% contingency.

Santa Paula's Municipal Code allows for Cooperative Purchasing agreements to be utilized in place of the Formal Bid process:

Title IV: Contracts and Purchases, Chapter 41: Purchasing, 41.11 Cooperative Purchasing

The procedures set forth above (Formal Bid process) need not be followed where the Purchasing Agent identifies a cooperative purchasing program administered by a government-oriented entity, or; a local, state, or federal governmental agency. When in the city's best overall interests, the Purchasing Agent may enter into a contract for the purchase of supplies and general services awarded through such a cooperative purchasing program. City Council consent is required for such arrangements where the estimated value of the supplies or general services exceed $50,000.

STRATEGIC PLAN:

This item addresses City Council's 2-year strategic goal A. Infrastructure, Transportation, & Mobility. #7 Public Restrooms - Pursue upgrades to City public restrooms.

FISCAL IMPACTS:

Funding for this project is included in the approved Fiscal Year 25-26 CIP budget.

307 (State Grant)	$154,898.00
226 (Parkland)	$127,223.40
Total	**$282,121.40**

Total amount available in CIP 9332 is $446,000.00

OPTIONS:

City Council can choose not to approve the purchase of the restroom for Teague Park. Staff will then need to secure three bids for like restroom facilities which might result in higher costs.

ATTACHMENTS:

EXHIBIT A - Teague Park Restroom.pdf

EXHIBIT A

Teague Park Restroom

Sourcewell Awarded Contract
Contract # 052725-CXT

CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to- use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):
Remitting by check:
CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

Remitting by ACH or wire transfer:
Beneficiary: CXT, Inc.
Beneficiary Bank: PNC Bank, Pittsburgh, PA
Account: 1077766885 ABA/Routing: 043000096
Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Site must allow for the crane to be within three feet of the building location and the truck to be within three feet of the crane. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at http://www.cxtinc.com.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-½% of contract price per month or any part of any month will be charged.

**Customer is responsible for all local permits and fees.

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.
- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.
- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

SANTIAGO

Custom building where you can match sections to meet your needs. Sections include restroom, shower, concession, storage, and combination configurations. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded, and set up at site.



800.696.5766
cxtinc.com

Sections

Restroom*	$89,343.00	Qty: 1	= $89,343.00	Shower*	$106,128.00	Qty:	= $0.00
Family Assist Restroom*	$89,343.00	Qty:	= $0.00	Concession*	$100,539.00	Qty:	= $0.00
Family Assist Shower*	$100,512.00	Qty:	= $0.00	Multipurpose Room	$81,495.00	Qty:	= $0.00

**Includes 4-gallon water heater.*

Total Sections $ 89,343.00

Added Cost Options		Price per Unit	Click to select	
Final Connection to Utilities (per section)		$ 7,000.00	☑	7,000.00
Optional Wall Texture (per section)- *choose one* ◉ Split Face Block ($6,500) ○ Custom Texture ($8,500)		Reset Wall Texture		6,500.00
Optional Roof Texture (per section) ☑ Ribbed Metal		$ 6,500.00		6,500.00
Porch/Wing Wall		$ 92,000.00	☐	0.00
Insulation and Heaters (per section)		$ 19,500.00	☐	0.00
Stainless Steel Water Closet (each)	Qty:	$ 2,500.00		0.00
Stainless Steel Lavatory (each)	Qty:	$ 1,750.00		0.00
Stainless Steel Urinal (each)	Qty:	$ 2,500.00		0.00
Electric Hand Dryer (each)	Qty: 3	$ 1,000.00		3,000.00
Electronic Flush Valve (each)	Qty: 3	$ 1,500.00		4,500.00
Electronic Lavatory Faucet (each)	Qty:	$ 1,500.00		0.00
Electronic Urinal Flush Valve (each)	Qty:	$ 1,500.00		0.00
Paper Towel Dispenser (each)	Qty:	$ 350.00		0.00
Toilet Seat Cover Dispenser (each)	Qty:	$ 350.00		0.00
Sanitary Napkin Disposal Receptacle (each)	Qty:	$ 150.00		0.00
Baby Changing Table (each)	Qty: 1	$ 1,100.00		1,100.00
Marine Grade Skylight in Restroom (each)	Qty:	$ 1,800.00		0.00
Marine Package (excluding fiberglass doors and frames) (per section)		$ 4,500.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty: 1	$ 6,500.00	☑	6,500.00
Exterior Mounted ADA Drinking Fountain w/Bottle Filler (each)	Qty:	$ 8,500.00	☐	0.00
2K Anti-Graffiti Coating (per section)		$ 5,000.00	☑	5,000.00
Optional Door Closure (each)	Qty: 3	$ 850.00	☑	2,550.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty:	$ 5,300.00		0.00
Timed Electric Lock System (does not include chase door) (each)	Qty: 3	$ 2,500.00		7,500.00
Exterior Frostproof Hose Bib with Box (each)	Qty:	$ 1,200.00	☐	0.00
		Total for Added Cost Options:		$ 50,150.00

Custom Options: Installation Surcharge (Crane and DIR):7,000 11' x 26' 3 Room DK3 (39,750)	$ 46,750.00
Engineering and State Fees:	$ 9,500.00
Estimated One-Way Transportation Costs to Site (quote):	$ 43,856.00
Estimated Tax:	$ 16,875.00
Total Cost per Unit Placed at Job Site:	$ 256,474.00

Sourcewell Awarded Contract Contract # 052725-CXT

Disclaimer: Please call to confirm selected sections are compatible.

This price quote is good for 60 days from date below, and is accurate and complete.

Manuel Alvarado

Digitally signed by Manuel Alvarado
Date: 2025.09.22 11:37:48 -07'00'

CXT Sales Representative Date

I accept this quote. Please process this order.

Company Name

Signer's Name
(please type or print)

Company Representative Date

OPTIONS

Exterior Color(s) *(For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)*

_____ Amber Rose	_____ Berry Mauve	_____ Buckskin	_____ Cappuccino Cream
_____ Charcoal Gray	_____ Cocoa Milk	_____ Evergreen	_____ Georgia Brick
_____ Golden Beige	_____ Granite Rock	_____ Hunter Green	_____ Java Brown
_____ Liberty Tan	_____ Malibu Taupe	_____ Mocha Caramel	_____ Natural Honey
_____ Nuss Brown	_____ Oatmeal Buff	_____ Pueblo Gold	_____ Raven Black
_____ Rich Earth	_____ Rosewood	_____ Sage Green	_____ Salsa Red
_____ Sand Beige	_____ Sun Bronze	_____ Toasted Almond	_____ Western Wheat

Special roof color # _____ Special wall color # _____

Special trim color # _____

Use an X to mark options.

Rock Color ***(*If option is not available verify custom wall option is selected on previous page.)***

_____ Basalt* _____ Mountain Blend* _____ Natural Gray* _____ Romana*

Roof Texture ***(*If option is not available verify optional roof texture option is selected on previous page.)***

X Ribbed Metal* _____ Cedar Shake

Wall Texture(s) *(For single texture mark an X. For top and bottom textures use T = Top and B = Bottom.)*
(*If option is not available verify custom wall texture option is selected on previous page.)

X Split Face Block* _____ Horizontal Lap* _____ Board & Batt* _____ Stucco*

_____ Brick* _____ Distressed Wood*# _____ Barnwood

Rock Wall Texture *(bottom texture only)*
(*If option is not available verify custom wall option is selected on previous page.)

_____ Napa Valley* _____ River Rock* _____ Flagstone* _____ Stacked Rock*#

#Textures not included in CXT quote are additional cost.

Door Opener

☐ Non-locking ADA Handle ☐ Privacy ADA Latch ☐ Pull Handle/Push Plate

Deadbolt ☐

Accessible Signage

☐ Men ☐ Women ☐ Unisex

Toilet Paper Holder

☐ 2-Roll Stainless Steel ☐ 3-Roll Stainless Steel

Notes: Pricing based on "3 room proposal (S-511)"

DOOR SCHEDULE

	TYPE	FRAME	DOOR SIZE	MATERIAL	DOOR TYPE	LATCH	LOCK
(A)	SINGLE	3/0 x 6/8 x 3-3/4"	3/0 x 6/8 x 1-3/4"	GALVANIZED	RH REVERSE	MORTISE THUMBTURN	N/A
	GLAZING	HINGES	KICK PLATE	STOP	SWEEP	THRESHOLD	VENTILATION
	N/A	SPRING HINGE 4-1/2" x 4 1/2"	N/A	WALL	3"	3' x 4" x 1/4"	N/A

	TYPE	FRAME	DOOR SIZE	MATERIAL	DOOR TYPE	LATCH	LOCK
(B)	DOUBLE	3/0 x 6/8 x 3-3/4"	3/0 x 6/8 x 1-3/4"	GALVANIZED	RH (ACTIVE) / LH (INACTIVE)	MORTISE	N/A
	GLAZING	HINGES	KICK PLATE	STOP	SWEEP	THRESHOLD	VENTILATION
	N/A	SPRING HINGE 4-1/2" x 4 1/2"	N/A	WALL	6"	6' x 4" x 1/4"	N/A

1. ALL EXTERIOR DOORS AND WINDOWS TO BE LISTED AND LABELED AS COMPLIANT WITH AAMA/WDMA/CSA101/I.S.2/A440 OR TESTED PER AASTM E330.
2. DOOR HARDWARE SHALL NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING OR TWISTING OF THE WRIST OR SPECIAL KNOWLEDGE TO OPERATE.
3. UNLATCHING OF ANY DOOR SHALL NOT REQUIRE MORE THAN ONE OPERATION.

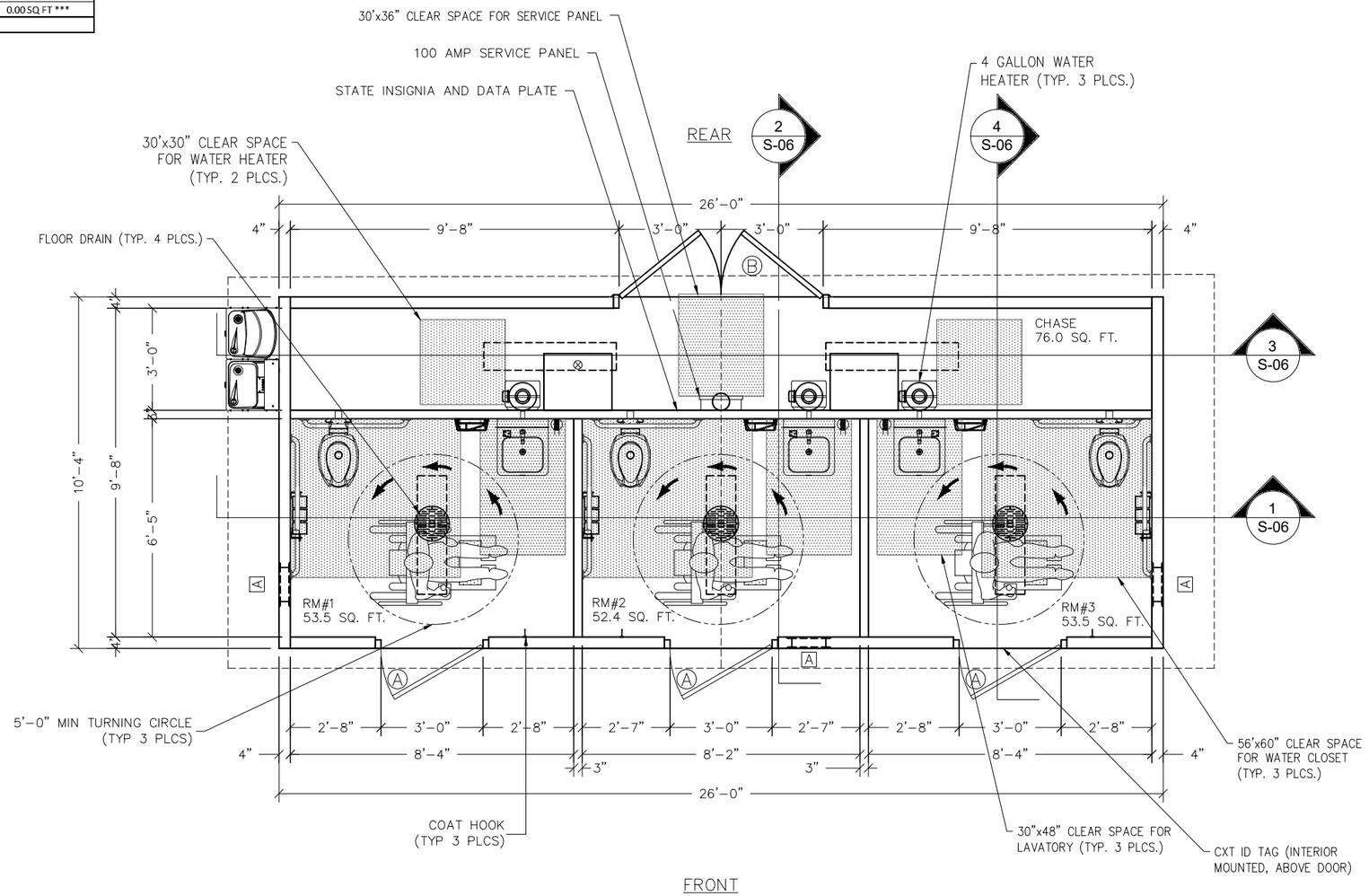
LIGHTING AND VENTILATION REQUIREMENTS

	RESTROOMS #1 & #3	RESTROOMS #2	CHASE
AREA	53.50 SQ FT	52.40 SQ FT	76.00 SQ FT
REQUIRED VENTILATION	2.14 SQ FT	2.10 SQ FT	3.04 SQ FT
PROVIDED VENTILATION	20.83 SQ FT	20.83 SQ FT	20 SQ. FT.
REQUIRED NATURAL LIGHTING	4.28 SQ FT	4.19 SQ FT	6.08 SQ FT
PROVIDED NATURAL LIGHTING	0.00 SQ FT ***	0.00 SQ FT ***	0.00 SQ FT ***

***ARTIFICAL LIGHTING PROVIDED TO MEET REQUIRED FOOT CANDLES.

VENT SCHEDULE

SYMBOL	DESCRIPTION
A	MS-2 VENT



FRONT

LB Foster
CXT® Products

6707 E. Flamingo Ave. Bldg 300, Nampa, ID 83687
901 N. Highway 77 Hillsboro, TX 76645
362 Waverly Road Williamstown, WV 26187

PROJECT TITLE
SANTIAGO
BUILDING NUMBER S-511

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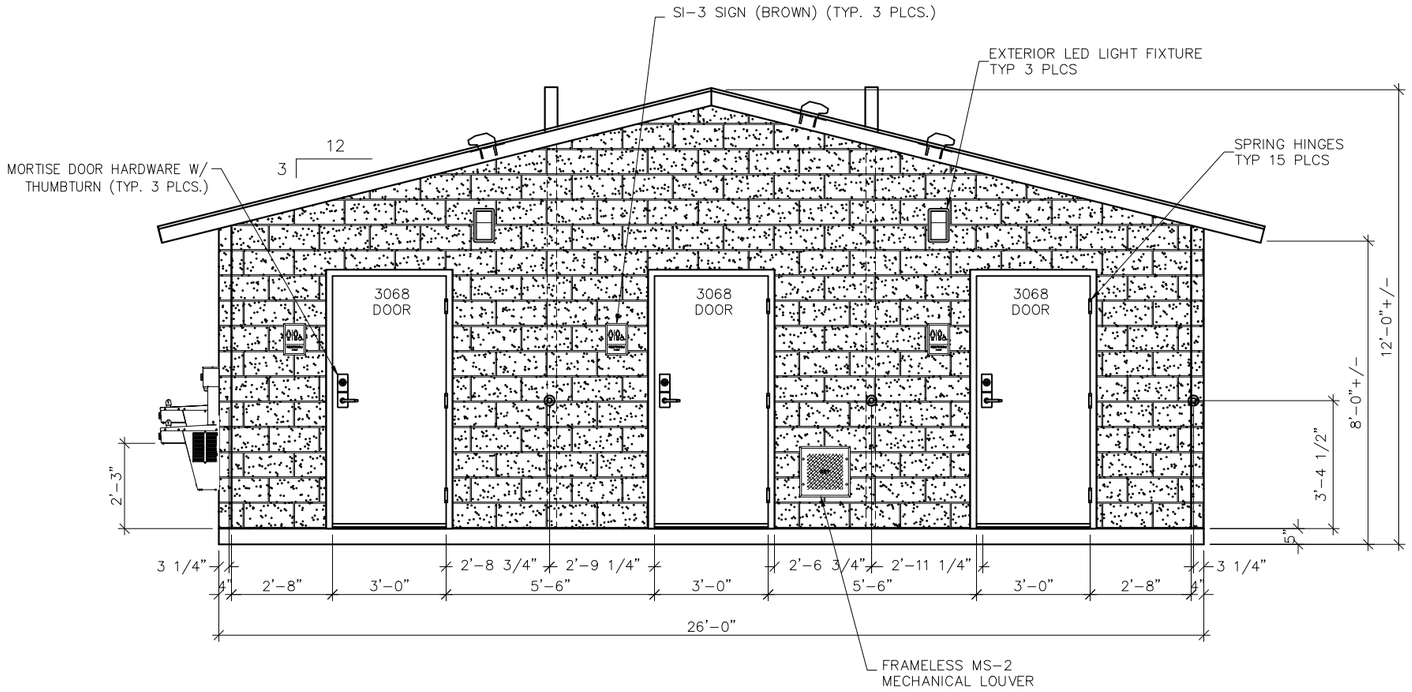
CXT Incorporated

REV.	DESCRIPTION	APPROVAL	DATE
1	CUSTOMER COMMENTS	G. SCHUETTE	07/03/25

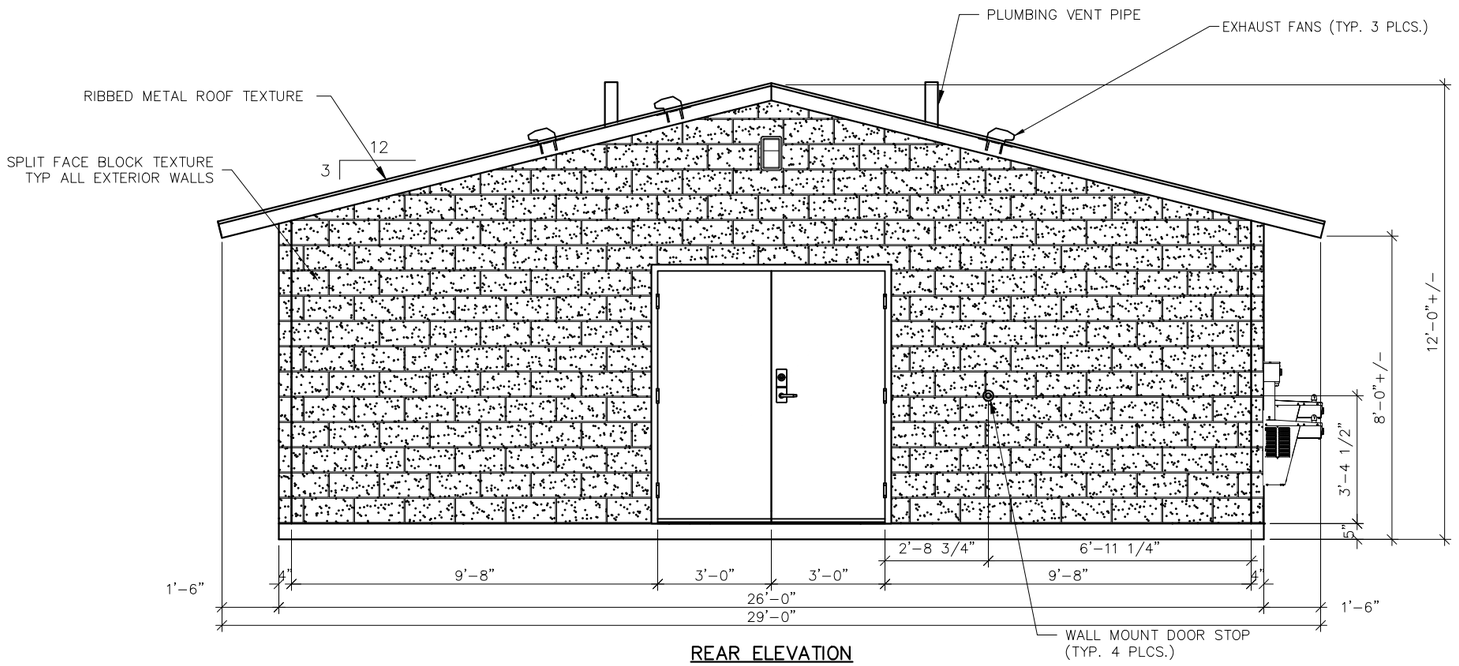
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DRAWN	G. SCHUETTE	FILE NO.	S-511
CHECKED	N. PENNER	PLOT	48

FLOOR PLAN

DWG NO.	SHEET	REV.
S-03	3 / 24	1



FRONT ELEVATION



REAR ELEVATION

LBFoster®
CXT® Products

6707 E. Flamingo Ave. Bldg 300, Nampa, ID 83687
901 N. Highway 77 Hillsboro, TX 76645
362 Waverly Road Williamstown, WV 26187

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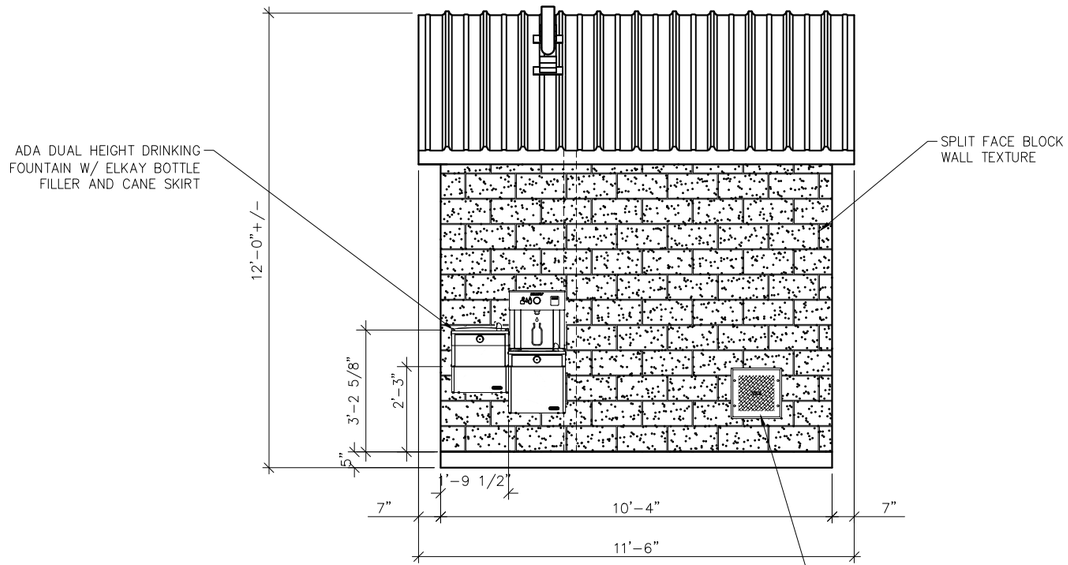
CXT Incorporated

REV.	DESCRIPTION	APPROVAL	DATE
1	CUSTOMER COMMENTS	G. SCHUETTE	07/03/25

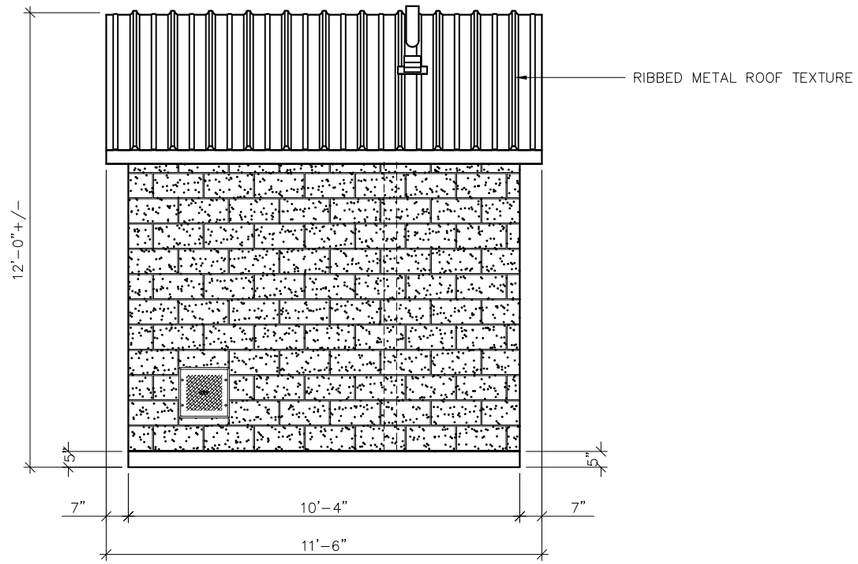
SCALE	1/4"=1'-0"	DATE	05/30/25
DRAWN	G. SCHUETTE	FILE NO.	S-511
CHECKED	N. PENNER	PLOT	48

BUILDING ELEVATIONS

DWG NO.	SHEET	REV.
S-04	4 / 24	1



LH SIDE ELEVATION



RH SIDE ELEVATION

LBFoster®
CXT® Products

6707 E. Flamingo Ave. Bldg 300, Nampa, ID 83687
901 N. Highway 77 Hillsboro, TX 76645
362 Waverly Road Williamstown, WV 26187

PROJECT TITLE
SANTIAGO
BUILDING NUMBER S-511

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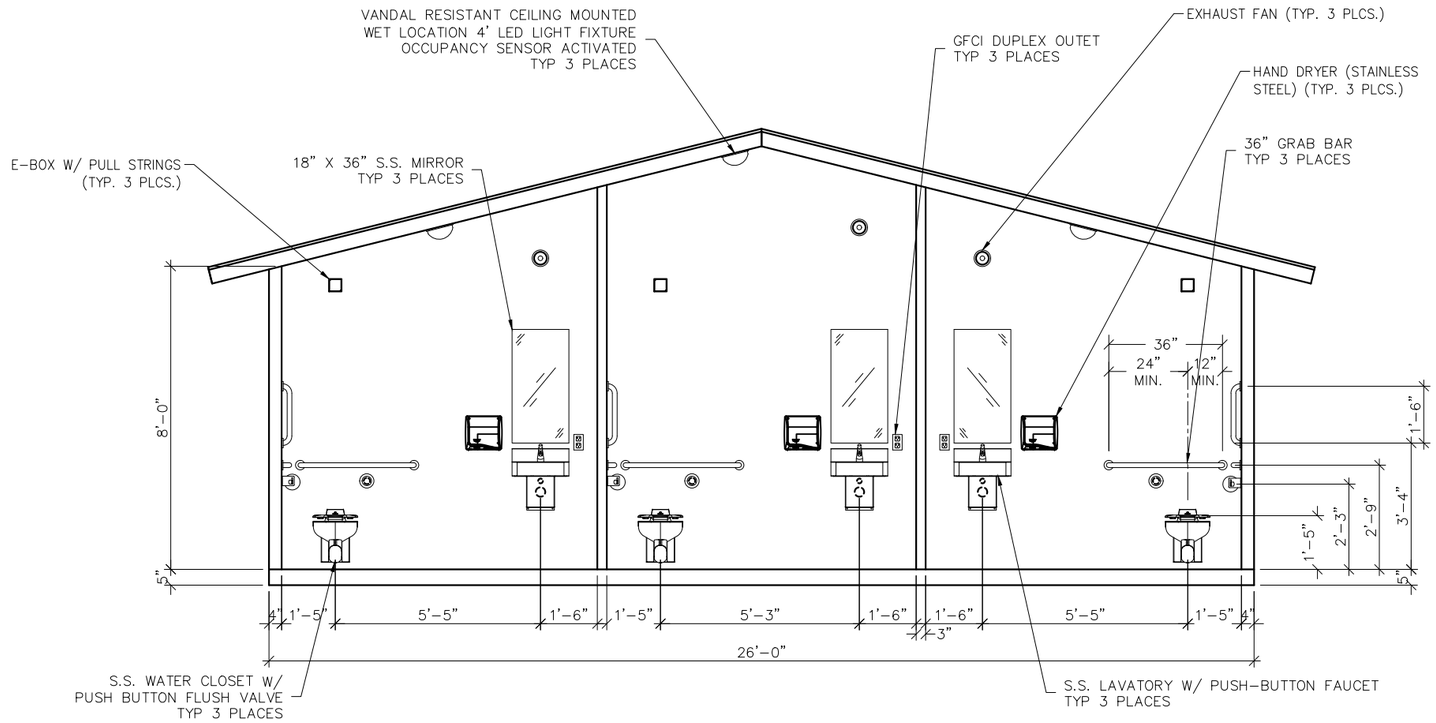
CXT Incorporated

REV.	DESCRIPTION	APPROVAL	DATE
1	CUSTOMER COMMENTS	G. SCHUETTE	07/03/25

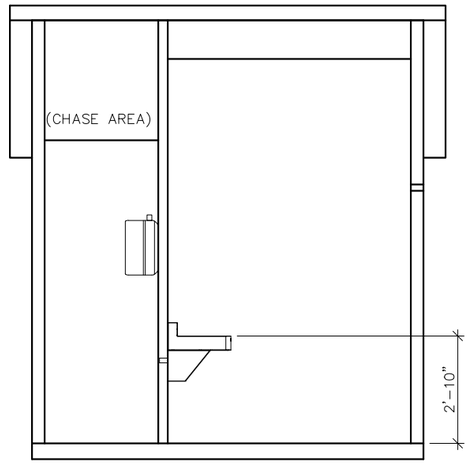
SCALE	1/4"=1'-0"	DATE	05/30/25
DRAWN	G. SCHUETTE	FILE NO.	S-511
CHECKED	N. PENNER	PLOT	48

BUILDING ELEVATIONS

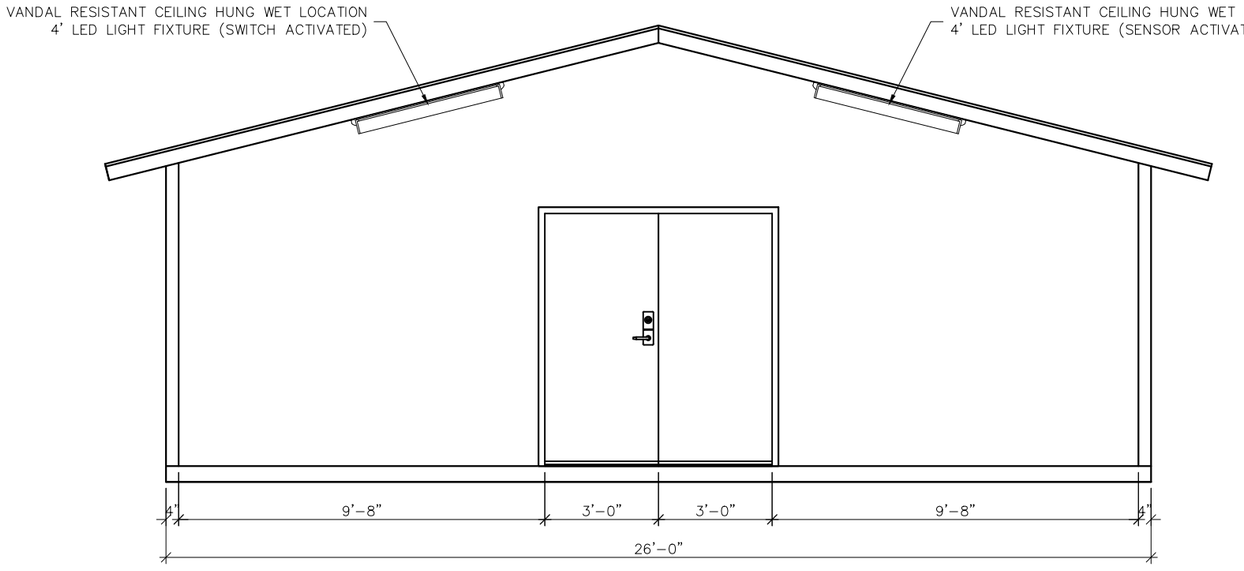
DWG NO.	SHEET	REV.
S-05	5 / 24	1



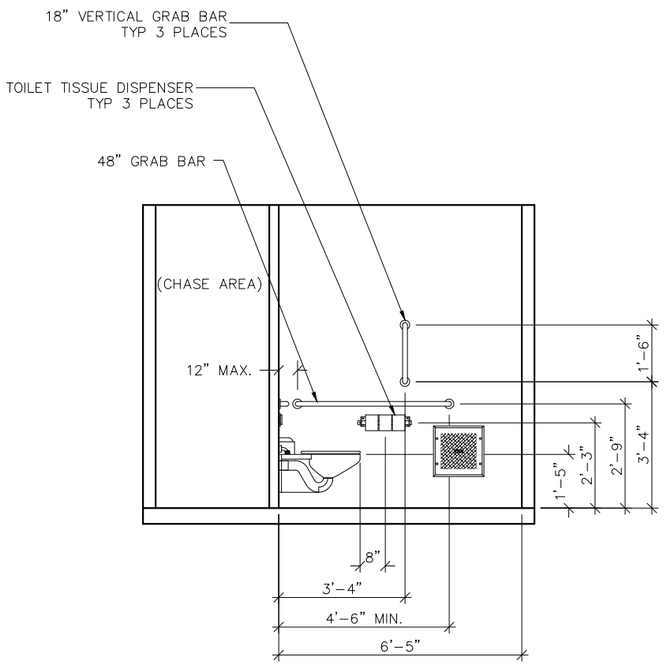
1 INTERIOR ELEVATION - MIDDLE (CHASE) WALL



2 INTERIOR ELEVATION - ADA STALL SIDE WALL



3 INTERIOR ELEVATION - BACK WALL



4 INTERIOR ELEVATION - SIDE WALL

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BUILDING INTERIOR ELEVATIONS

DWG NO.	SHEET	REV.
S-06	6 / 24	1

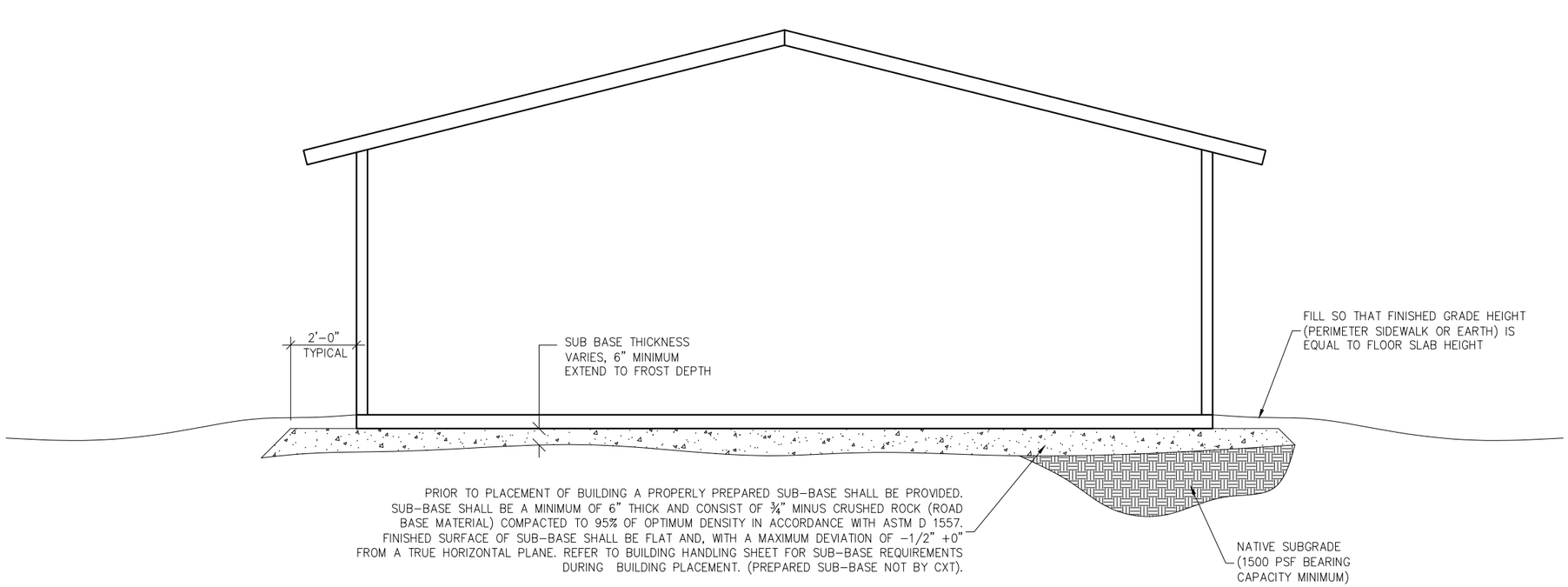
NOTE:

THIS FACTORY ASSEMBLED BUILDING, AS CONSTRUCTED, PROVIDES A RIGID BOX TYPE STRUCTURAL SYSTEM. VERTICAL LOADS ARE TRANSFERRED PRIMARILY THROUGH BEARING WALLS TO THE STRUCTURAL SLAB FLOOR OF THE BUILDING. THE VERTICAL LOADS ARE THEN DISTRIBUTED THROUGH THE REINFORCED CONCRETE FLOOR TO THE PREPARED GRANULAR, NON–FROST SUSCEPTIBLE (NFS) SUB–BASE WHICH DISTRIBUTES THE VERTICAL LOADS IN RELATIVELY UNIFORM FASHION TO THE NATIVE SUB–GRADE. AS WITH MOST CONSTRUCTION, THIS DOES REQUIRE THE NATIVE SUB–GRADE TO BE STRIPPED OF VEGETATION AND TOP SOIL PRIOR TO PLACEMENT OF THE PREPARED GRANULAR SUB–BASE. DUE TO THE INHERENT STIFFNESS OF THE BUILDING, IT WILL REMAIN SAFE AND STRUCTURALLY SOUND IN THE UNLIKELY EVENT OF FREEZING ACTION BELOW THE BUILDING REGARDLESS OF NATURAL FREEZE/ THAW CYCLES ANTICIPATED TO BE ENCOUNTERED IN THE STATE OF GEORGIA.

LATERAL LOADS ARE TRANSFERRED TO THE GROUND THROUGH FRICTIONAL RESISTANCE WITHOUT SLIDING OR SHIFTING BETWEEN THE BUILDING FLOOR SLAB AND THE PREPARED SOIL AND GRAVEL SUB–BASE ON WHICH THE BUILDING RESTS. SEISMIC ANALYSES ARE BASED ON LOADS DETERMINED IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE USING PARAMETERS, WHICH MEET OR EXCEED THE CODE PRESCRIBED REQUIREMENTS FOR THIS INSTALLATION.

THIS BUILDING AS DESIGNED, RESTING ON A PROPERLY PREPARED GRANULAR SUB–BASE WILL BE SAFE AND STRUCTURALLY SOUND FOR VERTICAL AND LATERAL LOADS AS DISCUSSED ABOVE. A FULL DEPTH FOUNDATION WALL AT THE BUILDING PERIMETER AND AN ANCHORAGE SYSTEM, TYPICAL FOR OTHER TYPES OF BUILDING CONSTRUCTION, ARE NOT REQUIRED FOR THIS BUILDING.

THE "FOUNDATION" FOR THIS STRUCTURE IS ESSENTIALLY THE COMBINATION OF THE COMPACTED SUB–BASE MATERIAL AND THE BUILDING'S REINFORCED SLAB. THE COMBINATION OF THE COMPACTED SUB–BASE MATERIAL AND THE BUILDING'S REINFORCED SLAB NEED TO BE AT LEAST 12" THICK AND THE COMPACTED SUB–BASE MATERIAL SHALL EXTEND BELOW THE LOCAL FROST DEPTH



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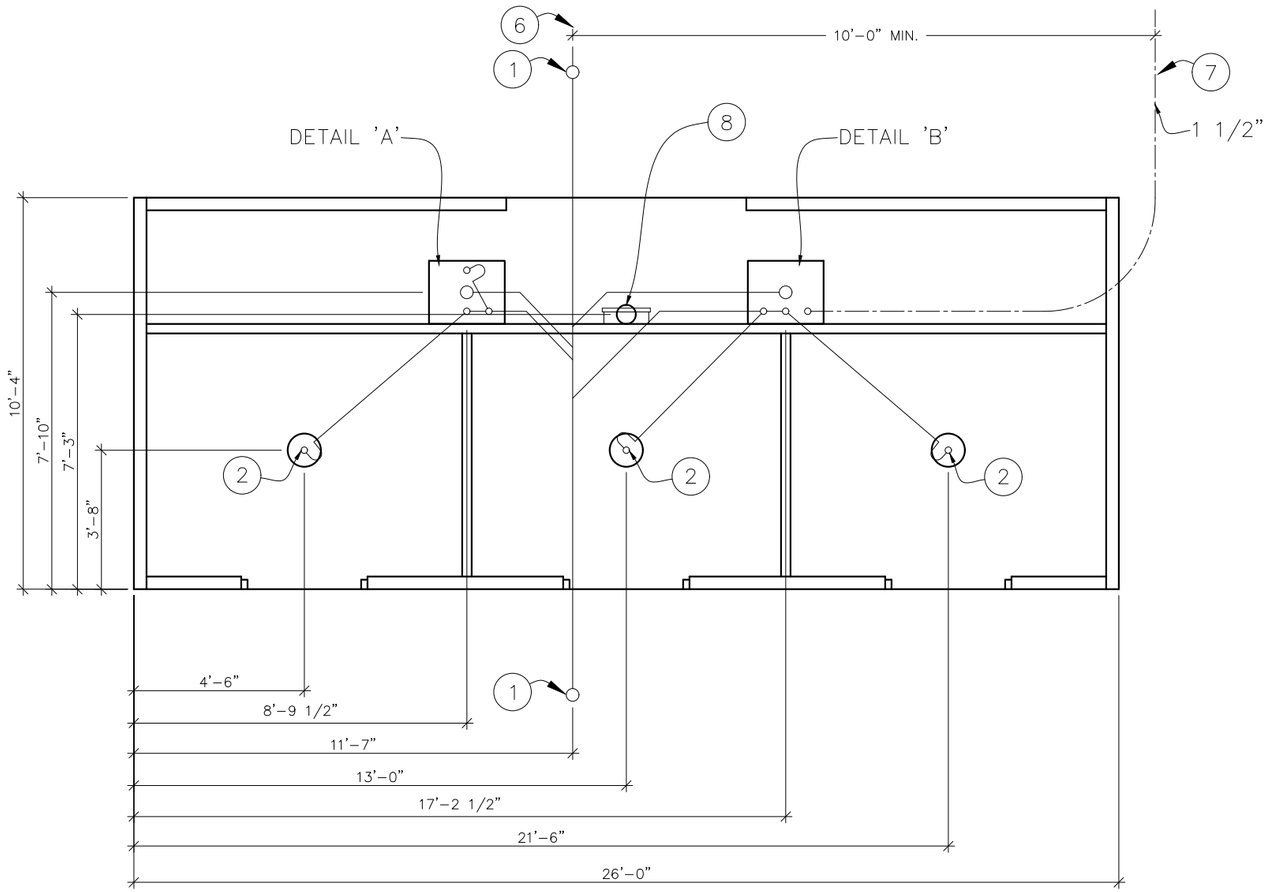
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FOUNDATION DETAIL

DWG NO.	SHEET	REV.
S–18	18 / 24	1

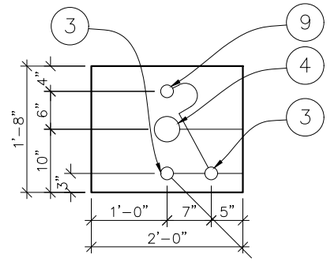
ALL PIPING INDICATED ON THIS SHEET IS NOT BY CXT



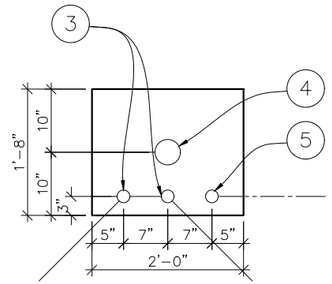
FLOOR DRAIN BLOCKOUTS & BELOW FLOOR PIPING

BELOW FLOOR PIPING – KEY NOTES

1. 4" CLEAN OUT TO GRADE.
2. 2" FLOOR DRAIN W/ FIELD INSTALLED TRAP SEAL PRIMER (10 1/2" DIA BLOCKOUT)
3. 2" VENT PIPES EXTENDED 12" ABOVE FINISHED FLOOR LEVEL, PROVIDE TEST PLUG. (24"X20" BLOCKOUT)
4. 4" WASTE PIPE EXTENDED 12" ABOVE FINISHED FLOOR LEVEL, PROVIDE TEST PLUG. (24"X20" BLOCKOUT)
5. 1 1/2" TYPE K OR L ANNEALED "SOFT" COPPER WATER SERVICE EXTENDED 12" ABOVE FINISHED FLOOR LEVEL, PROVIDE CAP AT END. (24"x20" BLOCKOUT)
6. 30" MIN. BURY, PROVIDE TRACER TAPE.
7. MIN. BURY PER LOCAL REQUIREMENTS TO PROTECT AGAINST FREEZING AND DAMAGE.
8. ELECTRICAL STUB UP, (6" DIA BLOCKOUT)
9. 2" FLOOR DRAIN W/ FIELD INSTALLED TRAP SEAL (24" x 20" BLOCKOUT)



24"x20" BLOCKOUT DETAIL "A"

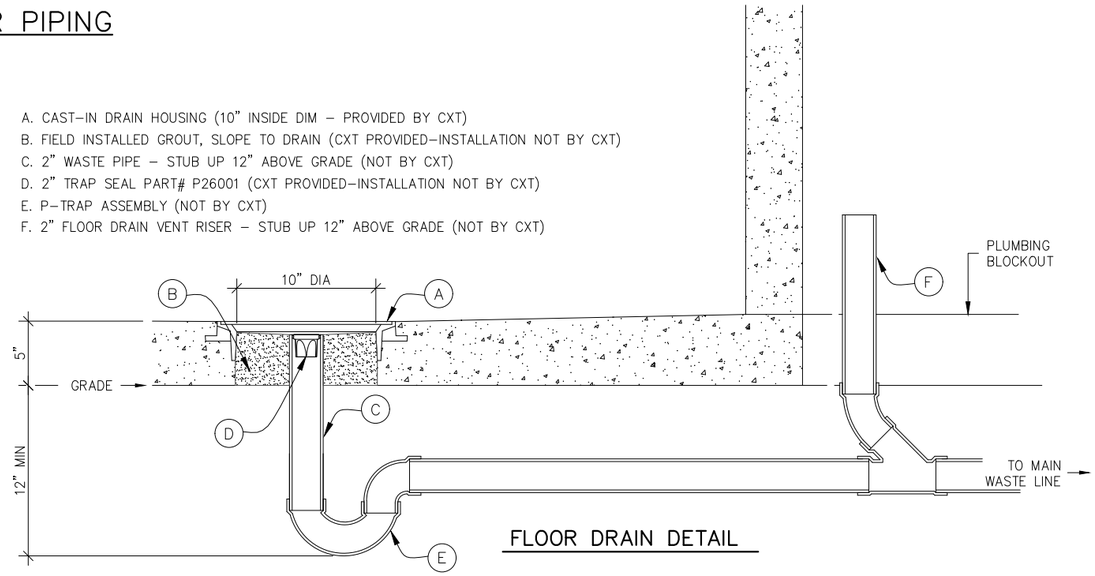


24"x20" BLOCKOUT DETAIL "B"

PIPING LEGEND

- BELOW FLOOR WASTE PIPING SCH 40 PVC ASTM D2665 TYPE DWV
- 1 1/2" TYPE "K OR L" ASTM B88, ANNEALED "SOFT" COPPER WATER SERVICE

A. CAST-IN DRAIN HOUSING (10" INSIDE DIM – PROVIDED BY CXT)
B. FIELD INSTALLED GROUT, SLOPE TO DRAIN (CXT PROVIDED-INSTALLATION NOT BY CXT)
C. 2" WASTE PIPE – STUB UP 12" ABOVE GRADE (NOT BY CXT)
D. 2" TRAP SEAL PART# P26001 (CXT PROVIDED-INSTALLATION NOT BY CXT)
E. P-TRAP ASSEMBLY (NOT BY CXT)
F. 2" FLOOR DRAIN VENT RISER – STUB UP 12" ABOVE GRADE (NOT BY CXT)



FLOOR DRAIN DETAIL

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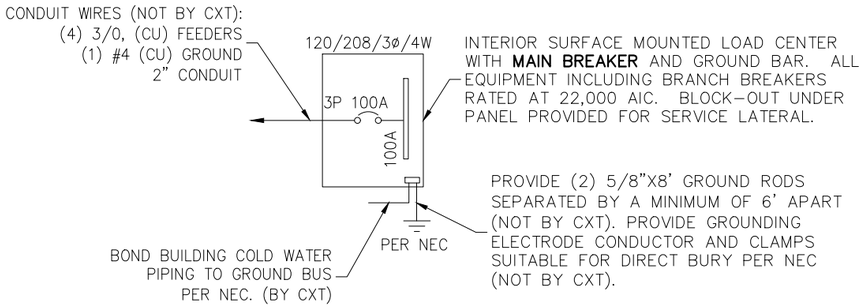
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CHECKED	N. PENNER	PLOT	48

FLOOR DRAIN LOCATIONS & BELOW FLOOR PIPING

DWG NO.	SHEET	REV.
S-19	19 / 24	1



ONE-LINE POWER DIAGRAM
NTS

PANEL SCHEDULE

SURFACE MOUNT — PANEL 120/208V, 3P, 4W — TOTAL CONNECTED VA LOAD 8,418 — TOTAL CALCULATED VA LOAD 8,514

CIRCUIT NO.	DESCRIPTION	OCP	TYPE	LOAD (VA) L1	(VA) L2	(VA) L3	(A)	PH.
1	RESTROOM #1 HAND DRYER	1P/20A*	N	915			7.7	A
3	RESTROOM #2 HAND DRYER	1P/20A*	N		915		7.7	B
5	RESTROOM #3 HAND DRYER	1P/20A*	N			915	7.7	C
7	EEMAX WATER HEATER GFCI OUTLET	1P/20A	R	1,400			11.7	A
9	EEMAX WATER HEATER GFCI OUTLET	1P/20A	R		1,400		11.7	B
11	EEMAX WATER HEATER GFCI OUTLET	1P/20A	R			1,400	11.7	C
13								A
15								B
17								C
19								A
21								B
23								C
25								A
27								B

CIRCUIT NO.	DESCRIPTION	OCP	TYPE	LOAD (VA) L1	(VA) L2	(VA) L3	(A)	PH.
2	BUILDING LIGHTS & FANS	1P/20A	C	383			3.2	A
4	DRINKING FOUNTAIN GFCI	1P/20A	R		370		3.1	B
6	RM#1 & RM#2 RECEPTACLE	1P/20A	R			360	3.0	C
8	RM#3 RECEPTACLE	1P/20A	R	180			1.5	A
10	CHASE RECEPTACLE	1P/20A	R		180		1.5	B
12								C
14								A
16								B
18								C
20								A
22								B
24								C
26								A

NOTE: MAXIMUM ALLOWABLE AIC IS 22K AMPS, PANEL MODIFICATIONS WILL BE REQUIRED (NOT BY CXT) IF TRANSFORMER CAPACITY EXCEEDS 175 KVA.

*PROVIDE LOCKOUT BREAKER (LO) CONFORMING TO NEC 110.25

LOAD	CONNECTED L1	L2	L3		CALCULATED
(C)ONTINUOUS	383	0	0	x1.25	479 VA
(R)EC (1ST 10KVA)	1,580	1,950	1,760	x1.00	5,290 VA
(N)ON-CONTINUOUS	915	915	915	x1.00	2,745 VA
(L)ARGEST MOTOR	0	0	0	x1.25	0 VA
TOTAL LOAD	L1	2,878 VA			2,974 VA
	L2	2,865 VA			2,865 VA
	L3	2,675 VA			2,675 VA
		8,418 VA			8,514 VA
					23.6 AMPS

GENERAL ELECTRICAL NOTES

1. RECESSED JUNCTION BOXES FOR SINGLE DEVICES SHALL HAVE SINGLE GANG MUD RINGS CAST IN CONCRETE WALLS.
2. ALL RECEPTACLES SHALL BE GFCI PROTECTED BY CIRCUIT BREAKERS, OR BY OTHER GFCI RECEPTACLES.
3. ALL CONDUIT SHALL BE SIZED PER NEC., EXPOSED CONDUIT SHALL BE EMT/FMC, RECESSED SHALL BE PVC.
4. INSTALL ALL WIRING IN CONDUIT OR RELATED ENCLOSURES.
5. ALL ELECTRICAL INSTALLATIONS SHALL MEET THE 2023 NATIONAL ELECTRICAL CODE.
6. MINIMUM WIRE SIZE SHALL BE #12 AWG COPPER, THHN INSULATION UNLESS NOTED OTHERWISE.
7. ROUTE ALL CONDUITS IN UTILITY ROOM AT CEILING OR FACE OF WALLS.
8. ELECTRICAL DRAWINGS ARE DIAGRAMMATIC IN NATURE & MAY NOT SHOW EXACT LOCATIONS OF DEVICES. REFER TO WALL PANEL & OTHER DRAWINGS FOR EXACT LOCATIONS OF J-BOXES, ETC..
9. ALL CONDUCTORS AND CABLES MUST BE PROPERLY TERMINATED IN APPROVED BOXES, BEFORE CONNECTING THE CIRCUIT TO THE BREAKER AND BEFORE RECEIVING FINAL INSPECTION APPROVAL IN THE FACTORY
10. PROVIDE CIRCUIT BREAKER LOCKOUT TAB FOR HAND DRYERS.

EXHAUST FAN SCHEDULE							
SYM	MFR	MODEL #	CFM	VOLTS	AMPS	WATTS	NTS.
EF-1	FANTECH	FG-4XL	150	120	0.6	72	1.2

NOTES:
1. FANS LISTED FOR WET LOCATION, CONTROL VIA OCCUPANCY SENSOR.

LIGHTING FIXTURE SCHEDULE			
FIXTURE NUMBER	VOLTAGE	WATTS	DESCRIPTION
A	120	25	**LUMINAIRE VPF84 INTERIOR LIGHT FIXTURE, VPF8-4FT-NODIM-25W-40K-MVOLT-CLP-WHT-WL-2OCC** SURFACE MOUNTED, LED LAMP 4 FT, WRAP AROUND LENS, LOW TEMPERATURE DRIVER, BUILT IN OCCUPANCY SENSOR ACTIVATED W/ ADDITIONAL OCCUPANCY SENSOR FOR FAN CONTROL
B	120	14	**SWOOP 610 LED EXTERIOR LIGHT, YWP610-14W HP-3500K-120-CP-BRZ-CAB/PC** EXTERIOR, VANDAL RESISTANT, WALL MOUNTED, 14 WATT, CLEAR PRISMATIC LENS, BUILT IN PHOTOELECTRIC CONTROL
C	120	25	**LUMINAIRE VPF84 INTERIOR LIGHT FIXTURE, VPF8-4FT-NODIM-25W-40K-MVOLT-CLP-WHT-WL** SURFACE MOUNTED, LED LAMP 4 FT, WRAP AROUND LENS, LOW TEMPERATURE DRIVER, WALL SWITCH CONTROL.
D	120	25	**LUMINAIRE VPF8 INTERIOR LIGHT FIXTURE, VPF8-4FT-NODIM-25W-40K-MV-CLP-WHT-WL-OCC** SURFACE MOUNTED, LED LAMP 4 FT, WRAP AROUND LENS, LOW TEMPERATURE DRIVER, BUILT IN OCCUPANCY SENSOR ACTIVATED

NOTE : THE SOURCE OF EFFICACY OF EXTERIOR LIGHTING IS TO BE A MINIMUM OF 45 LUMENS PER WATT.

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ELECTRICAL NOTES, DETAIL, & SCHEDULE

DWG NO.	SHEET	REV.
S-22	22/24	1

SEND COMPLETE APPLICATIONS TO
BUILDSAFE@SPCITY.ORG

BUILDING PERMIT APPLICATION

City of Santa Paula Building & Safety Division
200 S. Tenth St, Santa Paula, CA 93060
(805) 933-4218

PERMIT NO
PROJECT VALUATION*

PROPERTY INFORMATION

PROJECT ADDRESS	APN	TRACT	LOT	UNIT NO
300-310 S. Steckle Dr. Santa Paula, CA	102-0-221-180			
PROPERTY OWNER NAME	**PHONE**	**EMAIL**		
City of Santa Paula Projects	(805) 671-9811			

All general contractors, sub-contractors, architects, engineers, designers, and others conducting business with the city of Santa Paula are required to maintain a current business license. For more information contact Business Licensing at (805) 933-4211

CONTACT INFORMATION

APPLICANT NAME	PHONE	E-MAIL		
Greg Barnes c/o RWC Christina Grina	(805) 671-9811	christina@rwc-llc.com		
APPLICANT ADDRESS	**CITY**	**ST**	**ZIP**	**ST LIC NO**
P.O. Box 1025	Santa Paula	CA	93061	
CONTRACTOR/COMPANY NAME	**PHONE**	**E-MAIL**		
COMPANY ADDRESS	**CITY**	**ST**	**ZIP**	**ST LIC NO**
ARCHITECT/ENGINEER/COMPANY NAME	**PHONE**	**E-MAIL**		
COMPANY ADDRESS	**CITY**	**ST**	**ZIP**	**ST LIC NO**

PROJECT INFORMATION – CHECK ALL THAT APPLY

☑ BUILDING	EXISTING DWELLING SQUARE FOOTAGE 431	EXISTING GARAGE SQUARE FOOTAGE NA	NO OF STORIES 1

SCOPE OF WORK
Demolition of existing Toilet Room Bldg., removal and re-compaction of new site for prefabricated Toilet Room Bldg. comprising: 228 square feet, 3 units and ADA compliant. All existing utilities to be relocated to new location. Installation to include continuous concrete perimeter pathway.

☐ ROOF PERMITS — CLASS "A" Only | LIFT & RESET | OVERLAY | NO EXIST LAYERS

ROOF TYPE 1	UNDERLAYMENT	LAYERS	WT	PITCH	SQS	ROOF TYPE 2	UNDERLAYMENT	LAYERS	WT	PITCH	SQS
METAL				IN 12 IN		METAL				IN 12 IN	

☑ MECHANICAL — INDICATE NUMBER OF MECHANICAL ITEMS BELOW:

REFRIGERATION	LF DUCTS	CONDENSERS	SEER	FURNACE BTU	GAS OULETS	EVAP COOLER	AIR HANDLER	EX FANS	HOODS	OTHER
								3		3

☑ ELECTRICAL — INDICATE NUMBER OF ELECTRICAL ITEMS BELOW:

SERV PNLS		SUB PNLS		TEMP POWER				MOTORS		GENERATORS		TRNSFRMRS		OUTLETS		SWITCHES		LIGHTS	
NO	AMPS	NO	AMPS		NO	POLE MTD AMPS	PED MTD AMPS	NO	HP	NO	WATTS	NO	kVA	NO		NO		NO	
1				MAIN	1									POOLS/SPAS		CLG FANS		WH FANS	
				SUB										NO		NO		NO	

☐ PHOTOVOLTAIC SYSTEMS

TYPE	DC KW	NO MOD	NO INVRTRS		NO COMB PNLS	NO TRNS SWITCHES	NO ENERGY STORGE SYS	NO DISCNCTS
			MICRO	CS				
ROOF MTD								

☐ SIGNS

SIZE	AREA	SIZE	AREA
WALL		WALL	
WALL		WALL	
WALL		WALL	

☑ PLUMBING — INDICATE NUMBER OF APPLICABLE PLUMBING FIXTURES BELOW:

KIT SINK	DISH WSHR	GARB DISP	LNDRY WSHR	LNDRY TRAY	BATHRM SINK	TOILET	URINAL	TUB	SHOWER PAN	WATER SOFT
					3	3				
WTR HTR	**FLOOR SK**	**MOP/UT SINK**	**GREASE TRP**	**WATER SRVC**	**SEWER SRVC**	**HOSE BIBS**	**BK FLOW**	**POOL/ SPA**	**GAS OUTLET**	**OTHER**
					1					

AUTHORIZATION

Executed at the city of Santa Paula

I certify that I have read this application and declare under perjury that the information contained herein is true, correct and complete. I agree to comply with all city and county ordinances and state laws relating to building construction and hereby authorize representatives of the city to enter upon the above mentioned property for inspection purposes. I am the owner of the structure listed on this permit or I represent the owner and am acting with the owner's full knowledge and consent.

Christina Grina
PRINT NAME

SIGNATURE

RWC Project Manager
TITLE

06/04/2024
DATE

* Valuation is the cost of all labor and materials. Labor must be estimated even if work is done by the property owner.

CONSTRUCTION NOTES

1. THE CONTRACTOR SHALL VERIFY ON SITE ALL DIMENSIONS PRIOR TO STARTING WORK. THE DESIGNER/ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES PRIOR TO PROCEEDING.
2. UNLESS OTHERWISE NOTED OR SHOWN, ALL PHASES OF WORK ARE TO CONFORM TO THE MINIMUM STANDARDS OF THE CALIFORNIA BUILDING CODE (LATEST GOVERNING EDITION), LOCAL BUILDING CODES AND THOSE ASTM SPECIFICATIONS UPON WHICH THE STANDARDS ARE BASED. WHERE CONFLICTS BETWEEN BUILDING CODES AND SPECIFICATIONS OCCUR, THE MOST STRINGENT REQUIREMENTS SHALL GOVERN.
3. ALL ASTM DESIGNATIONS REFERRED TO ON THESE DRAWINGS SHALL BE THE LATEST ADOPTED OR REVISED SPECIFICATIONS.
4. ALL DIMENSIONS TO TAKE PRECEDENCE OVER SCALE SHOWN ON PLANS, SECTIONS AND DETAILS.
5. NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.
6. THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE, UNLESS OTHERWISE NOTED OR SHOWN. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK TO COMPLETION OF THE PROJECT, AS INDICATED IN THE CONTRACT DOCUMENTS, AND HE SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS AND PROCEDURES.
7. DETAILS; CONDITIONS NOT SPECIFICALLY DETAILED SHALL BE CONSTRUCTED THE SAME AS SIMILAR CONDITIONS DETAILED AND/OR INDICATED ON THE PLANS.
8. NAILING; NAILING NOT SHOWN ON THE PLANS SHALL BE IN ACCORDANCE OF GOVERNING BUILDING CODES.
9. PROVIDE ALL TEMPORARY BRACING, SHORING AND GUYING TO AVOID EXCESSIVE STRESSES ON STRUCTURAL ELEMENTS, AND TO HOLD STRUCTURAL ELEMENTS IN PLACE DURING ERECTION.
10. CONTRACTOR SHALL INVESTIGATE SITE DURING CLEARANCE AND EARTHWORK OPERATIONS OR FILLED EXCAVATIONS OR BURIED STRUCTURES, SUCH AS CESSPOOLS, CISTERNS, FOUNTAINS, ETC. IF ANY SUCH STRUCTURES ARE FOUND, THE STRUCTURAL ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
11. DO NOT CUT OR TRIM ANY TREES ON THE PROPERTY UNLESS OTHERWISE NOTED OR DIRECTED BY DESIGNER AND OWNER. AVOID FILLING OR CUTTING AROUND EXISTING TREES TO REMAIN. PROTECT THESE TREES WITH BARRIERS DURING CONSTRUCTION.
12. CONSTRUCTION MATERIALS SHALL BE SPREAD OUT IF PLACED ON FRAMED ROOF. LOAD SHALL NOT EXCEED DESIGN LIVE LOAD FOR EACH PARTICULAR LEVEL.
13. CONTRACTOR SHALL PROTECT THE ADJOINING PROPERTY DURING EXCAVATION. PROTECTION SHALL BE SUCH THAT ANY EARTH OF THE ADJOINING PROPERTY WILL NOT CAVE-IN OR SETTLE.
14. THE CONTRACTOR SHALL NOTIFY THE "OWNER" OF ANY CONDITION REQUIRING MODIFICATION OR CHANGE, BEFORE PROCEEDING WITH WORK.
15. ALL CONSTRUCTION TO PROVIDE A WATERPROOFED AND WEATHER TIGHT SEAL. CONTRACTOR SHALL SEAL AS NECESSARY TO ACHIEVE THIS REQUIREMENT USING APPROVED METHODS AND MATERIALS AND FOLLOWING ALL PRODUCT MANUFACTURERS INSTRUCTIONS.
16. ANY ENGINEERING DESIGN PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW SHALL BEAR THE SEAL OF AN ENGINEER REGISTERED IN THE STATE OF CALIFORNIA.
17. CONTRACTOR SHALL VERIFY IN THE FIELD ALL EXISTING CONDITIONS SHOWN ON THE DRAWINGS PRIOR TO COMMENCEMENT OF WORK.
18. NO POTABLE WATER MAY BE USED FOR COMPACTION OR DUST CONTROL PURPOSES IN CONSTRUCTION ACTIVITIES WHERE THERE IS A REASONABLE AVAILABLE SOURCE OF RECLAIMED WATER OR OTHER SUB-POTABLE WATER APPROVED BY THE VENTURA COUNTY HEALTH DEPARTMENT & APPROPRIATE FOR SUCH USE. ORD 3522, SECTION 6(K).
19. ALL HOSES USED FOR ANY CONSTRUCTION ACTIVITIES SHALL BE EQUIPPED WITH A SHUT OFF NOZZLE. WHEN AN AUTOMATIC SHUT OFF CAN NOT BE PURCHASED OR OTHERWISE OBTAINED FOR THE SIZE & TYPE OF HOSE IN USE, THE NOZZLE SHALL BE AN AUTOMATIC SHUT OFF NOZZLE. ORD 3522 6(K).
20. COPPER WATER LINES SHALL BE TYPE "L" MIN. PLUMBING FIXTURES AND PLUMBING FITTINGS SHALL MEET THE FOLLOWING STANDARDS TO ACHIEVE A 20% REDUCTION IN BASELINE USE PER CALIFORNIA GREEN BUILDING STDS.
    A. WATER CLOSET=1.28 GALLONS PER FLUSH MAX.
    B. SHOWERHEAD=2.0 GPM MAX.
    C. LAVATORY FAUCETS=1.5 GPM MAX
    D. SINK FAUCETS=1.8 GPM MAX
21. FIRE BLOCK STUD WALLS (@ 10' INTERVALS/HORIZ. & VERT), ENCLOSED AND CONCEALED SPACES, AND AT OPENINGS AROUND VENTS, PIPES, DUCTS, CHIMNEYS,ATTIC AND CHIMNEY CHASE, STAIR STRINGERS, AND SIMILAR PLACES AT CEILING AND FLOOR LEVELS CRC R302.11
22. AFTER COMMENCEMENT OF WORK, ANY FAULTS IN CONSTRUCTION DUE IN PART TO ERRORS IN THE CONSTRUCTION DOCUMENTS, SHALL BE CORRECTED BY CONTRACTOR OR SUBCONTRACTOR.
23. AFTER COMMENCEMENT OF WORK, ANY DELAYS, PROBLEMS OR FAULTS IN CONSTRUCTION DUE IN FULL OR PART TO ERRORS OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE PERSON RESPONSIBLE FOR PREPARING THE CONSTRUCTION DOCUMENTS. THE LIABILITY FOR ERRORS AND OMISSIONS IN THE CONSTRUCTION DOCUMENTS SHALL NOT EXCEED ANY FEES PAID TO THE THE PERSON RESPONSIBLE FOR PREPARING THE CONSTRUCTION DOCUMENTS.
24. ALL DUCT SYSTEMS FOR HVAC ARE TO BE SIZED PER ACCA 29-D (MANUAL D) OR EQUIVALENT. ALL HVAC SYSTEM EQUIPMENT TO BE SELECTED ACCORDING TO ACCA 36-S(MANUAL S) OR EQUIVALENT. ALL HVAC SYSTEMS ARE TO BE INSTALLERS AND TO BE TRAINED AND CERTIFIED IN THE PROPER INSTALLATION OF HVAC SYSTEMS.

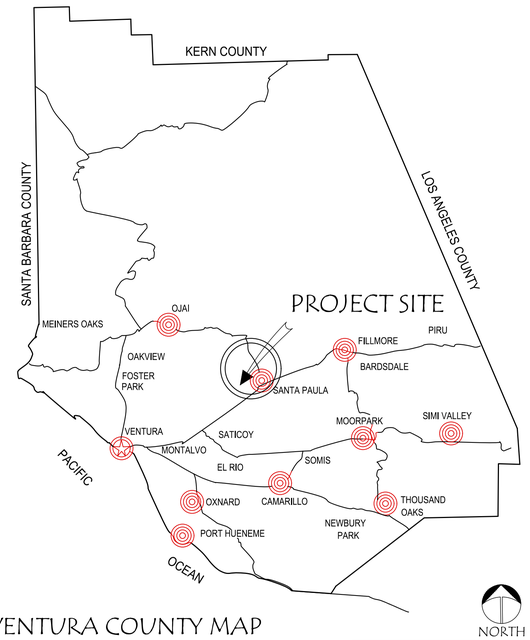
FIRE DEPARTMENT NOTES

1. INSTALL AUTOMATIC FIRE SUPPRESSION SYSTEM IN ACCORDANCE WITH V.C.F.D. STD. 14.7.1
2. ALL CONSTRUCTION TO COMPLY WITH HIGH FIRE HAZARD REQUIREMENTS PER VCBC SEC. CBC CHAPTER 7A FDP 22
3. ADDRESS:

    (a) THE ADDRESS SHALL BE VISIBLE AND LEGIBLE FROM THE STREET OR FRONTAGE ROAD.
    (b) THE ADDRESS NUMBERS SHALL BE OF MINIMUM FOUR INCHES (4") IN HEIGHT.
    (c) THE ADDRESS NUMBERS SHALL BE CONTRASTING COLORS TO THEIR BACKGROUND.BRASS OR GOLD NUMBERS SHALL NOT BE POSTED. (ADDRESS NUMBERS ON CURB ARE NOT ACCEPTABLE).
    (d) PERMANENT ADDRESS NUMBERS SHALL BE PROVIDED ON THE MAILBOX OR ON A PERMANENT SIGN OR POST ADJACENT TO THE DRIVEWAY ENTRANCE OF A FLAG LOT.
4. NO PERSON MAY TAP INTO ANY FIRE HYDRANT FOR ANY PURPOSE OTHER THAN FIRE SUPPRESSION OR EMERGENCY AID WITH OUT FIRST OBTAINING WRITTEN APPROVAL FROM THE WATER PURVEYOR SUPPLYING WATER TO THE HYDRANT & FROM THE CITY/COUNTY HEALTH DEPARTMENT. ORD 3522, SECTION 6(L).

SOILS NOTES

1. SOIL COMPACTION REPORT SHALL BE PROVIDED TO THE BUILDING INSPECTOR AT THE JOB SITE PRIOR TO PLACEMENT OF CONCRETE FOR THE FOUNDATION.
2. SOIL ENGINEER SHALL INSPECT FOUNDATION PRIOR TO PLACEMENT OF CONCRETE FOR THE FOUNDATION. EVIDENCE OF SUCH INSPECTION SHALL BE PROVIDED TO THE BUILDING INSPECTOR AT FOUNDATION INSPECTION.



VENTURA COUNTY MAP

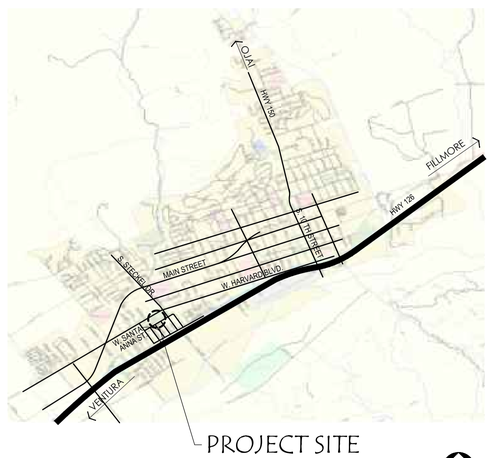
NORTH

NTS

SHEET INDEX:

#	SHEET NO.	DESCRIPTION	SCALE
		ARCHITECTURAL	
1	A 0.0	PROJECT DATA, VIC. MAP & COUNTY MAP	NTS
2	A 1.0	SITE PLAN	AS NOTED
3	A 1.1	SITE PLANS & FEMA FLOOD MAP	AS NOTED
4	A 2.0	FLOOR PLAN, ROOF, BUILDING & INTERIOR ELEVATIONS	1/4"= 1'-0" 1/4"= 1'-0"
		STRUCTURAL	
5	S-01	COVER SHEET & PANEL MARK NO. KEY PLAN	1/2"= 1'-0"
6	S-02	WALL PANELS	1/2"= 1'-0"
7	S-03	WALL PANELS- CONTINUED	1/2"= 1'-0"
8	S-04	FLOOR SLAB	1/2"= 1'-0"
9	S-05	FOUNDATION DETAILS	
10	S-06	FLOOR DRAIN LOCATIONS & BELOW FLOOR PIPING	
		ADDITIONAL	
11	MM-1	MANDATORY MEASURES	NTS
12	MM-2	MANDATORY MEASURES	NTS

CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA CRC R301.2					
SEISMIC DESIGN CRITERIA	BASIC WIND SPEED (mph)	GROUND SNOW LOAD (psf)/ELEVATION(ft.)	CLIMATE ZONE	FLOOD ZONE DESIGNATION	DESIGN FLOOD ELEVATION
D	93 mph	NA	9		NA



VICINITY MAP

CITY OF SANTA PAULA

NORTH

NTS

PROJECT DATA:

PROPERTY OWNER:	CITY OF SANTA PAULA TEAGUE PARK
OWNER ADDRESS:	300-310 STECKEL DRIVE SANTA PAULA, CA 93060
PROJECT ADDRESS:	300-310 STECKEL DRIVE SANTA PAULA, CA 93060
APN:	102-0-221-180
LOT SIZE:	6 ACRES (261,360 SQ. FT.)
ZONING:	OPR (OPEN SPACE - PARKS & RECREATION) ADJACENT NEIGHBOR C-G (GEN. COM.) & R-1 (SINGLE FAMILY RESIDENTIAL)
FLOOD ZONE:	X
BUILDING SQUARE FOOTAGE:	228 SQ.FT.
BUILDING HEIGHT:	11'-4" (MAX. ALLOWABLE 45')
NUMBER OF STORIES:	1 NO. (MAX. ALLOWABLE 3 NO.)
DESCRIPTION OF USE:	TOILET ROOM BUILDING
BUILDING OCCUPANCY:	NA
TYPE OF CONTRUCTION:	TYPE III
HIGH FIRE SEVERITY ZONE:	URBANIZED/DEVELOPED AREAS OUTSIDE OF HAZARD ZONES
SPRINKLERS:	NO

LEGAL DESCRIPTION:
CITY OF SANTA PAULA, VENTURA COUNTY ASSESSOR'S MAP, PORTION LOT 31, BK 102, PG. 22, V.C.O.M., VOL.1, PG. 29 RANCHO SANTA PAULA Y SATICOY, M.R. BK. A, PG. 290.

SCOPE OF WORK:

DEMOLITION OF EXISTING TOILET ROOM BUILDING, REMOVAL AND RE-COMPACTION OF NEW SITE LOCATION FOR NEW PREFABRICATED TOILET ROOM BUILDING. ALL EXISTING UTILITIES TO BE RELOCATED TO NEW LOCATION. NEW PRE-FABRICATED 3 UNIT ADA COMPLIANT TOILET ROOM SUPPLIED BY PUBLIC RESTROOM COMPANY MODEL NO. PS-033, PLAYGROUND SERIES. INSTALLATION TO INCLUDE CONTINUOUS PERIMETER CONCRETE PATHWAY.

CONSULTANTS:

DESIGN
Christina Grina, Architect #28080
Robert William Co., LLC
P.O. Box 1025
Santa Paula, CA 93061
(805) 625-1144
christina@rwc-llc.com

STRUCTURAL ENGINEER
WILLIAM RICHARD HEIDEN III, P.E. #74138
Public Restroom Company, Engineering Dept.
8600 Technology Way
Reno, NV 89521
(888)888-2060

CODE COMPLIANCE

THIS PROJECT SHALL COMPLY WITH TITLE 24 AND 2022 CALIFORNIA UNIVERSAL BUILDING CODE (UBC), CALIFORNIA MECHANICAL CODE (CMC), CALIFORNIA ELECTRICAL CODE (CEC), CALIFORNIA ENERGY CODE (CEnC) (R101.1.1CRC), CALGREEN CODE, AND ALL CITY OF SANTA PAULA LOCAL CODES AND ORDINANCES.

TITLE SHEET

LICENSED ARCHITECT
CHRISTINA GRINA
C - 28080
8/31/25
STATE OF CALIFORNIA

RWC

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA CA. 93061
PHONE: (805) 525-6400 FAX: (805) 933-9540

CONSULTANT:

PROJECT:
TEAGUE PARK
NEW TOILET ROOMS
BUILDING

CLIENT:
CITY OF SANTA PAULA
300-310 STECKEL DRIVE
SANTA PAULA, CA 93060

#	Revision	Date

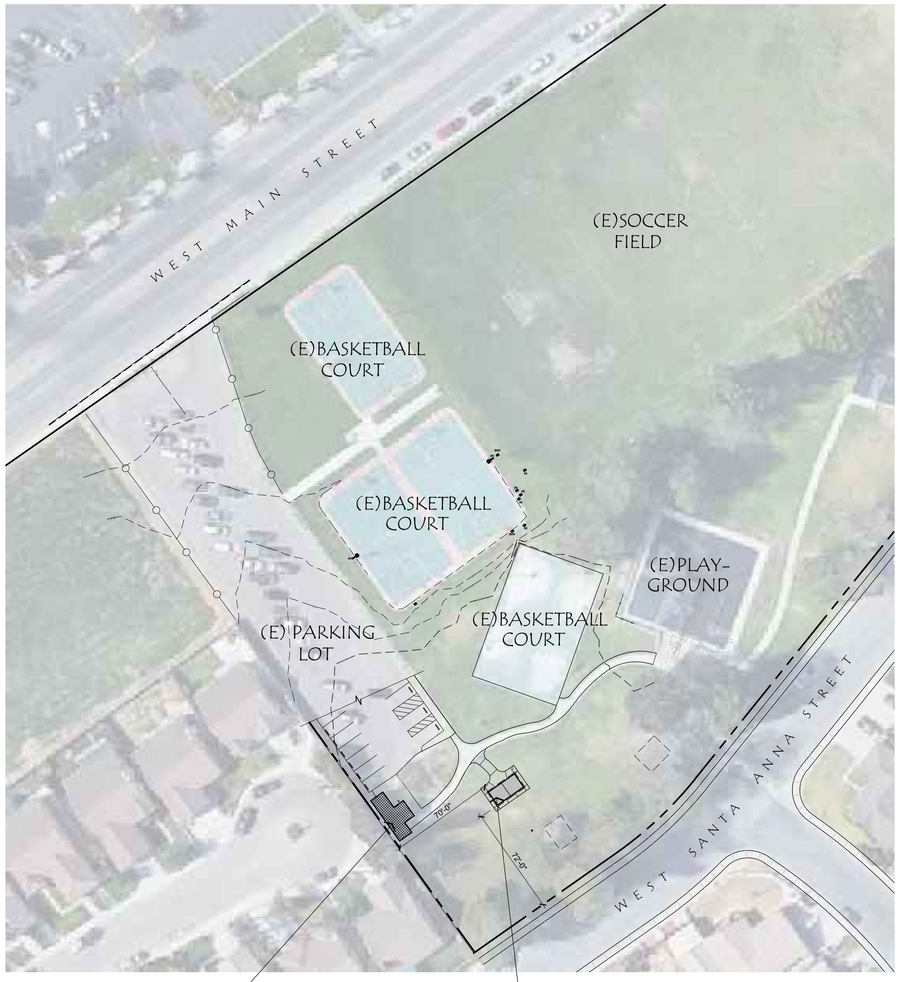
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Drawn by: CMG

Date: 06/05/2024

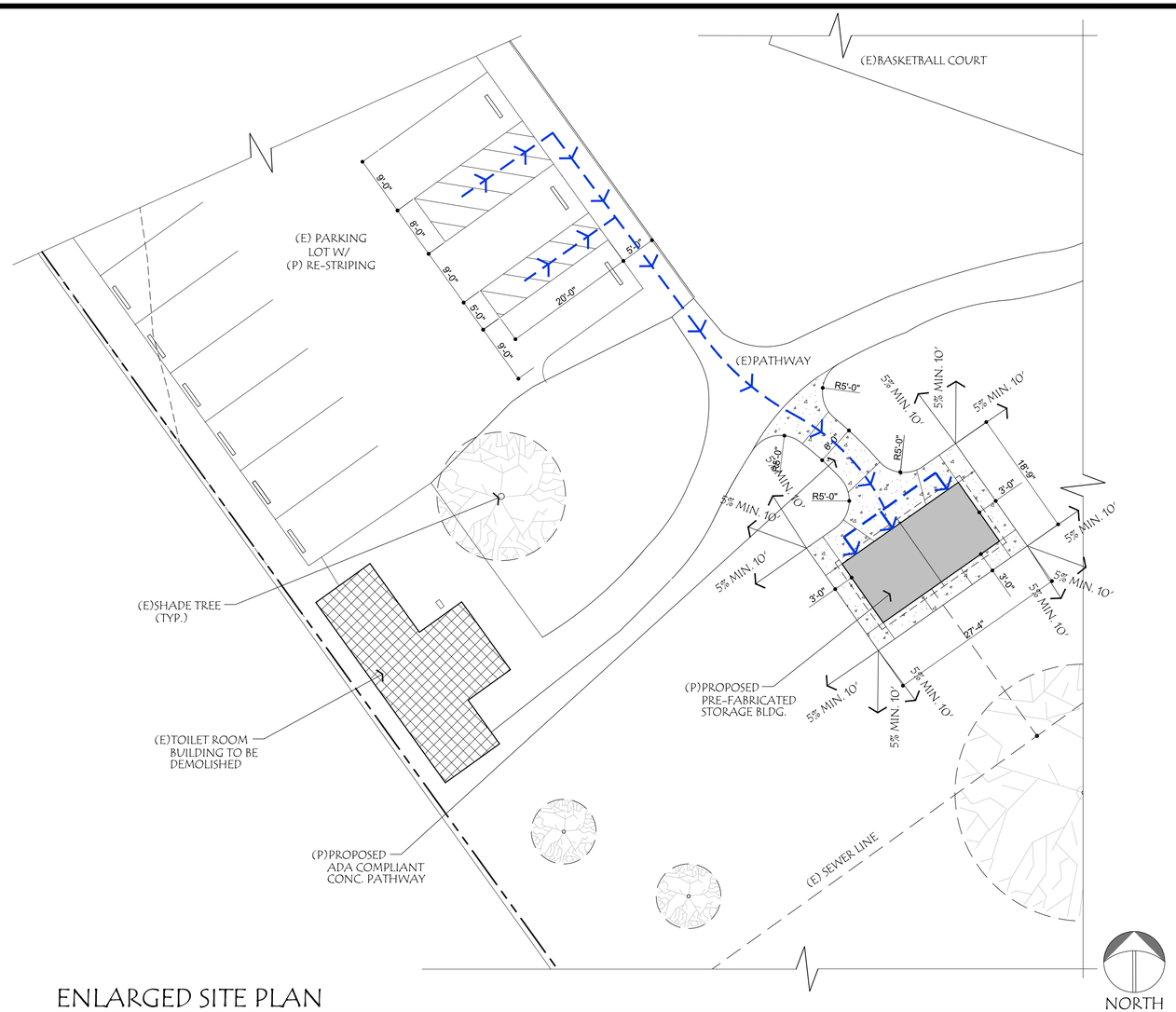
Job # 10504.019

Sheet: A0.0
SHEET 1 OF 12 SHTS



OVERALL SITE PLAN

SCALE: 1" = 30'



ENLARGED SITE PLAN

SCALE: 1" = 10'

LEGEND:

- (E) TOILET ROOM BLDG.
- (P) PROPOSED NEW TOILET ROOM BLDG.
- (P) PROPOSED NEW CONC. WALKWAY
- SEWER LINE
- PROPERTY LINE
- ADA PATH OF TRAVEL
- EXISTING TREES TO REMAIN

PATH OF TRAVEL (POT) STATEMENT:

A COMMON BARRIER FREE ACCESSIBLE ROUTE FROM THE PUBLIC SIDEWALK AND FROM THE NEAREST DISABLED PARKING SPACES THROUGH PRIMARY ENTRANCE OF THE BUILDING TO THE SPECIFIC AREA OF ALTERATION OR ADDITION AND INTO THE ACCESSIBLE TOILETS SERVING THE ALTERATION OR ADDITION.

- AT LEAST 48" WIDE (CBC 11B-403.3.1; FOR TURNS AND PASSING SPACES SEE 403.5.2 & 403.3.3)WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING $\frac{1}{2}$ BEVELED AT 1:2 MAXIMUM SLOPE, EXCEPT THAT LEVEL CHANGES DO NOT EXCEED $\frac{1}{4}$" VERTICAL (CBC 11B-403.4 AND 11B-303.3)
- THE PATH SURFACE IS SLIP RESISTANT, STABLE, FIRM AND SMOOTH,
- PASSING SPACES AT LEAST 60" x 60" ARE LOCATED NOT MORE THAN 200' APART,
- CONTINUOUS GRADIENTS HAVE 60" LEVEL AREAS NOT MORE THAN 400' APART,
- CROSS SLOPE DOES NOT EXCEEED 2%,
- SLOPE IN THE DIRECTION OF TRAVEL IS LESS THAN 5% UNLESS OTHERWISE INDICATED AS A RAMP.
- MAINTAIN POT FREE OF OVERHANGING OBSTRUCTIONS TO 80" MAXIMUM (CBC 11B 204.1 & 11B-307.4), PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM WALL OR EDGE AND 27" ABOVE FINISH GRADE.

SITE PLANS

LICENSED ARCHITECT
CHRISTINA GRINA
C - 28080
Christina Grina
8/31/25
STATE OF CALIFORNIA

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Drawn by: CMG
Date: 06/05/2024
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Sheet: A1.0
SHEET 2 OF 12 SHTS



SITE PLAN-FLOOD MAP

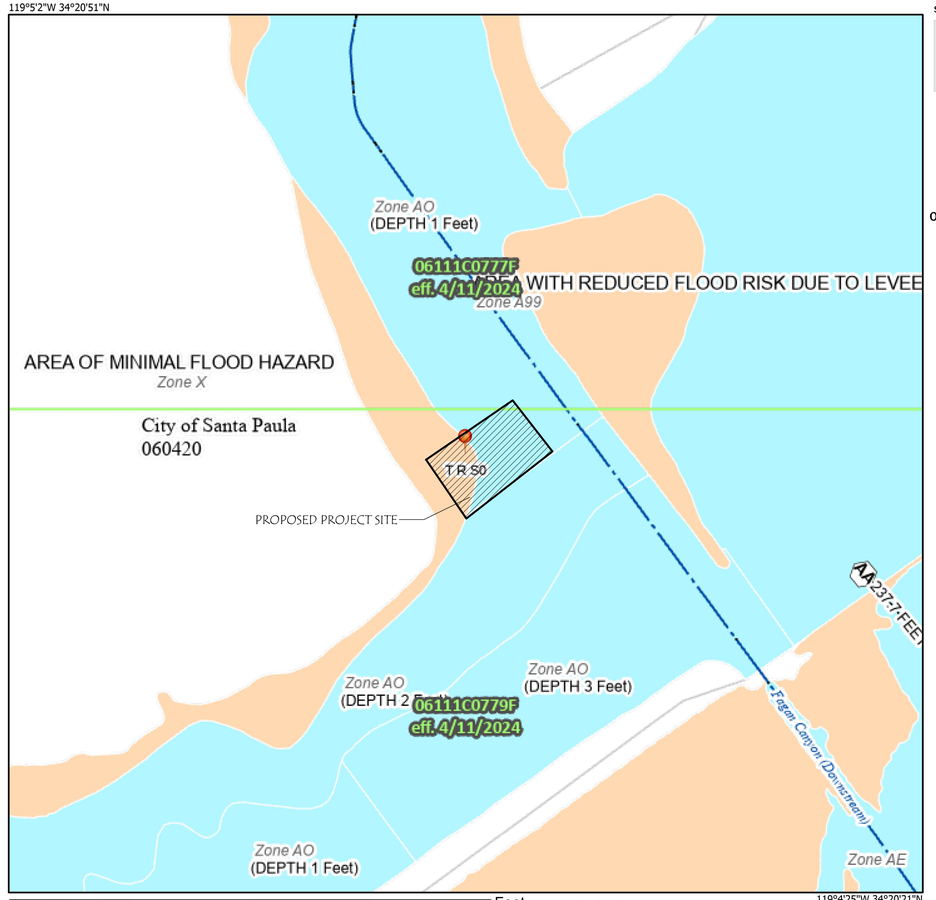
NORTH

SCALE: 1" = 30'

National Flood Hazard Layer FIRMette

FEMA

119°5'2"W 34°20'51"N



Basemap Imagery Source: USGS National Map 2023

Legend

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

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

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 5/14/2024 at 12:50 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

FEMA FLOOD MAP

NORTH

NTS

SITE PLAN & FEMA FLOOD MAP

LICENSED ARCHITECT
CHRISTINA GRINA
C - 28080
8/31/25
STATE OF CALIFORNIA

RWC

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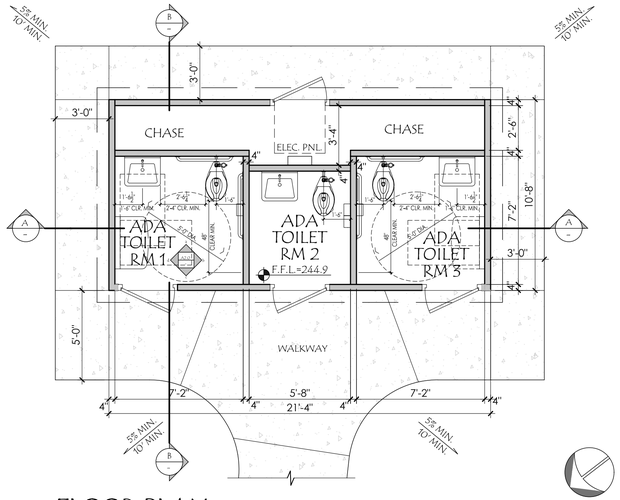
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Job # 10504.019

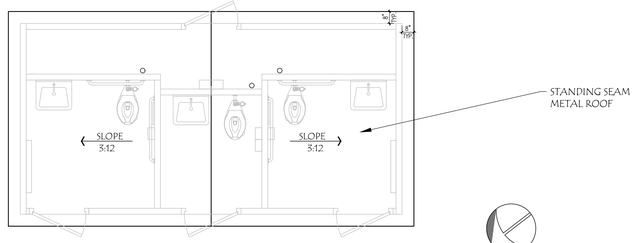
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SHEET 3 OF 12 SHTS



FLOOR PLAN

NORTH

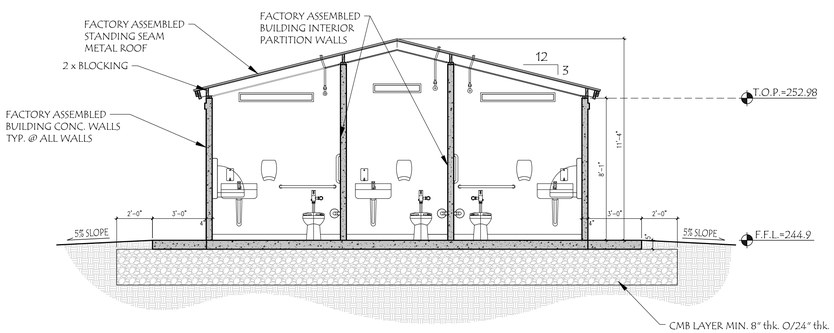
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ROOF PLAN

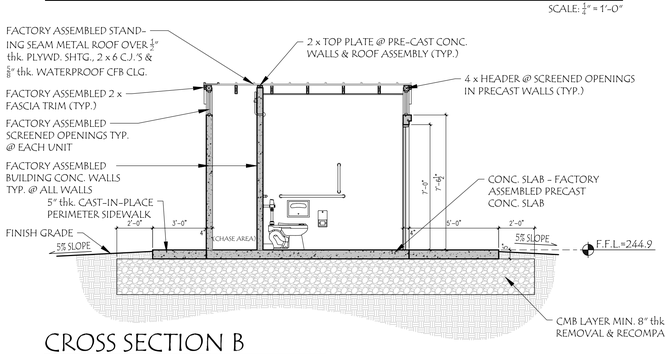
NORTH

SCALE: $\frac{1}{4}$" = 1'-0"



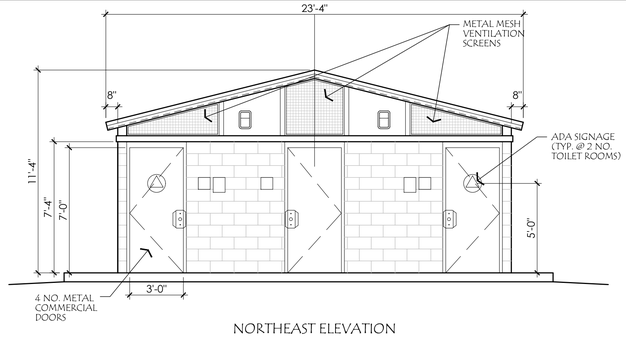
LONGITUDINAL SECTION A

SCALE: $\frac{1}{4}$" = 1'-0"

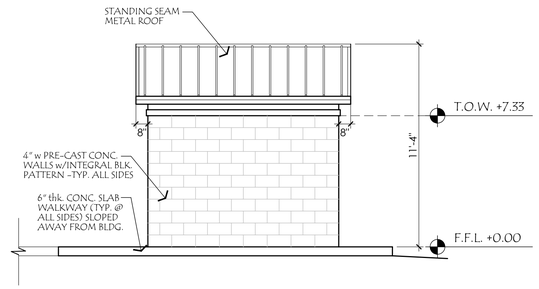


CROSS SECTION B

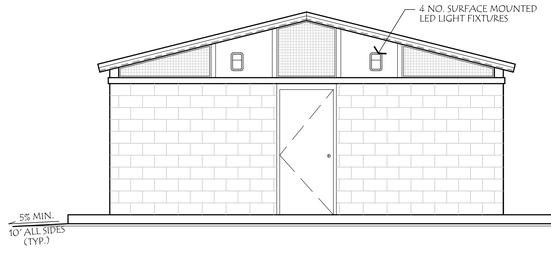
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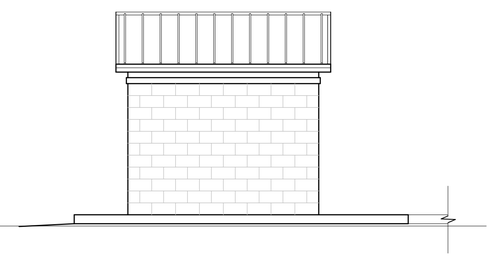
NORTHEAST ELEVATION



NORTHWEST ELEVATION



SOUTHEAST ELEVATION



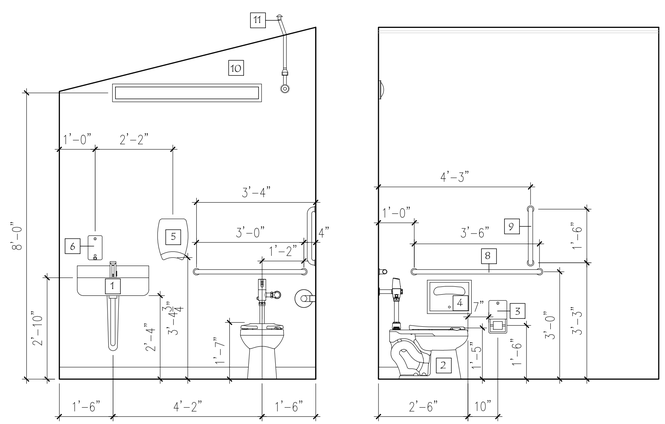
SOUTHWEST ELEVATION

EXTERIOR ELEVATIONS

SCALE: $\frac{1}{4}$" = 1'-0"

KEY NOTES:

1. VIT. CHINA LAVATORY w/PIPE INSULATION
2. VIT. CHINA WATER CLOSET
3. ST. ST. TOILET TISSUE DISPENSER
4. ST. ST. TOILET SEAT COVER DISPENSER
5. ST. ST. SANIFLOW HAND DRYER
6. ST. ST. SOAP DISPENSER
7. BABY CHANGING TABLE
8. 1½" DIA. ST. ST. HORIZ. GRAB BAR
9. 1½" DIA. ST. ST. VERTICAL GRAB BAR
10. VANDAL RESISTANT WALL HUNG WET LOCATION 4' LED LIGHT FIXTURE OCCUPANCY SENSOR ACTIVATED
11. MOTION CONTROLLED EXHAUST FAN
12. SCREEN MESH PANEL
13. METAL DOOR w/CLOSURE



INTERIOR ELEVATIONS

SCALE: $\frac{1}{2}$" = 1'-0"

FLOOR PLAN, ROOF PLAN, BUILDING. & INTERIOR ELEVATIONS

LICENSED ARCHITECT
CHRISTINA GRINA
C- 28080
8/31/25
STATE OF CALIFORNIA

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BUILDING

CLIENT:
CITY OF SANTA PAULA
300-310 STECKEL DRIVE
SANTA PAULA, CA 93060

#	Revision	Date

Scale: AS NOTED

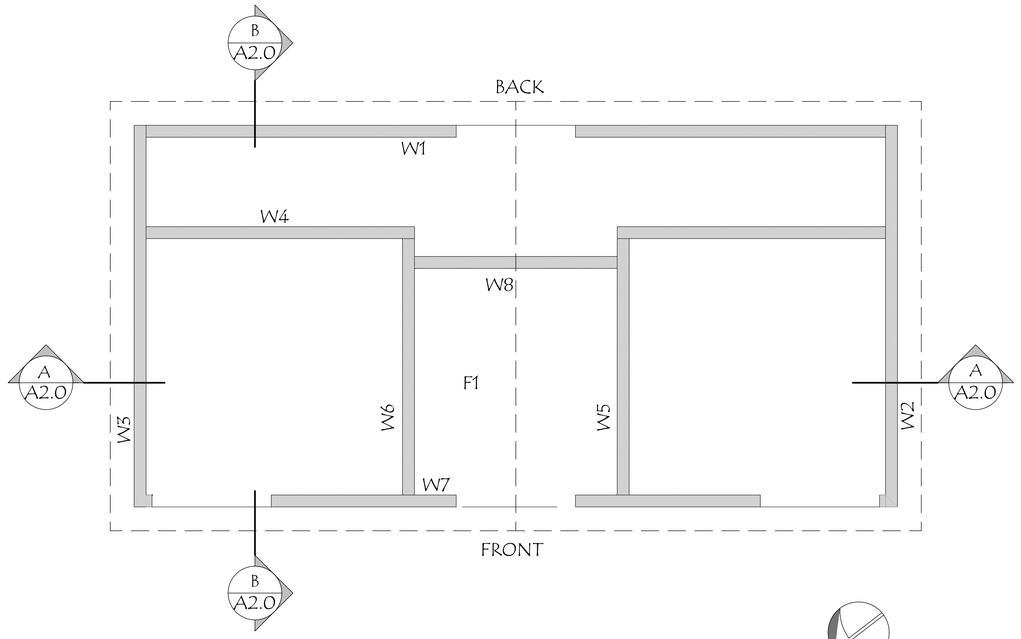
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06/05/2024

Job # 10504.019

Sheet: A2.0

SHEET 4 OF 12 SHTS



PANEL MARK NO. KEY PLAN

NORTH

SCALE: 1/2" = 1'-0"

INDEX OF DRAWINGS:

NO.	TITLE
S-01	COVER SHEET
S-02	WALL PANELS
S-03	WALL PANELS-CONTINUED
S-04	FLOOR SLAB
S-05	FOUNDATION DETAIL & NOTES
S-06	FLOOR DRAIN LOCATIONS & BELOW FLOOR PIPING

NOTES:

1. BUILDING IS DESIGNED TO COMPLY WITH THE 2022 CALIFORNIA BUILDING STANDARDS CODE (CBSC).
2. DESIGN COMPLIES WITH THE PROVISIONS OF THE 2019 CBSC CODE FOR THE FOLLOWING LOADS:
   - GROUND SNOW LOAD = 10
   - PSF FLOOR LOAD = 400 PSF
   - IBC DESIGN SPECTRAL RESPONSE S1 = 1.507, S2= 1.389
   - SITE CLASS D
   - RISK CATEGORY: II
   - SEISMIC DESIGN CATEGORY: E
   - BEARING WALL SYSTEM R = 4.0
   - BASIC WIND SPEED = 150 MPH (3-SECOND GUST)
   - WIND EXPOSURE C
3. CONSTRUCTION TYPE: V-B
   OCCUPANCY: U
   FIRE RATING: EXTERIOR WALLS: 1-HR RATED PER IBC TABLE 721.1(2), ITEM 4-1.1 MINIMUM FIRE SEPARATION DISTANCE: 10'
4. CONCRETE STRENGTH f'_{ci} = 2500 PSI INITIAL f'_c = 5000 PSI FINAL AIR ENTRAINMENT 6% ± 1 1/2% IN PLASTIC CONCRETE. REINFORCING STEEL: #3 GRADE 40, #4 AND LARGER GRADE 60 MINIMUM LAP 18" AT SPLICES. TIE BARS WITH DOUBLE ANNEALED 16 GA IRON WIRE. REINFORCING TO BE PLACED IN CENTER OF PANEL UNO. WELDED WIRE FABRIC(W.W.F.): 4 x 4 x W8 x W8, Fy=65 KSI (OR EQUIVAL). COMPLY WITH ASTM A82, SMOOTH WIRE, MIN. LAP 2 SQUARES.
5. EMBEDDED ITEMS IDENTIFIED ON DRAWINGS (i.e. PS-2, R301) REFER TO CXT STANDARD EMBEDMENT CATALOG.
6. BACK OF PANELS TO HAVE SMOOTH TROWEL FINISH UNO. 6. ALL SURFACES TO BE TEXTURED ARE NOTED ON PANEL DWG'S.
7. REFER TO SEPARATE CXT INCORPORATED SPECIFICATIONS COVERING DESIGN, MATERIALS, PRODUCTION, AND INSTALLATION CRITERIA FOR SPECIFIC STYLE OF BUILDING
8. ALL REBAR BENDS ARE TO HAVE A MINIMUM RADIUS 8. OF 6x THE BAR DIAMETER.
9. INSTALLATION TO MEET APPLICABLE LOCAL, STATE & FEDERAL CODES, BY OTHERS.
10. ADEQUATE PLUMBING FACILITIES MUST BE PROVIDED IN ACCORDANCE WITH 2019 CBSC (NOT BY CXT).
11. ACCESSIBLE ROUTE TO BE PROVIDE BY OTHER ON SITE (NOT BY CXT).

COVER SHEET & PANEL MARK NO. KEY PLAN

REGISTERED PROFESSIONAL ENGINEER
RANDY W. TOEDTER
No. SE 2691
Exp. 6-30-25
STRUCTURAL
STATE OF CALIFORNIA

Randy Toedter

RWC

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA CA, 93061
PHONE: (805) 525-6400 FAX: (805) 933-8040

CONSULTANT:

PROJECT:
TEAGUE PARK
NEW TOILET ROOMS
BUILDING

CLIENT:
CITY OF SANTA PAULA
300-310 STECKEL DRIVE
SANTA PAULA, CA 93060

#	Revision	Date

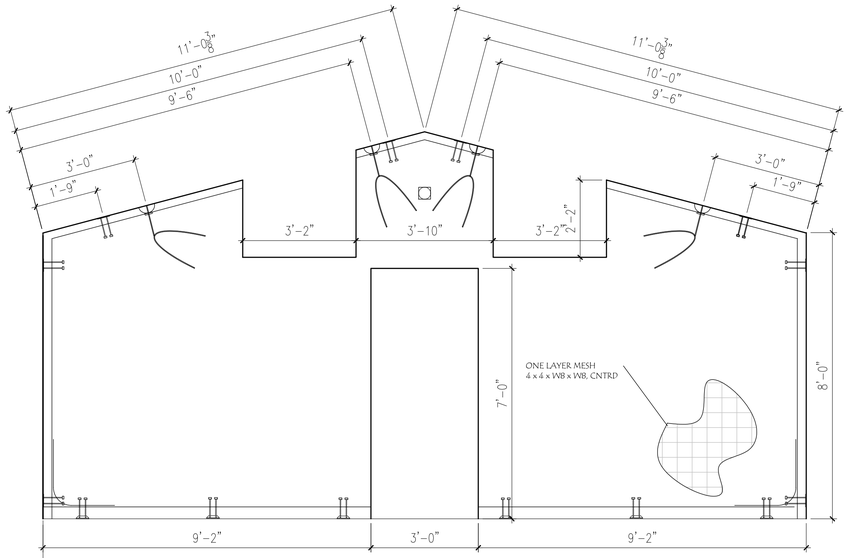
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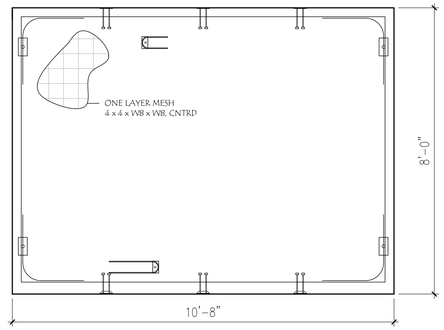
Job # 10504.019

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SHEET 5 OF 12 SHTS



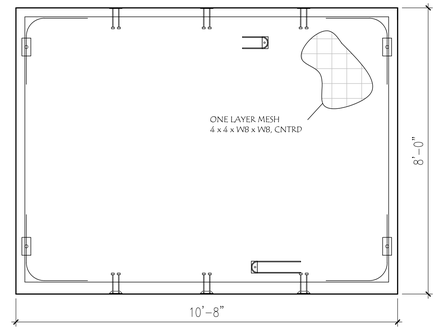
WALL PANEL - W1

SCALE: $\frac{1}{2}$" = 1'-0"



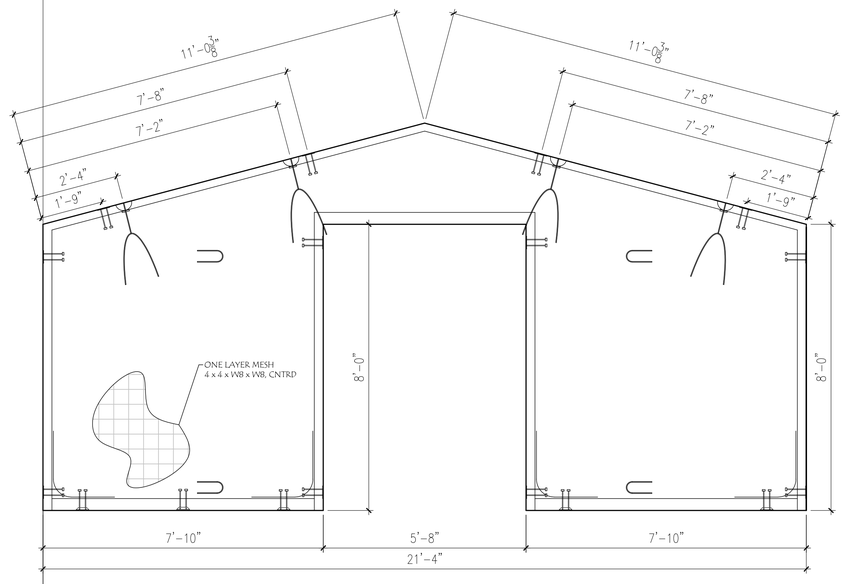
WALL PANEL - W2

SCALE: $\frac{1}{2}$" = 1'-0"



WALL PANEL - W3

SCALE: $\frac{1}{2}$" = 1'-0"



WALL PANEL - W4

SCALE: $\frac{1}{2}$" = 1'-0"

NOTES:

1. WALL THICKNESS = 4".
2. EXCEPT R411, R327 & R316, REINFORCING BARS TO BE PLACED IN PAIRS ONE EACH FACE OF PANELS W/ $\frac{3}{4}$" MIN COVER EXCEPT R303, REINFORCING BARS TO BE PLACED IN PAIRS ONE EACH FACE OF PANELS W/ $\frac{3}{4}$" MIN COVER.
3. ALL OTHER BARS TO BE CENTERED IN PANEL.

WALL PANELS

REGISTERED PROFESSIONAL ENGINEER
RANDY W. TOEDTER
No. SE 7991
Exp. 6-30-25
STRUCTURAL
STATE OF CALIFORNIA

RWC

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA CA. 93061
PHONE: (805) 525-6400 FAX: (805) 933-8040

CONSULTANT:

PROJECT:
TEAGUE PARK
NEW TOILET ROOMS
BUILDING

CLIENT:
CITY OF SANTA PAULA
300-310 STECKEL DRIVE
SANTA PAULA, CA 93060

#	Revision	Date

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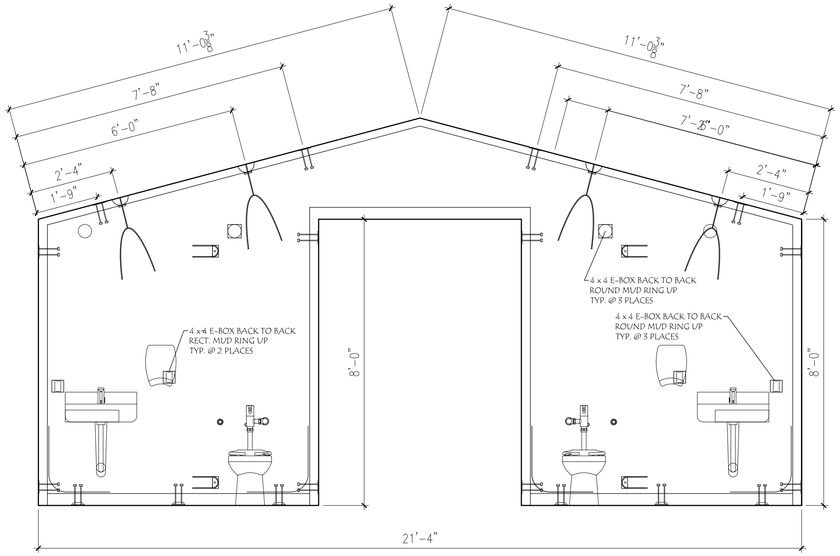
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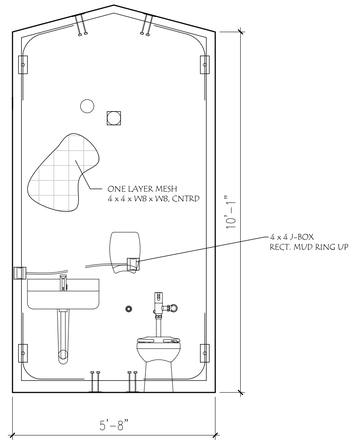
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SHEET 6 OF 12 SHTS



WALL PANEL - W4 BLOCKOUTS

SCALE: 1/2" = 1'-0"

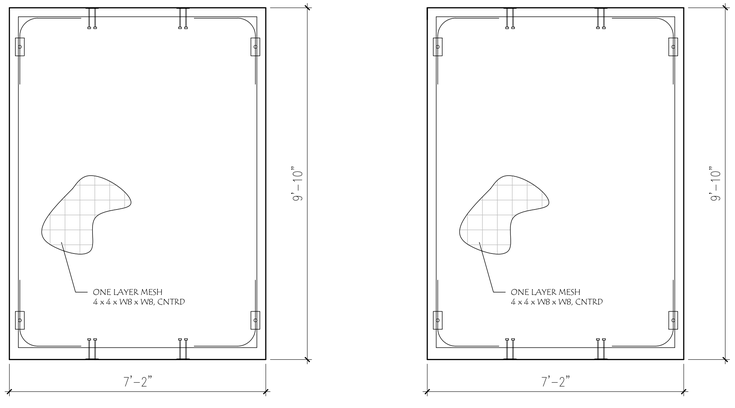


WALL PANEL - W8 BLOCKOUTS

SCALE: 1/2" = 1'-0"

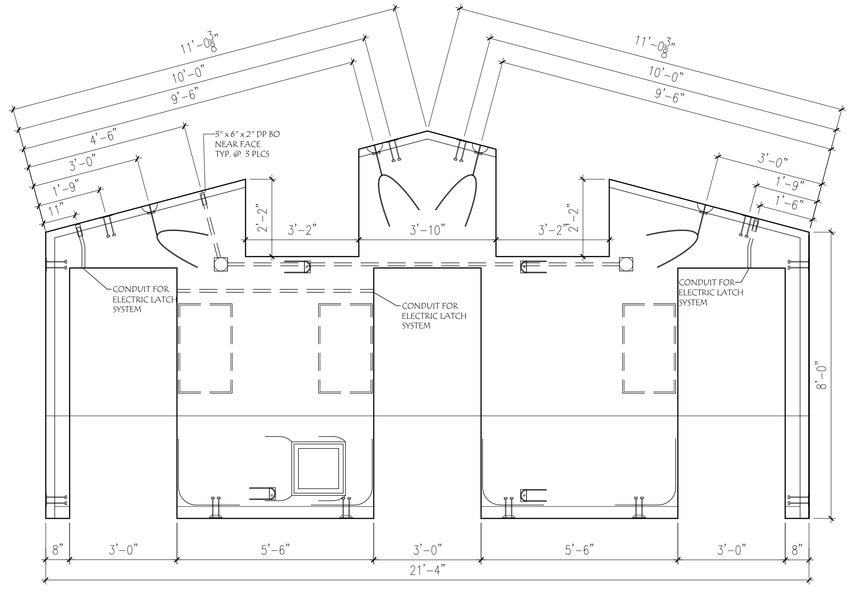
NOTES:

1. WALL THICKNESS= 4".
2. EXCEPT R411, R303, R327 & R316, REINFORCING BARS TO BE PLACED IN PAIRS ONE EACH FACE OF PANELS W/ 3/4" MIN. COVER.
3. EXCEPT R303, REINFORCING BARS TO BE PLACED IN PAIRS ONE EACH FACE OF PANELS W/ 3/4" MIN. COVER.
4. ALL OTHER BARS TO BE CENTERED IN PANEL.



WALL PANEL MARK W5 & W6

SCALE: 1/2" = 1'-0"



WALL PANEL MARK W7

SCALE: 1/2" = 1'-0"

WALL PANELS (CONT'D)

REGISTERED PROFESSIONAL ENGINEER
RANDY W. TOEDTER
No. SE 7081
Exp. 6-30-2025
STRUCTURAL
STATE OF CALIFORNIA
Randy Toedter

RWC

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA, CA. 93061
PHONE: (805) 525-6400 FAX: (805) 933-8040

CONSULTANT:

PROJECT:
TEAGUE PARK
NEW TOILET ROOMS
BUILDING

CLIENT:
CITY OF SANTA PAULA
300-310 STECKEL DRIVE
SANTA PAULA, CA 93060

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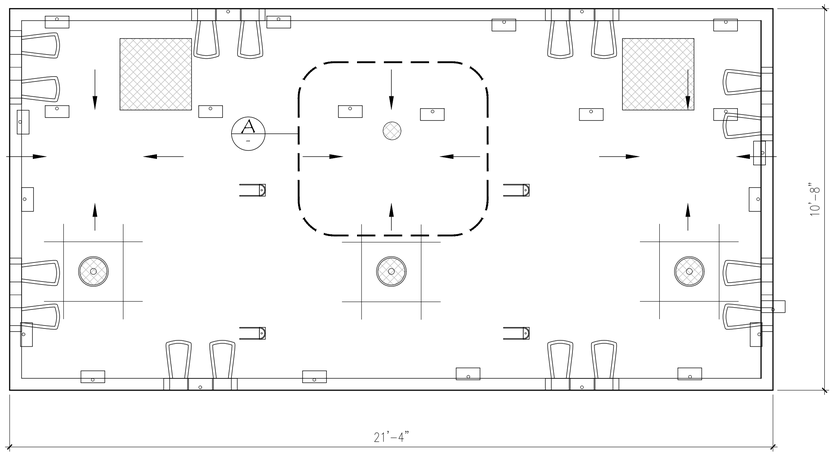
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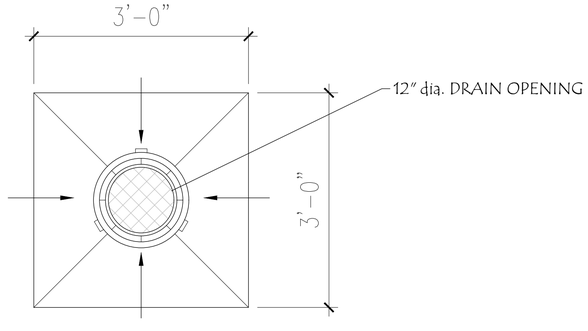


FLOOR SLAB - F1

SCALE: $\frac{1}{4}$" = 1'-0"

FLOOR SLAB NOTES:

1. FLOOR THICKNESS = 5". SLOPE $\frac{1}{4}$" TO FLOOR DRAIN BLOCKOUTS AS INDICATED BY ARROWS.
2. EXCEPT R3x62, R303, R3x116 & R4x112, REINFORCING BARS TO BE PLACED IN PAIRS ON EACH FACE OF THE PANELS WITH 1 $\frac{1}{4}$" MIN COVER.
3. R4x112 TO BE PLACED IN BOTTOM OF PANEL WITH 1" COVER, U.N.O.
4. ALL OTHER BARS TO BE CENTERED IN PANEL OR PLACED AS NOTED.



A FLOOR DRAIN BLOCKOUT DETAIL

SCALE: 1"= 1'-0"

FLOOR SLAB

REGISTERED PROFESSIONAL ENGINEER
RANDY W. TORSTENSON
No. SE 7991
exp. 6-30-25
STRUCTURAL
STATE OF CALIFORNIA

RWC

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA CA, 93061
PHONE: (805) 525-6400 FAX: (805) 933-8040

CONSULTANT:

PROJECT:
TEAGUE PARK
NEW TOILET ROOMS
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CITY OF SANTA PAULA
300-310 STECKEL DRIVE
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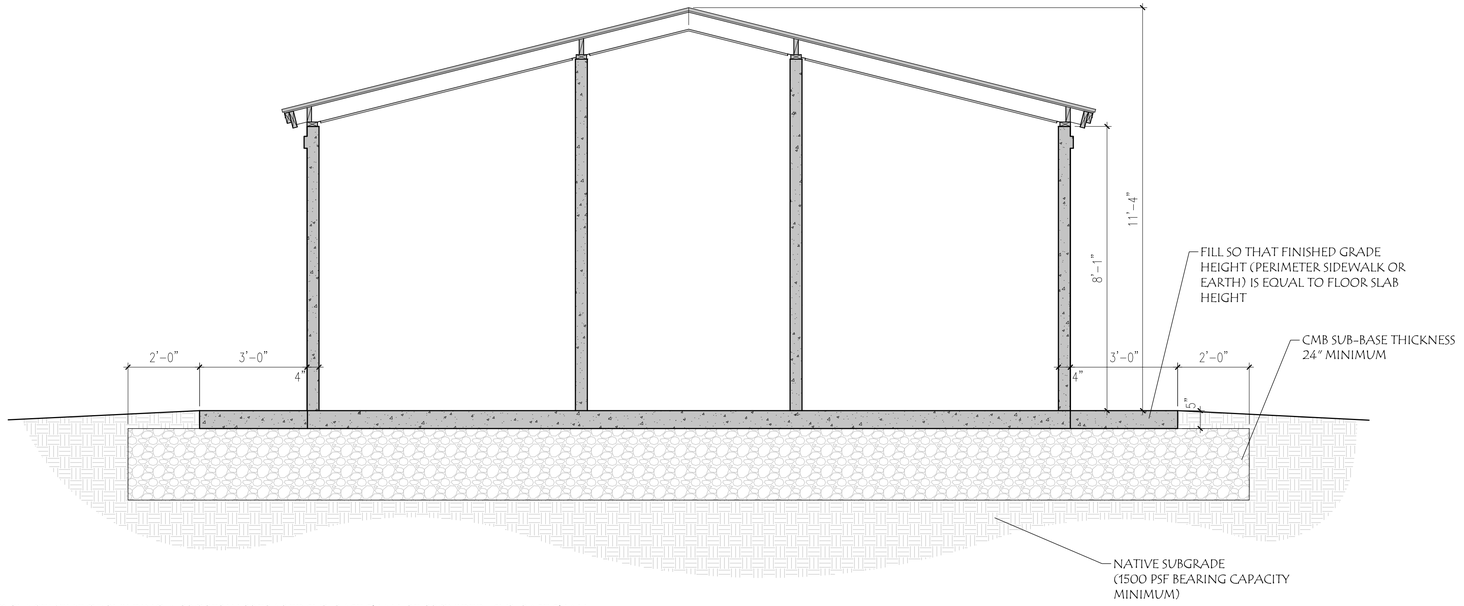
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NOTE:

PRIOR TO PLACEMENT OF BUILDING A PROPERLY PREPARED SUB-BASE SHALL BE PROVIDED. SUB-BASE SHALL BE A MINIMUM OF 24" thk. CMB AND CONSIST OF $\frac{3}{4}$" MINUS CRUSHED MISC. BASE (ROAD BASE MATERIAL) COMPACTED TO 95% OF OPTIMUM DENSITY IN ACCORDANCE WITH ASTM D 1557. FINISHED SURFACE OF SUB-BASE SHALL BE FLAT AND LEVEL, WITH A MAXIMUM DEVIATION OF -½ , +0 FROM A TRUE HORIZONTAL PLANE. REFER TO BUILDING HANDLING SHEET FOR SUB-BASE REQUIREMENTS DURING BUILDING PLACEMENT. (PREPARED SUB-BASE NOT BY CXT).

FOUNDATION DETAIL

SCALE: $\frac{1}{2}$" = 1'-0"

FOUNDATION NOTES:

1. THIS FACTORY ASSEMBLED BUILDING, AS CONSTRUCTED, PROVIDES A RIGID BOX TYPE STRUCTURAL SYSTEM. VERTICAL LOADS ARE TRANSFERRED PRIMARILY THROUGH BEARING WALLS TO THE STRUCTURAL SLAB FLOOR OF THE BUILDING. THE VERTICAL LOADS ARE THEN DISTRIBUTED THROUGH THE REINFORCED CONCRETE FLOOR TO THE PREPARED GRANULAR, NON-FROST SUSCEPTIBLE (NFS) SUB-BASE WHICH DISTRIBUTES THE VERTICAL LOADS IN RELATIVELY UNIFORM FASHION TO THE NATIVE SUB-GRADE. AS WITH MOST CONSTRUCTION, THIS DOES REQUIRE THE NATIVE SUB-GRADE TO BE STRIPPED OF VEGETATION AND TOP SOIL PRIOR TO PLACEMENT OF THE PREPARED GRANULAR SUB-BASE. DUE TO THE INHERENT STIFFNESS OF THE BUILDING, IT WILL REMAIN SAFE AND STRUCTURALLY SOUND IN THE UNLIKELY EVENT OF FREEZING ACTION BELOW THE BUILDING REGARDLESS OF NATURAL FREEZE / THAW CYCLES ANTICIPATED TO BE ENCOUNTERED IN THE STATE OF CALIFORNIA .

2. LATERAL LOADS ARE TRANSFERRED TO THE GROUND THROUGH FRICTIONAL RESISTANCE WITHOUT SLIDING OR SHIFTING BETWEEN THE BUILDING FLOOR SLAB AND THE PREPARED SOIL AND GRAVEL SUB-BASE ON WHICH THE BUILDING RESTS. SEISMIC ANALYSES ARE BASED ON LOADS DETERMINED IN ACCORDANCE WITH THE 2022 CALIFORNIA BUILDING STANDARDS CODE USING PARAMETERS, WHICH MEET OR EXCEED THE CODE PRESCRIBED REQUIREMENTS FOR THIS INSTALLATION.

3. THIS BUILDING AS DESIGNED, RESTING ON A PROPERLY PREPARED GRANULAR SUB-BASE WILL BE SAFE AND STRUCTURALLY SOUND FOR VERTICAL AND LATERAL LOADS AS DISCUSSED ABOVE. A FULL DEPTH FOUNDATION WALL AT THE BUILDING PERIMETER AND AN ANCHORAGE SYSTEM, TYPICAL FOR OTHER TYPES OF BUILDING CONSTRUCTION, ARE NOT REQUIRED FOR THIS BUILDING.

4. THE "FOUNDATION" FOR THIS STRUCTURE IS ESSENTIALLY THE COMBINATION OF THE COMPACTED SUB-BASE MATERIAL AND THE BUILDING'S REINFORCED SLAB. THE COMBINATION OF THE COMPACTED SUB-BASE MATERIAL AND THE BUILDING'S REINFORCED SLAB NEED TO BE AT LEAST 12" THICK AND THE COMPACTED SUB-BASE MATERIAL SHALL EXTEND BELOW THE LOCAL FROST DEPTH.

REGISTERED PROFESSIONAL ENGINEER
RANDY W. TODD
No. SE 6991
Exp. 6-30-25
STRUCTURAL
STATE OF CALIFORNIA

RWC

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA CA, 93061
PHONE: (805) 525-6400 FAX: (805) 933-8040

CONSULTANT:

PROJECT:
TEAGUE PARK
NEW TOILET ROOMS
BUILDING

CLIENT:
CITY OF SANTA PAULA
300-310 STECKEL DRIVE
SANTA PAULA, CA 93060

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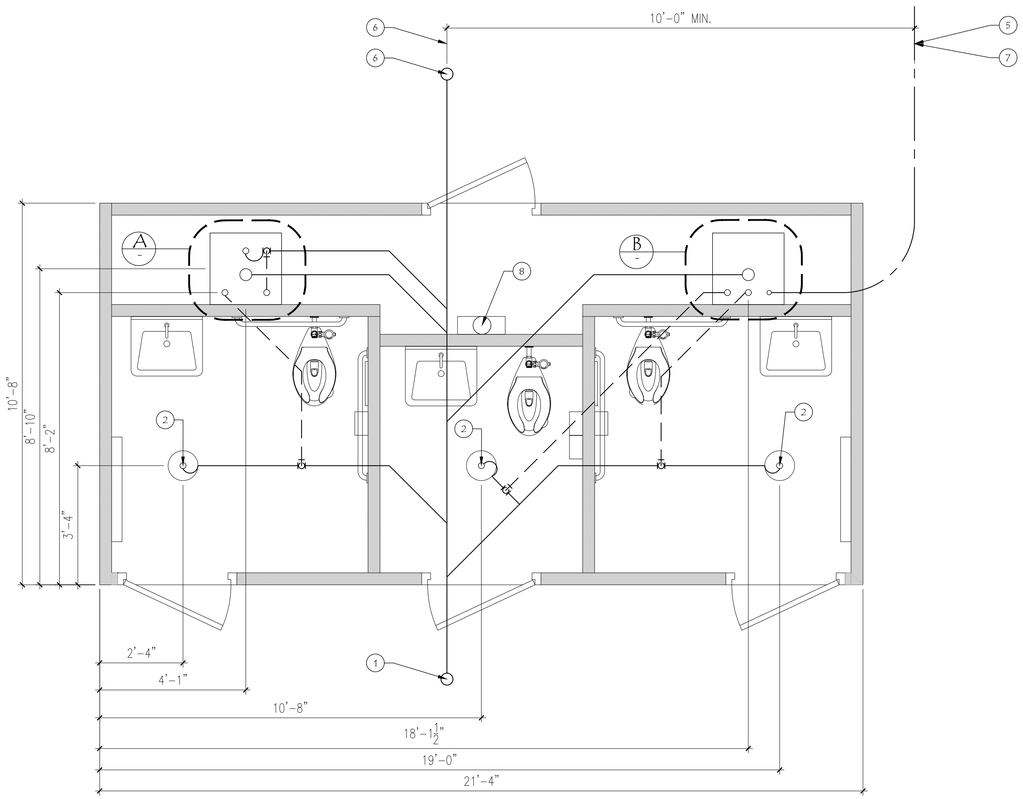
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Job # 10504.019

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FOUNDATION DETAIL & NOTES



FLOOR DRAIN BLOCKOUTS & BELOW FLOOR PIPING

NORTH

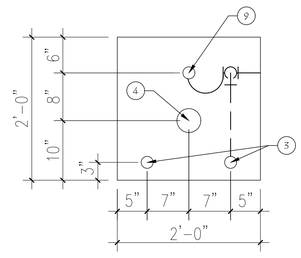
SCALE: ¼" = 1'-0"

PIPING LEGEND:

---------- BELOW FLOOR VENT PIPING SCH 40 ABS TYPE DWV

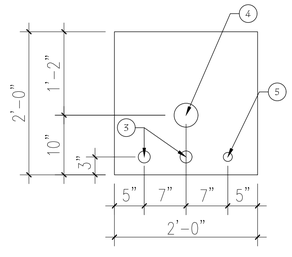
———————— BELOW FLOOR WASTE PIPING SCH 40 ABS TYPE DWV

——— – ——— 1 1/2" TYPE "K" ANNEALED "SOFT" COPPER WATER SERVICE



A - 24" x 24" BLOCKOUT DETAIL "A"

SCALE: 1"= 1'-0"



B - 24" x 24" BLOCKOUT DETAIL "B"

SCALE: 1"= 1'-0"

KEY NOTES:

1. 4" CLEAN OUT TO GRADE.
2. 2" FLOOR DRAIN. FIELD INSTALLED TRAP PRIMER SYSTEM IF REQUIRED BY AUTHORITY HAVING JURISDICTION. (10" DIA BLOCKOUT)
3. 2" VENT PIPES EXTENDED 12" ABOVE FINISHED FLOOR LEVEL, PROVIDE TEST PLUG. (24" x 24" BLOCKOUT)
4. 4" WASTE PIPE EXTENDED 12" ABOVE FINISHED FLOOR LEVEL, PROVIDE TEST PLUG. (24" x 24" BLOCKOUT)
5. 1 1/2" TYPE K ANNEALED "SOFT" COPPER WATER SERVICE EXTENDED 12" ABOVE FINISHED FLOOR LEVEL, PROVIDE CAP AT END. (24" x 24" BLOCKOUT)
6. 30" MIN. BURY, PROVIDE TRACER TAPE.
7. MIN. BURY PER LOCAL REQUIREMENTS TO PROTECT AGAINST FREEZING AND DAMAGE.
8. ELECTRICAL STUB UP, (6" DIA BLOCKOUT)
9. 2" FLOOR DRAIN. FIELD INSTALLED TRAP PRIMER SYSTEM IF REQUIRED BY AUTHORITY HAVING JURISDICTION. (24"x 24" BLOCKOUT)

FLOOR DRAIN LOCATIONS & BELOW FLOOR PIPING

REGISTERED PROFESSIONAL ENGINEER
RANDY W. TOELDTER
No. SE 2991
exp. 6-30-25
STRUCTURAL
STATE OF CALIFORNIA

Randy Toeldter

RWC

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA CA. 93061
PHONE: (805) 525-6400 FAX: (805) 933-8040

CONSULTANT:

PROJECT:
TEAGUE PARK
NEW TOILET ROOMS
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CLIENT:
CITY OF SANTA PAULA
300-310 STECKEL DRIVE
SANTA PAULA, CA 93060

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Job # 10504.019

Sheet: S-06

SHEET 10 OF 12 SHTS

2022 CALIFORNIA GREEN BUILDING STANDARDS CODE
RESIDENTIAL MANDATORY MEASURES, SHEET 1 (January 2023)

Y = YES
N/A = NOT APPLICABLE
RESPON. PARTY = RESPONSIBLE PARTY (ie: ARCHITECT, ENGINEER, OWNER, CONTRACTOR, INSPECTOR ETC.)

Y	N/A	RESPON. PARTY

CHAPTER 3
GREEN BUILDING
SECTION 301 GENERAL

301.1 SCOPE. Buildings shall be designed to include the green building measures specified as mandatory in the application checklists contained in this code. Voluntary green building measures are also included in the application checklists and may be included in the design and construction of structures covered by this code, but are not required unless adopted by a city, county, or city and county as specified in Section 101.7.

301.1.1 Additions and alterations. [HCD] The mandatory provisions of Chapter 4 shall be applied to additions or alterations of existing residential buildings where the addition or alteration increases the building's conditioned area, volume, or size. The requirements shall apply only to and/or within the specific area of the addition or alteration.

The mandatory provision of Section 4.106.4.2 may apply to additions or alterations of existing parking facilities or the addition of new parking facilities serving existing multifamily buildings. See Section 4.106.4.3 for application.

Note: Repairs including, but not limited to, resurfacing, restriping and repairing or maintaining existing lighting fixtures are not considered alterations for the purpose of this section.

Note: On and after January 1, 2014, residential buildings undergoing permitted alterations, additions, or improvements shall replace noncompliant plumbing fixtures with water-conserving plumbing fixtures. Plumbing fixture replacement is required prior to issuance of a certificate of final completion, certificate of occupancy or final permit approval by the local building department. See Civil Code Section 1101.1, et seq., for the definition of a noncompliant plumbing fixture, types of residential buildings affected and other important enactment dates.

301.2 LOW-RISE AND HIGH-RISE RESIDENTIAL BUILDINGS. [HCD] The provisions of individual sections of CALGreen may apply to either low-rise residential buildings high-rise residential buildings, or both. Individual sections will be designated by banners to indicate where the section applies specifically to low-rise only (LR) or high-rise only (HR). When the section applies to both low-rise and high-rise buildings, no banner will be used.

SECTION 302 MIXED OCCUPANCY BUILDINGS

302.1 MIXED OCCUPANCY BUILDINGS. In mixed occupancy buildings, each portion of a building shall comply with the specific green building measures applicable to each specific occupancy.

Exceptions:
1. [HCD] Accessory structures and accessory occupancies serving residential buildings shall comply with Chapter 4 and Appendix A4, as applicable.
2. [HCD] For purposes of *CA*LGreen, live/work units, complying with Section 419 of the *California Building Code*, shall not be considered mixed occupancies. Live/Work units shall comply with Chapter 4 and Appendix A4, as applicable.

DIVISION 4.1 PLANNING AND DESIGN

ABBREVIATION DEFINITIONS:

HCD	Department of Housing and Community Development
BSC	California Building Standards Commission
DSA-SS	Division of the State Architect, Structural Safety
OSHPD	Office of Statewide Health Planning and Development
LR	Low Rise
HR	High Rise
AA	Additions and Alterations
N	New

CHAPTER 4
RESIDENTIAL MANDATORY MEASURES

SECTION 4.102 DEFINITIONS

4.102.1 DEFINITIONS
The following terms are defined in Chapter 2 *(and are included here for reference)*

FRENCH DRAIN. A trench, hole or other depressed area loosely filled with rock, gravel, fragments of brick or similar pervious material used to collect or channel drainage or runoff water.

WATTLES. Wattles are used to reduce sediment in runoff. Wattles are often constructed of natural plant materials such as hay, straw or similar material shaped in the form of tubes and placed on a downflow slope. Wattles are also used for perimeter and inlet controls.

4.106 SITE DEVELOPMENT

4.106.1 GENERAL. Preservation and use of available natural resources shall be accomplished through evaluation and careful planning to minimize negative effects on the site and adjacent areas. Preservation of slopes, management of storm water drainage and erosion controls shall comply with this section.

4.106.2 STORM WATER DRAINAGE AND RETENTION DURING CONSTRUCTION. Projects which disturb less than one acre of soil and are not part of a larger common plan of development which in total disturbs one acre or more, shall manage storm water drainage during construction. In order to manage storm water drainage during construction, one or more of the following measures shall be implemented to prevent flooding of adjacent property, prevent erosion and retain soil runoff on the site.

1. Retention basins of sufficient size shall be utilized to retain storm water on the site.
2. Where storm water is conveyed to a public drainage system, collection point, gutter or similar disposal method, water shall be filtered by use of a barrier system, wattle or other method approved by the enforcing agency.
3. Compliance with a lawfully enacted storm water management ordinance.

Note: Refer to the State Water Resources Control Board for projects which disturb one acre or more of soil, or are part of a larger common plan of development which in total disturbs one acre or more of soil.

(Website: https://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.html)

4.106.3 GRADING AND PAVING. Construction plans shall indicate how the site grading or drainage system will manage all surface water flows to keep water from entering buildings. Examples of methods to manage surface water include, but are not limited to, the following:

1. Swales
2. Water collection and disposal systems
3. French drains
4. Water retention gardens
5. Other water measures which keep surface water away from buildings and aid in groundwater recharge.

Exception: Additions and alterations not altering the drainage path.

4.106.4 Electric vehicle (EV) charging for new construction. New construction shall comply with Sections 4.106.4.1 or 4.106.4.2 to facilitate future installation and use of EV chargers. Electric vehicle supply equipment (EVSE) shall be installed in accordance with the *California Electrical Code,* Article 625.

Exceptions:
1. On a case-by-case basis, where the local enforcing agency has determined EV charging and infrastructure are not feasible based upon one or more of the following conditions:
   1.1 Where there is no local utility power supply or the local utility is unable to supply adequate power.
   1.2 Where there is evidence suitable to the local enforcing agency substantiating that additional local utility infrastructure design requirements, directly related to the implementation of Section 4.106.4, may adversely impact the construction cost of the project.
2. Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU) without additional parking facilities.

4.106.4.1 New one- and two-family dwellings and townhouses with attached private garages. For each dwelling unit, install a listed raceway to accommodate a dedicated 208/240-volt branch circuit. The raceway shall not be less than trade size 1 (nominal 1-inch inside diameter). The raceway shall originate at the main service or subpanel and shall terminate into a listed cabinet, box or other enclosure in close proximity to the proposed location of an EV charger. Raceways are required to be continuous at enclosed, inaccessible or concealed areas and spaces. The service panel and/or subpanel shall provide capacity to install a 40-ampere 208/240-volt minimum dedicated branch circuit and space(s) reserved to permit installation of a branch circuit overcurrent protective device.

Exemption: A raceway is not required if a minimum 40-ampere 208/240-volt dedicated EV branch circuit is installed in close proximity to the proposed location of an EV charger at the time of original construction in accordance with the *California Electrical Code.*

4.106.4.1.1 Identification. The service panel or subpanel circuit directory shall identify the overcurrent protective device space(s) reserved for future EV charging as "EV CAPABLE". The raceway termination location shall be permanently and visibly marked as "EV CAPABLE".

4.106.4.2 New multifamily dwellings, hotels and motels and new residential parking facilities.
When parking is provided, parking spaces for new multifamily dwellings, hotels and motels shall meet the requirements of Sections 4.106.4.2.1 and 4.106.4.2.2. *Calculations* for spaces shall be rounded up to the nearest whole number. A parking space served by electric vehicle supply equipment or designed as a future EV charging space shall count as at least one standard automobile parking space only for the purpose of complying with any applicable minimum parking space requirements established by a local jurisdiction. See Vehicle Code Section 22511.2 for further details.

4.106.4.2.1Multifamily development projects with less than 20 dwelling units; and hotels and motels with less than 20 sleeping units or guest rooms.
The number of dwelling units, sleeping units or guest rooms shall be based on all buildings on a project site subject to this section.

1.EV Capable. Ten (10) percent of the total number of parking spaces on a building site, provided for all types of parking facilities, shall be electric vehicle charging spaces (EV spaces) capable of supporting future Level 2 EVSE. Electrical load calculations shall demonstrate that the electrical panel service capacity and electrical system, including any on-site distribution transformer(s), have sufficient capacity to simultaneously charge all EVs at all required EV spaces at a minimum of 40 amperes.

The service panel or subpanel circuit directory shall identify the overcurrent protective device space(s) reserved for future EV charging purposes as "EV CAPABLE" in accordance with the California Electrical Code.

Exceptions:

1.When EV chargers (Level 2 EVSE) are installed in a number equal to or greater than the required number of EV capable spaces.

2.When EV chargers (Level 2 EVSE) are installed in a number less than the required number of EV capable spaces, the number of EV capable spaces required may be reduced by a number equal to the number of EV chargers installed.

Notes:

a.Construction documents are intended to demonstrate the project's capability and capacity for facilitating future EV charging.

b.There is no requirement for EV spaces to be constructed or available until receptacles for EV charging or EV chargers are installed for use.

2.EV Ready. Twenty-five (25) percent of the total number of parking spaces shall be equipped with low power Level 2 EV charging receptacles. For multifamily parking facilities, no more than one receptacle is required per dwelling unit when more than one parking space is provided for use by a single dwelling unit.

Exception: Areas of parking facilities served by parking lifts.

4.106.4.2.2 Multifamily development projects with 20 or more dwelling units, hotels and motels with 20 or more sleeping units or guest rooms.
The number of dwelling units, sleeping units or guest rooms shall be based on all buildings on a project site subject to this section.

1.EV Capable. Ten (10) percent of the total number of parking spaces on a building site, provided for all types of parking facilities, shall be electric vehicle charging spaces (EV spaces) capable of supporting future Level 2 EVSE. Electrical load calculations shall demonstrate that the electrical panel service capacity and electrical system, including any on-site distribution transformer(s), have sufficient capacity to simultaneously charge all EVs at all required EV spaces at a minimum of 40 amperes.

The service panel or subpanel circuit directory shall identify the overcurrent protective device space(s) reserved for future EV charging purposes as "EV CAPABLE" in accordance with the California Electrical Code.

Exception: When EV chargers (Level 2 EVSE) are installed in a number greater than five (5) percent of parking spaces required by Section 4.106.4.2.2, Item 3, the number of EV capable spaces required may be reduced by a number equal to the number of EV chargers installed over the five (5) percent required.

Notes:

a.Construction documents shall show locations of future EV spaces.

b.There is no requirement for EV spaces to be constructed or available until receptacles for EV charging or EV chargers are installed for use.

2.EV Ready. Twenty-five (25) percent of the total number of parking spaces shall be equipped with low power Level 2 EV charging receptacles. For multifamily parking facilities, no more than one receptacle is required per dwelling unit when more than one parking space is provided for use by a single dwelling unit.

Exception: Areas of parking facilities served by parking lifts.

3.EV Chargers. Five (5) percent of the total number of parking spaces shall be equipped with Level 2 EVSE. Where common use parking is provided, at least one EV charger shall be located in the common use parking area and shall be available for use by all residents or guests.

When low power Level 2 EV charging receptacles or Level 2 EVSE are installed beyond the minimum required, an automatic load management system (ALMS) may be used to reduce the maximum required electrical capacity to each space served by the ALMS. The electrical system and any on-site distribution transformers shall have sufficient capacity to deliver at least 3.3 kW simultaneously to each EV charging station (EVCS) served by the ALMS. The branch circuit shall have a minimum capacity of 40 amperes, and installed EVSE shall have a capacity of not less than 30 amperes. ALMS shall not be used to reduce the minimum required electrical capacity to the required EV capable spaces.

4.106.4.2.2.1 Electric vehicle charging stations (EVCS).
Electric vehicle charging stations required by Section 4.106.4.2.2, Item 3, shall comply with Section 4.106.4.2.2.1.

Exception: Electric vehicle charging stations serving public accommodations, public housing, motels and hotels shall not be required to comply with this section. See California Building Code, Chapter 11B, for applicable requirements.

4.106.4.2.2.1.1 Location.
EVCS shall comply with at least one of the following options:

1.The charging space shall be located adjacent to an accessible parking space meeting the requirements of the California Building Code, Chapter 11A, to allow use of the EV charger from the accessible parking space.

2.The charging space shall be located on an accessible route, as defined in the California Building Code, Chapter 2, to the building.

Exception: Electric vehicle charging stations designed and constructed in compliance with the California Building Code, Chapter 11B, are not required to comply with Section 4.106.4.2.2.1.1 and Section 4.106.4.2.2.1.2, Item 3.

4.106.4.2.2.1.2 Electric vehicle charging stations (EVCS) dimensions.
The charging spaces shall be designed to comply with the following:

1.The minimum length of each EV space shall be 18 feet (5486 mm).

2.The minimum width of each EV space shall be 9 feet (2743 mm).

3.One in every 25 charging spaces, but not less than one, shall also have an 8-foot (2438 mm) wide minimum aisle. A 5-foot (1524 mm) wide minimum aisle shall be permitted provided the minimum width of the EV space is 12 feet (3658 mm).

a.Surface slope for this EV space and the aisle shall not exceed 1 unit vertical in 48 units horizontal (2.083 percent slope) in any direction.

4.106.4.2.2.1.3 Accessible EV spaces.
In addition to the requirements in Sections 4.106.4.2.2.1.1 and 4.106.4.2.2.1.2, all EVSE, when installed, shall comply with the accessibility provisions for EV chargers in the California Building Code, Chapter 11B. EV ready spaces and EVCS in multifamily developments shall comply with California Building Code, Chapter 11A, Section 1109A.

4.106.4.2.3 EV space requirements.
1.Single EV space required. Install a listed raceway capable of accommodating a 208/240-volt dedicated branch circuit. The raceway shall not be less than trade size 1 (nominal 1-inch inside diameter). The raceway shall originate at the main service or subpanel and shall terminate into a listed cabinet, box or enclosure in close proximity to the location or the proposed location of the EV space. Construction documents shall identify the raceway termination point, receptacle or charger location, as applicable. The service panel and/ or subpanel shall have a 40-ampere minimum dedicated branch circuit, including branch circuit overcurrent protective device installed, or space(s) reserved to permit installation of a branch circuit overcurrent protective device.

Exception: A raceway is not required if a minimum 40-ampere 208/240-volt dedicated EV branch circuit is installed in close proximity to the location or the proposed location of the EV space, at the time of original construction in accordance with the California Electrical Code.

2.Multiple EV spaces required. Construction documents shall indicate the raceway termination point and the location of installed or future EV spaces, receptacles or EV chargers. Construction documents shall also provide information on amperage of installed or future receptacles or EVSE, raceway method(s), wiring schematics and electrical load calculations. Plan design shall be based upon a 40-ampere minimum branch circuit. Required raceways and related components that are planned to be installed underground, enclosed, inaccessible or in concealed areas and spaces shall be installed at the time of original construction.

Exception: A raceway is not required if a minimum 40-ampere 208/240-volt dedicated EV branch circuit is installed in close proximity to the location or the proposed location of the EV space at the time of original construction in accordance with the California Electrical Code.

4.106.4.2.4 Identification.
The service panel or subpanel circuit directory shall identify the overcurrent protective device space(s) reserved for future EV charging purposes as "EV CAPABLE" in accordance with the California Electrical Code.

4.106.4.2.5 Electric Vehicle Ready Space Signage.
Electric vehicle ready spaces shall be identified by signage or pavement markings, in compliance with Caltrans Traffic Operations Policy Directive 13-01 (Zero Emission Vehicle Signs and Pavement Markings) or its successor(s).

4.106.4.3 Electric vehicle charging for additions and alterations of parking facilities serving existing multifamily buildings.
When new parking facilities are added, or electrical systems or lighting of existing parking facilities are added or altered and the work requires a building permit, ten (10) percent of the total number of parking spaces added or altered shall be electric vehicle charging spaces (EV spaces) capable of supporting future Level 2 EVSE.

Notes:

1.Construction documents are intended to demonstrate the project's capability and capacity for facilitating future EV charging.

2.There is no requirement for EV spaces to be constructed or available until EV chargers are installed for use.

DIVISION 4.2 ENERGY EFFICIENCY

4.201 GENERAL

4.201.1 SCOPE. For the purposes of mandatory energy efficiency standards in this code, the California Energy Commission will continue to adopt mandatory standards.

DIVISION 4.3 WATER EFFICIENCY AND CONSERVATION

4.303 INDOOR WATER USE

4.303.1 WATER CONSERVING PLUMBING FIXTURES AND FITTINGS. Plumbing fixtures (water closets and urinals) and fittings (faucets and showerheads) shall comply with the sections 4.303.1.1, 4.303.1.2, 4.303.1.3, and 4.303.4.4.

Note: All noncompliant plumbing fixtures in any residential real property shall be replaced with water-conserving plumbing fixtures. Plumbing fixture replacement is required prior to issuance of a certificate of final completion, certificate of occupancy, or final permit approval by the local building department. See Civil Code Section 1101.1, et seq., for the definition of a noncompliant plumbing fixture, types of residential buildings affected and other important enactment dates.

4.303.1.1 Water Closets. The effective flush volume of all water closets shall not exceed 1.28 gallons per flush. Tank-type water closets shall be certified to the performance criteria of the U.S. EPA WaterSense Specification for Tank-type Toilets.

Note: The effective flush volume of dual flush toilets is defined as the composite, average flush volume of two reduced flushes and one full flush.

4.303.1.2 Urinals. The effective flush volume of wall mounted urinals shall not exceed 0.125 gallons per flush. The effective flush volume of all other urinals shall not exceed 0.5 gallons per flush.

4.303.1.3 Showerheads.

4.303.1.3.1 Single Showerhead. Showerheads shall have a maximum flow rate of not more than 1.8 gallons per minute at 80 psi. Showerheads shall be certified to the performance criteria of the U.S. EPA WaterSense Specification for Showerheads.

4.303.1.3.2 Multiple showerheads serving one shower. When a shower is served by more than one showerhead, the combined flow rate of all the showerheads and/or other shower outlets controlled by a single valve shall not exceed 1.8 gallons per minute at 80 psi, or the shower shall be designed to only allow one shower outlet to be in operation at a time.

Note: A hand-held shower shall be considered a showerhead.

4.303.1.4 Faucets.

4.303.1.4.1 Residential Lavatory Faucets. The maximum flow rate of residential lavatory faucets shall not exceed 1.2 gallons per minute at 60 psi. The minimum flow rate of residential lavatory faucets shall not be less than 0.8 gallons per minute at 20 psi.

4.303.1.4.2 Lavatory Faucets in Common and Public Use Areas. The maximum flow rate of lavatory faucets installed in common and public use areas (outside of dwellings or sleeping units) in residential buildings shall not exceed 0.5 gallons per minute at 60 psi.

4.303.1.4.3 Metering Faucets. Metering faucets when installed in residential buildings shall not deliver more than 0.2 gallons per cycle.

4.303.1.4.4 Kitchen Faucets. The maximum flow rate of kitchen faucets shall not exceed 1.8 gallons per minute at 60 psi. Kitchen faucets may temporarily increase the flow above the maximum rate, but not to exceed 2.2 gallons per minute at 60 psi, and must default to a maximum flow rate of 1.8 gallons per minute at 60 psi.

Note: Where complying faucets are unavailable, aerators or other means may be used to achieve reduction.

4.303.1.4.5 Pre-rinse spray valves.
When installed, shall meet the requirements in the *California Code of Regulations*, Title 20 (Appliance Efficiency Regulations), Sections 1605.1 (h)(4) Table H-2, Section 1605.3 (h)(4)(A), and Section 1607 (d)(7) and shall be equipped with an integral automatic shutoff.

FOR REFERENCE ONLY: The following table and code section have been reprinted from the *California Code of Regulations*, Title 20 (Appliance Efficiency Regulations),Section 1605.1 (h)(4) and Section 1605.3 (h)(4)(A).

TABLE H-2

STANDARDS FOR COMMERCIAL PRE-RINSE SPRAY VALVES MANUFACTURED ON OR AFTER JANUARY 28, 2019

PRODUCT CLASS [spray force in ounce force (ozf)]	MAXIMUM FLOW RATE (gpm)
Product Class 1 (≤ 5.0 ozf)	1.00
Product Class 2 (> 5.0 ozf and ≤ 8.0 ozf)	1.20
Product Class 3 (> 8.0 ozf)	1.28

Title 20 Section 1605.3 (h)(4)(A): Commercial prerinse spray values manufactured on or after January 1, 2006, shall have a minimum spray force of not less than 4.0 ounces-force (ozf)[113 grams-force(gf)]

4.303.2 Submeters for multifamily buildings and dwelling units in mixed-used residential/commercial buildings.
Submeters shall be installed to measure water usage of individual rental dwelling units in accordance with the *California Plumbing Code.*

4.303.3 Standards for plumbing fixtures and fittings. Plumbing fixtures and fittings shall be installed in accordance with the *California Plumbing Code*, and shall meet the applicable standards referenced in Table 1701.1 of the *California Plumbing Code.*

NOTE:
THIS TABLE COMPILES THE DATA IN SECTION 4.303.1, AND IS INCLUDED AS A CONVENIENCE FOR THE USER.

TABLE - MAXIMUM FIXTURE WATER USE

FIXTURE TYPE	FLOW RATE
SHOWER HEADS (RESIDENTIAL)	1.8 GMP @ 80 PSI
LAVATORY FAUCETS (RESIDENTIAL)	MAX. 1.2 GPM @ 60 PSI MIN. 0.8 GPM @ 20 PSI
LAVATORY FAUCETS IN COMMON & PUBLIC USE AREAS	0.5 GPM @ 60 PSI
KITCHEN FAUCETS	1.8 GPM @ 60 PSI
METERING FAUCETS	0.2 GAL/CYCLE
WATER CLOSET	1.28 GAL/FLUSH
URINALS	0.125 GAL/FLUSH

4.304 OUTDOOR WATER USE

4.304.1 OUTDOOR POTABLE WATER USE IN LANDSCAPE AREAS. Residential developments shall comply with a local water efficient landscape ordinance or the current California Department of Water Resources' Model Water Efficient Landscape Ordinance (MWELO), whichever is more stringent.

NOTES:

1. The Model Water Efficient Landscape Ordinance (MWELO) is located in the *California Code Regulations*, Title 23, Chapter 2.7, Division 2. MWELO and supporting documents, including water budget calculator, are available at: https://www.water.ca.gov/

DIVISION 4.4 MATERIAL CONSERVATION AND RESOURCE EFFICIENCY

4.406 ENHANCED DURABILITY AND REDUCED MAINTENANCE

4.406.1 RODENT PROOFING. Annular spaces around pipes, electric cables, conduits or other openings in sole/bottom plates at exterior walls shall be protected against the passage of rodents by closing such openings with cement mortar, concrete masonry or a similar method acceptable to the enforcing agency.

4.408 CONSTRUCTION WASTE REDUCTION, DISPOSAL AND RECYCLING

4.408.1 CONSTRUCTION WASTE MANAGEMENT. Recycle and/or salvage for reuse a minimum of 65 percent of the non-hazardous construction and demolition waste in accordance with either Section 4.408.2, 4.408.3 or 4.408.4, or meet a more stringent local construction and demolition waste management ordinance.

Exceptions:

1. Excavated soil and land-clearing debris.
2. Alternate waste reduction methods developed by working with local agencies if diversion or recycle facilities capable of compliance with this item do not exist or are not located reasonably close to the jobsite.
3. The enforcing agency may make exceptions to the requirements of this section when isolated jobsites are located in areas beyond the haul boundaries of the diversion facility.

4.408.2 CONSTRUCTION WASTE MANAGEMENT PLAN. Submit a construction waste management plan in conformance with Items 1 through 5. The construction waste management plan shall be updated as necessary and shall be available during construction for examination by the enforcing agency.

1. Identify the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project or salvage for future use or sale.
2. Specify if construction and demolition waste materials will be sorted on-site (source separated) or bulk mixed (single stream).
3. Identify diversion facilities where the construction and demolition waste material collected will be taken.
4. Identify construction methods employed to reduce the amount of construction and demolition waste generated.
5. Specify that the amount of construction and demolition waste materials diverted shall be calculated by weight or volume, but not by both.

4.408.3 WASTE MANAGEMENT COMPANY. Utilize a waste management company, approved by the enforcing agency, which can provide verifiable documentation that the percentage of construction and demolition waste material diverted from the landfill complies with Section 4.408.1.

Note: The owner or contractor may make the determination if the construction and demolition waste materials will be diverted by a waste management company.

4.408.4 WASTE STREAM REDUCTION ALTERNATIVE [LR]. Projects that generate a total combined weight of construction and demolition waste disposed of in landfills, which do not exceed 3.4 lbs./sq.ft. of the building area shall meet the minimum 65% construction waste reduction requirement in Section 4.408.1

4.408.4.1 WASTE STREAM REDUCTION ALTERNATIVE. Projects that generate a total combined weight of construction and demolition waste disposed of in landfills, which do not exceed 2 pounds per square foot of the building area, shall meet the minimum 65% construction waste reduction requirement in Section 4.408.1

4.408.5 DOCUMENTATION. Documentation shall be provided to the enforcing agency which demonstrates compliance with Section 4.408.2, items 1 through 5, Section 4.408.3 or Section 4.408.4..

Notes:

1. Sample forms found in "A Guide to the California Green Building Standards Code (Residential)" located at www.hcd.ca.gov/CALGreen.html may be used to assist in documenting compliance with this section.
2. Mixed construction and demolition debris (C & D) processors can be located at the California Department of Resources Recycling and Recovery (CalRecycle).

4.410 BUILDING MAINTENANCE AND OPERATION

4.410.1 OPERATION AND MAINTENANCE MANUAL. At the time of final inspection, a manual, compact disc, web-based reference or other media acceptable to the enforcing agency which includes all of the following shall be placed in the building:

1. Directions to the owner or occupant that the manual shall remain with the building throughout the life cycle of the structure.
2. Operation and maintenance instructions for the following:
   a. Equipment and appliances, including water-saving devices and systems, HVAC systems, photovoltaic systems, electric vehicle chargers, water-heating systems and other major appliances and equipment.
   b. Roof and yard drainage, including gutters and downspouts.
   c. Space conditioning systems, including condensers and air filters.
   d. Landscape irrigation systems.
   e. Water reuse systems.
3. Information from local utility, water and waste recovery providers on methods to further reduce resource consumption, including recycle programs and locations.
4. Public transportation and/or carpool options available in the area.
5. Educational material on the positive impacts of an interior relative humidity between 30-60 percent and what methods an occupant may use to maintain the relative humidity level in that range.
6. Information about water-conserving landscape and irrigation design and controllers which conserve water.
7. Instructions for maintaining gutters and downspouts and the importance of diverting water at least 5 feet away from the foundation.
8. Information on required routine maintenance measures, including, but not limited to, caulking, painting, grading around the building, etc.
9. Information about state solar energy and incentive programs available.
10. A copy of all special inspections verifications required by the enforcing agency or this code.
11. Information from the Department of Forestry and Fire Protection on maintenance of defensible space around residential structures.
12. Information and/or drawings identifying the location of grab bar reinforcements.

4.410.2 RECYCLING BY OCCUPANTS. Where 5 or more multifamily dwelling units are constructed on a building site, provide readily accessible area(s) that serves all buildings on the site and are identified for the depositing, storage and collection of non-hazardous materials for recycling, including (at a minimum) paper, corrugated cardboard, glass, plastics, organic waster, and metals, or meet a lawfully enacted local recycling ordinance, if more restrictive.

Exception: Rural jurisdictions that meet and apply for the exemption in Public Resources Code Section 42649.82 (a)(2)(A) et seq. are note required to comply with the organic waste portion of this section.

DIVISION 4.5 ENVIRONMENTAL QUALITY

SECTION 4.501 GENERAL

4.501.1 Scope
The provisions of this chapter shall outline means of reducing the quality of air contaminants that are odorous, irritating and/or harmful to the comfort and well being of a building's installers, occupants and neighbors.

SECTION 4.502 DEFINITIONS

4.102.1 DEFINITIONS
The following terms are defined in Chapter 2 *(and are included here for reference)*

AGRIFIBER PRODUCTS. Agrifiber products include wheatboard, strawboard, panel substrates and door cores, not including furniture, fixtures and equipment (FF&E) not considered base building elements.

COMPOSITE WOOD PRODUCTS. Composite wood products include hardwood plywood, particleboard and medium density fiberboard. "Composite wood products" does not include hardboard, structural plywood, structural panels, structural composite lumber, oriented strand board, glued laminated timber, prefabricated wood I-joists or finger-jointed lumber, all as specified in California Code of regulations (CCR), title 17, Section 93120.1.

DIRECT-VENT APPLIANCE. A fuel-burning appliance with a sealed combustion system that draws all air for combustion from the outside atmosphere and discharges all flue gases to the outside atmosphere.

DISCLAIMER: *THIS DOCUMENT IS PROVIDED AND INTENDED TO BE USED AS A MEANS TO INDICATE AREAS OF COMPLIANCE WITH THE CALIFORNIA GREEN BUILDING STANDARDS (CALGREEN) CODE. DUE TO THE VARIABLES BETWEEN BUILDING DEPARTMENT JURISDICTIONS, THIS CHECKLIST IS TO BE USED ON AN INDIVIDUAL PROJECT BASIS AND MAY BE MODIFIED BY THE END USER TO MEET THOSE INDIVIDUAL NEEDS. THE END USER ASSUMES ALL RESPONSIBILITY ASSOCIATED WITH THE USE OF THIS DOCUMENT, INCLUDING VERIFICATION WITH THE FULL CODE.*

LICENSED ARCHITECT
CHRISTINA GRINA
C - 28080
8/31/25
STATE OF CALIFORNIA

RWC

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA CA, 93061
PHONE: (805) 525-6400 FAX: (805) 933-8040

CONSULTANT:

PROJECT:
TEAGUE PARK
NEW TOILET ROOMS
BUILDING

CLIENT:
CITY OF SANTA PAULA
300-310 STECKEL DRIVE
SANTA PAULA, CA 93060

#	Revision	Date

Scale: AS NOTED

Drawn by: CMG

06/05/2024

Job # 10504.019

Sheet: MM-1
SHEET 11 OF 12 SHTS

2022 CALIFORNIA GREEN BUILDING STANDARDS CODE
RESIDENTIAL MANDATORY MEASURES, SHEET 2 (January 2023)

Y = YES
N/A = NOT APPLICABLE
RESPON. PARTY = RESPONSIBLE PARTY (ie: ARCHITECT, ENGINEER, OWNER, CONTRACTOR, INSPECTOR ETC.)

MAXIMUM INCREMENTAL REACTIVITY (MIR). The maximum change in weight of ozone formed by adding a compound to the "Base Reactive Organic Gas (ROG) Mixture" per weight of compound added, expressed to hundredths of a gram (g O^3/g ROC).
Note: MIR values for individual compounds and hydrocarbon solvents are specified in CCR, Title 17, Sections 94700 and 94701.

MOISTURE CONTENT. The weight of the water in wood expressed in percentage of the weight of the oven-dry wood.

PRODUCT-WEIGHTED MIR (PWMIR). The sum of all weighted-MIR for all ingredients in a product subject to this article. The PWMIR is the total product reactivity expressed to hundredths of a gram of ozone formed per gram of product (excluding container and packaging).
Note: PWMIR is calculated according to equations found in CCR, Title 17, Section 94521 (a).

REACTIVE ORGANIC COMPOUND (ROC). Any compound that has the potential, once emitted, to contribute to ozone formation in the troposphere.

VOC. A volatile organic compound (VOC) broadly defined as a chemical compound based on carbon chains or rings with vapor pressures greater than 0.1 millimeters of mercury at room temperature. These compounds typically contain hydrogen and may contain oxygen, nitrogen and other elements. See CCR Title 17, Section 94508(a).

4.503 FIREPLACES
4.503.1 GENERAL. Any installed gas fireplace shall be a direct-vent sealed-combustion type. Any installed woodstove or pellet stove shall comply with U.S. EPA New Source Performance Standards (NSPS) emission limits as applicable, and shall have a permanent label indicating they are certified to meet the emission limits. Woodstoves, pellet stoves and fireplaces shall also comply with applicable local ordinances.

4.504 POLLUTANT CONTROL
4.504.1 COVERING OF DUCT OPENINGS & PROTECTION OF MECHANICAL EQUIPMENT DURING CONSTRUCTION. At the time of rough installation, during storage on the construction site and until final startup of the heating, cooling and ventilating equipment, all duct and other related air distribution component openings shall be covered with tape, plastic, sheet metal or other methods acceptable to the enforcing agency to reduce the amount of water, dust or debris which may enter the system.

4.504.2 FINISH MATERIAL POLLUTANT CONTROL. Finish materials shall comply with this section.

4.504.2.1 Adhesives, Sealants and Caulks. Adhesives, sealant and caulks used on the project shall meet the requirements of the following standards unless more stringent local or regional air pollution or air quality management district rules apply:

1. Adhesives, adhesive bonding primers, adhesive primers, sealants, sealant primers and caulks shall comply with local or regional air pollution control or air quality management district rules where applicable or SCAQMD Rule 1168 VOC limits, as shown in Table 4.504.1 or 4.504.2, as applicable. Such products also shall comply with the Rule 1168 prohibition on the use of certain toxic compounds (chloroform, ethylene dichloride, methylene chloride, perchloroethylene and trichloroethylene), except for aerosol products, as specified in Subsection 2 below.
2. Aerosol adhesives, and smaller unit sizes of adhesives, and sealant or caulking compounds (in units of product, less packaging, which do not weigh more than 1 pound and do not consist of more than 16 fluid ounces) shall comply with statewide VOC standards and other requirements, including prohibitions on use of certain toxic compounds, of *California Code of Regulations*, Title 17, commencing with section 94507.

4.504.2.2 Paints and Coatings. Architectural paints and coatings shall comply with VOC limits in Table 1 of the ARB Architectural Suggested Control Measure, as shown in Table 4.504.3, unless more stringent local limits apply. The VOC content limit for coatings that do not meet the definitions for the specialty coatings categories listed in Table 4.504.3 shall be determined by classifying the coating as a Flat, Nonflat or Nonflat-High Gloss coating, based on its gloss, as defined in subsections 4.21, 4.36, and 4.37 of the 2007 California Air Resources Board, Suggested Control Measure, and the corresponding Flat, Nonflat or Nonflat-High Gloss VOC limit in Table 4.504.3 shall apply.

4.504.2.3 Aerosol Paints and Coatings. Aerosol paints and coatings shall meet the Product-weighted MIR Limits for ROC in Section 94522(a)(2) and other requirements, including prohibitions on use of certain toxic compounds and ozone depleting substances, in Sections 94522(e)(1) and (f)(1) of *California Code of Regulations*, Title 17, commencing with Section 94520; and in areas under the jurisdiction of the Bay Area Air Quality Management District additionally comply with the percent VOC by weight of product limits of Regulation 8, Rule 49.

4.504.2.4 Verification. Verification of compliance with this section shall be provided at the request of the enforcing agency. Documentation may include, but is not limited to, the following:

1. Manufacturer's product specification.
2. Field verification of on-site product containers.

TABLE 4.504.1 - ADHESIVE VOC LIMIT[1,2]
(Less Water and Less Exempt Compounds in Grams per Liter)

ARCHITECTURAL APPLICATIONS	VOC LIMIT
INDOOR CARPET ADHESIVES	50
CARPET PAD ADHESIVES	50
OUTDOOR CARPET ADHESIVES	150
WOOD FLOORING ADHESIVES	100
RUBBER FLOOR ADHESIVES	60
SUBFLOOR ADHESIVES	50
CERAMIC TILE ADHESIVES	65
VCT & ASPHALT TILE ADHESIVES	50
DRYWALL & PANEL ADHESIVES	50
COVE BASE ADHESIVES	50
MULTIPURPOSE CONSTRUCTION ADHESIVE	70
STRUCTURAL GLAZING ADHESIVES	100
SINGLE-PLY ROOF MEMBRANE ADHESIVES	250
OTHER ADHESIVES NOT LISTED	50
SPECIALTY APPLICATIONS	
PVC WELDING	510
CPVC WELDING	490
ABS WELDING	325
PLASTIC CEMENT WELDING	250
ADHESIVE PRIMER FOR PLASTIC	550
CONTACT ADHESIVE	80
SPECIAL PURPOSE CONTACT ADHESIVE	250
STRUCTURAL WOOD MEMBER ADHESIVE	140
TOP & TRIM ADHESIVE	250
SUBSTRATE SPECIFIC APPLICATIONS	
METAL TO METAL	30
PLASTIC FOAMS	50
POROUS MATERIAL (EXCEPT WOOD)	50
WOOD	30
FIBERGLASS	80

1. IF AN ADHESIVE IS USED TO BOND DISSIMILAR SUBSTRATES TOGETHER, THE ADHESIVE WITH THE HIGHEST VOC CONTENT SHALL BE ALLOWED.

2. FOR ADDITIONAL INFORMATION REGARDING METHODS TO MEASURE THE VOC CONTENT SPECIFIED IN THIS TABLE, SEE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT RULE 1168.

TABLE 4.504.2 - SEALANT VOC LIMIT
(Less Water and Less Exempt Compounds in Grams per Liter)

SEALANTS	VOC LIMIT
ARCHITECTURAL	250
MARINE DECK	760
NONMEMBRANE ROOF	300
ROADWAY	250
SINGLE-PLY ROOF MEMBRANE	450
OTHER	420
SEALANT PRIMERS	
ARCHITECTURAL	
NON-POROUS	250
POROUS	775
MODIFIED BITUMINOUS	500
MARINE DECK	760
OTHER	750

TABLE 4.504.3 - VOC CONTENT LIMITS FOR ARCHITECTURAL COATINGS[2,3]
GRAMS OF VOC PER LITER OF COATING, LESS WATER & LESS EXEMPT COMPOUNDS

COATING CATEGORY	VOC LIMIT
FLAT COATINGS	50
NON-FLAT COATINGS	100
NONFLAT-HIGH GLOSS COATINGS	150
SPECIALTY COATINGS	
ALUMINUM ROOF COATINGS	400
BASEMENT SPECIALTY COATINGS	400
BITUMINOUS ROOF COATINGS	50
BITUMINOUS ROOF PRIMERS	350
BOND BREAKERS	350
CONCRETE CURING COMPOUNDS	350
CONCRETE/MASONRY SEALERS	100
DRIVEWAY SEALERS	50
DRY FOG COATINGS	150
FAUX FINISHING COATINGS	350
FIRE RESISTIVE COATINGS	350
FLOOR COATINGS	100
FORM-RELEASE COMPOUNDS	250
GRAPHIC ARTS COATINGS (SIGN PAINTS)	500
HIGH TEMPERATURE COATINGS	420
INDUSTRIAL MAINTENANCE COATINGS	250
LOW SOLIDS COATINGS[1]	120
MAGNESITE CEMENT COATINGS	450
MASTIC TEXTURE COATINGS	100
METALLIC PIGMENTED COATINGS	500
MULTICOLOR COATINGS	250
PRETREATMENT WASH PRIMERS	420
PRIMERS, SEALERS, & UNDERCOATERS	100
REACTIVE PENETRATING SEALERS	350
RECYCLED COATINGS	250
ROOF COATINGS	50
RUST PREVENTATIVE COATINGS	250
SHELLACS	
CLEAR	730
OPAQUE	550
SPECIALTY PRIMERS, SEALERS & UNDERCOATERS	100
STAINS	250
STONE CONSOLIDANTS	450
SWIMMING POOL COATINGS	340
TRAFFIC MARKING COATINGS	100
TUB & TILE REFINISH COATINGS	420
WATERPROOFING MEMBRANES	250
WOOD COATINGS	275
WOOD PRESERVATIVES	350
ZINC-RICH PRIMERS	340

1. GRAMS OF VOC PER LITER OF COATING, INCLUDING WATER & EXEMPT COMPOUNDS

2. THE SPECIFIED LIMITS REMAIN IN EFFECT UNLESS REVISED LIMITS ARE LISTED IN SUBSEQUENT COLUMNS IN THE TABLE.

3. VALUES IN THIS TABLE ARE DERIVED FROM THOSE SPECIFIED BY THE CALIFORNIA AIR RESOURCES BOARD, ARCHITECTURAL COATINGS SUGGESTED CONTROL MEASURE, FEB. 1, 2008. MORE INFORMATION IS AVAILABLE FROM THE AIR RESOURCES BOARD.

TABLE 4.504.5 - FORMALDEHYDE LIMITS[1]
MAXIMUM FORMALDEHYDE EMISSIONS IN PARTS PER MILLION

PRODUCT	CURRENT LIMIT
HARDWOOD PLYWOOD VENEER CORE	0.05
HARDWOOD PLYWOOD COMPOSITE CORE	0.05
PARTICLE BOARD	0.09
MEDIUM DENSITY FIBERBOARD	0.11
THIN MEDIUM DENSITY FIBERBOARD[2]	0.13

1. VALUES IN THIS TABLE ARE DERIVED FROM THOSE SPECIFIED BY THE CALIF. AIR RESOURCES BOARD, AIR TOXICS CONTROL MEASURE FOR COMPOSITE WOOD AS TESTED IN ACCORDANCE WITH ASTM E 1333. FOR ADDITIONAL INFORMATION, SEE CALIF. CODE OF REGULATIONS, TITLE 17, SECTIONS 93120 THROUGH 93120.12.

2. THIN MEDIUM DENSITY FIBERBOARD HAS A MAXIMUM THICKNESS OF 5/16" (8 MM).

DIVISION 4.5 ENVIRONMENTAL QUALITY (continued)

4.504.3 CARPET SYSTEMS. All carpet installed in the building interior shall meet the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 (Emission testing method for California Specification 01350)

See California Department of Public Health's website for certification programs and testing labs.

https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/VOC.aspx.

4.504.3.1 Carpet cushion. All carpet cushion installed in the building interior shall meet the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 (Emission testing method for California Specification 01350)

See California Department of Public Health's website for certification programs and testing labs.

https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/VOC.aspx.

4.504.3.2 Carpet adhesive. All carpet adhesive shall meet the requirements of Table 4.504.1.

4.504.4 RESILIENT FLOORING SYSTEMS. Where resilient flooring is installed , at least 80% of flogr area receiving resilient flooring shall meet the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 (Emission testing method for California Specification 01350)

See California Department of Public Health's website for certification programs and testing labs.

hhttps://www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/VOC.aspx.

4.504.5 COMPOSITE WOOD PRODUCTS. Hardwood plywood, particleboard and medium density fiberboard composite wood products used on the interior or exterior of the buildings shall meet the requirements for formaldehyde as specified in ARB's Air Toxics Control Measure for Composite Wood (17 CCR 93120 et seq.), by or before the dates specified in those sections, as shown in Table 4.504.5

4.504.5.1 Documentation. Verification of compliance with this section shall be provided as requested by the enforcing agency. Documentation shall include at least one of the following:

1. Product certfications and specifications.
2. Chain of custody certifications.
3. Product labeled and invoiced as meeting the Composite Wood Products regulation (see CCR, Title 17, Section 93120, et seq.).
4. Exterior grade products marked as meeting the PS-1 or PS-2 standards of the Engineered Wood Association, the Australian AS/NZS 2269, European 636 3S standards, and Canadian CSA 0121, CSA 0151, CSA 0153 and CSA 0325 standards.
5. Other methods acceptable to the enforcing agency.

4.505 INTERIOR MOISTURE CONTROL
4.505.1 General. Buildings shall meet or exceed the provisions of the *California Building Standards Code*.

4.505.2 CONCRETE SLAB FOUNDATIONS. Concrete slab foundations required to have a vapor retarder by California Building Code, Chapter 19, or concrete slab-on-ground floors required to have a vapor retarder by the California Residential Code, Chapter 5, shall also comply with this section.

4.505.2.1 Capillary break. A capillary break shall be installed in compliance with at least one of the following:

1. A 4-inch (101.6 mm) thick base of 1/2 inch (12.7mm) or larger clean aggregate shall be provided with a vapor barrier in direct contact with concrete and a concrete mix design, which will address bleeding, shrinkage, and curling, shall be used. For additional information, see American Concrete Institute, ACI 302.2R-06.
2. Other equivalent methods approved by the enforcing agency.
3. A slab design specified by a licensed design professional.

4.505.3 MOISTURE CONTENT OF BUILDING MATERIALS. Building materials with visible signs of water damage shall not be installed. Wall and floor framing shall not be enclosed when the framing members exceed 19 percent moisture content. Moisture content shall be verified in compliance with the following:

1. Moisture content shall be determined with either a probe-type or contact-type moisture meter.Equivalent moisture verification methods may be approved by the enforcing agency and shall satisfy requirements found in Section 101.8 of this code.
2. Moisture readings shall be taken at a point 2 feet (610 mm) to 4 feet (1219 mm) from the grade stamped end of each piece verified.
3. At least three random moisture readings shall be performed on wall and floor framing with documentation acceptable to the enforcing agency provided at the time of approval to enclose the wall and floor framing.

Insulation products which are vieibly wet or have a high moisture content shall be replaced or allowed to dry prior to enclosure in wall or floor cavities. Wet-applied insulation products shall follow the manufacturers' drying recommendations prior to enclosure.

4.506 INDOOR AIR QUALITY AND EXHAUST
4.506.1 Bathroom exhaust fans. Each bathroom shall be mechanically ventilated and shall comply with the following:

1. Fans shall be ENERGY STAR compliant and be ducted to terminate outside the building.
2. Unless functioning as a component of a whole house ventilation system, fans must be controlled by a humidity control.
   a. Humidity controls shall be capable of adjustment between a relative humidity range less than or equal to 50% to a maximum of 80%. A humidity control may utilize manual or automatic means of adjustment.
   b. A humidity control may be a separate component to the exhaust fan and is not required to be integral (i.e., built-in)

Notes:

1. For the purposes of this section, a bathroom is a room which contains a bathtub, shower or tub/shower combination.
2. Lighting integral to bathroom exhaust fans shall comply with the *California Energy Code*.

4.507 ENVIRONMENTAL COMFORT
4.507.2 HEATING AND AIR-CONDITIONING SYSTEM DESIGN. Heating and air conditioning systems shall be sized, designed and have their equipment selected using the following methods:

1. The heat loss and heat gain is established according to ANSI/ACCA 2 Manual J - 2011 (Residential Load Calculation), ASHRAE handbooks or other equivalent design software or methods.
2. Duct systems are sized according to ANSI/ACCA 1 Manual D - 2014 (Residential Duct Systems), ASHRAE handbooks or other equivalent design software or methods.
3. Select heating and cooling equipment according to ANSI/ACCA 3 Manual S - 2014 (Residential Equipment Selection), or other equivalent design software or methods.

Exception: Use of alternate design temperatures necessary to ensure the system functions are acceptable.

CHAPTER 7
INSTALLER & SPECIAL INSPECTOR QUALIFICATIONS

702 QUALIFICATIONS
702.1 INSTALLER TRAINING. HVAC system installers shall be trained and certified in the proper installation of HVAC systems including ducts and equipment by a nationally or regionally recognized training or certification program. Uncertified persons may perform HVAC installations when under the direct supervision and responsibility of a person trained and certified to install HVAC systems or contractor licensed to install HVAC systems. Examples of acceptable HVAC training and certification programs include but are not limited to the following:

1. State certified apprenticeship programs.
2. Public utility training programs.
3. Training programs sponsored by trade, labor or statewide energy consulting or verification organizations.
4. Programs sponsored by manufacturing organizations.
5. Other programs acceptable to the enforcing agency.

702.2 SPECIAL INSPECTION [HCD]. When required by the enforcing agency, the owner or the responsible entity acting as the owner's agent shall employ one or more special inspectors to provide inspection or other duties necessary to substantiate compliance with this code. Special inspectors shall demonstrate competence to the satisfaction of the enforcing agency for the particular type of inspection or task to be performed. In addition to other certifications or qualifications acceptable to the enforcing agency, the following certifications or education may be considered by the enforcing agency when evaluating the qualifications of a special inspector:

1. Certification by a national or regional green building program or standard publisher.
2. Certification by a statewide energy consulting or verification organization, such as HERS raters, building performance contractors, and home energy auditors.
3. Successful completion of a third party apprentice training program in the appropriate trade.
4. Other programs acceptable to the enforcing agency.

Notes:
1. Special inspectors shall be independent entities with no financial interest in the materials or the project they are inspecting for compliance with this code.
2. HERS raters are special inspectors certified by the California Energy Commission (CEC) to rate homes in California according to the Home Energy Rating System (HERS).

[BSC] When required by the enforcing agency, the owner or the responsible entity acting as the owner's agent shall employ one or more special inspectors to provide inspection or other duties necessary to substantiate compliance with this code. Special inspectors shall demonstrate competence to the satisfaction of the enforcing agency for the particular type of inspection or task to be performed. In addition, the special inspector shall have a certification from a recognized state, national or international association, as determined by the local agency. The area of certification shall be closely related to the primary job function, as determined by the local agency.

Note: Special inspectors shall be independent entities with no financial interest in the materials or the project they are inspecting for compliance with this code.

703 VERIFICATIONS
703.1 DOCUMENTATION. Documentation used to show compliance with this code shall include but is not limited to, construction documents, plans, specifications, builder or installer certification, inspection reports, or other methods acceptable to the enforcing agency which demonstrate substantial conformance. When specific documentation or special inspection is necessary to verify compliance, that method of compliance will be specified in the appropriate section or identified applicable checklist.

CHRISTINA GRINA
C - 28080
8/31/25
STATE OF CALIFORNIA

RWC

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA CA, 93061
PHONE (805) 525-6400 FAX (805) 933-8040

CONSULTANT:

PROJECT:
TEAGUE PARK
NEW TOILET ROOMS
BUILDING

CLIENT:
CITY OF SANTA PAULA
300-310 STECKEL DRIVE
SANTA PAULA, CA 93060

#	Revision	Date

Scale: AS NOTED
Drawn by: CMG
06/05/2024
Job # 10504.019
Sheet: MM-2
SHEET 12 OF 12 SHTS

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RESTROOM
RESTROOM
RESTROOM

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Deputy City Manager

Subject: APPROVE A THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING (MOU) WITH SPUSD & A CONTRACT WITH ALL CITY MANAGEMENT SERVICES (ACMS) FOR CROSSING GUARD SERVICES

Date: October 1, 2025

Agenda Item: 10.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a third amendment to a Memorandum of Understanding (MOU) with the Santa Paula Unified School District (SPUSD) to pay for school crossing guard services; and

2. Authorize the City Manager to enter into a contract with All City Management Services, Inc. (ACMS) for crossing guard services in an amount not to exceed $219,809.04.

Prepared by: Jonathan Royas, Deputy City Manager

BACKGROUND:

The Santa Paula Unified School District (SPUSD) is once again looking to partner with the City of Santa Paula to facilitate crossing guards throughout the various schools in the District. In this partnership, SPUSD plans to pay for crossing guard services to All City Management Services (ACMS) and utilize the City of Santa Paula as a “pass-through”. Ultimately, SPUSD is funding crossing guard services. This is an ongoing arrangement which has transpired over the course of the last several years because the crossing guards are in the City's right-of-way and SPUSD therefore cannot contract directly with and indemnify them.

ANALYSIS:

In order to move forward with the partnership, the City of Santa Paula has prepared a third amendment to the Memorandum of Understanding (MOU) (Exhibit A - Third Amendment SPUSD) with SPUSD and was presented with an updated agreement with All City Management Services (ACMS) (Exhibit B - ACMS Agreement). The third amendment to the MOU with SPUSD would extend the term to June 30, 2026 with the option to renew up to four years thereafter. City staff has had all documents reviewed by the City Attorney’s Office. Costs associated with the crossing guard services will be paid by SPUSD, but due to the fact that the

streets are owned by the City, both agencies decided to extend the MOU in order to move the program forward.

The program will fund nine crossing guards in total at the request of the school district officials; six located throughout the City near various elementary, middle and high school locations; one located at the intersection of N. Ojai Rd. and Oakdale Pl near Bedell Elementary; one at the intersection of Steckel Dr. and Main St. near Glen City Elementary; and one at the intersection of High St. & SR-150. For regular school days the morning shift for crossing guards is around 7:15 AM to 8:30 AM and the afternoon shift is 2:15 PM to 3:30 PM. During minimum days the afternoon shift is 11:30 AM to 12:30 PM.

ACMS is a full-service crossing guard services contractor that performs work for neighboring cities, including Port Hueneme, Ventura and Oxnard. The company coordinates all aspects related to recruitment, local hiring, conducting background clearance compliant with Department of Justice standards, training, payroll, administrative support, coordination of assigning qualified substitutes during absences, local supervision, and communicating with school and site safety inspectors.

The company specializes in only providing school crossing guard services. They have been in business since 1985 and are currently the largest provider of school crossing services in the area. They employ over 3,500 crossing guards for over 150 agencies.

STRATEGIC PLAN:

This item is not a goal or objective in City Council's two-year Strategic Plan, however, it supports City Council's goal of creating an environment within the City in which our residents feel safe and promotes the City as a location of choice for living, working, visiting and recreating under Section C. Public Safety & Emergency Preparedness.

FISCAL IMPACTS:

Costs associated with providing crossing guard services are expected to be nominal for administrative services such as payment processing. The Santa Paula Unified School District will fund the program, reimbursing the City for payments made to ACMS. No budget allocation is required as these are pass-through payments that will not exceed $219,809.04.

OPTIONS:

As an alternative to staff's recommendation, the City Council has the following options available:

1. Do not approve the agreement with All City Management Services to provide school crossing guard services and the Third Amendment to the MOU with SPUSD to pay for the services rendered. Doing so is not advised as SPUSD and the City would need to confer as to an alternative manner to provide crossing guard services for youth in the City.

2. Provide staff with further direction.

ATTACHMENTS:

Exhibit A - Third Amendment
Exhibit B - ACMS Agreement 25-26.pdf

THIRD AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SANTA PAULA AND THE SANTA PAULA UNIFIED SCHOOL DISTRICT

THIS THIRD AMENDMENT ("Amendment") is made and entered into this 17th day of September 2025, by and between the CITY OF SANTA PAULA, a California general law city and municipal corporation ("City"), and the SANTA PAULA UNIFIED SCHOOL DISTRICT ("District"). City and District shall be referred to herein from time to time individually as "Party" and collectively as "the Parties."

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

A. On July 1, 2021, the City and District entered into a Memorandum of Understanding setting forth each Party's responsibility with respect to the payment of and contracting for crossing guard services.

B. The term of the MOU was from July 1, 2021 to June 30, 2022. Despite ending June 30, 2022, City and District continued to perform the MOU.

C. The MOU provides that City shall pay to All City Management Services (ACMS) all costs and expenses (the "ACMS Costs") associated with the crossing guard services provided within the City of Santa Paula at locations specified by the District.

D. The MOU further provides that District shall be responsible for timely reimbursement to the City of all ACMS Costs incurred in connection with the crossing guard services.

E. On October 19, 2022 the City and District entered into a First Amendment to the MOU to renew their obligations under the original MOU and to extend the term of the MOU through June 30, 2023. Despite ending June 30, 2023, City and District continued to perform the MOU into the 2023-2024 school year.

F. On September 4, 2024, the City and District entered into a Second Amendment to the MOU to renew their obligations under the original MOU and to extend the term of the MOU through June 30, 2025. Despite ending June 30, 2025, City and District have continued to perform the MOU to the present date.

G. The City and District now mutually desire by this THIRD Amendment to further extend the MOU for an additional one (1) year term (an "Additional Term") and increase the amount of ACMS Costs for which District must reimburse City, as set forth below.

2. AMENDMENT. In consideration of the foregoing and pursuant to Section 14 of the MOU, the MOU is amended as follows:

A. Section 3, entitled "Program," is hereby amended to read as follows:

"3. Program. Commencing in the 2025-2026 school year, the City will contract for nine (9) persons as crossing guards at certain locations within the District and located within the City of Santa Paula as designated in EXHIBIT A attached hereto and incorporated herein by this reference. The crossing guards shall provide service between the designated hours specified in EXHIBIT A."

B. Subsection 5.1 of Section 5, entitled "Crossing Guard Costs," is hereby amended to read as follows:

"5.1 For the 2025-2026 school year, the City shall pay to ACMS all costs and expenses associated with the crossing guard services provided within the City of Santa Paula at the locations and for the amounts specified in EXHIBIT A (the "ACMS Costs")."

C. Section 8, entitled "Term of Agreement," is hereby amended to read as follows:

"8. Term of Agreement. The term of this Agreement shall be from July 1, 2023 to June 30, 2026, unless earlier terminated as provided herein. The term may be extended for additional one (1) year terms (an "Additional Term"), for up to four (4) Additional Terms, upon the mutual agreement of the Parties. The Parties must give each other written notice of intent to extend this MOU at least thirty (30) days prior to the conclusion of the term and each Additional Term, as applicable."

D. Exhibit A to the MOU is hereby replaced with Exhibit A attached to this Amendment.

3. **COUNTERPARTS.** This Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.

4. **LIMITED AMENDMENT.** Except as modified by this Amendment, all other terms and conditions of the MOU, as amended by the First and Second Amendments, remain in full force and effect. Whenever the term "MOU" is used in the MOU it shall mean the MOU, as modified by this Amendment. In the event of a conflict between this Amendment and the MOU, as amended by the First and Second Amendments, the provisions of this Amendment shall control.

[Signatures on Next Page]

SIGNATURE PAGE TO
THIRD AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SANTA PAULA AND THE SANTA PAULA UNIFIED SCHOOL DISTRICT

IN WITNESS WHEREOF, the duly authorized representatives of the City and District have executed this Amendment effective as of the first day and year written above.

CITY OF SANTA PAULA	SANTA PAULA UNIFIED SCHOOL DISTRICT
_____	_____
Dan Singer, City Manager	Jeff Weinstein, Superintendent
ATTEST:	
_____	38-3902376
Julie Latshaw, City Clerk	Taxpayer ID No.
APPROVED AS TO FORM:	
_____	
Monica Castillo, City Attorney	

65283.00001\42594062.1

EXHIBIT A
TO
THE THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING

[Attached behind]

EXHIBIT A

All City Management Services Inc.

Client Worksheet 2025-2026

Department: **1000910**

Billing Rate for 2025 - 2026: **$ 41.63**

City of Santa Paula
201 S. Steckel
Santa Paula, CA 93060

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

Sites with traditional calendar:

7 Sites at 4.00 hrs per day	28 Total Hrs/day	X	180 days/yr	X	$41.63 Hourly Billing Rate	=	$209,815.20
2 Sites at 4.00 hrs per day	8 Total Hrs/day	X	21 days/yr	X	$41.63 Hourly Billing Rate	=	$6,993.84

August 11, 2025 - September 9, 2025

E. Main. St/4th & Main St./Dean Dr.

TOTAL PROJECTED HOURS	**5,208.00**	**TOTAL ANNUAL PROJECTED COST**	**$216,809.04**

EXHIBIT B -
ACMS Agreement



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated August 1, 2025, and is between the CITY OF SANTA PAULA (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about August 1, 2025, and ends on June 30, 2026, and for such term thereafter as the parties may agree upon.

2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a “Crossing Guard”. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.

3. The City’s representative in dealing with the Contractor shall be designated by the City of Santa Paula.

4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.

5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.

6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.

7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the “Services”) shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City’s jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.

10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than $1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.

11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.

    a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.

    b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.

    c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.

    d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of $5,000,000 (Five Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.

13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.

14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Forty-one Dollars and Sixty-three Cents **($41.63)** per hour, per Crossing Guard during the term. Based on a minimum of nine (9) sites and upon a projected (5,208) hours of service the cost shall not exceed Two Hundred Sixteen Thousand, Eight Hundred Nine Dollars ($216,809.04) per year, unless Contractor fails to perform service.

15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.

16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.

17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.

18 This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY	**CONTRACTOR**
City of Santa Paula	**All City Management Services, Inc.**
By_____	By Demetra Farwell
Signature	D. Farwell, Corporate Secretary
_____	
Print Name and Title	
Date_____	Date August 18, 2025

All City Management Services Inc.

Client Worksheet 2025-2026

Department: **1000910**

Billing Rate for 2025 - 2026: **$ 41.63**

City of Santa Paula
201 S. Steckel
Santa Paula, CA 93060

KEY:
Traditional Calendar:
For sites with no regularly scheduled early release days, use 180 regular days

Sites with traditional calendar:

7 Sites at 4.00 hrs per day	28 Total Hrs/day	X	180 days/yr	X	$41.63 Hourly Billing Rate	=	$209,815.20
2 Sites at 4.00 hrs per day	8 Total Hrs/day	X	21 days/yr	X	$41.63 Hourly Billing Rate	=	$6,993.84

August 11, 2025 - September 9, 2025
E. Main. St/4th & Main St./Dean Dr.

TOTAL PROJECTED HOURS **5,208.00** **TOTAL ANNUAL PROJECTED COST** **$216,809.04**

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: AGREEMENT WITH OAKRIDGE LANDSCAPE, INC. FOR CITYWIDE LANDSCAPE AND RESTROOM MAINTENANCE SERVICES

Date: October 1, 2025

Agenda Item: 10.C

RECOMMENDATION:

Staff Recommends City Council:

1. Authorize the City Manager to execute an agreement with Oakridge Landscape, Inc. for citywide landscape services and restroom maintenance.

BACKGROUND:

The Parks and Recreation Department is responsible for the maintenance of all City-owned landscaping, including parks, public grounds, and public restrooms. These services are provided through a combination of in-house staff and contracted vendors to ensure that facilities are maintained in a safe, clean, and visually appealing condition for public use.

In June 2025, staff issued a Request for Proposals (RFP) for citywide landscape & restroom maintenance services. The city received nine proposals in response to the solicitation. The proposals were evaluated for completeness, responsiveness, and cost competitiveness.

ANALYSIS:

The project was advertised in the Santa Paula Times and posted publicly. Bid documents were publicly opened and certified by the City Clerk on July 1, 2025, in the City Council Chambers. Nine bids were received. The bid results are as follows:

Oakridge Landscape Inc	$156,864.00*
SPL Landscape	$187,800.00
Bark & Branch Landscaping	$187,800.00
Brightview Landscape Services	$215,412.00
Elite Maintenance & Tree Service	$219,988.50
Mariposa Landscape	$265.776.24
Premier Property Preservation	$396,120.00
Garcia's Landscaping	$437,532.00

Fourest Tree Care & Landscape	$604,176.00

Staff finds that the low bid submitted by Oakridge Landscape Inc is an acceptable bid, is responsive, and meets the requirements of the bid documents. Bidding rules require that the City Council award the contract to the lowest responsive and responsible bidder or reject all bids.

*Staff identified an error in Oakridge Landscape Inc.'s original bid calculation. Their corrected bid amount is $156,898.80, which remains the lowest bid received.

Staff requests that Council approve the agreement in an amount not to exceed $185,000 to cover irrigation technical support, repairs, and any additional work that may be required from time to time.

STRATEGIC PLAN:

This item is not a goal or objective in City Council's two-year Strategic Plan; however, it is vital in order for us to provide well-maintained and safe landscaped areas throughout the city.

We accomplish this by providing services both through agreements with qualified contractors and by the efforts of dedicated City staff.

FISCAL IMPACTS:

The costs for the proposed agreement were approved as part of the City Council FY 25-26 budget:

280-5-5022-202	$27,135.00
500-5-5028-202	$1,560.00
610-5-5063-209	$1,560.00
620-5-5072-202	$8,923.92
504-5-6002-202	$39,408.00
104-5-1532-202	$51,486.60
100-5-1532-202	$20,119.08
803-5-1532-209	$6,706.20

Any irrigation tech support, repairs or extra work will be funded by approved parks & grounds budget line items that have been previously approved by City Council as part of the 25-26 FY.

OPTIONS:

As an alternative to Staff's recommendation, the City Council has the following options:

1. Do not award the contract to Oakridge Landscape, Inc. If Council chooses not to award the contract, staff will be required to start the bid process over by advertising for bids, hold a public bid opening and bring another contract before Council for consideration.

ATTACHMENTS:

EXHIBIT A - Bid Tally Sheet City-Wide Landscaping 2025.pdf
EXHIBIT B - Oakridge Landscape Inc Bid Packet 2025.pdf
EXHIBIT C - Oakridge Landscape Inc Agreement 2025.pdf

EXHIBIT A

City-Wide Landscaping

Bid Tally Sheet

CITY OF SANTA PAULA

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

PROJECT: City-wide Landscaping and Restroom Maintenance

PROJECT No.:
Bid Date: Tuesday, July 1, 2025
Time of Opening: 3:00 PM
Location: City Council Chambers

Bidder Company Name/City	Bid Amount	Bond	Addendum/a
Brightview Landscape Svs., Ventura	$215,412		
SPL Landscape, Ventura	$187,800		
Oakridge Landscape, Ventura	$156,864		
Elite Maintenance + Tree Srv., Clovis	$219,988.50		
Premier Property Preservation, Van Nuys	$396,120		
Mariposa Landscape, Irwindale	$265,776.24		
Bark + Branch Landscaping, Santa Paula	$187,800		
Garcia's Landscaping, Oxnard	$437,532		
AT			
Fourest Tree Care + Landscape, Oxnard	$604,176		

July 1, 2025
Date

Ulises Valenzuela
Parks & Recreation Supervisor

July 1, 2025
Date

Julie Latshaw, CMC
City Clerk

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

EXHIBIT A

Oakridge Landscape, Inc.

Bid Packet

Background of Oakridge Landscape Inc:

Family owned business for over 40 years. Jeff Myers, current president, took over the business from his father and expanded the company into a powerful regional company with over 400 employees. Oakridge has 4 divisions: Construction, Maintenance, Arbor, and Erosion. We only work in California in the counties of Orange, Riverside, Los Angeles, Ventura, Santa Barbara, and San Luis Obisbo.

The Camarillo branch location currently provides service for the counties of Ventura and Santa Barbara. We currently service the City of Moorpark and City of Camarillo. Our Chatsworth branch provides service for the city Santa Clarita and Los Angeles County.

Services offered:
Construction Division, Maintenance Division, Arbor Division, Erosion Division

Main Contacts:
Silvino Rosas- Camarillo and Central Coast Branch Manager
C-805-252-3743
After Hours-805-441-9100
silvino@oakridgelandscape.net

Statement:

Oakridge Landscape pledges to perform the services and adhere to the requirements in the RFP and the Scope of Work for Santa Paula. Oakridge has never experienced any litigation with any city maintenance contract.

Qualification of Team

Silvino Rosas- Branch Manager for Camarillo
Nativadad Lopez-Account Manager

Silvino has been the branch manager for 2 years now and previously was an Assistant Branch Mgr and Account Manager. He was an Account Manager for 15 years and is experienced in all facets of the landscape business.
Nativadad has been an Account Manager for 15 years with Oakridge and is trained as an Irrigation Tech. He will directly oversee the crews assigned to the city. He has been managing the crew that is currently working in Moorpark. .

Experience and References

Oakridge Landscape Inc is very experienced with municipal landscape service contracts. Over the the last several years, the Camarillo branch team have worked for Camarillo, Oxnard, Moorpark and Santa Maria. We are familiar with the specifics of all aspects of service when it applies to Scope of Work contracts. The same team of Silvino and Nativadad will be leading the crews in Santa Paula.

Local References:

1. Leland Baxter- Parks Sup- City of Moorpark. lbaxter@moorparkca.gov
2. Paul Medel- Public Works Mgr- City of Goleta. pmedal@cityofgoleta.org
3. David Sandoval-Facilities Sup- City of Camarillo. dsandoval@cityofcamarillo.org
4. K. Rosenberger-Facilities- City of Santa Barbara. krosenberger@santabaraca.gov
5. Sri Krishnamurthy- CHP of Calif/Goleta 916 843-4318

Scope of Work Understanding

Oakridge has a successful track record with municipalities contracts. With our multiple variety of landscape service contracts we maintain with our crews from Camarillo, we 100% understand the unique requirements that the City of Santa Paula RFP includes. We know we have the strengths needed to provide the high level of expertise and pro-active communication needed.

Scope Approach

Parks and Right-of-Ways

Our 2 man crew we do all the Turf Management with the mowing and edging of the Parks and maintain all Parks Department Right-of-Ways. Our crews will be working 3 days a week, most likely M, W, and F. Plan would be the crew is on the Parks 1 day and on the Right-of-Ways the other 2 days.

Janitorial Services-Restrooms

1 full time crew member on 8 locations. Opening each location each morning at the designated time. Daily cleaning and sanitizing, restocking consumables, and checking any for any vandalism or unsafe conditions to the city.

As the backbone of any successful landscape, the irrigation system needs to be monitored and repaired quickly as issues arise. Malfunction alerts are sent to our account manager in real time. In addition, Oakridge will cycle through checking controllers and valves on a daily basis. Alerts are double checked and attended to at the controller. We rotate through all controllers to make sure they are checked throughout the month. When an alert is found in the system via reports or direct notification, focus will be placed on correcting and repairing the issue. Overgrown shrubs to be pruned back to ensure they do not impede the throw of sprinklers. Shrubs and ground cover to be pruned to maintain in bounds and off of walls, fences and sidewalks.

Clearance pruning shall be provided for all structures. Trees to be skirted for vehicle and pedestrian clearance.

Irrigation tech and crews report and reconcile all work with the Account Manager in the afternoon, daily. Upon completion of each section and prior to starting the next, the foreman will complete a checklist noting items that have been completed and any problem items. This process will help us to deliver the service that is needed to create a clean, safe and healthy environment.

Silvino Rosas
3490 Dickson Dr.
Orcutt CA 93455
(805) 478-8974
silvino805z@gmail.com

PROFESSIONAL EXPERIENCE

Division Manager – Landscape Maintenance & Erosion Control Oakridge Landscape Inc. – Central Coast -01/24 – Present

- Oversee all aspects of landscape maintenance, including mowing, pruning, irrigation management, and seasonal planting for multiple commercial and residential properties.
- Lead a team of 80 maintenance personnel and landscape technicians, ensuring optimal performance, safety, and adherence to company policies.
- Spearhead erosion control projects, implementing strategies that include soil stabilization, silt fence installation, and native vegetation for sustainable landscape solutions.
- Manage budgets, monitor expenses, and ensure cost-effective solutions while maintaining quality standards for all landscape maintenance and enhancement projects.
- Coordinate with clients to develop customized landscape enhancement plans, including plant selection, hardscaping, and aesthetic upgrades.
- Collaborate with project managers, contractors, and vendors to ensure timely completion of projects within scope, budget, and timeline.
- Conduct routine quality control inspections to ensure compliance with environmental standards, project specifications, and customer satisfaction.

Landscape Maintenance Supervisor
Oakridge Landscape– Central Coast
10/2013 – 12/2024

CERTIFICATIONS & PROFESSIONAL DEVELOPMENT

- Certified Landscape Professional (CLP) – 11/2015
- Erosion and Sediment Control Certification – 10/2018
- Chemical Applicator- 01/02/2025
- Management Training Courses with Pryor Learning- 2024

Exhibit A
SCOPE OF SERVICES

Santa Paula Creek Sports Park

TURF MANAGEMENT

- For all turf areas, Contractor will inspect and police the grounds for litter and debris prior to each mowing and dispose of it on-site in Owner provided receptacle.
- Turf will be, mowed one time per week during active growing periods, Mowing height for all irrigated lawn areas will be no less than 1 ½" and no more than 2 ½" for a finished cut height unless otherwise requested.
- Mowing pattern will be varied where possible to reduce rutting and compaction of grade. Any excess clippings will be dispersed and/or collected to prevent damage and unsightly appearance of lawns. Clippings will be disposed of off-site.
- All sidewalks curb lines, concrete slabs, tree circles, and bed edges will be edged to maintain a neat and manicured appearance. String trimming will be performed around all trees, shrubs, road signs, guard posts, utility poles, and other obstacles.
- Reporting of any unsafe conditions, including trip hazards, vandalism, or damaged infrastructure.
- Reporting of irrigation issues- Any irrigation repairs outside of the scope of routine maintenance must be reported and pre-approved by the City prior to any work being performed.
- Scope of work does **NOT include Softball Field and Soccer field** only passive areas.

Teague Park

Mowing:

- Turf shall be mowed, and clippings removed.
- Cut cool season turf at least 2 ½ inches during warm season
- Cut warm season turf at 1 ½ inches during cool season
- Turf shall be cut at a uniform height
- Turf shall be cut with sharp blades
- Mowing patterns shall be changed weekly to avoid rutting of turf areas
- Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles in the lawn areas, such as electrical boxes or fixtures
- No mowing shall be performed in very wet conditions. The client will be notified when the mow day shall be rescheduled
- Areas to be kept free of normal litter and debris during mowing

Edging:

- Perform edging on a weekly basis
- All turf edges adjacent to walks, curbs, paved areas, fixtures at grade, and shrub or ground cover areas shall be trimmed as needed to maintain a crisp and neat appearance with power edger. The use of string trimmer for edging is prohibited

- Care shall be exercised with regard to the use of string trimmer (weed eaters) to prevent damage to trees, building surfaces, walls, header board, light fixtures, signage, etc.

Las Piedras Park

Mowing:

- Turf shall be mowed, and clippings removed.
- Cut cool season turf at least 2 ½ inches during warm season
- Cut warm season turf at 1 ½ inches during cool season
- Turf shall be cut at a uniform height
- Turf shall be cut with sharp blades
- Mowing patterns shall be changed weekly to avoid rutting of turf areas
- Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles in the lawn areas, such as electrical boxes or fixtures
- No mowing shall be performed in very wet conditions. The client will be notified when the mow day shall be rescheduled
- Areas to be kept free of normal litter and debris during mowing

Edging:

- Perform edging on a weekly basis
- All turf edges adjacent to walks, curbs, paved areas, fixtures at grade, and shrub or ground cover areas shall be trimmed as needed to maintain a crisp and neat appearance with power edger. The use of string trimmer for edging is prohibited
- Care shall be exercised with regard to the use of string trimmer (weed eaters) to prevent damage to trees, building surfaces, walls, header board, light fixtures, signage, etc.

Site	Cost
Santa Paula Creek Sports Park	$2,634
Teague Park	$1307.
Las Piedras Park	1.307.
Monthly Total	$5,248.

Right of Ways

Item #1 - Santa Paula Street at Cameron Island - Planter area consists of concrete island with various of shrubs. Maintenance includes monthly clearance trimming to curb line, removal of dead shrubs, weeding as necessary and bi-weekly litter removal.

Item #2 - Ojai Rd at Cherry Hill St. to SP City Limit - Planter area adjacent to public pathways consisting of hedges and various varieties of shrubs. Maintenance includes monthly shrub trimming for clearance, weed control as necessary and bi-weekly litter removal.

Item #3 -Ojai Rd. at Amber Ln. - Adjacent to public pathways consisting of shrubs and hedges. Maintenance includes monthly shrub and hedge trimming for pathway clearance, weeding as necessary and weekly litter removal.

Item #4 - Peck Road North/West Corner at Telegraph Road - Planter area consisting of trees and various varieties of shrubs and ground cover. Maintenance includes monthly box trimming of hedges, clearance trimming, weed control as necessary and weekly water removal.

Item #5 - Peck Rd. at Harvard Blvd. - SE Planter - Planter area consisting of trees and various varieties of shrubs and ground cover. Maintenance includes monthly box trimming of hedges, clearance trimming, weed control as necessary and weekly litter removal.

Item #6 - Peck Rd. Parkways / Santa Paula St. to Foothill Rd. - Planter area adjacent to public pathways consisting of hedges and various varieties of shrubs. Maintenance includes monthly shrub trimming for clearance, weed control as necessary and weekly litter removal.

Item #7 - Peck Road East Side of Harvard to Faulkner Road - Planter area consisting of trees and various varieties of shrubs and ground cover. Maintenance includes monthly box trimming of all hedges, clearance trimming of all shrubs from pedestrian pathways, weeding as necessary, removal of plants that are dead or encroaching into other plants. These may be transplanted to other locations. Weekly litter removal.

Item #8 - Saticoy St. at Ojai Rd. (median) - Planter area consists of island planter with low growing shrubs. Maintenance includes monthly shrub trimming for clearance, weed control as necessary and bi-weekly litter removal.

Item #9 - Parkway Planters at Telegraph & Country View Ct. - Planter area consisting of shrubs adjacent to pedestrian ways. Maintenance includes monthly box trimming of hedges, trim for clearance, and weed control as necessary and monthly litter removal.

Item #10 - Downtown Main St. / 7th St. east to 8th St. east to 12th St. –Maintenance includes weekly edging, mowing and weeding of grass areas. Monthly trimming of shrubs and plants and removal of dead material, remove all suckers from trees and notify City of any dead, diseased or damaged tree, weekly litter removal. Also included is bi-annual maintenance (aeration) of grass areas, weed and bi-monthly fertilizer application.

Item #11 - Hillsborough Manor Ridge Hillside, East End of Loma Vista – Manor Ridge Hillside - Consists of hillside planting area with ground cover and some shrubs. Maintenance includes Bi-weekly weeding and litter removal. East end of Loma Vista - Consists of hillside area.

Item #12 - Well 12 at Lemonwood Dr. - Area consists of shrubbery, vines, ground cover and ornamental plants. Maintenance includes bi-weekly trimming to maintain clearances as needed, weeding and litter removal on a weekly basis.

Item #13 - Well 13 at Cemetary Rd. - Area consists of shrubbery, vines, ground cover and ornamental plants. Maintenance includes bi-weekly trimming to maintain clearances as needed, weeding and litter removal on a weekly basis.

Item #14 - City Reservoir at 10th St. - Landscaped area consisting of ornamental plants, rose bushes, hedges, vines, ground cover, etc. Maintenance includes weekly maintenance of landscaped areas. Maintenance also includes inside the fence line around the City reservoir to control weed growth. This can be accomplished either by weed spray or pre-emergence to bare soil. There is a large area adjacent to the landscaped area on the 10th St. side that is currently un-improved. This area will also be maintained weed free.

Item #15 - Peck Rd. Ditch - Area consisting of mostly un-improved or natural areas. Maintenance includes weed control and litter removal on a monthly basis.

Item #16 - Park St. Easement Mill Park - Area consisting of mostly un-improved or natural areas, Maintenance includes weed control and litter removal on a monthly basis. In addition, maintenance of the vines and landscaping surrounding the Park Street Booster Station is required.

Item #17 - Santa Clara and 12th St. - Area consisting of mostly un-improved or natural areas. Maintenance includes weed control and litter removal on a monthly basis.

Item #18 - Main St. at Harvard Blvd. West/East side to bridge - Area consisting of mostly un-improved or natural areas. Maintenance includes weed control and litter removal on a monthly basis.

Item #19 - 10th St- Ventura St. to Main St. (Eastside parkway) - consists of weekly edging, mowing and weeding of grass areas. Monthly trimming of shrubs and plants and removal of dead material, remove all suckers from trees and notify City of any dead, diseased or damaged tree, weekly litter removal. Also included is bi-annual maintenance (aeration) of grass areas, weed and bi-monthly fertilizer application.

Item #20 - Santa Paula & Palm Ave. Southwest planter along Palm Ave.

Maintenance includes trimming of shrubs, removal of litter, removal of dead material, removal of suckers from any tree and bi-weekly litter removal.

Item #21 - West side of Palm Ave. from Ventura St. to Main St. (Water Yard) -

Landscaped area along Palm Ave. consisting of vines, shrubbery and ground cover along the fence line to the lawn area at the corner of Palm Ave. and Main St. Maintenance Includes weekly trimming to maintain clearance of pedestrian pathways, mowing, edging, weeding as necessary, removal of dead plant material and litter removal.

Item #22 - Green Street Parking Lot and Alley - Planter areas consisting of blocked planters and ground planters with ornamental trees and shrubs. Maintenance includes bi-weekly litter removal, weeding as necessary and removal of dead plant material, blowing of Parking lot.

Item #23 - Santa Paula Water Recycling Facility 920 Cal Pipe Rd. – Maintenance includes weed abatement along driving area inside of fence line. Weed abatement in the front of building, tree trimming, removing suckers, and litter removal bi-weekly.

Item #24 - Forrest Planter - Consists of hedging, weed abatement, removal of dead material, litter abatement, including all debris on walkway. Work is to be completed bi-weekly.

Item #25 - East Area 1 Corner of Hallock Dr./Telegraph Rd. (all 4 corners intersection)- Maintenance includes mowing, edging, hedging, removal of dead material, testing irrigation, and weed and litter abatement. Tree pruning up to 10 ft. to clear walkways.

Item #26 – East Area 1 Corner of Hallock Dr./Packing House St. up to Limoneira Lane ends at Autumn Lane. - This includes ROW's at both sides of the street including adjacent parkways– Maintenance includes edging, hedging, removal of dead material, weed control, testing irrigation, and weed and litter abatement. Tree pruning up to 10 ft. to clear walkways.

Item #27 East Area 1 Corner of Hallock Dr./Telegraph Rd. up to Santa Paula St. - This includes ROW's at both sides of the street including adjacent parkways and center median– Maintenance includes edging, hedging, removal of dead material, weed control, testing irrigation, and weed and litter abatement. Tree pruning up to 10 ft. to clear walkways.

Item #28 East Area 1 Corner of Santa Paula St./Harvest Loop West to Harvest Loop East (going East) This includes ROW's at both sides of the street including adjacent parkways and center median– Maintenance includes edging, hedging, removal of dead material, weed control, testing irrigation, and weed and litter abatement. Tree pruning up to 10 ft. to clear walkways.

Item #29 East Ares 1 Starts at corner of Santa Paula St./Harvest Loop West to Harvest Loop East ends at Autumn Path Lane - This includes ROW's at both sides of the street including adjacent parkways– Maintenance includes edging, hedging, removal of dead material, weed control, testing irrigation, and weed and litter abatement. Tree pruning up to 10 ft. to clear walkways.

Site #	Location	Weekly	Biweekly	Monthly	Price
1	Santa Paula street at Cameron Island		X		$ 130.
2	Ojai Rd at Cherry Hill St. to SP City Limit		X		$ 130.
3	Ojai Rd. at Amber Ln.		X		$ 130.
4	Peck Road North/West Corner at Telegraph Road		X		$ 130.
5	Peck Rd. at Harvard Blvd.-SE Planter		X		$ 130.
6	Peck Rd. Parkways / Santa Paula St. to Foothill Rd.			X	$ 83.66
7	Peck Road East Side of Harvard to Faulkner Road			X	$ 86.66
8	Saticoy St. at Ojai Rd. (median)		X		$ 130
9	Parkway Planter at Telegraph & Country View Ct.			X	$ 83.66
10	Downtown Main St. /7th St. east to 8th St. east to 12th St.	X			$ 270.-

11	Hillsborough Manor Ridge Hillside, East End of Loma Vista		X		$ 130.
12	Well 12 at Lemonwood Dr.		X		$ 130.
13	Well 13 at Cemetary Rd.		X		$ 130
14	City Reservoir at 10th St.	X			$ 270.
15	Peck Rd. Ditch			X	$ 83.66
16	Park St. Easement Mill Park			X	$ 83.66
17	Santa Clara and 12th St.			X	$ 83.66
18	Main St. at Harvard Blvd. West/East side to bridge		X		$ 130.
19	10th St.- Ventura St. to Main St. (Eastside parkway)	X			$ 270.
20	Santa Paula & Palm Ave. Southwest planter along Palm Ave.		X		$ 130
21	West side of Palm Ave. from Ventura St. to Main St. (Water Yard)		X		$ 130.
22	Green Street Parking Lot and Alley		X		$ 130.
23	Santa Paula Water Recycling Facility 920 Cal Pipe Rd.		X		$ 130.
24	Forrest Planter		X		$ 130
25	East Area 1 Corner of Hallock Dr./Telegraph Rd. up to Limonera Ln.		X		$ 130.
26	East Area 1 Corner of Hallock Dr./Packing House St. up to Limoneira Lane ends at Autumn Lane		X		$ 130.
27	East Area 1 Corner of Hallock Dr./Telegraph Rd. up to Santa Paula St.		X		$ 130.
28	East Area 1 Corner of Santa Paula St./Harvest Loop West to Harvest Loop East (going East)		X		$ 130.
29	East Ares 1 Starts at corner of Santa Paula St./Harvest Loop West to Harvest Loop East ends at Autumn Path Lane		X		$ 130.
		Monthly		Total	$ 3,912.

Janitorial Services

- Daily cleaning and sanitizing of public restrooms at designated City locations.
- Restocking supplies, including toilet paper, soap, and paper towels (City to provide consumables).
- Opening restrooms to the public at designated times, as requested by the City.
- Reporting any unsafe or unsanitary conditions (e.g., vandalism, plumbing issues, safety hazards) to City staff immediately.

Site #	Location	Frequency	Price
1	Teague Park	Monday-Friday	$ 558.95
2	Las Piedras Park	Monday-Friday	$ 558.95
3	Veterans Park	Monday-Friday	$ 558.95
4	Santa Paula Creek Sports Park	Monday-Friday	$ 558.95
5	Mill Park	Monday-Friday	$ 558.95
6	Harding Park	Monday-Friday (January-July) Mon, Wed, Fri (August-December)	$ 558.95
7	Railroad Plaza Park	Friday	$ 279.42
8	Recreation Park	Friday	$ 279.42
		MONTHLY TOTAL	$ 3,912.90

OAK RIDGE LANDSCAPE BIDS:

MONTHLY GRAND TOTAL: $ 13,072.20

ANNUAL GRAND TOTAL: $ 156,864.00



Rate Sheet

EFFECTIVE: 2025

UNIT PRICE SCHEDULE FOR EXTRA WORK & EMERGENCY WORK
MAINTENANCE DIVISION

LABOR	EXTRA WORK PER HOUR	EXTRA WORK PREMIUM TIME RATES PER HOUR*
LABORER	$ 46.00	$ 69.00
FOREMAN	$ 65.00	$ 97.50
LABORER W/ EQUIPMENT	$ 65.00	$ 97.50
OPERATOR/FOREMAN	$ 85.00	$ 127.50
IRRIGATION TECHNICIAN W/ TRUCK	$ 85.00	$ 127.50

SHRUBS, VINES & TREES	
4" Flat of Seasonal Color	$ 50.00
1 Gallon Plant - COMMON VARIETIES	$ 25.00
5 Gallon Plant - COMMON VARIETIES	$ 55.00
15 Gallon Plant - COMMON VARIETIES	$ 185.00
24" BOX Tree - COMMON VARIETIES	$ 475.00

UNIT PRICES INCLUDE PLANTS, SOIL AMENDMENTS, STAKES, TIES AND LABOR

MULCH	
PER YARD	$85.00

IRRIGATION	
1" Superior Brass Valve	$ 395.00
1 1/4" Superior Brass Valve	$ 420.00
1 1/2" Superior Brass Valve	$ 430.00
2" Superior Brass	$ 475.00
1" Plastic Valve	$ 360.00
1 1/4" Plastic Valve	$ 385.00
1 1/2" Plastic Valve	$ 395.00
2" Plastic Valve	$ 435.00

OAKRIDGE LANDSCAPE

CALIFORNIA STATE CONTRATORS LICENSE

Landscape Contractor
Arbor Care
General Contractor

dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **798565** Entity CORP

Business Name OAKRIDGE LANDSCAPE INC

Classification(s) A B C27 C61/D49

Expiration Date 08/31/2025 www.cslb.ca.gov

CSLB

City of SANTA PAULA, CA
BUSINESS LICENSE

OAKRIDGE LANDSCAPE I
28042 AVE STANFORD, UNIT E

LOCATION OF BUSINESS

This license is to be displayed conspicuously at the location of business, and is not transferable or assignable.

OAKRIDGE LANDSCAPE I
28042 AVE STANDFORD
UNIT E
VALENCIA CA 91355

EXPIRATION DATE	
12/31/2024	
DATE PAID	LICENSE NUMBER
1/01/2024	05493
LICENSE FOR	
SALES/PROFESSIONS/SERVICES	
LICENSE FEE: $	39.00
GROUP NUMBER	CLASS
110	2

ISSUANCE DOES NOT INDICATE COMPLIANCE WITH FIRE, BUILDING, ZONING OR STATE LICENSE REQUIREMENTS.

Dear Client,

Please find your current year's license attached. Please note the following important information in regards to your license.

IMPORTANT
This Business License Receipt constitutes an acknowledgement for the payment of a business tax required by the Santa Paula City Code, to engage in, carry on or conduct, in this City, the business, trade, calling, profession, exhibitions, or avocation described hereon. THE HOLDER MUST COMPLY WITH ALL STATUTES AND ORDINANCES.

TRANSFER OF BUSINESS LICENSE TAX RECEIPT
Except in special cases this Business License Tax Receipt may be transferred to a new owner. Please contact the Business License Tax Department for further information and instructions.

CHANGE OF ADDRESS
A change of business address should be reported immediately to the Business License Tax Department.

Thank you,

Business Tax License Department
City of Santa Paula
P.O. Box 569
Santa Paula, CA 93061
(805) 933-4211

Department of Industrial Relations
STATE OF CALIFORNIA

APPLICATION FOR
PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Public Works

Period: 07/01/2022 06/30/2025

Contractor Information

Contractor Name: OAKRIDGE LANDSCAPE, INC.

Trade Name:

License Type Number: 1000008346

Contractor Physical Address

Physical Business Country: United States of America

Physical Business City/ Province: VALENCIA

Physical Business Address: 28042 AVENUE STANFORD UNIT #E

Physical Business State: CA

Physical Business Postal Code: 91355

Contractor Mailing Address

Mailing Country: United States of America

Mailing City /Province: VALENCIA

Mailing Address: 28042 AVENUE STANFORD UNIT #E

Mailing State: CA

Mailing Postal Code: 91355

Contact Info

Daytime Phone:

Daytime Phone Ext.:

Mobile Phone:

Business Email: susie@oakridgelandscape.net

Applicant's Email: susie@oakridgelandscape.net

Workers' Compensation

Professional Employer Organization (PEO)

Do you lease employees through Professional Employer Organization? No

Workers' Compensation Overview

Carrier: CYPRESS INSURANCE COMPANY
Inception Date: 07/01/2021

Policyholder Name: OAKRIDGE LANDSCAPE, INC.
Expiration Date: July 1, 2022

Policy Number: OAWC209070

Certification

Yes I certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award

I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

Yes I certify that one of the following is true: (1) I am licensed by the Contractors State License Board (CSLB) in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code; or (2) my business or trade is not subject to licensing by the CSLB.

I understand refunds are not authorized

I, Susan L Meza, the undersigned, am , OAKRIDGE LANDSCAPE, INC. with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information provided in this application could result in the certification being canceled.

I certify this on: 5:11 AM

Legal Entity Information

Legal Entity Type: Corporation

Name: OAKRIDGE LANDSCAPE, INC.

CA

TRANSACT0029541

Transaction Record

First Name

Jann

Last Name

Ocampo

Renewal Amount

1200

Penalty Amount

0

Payment Amount

1200

Payment Period

3

Registration Valid Date

2025-07-01

Registration Violation Penalty Required

No

Penalty of Perjury Acceptance Date

2025-06-13 12:48:33

Name

Jann Ocampo

User Account Email

jocampo@oakridgelandscape.net

Confirmation Number

25061355271615

* Transaction Status

Successful

Number

TRANSACT0029541

Payment URL

Click here

Is this registration a renewal of an existing registration

Activity

Activity

No readable comment field

Related Lists

Registration Dates for this Transaction (1)

Registration Date (1)

☰ Registration Dates

Contractor	Registration Start Date	Registration End Date	Registration Status
1000008346 - OAKRIDGE LANDSCAPE, INC.	2025-07-01	2028-06-30	Future

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Venbrook Insurance Services
6320 Canoga Avenue, 12th Floor
Woodland Hills, CA 91367

www.venbrook.com CA Lic No. 0D80832

CONTACT NAME: Venbrook Insurance Services
PHONE (A/C, No, Ext): 818-598-8900 **FAX (A/C, No):** 818-598-8910
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Accelerant Specialty Insurance Company - A- IX	16890
INSURER B : Greenwich Insurance Company - A+ XV	22322
INSURER C : Oak River Insurance Company - A++ XV	34630
INSURER D : Travelers Property Casualty Co of America - A+ XV	25674
INSURER E : Westchester Surplus Lines Insurance Co - A++ XV	10172
INSURER F : AGCS Marine Insurance Company - A+ XV	22837

INSURED
Oakridge Landscape, Inc.
28042 Avenue Stanford
Unit E
Valencia CA 91355

COVERAGES **CERTIFICATE NUMBER:** 85927585 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR ✓ Deductible $10,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ☐ OTHER:	✓	✓	DCS0000068-01	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
B	AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY	✓	✓	NBA-1007525-02	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
D	✓ UMBRELLA LIAB ✓ OCCUR ✓ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $10,000			CUP-0X190097-25- NF (underlying - GL/AL/EL)	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE $	$10,000,000 $10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	✓	OAWC512206	7/1/2025	7/1/2026	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
E	Pollution Liability			G48651069 002	7/1/2025	7/1/2026	$5,000,000 / $5,000,000	
F	Contractor's Equipment			MXI93091119	7/1/2025	7/1/2026	$5,818,155 / Ded. $5,000 AOP/ $50K Theft	
F	Leased/Rented Equipment			MXI93091119	7/1/2025	7/1/2026	$100,000 / Ded. $5,000 AOP/ $50K Theft	
	Professional Liability - Allied Word			0310-7738	7/1/2025	7/1/2026	$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: All Operations of the Named Insured
SEE ATTATCHED ADDENDUM*

CERTIFICATE HOLDER

City of Santa Barbara
General Services Division
PO Box 1990
Santa Barbara CA 93102-1990

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Windy West
Windy West

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Venbrook Insurance Services	Oakridge Landscape, Inc. 28042 Avenue Stanford Unit E Valencia CA 91355
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance (03/16)

HOLDER: City of Santa Barbara General Services Division

ADDRESS: PO Box 1990 Santa Barbara CA 93102-1990

RE: All Operations of the Named Insured

The City of Santa Barbara, its officers, officials, employees, volunteers, and agents are named as Additional Insured under the General Liability and Automobile Liability policy if required by written contract with the Named Insured but only for coverage and limits provided by the policy and the additional insured endorsement. Primary and Non-Contributory coverage applies to General Liability. Waiver of Subrogation applies to General Liability, Automobile Liability and Workers Compensation. *10 Days Notice of Cancellation for Non-Payment of Premium, 30 Days All Other.

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EXHIBIT C

Oakridge Landscape, Inc.

DRAFT Agreement

CITY OF SANTA PAULA
MAINTENANCE SERVICES AGREEMENT
CITYWIDE LANDSCAPING SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into October 1st 2025, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, 93060, County of Ventura, State of California ("City") and Oakridge Landscape Inc., with its principal place of business at 28042 Avenue Stanford, Unit E, Valencia, CA, 91355, County of Los Angeles, State of California ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain landscape maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Landscape Maintenance Services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of the City.

2.2 Project.

City desires to engage Contractor to render such services for the **Citywide Landscaping Services** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from **November 1, 2025 – June 30, 2028**, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this agreement.

3.2 Compensation.

3.2.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation in any fiscal year (July 1 through June 30) shall not exceed **One Hundred Eighty-Five Thousand Dollars** (**$185,000)** without written approval of City's City Manager or designee; provided, however, that for the partial initial fiscal year (November 1, 2025 through June 30, 2026), the not-to-exceed amount shall be prorated to One Hundred Twenty-Three Thousand Five Hundred Fifty-Six Dollars ($123,556) based on eight (8) months of service. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

Monthly compensation which includes regular maintenance set forth in Exhibit "A" will be billed at **$13,074.90 per month**. Irrigation repairs or related work and/or any extra work will be added to the monthly maintenance invoice.

The total compensation shall increase on July 1, 2026, to reflect the 12-month increase (not to exceed 3%) in the January Los Angeles Consumer Price Index for all Urban Consumers, CPI-U, published by the Bureau of Labor Statistics, and occurring on the same date each year thereafter until the expiration of the Term or earlier termination of this agreement. Such CPI adjustment shall apply to the monthly rate and be factored into the annual not-to-exceed limit for the applicable fiscal year.

Services not listed in scope of services (Exhibit A) and all non-landscape maintenance services provided are considered outside of this agreement.

3.2.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.2.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.2.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement.

Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3 Responsibilities of Contractor.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.3.4 City's Representative. The City hereby designates the Parks & Recreation Director, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

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

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

3.3.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards

generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.8 Period of Performance

3.3.8.1 Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of Two Hundred Fifty Dollars ($250) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

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

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

3.3.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.3.10 Laws and Regulations; Employee/Labor Certifications.

3.3.10.1 Compliance with Laws. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.10.2 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related

to Contractor's compliance with the requirements provided for in Section 3.3.10 or any of its sub-sections.

3.3.10.3 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.3.10.1.

3.3.10.4 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.3.10.1 or 3.3.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.3.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

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

3.3.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.7 Water Quality.

(A) To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Colorado River Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.3.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice

the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

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

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Santa Paula, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance

coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.3.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.3.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.3.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.3.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VIII, licensed to do business in California, and satisfactory to the City.

3.3.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.3.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.3.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3.13 Bonds.

3.3.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due

or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.3.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3.14 Work Site.

3.3.14.1 Inspection of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters after commencement of the Services.

3.3.14.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.3.15 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.3.16 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its

sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.4.2 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is $15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable.

3.4.3 Registration/DIR Compliance. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

3.6.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and

expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

3.6.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Contractor:

OakRidge Landscape Inc
28042 Ave Stanford, Unit E
Valencia, CA. 91355
Attn: Matt Butler

City:

City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060
Attn: Greg Barnes, Parks & Recreation Director

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

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

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

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

3.7.7 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

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

3.7.9 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

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

3.7.13 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

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

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

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

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

3.7.19 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES NEXT PAGE]

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND OAKRIDGE LANDSCAPE, INC.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer
City Manager

Approved as to Form:

_____
Monica Castillo
City Attorney

Attested By:

_____
Julie Latshaw
City Clerk

OakRidge Landscape, Inc

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

Exhibit A
SCOPE OF SERVICES

Santa Paula Creek Sports Park

TURF MANAGEMENT

- For all turf areas, Contractor will inspect and police the grounds for litter and debris prior to each mowing and dispose of it on-site in Owner provided receptacle.
- Turf will be, mowed one time per week during active growing periods, Mowing height for all irrigated lawn areas will be no less than 1 ½" and no more than 2 ½" for a finished cut height unless otherwise requested.
- Mowing pattern will be varied where possible to reduce rutting and compaction of grade. Any excess clippings will be dispersed and/or collected to prevent damage and unsightly appearance of lawns. Clippings will be disposed of off-site.
- All sidewalks curb lines, concrete slabs, tree circles, and bed edges will be edged to maintain a neat and manicured appearance. String trimming will be performed around all trees, shrubs, road signs, guard posts, utility poles, and other obstacles.
- Reporting of any unsafe conditions, including trip hazards, vandalism, or damaged infrastructure.
- Reporting of irrigation issues- Any irrigation repairs outside of the scope of routine maintenance must be reported and pre-approved by the City prior to any work being performed.
- Scope of work does **NOT include Softball Field and Soccer field** only passive areas.

Teague Park

Mowing:

- Turf shall be mowed, and clippings removed.
- Cut cool season turf at least 2 ½ inches during warm season
- Cut warm season turf at 1 ½ inches during cool season
- Turf shall be cut at a uniform height
- Turf shall be cut with sharp blades
- Mowing patterns shall be changed weekly to avoid rutting of turf areas
- Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles in the lawn areas, such as electrical boxes or fixtures
- No mowing shall be performed in very wet conditions. The client will be notified when the mow day shall be rescheduled
- Areas to be kept free of normal litter and debris during mowing

Edging:

- Perform edging on a weekly basis
- All turf edges adjacent to walks, curbs, paved areas, fixtures at grade, and shrub or ground cover areas shall be trimmed as needed to maintain a crisp and neat appearance with power edger. The use of string trimmer for edging is prohibited

- Care shall be exercised with regard to the use of string trimmer (weed eaters) to prevent damage to trees, building surfaces, walls, header board, light fixtures, signage, etc.

Las Piedras Park

Mowing:

- Turf shall be mowed, and clippings removed.
- Cut cool season turf at least 2 ½ inches during warm season
- Cut warm season turf at 1 ½ inches during cool season
- Turf shall be cut at a uniform height
- Turf shall be cut with sharp blades
- Mowing patterns shall be changed weekly to avoid rutting of turf areas
- Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles in the lawn areas, such as electrical boxes or fixtures
- No mowing shall be performed in very wet conditions. The client will be notified when the mow day shall be rescheduled
- Areas to be kept free of normal litter and debris during mowing

Edging:

- Perform edging on a weekly basis
- All turf edges adjacent to walks, curbs, paved areas, fixtures at grade, and shrub or ground cover areas shall be trimmed as needed to maintain a crisp and neat appearance with power edger. The use of string trimmer for edging is prohibited
- Care shall be exercised with regard to the use of string trimmer (weed eaters) to prevent damage to trees, building surfaces, walls, header board, light fixtures, signage, etc.

Site	Cost
Santa Paula Creek Sports Park	$2,634
Teague Park	$1307.
Las Piedras Park	1.307.
Monthly Total	$5,248.

Right of Ways

Item #1 - Santa Paula Street at Cameron Island - Planter area consists of concrete island with various of shrubs. Maintenance includes monthly clearance trimming to curb line, removal of dead shrubs, weeding as necessary and bi-weekly litter removal.

Item #2 - Ojai Rd at Cherry Hill St. to SP City Limit - Planter area adjacent to public pathways consisting of hedges and various varieties of shrubs. Maintenance includes monthly shrub trimming for clearance, weed control as necessary and bi-weekly litter removal.

Item #3 -Ojai Rd. at Amber Ln. - Adjacent to public pathways consisting of shrubs and hedges. Maintenance includes monthly shrub and hedge trimming for pathway clearance, weeding as necessary and weekly litter removal.

Item #4 - Peck Road North/West Corner at Telegraph Road - Planter area consisting of trees and various varieties of shrubs and ground cover. Maintenance includes monthly box trimming of hedges, clearance trimming, weed control as necessary and weekly water removal.

Item #5 - Peck Rd. at Harvard Blvd. - SE Planter - Planter area consisting of trees and various varieties of shrubs and ground cover. Maintenance includes monthly box trimming of hedges, clearance trimming, weed control as necessary and weekly litter removal.

Item #6 - Peck Rd. Parkways / Santa Paula St. to Foothill Rd. - Planter area adjacent to public pathways consisting of hedges and various varieties of shrubs. Maintenance includes monthly shrub trimming for clearance, weed control as necessary and weekly litter removal.

Item #7 - Peck Road East Side of Harvard to Faulkner Road - Planter area consisting of trees and various varieties of shrubs and ground cover. Maintenance includes monthly box trimming of all hedges, clearance trimming of all shrubs from pedestrian pathways, weeding as necessary, removal of plants that are dead or encroaching into other plants. These may be transplanted to other locations. Weekly litter removal.

Item #8 - Saticoy St. at Ojai Rd. (median) - Planter area consists of island planter with low growing shrubs. Maintenance includes monthly shrub trimming for clearance, weed control as necessary and bi-weekly litter removal.

Item #9 - Parkway Planters at Telegraph & Country View Ct. - Planter area consisting of shrubs adjacent to pedestrian ways. Maintenance includes monthly box trimming of hedges, trim for clearance, and weed control as necessary and monthly litter removal.

Item #10 - Downtown Main St. / 7th St. east to 8th St. east to 12th St. –Maintenance includes weekly edging, mowing and weeding of grass areas. Monthly trimming of shrubs and plants and removal of dead material, remove all suckers from trees and notify City of any dead, diseased or damaged tree, weekly litter removal. Also included is bi-annual maintenance (aeration) of grass areas, weed and bi-monthly fertilizer application.

Item #11 - Hillsborough Manor Ridge Hillside, East End of Loma Vista – Manor Ridge Hillside - Consists of hillside planting area with ground cover and some shrubs. Maintenance includes Bi-weekly weeding and litter removal. East end of Loma Vista - Consists of hillside area.

Item #12 - Well 12 at Lemonwood Dr. - Area consists of shrubbery, vines, ground cover and ornamental plants. Maintenance includes bi-weekly trimming to maintain clearances as needed, weeding and litter removal on a weekly basis.

Item #13 - Well 13 at Cemetary Rd. - Area consists of shrubbery, vines, ground cover and ornamental plants. Maintenance includes bi-weekly trimming to maintain clearances as needed, weeding and litter removal on a weekly basis.

Item #14 - City Reservoir at 10th St. - Landscaped area consisting of ornamental plants, rose bushes, hedges, vines, ground cover, etc. Maintenance includes weekly maintenance of landscaped areas. Maintenance also includes inside the fence line around the City reservoir to control weed growth. This can be accomplished either by weed spray or pre-emergence to bare soil. There is a large area adjacent to the landscaped area on the 10th St. side that is currently un-improved. This area will also be maintained weed free.

Item #15 - Peck Rd. Ditch - Area consisting of mostly un-improved or natural areas. Maintenance includes weed control and litter removal on a monthly basis.

Item #16 - Park St. Easement Mill Park - Area consisting of mostly un-improved or natural areas, Maintenance includes weed control and litter removal on a monthly basis. In addition, maintenance of the vines and landscaping surrounding the Park Street Booster Station is required.

Item #17 - Santa Clara and 12th St. - Area consisting of mostly un-improved or natural areas. Maintenance includes weed control and litter removal on a monthly basis.

Item #18 - Main St. at Harvard Blvd. West/East side to bridge - Area consisting of mostly un-improved or natural areas. Maintenance includes weed control and litter removal on a monthly basis.

Item #19 - 10th St- Ventura St. to Main St. (Eastside parkway) - consists of weekly edging, mowing and weeding of grass areas. Monthly trimming of shrubs and plants and removal of dead material, remove all suckers from trees and notify City of any dead, diseased or damaged tree, weekly litter removal. Also included is bi-annual maintenance (aeration) of grass areas, weed and bi-monthly fertilizer application.

Item #20 - Santa Paula & Palm Ave. Southwest planter along Palm Ave.

Maintenance includes trimming of shrubs, removal of litter, removal of dead material, removal of suckers from any tree and bi-weekly litter removal.

Item #21 - West side of Palm Ave. from Ventura St. to Main St. (Water Yard) -

Landscaped area along Palm Ave. consisting of vines, shrubbery and ground cover along the fence line to the lawn area at the corner of Palm Ave. and Main St. Maintenance Includes weekly trimming to maintain clearance of pedestrian pathways, mowing, edging, weeding as necessary, removal of dead plant material and litter removal.

Item #22 - Green Street Parking Lot and Alley - Planter areas consisting of blocked planters and ground planters with ornamental trees and shrubs. Maintenance includes bi-weekly litter removal, weeding as necessary and removal of dead plant material, blowing of Parking lot.

Item #23 - Santa Paula Water Recycling Facility 920 Cal Pipe Rd. – Maintenance includes weed abatement along driving area inside of fence line. Weed abatement in the front of building, tree trimming, removing suckers, and litter removal bi-weekly.

Item #24 - Forrest Planter - Consists of hedging, weed abatement, removal of dead material, litter abatement, including all debris on walkway. Work is to be completed bi-weekly.

Item #25 - East Area 1 Corner of Hallock Dr./Telegraph Rd. (all 4 corners intersection)- Maintenance includes mowing, edging, hedging, removal of dead material, testing irrigation, and weed and litter abatement. Tree pruning up to 10 ft. to clear walkways.

Item #26 – East Area 1 Corner of Hallock Dr./Packing House St. up to Limoneira Lane ends at Autumn Lane. - This includes ROW's at both sides of the street including adjacent parkways– Maintenance includes edging, hedging, removal of dead material, weed control, testing irrigation, and weed and litter abatement. Tree pruning up to 10 ft. to clear walkways.

Item #27 East Area 1 Corner of Hallock Dr./Telegraph Rd. up to Santa Paula St. - This includes ROW's at both sides of the street including adjacent parkways and center median– Maintenance includes edging, hedging, removal of dead material, weed control, testing irrigation, and weed and litter abatement. Tree pruning up to 10 ft. to clear walkways.

Item #28 East Area 1 Corner of Santa Paula St./Harvest Loop West to Harvest Loop East (going East) This includes ROW's at both sides of the street including adjacent parkways and center median– Maintenance includes edging, hedging, removal of dead material, weed control, testing irrigation, and weed and litter abatement. Tree pruning up to 10 ft. to clear walkways.

Item #29 East Ares 1 Starts at corner of Santa Paula St./Harvest Loop West to Harvest Loop East ends at Autumn Path Lane - This includes ROW's at both sides of the street including adjacent parkways– Maintenance includes edging, hedging, removal of dead material, weed control, testing irrigation, and weed and litter abatement. Tree pruning up to 10 ft. to clear walkways.

Site #	Location	Weekly	Biweekly	Monthly	Price
1	Santa Paula street at Cameron Island		X		$ 130.
2	Ojai Rd at Cherry Hill St. to SP City Limit		X		$ 130.
3	Ojai Rd. at Amber Ln.		X		$ 130.
4	Peck Road North/West Corner at Telegraph Road		X		$ 130.
5	Peck Rd. at Harvard Blvd.-SE Planter		X		$ 130.
6	Peck Rd. Parkways / Santa Paula St. to Foothill Rd.			X	$ 83.66
7	Peck Road East Side of Harvard to Faulkner Road			X	$ 86.66
8	Saticoy St. at Ojai Rd. (median)		X		$ 130
9	Parkway Planter at Telegraph & Country View Ct.			X	$ 83.66
10	Downtown Main St. /7th St. east to 8th St. east to 12th St.	X			$ 270.-

11	Hillsborough Manor Ridge Hillside, East End of Loma Vista		X		$ 130.
12	Well 12 at Lemonwood Dr.		X		$ 130.
13	Well 13 at Cemetary Rd.		X		$ 130
14	City Reservoir at 10th St.	X			$ 270.
15	Peck Rd. Ditch			X	$ 83.66
16	Park St. Easement Mill Park			X	$ 83.66
17	Santa Clara and 12th St.			X	$ 83.66
18	Main St. at Harvard Blvd. West/East side to bridge		X		$ 130.
19	10th St.- Ventura St. to Main St. (Eastside parkway)	X			$ 270.
20	Santa Paula & Palm Ave. Southwest planter along Palm Ave.		X		$ 130
21	West side of Palm Ave. from Ventura St. to Main St. (Water Yard)		X		$ 130.
22	Green Street Parking Lot and Alley		X		$ 130.
23	Santa Paula Water Recycling Facility 920 Cal Pipe Rd.		X		$ 130.
24	Forrest Planter		X		$ 130
25	East Area 1 Corner of Hallock Dr./Telegraph Rd. up to Limonera Ln.		X		$ 130.
26	East Area 1 Corner of Hallock Dr./Packing House St. up to Limoneira Lane ends at Autumn Lane		X		$ 130.
27	East Area 1 Corner of Hallock Dr./Telegraph Rd. up to Santa Paula St.		X		$ 130.
28	East Area 1 Corner of Santa Paula St./Harvest Loop West to Harvest Loop East (going East)		X		$ 130.
29	East Ares 1 Starts at corner of Santa Paula St./Harvest Loop West to Harvest Loop East ends at Autumn Path Lane		X		$ 130.
		Monthly		Total	$ 3,912.

Janitorial Services

- Daily cleaning and sanitizing of public restrooms at designated City locations.
- Restocking supplies, including toilet paper, soap, and paper towels (City to provide consumables).
- Opening restrooms to the public at designated times, as requested by the City.
- Reporting any unsafe or unsanitary conditions (e.g., vandalism, plumbing issues, safety hazards) to City staff immediately.

Site #	Location	Frequency	Price
1	Teague Park	Monday-Friday	$ 558.95
2	Las Piedras Park	Monday-Friday	$ 558.95
3	Veterans Park	Monday-Friday	$ 558.95
4	Santa Paula Creek Sports Park	Monday-Friday	$ 558.95
5	Mill Park	Monday-Friday	$ 558.95
6	Harding Park	Monday-Friday (January-July) Mon, Wed, Fri (August-December)	$ 558.95
7	Railroad Plaza Park	Friday	$ 279.42
8	Recreation Park	Friday	$ 279.42
		MONTHLY TOTAL	$ 3,912.60

OAK RIDGE LANDSCAPE BIDS:

MONTHLY GRAND TOTAL: $ 13,072.20

ANNUAL GRAND TOTAL: $ 156,864.00

OAKRIDGE LANDSCAPE

Rate Sheet

EFFECTIVE: 2025

UNIT PRICE SCHEDULE FOR EXTRA WORK & EMERGENCY WORK
MAINTENANCE DIVISION

LABOR	EXTRA WORK PER HOUR	EXTRA WORK PREMIUM TIME RATES PER HOUR*
LABORER	$ 46.00	$ 69.00
FOREMAN	$ 65.00	$ 97.50
LABORER W/ EQUIPMENT	$ 65.00	$ 97.50
OPERATOR/FOREMAN	$ 85.00	$ 127.50
IRRIGATION TECHNICIAN W/ TRUCK	$ 85.00	$ 127.50

SHRUBS, VINES & TREES	
4" Flat of Seasonal Color	$ 50.00
1 Gallon Plant - COMMON VARIETIES	$ 25.00
5 Gallon Plant - COMMON VARIETIES	$ 55.00
15 Gallon Plant - COMMON VARIETIES	$ 185.00
24" BOX Tree - COMMON VARIETIES	$ 475.00

UNIT PRICES INCLUDE PLANTS, SOIL AMENDMENTS, STAKES, TIES AND LABOR

MULCH	
PER YARD	$85.00

IRRIGATION	
1" Superior Brass Valve	$ 395.00
1 1/4" Superior Brass Valve	$ 420.00
1 1/2" Superior Brass Valve	$ 430.00
2" Superior Brass	$ 475.00
1" Plastic Valve	$ 360.00
1 1/4" Plastic Valve	$ 385.00
1 1/2" Plastic Valve	$ 395.00
2" Plastic Valve	$ 435.00

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Lorena Alvarez, Human Resources Administrator

Subject: 2025-2027 MEMORANDUM OF UNDERSTANDING WITH THE COMMUNITY SERVICES OFFICERS ASSOCIATION

Date: October 1, 2025

Agenda Item: 10.D

RECOMMENDATION:

It is recommended that the City Council:
1. Adopt Resolution No. 7587, approving the Memorandum of Understanding between the City of Santa Paula and the Community Services Officer Association (CSO) for the period of July 1, 2025 through June 30, 2027.

BACKGROUND:

The current Memorandum of Understanding (MOU) with the Community Services Officer Association (CSO) expired on June 30, 2025. In compliance with the Meyers-Milias Brown Act (MMBA), the City negotiations team commenced negotiations with the CSO towards a successor MOU and have been meeting and conferring in good faith regarding wages, benefits and other terms and conditions of employment.

These negotiations were based upon direction provided by the City Council in closed session during the negotiations process. CSO members ratified the tentative agreement on September 17, 2025. This action tonight seeks City Council approval of the terms and conditions negotiated.

ANALYSIS:

The current Memorandum of Understanding (MOU) with Community Services Officer Association expired on June 30, 2025. Below are key items that have been negotiated:

- Term of the Agreement shall be from July 1, 2025 through June 30, 2027.
- Effective the first full pay period following August 1, 2025, Unit employees shall receive a three percent (3%) adjustment to base wages.
- Effective the first full pay period following July 1, 2026, Unit employees shall receive a three percent (3%) adjustment to base wages.
- A one-time, non-pensionable retention bonus equal to two percent (2%) of the employee's base salary to all full-time employees who worked the entire previous fiscal year (July 1, 2024 to June 30, 2025).

- Phased Cafeteria increase from $1450.00 to $1650.00 over the term of the MOU.
- On-call pay increase, for a total of $25 per day.
- Crime Scene Investigation collateral duties pay increase from 3% to 5%.
- Ten (10%) percent increase to uniform allowance.
- Added New Year's Eve Holiday.
- $500 increase to Tuition Reimbursement, for a total of $3500 per fiscal year.

STRATEGIC PLAN:

This item/action supports the City Council's goal of employee retention under the "Operational Excellence" of the two-year Strategic Plan by striving to develop and maintain a competitive compensation package for employees.

FISCAL IMPACTS:

The costs associated with these changes were primarily incorporated into the Budget for Fiscal Years 2025/26 and 2026/27, however slight modifications were made to some of the salary percentages that do not fully align with the adopted budget. Should budget modifications prove necessary, such amounts will be brought before Council at the first quarter budget review.

OPTIONS:

1. Adopt Resolution No. 7587, approving the Memorandum of Understanding between the City of Santa Paula and the Community Services Officer Association for the period of July 1, 2025 through June 30, 2027 adopting the FY 2025-2026 and FY 2026-2027 Salary Schedule.
2. Provide alternative direction to staff.

ATTACHMENTS:

Resolution No. 7587.docx
Exhibit A to Resolution No. 7587.doc
Redline.pdf
Mou Salary Schedules 10.1.25 Final - Adding CSO 26.27.pdf
Mou Salary Schedules 10.1.25 Final - Adding CSO 25.26.pdf

RESOLUTION NO. 7587

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR THE CONTRACT YEAR 2025-2027 BETWEEN THE CITY OF SANTA PAULA AND THE COMMUNITY SERVICES OFFICER ASSOCIATION AND ADOPTING THE 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. The City, acting by and through its City Council appointed negotiation team, and representatives of the Community Services Officer Association, a duly recognized employee organization representing the City of Santa Paula's non-sworn employees, met and conferred in good faith and fully communicated and exchanged information concerning wages, hours and the terms and conditions of employment for contract years 2025-2027.

B. The appointed representatives of the parties agreed on certain matters as stated in the memorandum of understanding ("MOU") attached as Exhibit "A", and recommend that the City Council implement the MOU.

SECTION 2: The City Council approves the Memorandum of Understanding for Contract Year 2025-2027 between the City of Santa Paula and the Community Services Officer Association. The City Manager is authorized to execute the MOU on the City's behalf and any ancillary documents necessary to implement the MOU.

SECTION 3: The City Council adopts the FY 25-26 AND FY 26-27 Salary Schedule attached as Exhibit "B".

SECTION 4: This Resolution will become effective as identified in Exhibit A, immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 5: 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 1st day of October, 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"

Community Service Officers Association

Memorandum of Understanding

2025-2027

City of Santa Paula

MEMORANDUM OF UNDERSTANDING

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the Meyers-Milian-Brown Act (Government Code Sections 3500-3511) by and between the City Council of the City of Santa Paula, hereinafter designated "City," and Santa Paula Community Services Officers Unit (CSO) hereinafter designated as "Unit".

The City Manager, or his/her designee, is the representative of the City of Santa Paula in employer-employee relations as authorized by the City Council.

The parties have negotiated in good faith regarding wages, hours and other terms and conditions of employment of the employees in said bargaining unit; have exchanged freely information, opinions and proposals; and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Santa Paula.

This Memorandum of Understanding is subject to all existing laws of the United States of America, State of California, and the ordinances, resolutions and regulations of the City of Santa Paula. This Memorandum of Understanding shall be presented to the City Council as the joint recommendations of the undersigned regarding matters within the scope of representation for all employees within the bargaining unit for the contract year 2025- 2027 commencing July 1, 2025 through June 30, 2027.

UNDERSTANDING AND AGREEMENTS

The following understandings and agreements shall not become effective until ratified by the City Council:

1. EXCLUSIVE REPRESENTATION

This memorandum covers the classifications listed in Exhibit “A”.

Whenever a person is hired in any of the job classifications covered by this memorandum, City agrees to notify such person that Unit is the recognized employee organization for employees in that classification.

2. UNIT RIGHTS

2.1 Labor-Management Meetings

MOU EMPLOYEE REPRESENTATION

The formally recognized employee organization may select not more than two (2) employee members of such organization to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. The participation of additional employees is at the discretion of the employee organization (a maximum of two additional members) provided that they would not be eligible for compensation because the meeting in question was scheduled for the employees' non-work hours and provided also they would not be eligible for any compensation for their attendance. Where circumstances warrant, the Municipal Employee Relations Officer may approve the attendance at such meetings of additional employee representatives without loss of compensation. The employee organization must, whenever practicable, submit the names of all such employee representatives to the Municipal Employee Relations Officer at least two (2) working days in advance of such meetings. Provided further: 1) that no employee representative may leave his or her duty or work station or assignment without specific approval of his supervisor, department head or other authorized City management official, and 2) that any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules.

CONSULTATION

During the term of this agreement, the City and Unit agree that consultation meetings may contribute to improved employer-employee relations. Either party may request meetings. The party requesting the meeting shall submit a proposed agenda. With the concurrence of the receiving party, a date, time and location of the requested meeting may be set. It is not intended that any such labor-management meetings be for discussion of issues handled under other provisions herein or other documents setting forth prescribed meeting procedures such as grievance or disciplinary procedures. Meeting attendees will be those that have been designated as Unit representatives as defined above.

2.2 Unit Information

Unit materials provided by the Unit will be provided to eligible employees as a part of the new orientation process. The Unit will be responsible for supplying materials.

3. CITY RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, certain City rights will not be subject to the meet and confer process. These include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; withhold merit step salary increases related to job performance subject to the City's Personnel Rules and Regulations; determine the procedures and standard of selection for employment, promotion and transfer; direct employees, including scheduling and assigning work, work hours, and overtime as required in

the manner most advantageous to the City. It is understood by the parties that every related duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee; establish employee performance standards and to require compliance therewith; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which government operations are to be conducted; determine whether goods or services shall be made or provided by the City, or shall be purchased or contracted for, it being understood that it is not the City's intent to contract out any services currently being provided by employees in the representatio[n] unit; however, the City retains its management rights to investigate alternate options in the future; determine the content of job classifications; take all necessary actions to protect the public's health and safety and carry out its mission in emergencies; and exercise complete control and discretion over the technology of performing its work.

4. SALARY COMPENSATION

4.1 SALARY COMPENSATION

a. Effective the first day of the first full pay period following August 1, 2025, Unit employees shall receive a three percent (3%) cost of living adjustment to base wages.

b. Effective the first full pay period following July 1, 2026, Unit employees shall receive a three percent (3%) cost of living adjustment to base wages.

c. A one-time, non-pensionable bonus will be distributed to all full-time employees who worked the entire previous fiscal year (July 2024 to June 30, 2025) and who are still active employees at the time the bonus is paid. The bonus shall be paid no later than the pay period that includes November 30, 2025. Such bonus will be up to, but not to exceed, two percent (2%) of the employee’s base salary as of the close of the previous fiscal year.

   This provision is not designed as a permanent program. In light of the four-year timeline for implementation of the compensation study, this retention bonus helps to keep and to recognize those employees who have been working for the City over the past year and during the upcoming MOU period.

d. Salary Survey Implementation: In addition to the general wage increases above, the City will implement increases to the top of the wage schedule for the classifications represented by CSO Association as follows:

- Effective the first day of the pay period following August 1, 2025, or on the first day of the pay period following ratification of this Agreement by CSO Association and adoption of the Agreement by the City Council, whichever is later, the City will provide a market adjustment for each classification represented by this bargaining unit by twenty-five percent of the total percentage that the 2025 salary survey shows the classification is below market.

- Effective the first day of the first full pay period following July 1, 2026, the City will provide a market adjustment for each classification represented by this bargaining unit by twenty-five percent of the percentage that the 2025 salary survey shows the classification is below market.

4.1.1 Step Increase

Step increases will become effective on the actual anniversary date of the employee.

4.1.2 Evaluations

Performance evaluations shall be completed at least one week prior to the employee's anniversary date, but no later than sixty (60) days after this date. Employees who do not receive their evaluation within the sixty (60) day period should contact their immediate supervisor, Department Head or the Personnel Office. If the employee was entitled to a merit increase, said increase shall be retroactive to the employee's anniversary date.

4.2 Base Wages

Base wages shall mean the hourly rate of pay earned by a unit employee within a salary range assigned by the City to the classification occupied by the employee. Base wages do not include educational incentive, overtime pay, standby pay, bilingual pay, and cafeteria plan monies, or other additional payments earned by a Unit employee pursuant to this MOU.

4.3 Regular Rate of Pay

A Unit employee's regular rate of pay shall be calculated according to the provisions of the FLSA. A Unit employee shall be compensated for overtime work at one and one-half times the employee's regular rate of pay to the nearest quarter hour.

4.4 Direct Deposit

All employees hired after ratification of MOU, shall establish a direct deposit account in order to receive their paychecks.

5. HOURS OF WORK

5.1 Work Cycle

In accordance with the Fair Labor Standards Act, the City's work cycle is a fixed and regularly recurring period of 168 consecutive hours, seven (7) consecutive twenty- four (24) hour periods.

5.2 Regular Work Day

The normal daily work schedule (40-hour work week) for unit personnel is eight (8) hours of work time, inclusive of breaks, exclusive of a one (1) hour unpaid meal break.

The regular working day of employees observing a 9/80 work schedule is nine (9) hours of work within a period not to exceed ten (10) consecutive hours, interrupted by a lunch break of not less than one-half (A) hour, nor more than one (1) hour; provided, the regular working day on alternate Fridays or other days, as determined by the department head, shall be eight (8) hours of work not to exceed nine (9) consecutive hours, interrupted by a lunch break of not less than one-half ('A) hour, nor more than one (1) hour.

5.3 Rest Periods

One (1) fifteen (15) minute rest break with pay shall be provided to Unit members for each four (4) hours of service, as scheduled by appropriate supervisor. Rest periods and lunch periods may not be aggregated and used to extend the lunch period or shorten the work day.

5.4 Regular Work Period

A regular work period shall be forty (40) hours to be worked within a seven (7) day period beginning at 12:01 p.m. Friday and ending at 12 noon the following Friday. However, this seven (7) day work period may be changed by the City Manager to any other consecutive seven (7) day period, beginning and ending at any day and any time to accommodate alternative work schedules.

5.5 Standard Hours and Days of Work

The standard work week shall consist of five (5) days, Monday through Friday inclusive; the regular work day shall begin at 8 a.m. and end at 5 p.m. Unless otherwise approved by the department head, the regular work day for employees observing a 9/80 schedule shall begin at 7:30 a.m. and end at 5:30 p.m. on those days when the regular working day is nine (9) hours of work. The standard work week for employees observing a 4/10 schedule shall be as determined by the department head. This standard shall not apply to employees of departments which require different schedules of work to meet operational and service objectives of City departments. Nonstandard hours and days of work for employees shall be as established in writing by the City Manager.

6. OVERTIME

6.1 Overtime Definition

Effective the first full pay period following Council adoption, overtime will be calculated based on "hours worked" which will no longer include sick leave time or leave without pay to calculate overtime.

Overtime will be paid in compliance with FLSA at a rate of 1-1/2 times the employee's regular base hourly rate of pay or a unit employee may choose in lieu of cash payment to be compensated for overtime by the accumulation of compensatory time, on the ratio of 1-1/2 hours earned in compensatory time for each hour actually worked. Hours worked will also not include sick leave or leave without pay for the purpose of calculating compensatory time. A maximum of forty (40) hours of compensatory time may be accrued in a calendar year.

6.2 Callback

Employees who have completed a full shift and are called back for emergency overtime work, or are called back for emergency overtime work while on standby status, shall be paid at the rate of 1 1/2 times the regular rate for all subsequent hours worked or a minimum of two (2) hours pay, whichever is greater. The "minimum of two hours pay" includes all call backs occurring within the two-hour minimum period; therefore, the "minimum of two hours pay" is not compensated on a "per occurrence" basis. No employee shall be paid for call back and standby pay simultaneously. This means that no employee shall be paid "stand by" pay at the same time that they are collecting "call back" pay.

The City has the exclusive right to determine the need for call back and the time of call back.

6.2.1 On-Call Pay

Unit employees eligible for On-Call Pay shall be compensated an additional $25.00 dollars per day. The Investigations Supervisor shall be responsible for determining if On-Call Pay is needed and providing a schedule on a monthly basis.

6.2.2 Special Contract Detail

In the event that the City assigns unit employees to special event detail, such as, but not limited to movie, television or commercial filming, each employee assigned to work such detail shall receive payment at two (2) times their normal hourly rate as long as the City is reimbursed.

6.2.3 Court Standby

Unit personnel placed on court standby time "on call" during their off-duty times who are required to be accessible by telephone or other methods approved by management and who are able to appear at court in a reasonable amount of time if so ordered will receive thirty-five dollars ($35) per standby shift. The maximum compensation per work period (twenty-eight (28) day period) per employee for court standby is one hundred and forty dollars ($140). Standby pay will not be paid if court time compensation is made.

A designated representative of the Police Chief will determine whether an employee will be placed on standby or whether an employee will be required to appear in court and how long an individual on standby will be required to remain in that status. Employees must check with the designated representative of the Police Department in the morning of each scheduled day of court appearance or standby to ascertain whether his/her testimony is required. If the Police Department representative is advised that the employee's testimony will not be requested, the standby employee will be released from standby.

6.3 Limitation of Overtime

It is the policy of the City to keep all overtime usage to a minimum. This policy extends to all varieties of overtime usage including holdover, callback and standby. Prior written authorization of the Department Head must be secured and communicated to the employee.

In an emergency, if it is impossible or impractical to secure advance authorization from the Department Head, the supervisor may authorize paid overtime subject to ratification by the Department Head. Overtime shall be compensated to the nearest quarter hour (fifteen-15) minutes. This shall apply to accumulation of all overtime during a work week.

7. SHIFT DIFFERENTIALS

7.1 Night Differential

The City agrees to grant the Unit an immediate reopener prior to implementing a shift that qualifies for night differential (shift that requires an employee to work a minimum of fifty percent (50%) of his or her shift between the hours of 6:00 PM and 8:00 AM).

7.2 Dispatcher Pay

Unit personnel will be paid at the step in the Dispatcher's salary schedule which aligns with the Unit member's years of dispatching experience, when working in a dispatcher capacity.

7.3 Collateral Duties Pay

All assignments to positions receiving additional compensation are temporary assignments. Unit personnel are rotated into and out these assignments at the discretion of the Police Chief. Assignments receiving additional compensation include:

A. Crime Scene Investigation (CSI): Unit personnel assigned as a Crime Scene Investigator will receive an additional five percent (5%) over his or her base wage. At no time is this to be considered an investigator position for example, like a Detective.

8. OTHER COMPENSATION AND BENEFITS

8.1 Tuition Reimbursement

Tuition reimbursement may be made up to $3500 per fiscal year in accordance with established City policy. It is the City's desire to encourage employees to further their education in order to excel in their profession. For this reason, the City Manager may authorize employees to take courses during the employee's normal workday for a limited duration, if alternate classes are not available (e.g. night classes not offered). All requests must first be made through the Department Head and forwarded to the City Manager for final approval. All approvals will be based on staffing levels of the department and effect of city operations.

8.2 Uniform Allowance

The uniform allowance will include the cost of purchasing: three (3) pairs of pants; three (3) short-sleeved shirts; three (3) long-sleeved shirts; appropriate insignias, one (1) pair of work boots/shoes; tailoring and laundering services. The cash allowance will be paid to each eligible member on a bi-weekly basis, the fixed dollar amount will be $74.00 bi-weekly ($1,924 annually).

Employees on sick leave, industrial disability leave, or leave of absence for more than two continuous weeks are not entitled to the uniform allowance for the period of time away from work.

8.3 Bilingual Pay

To recognize those employees who are able to communicate effectively with members of our community who speak primarily Spanish. Effective June 1, 2008, all eligible employees will receive $1300.00 per year ($50.00 per pay period).

8.4 Emergency Disasters

Employees will be required to mark "overtime" versus "comp time" on their time sheets when working during an emergency disaster. This change allows the City to be reimbursed through FEMA for employees work time.

8.5 Educational Incentive

Unit Personnel with an Associate's Degree shall receive a salary adjustment of three (3%) percent above their base wages.

Unit Personnel with a Bachelor's Degree shall receive a salary adjustment of five (5%) percent above their base wages.

Unit Personnel with a Master's Degree shall receive a salary adjustment of eight (8%) percent above their base wages.

Employees requesting Educational Incentive Compensation are required to present the original certificate or diploma or other substantiating records to Human Resources for verification.

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HOLIDAYS

9. HOLIDAY LISTING

The City will provide employees with a Holiday Leave Bank that matches their approved scheduled work week.

On January 1st of each year, unit personnel will receive a Holiday Leave Bank to be used exclusively for City observed holidays as follows:

- 36 hours for employees on a 9/80 schedule
- 40 hours for employees on a 4/10 schedule

On January 1st of each year, unit personnel will also receive a Floating Holiday Leave Bank of eighteen (18) hours.

On July 1st of each year unit personnel will receive a Holiday Leave Bank to be used exclusively for City-observed holidays as follows:

- 72 hours for employees on a 9/80 schedule
- 80 hours for employees on a 4/10 schedule

Any extra floating hours not used by the end of the calendar year will be carried over for 90 days. If the employee does not use the hours by that date, they lose the carryover hours. The Holiday Leave Bank hours do not have cash value.

If a holiday is worked, unit personnel receive pay at the overtime rate for all hours worked, in addition to straight time holiday pay. Employees would not have the option of working when the City was closed for a holiday if they did not have any time of leave time available.

The following days are considered holidays:

New Year's Day - January 1
Martin Luther King Day - Third Monday in January
Presidents' Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day- First Monday in September
Veteran's Day- November 11th
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve – December 24
Christmas Day- December 25
New Year's Eve – December 31
Two (2) floating Holidays

Employees hired between the holiday allocation periods will receive the holiday bank in accordance with allocation for that period, less any holiday hours that have already been observed. Floating Holiday Leave hours will be pro-rated accordingly to the employees hire date.

10. VACATION

10.1 Vacation Entitlement

Unit members will be required to reduce vacation leave balances to 280 hours or less by December 31, 2021. Vacation hours in the excess of 280 hours will not have cash value, may not be used in the buyback program and will not be paid out to unit members upon separation from employment.

Unit personnel may accumulate up to a maximum of two-hundred eighty (280) hours. Unit personnel who has accrued the maximum amount of vacation will not accrue any more vacation until their balance is below two-hundred eighty (280) hours. Annual accrual rates for employees with continuous years of service are as follows:

Less than five years:	96 hours
Five years, but less than ten years:	120 hours
Ten years, but less than fifteen years:	144 hours
Fifteen, but less than twenty-one years:	160 hours
Twenty-one years:	168 hours
Twenty-two years:	176 hours
Twenty-three years:	184 hours
Twenty-four years:	192 hours
Twenty-five or more years:	200 hours

All use of Vacation Leave shall be at such time as approved by the employee's Supervisor or Department Head. Use of Vacation Leave shall be scheduled at such times as the Department Head finds most suitable after considering the wishes of the employee and the requirements of the Department. For the efficiency and effectiveness of City services, Supervisors or Department Heads may assign the use of Vacation Leave and designate when it wi11 be taken. All requests for use of Vacation Leave must be approved by the Supervisor or Department Head in writing prior to the commencement of the requested use on a form provided by the Personnel Office. Completed forms are to be forwarded to the Personnel Office only after being utilized by the Department Head or Supervisor to verify timesheets.

Vacation Leave will not accrue while an employee is on Leave of Absence without Pay. Accumulated and unused Vacation Leave may be used to supplement Sick Leave if the employee has exhausted Sick Leave accruals. Paid holidays occurring during vacation are not charged to Vacation Leave. If an employee on vacation becomes sick, Sick Leave maybe substituted subject to the approval of Department Head.

If an employee transfers from one department within the City to another, the Vacation Leave credits shall also be transferred.

10.2.1 Vacation Credit

An employee shall begin accruing vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned on a biweekly basis. Employees on leave without pay status shall not earn vacation. Vacation time shall not be taken until earned and shall be subject

to all other provisions of this agreement.

10.2.2 Vacation Usage

The times during which an employee may take vacation shall be as approved by the Supervisor, provided that if the requirements of the City service are such that part or all of an employee's vacation must be deferred beyond a calendar year, the employee may take vacation during the following calendar year. A Department Head may also approve vacation if the employee's Supervisor is unavailable or if the employee's immediate supervisor is a Department Head. In the event that an employee requests, but is repeatedly denied vacation, and if such denial would cause the employee to exceed the 240-hour limit, the City Manager may temporarily increase the vacation limit until a mutually agreed upon vacation can be scheduled.

10.2.3 Vacation Schedule

In the scheduling of employee vacations, Supervisors will give first consideration to the employee's choice. In the event of a conflict or a dispute among employees, reasonable recognition of seniority and annual rotation will be used to resolve such conflict or dispute. Authorization of use of any vacation time shall continue to be subject to organizational needs.

10.2.4 Effect of Termination on Vacation

Vacation is credited to the employee upon appointment and each pay period. Upon termination of an employee’s service with the City, he/she shall be paid a lump sum for all accrued vacation hours.

10.2.5 Status Report of Accrued Vacation Leave

The City will provide regularly to each employee on his/her paycheck stub an official record of his/her accrued vacation leave. Verification of an employee's official accrued vacation leave record will be provided by the City based on a reasonable request for such verification.

10.2.6 Vacation/ Compensatory Leave Buyback

Unit employees may buyback vacation and compensatory time off with continuous years of service as follows:

Less than five years:	up to 40 hours
Five years, but less than 10 years:	up to 60 hours
More than 10 years:	up to 80 hours

To be eligible to buyback vacation, or compensatory leave, employees must meet the following criteria:

Employee must have taken a minimum of forty (40) hours of vacation leave during the period November 1st - October 31st prior to submitting the request.

Employee must maintain a minimum balance of 120 hours of vacation leave after submitting the request.

Employee must submit request form to Human Resources Manager by October 31st, with payment to be made the first pay period of December. Forms will be available in the City's "O" drive and/or through the Human Resources Office.

10.2.7 Compensatory Time

Compensatory time off may be accumulated to a maximum of forty (40) hours to be used at a later time upon the approval of the supervisor. Employees may not accrue more than forty (40) hours at any given time. Any time in excess of forty (40) hours shall be paid as overtime.

11. SICK LEAVE

11.1. Usage

Sick leave with pay up to the total number of accumulated sick days shall be granted by the Department Head in case of bona fide illness or injury of employee. Immediately upon return to work, the employee shall complete and submit the City's Absence and Leave Affidavit to his/her immediate supervisor. The City may determine, by reasonable means, the validity of any sick leave usage either as a condition of continuing an employee on sick leave status or as a requirement of returning to work. Additionally, if the City suspects an employee is abusing or has abused sick leave, the City may require the employee to be examined by the City's physician at no cost to the employee.

11.2 Over 3-Day Absence

For absence of more than three (3) days, an employee may be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work.

11.3 Leave Transfer

Unit employees will have the ability to transfer earned leave bank (vacation, or comp) to other employees in Units participating in this program, subject to the following conditions:

1. No one can, by use of this transfer, reduce his or her accrued vacation ~~and~~ to less than 40.0 hours in each bank.

2. All such transfers shall be approved by the Personnel Officer or designee.

3. All transfers shall be anonymous to the transferee.

The Personnel Officer shall determine the amount of leave, if any, which an employee may receive under this section. Employees wishing to donate leave must do so in writing to the Personnel Officer. Donated leave shall be utilized in the order of receipt by the Personnel Officer, and will be converted to sick leave for the employee's use for the defined purpose, only. The amount of leave time transferred under this section which remains unused shall be returned to the employee or employees who transferred the leave when the Personnel Officer or designee finds that the leave is no longer needed or will not be needed at a future time in connection with the illness or injury for which the leave was transferred.

11.4 Bereavement

Leave with pay up to five (5) working days per incident of death, but not to exceed 80 hours in a fiscal year will be a mother, father, mother-in-law, father-in-law, spouse, sister, brother, son, daughter or domestic partner of the unit member or grandparent or grandchild of the unit member or his/her spouse.

Bereavement Leave or special sick leave, in case of death illness of other persons, may be granted only upon approval of the City Manager.

11.5 Maternity and Paternity Leave

Maternity and Paternity Leave will be granted to eligible employees in accordance with the current Family and Medical Leave Act (FMLA). Eligible employees shall charge time-off against any accumulated leave, including sick leave.

11.6 Exceptions

Sick leave pay shall not be granted for any injury attributable to an outside occupation (for which Worker's Compensation benefits are available and engagement herein has not been authorized).

11.7 Exhaustion of Sick Leave

When an employee is on sick leave status and such sick leave time due the employee has been exhausted, subsequent leave of absence shall first be charged to compensatory time accruals and then to vacation accruals.

11.8 No Maximum on Sick Leave Accrual

Sick leave hours no longer have cash value pursuant to the City's Personnel Rules and Regulations. Accumulated sick leave may be credited to an employee's length of service upon retirement from the City of Santa Paula and will become part of the calculation upon which

PERS retirement benefits are established, in accordance with PERS regulations. Effective January 1, 2008, unit employees will no longer be subject to any maximum on sick leave accrual.

11.9 Doctor/Dentist Visits

Sick leave may be used for doctor or dentist visits or to obtain medical or dental care, subject to advance approval by the Department Head.

12. INDUSTRIAL ACCIDENT LEAVE

When an employee sustains an accident which results in an injury or illness arising out of and in the cause of employment which is compensable under the State Workers' Compensation Act and which injury or illness necessitates the employee's absence from work, the first three (3) calendar days of such absence shall be deemed to be Industrial Leave and the employee shall receive his/her regular salary for any regularly scheduled work days occurring within the three (3) day period following the date of such injury or illness, providing the injury or illness was not due to the employee's gross negligence and that such absence from work is substantiated by a statement of a licensed physician certifying that the nature of the illness or injury is sufficiently sever to require the employee to be absent from his/her responsibilities for a rehabilitative period. Wages for the day of the injury will be paid for the regularly scheduled hours worked and is not a day of absence for leave purposes.

If the employee is not able to return to work after (3) calendar days of Industrial Leave following the day of the injury or illness, the employee shall then be eligible for leave under the Family Medical Leave Act (FMLA), if qualified. The employee is permitted the option of taking leave without pay from the City while receiving those benefits allowed by the provisions of the State Workers' Compensation Act, or the employee may integrate his/her accumulated Sick Leave or Vacation Leave to his/her credit, with temporary disability benefits paid under the State Workers Compensation Act. In no instance shall an employee receive dual compensation from the City and the Workers' Compensation Insurance Fund.

The employee has the right to notify the City, in writing, prior to an injury, of his/her choice of physician should the employee be injured. The pre-designated medical provider must meet the requirements of CCC §9783 and agree to treat the employee for work related injuries. If the employee does not make this prior notification, the City has the right to require that the treatment be provided by a City designated medical examiner during the first thirty (30) days after the injury in accordance with Sections 4600 and 4601 of the Labor Code. If treatment is required on an emergency basis, and obtained from a non-City provider, the employee's follow-up medical care will transfer to a provider designated by the City. The employee agrees to keep all medical appointments and follow prescribed treatment plan restrictions for both work and personal activities. This does not preclude the employee from seeking emergency treatment from a physician of the employee's choice, or from being evaluated by a doctor of the employee's choice even while under treatment from the City's medical examiner. In such circumstances, other than in emergency situations, use of a personal physician would be at

employee's expense.

If the employee is still in need of medical care thirty (30) days after the work related and reported injury, the employee has the right to be treated by a doctor of his/her choice.

12.1 Modified Duty

City and Unit agree to the Modified Duty policy as stated in the Personnel Rules and Regulations with the exception that all modified duty need not be necessarily confined to the employees department. Depending on the doctor's release to return to work, which indicates the employees capabilities, will determine if an employee will be assigned to another department.

13. SPECIAL LEAVE

13.1 Miscellaneous Leave With Pay

An employee shall be granted leave of absence with full pay for:

1. Jury service;
2. Subpoena of him/her as a witness in a City matter; or
3. Attendance in court resulting from his/her official duties as assigned by the City Manager.

Paid leaves of absence will not apply if an absence for any of the above reasons falls on a day which is not a regularly scheduled work day, including flex days off.

Any extra compensation received by the employee for the above (travel time exempt) shall be remitted by the employee to the City.

Employees who appear in court as a plaintiff or defendant in any action not related to their official duties shall not be paid for time away from work, unless that time is previously approved in writing for the use of accumulated paid leave, except sick leave. Eligible employees may be allowed unpaid time off or use vacation leave, administrative leave, or compensatory time if summoned to appear in court as a witness in a non-City matter.

13.2 Leave of Absence Without Pay

The City Manager of designee may grant a full time regular employee a leave of absence without pay not to exceed one (1) year for non-medical purposes. Such leaves may be granted after vacation, administrative leave, holiday leave/bank, and compensatory leave accruals have been exhausted. Sick leave accruals may not be used for non-medical leaves.

Under no circumstances, unless approved by the Personnel Officer, may an employee use a leave of absence without pay for the purposes of working for another employer or to pursue self-employment.

13.3 Family Care and Medical Leave

Family leave shall be as identified in the City's Personnel Rules and Regulations entitled "Family Care and Medical Leave Policy."

14. BENEFITS AND INSURANCE

14.1 City Contribution

The City provides a monthly contribution to each eligible member of the unit to be used towards the Cafeteria Benefit Plan. These funds are to be used for eligible insurance plans included within the Cafeteria Plan or applied to the Ventura County Credit Union or an individual account administered by the City. Cafeteria Plan options include health, dental, vision.

Effective the first full pay period commencing on or after December 1, 2025, the City shall provide $1550.00 per month ($775.00 paid for the 1st or 2nd pay period each month) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

Effective the first full pay period of December 2026, the City shall provide $1650 per month ($825.00) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

Employees electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive a maximum opt out allowance of $1000.00 per month. Employees who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $1,000, shall be eligible to cash out the difference between $1,000 and the cost of the premium.

New employees hired after July 1, 2021 electing to opt out of medical coverage will receive a maximum opt out allowance of $500.00 per month. Employees hired after July 1, 2021 who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $500, shall be eligible to cash out the difference between $500 and the cost of the premium.

All employees must enroll in an available City health program unless they submit to the City both proof of health coverage and a signed health insurance waiver. The City reserves the right to require an employee to provide annual recertification of outside health coverage in order to continue to receive the cafeteria benefit. Employees who fail to complete both requirements will not be allowed to utilize their Cafeteria Benefit Plan contributions for any other eligible plans.

14.2 Eligibility

When an employee commences work with the City, his/her benefit distribution selection shall become effective the first of the month following date of employment. Deductions for benefits shall be made one month in advance for which coverage is provided.

14.3 Selection

Employees will choose from available health insurance programs and/or health and dental plans at such times as carriers allow for open enrollment periods. Dependent coverage may be added or deleted between open enrollment periods subject to conditions imposed by the selected carriers.

14.4 Enrollment

The times at which enrollment in or withdrawal from the non-mandatory disability income insurance plan is authorized shall be established by City policy subject to requirements of the insurance carriers.

14.5 IRS Section 125 Plan

The City provides the IRS Section 125 Flexible Benefits Plan on a Citywide basis to all full-time regular employees. The City agrees to provide payroll deductions for participating employees, and make appropriate disbursements to the plan administrators. Selection of the plan administrator is the responsibility of the City.

The City reserves the right to discontinue the Flexible Spending Plan program at the conclusion of the Plan year on October 31st, if there is insufficient Citywide employee participation to break even on administrative costs. The City will pay the $650 annual fee and the $4.95 per enrolled employee administrative fee per month. Should fewer than ten employee's Citywide sign-up for an FSA for the new plan year beginning November 1st the City reserves the right to discontinue its participation in the Plan.

14.6 Gym Membership

City shall reimburse the annual sum for the payment of membership fees for a physical fitness program available to Unit employees after receiving permission from Human Resources to approve the health club. This amount shall not exceed the actual membership fee paid or $300 per Unit employee who enrolls in that program, whichever is less. Eligibility for Gym membership guidelines and reimbursement will be in accordance with the City's Wellness and Fitness Program Reimbursement Policy.

14.7 Life Insurance

The City provides group term life insurance coverage to $100,000 for each employee.

14.8 City Matching Contribution to Deferred Compensation Plan

City agrees that effective in the first full pay period in January 2024, or earlier if the City can implement this provision earlier, the City shall provide a matching contribution to an employee's deferred compensation plan of up to one percent (1%) of the employee's base salary. For example, if an employee earns $50,000 base salary per year and contributes $25 into their deferred compensation plan each pay period for a total of $650 annual contribution, the City will contribute $500 annually to the employee's deferred compensation plan. $500 is one percent of $50,000. If the employee contributes $10 per pay period for a total of $260 annually, the City shall contribute $260 to the employee's deferred compensation account.

15. RETIREMENT

15.1 PERS Plan

For "Miscellaneous" employees hired prior to January 1, 2013, and for miscellaneous employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Employees' Pension Reform Act of 2013 (PEPRA)

Miscellaneous members hired prior to March 20, 2006 will be provided with the 2.5% @ 55, Tier One (1) service retirement formula;

Miscellaneous members hired after March 20, 2006 will be provided with the 2% @ 55, Tier Two (2) service retirement formula;

The retirement allowance will be computed on the highest one (1) year of compensation.

For "Miscellaneous" employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA

Miscellaneous members will be provided with the 2 % @ 62 service retirement formula;

The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

All Unit members pay their portion of the member's employee contribution to CalPERS.

16. WORKING CONDITIONS

16.1 Safe Working Conditions

The City shall provide safe working conditions for all Unit members as required by law. The City has established an Injury and Illness Prevention Program (IIPP). One of the objectives of this policy is to meet on a quarterly basis with General Safety Committee. The Unit is authorized to have one-member representative (and one alternate) to serve on the General Safety Committee. The Unit will be responsible for providing the names of the member and one alternate to the City.

16.2 Work Site Safety Practices

Unit members shall cooperate with management in maintaining good work site safety practices in all facilities.

16.3 Reporting Unsafe Conditions

Unit members shall be responsible for reporting to their immediate supervisor any condition believed to be unsafe or unhealthy.

16.4 Investigations

The City will investigate such reports and take appropriate action to correct conditions found to be unsafe or unhealthy.

16.5 Safety Equipment

The City will provide all necessary safety equipment as required by Section 6401 of the State Labor Codes, subject to any applicable legislation or judicial interpretation of that statute during the term of this Agreement.

16.6 Orientation Period

The orientation period of newly hired employees within the bargaining unit shall be six (6) months of paid service. At the discretion of the City Manager, the probationary period for a newly hired employee may be extended for up to an additional six (6) months from date of hire, if circumstances warrant, by giving notice to the employee fifteen (15) calendar days before the scheduled completion date of the normal probationary period. The probationary period for promoted employees shall be six (6) months of paid service. Rejection of probation shall be as set forth in the personnel rules and regulations as adopted by the City.

16.7 Layoff Procedure

Until such time as the parties have met and conferred regarding an alternative, the City will continue to use its existing rules as a layoff procedure whenever a layoff affects members of the unit.

16.8 Cooling-Off Period

If an employee resigns from employment with the City, the City Manager or his or her designee may choose to make the resignation effective immediately regardless of any advance notice which may be provided by the employee. However, such an employee will be allowed a "cooling off' period of two working days within which to rescind their resignation. An employee who wishes to rescind his or her resignation must do so in writing and the writing must be delivered to the City Manager by the close of business on the second business day of the "cooling off' period. An employee who timely rescinds his or her resignation during the "cooling off' period shall not be considered to have been separated and shall be treated as if there was no break in service. Any time during which such an employee is absent from work as a result of resigning shall be unpaid.

17. DRUG AND ALCOHOL TESTING

The City must comply with Federal requirements on random drug and alcohol testing. City will continue to enforce the adopted City policy.

18. CONCERTED ACTIVITIES

18.1 Definition Strike/Work Stoppage

As used in this section, "strike or work stoppage" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of including, influencing or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.

18.2 No Strike Clause

It is agreed and understood that there will be no strike, work stoppage, slow down, or refusal to fully and faithfully perform job functions and responsibilities, or any interference with the operations of the City, or any concerted effort designed to improve its bargaining positions which interferes with, impedes or impairs City operation by the Unit or by its officers, agents or members. The Unit agrees that neither the Unit nor its officers, agents or members will, in any manner whatsoever honor, assist or participate in any picketing activities, sanctions or any other form of interference with City operation by any other non-Unit employees or members of other employee associations or groups.

18.3 Lockout

The City agrees not to engage in any lockout.

18.4 Court Enforcement

Furthermore, the Unit and City agree that the provisions in this Article are enforceable in a court of law, once the grievance procedures have been exhausted.

19. GRIEVANCE

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Grievance Procedures, as set forth in the Personnel Rules and Regulations.

20. DISCIPLINARY ACTION

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Disciplinary Procedures, as set forth in the Personnel Rules and Regulations.

21. COMPLETION OF MEET AND CONFER

The parties acknowledge that, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter covered by this Agreement.

It is recognized that during the term of this agreement, it may be necessary for Management to make changes in matters defined as within the scope of representation (pursuant to Government Code Section 3504), such as hours, working conditions, or rules governing employees. When Management finds it necessary to make such changes, it shall notify the Unit in writing indicating the proposed change before it is implemented. If the Unit requests, the parties shall expeditiously undertake negotiations regarding the effect the change would have on employees. If the Unit does not request negotiations, the change may be implemented. If the Unit does request negotiations, any agreement resulting from such negotiations shall be reduced to writing.

Nothing herein shall limit Management's authority to make changes necessitated by an emergency and such changes will not extend beyond the duration of the emergency. In addition, Management will notify the Unit of such changes as soon as practicable.

22. SEVERABILITY

If any provisions of this MOU are held to be contrary to law by a court of competent jurisdiction, such provisions will not be valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect; however, no provisions in this MOU shall be construed to result in an illegal discriminatory act based on race, creed, sex or national origin.

23. TERM

This Agreement shall be in effect from July 1, 2025 through June 30, 2027. It shall continue in effect thereafter from year to year unless either party gives one hundred twenty (120) days notice prior to the yearly anniversary date, to terminate or modify this Agreement.

24. FINALITY OF RECOMMENDATIONS

Upon ratification by the City Council and the Unit membership, the recommendations set forth above are final. No changes or modifications shall be offered, urged or otherwise presented by said Unit or the City Manager to the City Council for the period of the MOU, except as mutually agreed upon by the Unit and the City Manager

COMMUNITY SERVICES OFFICERS UNIT

_____
Gena Rios

_____
Juan Navarrete

CITY OF SANTA PAULA

_____
Daniel Singer
Chief Labor Negotiator

_____
Lorena Alvarez
Human Resources Administrador

EXHIBIT “A”

POSITION CLASSIFICATION

Job Class:	**Position Title**
500 CSO	Community Services Officer
	Evidence Technician
	Records Clerk

Community Service Officers

Memorandum of Understanding

20253-20275

City of Santa Paula

MEMORANDUM OF UNDERSTANDING

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the Meyers-Milian-Brown Act (Government Code Sections 3500-3511) by and between the City Council of the City of Santa Paula, hereinafter designated "City," and Santa Paula Community Services Officers Unit (CSO) hereinafter designated as "Unit".

The City Manager, or his/her designee, is the representative of the City of Santa Paula in employer-employee relations as authorized by the City Council.

The parties have negotiated in good faith regarding wages, hours and other terms and conditions of employment of the employees in said bargaining unit; have exchanged freely information, opinions and proposals; and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Santa Paula.

This Memorandum of Understanding is subject to all existing laws of the United States of America, State of California, and the ordinances, resolutions and regulations of the City of Santa Paula. This Memorandum of Understanding shall be presented to the City Council as the joint recommendations of the undersigned regarding matters within the scope of representation for all employees within the bargaining unit for the contract year 2025~~3~~- 2027~~5~~ commencing ~~October 4, 2023~~July 1, 2025 through June 30, ~~2025~~2027.

UNDERSTANDING AND AGREEMENTS

The following understandings and agreements shall not become effective until ratified by the City Council:

1. EXCLUSIVE REPRESENTATION

This memorandum covers the classifications listed in Exhibit "A".

Whenever a person is hired in any of the job classifications covered by this memorandum, City agrees to notify such person that Unit is the recognized employee organization for employees in that classification.

2. UNIT RIGHTS

2.1 Labor-Management Meetings

MOU EMPLOYEE REPRESENTATION

The formally recognized employee organization may select not more than two (2) employee members of such organization to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. The participation of additional employees is at the discretion of the employee organization (a maximum of two additional members) provided that they would not be eligible for compensation because the meeting in question was scheduled for the employees' non-work hours and provided also they would not be eligible for any compensation for their attendance. Where circumstances warrant, the Municipal Employee Relations Officer may approve the attendance at such meetings of additional employee representatives without loss of compensation. The employee organization must, whenever practicable, submit the names of all such employee representatives to the Municipal Employee Relations Officer at least two (2) working days in advance of such meetings. Provided further: 1) that no employee representative may leave his or her duty or work station or assignment without specific approval of his supervisor, department head or other authorized City management official, and 2) that any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules.

CONSULTATION

During the term of this agreement, the City and Unit agree that consultation meetings may contribute to improved employer-employee relations. Either party may request meetings. The party requesting the meeting shall submit a proposed agenda. With the concurrence of the receiving party, a date, time and location of the requested meeting may be set. It is not intended that any such labor-management meetings be for discussion of issues handled under other provisions herein or other documents setting forth prescribed meeting procedures such as grievance or disciplinary procedures. Meeting attendees will be those that have been designated as Unit representatives as defined above.

2.2 Unit Information

Unit materials provided by the Unit will be provided to eligible employees as a part of the new orientation process. The Unit will be responsible for supplying materials.

3. CITY RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, certain City rights will not be subject to the meet and confer process. These include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; withhold merit step salary increases related

to job performance subject to the City's Personnel Rules and Regulations; determine the procedures and standard of selection for employment, promotion and transfer; direct employees, including scheduling and assigning work, work hours, and overtime as required in the manner most advantageous to the City. It is understood by the parties that every related duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee; establish employee performance standards and to require compliance therewith; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which government operations are to be conducted; determine whether goods or services shall be made or provided by the City, or shall be purchased or contracted for, it being understood that it is not the City's intent to contract out any services currently being provided by employees in the representatio[n] unit; however, the City retains its management rights to investigate alternate options in the future; determine the content of job classifications; take all necessary actions to protect the public's health and safety and carry out its mission in emergencies; and exercise complete control and discretion over the technology of performing its work.

4. SALARY COMPENSATION

4.1 SALARY COMPENSATION

a. Effective the first day of the first full pay period following August 1, 2025, Unit employees shall receive a three percent (3%) cost of living adjustment to base wages.

b. Effective the first full pay period following July 1, 2026, Unit employees shall receive a three percent (3%) cost of living adjustment to base wages.

c. A one-time, non-pensionable bonus will be distributed to all full-time employees who worked the entire previous fiscal year (July 2024 to June 30, 2025) and who are still active employees at the time the bonus is paid. The bonus shall be paid no later than the pay period that includes November 30, 2025. Such bonus will be up to, but not to exceed, two percent (2%) of the employee's base salary as of the close of the previous fiscal year.

This provision is not designed as a permanent program. In light of the four-year timeline for implementation of the compensation study, this retention bonus helps to keep and to recognize those employees who have been working for the City over the past year and during the upcoming MOU period.

d. Salary Survey Implementation: In addition to the general wage increases above, the City will implement increases to the top of the wage schedule for the classifications represented by CSO Association as follows:

- Effective the first day of the pay period following August 1, 2025, or on the first day of the pay period following ratification of this Agreement by CSO Association and adoption of the Agreement by the City Council, whichever is later, the City will provide a market adjustment for each classification represented by this bargaining unit by twenty-five percent of the total percentage that the 2025 salary survey shows the classification is below market.

- Effective the first day of the first full pay period following July 1, 2026, the City will provide a market adjustment for each classification represented by this bargaining unit by twenty-five percent of the percentage that the 2025 salary survey shows the classification is below market.

~~Effective the first full pay period following October 4, 2023 ratification of this Agreement by SEIU and adoption of the Agreement by the City Council, Unit employees shall receive a five percent (5.0%) cost of living adjustment to base wages.~~

~~Effective the first full pay period following July 1, 2024, Unit employees shall receive a four percent (4%) cost of living adjustment to base wages.~~

4.1.1 Step Increase

Step increases will become effective on the actual anniversary date of the employee.

4.1.2 Evaluations

Performance evaluations shall be completed at least one week prior to the employee's anniversary date, but no later than sixty (60) days after this date. Employees who do not receive their evaluation within the sixty (60) day period should contact their immediate supervisor, Department Head or the Personnel Office. If the employee was entitled to a merit increase, said increase shall be retroactive to the employee's anniversary date.

4.2 Base Wages

Base wages shall mean the hourly rate of pay earned by a unit employee within a salary range assigned by the City to the classification occupied by the employee. Base wages do not include educational incentive, overtime pay, standby pay, bilingual pay, and cafeteria plan monies, or other additional payments earned by a Unit employee pursuant to this MOU.

4.3 Regular Rate of Pay

A Unit employee's regular rate of pay shall be calculated according to the provisions of the FLSA. A Unit employee shall be compensated for overtime work at one and one-half times the employee's regular rate of pay to the nearest quarter hour.

4.4 Direct Deposit

All employees hired after ratification of MOU, shall establish a direct deposit account in order to receive their paychecks.

5. HOURS OF WORK

5.1 Work Cycle

In accordance with the Fair Labor Standards Act, the City's work cycle is a fixed and regularly recurring period of 168 consecutive hours, seven (7) consecutive twenty- four (24) hour periods.

5.2 Regular Work Day

The normal daily work schedule (40-hour work week) for unit personnel is eight (8) hours of work time, inclusive of breaks, exclusive of a one (1) hour unpaid meal break.

The regular working day of employees observing a 9/80 work schedule is nine (9) hours of work within a period not to exceed ten (10) consecutive hours, interrupted by a lunch break of not less than one-half (A) hour, nor more than one (1) hour; provided, the regular working day on alternate Fridays or other days, as determined by the department head, shall be eight (8) hours of work not to exceed nine (9) consecutive hours, interrupted by a lunch break of not less than one-half ('A) hour, nor more than one (1) hour.

5.3 Rest Periods

One (1) fifteen (15) minute rest break with pay shall be provided to Unit members for each four (4) hours of service, as scheduled by appropriate supervisor. Rest periods and lunch periods may not be aggregated and used to extend the lunch period or shorten the work day.

5.4 Regular Work Period

A regular work period shall be forty (40) hours to be worked within a seven (7) day period beginning at 12:01 p.m. Friday and ending at 12 noon the following Friday. However, this seven (7) day work period may be changed by the City Manager to any other consecutive seven (7) day period, beginning and ending at any day and any time to accommodate alternative work schedules.

5.5 Standard Hours and Days of Work

The standard work week shall consist of five (5) days, Monday through Friday inclusive; the regular work day shall begin at 8 a.m. and end at 5 p.m. Unless otherwise approved by the department head, the regular work day for employees observing a 9/80 schedule shall begin at 7:30 a.m. and end at 5:30 p.m. on those days when the regular working day is nine (9) hours of work. The standard work week for employees observing a 4/10 schedule shall be as determined by the department head. This standard shall not apply to employees of departments which require different schedules of work to meet operational and service objectives of City departments. Nonstandard hours and days of work for employees shall be as established in writing by the City Manager.

6. OVERTIME

6.1 Overtime Definition

Effective the first full pay period following Council adoption, overtime will be calculated based on "hours worked" which will no longer include sick leave time or leave without pay to calculate overtime.

Overtime will be paid in compliance with FLSA at a rate of 1-1/2 times the employee's regular base hourly rate of pay or a unit employee may choose in lieu of cash payment to be compensated for overtime by the accumulation of compensatory time, on the ratio of 1-1/2 hours earned in compensatory time for each hour actually worked. Hours worked will also not include sick leave or leave without pay for the purpose of calculating compensatory time. A maximum of forty (40) hours of compensatory time may be accrued in a calendar year.

6.2 Callback

Employees who have completed a full shift and are called back for emergency overtime work, or are called back for emergency overtime work while on standby status, shall be paid at the rate of 1 1/2 times the regular rate for all subsequent hours worked or a minimum of two (2) hours pay, whichever is greater. The "minimum of two hours pay" includes all call backs occurring within the two-hour minimum period; therefore, the "minimum of two hours pay" is not compensated on a "per occurrence" basis. No employee shall be paid for call back and standby pay simultaneously. This means that no employee shall be paid "stand by" pay at the same time that they are collecting "call back" pay.

The City has the exclusive right to determine the need for call back and the time of call back.

6.2.1 On-Call Pay

Unit employees eligible for On-Call Pay shall be compensated an additional ~~$20~~25.00 dollars per day. The Investigations Supervisor shall be responsible for determining if On-Call Pay is needed and providing a schedule on a monthly basis.

6.2.2 Special Contract Detail

In the event that the City assigns unit employees to special event detail, such as, but not limited to movie, television or commercial filming, each employee assigned to work such detail shall receive payment at two (2) times their normal hourly rate as long as the City is reimbursed.

6.2.3 Court Standby

Unit personnel placed on court standby time "on call" during their off-duty times who are required to be accessible by telephone or other methods approved by management and who are able to appear at court in a reasonable amount of time if so ordered will receive thirty-five dollars ($35) per standby shift. The maximum compensation per work period (twenty-eight (28) day period) per employee for court standby is one hundred and forty dollars ($140). Standby pay will not be paid if court time compensation is made.

A designated representative of the Police Chief will determine whether an employee will be placed on standby or whether an employee will be required to appear in court and how long an individual on standby will be required to remain in that status. Employees must check with the designated representative of the Police Department in the morning of each scheduled day of court appearance or standby to ascertain whether his/her testimony is required. If the Police Department representative is advised that the employee's testimony will not be requested, the standby employee will be released from standby.

6.3 Limitation of Overtime

It is the policy of the City to keep all overtime usage to a minimum. This policy extends to all varieties of overtime usage including holdover, callback and standby. Prior written authorization of the Department Head must be secured and communicated to the employee.

In an emergency, if it is impossible or impractical to secure advance authorization from the Department Head, the supervisor may authorize paid overtime subject to ratification by the Department Head. Overtime shall be compensated to the nearest quarter hour (fifteen-15) minutes. This shall apply to accumulation of all overtime during a work week.

7. SHIFT DIFFERENTIALS

7.1 Night Differential

The City agrees to grant the Unit an immediate reopener prior to implementing a shift that qualifies for night differential (shift that requires an employee to work a minimum of fifty percent (50%) of his or her shift between the hours of 6:00 PM and 8:00 AM).

7.2 Dispatcher Pay

Unit personnel will be paid at the step in the Dispatcher's salary schedule which aligns with the Unit member's years of dispatching experience, when working in a dispatcher capacity.

7.3 Collateral Duties Pay

All assignments to positions receiving additional compensation are temporary assignments. Unit personnel are rotated into and out these assignments at the discretion of the Police Chief. Assignments receiving additional compensation include:

A. Crime Scene Investigation (CSI): Unit personnel assigned as a Crime Scene Investigator will receive an additional ~~three six~~ five percent (~~3~~5~~6~~%) over his or her base wage. At no time is this to be considered an investigator position for example, like a Detective.

~~B. Public Information Officer (PIO): Unit personnel assigned as a Public Information Officer (PIO) will receive an additional three percent (3%) over his or her base wage.~~

8. OTHER COMPENSATION AND BENEFITS

8.1 Tuition Reimbursement

Tuition reimbursement may be made up to $~~3000~~ 3500 per fiscal year in accordance with established City policy. It is the City's desire to encourage employees to further their education in order to excel in their profession. For this reason, the City Manager may authorize employees to take courses during the employee's normal workday for a limited duration, if alternate classes are not available (e.g. night classes not offered). All requests must first be made through the Department Head and forwarded to the City Manager for final approval. All approvals will be based on staffing levels of the department and effect of city operations.

8.2 Uniform Allowance

The uniform allowance will include the cost of purchasing: three (3) pairs of pants; three (3) short-sleeved shirts; three (3) long-sleeved shirts; appropriate insignias, one (1) pair of work boots/shoes; tailoring and laundering services. The cash allowance will be paid to each eligible member on a bi-weekly basis, the fixed dollar amount will be $~~67.31~~74.00 bi-weekly ($1,~~750~~ 924 annually).

Employees on sick leave, industrial disability leave, or leave of absence for more than two continuous weeks are not entitled to the uniform allowance for the period of time away from work.

8.3 Bilingual Pay

To recognize those employees who are able to communicate effectively with members of our community who speak primarily Spanish. Effective June 1, 2008, all eligible employees will receive $1300.00 per year ($50.00 per pay period).

8.4 Emergency Disasters

Employees will be required to mark "overtime" versus "comp time" on their time sheets when working during an emergency disaster. This change allows the City to be reimbursed through FEMA for employees work time.

8.5 Educational Incentive

Unit Personnel with an Associate's Degree shall receive a salary adjustment of three (3%) percent above their base wages.

Unit Personnel with a Bachelor's Degree shall receive a salary adjustment of five (5%) percent above their base wages.

Unit Personnel with a Master's Degree shall receive a salary adjustment of eight (8%) percent above their base wages.

Employees requesting Educational Incentive Compensation are required to present the original certificate or diploma or other substantiating records to Human Resources for verification.

HOLIDAYS

9. HOLIDAY LISTING

The City will provide employees with a Holiday Leave Bank that matches their approved scheduled work week.

On January 1st of each year, unit personnel will receive a Holiday Leave Bank to be used exclusively for City observed holidays as follows:

- 36 hours for employees on a 9/80 schedule
- 40 hours for employees on a 4/10 schedule

On January 1st of each year, unit personnel will also receive a Floating Holiday Leave Bank of eighteen (18) hours.

On July 1st of each year unit personnel will receive a Holiday Leave Bank to be used exclusively for City-observed holidays as follows:

- 72 hours for employees on a 9/80 schedule
- 80 hours for employees on a 4/10 schedule

~~On January 1st of each year, unit personnel will receive a Holiday Leave Bank of thirty-six (36) hours paid at straight time to be used exclusively for City observed holidays and a Floating Holiday Leave Bank of eighteen (18) hours. On July 1st of each year, unit personnel receive a Holiday Leave Bank of sixty-three (63) hours paid at straight time to be used exclusively for City observed holidays.~~

Any extra floating hours not used by the end of the calendar year will be carried over for 90 days. If the employee does not use the hours by that date, they lose the carryover hours. The Holiday Leave Bank hours do not have cash value.

If a holiday is worked, unit personnel receive pay at the overtime rate for all hours worked, in addition to straight time holiday pay. Employees would not have the option of working when the City was closed for a holiday if they did not have any time of leave time available.

The following days are considered holidays:

New Year's Day - January 1
Martin Luther King Day - Third Monday in January
Presidents' Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day- First Monday in September
Veteran's Day- November 11th
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve – December 24
Christmas Day- December 25
New Year's Eve – December 31
Two (2) floating Holidays

Employees hired between the holiday allocation periods will receive the holiday bank in accordance

with allocation for that period, less any holiday (~~at 9~~ hours per holiday) that have already been observed. Floating Holiday Leave hours will be pro-rated accordingly to the employees hire date.

10. VACATION

10.1 Vacation Entitlement

Unit members will be required to reduce vacation leave balances to 280 hours or less by December 31, 2021. Vacation hours in the excess of 280 hours will not have cash value, may not be used in the buyback program and will not be paid out to unit members upon separation from employment.

Unit personnel may accumulate up to a maximum of two-hundred eighty (280) hours. Unit personnel who has accrued the maximum amount of vacation will not accrue any more vacation until their balance is below two-hundred eighty (280) hours. Annual accrual rates for employees with continuous years of service are as follows:

Less than five years:	96 hours
Five years, but less than ten years:	120 hours
Ten years, but less than fifteen years:	144 hours
Fifteen, but less than twenty-one years:	160 hours
Twenty-one years:	168 hours
Twenty-two years:	176 hours
Twenty-three years:	184 hours
Twenty-four years:	192 hours
Twenty-five or more years:	200 hours

All use of Vacation Leave shall be at such time as approved by the employee's Supervisor or Department Head. Use of Vacation Leave shall be scheduled at such times as the Department Head finds most suitable after considering the wishes of the employee and the requirements of the Department. For the efficiency and effectiveness of City services, Supervisors or Department Heads may assign the use of Vacation Leave and designate when it will be taken. All requests for use of Vacation Leave must be approved by the Supervisor or Department Head in writing prior to the commencement of the requested use on a form

provided by the Personnel Office. Completed forms are to be forwarded to the Personnel Office only after being utilized by the Department Head or Supervisor to verify timesheets.

Vacation Leave will not accrue while an employee is on Leave of Absence without Pay. Accumulated and unused Vacation Leave may be used to supplement Sick Leave if the employee has exhausted Sick Leave accruals. Paid holidays occurring during vacation are not charged to Vacation Leave. If an employee on vacation becomes sick, Sick Leave maybe substituted subject to the approval of Department Head.

If an employee transfers from one department within the City to another, the Vacation Leave credits shall also be transferred.

10.2.1 Vacation Credit

An employee shall begin accruing vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned on a biweekly basis. Employees on leave without pay status shall not earn vacation. Vacation time shall not be taken until earned and shall be subject to all other provisions of this agreement.

10.2.2 Vacation Usage

The times during which an employee may take vacation shall be as approved by the Supervisor, provided that if the requirements of the City service are such that part or all of an employee's vacation must be deferred beyond a calendar year, the employee may take vacation during the following calendar year. A Department Head may also approve vacation if the employee's Supervisor is unavailable or if the employee's immediate supervisor is a Department Head. In the event that an employee requests, but is repeatedly denied vacation, and if such denial would cause the employee to exceed the 240-hour limit, the City Manager may temporarily increase the vacation limit until a mutually agreed upon vacation can be scheduled.

10.2.3 Vacation Schedule

In the scheduling of employee vacations, Supervisors will give first consideration to the employee's choice. In the event of a conflict or a dispute among employees, reasonable recognition of seniority and annual rotation will be used to resolve such conflict or dispute. Authorization of use of any vacation time shall continue to be subject to organizational needs.

10.2.4 Effect of Termination on Vacation

Vacation is credited to the employee upon appointment and each pay period. Upon termination of an employee's service with the City, he/she shall be paid a lump sum for all accrued vacation hours.

10.2.5 Status Report of Accrued Vacation Leave

The City will provide regularly to each employee on his/her paycheck stub an official record

of his/her accrued vacation leave. Verification of an employee's official accrued vacation leave record will be provided by the City based on a reasonable request for such verification.

10.2.6 Vacation/ Compensatory Leave Buyback

Unit employees may buyback vacation and compensatory time off with continuous years of service as follows:

Less than five years:	up to 40 hours
Five years, but less than 10 years:	up to 60 hours
More than 10 years:	up to 80 hours

To be eligible to buyback vacation, or compensatory leave, employees must meet the following criteria:

Employee must have taken a minimum of forty (40) hours of vacation leave during the period November 1st - October 31st prior to submitting the request.

Employee must maintain a minimum balance of 120 hours of vacation leave after submitting the request.

Employee must submit request form to Human Resources Manager by October 31st, with payment to be made the first pay period of December. Forms will be available in the City's "O" drive and/or through the Human Resources Office.

10.2.7 Compensatory Time

Compensatory time off may be accumulated to a maximum of forty (40) hours to be used at a later time upon the approval of the supervisor. Employees may not accrue more than forty (40) hours at any given time. Any time in excess of forty (40) hours shall be paid as overtime.

11. SICK LEAVE

11.1. Usage

Sick leave with pay up to the total number of accumulated sick days shall be granted by the Department Head in case of bona fide illness or injury of employee. Immediately upon return to work, the employee shall complete and submit the City's Absence and Leave Affidavit to his/her immediate supervisor. The City may determine, by reasonable means, the validity of any sick leave usage either as a condition of continuing an employee on sick leave status or as a requirement of returning to work. Additionally, if the City suspects an employee is abusing or has abused sick leave, the City may require the employee to be examined by the City's physician

at no cost to the employee.

11.2 Over 3-Day Absence

For absence of more than three (3) days, an employee may be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work.

11.3 Leave Transfer

Unit employees will have the ability to transfer earned leave bank (vacation, or comp) to other employees in Units participating in this program, subject to the following conditions:

1. No one can, by use of this transfer, reduce his or her accrued vacation ~~and~~ to less than 40.0 hours in each bank.
2. All such transfers shall be approved by the Personnel Officer or designee.
3. All transfers shall be anonymous to the transferee.

The Personnel Officer shall determine the amount of leave, if any, which an employee may receive under this section. Employees wishing to donate leave must do so in writing to the Personnel Officer. Donated leave shall be utilized in the order of receipt by the Personnel Officer, and will be converted to sick leave for the employee's use for the defined purpose, only. The amount of leave time transferred under this section which remains unused shall be returned to the employee or employees who transferred the leave when the Personnel Officer or designee finds that the leave is no longer needed or will not be needed at a future time in connection with the illness or injury for which the leave was transferred.

11.4 Bereavement

Leave with pay up to five (5) working days per incident of death, but not to exceed 80 hours in a fiscal year will be a mother, father, mother-in-law, father-in-law, spouse, sister, brother, son, daughter or domestic partner of the unit member or grandparent or grandchild of the unit member or his/her spouse.

Bereavement Leave or special sick leave, in case of death illness of other persons, may be granted only upon approval of the City Manager.

11.5 Maternity and Paternity Leave

Maternity and Paternity Leave will be granted to eligible employees in accordance with the current Family and Medical Leave Act (FMLA). Eligible employees shall charge time-off against any accumulated leave, including sick leave.

11.6 Exceptions

Sick leave pay shall not be granted for any injury attributable to an outside occupation (for which Worker's Compensation benefits are available and engagement herein has not been authorized).

11.7 Exhaustion of Sick Leave

When an employee is on sick leave status and such sick leave time due the employee has been exhausted, subsequent leave of absence shall first be charged to compensatory time accruals and then to vacation accruals.

11.8 No Maximum on Sick Leave Accrual

Sick leave hours no longer have cash value pursuant to the City's Personnel Rules and Regulations. Accumulated sick leave may be credited to an employee's length of service upon retirement from the City of Santa Paula and will become part of the calculation upon which PERS retirement benefits are established, in accordance with PERS regulations. Effective January 1, 2008, unit employees will no longer be subject to any maximum on sick leave accrual.

11.9 Doctor/Dentist Visits

Sick leave may be used for doctor or dentist visits or to obtain medical or dental care, subject to advance approval by the Department Head.

12. INDUSTRIAL ACCIDENT LEAVE

When an employee sustains an accident which results in an injury or illness arising out of and in the cause of employment which is compensable under the State Workers' Compensation Act and which injury or illness necessitates the employee's absence from work, the first three (3) calendar days of such absence shall be deemed to be Industrial Leave and the employee shall receive his/her regular salary for any regularly scheduled work days occurring within the three (3) day period following the date of such injury or illness, providing the injury or illness was not due to the employee's gross negligence and that such absence from work is substantiated by a statement of a licensed physician certifying that the nature of the illness or injury is sufficiently sever to require the employee to be absent from his/her responsibilities for a rehabilitative period. Wages for the day of the injury will be paid for the regularly scheduled hours worked and is not a day of absence for leave purposes.

If the employee is not able to return to work after (3) calendar days of Industrial Leave following the day of the injury or illness, the employee shall then be eligible for leave under the Family Medical Leave Act (FMLA), if qualified. The employee is permitted the option of taking leave without pay from the City while receiving those benefits allowed by the provisions of the State Workers' Compensation Act, or the employee may integrate his/her accumulated Sick Leave or Vacation Leave to his/her credit, with temporary disability benefits paid under

the State Workers Compensation Act. In no instance shall an employee receive dual compensation from the City and the Workers' Compensation Insurance Fund.

The employee has the right to notify the City, in writing, prior to an injury, of his/her choice of physician should the employee be injured. The pre-designated medical provider must meet the requirements of CCC §9783 and agree to treat the employee for work related injuries. If the employee does not make this prior notification, the City has the right to require that the treatment be provided by a City designated medical examiner during the first thirty (30) days after the injury in accordance with Sections 4600 and 4601 of the Labor Code. If treatment is required on an emergency basis, and obtained from a non-City provider, the employee's follow-up medical care will transfer to a provider designated by the City. The employee agrees to keep all medical appointments and follow prescribed treatment plan restrictions for both work and personal activities. This does not preclude the employee from seeking emergency treatment from a physician of the employee's choice, or from being evaluated by a doctor of the employee's choice even while under treatment from the City's medical examiner. In such circumstances, other than in emergency situations, use of a personal physician would be at employee's expense.

If the employee is still in need of medical care thirty (30) days after the work related and reported injury, the employee has the right to be treated by a doctor of his/her choice.

12.1 Modified Duty

City and Unit agree to the Modified Duty policy as stated in the Personnel Rules and Regulations with the exception that all modified duty need not be necessarily confined to the employees department. Depending on the doctor's release to return to work, which indicates the employees capabilities, will determine if an employee will be assigned to another department.

13. SPECIAL LEAVE

13.1 Miscellaneous Leave With Pay

An employee shall be granted leave of absence with full pay for:

1. Jury service;
2. Subpoena of him/her as a witness in a City matter; or
3. Attendance in court resulting from his/her official duties as assigned by the City Manager.

Paid leaves of absence will not apply if an absence for any of the above reasons falls on a day which is not a regularly scheduled work day, including flex days off.

Any extra compensation received by the employee for the above (travel time exempt) shall be remitted by the employee to the City.

Employees who appear in court as a plaintiff or defendant in any action not related to their official duties shall not be paid for time away from work, unless that time is previously approved in writing for the use of accumulated paid leave, except sick leave. Eligible employees may be allowed unpaid time off or use vacation leave, administrative leave, or compensatory time if summoned to appear in court as a witness in a non-City matter.

13.2 Leave of Absence Without Pay

The City Manager of designee may grant a full time regular employee a leave of absence without pay not to exceed one (1) year for non-medical purposes. Such leaves may be granted after vacation, administrative leave, holiday leave/bank, and compensatory leave accruals have been exhausted. Sick leave accruals may not be used for non-medical leaves.

Under no circumstances, unless approved by the Personnel Officer, may an employee use a leave of absence without pay for the purposes of working for another employer or to pursue self-employment.

13.3 Family Care and Medical Leave

Family leave shall be as identified in the City's Personnel Rules and Regulations entitled "Family Care and Medical Leave Policy."

14. BENEFITS AND INSURANCE

14.1 City Contribution

The City provides a monthly contribution to each eligible member of the unit to be used towards the Cafeteria Benefit Plan. These funds are to be used for eligible insurance plans included within the Cafeteria Plan or applied to the Ventura County Credit Union or an individual account administered by the City. Cafeteria Plan options include health, dental, vision.

Effective the first full pay period commencing on or after December 1, ~~2023~~2025, the City shall provide $~~1350~~1550.00 per month ($~~76~~75.00 paid for the 1st or 2nd pay period each month) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

Effective the first full pay period of December ~~2024~~2026, the City shall provide $~~1450~~ 1650 per month ($~~87~~25.00) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

Employees electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive a maximum opt out allowance of $1000.00 per month. Employees who use cafeteria benefit plan funds to purchase City health insurance

and whose health insurance premium is less than $1,000, shall be eligible to cash out the difference between $1,000 and the cost of the premium.

New employees hired after July 1, 2021 electing to opt out of medical coverage will receive a maximum opt out allowance of $500.00 per month. Employees hired after July 1, 2021 who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $500, shall be eligible to cash out the difference between $500 and the cost of the premium.

All employees must enroll in an available City health program unless they submit to the City both proof of health coverage and a signed health insurance waiver. The City reserves the right to require an employee to provide annual recertification of outside health coverage in order to continue to receive the cafeteria benefit. Employees who fail to complete both requirements will not be allowed to utilize their Cafeteria Benefit Plan contributions for any other eligible plans.

14.2 Eligibility

When an employee commences work with the City, his/her benefit distribution selection shall become effective the first of the month following date of employment. Deductions for benefits shall be made one month in advance for which coverage is provided.

14.3 Selection

Employees will choose from available health insurance programs and/or health and dental plans at such times as carriers allow for open enrollment periods. Dependent coverage may be added or deleted between open enrollment periods subject to conditions imposed by the selected carriers.

14.4 Enrollment

The times at which enrollment in or withdrawal from the non-mandatory disability income insurance plan is authorized shall be established by City policy subject to requirements of the insurance carriers.

14.5 IRS Section 125 Plan

The City provides the IRS Section 125 Flexible Benefits Plan on a Citywide basis to all full-time regular employees. The City agrees to provide payroll deductions for participating employees, and make appropriate disbursements to the plan administrators. Selection of the plan administrator is the responsibility of the City.

The City reserves the right to discontinue the Flexible Spending Plan program at the conclusion of the Plan year on October 31st, if there is insufficient Citywide employee participation to break even on administrative costs. The City will pay the $650 annual fee and the $4.95 per enrolled employee administrative fee per month. Should fewer than ten employee's Citywide

sign-up for an FSA for the new plan year beginning November 1st the City reserves the right to discontinue its participation in the Plan.

14.6 Gym Membership

City shall reimburse the annual sum for the payment of membership fees for a physical fitness program available to Unit employees after receiving permission from Human Resources to approve the health club. This amount shall not exceed the actual membership fee paid or $300 per Unit employee who enrolls in that program, whichever is less. Eligibility for Gym membership guidelines and reimbursement will be in accordance with the City's Wellness and Fitness Program Reimbursement Policy.

14.7 Life Insurance

The City provides group term life insurance coverage to $100,000 for each employee.

14.8 City Matching Contribution to Deferred Compensation Plan

City agrees that effective in the first full pay period in January 2024, or earlier if the City can implement this provision earlier, the City shall provide a matching contribution to an employee's deferred compensation plan of up to one percent (1%) of the employee's base salary. For example, if an employee earns $50,000 base salary per year and contributes $25 into their deferred compensation plan each pay period for a total of $650 annual contribution, the City will contribute $500 annually to the employee's deferred compensation plan. $500 is one percent of $50,000. If the employee contributes $10 per pay period for a total of $260 annually, the City shall contribute $260 to the employee's deferred compensation account.

15. RETIREMENT

15.1 PERS Plan

For "Miscellaneous" employees hired prior to January 1, 2013, and for miscellaneous employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Employees' Pension Reform Act of 2013 (PEPRA)

Miscellaneous members hired prior to March 20, 2006 will be provided with the 2.5% @ 55, Tier One (1) service retirement formula;

Miscellaneous members hired after March 20, 2006 will be provided with the 2% @ 55, Tier Two (2) service retirement formula;

The retirement allowance will be computed on the highest one (1) year of compensation.

For "Miscellaneous" employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA

Miscellaneous members will be provided with the 2 % @ 62 service retirement formula;

The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

All Unit members pay their portion of the member's employee contribution to CalPERS.

16. WORKING CONDITIONS

16.1 Safe Working Conditions

The City shall provide safe working conditions for all Unit members as required by law. The City has established an Injury and Illness Prevention Program (IIPP). One of the objectives of this policy is to meet on a quarterly basis with General Safety Committee. The Unit is authorized to have one-member representative (and one alternate) to serve on the General Safety Committee. The Unit will be responsible for providing the names of the member and one alternate to the City.

16.2 Work Site Safety Practices

Unit members shall cooperate with management in maintaining good work site safety practices in all facilities.

16.3 Reporting Unsafe Conditions

Unit members shall be responsible for reporting to their immediate supervisor any condition believed to be unsafe or unhealthy.

16.4 Investigations

The City will investigate such reports and take appropriate action to correct conditions found to be unsafe or unhealthy.

16.5 Safety Equipment

The City will provide all necessary safety equipment as required by Section 6401 of the State Labor Codes, subject to any applicable legislation or judicial interpretation of that statute during the term of this Agreement.

16.6 Orientation Period

The orientation period of newly hired employees within the bargaining unit shall be six (6) months of paid service. At the discretion of the City Manager, the probationary period for a newly hired employee may be extended for up to an additional six (6) months from date of hire, if circumstances warrant, by giving notice to the employee fifteen (15) calendar days before the scheduled completion date of the normal probationary period. The probationary period for promoted employees shall be six (6) months of paid service. Rejection of probation shall be as set forth in the personnel rules and regulations as adopted by the City.

16.7 Layoff Procedure

Until such time as the parties have met and conferred regarding an alternative, the City will continue to use its existing rules as a layoff procedure whenever a layoff affects members of the unit.

16.8 Cooling-Off Period

If an employee resigns from employment with the City, the City Manager or his or her designee may choose to make the resignation effective immediately regardless of any advance notice which may be provided by the employee. However, such an employee will be allowed a "cooling off' period of two working days within which to rescind their resignation. An employee who wishes to rescind his or her resignation must do so in writing and the writing must be delivered to the City Manager by the close of business on the second business day of the "cooling off' period. An employee who timely rescinds his or her resignation during the "cooling off' period shall not be considered to have been separated and shall be treated as if there was no break in service. Any time during which such an employee is absent from work as a result of resigning shall be unpaid.

17. DRUG AND ALCOHOL TESTING

The City must comply with Federal requirements on random drug and alcohol testing. City will continue to enforce the adopted City policy.

18. CONCERTED ACTIVITIES

18.1 Definition Strike/Work Stoppage

As used in this section, "strike or work stoppage" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of including, influencing or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.

18.2 No Strike Clause

It is agreed and understood that there will be no strike, work stoppage, slow down, or refusal to fully and faithfully perform job functions and responsibilities, or any interference with the operations of the City, or any concerted effort designed to improve its bargaining positions which interferes with, impedes or impairs City operation by the Unit or by its officers, agents or members. The Unit agrees that neither the Unit nor its officers, agents or members will, in any manner whatsoever honor, assist or participate in any picketing activities, sanctions or any other form of interference with City operation by any other non-Unit employees or members of other employee associations or groups.

18.3 Lockout

The City agrees not to engage in any lockout.

18.4 Court Enforcement

Furthermore, the Unit and City agree that the provisions in this Article are enforceable in a court of law, once the grievance procedures have been exhausted.

19. GRIEVANCE

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Grievance Procedures, as set forth in the Personnel Rules and Regulations.

20. DISCIPLINARY ACTION

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Disciplinary Procedures, as set forth in the Personnel Rules and Regulations.

21. COMPLETION OF MEET AND CONFER

The parties acknowledge that, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter covered by this Agreement.

It is recognized that during the term of this agreement, it may be necessary for Management to make changes in matters defined as within the scope of representation (pursuant to Government Code Section 3504), such as hours, working conditions, or rules governing employees. When Management finds it necessary to make such changes, it shall notify the Unit in writing indicating the proposed change before it is implemented. If the Unit requests, the parties shall expeditiously undertake negotiations regarding the effect the change would have on employees. If the Unit does not request negotiations, the change may be implemented. If the Unit does request negotiations, any agreement resulting from such negotiations shall be reduced to writing.

Nothing herein shall limit Management's authority to make changes necessitated by an emergency and such changes will not extend beyond the duration of the emergency. In addition, Management will notify the Unit of such changes as soon as practicable.

22. SEVERABILITY

If any provisions of this MOU are held to be contrary to law by a court of competent jurisdiction, such provisions will not be valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect; however, no provisions in this MOU shall be construed to result in an illegal discriminatory act based on race, creed, sex or national origin.

23. TERM

This Agreement shall be in effect from ~~October 4, 2023~~July 1, 2025 through June 30, ~~2025~~2027. It shall continue in effect thereafter from year to year unless either party gives one hundred twenty (120) days notice prior to the yearly anniversary date, to terminate or modify this Agreement.

24. FINALITY OF RECOMMENDATIONS

Upon ratification by the City Council and the Unit membership, the recommendations set forth above are final. No changes or modifications shall be offered, urged or otherwise presented by said Unit or the City Manager to the City Council for the period of the MOU, except as mutually agreed upon by the Unit and the City Manager

COMMUNITY SERVICES OFFICERS UNIT

Gena Rios

~~Jasmine Freeman~~Juan Navarrete

CITY OF SANTA PAULA

~~Irma Rodriguez-Moisa~~Daniel Singer
Chief Labor Negotiator

Lorena Alvarez
Human Resources Administrador

EXHIBIT "A"

POSITION CLASSIFICATION

Job Class:	**Position Title**
500 CSO	Community Services Officer
	Evidence Technician
	Records Clerk

Proposed 10.1.25 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	26.45	27.78	29.17	30.63	32.17	55,016.00	57,782.40	60,673.60	63,710.40	66,913.60
502	EVIDENCE & PROPERTY TECHNICIAN	27.84	29.24	30.71	32.25	33.87	57,907.20	60,819.20	63,876.80	67,080.00	70,449.60
503	RECORDS TECHNICIAN	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

Proposed 10.1.25 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
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 10.1.25 FY 25/26 Salary Schedule; Effective first full pay period in August 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	23.55	24.73	25.97	27.27	28.64	48,984.00	51,438.40	54,017.60	56,721.60	59,571.20
502	EVIDENCE & PROPERTY TECHNICIAN	25.43	26.71	28.05	29.46	30.94	52,894.40	55,556.80	58,344.00	61,276.80	64,355.20
503	RECORDS TECHNICIAN	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

Proposed 10.1.25 FY 25/26 Salary Schedule; Effective first full pay period in August 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
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: 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: October 1, 2025

Agenda Item: 10.E

RECOMMENDATION:

Staff recommends that the City Council:

1. Conduct second reading and adopt Ordinance No. 1348.

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.

On September 17, 2025, following a duly noticed public hearing, the City Council introduced and waived first reading of 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" with amendments.

Amendments included rewording of former Section 16.74.010, renumbered Section 16.36.010, to better describe vending machines that serve customers from a building's exterior (e.g. water stores), and deletion of "Director" from the definitions in former Section 16.80.020, renumbered Section 16.42.020 due its redundancy.

This ordinance returns this evening for second reading and adoption.

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 consecutively 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.
Other changes requested by staff include:

- Former section 16.58.010 (I), renumbered 16.28.010(I) - Instead of requiring City Council approval of an alcohol sales enforcement agreement, approval will come from the Director or Police Chief.
- Former section 16.74.010, renumbered 16.36.010 - Instead of a Conditional Use Permit, Vending machines will require a permit approved by the Director.
- Former section 16.74.010, renumbered 16.36.010 - Vending machines that serve customers from an exterior wall of a building (e.g. water stores) will require a permit approved by the Director.
- Former section 16.77.030(E), renumbered 16.39.030(E) - Added lighting requirements and standards for electric vehicle charging stations.
- Former section 16.80.309(A), renumbered 16.42.390(A) - Added language to clarify parcel maps do not require City Council approval if no dedication or offer of dedication is required.

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 adopt Ordinance No. 1348.
2. Direct staff as desirable.

ATTACHMENTS:

A - Santa Paula - Ordinance - Dev Code Update 6.pdf

ATTACHMENT A

ORDINANCE NO. 1348

ORDINANCE NO. 1348

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 1st day of October, 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.

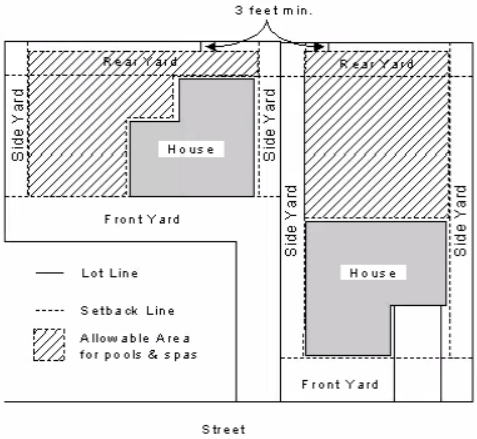


Figure 26-1

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 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.

(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 §1 596.76 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 non-conforming 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 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)

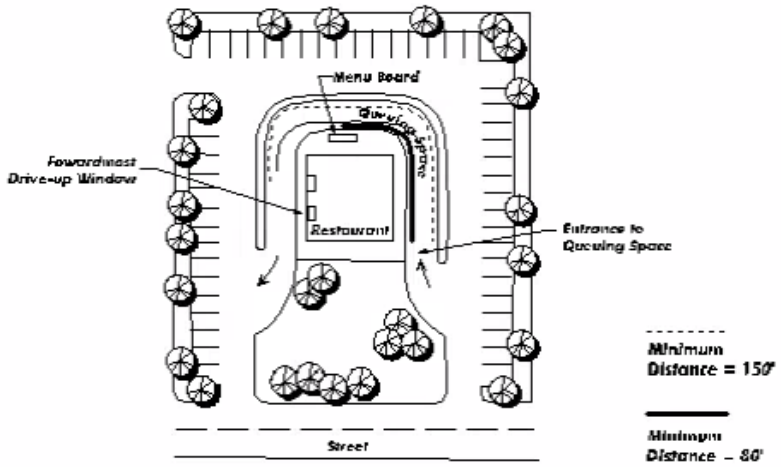


Figure 32-1

Drive-through Facilities

CHAPTER 16.33:NEWSRACKS

Section

16.33.020 Purpose

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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 Conditional 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 Chapter 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 Permit required

16.36.020 Number permitted

16.36.030 Restrictions on location

16.36.040 Other conditions

§ 16.36.010 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 which serves customers from an exterior wall of a building (e.g. water stores) will require a permit approved by the Director.

(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 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.

(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 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
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16.41.040 Personal cultivation
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§ 16.41.010 PURPOSE.

The purpose of this chapter is to expressly prohibit the establishment of commercial cannabis uses in the city except those permitted by state law. The City Council finds that the prohibitions on commercial cannabis activity in this chapter 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 and delivery of medicinal 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.

§ 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***" has the meaning set forth in Business and Professions Code section 26001(f), as may be amended, and includes 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 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. "***CANNABIS***" or "***MARIJUANA***" also does not include medical or medicinal use(s) of the plant to treat specific medical conditions upon the recommendation of a licensed physician, as defined in California law.

(B) "***CANNABIS/MARIJUANA ACCESSORIES***" has the meaning set forth in Business and Professions Code section 26001(g), as may be amended, and includes 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***" has the meaning set forth in Business and Professions Code section 26001(k), as may be amended, and includes 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***" has the meaning set forth in Business and Professions Code section 26001(ba), as may be amended, and includes 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***" has the meaning set forth in Business and Professions Code section 26001(n), as may be amended, and includes cultivation, manufacture, processing, storing, labeling, transporting, distribution, delivery or sale of cannabis or a cannabis product for 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 and mobile marijuana dispensary. 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) ***"DELIVERY-ONLY MEDICINAL CANNABIS RETAILER"*** means a non-storefront business that delivers medicinal cannabis as part of a retail sale to a qualified patient or their primary caregiver and that holds a Type 9 retail license from the California Department of Cannabis Control.

(J) "***DISPENSARY***" means a facility with a storefront 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.

(K) "***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 may be amended from time to time.

(L) "***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.

(M) "***MANUFACTURE CANNABIS***" means to compound, blend, extract, infuse, or otherwise prepare a Cannabis product.

(N) "***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 may be amended.

(O) ***"MEDICINAL CANNABIS"*** or ***"MEDICAL CANNABIS"*** has the meaning set forth in Business and Professions Code section 26001(am), as may be amended, and includes Cannabis or a

Cannabis Product, respectively, intended to be sold or donated for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found in Section 11362.5 of the Health and Safety Code, by a medicinal cannabis patient in California who possesses a Physician's Recommendation, or in compliance with any compassionate use, equity, or other similar program administered by a local jurisdiction.

(P) "***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.

(Q) "***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.

(R) "***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.

(S) ***"PHYSICIAN'S RECOMMENDATION"*** has the meaning set forth in Business and Professions Code section 26001(at), as may be amended, and means a recommendation by a physician and surgeon that a patient use Cannabis provided in accordance with the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code.

(T) ***"PRIMARY CAREGIVER"*** has the meaning set forth in Health and Safety Code sections 11362.7(d) and (e), as may be amended.

(U) "***PRIVATE RESIDENCE***" means a house, an apartment unit, condominium, or other similar dwelling that is lawfully used as a residence.

(V) ***"QUALIFIED PATIENT***" has the meaning set forth in Health and Safety Code § 11362.7(f), as may be amended.

§ 16.41.030 PROHIBITION.

(A) Unless otherwise provided by California law, commercial cannabis activity is expressly prohibited in all zones in the city except that a delivery-only medicinal cannabis retailer may be conditionally permitted in the Industrial (I) Zone in accordance with § 16.79.050. 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 from a mobile marijuana dispensary 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 with the exception of delivery-only medicinal cannabis retailers. Accordingly, the city shall not issue any permit, license, or other entitlement for any activity other than to delivery-only medicinal cannabis retailers 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, 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.

(E) This section does not prohibit Cannabis testing laboratories, which are laboratories and permitted in all zones where laboratories are permitted.

(F) This section does not prohibit the activities of delivery-only, non-storefront medicinal cannabis retailer(s) as required by the Medicinal Cannabis Patients' Right of Access Act and in accordance with § 16.79.050.

(G) This section does not prohibit the retail sale by delivery of medicinal cannabis to qualified patients or their primary caregivers within the city's jurisdiction, as required by the Medicinal Cannabis Patients' Right of Access Act The cannabis retailer fulfilling the delivery must hold the required state license issued by the California Department of Cannabis Control and must obtain a city business license. All delivery vehicles must be maintained in good working order and may not feature any form of advertisement or identifiable marking related to cannabis or cannabis products.

§ 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.

§ 16.41.050 MEDICINAL CANNABIS RETAILER (DELIVERY ONLY)

(A) A Conditional Use Permit issued pursuant to Chapter 16.218 for a delivery-only medicinal cannabis retailer must include, as conditions of approval, the operational standards set forth in this section. In addition, the Conditional Use Permit must incorporate by reference an operations plan approved by the police chief, that implements not only the operations standards set forth in this section, but such additional conditions that the police chief finds reasonably necessary to implement the purpose of this chapter when considering the location and size of the proposed delivery-only medicinal cannabis retailer.

(B) *Operational standards*.

1) All delivery-only medicinal cannabis retailers shall be located in the Industrial (I) zoning district only and operate in a building suitable for such operations.

2) All delivery-only medicinal cannabis retailers shall be in full compliance with the city Building Code, Electrical Code, Mechanical Code, Plumbing Code, Fire Code and any other city, county, state, or federal requirements prior to commencing operations, including obtaining all necessary permits and a city business license, and payment of all required fees.

3) In order to operate, a delivery-only medicinal cannabis retailer must obtain and maintain both licensure from the California Department of Cannabis Control and a city business license.

4) It is unlawful for alcohol or tobacco to be sold.

5) It is unlawful for cannabis or cannabis products to be publicly visible from the exterior of the property.

6) Each delivery-only medicinal cannabis retailer must provide the Community and Economic Development Director, or designee, with the name and telephone number of an on-site employee or owner to whom emergency notice can be provided. The telephone number provided must be capable of accepting recorded voice messages in the event the contact person does not answer.

7) Uniformed security personnel must be employed to monitor all entrances and exits during all hours of operation. Every security guard employed by or provided by the dispensary must be currently licensed by the California Bureau of Security and Investigative Services and in possession of a valid "guard card." The number of such security personnel must be set forth in the operations plan.

8) Odor control devices and techniques must be incorporated to ensure that odors from cannabis and cannabis products are not detectable outside of the building or in any tenant space or area adjacent to the building.

9) All law enforcement personnel seeking admission to the premises for the purpose of ascertaining compliance with the standards and regulations of this Code must be given unrestricted access to all areas of the premises at all times during hours of operation. Consent to such unrestricted access must be acknowledged by the permittee and included within the operations plan.

10) The premises must have a professionally installed, maintained, and monitored alarm system as approved through the operations plan.

11) All food products, food storage facilities, food-related utensils, equipment and materials must be approved, used, managed and handled in accordance with the provisions of the California Retail Food Code (Health and Safety Code Section 113700, et seq.). All food products must be protected from contamination at all times, and all food handlers must be clean, in good health, and free from communicable diseases. The Ventura County Department of Public Health may inspect the dispensary at any time during business hours to ensure compliance with state and local laws.

12) No delivery driver may carry more than two hundred dollars in cash while engaged in the service of delivering cannabis or cannabis products, and shall not wear any clothing, headwear, or accessory featuring any form of advertisement or identifiable marking related to cannabis or cannabis products.

13) Delivery vehicle(s) shall be maintained in good working order and shall not feature any form of advertisement or identifiable marking related to cannabis or cannabis products.

14) Violation of any operational standard or city, county, state, or federal law may result in revocation of the retailer’s Conditional Use Permit.

§ 16.41.060 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.

§ 16.41.070 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.

§ 16.41.080 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.

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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.

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. City Council approval is not required if no dedication or offer of dedication is required.

(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

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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

Zone or Use	*Abatement Schedule*
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.

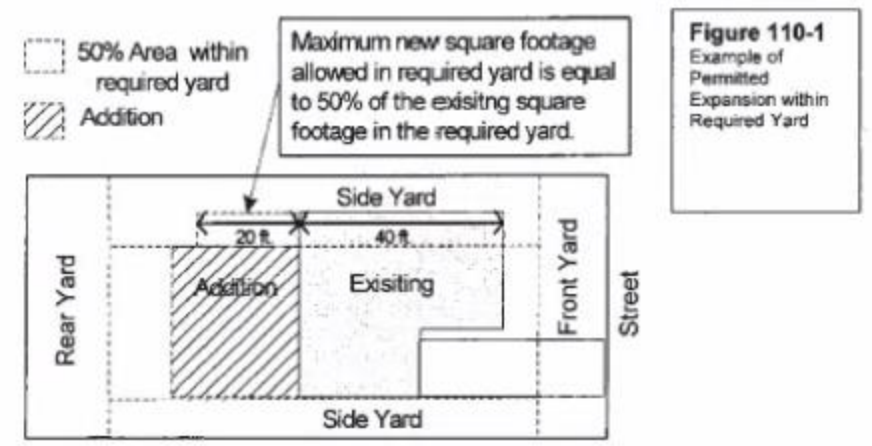
(B) *Maintenance, repair, and alterations*. A nonconforming structure may be regularly maintained and repaired. Alterations without expansion are permitted if they improve the appearance or stability of the structure.

(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.



(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)

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dale Goodman, Public Works Director

Subject: SANTA MARIA INDUSTRIAL PARK TRACT 5428 DEVELOPER REIMBURSEMENT

Date: October 1, 2025

Agenda Item: 10.F

RECOMMENDATION:

Authorize the City Manager or designee to reimburse Santa Maria Industrial Park, LLC $27,627.37 in costs for County of Ventura permitting for Tract 5428 public storm drain improvements.

BACKGROUND:

2007 Tentative Tract Map Proceedings

On March 17, 2005, James Orr of Aspen Investments Company (the "Applicant") filed an application for a tentative tract map to subdivide an existing undeveloped parcel into ten industrial-zoned lots (the "Project").

The Planning Department completed its review and scheduled a public hearing regarding the application before the Planning Commission for February 27, 2007. At the request of the Planning Commission, the Applicant agreed to continue the item to April 10, 2007.

On February 27, 2007 and April 10, 2007, the Commission held a public hearing to receive public testimony and other evidence regarding the application including, without limitation, information provided to the Commission by the Applicant. Following the public hearing, the Planning Commission voted to: 1) Approve and certify the Mitigated Negative Declaration ("MND") proposed for the project; 2) Approve the Mitigation Monitoring and Reporting Program ("MMRP"); and 3) Recommend to the City Council approval of the Project for reasons stated in Planning Commission Resolution No. 3588.

On May 7, 2007 the City Council adopted Resolution No. 6394 Adopting a Mitigated Negative Declaration with Mitigation Monitoring Program and Approving Tentative Tract Map No. 5428.

Amended Project - Santa Maria Industrial Park

Council Resolution No. 6394 required the Applicant to apply to modify Tentative Tract Map No. 5428 from ten to nine lots. Accordingly, on July 10, 2012, Ron Gallagher of CATS Development filed an application for a Modification to approved Tentative Map No. 5428, a

Conditional Use Permit to construct an industrial subdivision, a Planned Development Permit, and Design Review on a vacant parcel located in the Industrial (I) Zone, Industrial Park Overlay (IP), Airport Safety Zone Overlay-Outer Safety Subzone (KS-OS), and Planned Development Overlay zoning district ("Amended Project").

On May 28, 2013, the Planning Commission held a public hearing to receive public testimony and other evidence regarding the Amended Project including, without limitation, information provided to the Commission by the Applicant's representative. The Planning Commission approved the modification with Resolution 3714 on the same date.

On December 1, 2016, the Final Map No. 5428, as modified, (hereafter, "Tract 5428") was recorded as 164 MR 62-64 in the office of the Ventura County Recorder with the owner listed as Santa Maria Industrial Park, LLC, a California Limited Liability Company ("Developer") owned by The Charles and Patricia Rasmussen Irrevocable Trust. The recorded map included an offer by the owner and an acceptance by City Council of an easement for the storm drain lines.

On April 16, 2018, the Assistant Public Works Director/City Engineer John Ilasin directed the Developer's engineer in writing to obtain necessary approvals, including a Watercourse Permit, from the County of Ventura Watershed Protection District to extend the Tract 5428 public storm drain improvements to the Santa Clara River, noting the City's responsibility for permit fees.

On June 4, 2018, the grading and improvement plans were approved for construction and included approximately 791 LF of 54" storm drain piping, a junction structure, and a new 24" low-flow by-pass storm drain piping to be dedicated the City as a public improvement per Condition #2 of Resolution 6394.

The storm drain improvements, which extend an existing City storm drain through Tract 5428 to the Santa Clara River **(Attachment A)**, were completed to the satisfaction of the Public Works Director and were formally accepted by the City at the September 18, 2024 City Council Meeting with the adoption of Resolution No. 7541.

The storm drain improvements for Tract 5428 are fully operational. The Developer's improvements provided for the extension of an existing City storm drain to facilitate the construction of their subdivision. In conjunction with the public storm drain improvements, water quality mitigation and trash interception facilities were constructed, which benefit the City relative to its required compliance with State water quality permit provisions.

ANALYSIS:

Following the City's acceptance of the Tract 5428 storm drain improvements, the Developer requested reimbursement for costs associated with the County of Ventura issued Watercourse Permit 2020-088 (reference County Project 8C903, Santa Clara River Zone 2) in 2021 per their letter dated December 30, 2024 **(Attachment B).** Permit costs included efforts associated with permit processing, engineering, project management and construction period inspection by County staff.

The City participates in the Countywide NPDES program with related Waste Discharge Requirements for storm water (wet weather) and non-storm water (dry weather) discharges related to their role as a Municipal Separate Storm Sewer System (MS4) discharger under the

current permit. The permit places expectations upon the City to mitigate pollutants of concern from their stormwater prior to discharge to the Santa Clara River. In conjunction with the development of Tract 5428, the Developer constructed storm water improvements, including stormwater quality mitigation devices, at their own cost which support the City's obligations under the current NPDES permit. The reimbursement of County permitting costs directly related to necessary connections to the Santa Clara River represent a fair and reasonable compensation for a larger and more costly effort that would otherwise be entirely the responsibility of the City.

STRATEGIC PLAN:

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

Infrastructure, Transportation & Mobility

Goal: Accelerate the City's funding and investments to improve infrastructure.

FISCAL IMPACTS:

Funding for the project's construction is provided in the FY 2025-2027 capital improvement budget, utilizing the proposed FY 2025-2026 Stormwater budget. The budgetary summary is presented in Table 1 below.

Table 1: Costs - Storm Drain Permitting

2025-2027 CIP Program	Account	Cost
Stormwater	206-5-5027-209	$27,627.37
	Total	$27,627.37

OPTIONS:

In addition to the recommended action, the Council has the following available alternative option:

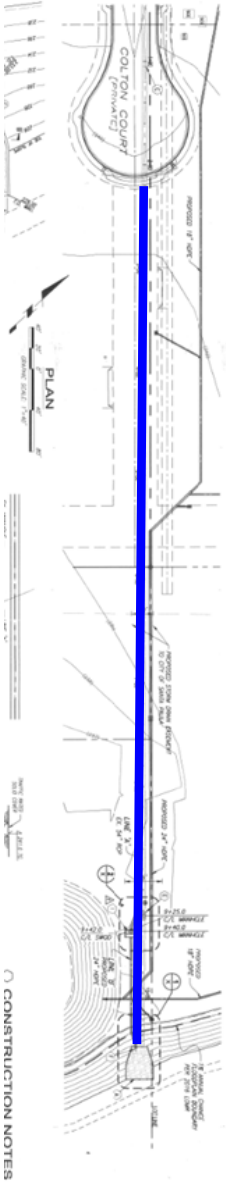
1. Decline to approve reimbursement Santa Maria Industrial Park, LLC for Tract 5428 public storm drain improvements, County of Ventura permitting costs.

ATTACHMENTS:

Attachment_A_-_Storm_Drain_Map.pdf
Attachment B_Reimbursement Request.pdf

Attachment A





Attachment B

Santa Maria Industrial Park
28548 Livingston Avenue
Santa Clarita, Ca. 91355
661-367-9040
661-367-9099 fax

December 30, 2024

Robert Woodward
City Engineer
City of Santa Paula
866 E. Main St
Santa Paula, CA 93061-0569

Re: Storm Drain Fee Reimbursement
Attention: Robert Woodward

As discussed on December 19, 2024, I am submitting our invoice of $27,627.37, for payment to obtain the City of Santa Paula Water Course Permit from the Ventura County Watershed Protection District. The direction to obtain the permit for future fee reimbursement was authorized by John Ilasin (attached).

Attached is a recap of the fees from the County of Ventura and a copy of the check to pay the fees. Please make payment to Santa Maria Industrial Park.

If you have any further questions, please feel free to contact me directly.

Thanks

Adam Rasmussen

"Citrus Capital of the World"

City of Santa Paula

970 Ventura Street • Santa Paula, California • Mailing Address: P.O. Box 569 • 93061 • Phone: (805) 525-4478 • Fax: (805) 525-6278

April 16, 2018

Mr. John Kular, P.E.
President
John Kular Consulting
1982 Seasons Street
Simi Valley, California 93065

RE: Tract No. 5428 Santa Maria Industrial Park, Storm Drain Extension into Santa Clara River

Dear Mr. Kular:

The City of Santa Paula Public Works Department (Department) received your letter dated April 13, 2018, regarding the proposed storm drain extension into Santa Clara River for the Santa Maria Industrial Park. Due to understaffing in the Department, the Department is unable to process the watercourse encroachment permit application to the Ventura County Watershed Protection District. The Department requests for your client, Santa Maria Street Industrial Park LLC, to process the watercourse encroachment permit application on behalf of the Department.

Therefore, the Department authorizes your client or its agents to process the watercourse encroachment permit application on behalf of the Department. The City of Santa Paula still remains responsible for the permit fees, insurance, bonding, operations, and maintenance of the proposed storm drain extension.

If you have any questions regarding this matter, please contact me at (805) 933-4212 extension 307 or jilasin@spcity.org.

Sincerely,

John L. Ilasin, P.E.
Assistant Public Works Director/City Engineer

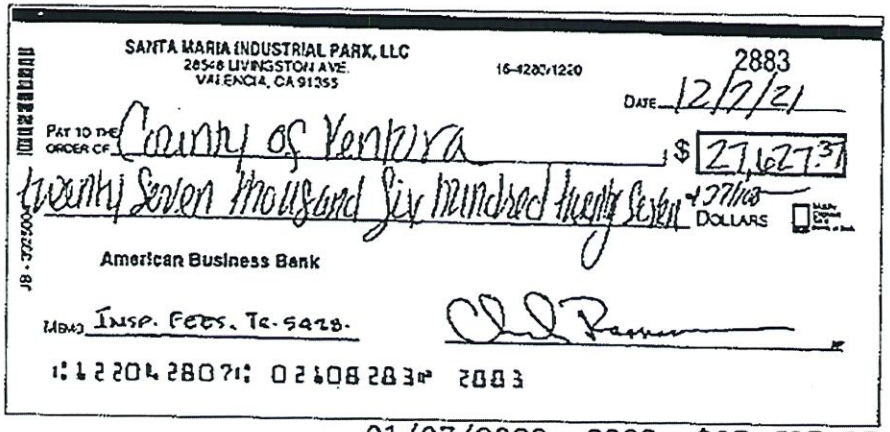
cc: Janna Minsk, Community Development Director
James Mason, Deputy Planning Director
Michael Leach, Building Official
Butch Britt, Acting Public Works Director
Caesar Hernandez, Management Analyst
Randy Toedter, R.W. Toedter LLC

* City must pay Engr. Cost, No Fee Credits

Santa Clara River, Zone 2 - Permit 2020-088 Project 8C903
Santa Maria Industrial Park, Santa Paula
Improvements for an Outlet into the Santa Clara River

SERVICE ESTIMATE *					
		Hours	Rate	Estimate	Subtotals
Permit Administration	Deputy Director	2.0	239.85	479.70	
Project Manager	Engineer-Manager 2	5.0	202.41	1,012.05	
Project Management - Engineering and Admin, Permit Closing Costs	Engineer 3	17.0	135.14	2,297.38	
Permit Processing, Closing Costs	Support Specialist	2.0	90.97	181.94	
Construction Inspection Costs	Senior Public Works Inspector	25.0	131.50	3,287.50	
	Public Works Inspector 3	180.0	113.16	20,368.80	
				Subtotal	27,627.37
					27,627.37
Final cost determined by actual effort required					
			Balance Due		***$27,627.37***
NOTE: This is an estimate based on general information provided to date; additional charges may be required based on applicant's requests and/or additional inspection needs.					

Ok Rm. G.
12/3/21



SANTA MARIA INDUSTRIAL PARK, LLC
28548 LIVINGSTON AVE.
VALENCIA, CA 91355

16-4280/1220

2883

DATE 12/7/21

PAY TO THE ORDER OF County of Ventura $ 27,627.37

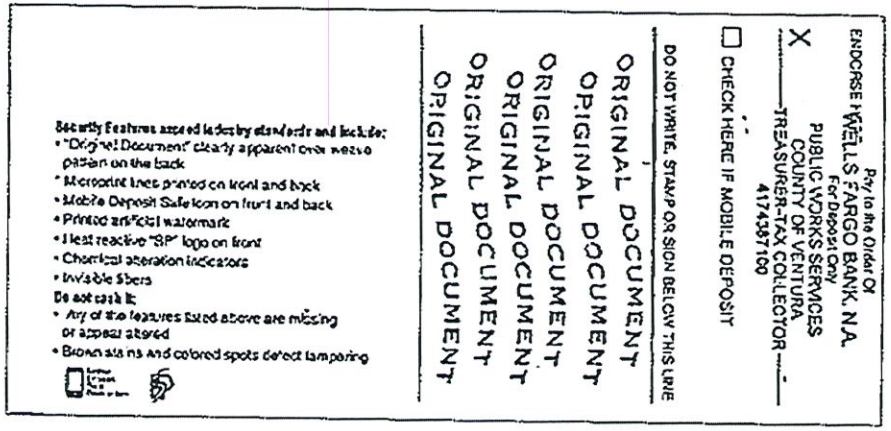
Twenty Seven Thousand Six Hundred Twenty Seven and 37/100 DOLLARS

American Business Bank

MEMO Insp. Fees. Tr-5428.

⑆122042807⑆ 02108283⑈ 2883

01/07/2022 2883 $27,627.37



Pay to the Order Of
WELLS FARGO BANK, N.A.
For Deposit Only
PUBLIC WORKS SERVICES
COUNTY OF VENTURA
TREASURER-TAX COLLECTOR
4174387160

X _____

☐ CHECK HERE IF MOBILE DEPOSIT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

ORIGINAL DOCUMENT
ORIGINAL DOCUMENT
ORIGINAL DOCUMENT
ORIGINAL DOCUMENT
ORIGINAL DOCUMENT

Security Features appear as listed by standards and include:
- "Original Document" clearly apparent over entire pattern on the back
- Microprint lines printed on front and back
- Mobile Deposit Safe icon on front and back
- Printed artificial watermark
- Heat reactive "SP" logo on front
- Chemical alteration indicators
- Invisible fibers

Do not cash if:
- Any of the features listed above are missing or appear altered
- Brown stains and colored spots detect tampering

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dale Goodman, Public Works Director

Subject: SR 150 CROSSWALK IMPROVMENTS PROJECT BID RESULTS

Date: October 1, 2025

Agenda Item: 10.G

RECOMMENDATION:

Staff recommends that the City Council:

Reject all bids submitted for construction of the SR 150 Crosswalk Improvements Project.

BACKGROUND:

The Crosswalk Safety Improvement Program (CSIP) is an on-going capital improvement program to maintain or replace crosswalk warning lights, striping and curb ramps in accordance with disabled access regulations and current traffic safety practice. Staff identified seven intersections where the in-ground, crosswalk warning lights are no longer functioning and require replacement. Four locations on Main Street have been completed. The three remaining locations on State Route (SR) 150 at Oakdale, Virginia Terrace and Ventura are currently proposed for construction

ANALYSIS:

The City advertised the Project for bid in August, 2025. Bids were opened on September 4, 2025 and two contractors submitted bids: Toro Enterprises and Lee Construction. Bids ranged from $1,348,910 to $1,857,000. After reviewing the bids, staff noted that the lowest apparent bid submitted by Toro Enterprises was at significant variance with both the engineer's estimate as well as the budgetary allocation contemplated by the project's presentation and approval at the May 21, 2025 City Council meeting. Given these considerations, staff recommend rejecting the submitted bids.

Staff will review both the current scope of work as well as opportunities for sequencing activities or adjustment of specific project components that may have been contributors to the significant variance observed in the bids from the engineer's estimates and budgetary expectations. Staff remains committed to the completion of the SR 150 Crosswalk Improvements Project, with the safety improvements contemplated in the current designs.

STRATEGIC PLAN:

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

Infrastructure, Transportation & Mobility

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

FISCAL IMPACTS:

The rejection of bids has no related fiscal impact. Any prospective re-bid effort and related contract approval would be presented to Council at a subsequent meeting with associated fiscal impacts addressed.

OPTIONS:

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

1. Do not approve rejection of all bids submitted for construction of the SR 150 Crosswalk Improvements Project.
2. Request staff to address the fiscal impacts associated with the variance in budget versus lowest apparent bid and return to Council at a subsequent meeting.

ATTACHMENTS:

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dale Goodman, Public Works Director

Subject: AMENDMENT NO. 5 TO VRSD CONTRACT NO. 19-005 REGARDING EMERGENCY MILL ST. SEWER MAIN REPLACEMENT

Date: October 1, 2025

Agenda Item: 10.H

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute Amendment No. 5 to VRSD Contract No. 19-005, Wastewater Collection System and Stormwater Sewer System Maintenance Agreement By and Between the City of Santa Paula and Ventura Regional Sanitation District (VRSD).
2. Approve a budget allocation request in the amount of $131,792 to Account No. 610-5-5063-209 from the Wastewater Enterprise Fund balance to fully fund the emergency sewer main replacement and associated road repairs.

BACKGROUND:

In early June of 2025, City roads staff observed a small surface depression on Mill Street, approximately 200 feet north of Harvard Boulevard in the southbound lane. The depression measured approximately three feet in diameter and three inches in depth. Initial maintenance was performed by the Roads Division to fill and monitor the depression.

On July 8, 2025, crews returned to the site to address additional settlement and reported the issue to Public Works management. Upon inspection, staff determined that the depression appeared to be worsening, prompting immediate evaluation of the underlying infrastructure.

The City requested that VRSD inspect the sewer main beneath Mill Street, between Main Street and Harvard Boulevard. On July 9, VRSD completed a TV inspection and issued a report indicating that the sewer line had experienced severe structural degradation and required full replacement on an emergency basis.

ANALYSIS:

Camera footage and VRSD's assessment reveal that the vitrified clay pipe (VCP) sewer main is compromised, and the supporting bedding material is eroding. This condition presents two major concerns:

Public Health and Environmental Risk: A significant amount of untreated sewage is seeping into the surrounding subgrade, posing a serious risk of groundwater contamination. Continued loss of pipe support increases the likelihood of pipe collapse, which would interrupt sanitary sewer service for the citizens of a substantial area.

Public Safety Risk: As the bedding material around the pipe continues to erode, the sinkhole will grow, and increase the potential for collapse. This puts anyone driving on the road physically at risk.

To address the immediate threat, staff requested emergency quotes from the City's on-call contractors. The City Manager issued an emergency memorandum so that work could proceed. VRSD submitted a proposal for $161,178 to complete the road repair and sewer main replacement work under their existing on-call maintenance contract no. 19-005 and emergency work began on Monday September 8 and should be completed by September 12. Staff recommends City Council approve Amendment No. 5 to VRSD Contract No. 19-005 (Exhibit A).

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:

In order to fund the Mill St. Repair cost of $161,178, staff will utilize an existing budget savings of $29,386 stemming from lower than expected CPI percentage, as well as request for City Council to approve an additional budget allocation of $131,792 to cover the remaining needed amount, as shown below.

Table 1: Previous Budget Allocation Request

Account Number	Previous Budget Allocation for FY 25/26	Actual Budget with Annual CPI Adjustment	Budget Available to Date
610-5-5063-209	$813,923	$786,537	$29,386

Budget Allocation Request

Account Number	Budget Available	Request Additional Increase (Amendment No. 5)	Total New Increase Amount
610-5-5063-209	$29,386	$131,792	$161,178

OPTIONS:

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

1. Do not authorize the City Manager to execute Amendment No. 5 and direct staff to renegotiate one or more terms in the Amendments with VRSD. This action would significantly delay critical infrastructure repair.
2. Do not authorize the City Manager to execute Amendment No. 5 and direct staff to seek other bids for the project. This action would significantly delay critical infrastructure repair.

ATTACHMENTS:

EXHIBIT A - Santa Paula Amendment No. 5 to VRSD Contract No. 19-005
EXHIBIT B - VRSD Original Contract No. 19-005 and Amendment Nos. 1 through 4

EXHIBIT A

Santa Paula Amendment No. 5 too VRSD Contract No. 19-005

AMENDMENT NO. 5 TO VRSD CONTRACT NO. 19-005

WASTEWATER COLLECTION SYSTEM AND STORMWATER SEWER SYSTEM MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT

This AMENDMENT NO. 5 ("AMENDMENT NO. 5") to that certain WASTEWATER COLLECTION SYSTEM AND STORMWATER SEWER SYSTEM MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT, dated March 20, 2019 ("ORIGINAL AGREEMENT") is made and entered into this ____ day of _____2025, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 *et. seq*., ("DISTRICT") and the CITY OF SANTA PAULA, a California general law city and municipal corporation ("CITY") (each a "Party"; and together, the "Parties".

RECITALS

A. On March 20, 2019, DISTRICT and CITY entered into the ORIGINAL AGREEMENT, wherein DISTRICT agreed to service and maintain the CITY's wastewater collection system and separate stormwater sewer system.

B. On November 19, 2020, CITY and DISTRICT entered into AMENDMENT NO. 1 to the ORIGINAL AGREEMENT. AMENDMENT NO. 1 extended the end date of the ORIGINAL AGREEMENT to June 30, 2023 to align with the fiscal year ("FY") and made corresponding amendments to the Base Annual Fee schedule, attached as Exhibit A-2 to the ORIGINAL AGREEMENT, including an increase to the total four-year contract amount from $1,416,201 to $1,542,201, an $81,000 increase.

C. On May 18, 2022, CITY and DISTRICT entered into AMENDMENT NO. 2 to the ORIGINAL AGREEMENT. AMENDMENT NO. 2 extended the end date of the ORIGINAL AGREEMENT to June 30, 2027, increased the contract amount for FY 2022-2023 (i.e. Contract Year 4) to $575,821, specified in greater detail the costs of services and equipment (including the addition of an exhibit with DISTRICT hourly rates), added an automatic annual Consumer Price Index (CPI) adjustment, required rebates to customers under certain conditions, and revised the grounds and conditions for termination.

D. On June 29, 2023, CITY and DISTRICT entered into AMENDMENT NO. 3 to the ORIGINAL AGREEMENT. AMENDMENT NO. 3 increased the contract amount for FY 2022-2023 (i.e. Contract Year 4) to $767,021 and for FY 2023-2024 (i.e. Contract Year 5) to $740,066. Rates can be adjusted annually for inflation, in accordance with the U.S. Bureau of Labor Statistics' Consumer Price

Index (CPI) from a minimum of 0% to a maximum of 5%.

E. On August 23, 2023, CITY and DISTRICT entered into AMENDMENT NO. 4 to the ORIGINAL AGREEMENT. AMENDMENT NO. 4 increased DISTRICT compensation for FY 2023-2024 (i.e. Contract Year 5) to fund road repair and storm drain replacement work resulting from severe winter storms.

F. As used hereafter, the term "AGREEMENT" shall mean the ORIGINAL AGREEMENT, as amended by AMENDMENT NO. 1, AMENDMENT NO. 2, AMENDMENT NO. 3., and AMENDMENT NO. 4.

G. DISTRICT and CITY now desire to enter into this AMENDMENT NO. 5 to increase DISTRICT compensation for FY 2025-2026 (i.e. Contract Year 7) to fund emergency road repair and sewer main replacement work under Mill Street. Unless otherwise specifically defined herein, all capitalized terms will have the same meaning ascribed in the ORIGINAL AGREEMENT.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter contained, and intending to be legally bound hereby, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

SECTION 1. The foregoing Recitals are true and correct and are made a part of this Fifth Amendment as if fully set forth herein.

SECTION 2. In addition to the work listed in the SCOPE OF SERVICES in Section 3 and Exhibit B of the Agreement, District will perform road repair and storm drain replacement work on a portion of Mill Street as shown in the vicinity map attached as Exhibit A to this Amendment No. 5 (the "Mill Street Work"). Whenever the term "Services" is used in the Agreement, it shall include the Mill Street Work.

SECTION 3. City will increase District's compensation for FY 2025-2026 (Contract Year 7) to an amount not to exceed $947,715, an increase of $161,178. This amount is inclusive of a not to cumulatively exceed general contingency of $11,500.00 in contract change orders that must be approved by the City Manager or his designee.

SECTION 4. The contract year compensation schedule in Exhibit A-2 ("Base Annual Fee") to the Agreement is hereby amended to read as follows:

"The Annual Fee in the first Contract Year, defined as April 1, 2019 to June 30, 2020, is an amount equal to and not to exceed $444,925. The Annual Fee not-to-exceed amount for each subsequent Contract Year during the Term is:

Contract Year	**Contract Date**	**Amount**
Contract Year 2	July 1, 2020 to June 30, 2021	$363,420
Contract Year 3	July 1, 2021 to June 30, 2022	$370,689

Contract Year 4	July 1, 2022 to June 30, 2023	$767,021
Contract Year 5	July 1, 2023 to June 30, 2024	$932,810
Contract Year 6	July 1, 2024 to June 30, 2025	$777,069
Contract Year 7	July 1, 2025 to June 30, 2026	$947,715
Contract Year 8	July 1, 2026 to June 30, 2027	$856,719
TOTAL EIGHT-YEAR EXPENSE		$5,015,443

District operates as a time and materials district so the City is only billed when the Staff is onsite and working. District does not have a flat monthly fee. Should District complete a project faster than estimated, the cost will be less than the proposal. Should the project take longer to complete, District will inform the City and seek approval for the cost overrun."

SECTION 5. Except as provided in this Amendment No. 5, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between this Amendment No. 5 and the Agreement, the provisions of this Amendment No. 5 shall control.

SECTION 6. This Amendment No. 5 may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same agreement.

SECTION 7. The Parties agree that this Amendment No. 5 may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

SECTION 8. The person or persons executing this Amendment No. 5 on behalf of the respective Parties warrant and represent that they have the authority to execute this Amendment No. 5 and the authority to bind the Parties, as applicable, to the performance of their respective obligations hereunder.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE
TO
AMENDMENT NO. 5 TO VRSD CONTRACT NO. 19-005

WASTEWATER COLLECTION SYSTEM AND STORMWATER SEWER SYSTEM MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written ("Effective Date").

CITY OF SANTA PAULA

_____
Dan Singer,
City Manager

ATTEST:

_____
Julie Latshaw,
City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo,
City Attorney

VENTURA REGIONAL SANITATION DISTRICT

_____
Kevin Kildee,
Chairman of the Board

ATTEST

_____
Juliet Rodriguez,
Clerk of the Board

EXHIBIT B

VRSD Original Contract No. 19-005 and Amendment Nos. 1 through 4

(Click on the underlined hyperlink to view the linked information)

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Christy Ramirez, Finance Director

Subject: TRANSPORTATION DEVELOPMENT ACT, LOCAL TRANSPORTATION FUND, APPORTIONMENT FOR FISCAL YEAR 2025/2026

Date: October 1, 2025

Agenda Item: 10.I

RECOMMENDATION:

Staff recommends that the City Council:

Adopt Resolution No. 7592 authorizing the submittal of claims for allocation of FY 25/26 Transportation Development Act (TDA) funds.

BACKGROUND:

Each year the City must file a claim with Ventura County Transportation Commission for our share of Transportation Development Act (TDA) local transportation funds. This year the City's apportionment is $1,476,790. The attached resolution authorizes the City Manager or designee to file the necessary claims for these funds and also allocate the funds into two categories. Of the $1,523,370, $986,239 is allocated to pay Valley Express Transit for the public transportation system, including the Dial-A-Ride system, from TDA Article 8(c) revenue; and the balance of TDA funds ($490,551) is TDA Article 8(a) revenue to the City and is used for local streets and roads. The 2025/26 Budget had estimated TDA article 8(a) revenue in the amount of $542,896 compared to the $490,551 allocated. Staff will return on November 5th with necessary budget adjustments to address this shortfall, however it is anticipated that there is sufficient funding in prior year allocations to continue with all planned street work.

ANALYSIS:

The Heritage Valley Transit cost for fiscal year 2024/25 is $986,239. This amount is transferred directly from the County to the Ventura County Transportation Commission, as the operators of Valley Express. This is noted on the claim submissions Form A, line 19-22. No additional changes are needed at this time.

The two-year budget adopted in June utilized estimated figures for both revenues and expenses related to the Local Transportation Funds, based on the initial draft budget from the County. As noted, staff will return to Council with a budget amendment to address the decreased revenues as well as allocate prior year carryover amounts.

STRATEGIC PLAN:

While this item is not a direct goal or objective in City Council's two-year strategic plan, the submission of this claim is necessary to maintain funding from the Transportation Development Act Local Transportation Fund.

FISCAL IMPACTS:

No fiscal impacts are related to the passage of this resolution. Staff will return at a later time to request a budget allocation recognizing decreased revenue and necessary expense allocations.

OPTIONS:

As alternatives to staff's recommendation, the City Council may
1. Reject the recommendation; and/or
2. Provide additional direction to staff.

ATTACHMENTS:

Resolution TDA 25-26.docx
TDA Claim Forms FY 25-26.pdf

RESOLUTION NO. 7592

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA, CALIFORNIA, AUTHORIZING THE FILING OF A CLAIM WITH THE VENTURA COUNTY TRANSPORTATION COMMISSION FOR ALLOCATION OF TRANSPORTATION DEVELOPMENT ACT FUNDS FOR FISCAL YEAR 2025/26

SECTION 1: The City Council for the City of Santa Paula does resolve as follows:

A. The Transportation Development Act (TDA), as amended (Public Utilities Code Section 99200 et seq.), provides for the allocation of funds from the Local Transportation Fund (LTF) and the State Transit Assistance Fund for use by eligible claimants for various transportation and transit purposes as allowed by TDA; and,

B. Pursuant to the provisions of the TDA, as amended, and pursuant to the applicable rules and regulations hereunder (California Code of Regulations Sections 6600 et seq.), a prospective claimant wishing to receive an allocation from the Local Transportation Fund and the State Transit Assistance fund shall file its claim with the Ventura County Transportation Commission.

SECTION 2: The City Manager, or designee, is authorized to execute and file an appropriate claim pursuant to the applicable rules and regulations promulgated hereunder, together with all necessary supporting documents, with VCTC for an allocation of TDA funds in FY 2023/24.

SECTION 3: The authorized claim for Article 8(a) for local street and road purposes (PUC 99400(a)) is in the amount of $490,551.

.

SECTION 4: The authorized claim for Article 8(c) for local street and road purposes (PUC 99400(c)) is in the amount of $986,239.

SECTION 5: That a copy of this resolution be transmitted to the Ventura County Transportation Commission in conjunction with the filing of the claim.

SECTION 6: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED, AND ADOPTED, this 1st day of October, 2025.

_____
Pedro Chavez, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

Approved as to form:

_____
Monica Castillo, City Attorney

Approved as to content:

_____
Dan Singer, City Manager

Transportation Development Act
Form A - Claim Form

Line		
1	Fiscal Year	2025/2026
2	Claimant	City of Santa Paula
3	Address	970 E Main St.
		Santa Paula, CA 93060
4	Name of Contact Person	Christy Ramirez
5	Title of Contact Person	Finance Director
6	Telephone Number of Contact Person	805-933-4204
7	Email Address of Contact Person	cramirez@spcity.org

The above named claimant hereby applies for allocations of Transportation Development Act funds for the above fiscal year for the purposes and amounts specified below:

	Purpose	Claimed
	Local Transportation Fund	
8	Article 3, Pedestrian and Bicycles (PUC § 99234)	$ -
9	Article 4, Transit	$ -
10	Article 4.5, Community Transit (PUC §99233.7 & § 99275)	$ -
11	Article 8(a), Streets & Roads/Pedestrians & Bicycles (PUC § 99400(a))	$ 490,551.00
12	Article 8(b), Passenger Rail (PUC § 99400(b))	$ -
13	Article 8(c), Transit (PUC § 99400(c))	$ 986,239.00
14	Article 8(d), Transit Admin. and Planning (PUC § 99400(d))	$ -
15	Article 8(e), Transit Capital (PUC § 99400(e))	$ -
16	Article 8(f), Commuter Vanpool (PUC § 99400(f))	$ -
17	Article 8, Other	$ -
18	Total LTF Claimed	**$ 1,476,790.00**
19	Less funds released to	City of ABC
20	for Article	8c
21	for purpose of	Transit
22	in the amount of	$ 986,239.00
23	Amount of LTF to be sent to Claimant *(Line 17 minus Line 21)*	**$ 490,551.00**

	Purpose	Claimed
	State Transit Assistance	
24	STA Transportation and Rail	$ -
25	SGR State of Good Repair	$ -
26	Total STA & SGR Claimed	**$ -**

Claimant acknowledges that payment by the County Auditor-Controller of an allocation made by the Ventura County Transportation Commission (VCTC) is subject to such monies being on hand and available for distribution and to the provision that such monies are used only in accordance with the terms of the allocation instruction issued by the VCTC. Claimant also certifies that the information on the claim forms are true and accurate to the best of their knowledge and that the claimant is eligible for the funds claimed and will use them for eligible expenditures per the TDA regulations. If the STA and SGR funds claimed are based on the estimates provided by the State of California, the funds paid to the local agency will be the actual amount received and may vary from the amounts claimed.

The following individual is hereby authorized to execute for and on behalf of the named entity, and to take any action necessary for the purpose of obtaining Local Transportation Funds and/or State Transit Assistant funds.

27	Authorizing Signature	Christy Ramirez
28	Name of Authorizing Agent	**Christy Ramirez**
29	Title of Authorizing Agent	**Finance Director**
30	Date	**9/25/2025**

(Updated 07/07/20)

Transportation Development Act
Form B1 - Financial Reporting Form LTF Article 3

Line			
1	Fiscal Year	2025/2026	
2	Claimant	City of Santa Paula	
		Operating Budget Comparison	
		Prior FY	Claim FY
3	Fiscal Year	2024/2025	2025/2026
4	Beginning LTF Article 3 Fund Balance (use audited amount if available)		$ -
	Estimated Revenues :		
5	Federal grants (provide detail in notes)		
6	LTF Article 3, Pedestrians and Bicycle		
7	LTF Unearned/Deferred Revenues	$ -	
8	State grants (provide detail in notes)		
9	Local (specify)_____		
10	Other (specify)_____		
11	Interest		
12	**Total Estimated Revenues and Fund Balances**	$ -	$ -
	Estimated Expenses:		
13	Construction		
14	Maintenance		
15	Planning		
16	Other (provide detail in notes)		
17	**Total Estimated Expenses**	$ -	$ -
18	**Surplus/Deficit End of Year**	$ -	$ -
19	**Notes and Explanations: (as applicable)**		

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(Updated 07/07/20)

Transportation Development Act
Form B2.1 - Financial Reporting Form LTF Article 4

Line							
1	Fiscal Year	2025/2026					
2	Claimant	City of Santa Paula					
		Operating Budget Comparison			Capital Budget Comparison		
		Prior FY	Claim FY		Prior FY	Claim FY	
3	Fiscal Year	2024/2025	2025/2026		2024/2025	2025/2026	
4	Beginning LTF Fund Balance (use audited amount if available)		$ -		$ -	$ -	
	Estimated Revenues :						
5	Federal grants (provide detail in notes)						
	Local Transportation Funds by Article						
6	LTF Article 4, Transit (PUC § 99260(a))						
7	LTF Article 4, Planning (PUC § 99292)						
8	LTF Article 4, Elderly and Disabled (PUC § 99260.7)						
9	LTF Article 4, Railroad Corporation (PUC § 99260.5(a))						
10	LTF Article 4, Other (specify article/PUC §)_____						
11	LTF Unearned/Deferred Revenues (specify article) _____						
12	Fare Revenue Funds						
13	Local (specify in notes)						
14	Other (specify in notes)						
15	Interest						
16	**Total Estimated Revenues and Fund Balances**	$ -	$ -		$ -	$ -	
	Estimated Expenses:						
17	Eligible Operating Costs						
18	Transit Operating assigned to other (specify agency in notes)						
19	Transit Capital TDA (specify projects in notes)						
20	Transit Capital assigned to other (specify agency in notes)						
21	Other (provide detail & cite code section in notes)						
22	**Total Estimated Expenses**	$ -	$ -		$ -	$ -	
23	**Surplus/Deficit End of Year**	$ -	$ -		$ -	$ -	

If the operating budget has increased in excess of 15% above the preceeding year, or there is a substantial increase or decrease in the scope of operations or capital budget provision, please provide a statement identifying and substantiating the reason or need for the change (CCR 6632).
If not needed, please initial CA **Otherwise, please provide statement below.**

24 Notes and Explanations: (as applicable)

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(Updated 07/07/20)

Transportation Development Act
Form B2.2 - Financial Reporting Form LTF Article 4.5

Line			Operating Budget Comparison		Capital Budget Comparison	
			Prior FY	Claim FY	Prior FY	Claim FY
1	Fiscal Year		2024/2025	2025/2026	2024/2025	2025/2026
2	Claimant	ity of Santa Paula				
3	Fiscal Year					
4	Beginning LTF Fund Balance (use audited amount if available)			$ -	$ -	$ -
	Estimated Revenues :					
5	Federal grants (provide detail in notes)					
	Local Transportation Funds by Article					
6	LTF Article 4.5, Community Transit (PUC §99233.7 & 99275)					
7	LTF Unearned/Deferred Revenues (specify article) _____					
8	Fare Revenue Funds					
9	Local (specify in notes)					
10	Other (specify in notes)					
11	Interest					
12	**Total Estimated Revenues and Fund Balances**		$ -	$ -	$ -	$ -
	Estimated Expenses:					
13	Eligible Operating Costs					
14	Transit Operating assigned to other (specify agency in notes)					
15	Transit Capital TDA (specify projects in notes)					
16	Transit Capital assigned to other (specify agency in notes)					
17	Other (provide detail & cite code section in notes)					
18	**Total Estimated Expenses**		$ -	$ -	$ -	$ -
19	**Surplus/Deficit End of Year**		$ -	$ -	$ -	$ -

If the operating budget has increased in excess of 15% above the preceeding year, or there is a substantial increase or decrease in the scope of operations or capital budget provision, please provide a statement identifying and substantiating the reason or need for the change (CCR 6632).
If not needed, please initial CA **Otherwise, please provide statement below.**

20 **Notes and Explanations: (as applicable)**

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(Updated 07/07/20)

Transportation Development Act
Form B3.1 - Financial Reporting Form LTF Article 8a

Line			
1	Fiscal Year	2025/2026	
2	Claimant	City of Santa Paula	

		Budget Comparison	
		Prior FY	Claim FY
3	Fiscal Year	2024/2025	2025/2026
4	Beginning LTF Article 8a Fund Balance (use audited amount if available)	$ 1,778,339.39	$ 1,374,378.72
	Estimated Revenues :		
5	Federal grants (provide detail in notes)		
6	LTF Article 8(a), Streets and Roads (PUC §99400(a))	$ 636,429.96	$ 490,551.00
7	LTF Article 8(a), Pedestrians and Bicycles (PUC §99400(a))		$ -
8	LTF Unearned/Deferred Revenues		
9	State grants (provide detail in notes)		
10	Local (specify)_____		
11	Other (specify)_____		
12	Interest	$ 76,761.27	$ 75,000.00
13	**Total Estimated Revenues and Fund Balances**	**$ 2,491,530.62**	**$ 1,939,929.72**
	Estimated Expenses:		
14	Streets and Roads	$ 1,117,151.90	$ 1,939,929.72
15	Bicycles and Pedestrians		
16	Other (provide detail in notes)		
17	**Total Estimated Expenses**	**$ 1,117,151.90**	**$ 1,939,929.72**
18	**Surplus/Deficit End of Year**	**$ 1,374,378.72**	**$ -**

19 Notes and Explanations: (as applicable)

* Line 4 Last year Fund Balance was expected at 1,776,634.99 but final audited figures made it 1,778,339.39
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(Update (Updated 07/07/20)

Transportation Development Act
Form B3.2 - Financial Reporting Form LTF Article 8(b) to 8(f)

Line			
1	Fiscal Year	2025/2026	
2	Claimant	ity of Santa Paula	

		Operating Budget Comparison		Capital Budget Comparison	
		Prior FY	Claim FY	Prior FY	Claim FY
3	Fiscal Year	2024/2025	2025/2026	2024/2025	2025/2026
4	Beginning LTF Fund Balance (use audited amount if available)		$ -	$ -	$ -
	Estimated Revenues :				
5	Federal grants (provide detail in notes)				
	Local Transportation Funds by Article				
6	Article 8(b), Passenger Rail (PUC § 99400(b))				
7	Article 8(c), Transit (PUC § 99400(c))	$ 886,940.04	$ 986,239.00		
8	Article 8(d), Transit Admin. and Planning (PUC § 99400(d))				
9	Article 8(e), Transit Capital (PUC § 99400(e))				
10	Article 8(f), Commuter Vanpool (PUC § 99400(f))				
11	LTF Article 8 Other (specify) _____				
12	LTF Unearned/Deferred Revenues (specify article) _____				
13	Fare Revenue Funds				
14	Local (specify in notes)				
15	Other (specify in notes)				
16	Interest				
17	**Total Estimated Revenues and Fund Balances**	**$ 886,940.04**	**$ 986,239.00**	**$ -**	**$ -**
	Estimated Expenses:				
18	Eligible Operating Costs				
19	Transit Operating assigned to other (specify agency in notes)	$ 886,940.04	$ 986,239.00		
20	Transit Capital TDA (specify projects in notes)				
21	Transit Capital assigned to other (specify agency in notes)				
22	Other (provide detail & cite code section in notes)				
23	**Total Estimated Expenses**	**$ 886,940.04**	**$ 986,239.00**	**$ -**	**$ -**
24	**Surplus/Deficit End of Year**	**$ -**	**$ -**	**$ -**	**$ -**

If the operating budget has increased in excess of 15% above the preceeding year, or there is a substantial increase or decrease in the scope of operations or capital budget provision, please provide a statement identifying and substantiating the reason or need for the change (CCR 6632).
If not needed, please initial ____ **Otherwise, please provide statement below.**

25 Notes and Explanations: (as applicable)

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(Updated 07/07/20)

Transportation Development Act
Form B4 - Financial Reporting Form STA

Line			
1	Fiscal Year	2025/2026	
2	Claimant	City of Santa Paula	

		Operating Budget Comparison		Capital Budget Comparison	
		Prior FY	Claim FY	Prior FY	Claim FY
3	Fiscal Year	2024/2025	2025/2026	2024/2025	2025/2026
4	Beginning STA Fund Balance (use audited amount if available)	$ -	$ -	$ -	$ -
	Estimated Revenues :				
5	Federal grants (provide detail in notes)				
	State Transit Assistance (request/estimate)*				
6	STA Operation (CCR 6730(a))				
7	STA Capital (CCR 6730(b))				
8	STA Rail Service (CCR 6730(c))				
9	STA General Public (CCR 6731(b))				
10	STA Elderly & Disabled (CCR 6731(b))				
11	STA Specialized Services (CCR 6731(c))				
12	STA PUC § 99314 Unearned/Deferred Revenues (at agency)				
13	State - Other than TDA (provide detail in notes)				
14	Fare Revenue Funds				
15	Local (specify in notes)				
16	Other (provide detail & cite code section in notes)				
17	Interest				
18	**Total Estimated Revenues and Fund Balances**	$ -	$ -	$ -	$ -
	Estimated Expenses:				
19	Eligible Operating Costs				
20	Transit Operating assigned to other (specify agency in notes)				
21	Capital TDA (specify projects in notes)				
22	Capital assigned to other (specify agency in notes)				
23	Other (provide detail & cite code section in notes)				
24	**Total Estimated Expenses**	$ -	$ -	$ -	$ -
25	**Surplus/Deficit End of Year**	$ -	$ -	$ -	$ -

*** If the STA funds claimed are based on the estimates provided by the State of California, the funds paid to the local agency will be the actual amount received and may vary from the amounts claimed.**

If the operating budget has increased in excess of 15% above the preceeding year, or there is a substantial increase or decrease in the scope of operations or capital budget provision, please provide a statement identifying and substantiating the reason or need for the change (CCR 6632). If not needed, please initial _____ Otherwise, please provide statement below.

26 Notes and Explanations: (as applicable)

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(Updated 07/07/20)

Transportation Development Act
Form B5 - Financial Reporting Form SGR

Line			
1	Fiscal Year	2025/2026	
2	Claimant	City of Santa Paula	
		Capital Budget Comparison	
		Prior FY	Claim FY
3	Fiscal Year	2024/2025	2025/2026
4	Beginning SGR Fund Balance (use audited amount if available)	$ -	$ -
	Estimated Revenues :		
5	Federal grants (provide detail in notes)		
	State Transit Assistance (request/estimate)*		
6	State of Good Repair		$ -
7	State of Good Repair Unearned/Deferred Revenues (at agency)		
8	State - Other than TDA (provide detail in notes)		
9	Local (specify in notes)		
10	Other (specify in notes)		
11	Interest		
12	**Total Estimated Revenues and Fund Balances**	$ -	$ -
	Estimated Expenses:		
13	Eligible Capital Costs (specify projects in notes)		
14	Other (provide detail in notes)		
15	**Total Estimated Expenses**	$ -	$ -
16	**Surplus/Deficit End of Year**	$ -	$ -

17	**Name(s) of SGR project for the above request:**	**Funding Year**	**Amount**
	Project A	2023/2024	
	Project B	2024/2025	
	Project C	2025/2026	
18	**Total SGR amount request**		$ -

*** If the SGR funds claimed are based on the estimates provided by the State of California, the funds paid to the local agency will be the actual amount received and may vary from the amounts claimed.**

19 **Notes and Explanations: (as applicable)**

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(Updated 07/07/20)

Transportation Development Act
Form C - Assurances

Line		
1	**Fiscal Year**	**2025/2026**
2	**Claimant**	**City of Santa Paula**
3	**Article**	8A & 8C

Claimant Assurances: (Initial Each Section Below OR N/A if not applicable to the claim)

	Initial		Assurance
4	CR	C1	**180-Day Certified Fiscal Audit:** *If VCTC does NOT have a TDA audit performed on behalf of the claimant*, the claimant certifies that it has submitted a satisfactory, independent fiscal audit, with required certification statement, to VCTC and to the State Controller pursuant to PUC § 99245 & CCR § 6664, for the prior year (project year minus two). Claimant assures that this audit requirement will be completed for the current fiscal year (project year minus one). ***Applies to All Claims: Article 3, 4, 4.5, 8(a), 8(c), STA and SGR***
5	CR	C2	**Timely and Reviewed Fiscal Audits:** Claimant staff will make every effort to provide information to the auditors in a timely manner so that the audits can be completed before the 180 day requirement. Audits will be reviewed by claimant/agency staff and are the responsibility of the agency. ***Applies to All Claims: Article 3, 4, 4.5, 8(a), 8(c), STA and SGR***
6	CR	C3	**State Controller Annual Report** Claimant certifies that it has submitted a State Controller's report in conformance with the uniform system of accounts and reports, to VCTC and to the State Controller, pursuant to PUC § 99243, § 99245, CCR § 6637 and/or § 6665 as applicable, for the prior year (project year minus two). Claimant assures that this report will be completed for the current fiscal year (project year minus one) in a timely manner. ***Applies to All Claims: Article 3, 4, 4.5, 8(a), 8(c), STA and SGR***
7	CR	C4	**Passed-through TDA Funds Retain TDA Requirements:** Claimant certifies that any TDA funds received from another agency will remain classified as TDA even when passed-through from another agency. These funds will be classified as TDA in the financial records and reported accordingly. These funds will retain TDA requirements. ***Applies to All Claims: Article 3, 4, 4.5, 8(a), 8(c), STA and SGR***
8	CR	C5	**Interest Accrual:** Claimant will accurately account for TDA revenues and expenses and accrue interest accordingly. Interest will be spent on allowable expenses. ***Applies to All Claims: Article 3, 4, 4.5, 8(a), 8(c), STA and SGR***
9	CR	C6	**Unmet Transit Needs:** Claimant certifies that all reasonable transit needs are satisfied and is eligible to receive Article 8(a) local streets and roads. ***Applies to 8(a) (Streets and Roads)***
10	CR	C7	**Revenue Ratios:** Claimant is responsible for preparing the revenue ratio calculation(s) and certifies that it intends to maintain for the project year a ratio of fare revenues to operating costs of at least (a) 20 percent if the claimant is serving an urbanized area, (b) 10 percent if the claimant is serving a non-urbanized area, or (c) as determined by VCTC pursuant to CCR § 6633.2(c) and PUC § 99268. If the required ratio is not met, the "non-compliance with required revenue ratios" outlined in the TDA regulations will be implemented. ***Applies to 4, 4.5, 8 (transit), STA***

Pact Sets Rates:
City of Fillmore,
City of Santa Paula,
County of Ventura

Transportation Development Act
Form C - Assurances

Line		
1	**Fiscal Year**	**2025/2026**
2	**Claimant**	**City of Santa Paula**
3	**Article**	8A&8C

Claimant Assurances: (Initial Each Section Below OR N/A if not applicable to the claim)

	Initial		Assurance
11	CF	C8	**Revenue Ratios for Exclusive Services to Seniors and Disabled:** Pact Sets Rates: City of Fillmore, City of Santa Paula, County of Ventura *Claimant filing a claim pursuant to PUC 99268.5* certifies that, for the purpose of that claim, it provides services using vehicles for the exclusive use of elderly and handicapped persons. ***Applies to 4, 4.5, 8 (transit), STA***
12	CR	C9	**50-Percent Allocation and Alternative Method Limitation:** The expenditure of the funds received by an operator, city or county may in no year exceed 50 percent of the amount required to meet operating, maintenance, and capital and debt service requirements of the system after deduction therefrom of approved federal grants estimated to be received. Alternatively, the operator may by allocated additional funds that could not be allocated to it because of those requirements, if it maintains, for the fiscal year, a ratio of fare revenues to operating costs as defined by § 99247 (see PUC § 99268.1, § 99268.2 and § 99405 and CCR § 6633.1). ***Applies to 4, 4.5, 8 (transit), STA***
13	CR	C10	**Retirement System or Private Pension Plan:** City Employee's only *Claimant filing a claim pursuant to PUC § 99260* certifies that (a) the current cost of its retirement system is fully funded with respect to the officers and employees of its public transportation system (PUC § 99271(a)); or (b) the operator is implementing a plan approved by VCTC which will fully fund the retirement system for such officers and employees within 40 years (PUC § 99271(a)); or (c) the operator has a private pension plan which sets aside and invests, on a current basis, funds sufficient to provide for the payment of future pension benefits and which is fully compliant with the requirements stated in PUC § 99272 and § 99273. ***Applies to 4, 4.5, 8 (transit)***
14	CR	C11	**Use of Federal Funds:** Claimant certifies that it is making full use of federal funds available under the FTA Act in accordance with PUC § 99286.7,CCR § 6754(a)(3) and/or § 6634 as applicable. ***Applies to 4, 4.5, 8 (transit), STA***
15	CR	C12	**Staffing:** Claimant certifies that it is in compliance with PUC § 99264 that it does not routinely staff, with two or more persons, a vehicle for public transportation purposes designed to be operated by one person. ***Applies to 4, 4.5, 8 (transit)***
16	CR	C13	**Reduced Fares:** *Claimant certifies that if it offers reduced fares to seniors,* the same reduced rate is offered to disabled persons and disabled veterans (PUC § 99155). Claimant further assures that it will honor the federal Medicare identification card or a card issued pursuant to § 22511.55 of the Vehicle Code as sufficient identification to receive reduced fares. ***Applies to 4, 4.5, 8 (transit)***
17	CR	C14	**CHP Certification:** Contractor Claimant certifies that, it has on file a California Highway Patrol Certification having been conducted in the last 13 months indicating their compliance with § 1808.1 of the Vehicle Code. ***Applies to 4, 4.5, 8 (transit), STA***

Transportation Development Act
Form C - Assurances

Line		
1	**Fiscal Year**	**2025/2026**
2	**Claimant**	**City of Santa Paula**
3	**Article**	8A & 8C

Claimant Assurances: (Initial Each Section Below OR N/A if not applicable to the claim)

Line	Initial		Assurance
18	CR	C15	**Accessible Vehicles:** Claimant certifies that it is in compliance with PUC § 99155.5 regarding dial-a-ride and paratransit services being accessible to handicapped persons, and that the service be provided to persons without regard to vehicle ownership and place of residence. ***Applies to 4, 4.5, 8 (transit)***
19	CR	C16	**Budget Increase of 15% or more** Claimant certifies that the transit operator's operating budget has not increased more than 15% over the preceding year, and does not include a substantial increase or decrease in the scope of operations or capital budget provisions for major new fixed facilities. **If the budget does include such changes, documentation is attached** that identifies and substantiates the reason or need for the changes (PUC § 99266, § 99268 and CCR § 6633.1 and § 6632). ***Applies to 4, 4.5, 8 (transit)***
20	CR	C17	**Part-Time Employees** Claimant certifies that in accordance with PUC § 99243 and it is not precluded from employing part-time drivers or contracting with common carriers of persons operating under a franchise or license. Claimant further certifies that no person who was a full-time employee on June 28, 1979, shall have his or her employment terminated or his or her regular hours of employment, excluding overtime, reduced as a result of it employing part-time drivers or contracting with such common carriers. ***Applies to STA (transit)***
21	CR	C18	**Operator's Qualifying Criteria** Claimant certifies that it meets and will maintain the efficiency standards pursuant to PUC § 99314.6 when claiming State Transit Assistance funds for transit operations. ***Applies to STA (transit)***

The undersigned herby certifies that the above statements are true and correct.

22	**Authorizing Signature:**	Christy Ramirez
23	**Print Name and Title:**	Christy Ramirez, FINANCE DIRECTOR
24	**Date:**	9.25.2025

(updated June 2019)

Transportation Development Act
Form D - Capital Projects and Reserves

Line		
1	Fiscal Year	2025/2026
2	Claimant	City of Santa Paula

G:\TDA & Street Reports\Annual LTF report\2026\[TDA Claim forms - FY25-26.xlsx]Form D - Capital

3 Project Name	Source of Funding Type	Total Estimated Cost	Estimated Expended Funds to Date	Estimated Expended Funds this Fiscal Year	Estimated Remaining Funds Reserved	Expected Completion Date	Description of Project and Use of Funds
9285 Slurry Seal	Art 8A	$ 556,773.40		$ 556,773.40	$ -	6/30/2025	Pavement maintenance and preservation coating applications in conjunction with the annual pavement management program
9294 Sidewalk Rep	Art 8A	$ 563,273.00		$ 563,273.00	$ -	6/30/2025	Sidewalk grinding and replacement in conjunction with the annual repair program, which in this fiscal year will include the maintenance, modification and repair of disabled access ramps identified by the ADA Self Evaluation by DAC Consultants
9297 Lighted Cross	Art 8A	$ 226,870.32		$ 226,870.32	$ -	6/30/2025	Existing flashing crosswalks to be removed and Rectangular Rapid Flashing Beacons (RRFBs) installed at 6 locations (3 on Main Street as a re-formulation of the former CIP for this purpose) and 3 on Highway 150 to improve crosswalk visibility and pedestrian safetySelf Evaluation by DAC Consultants
502x Streets and R	Art 8A	$ 545,956.00		$ 545,956.00	$ -	6/30/2025	Ongoing Program - Street Repair expenses
200x Administratior	Art 8A	$ 47,057.00		$ 47,057.00	$ -	6/30/2025	Overhead and purchasing expenses posted here (previously as streets)
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
4 **Total**		**$ 1,939,929.72**	**$ -**	**$ 1,939,929.72**	**$ -**		

(updated June 2019)

Transportation Development Act
Form F - Checklist

Form Number	Document Name	Article 3 Bike/Ped	Article 4 Transit	Article 4.5 Community Transit	Article 8(a) Streets & Roads	Article 8(b)-8(f) Transit	STA	State of Good Repair
A	Claim Form	X	X	X	X	X	X	X
B	Financial Reporting Form							
B1	Financial Reporting, Bike/Ped (Art.3)	X						
B2.1	Financial Reporting, Transit (Art. 4)		X					
B2.2	Financial Reporting, Transit (Art. 4.5)			X				
B3.1	Financial Reporting, Street & Road (Art. 8a)				X			
B3.2	Financial Reporting, Transit (Art. 8(b)-8(f))					X		
B4	Financial Reporting, Transit (STA)						X	
B5	Financial Reporting, Transit (SGR)							X
C	Assurances							
C1	180-Day Certified Fiscal Audit	X	X	X	X	X	X	X
C2	Timely, Reviewed Fiscal Audits	X	X	X	X	X	X	X
C3	State Controller Annual Report	X	X	X	X	X	X	X
C4	Passed-through TDA Funds	X	X	X	X	X	X	X
C5	Interest Accrual	X	X	X	X	X	X	X
C6	Unmet Transit Needs				X			
C7	Revenue Ratios		X	X		X	X	
C8	Revenue Ratios Exclusive Service		X	X		X	X	
C9	50-Percent Allocation Limit		X	X		X	X	
C10	Retirement System		X	X		X		
C11	Use of Federal Funds		X	X		X	X	
C12	Staffing		X	X		X		
C13	Reduced Fares		X	X		X		
C14	CHP Certification		X	X		X	X	
C15	Accessible Vehicles		X	X		X		
C16	Budget Increase		X	X		X		
C17	Part-Time Employees						X	
C18	Operator's Qualifying Criteria						X	
D	Capital Projects and Reserves		X	X	X	X	X	X
F	TDA Checklist	X	X	X	X	X	X	X
E	Local Agency Resolution	X	X	X	X	X	X	X
E1	Agenda item for Resolution	X	X	X	X	X	X	X
G	Authorized Agent Form (State)							X
H	Certification and Assurances (St)							X
I	Board Resolution (State)							X
J	Project List							X

Signature: Christy Ramirez

Date: 9.25.25

Submitted by:

Name: Christy Ramirez

Title: Finance Director

Phone: 805-933-4204

Email: cramirez@spcity.org

(updated 06/18/20)

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Tom Tarantino, Planning & Economic Development Manager

Subject: APPROVAL OF RESOLUTION NO. 7589 FORMALLY ADOPTING THE CITY'S FEMA-APPROVED LOCAL HAZARD MITIGATION PLAN, AS PART OF THE VENTURA COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN, AND AMENDING THE HAZARD AND PUBLIC SAFETY ELEMENT OF THE 2040 GENERAL PLAN TO REFLECT THIS ADOPTION AND REQUIRED LANGUAGE, AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA

Date: October 1, 2025

Agenda Item: 11.A

RECOMMENDATION:

Staff recommends the City Council open the public hearing, receive public testimony, close the public hearing, and by motion:

1. Find that the adoption of the proposed Resolution is statutorily exempt from review under the California Environmental Quality Act (“CEQA”) under Public Resources Code Section 15183.
2. Adopt Resolution No. 7589 formally adopting the City’s Federal Emergency Management Agency-approved Local Hazard Mitigation Plan, as part of the Ventura County Multi-Jurisdictional Hazard Mitigation Plan, and amending the Hazard and Public Safety Element (‘Safety Element’) of the City of Santa Paula 2040 General Plan to reflect this adoption and required language.

BACKGROUND:

Assembly Bill 2140

In 2006, the state legislature passed Assembly Bill No. 2140 ("AB 2140"), allowing California counties and cities to be considered for additional state cost-share on eligible Public Assistance projects by adopting their current, FEMA-approved local hazard mitigation plans ("LHMP"s) into the Safety Element of their General Plan. This adoption, along with other requirements, makes the county or city eligible to be considered for part or all of its local-share costs on eligible Public Assistance projects to be provided by the state through the California Disaster Assistance Act ("CDAA").

AB 2140 is not a requirement; it is an optional state incentive to help counties and cities become more resilient to natural hazards. As such, it is recommended that the City comply with AB 2140's requirements.

Multi-Jurisdictional Hazard Mitigation Plan

Rather than enact a number of individual LHMP's that might otherwise compete for limited resources, in 2021, a coalition of Ventura County jurisdictions began a planning process to prepare for and lessen the impacts of specified natural hazards by pooling resources and creating a Multi-Jurisdictional Hazard Mitigation Plan ("MJHMP") that could be consistently applied to the defined Ventura County Planning Area ("VCPA"). This MJHMP could be used to ensure eligibility for specified grant funding sources.

The hazard identification and profiling in the MJHMP addressed the following natural hazards considered to be of significant importance within the VCPA, with each jurisdiction responsible for the review and approval of their respective section(s):

- Dam Failure Inundation
- Drought
- Earthquake
- Flooding (includes Levee Failures)
- Landslide & Mass Movements
- Sea Level Rise/Coastal Erosion (SLR)
- Severe Storms
- Severe Weather Events (Heat/Freeze Events)
- Tsunami
- Wildfire

The MJHMP compiled this information into a unified framework to ensure a comprehensive and coordinated plan covering all organizational partners within the VCPA.

ANALYSIS:

AB 2140 Compliance

There are multiple steps that must be completed before the California Office of Emergency Services ("Cal OES") can issue a letter of AB 2140 compliance. A jurisdiction must have:

1. Formally adopted their LHMP via resolution.
2. A current, FEMA-approved or approvable pending adoption (APA) LHMP.
3. Formally adopted their most current, approved LHMP into the Safety Element of their General Plan via resolution.
4. Included language within the Safety Element of their General Plan that references their LHMP.
5. Included a web link, appendix, or language within the Safety Element that directs the public to the most current, approved LHMP in its entirety.
6. E-mailed the link to the updated General Plan Safety Element web page along with the signed, adoption resolution(s) to the Cal OES AB 2140 inbox for review and approval.

On August 17, 2022, the Santa Paula City Council unanimously adopted Resolution No. 7417, authorizing the adoption of relevant portions of the Ventura County MJHMP. (Attachment C.) This satisfied Requirement 1, listed above.

In January 2023, the Federal Emergency Management Agency ("FEMA") notified the Ventura

County Sheriff's Office of Emergency Services that they had received documentation from the Cities of Fillmore, Moorpark, Ojai, San Buenaventura, and Santa Paula, and the Channel Islands Beach Community Services District ("CIBCSD"), confirming their adoption of the Ventura County Multi-Jurisdictional Local Hazard Mitigation Update 2022, and confirming that these jurisdictions are in conformance with the Code of Federal Regulations, Title 44, Part 201, Section 6 (44 C.F.R. 201.6) until August 16, 2027, five years from the plan's original approval date. (Attachment D.) This satisfied Requirement 2, listed above.

In order to be fully compliant with AB 2140, the City of Santa Paula now must satisfy the above Requirements 3 through 6, by formally adopting the FEMA-approved MJHMP into the Safety Element of the 2040 General Plan and making appropriate and required language changes to the Safety Element to reflect this adoption.

On August 26, 2025, the Planning Commission adopted Resolution No. 3872, recommending the City Council adopt the City's Federal Emergency Management Agency-approved Local Hazard Mitigation Plan, as part of the Ventura County Multi-Jurisdictional Hazard Mitigation Plan, and amend the Hazard and Public Safety Element ('Safety Element') of the City of Santa Paula 2040 General Plan to reflect this adoption and required language, and finding these actions to be statutorily exempt from review under the California Environmental Quality Act ("CEQA") under Public Resources Code Section 15183.

General Plan Amendment Process & AB 2140 Compliance Language

SPMC § 16.212.020 provides that the Planning Commission or City Council may at any time initiate an application to amend the General Plan, up to four (4) times per calendar year. This action represents the first amendment of the General Plan in the 2025 calendar year.

Per SPMC § 16.212.030, the Planning Commission shall act by resolution to recommend to the City Council approval, approval with modifications, or denial of the proposed application. A majority vote of the entire Planning Commission is required to recommend approval or approval with modifications. The Planning Commission voted unanimously to recommend approval to the City Council via Resolution No. 3872 on August 26, 2025.

Per SPMC § 16.212.040, the City Council shall then consider the Planning Commission's recommendation and act by resolution to approve or deny the application. A majority vote of the entire Council is required to amend the General Plan. This is the resolution being considered at tonight's meeting.

In order to attain full AB 2140 compliance, t he following language would be added to Section 5, Hazards and Public Safety, under Part 1, Purpose and Legal Requirements, of Subsection A, Overview:

"Information regarding hazards and public safety planning presented in this Section reflects available data and plans in effect at the time of the last General Plan update (2040) or before. On October 1, 2025 the Santa Paula City Council adopted Resolution No. 7589, formally adopting the FEMA-approved 'Ventura County Multi-Jurisdictional Hazard Mitigation Plan – Update 2022' (available here in its entirety (large file, please allow sufficient time to load): https://www.spcity.org/DocumentCenter/View/6023/Ventura-County-Multijurisdictional-Hazard-Mitigation-Plan---2022-Update) into this Section, which supersedes any prior references to hazards and public safety planning contained herein. The Multi-Jurisdictional

Hazard Mitigation Plan (MJHMP) for the Ventura County planning area, which includes the City of Santa Paula, was developed in accordance with the Disaster Mitigation Act of 2000 (DMA 2000) and followed FEMA's Local Hazard Mitigation Plan guidance. The MJHMP incorporates a process where hazards are identified and profiled, the people and facilities at risk are analyzed, and mitigation actions are developed to reduce or eliminate hazard risk. The implementation of these mitigation actions, which include both short and long-term strategies, involve planning, policy changes, programs, projects, and other activities."

Environmental/CEQA

Pursuant to Section 15183 of the CEQA Guidelines, formal adoption of the FEMA-approved MJHMP and amendment of the 2040 General Plan Safety Element to include the proposed language is exempt from further review under the California Environmental Quality Act. These actions create no inconsistency with the development density established by the 2040 General Plan policies for which an Environmental Impact Report was certified. Further there are no project-specific significant effects from these actions which are peculiar to the project, and the actions do not have the potential for significant or cumulative impacts not already addressed in the certified 2040 General Plan Environmental Impact Report.

Public Notice/Brown Act

Tonight's meeting was publicly noticed in the *Santa Paula Times* on Wednesday, September 17, 2025, in compliance with California Government Code § 54950.

STRATEGIC PLAN:

Formally adopting the FEMA-approved Ventura County MJHMP into the 2040 General Plan and ensuring AB 2140 compliance directly relates to 2025-2027 City Council Strategic Goals *Section C: Public Safety & Emergency Preparedness*, particularly Objectives C.5-C.8.

FISCAL IMPACTS:

AB 2140 compliance, along with other requirements, makes the county or city eligible to be considered for part or all of its local-share costs on eligible Public Assistance projects to be provided by the state through the California Disaster Assistance Act ("CDAA").

For eligible Public Assistance projects, the typical local (non-federal) cost share is 25% of the total project cost. CDAA can allow the state to pay up to 18.75% of the non-federal share, that would otherwise fall upon the county or city, to pay for eligible Public Assistance projects once the legislature has passed a bill allowing additional state funding after a disaster occurs. Upon approval of the legislature, counties and cities that are AB 2140 compliant are also eligible to be considered for the remaining 6.25% local share to be funded by the state, essentially covering the entire local-share cost for eligible Public Assistance projects.

OPTIONS:

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

1. Adopt Resolution No. 7589 with requested modifications.
2. Deny Resolution No. 7589. Denial will result in the City's inability to seek additional cost-share funding for eligible projects under CDAA.

ATTACHMENTS:

A - CC Resolution No. 7589.pdf
B - PC Resolution No. 3872 (Signed).pdf
C - CC Resolution No. 7417 (Signed).pdf
D - FEMA VC HMP Additional Jurisdictions Approval Letter.pdf

ATTACHMENT A

CC RESOLUTION NO. 7589

RESOLUTION NO. 7589

A RESOLUTION OF THE SANTA PAULA CITY COUNCIL FORMALLY ADOPTING THE CITY'S FEDERAL EMERGENCY MANAGEMENT AGENCY-APPROVED LOCAL HAZARD MITIGATION PLAN, AS PART OF THE VENTURA COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN, AND AMENDING THE HAZARD AND PUBLIC SAFETY ELEMENT ('SAFETY ELEMENT') OF THE CITY OF SANTA PAULA 2040 GENERAL PLAN (PROJECT 2025-GPA-01) TO REFLECT THIS ADOPTION AND REQUIRED LANGUAGE, AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT UNDER PUBLIC RESOURCES CODE § 15183

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

SECTION 1: The City Council finds and declares that:

A. In 2006, the state legislature passed Assembly Bill No. 2140 ("AB 2140"), allowing California counties and cities to be considered for additional state cost-share on eligible Public Assistance projects by adopting their current, FEMA-approved local hazard mitigation plans ("LHMP"s) into the Safety Element of their General Plan. This adoption, along with other requirements, makes the county or city eligible to be considered for part or all of its local-share costs on eligible Public Assistance projects to be provided by the state through the California Disaster Assistance Act ("CDAA").

B. For eligible Public Assistance projects, the typical local (non-federal) cost share is 25% of the total project cost. CDAA can allow the state to pay up to 18.75% of the non-federal share, that would otherwise fall upon the county or city, to pay for eligible Public Assistance projects once the legislature has passed a bill allowing additional state funding after a disaster occurs. Upon approval of the legislature, counties and cities that are AB 2140 compliant are also eligible to be considered for the remaining 6.25% local share to be funded by the state, essentially covering the entire local-share cost for eligible Public Assistance projects.

C. AB 2140 is not a requirement; it is an optional state incentive to help counties and cities become more resilient to natural hazards. As such, the City of Santa Paula is desirous of AB 2140 compliance.

D. There are multiple steps that must be completed before the California Office of Emergency Services ("Cal OES") can issue a letter of AB 2140 compliance. A jurisdiction must have:

1. Formally adopted their LHMP via resolution.

2. A current, FEMA-approved or approvable pending adoption (APA) LHMP.
3. Formally adopted their most current, approved LHMP into the Safety Element of their General Plan via resolution.
4. Included language within the Safety Element of their General Plan that references their LHMP.
5. Included a web link, appendix, or language within the Safety Element that directs the public to the most current, approved LHMP in its entirety.
6. E-mailed the link to the updated General Plan Safety Element web page along with the signed, adoption resolution(s) to the Cal OES AB 2140 inbox for review and approval.

E. Rather than enact a number of individual LHMP's that might otherwise compete for limited resources, in 2021, a coalition of Ventura County jurisdictions began a planning process to prepare for and lessen the impacts of specified natural hazards by pooling resources and creating a Multi-Jurisdictional Hazard Mitigation Plan ("MJHMP") that could be consistently applied to the defined Ventura County Planning Area ("VCPA"). This MJHMP could be used to ensure eligibility for specified grant funding sources.

F. The hazard identification and profiling in the MJHMP addressed the following natural hazards considered to be of significant importance within the VCPA, with each jurisdiction responsible for the review and approval of their respective section(s):

- Dam Failure Inundation
- Drought
- Earthquake
- Flooding (includes Levee Failures)
- Landslide & Mass Movements
- Sea Level Rise/Coastal Erosion (SLR)
- Severe Storms
- Severe Weather Events (Heat/Freeze Events)
- Tsunami
- Wildfire

G. The MJHMP accumulated this information into a unified framework to ensure a comprehensive and coordinated plan covering all organizational partners within the VCPA.

H. On August 17, 2022, the Santa Paula City Council unanimously adopted Resolution No. 7417, authorizing the adoption of relevant portions of the Ventura County MJHMP. This satisfied the requirement in Section D.1., listed above.

I. In January 2023, the Federal Emergency Management Agency ("FEMA")

notified the Ventura County Sheriff's Office of Emergency Services that they had received documentation from the Cities of Fillmore, Moorpark, Ojai, San Buenaventura, and Santa Paula, and the Channel Islands Beach Community Services District ("CIBCSD"), confirming their adoption of the *Ventura County Multi-Jurisdictional Local Hazard Mitigation Update 2022*, and confirming that these jurisdictions are in conformance with the Code of Federal Regulations, Title 44, Part 201, Section 6 (44 C.F.R. 201.6) until August 16, 2027, five years from the plan's original approval date. This satisfied the requirement in Section D.2., listed above.

J. In order to be fully compliant with AB 2140, the City of Santa Paula now must satisfy the above requirements in Sections D.3. and D.4., by formally adopting the FEMA-approved MJHMP into the Safety Element of the 2040 General Plan and making appropriate and required language changes to the Safety Element to reflect this adoption.

K. In early 2025, the Santa Paula Police Department Emergency Services Coordinator contacted the Planning Division to initiate a project application (2025-GPA-01) to complete the remaining steps for AB 2140 compliance.

L. The Planning Division completed its review and scheduled a duly noticed public hearing regarding this application before the Planning Commission on August 26, 2025.

M. On August 26, 2025 the Planning Commission unanimously adopted Resolution No. 3872, recommending the City Council approve a resolution formally adopting the City's FEMA-approved LHMP, as part of the Ventura County MJHMP, and amend the Hazard and Public Safety Element ('Safety Element') of the 2040 General Plan to reflect this adoption and required language, and find the action to be statutorily exempt from CEQA under Public Resources Code § 15183.

N. Based upon this resolution, the Planning Division scheduled a duly noticed public hearing before the City Council on October 1, 2025.

O. On October 1, 2025 the City Council opened a public hearing, received staff recommendation and public testimony, closed the public hearing, and adopted Resolution No. 7589, formally adopting the City's FEMA-approved LHMP, as part of the Ventura County MJHMP, and amending the Hazard and Public Safety Element ('Safety Element') of the 2040 General Plan to reflect this adoption and required language, and finding the action to be statutorily exempt from CEQA under Public Resources Code § 15183, because the amendment is consistent with the certified 2040 General Plan FEIR.

P. This Resolution, and its findings, are made based upon the evidence presented to the City Council at its October 1, 2025 hearing, including, without limitation, the staff report submitted by the Planning Division and

written and oral public comments.

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

A. SPMC § 16.212.020 provides that the Planning Commission or City Council may at any time initiate an application to amend the General Plan, up to four (4) times per calendar year. This action represents the first amendment of the General Plan in the 2025 calendar year.

B. Per SPMC § 16.212.030, the Planning Commission shall act by resolution to recommend to the City Council approval, approval with modifications, or denial of the proposed application. A majority vote of the entire Planning Commission is required to recommend approval or approval with modifications. The Planning Commission voted unanimously to recommend approval to the City Council via Resolution No. 3872 on August 26, 2025.

C. Per SPMC § 16.212.040, the City Council shall then consider the Planning Commission's recommendation and act by resolution to approve or deny the application. A majority vote of the entire Council is required to amend the General Plan. The City Council voted to adopt Resolution No. 7589 to approve the application on October 1, 2025.

SECTION 3: *General Plan Amendment.* The General Plan shall be amended as follows:

1. The following language is added to Section 5, Hazards and Public Safety, under Part 1, Purpose and Legal Requirements, of Subsection A, Overview:

"Information regarding hazards and public safety planning presented in this Section reflects available data and plans in effect at the time of the last General Plan update (2040) or before. On October 1, 2025 the Santa Paula City Council adopted Resolution No. 7589, formally adopting the FEMA-approved 'Ventura County Multi-Jurisdictional Hazard Mitigation Plan – Update 2022' (available here in its entirety (large file, please allow sufficient time to load): https://www.spcity.org/DocumentCenter/View/6023/Ventura-County-Multijurisdictional-Hazard-Mitigation-Plan---2022-Update) into this Section, which supersedes any prior references to hazards and public safety planning contained herein. The Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) for the Ventura County planning area, which includes the City of Santa Paula, was developed in accordance with the Disaster Mitigation Act of 2000 (DMA 2000) and followed FEMA's Local Hazard Mitigation Plan guidance. The MJHMP incorporates a process where hazards are identified and profiled, the people and facilities at risk are analyzed, and mitigation actions are developed to reduce or eliminate hazard risk. The implementation of these mitigation actions, which include both short

and long-term strategies, involve planning, policy changes, programs, projects, and other activities."

SECTION 4: *General Plan Amendment Findings.* SPMC § 16.212.050 requires the following findings to be made:

A. The Project is in the public interest, and there will be a community benefit resulting from the amendment given that:

1. Updating the Safety Element to include reference to the adopted MJHMP ensures interested parties will be directed to the most recent hazard mitigation and public safety planning for the City.

2. Including the proposed language in the Safety Element ensures the City is compliant with AB 2140, which makes the City eligible to be considered for additional state funding of local-share costs, essentially covering the entire local-share cost for eligible Public Assistance projects.

B. The Project is consistent with the goals, policies and objectives of the General Plan.

1. There is no change to the existing language, data tables, and exhibits in the Safety Element, only the addition of the proposed new language shown above.

C. The Project will not conflict with provisions of the Development Code.

1. The existing language in the Safety Element is compliant with the Development Code, and there is no change to the existing language, data tables, and exhibits in the Safety Element.

D. The Project will not adversely affect surrounding properties.

1. The 2040 General Plan is applicable citywide.

2. The MJHMP was developed in collaboration with neighboring jurisdictions in accordance with the Disaster Mitigation Act of 2000 (DMA 2000) and followed FEMA's Local Hazard Mitigation Plan guidance, with the intent of maximizing response capabilities across the region by pooling resources.

3. The addition of the proposed language to the Safety Element will not result in environmental impacts not otherwise addressed in the Environmental Impact Report (EIR) for the 2040 General Plan update, and is thus exempt from CEQA pursuant to Section 15183.

SECTION 5: *Environmental Review.* Pursuant to Section 15183 of the CEQA Guidelines, formal adoption of the FEMA-approved MJHMP and amendment of the 2040 General Plan Safety Element to include the proposed language is exempt from further review under the California Environmental Quality Act. These actions create no inconsistency with the development density established by the 2040 General Plan policies for which an

Environmental Impact Report was certified. Further there are no project-specific significant effects from these actions which are peculiar to the project, and the actions do not have the potential for significant or cumulative impacts not already addressed in the certified 2040 General Plan Environmental Impact Report.

SECTION 6: *Notice of Exemption*. The Secretary, or designee, is directed to file a Notice of Exemption in accordance with 14 CCR § 15062 and any other applicable laws.

SECTION 7: *Approval.* The City Council adopts the City's FEMA-approved Local Hazard Mitigation Plan, as part of the Ventura County Multi-Jurisdictional Hazard Mitigation Plan, and approves amending the Hazard and Public Safety Element ('Safety Element') of the City of Santa Paula 2040 General Plan to reflect this adoption and add the language in Section 3 above.

SECTION 8: The City Clerk is directed to certify a copy of this Resolution.

SECTION 9: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

PASSED AND ADOPTED this 1st day of October, 2025.

_____
Pedro A. Chavez, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, City Attorney

ATTACHMENT B

PC RESOLUTION NO. 3872

RESOLUTION NO. 3872

A RESOLUTION OF THE CITY OF SANTA PAULA PLANNING COMMISSION RECOMMENDING TO THE CITY COUNCIL APPROVAL OF A RESOLUTION FORMALLY ADOPTING THE CITY'S FEDERAL EMERGENCY MANAGEMENT AGENCY-APPROVED LOCAL HAZARD MITIGATION PLAN, AS PART OF THE VENTURA COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN, AND AMENDING THE HAZARD AND PUBLIC SAFETY ELEMENT ('SAFETY ELEMENT') OF THE CITY OF SANTA PAULA 2040 GENERAL PLAN TO REFLECT THIS ADOPTION AND REQUIRED LANGUAGE, AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT UNDER PUBLIC RESOURCES CODE § 15183, BECAUSE THE AMENDMENT IS CONSISTENT WITH THE CERTIFIED 2040 GENERAL PLAN FINAL ENVIRONMENTAL IMPACT REPORT

PROJECT 2025-GPA-01

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

SECTION 1: The Planning Commission finds and declares that:

A. In 2006, the state legislature passed Assembly Bill No. 2140 ("AB 2140"), allowing California counties and cities to be considered for additional state cost-share on eligible Public Assistance projects by adopting their current, FEMA-approved local hazard mitigation plans ("LHMP"s) into the Safety Element of their General Plan. This adoption, along with other requirements, makes the county or city eligible to be considered for part or all of its local-share costs on eligible Public Assistance projects to be provided by the state through the California Disaster Assistance Act ("CDAA").

B. For eligible Public Assistance projects, the typical local (non-federal) cost share is 25% of the total project cost. CDAA can allow the state to pay up to 18.75% of the non-federal share, that would otherwise fall upon the county or city, to pay for eligible Public Assistance projects once the legislature has passed a bill allowing additional state funding after a disaster occurs. Upon approval of the legislature, counties and cities that are AB 2140 compliant are also eligible to be considered for the remaining 6.25% local share to be funded by the state, essentially covering the entire local-share cost for eligible Public Assistance projects.

C. AB 2140 is not a requirement; it is an optional state incentive to help counties and cities become more resilient to natural hazards. As such, the City of Santa Paula is desirous of AB 2140 compliance.

D. There are multiple steps that must be completed before the California Office

of Emergency Services ("Cal OES") can issue a letter of AB 2140 compliance. A jurisdiction must have:

1. Formally adopted their LHMP via resolution.
2. A current, FEMA-approved or approvable pending adoption (APA) LHMP.
3. Formally adopted their most current, approved LHMP into the Safety Element of their General Plan via resolution.
4. Included language within the Safety Element of their General Plan that references their LHMP.
5. Included a web link, appendix, or language within the Safety Element that directs the public to the most current, approved LHMP in its entirety.
6. E-mailed the link to the updated General Plan Safety Element web page along with the signed, adoption resolution(s) to the Cal OES AB 2140 inbox for review and approval.

E. Rather than enact a number of individual LHMP's that might otherwise compete for limited resources, in 2021, a coalition of Ventura County jurisdictions began a planning process to prepare for and lessen the impacts of specified natural hazards by pooling resources and creating a Multi-Jurisdictional Hazard Mitigation Plan ("MJHMP") that could be consistently applied to the defined Ventura County Planning Area ("VCPA"). This MJHMP could be used to ensure eligibility for specified grant funding sources.

F. The hazard identification and profiling in the MJHMP addressed the following natural hazards considered to be of significant importance within the VCPA, with each jurisdiction responsible for the review and approval of their respective section(s):

- Dam Failure Inundation
- Drought
- Earthquake
- Flooding (includes Levee Failures)
- Landslide & Mass Movements
- Sea Level Rise/Coastal Erosion (SLR)
- Severe Storms
- Severe Weather Events (Heat/Freeze Events)
- Tsunami
- Wildfire

G. The MJHMP accumulated this information into a unified framework to ensure a comprehensive and coordinated plan covering all organizational partners within the VCPA.

H. On August 17, 2022, the Santa Paula City Council unanimously adopted Resolution No. 7417, authorizing the adoption of relevant portions of the

Ventura County MJHMP. This satisfied Requirement D1, listed above.

I. In January 2023, the Federal Emergency Management Agency ("FEMA") notified the Ventura County Sheriff's Office of Emergency Services that they had received documentation from the Cities of Fillmore, Moorpark, Ojai, San Buenaventura, and Santa Paula, and the Channel Islands Beach Community Services District ("CIBCSD"), confirming their adoption of the *Ventura County Multi-Jurisdictional Local Hazard Mitigation Update 2022*, and confirming that these jurisdictions are in conformance with the Code of Federal Regulations, Title 44, Part 201, Section 6 (44 C.F.R. 201.6) until August 16, 2027, five years from the plan's original approval date. This satisfied Requirement D2, listed above.

J. In order to be fully compliant with AB 2140, the City of Santa Paula now must satisfy the above Requirements D3 through D6, by formally adopting the FEMA-approved MJHMP into the Safety Element of the 2040 General Plan and making appropriate and required language changes to the Safety Element to reflect this adoption.

K. In early 2025, the Santa Paula Police Department Emergency Services Coordinator contacted the Planning Division to initiate a project application (2025-GPA-01) to complete the remaining steps for AB 2140 compliance.

L. The Planning Division completed its review and scheduled a duly noticed public hearing regarding this application before the Planning Commission on August 26, 2025.

M. On August 26, 2025 the Planning Commission opened a public hearing to receive public testimony and other evidence regarding the application.

N. This Resolution, and its findings, are made based upon the evidence presented to the Planning Commission at its August 26, 2025 hearing, including, without limitation, the staff report submitted by the Planning Division and written and oral public comments.

SECTION 2: *Factual Findings*. The Planning Commission finds that the following facts exist:

A. SPMC § 16.212.020 provides that the Planning Commission or City Council may at any time initiate an application to amend the General Plan, up to four (4) times per calendar year. This action represents the first amendment of the General Plan in the 2025 calendar year.

B. Per SPMC § 16.212.030, the Planning Commission shall act by resolution to recommend to the City Council approval, approval with modifications, or denial of the proposed application. A majority vote of the entire Planning Commission is required to recommend approval or approval with

modifications.

C. Per SPMC § 16.212.040, the City Council shall then consider the Planning Commission's recommendation and act by resolution to approve or deny the application. A majority vote of the entire Council is required to amend the General Plan.

SECTION 3: *General Plan Amendment.* The Planning Commission recommends that the City Council approve an amendment to the General Plan as follows:

1. The following language is added to Section 5, Hazards and Public Safety, under Part 1, Purpose and Legal Requirements, of Subsection A, Overview:

   "Information regarding hazards and public safety planning presented in this Section reflects available data and plans in effect at the time of the last General Plan update (2020) or before. On _____, 2025 the Santa Paula City Council adopted Resolution No. _____, formally adopting the FEMA-approved 'Ventura County Multi-Jurisdictional Hazard Mitigation Plan – Update 2022' (available here in its entirety (large file, please allow sufficient time to load): https://www.spcity.org/DocumentCenter/View/6023/Ventura-County-Multijurisdictional-Hazard-Mitigation-Plan---2022-Update) into this Section, which supersedes any prior references to hazards and public safety planning contained herein. The Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) for the Ventura County planning area, which includes the City of Santa Paula, was developed in accordance with the Disaster Mitigation Act of 2000 (DMA 2000) and followed FEMA's Local Hazard Mitigation Plan guidance. The MJHMP incorporates a process where hazards are identified and profiled, the people and facilities at risk are analyzed, and mitigation actions are developed to reduce or eliminate hazard risk. The implementation of these mitigation actions, which include both short and long-term strategies, involve planning, policy changes, programs, projects, and other activities."

SECTION 4: *General Plan Amendment Findings.* SPMC § 16.212.050 requires the following findings to be made:

A. The Project is in the public interest, and there will be a community benefit resulting from the amendment given that:

1. Updating the Safety Element to include reference to the adopted MJHMP ensures interested parties will be directed to the most recent hazard mitigation and public safety planning for the City.

2. Including the proposed language in the Safety Element ensures the City is compliant with AB 2140, which makes the City is eligible to be considered for additional state funding of local-share costs,

essentially covering the entire local-share cost for eligible Public Assistance projects.

B. The Project is consistent with the goals, policies and objectives of the General Plan.

1. There is no change to the existing language, data tables, and exhibits in the Safety Element, only the addition of the proposed new language shown above.

C. The Project will not conflict with provisions of the Development Code.

1. The existing language in the Safety Element is compliant with the Development Code, and there is no change to the existing language, data tables, and exhibits in the Safety Element.

D. The Project will not adversely affect surrounding properties.

1. The 2040 General Plan is applicable citywide.

2. The MJHMP was developed in collaboration with neighboring jurisdictions in accordance with the Disaster Mitigation Act of 2000 (DMA 2000) and followed FEMA's Local Hazard Mitigation Plan guidance, with the intent of maximizing response capabilities across the region by pooling resources.

3. The addition of the proposed language to the Safety Element will not result in environmental impacts not otherwise addressed in the Environmental Impact Report (EIR) for the 2040 General Plan update, and is thus exempt from CEQA pursuant to Section 15183.

SECTION 5: *Environmental Review.* Pursuant to Section 15183 of the CEQA Guidelines, formal adoption of the FEMA-approved MJHMP and amendment of the 2040 General Plan Safety Element to include the proposed language is exempt from further review under the California Environmental Quality Act, as doing so does not have the potential for significant or cumulative impacts not already addressed in the certified 2040 General Plan Environmental Impact Report.

SECTION 6: *Notice of Exemption*. The Secretary, or designee, is directed to file a Notice of Exemption in accordance with 14 CCR § 15062 and any other applicable laws.

SECTION 7: *Approval.* The Planning Commission approves and certifies this Resolution and recommends that the City Council adopt a Resolution formally adopting the City's FEMA-approved Local Hazard Mitigation Plan, as part of the Ventura County Multi-Jurisdictional Hazard Mitigation Plan, and amending the Hazard and Public Safety Element ('Safety Element') of the City of Santa Paula 2040 General Plan to reflect this adoption and required language in Section 3 above, and finding the action to be Statutorily Exempt from CEQA under Public Resources Code § 15183, because the amendment is consistent with the certified 2040 General Plan Environmental Impact Report.

SECTION 8: This Resolution is advisory to the City Council and will become effective

immediately upon adoption and remain effective unless superseded by a subsequent resolution.

SECTION 9: The Secretary is directed to provide a copy of this Resolution to the City of Santa Paula and to any other person requesting a copy.

SECTION 10: This Resolution may be appealed within ten (10) calendar days after its adoption. All appeals must be in writing and filed with the City Clerk within this time period. Failure to file a timely written appeal will constitute a waiver of any right of appeal.

PASSED AND ADOPTED this 26th day of August, 2025.

Chairperson
City of Santa Paula Planning Commission

ATTEST:

James Mason, Secretary
City of Santa Paula Planning Commission

APPROVED AS TO FORM:

Monica Castillo
City Attorney

ATTACHMENT C

CC RESOLUTION NO. 7417

RESOLUTION NO. 7417

A RESOLUTION AUTHORIZING THE ADOPTION OF THE
VENTURA COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

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

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

A. All of Ventura County has exposure to natural hazards that increase the risk to life, property, environment, and the County's economy;

B. Pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property, and the Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre- and post-disaster hazard mitigation programs;

C. A coalition of Ventura County stakeholders with like planning objectives has been formed to pool resources and create consistent mitigation strategies to be implemented within each partners identified capabilities, within the Ventura County Planning Area; and

D. The coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating, and revising this strategy.

SECTION 2: The City Council of the City of Santa Paula hereby:

A. Adopts in its entirety, Volume I, and the City of Santa Paula annex and appendices in Volume II of the Ventura County Multi-Jurisdictional Hazard Mitigation Plan.

B. Will use the adopted and approved portions of the Hazard Mitigation Plan to guide pre- and post- disaster mitigation of the hazards identified.

C. Will coordinate the strategies identified in the Hazard Mitigation Plan with other planning programs and mechanisms under its jurisdictional authority.

D. Will continue its support of the on-going countywide mitigation efforts and continue to participate in the Planning Partnership as described by the Hazard Mitigation Plan.

E. Will help to promote and support the mitigation successes of all Planning Partners.

F. Authorizes the Chief of Police, or his designee, to submit an approved and signed copy of this resolution to the Cal OES and FEMA officials to enable the HMP's final approval.

SECTION 3: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 4: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this 17th day of August, 2022

Jenny Crosswhite, Mayor

ATTEST:

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

Monica Castillo, City Attorney

APPROVED AS TO CONTENT:

Dan Singer, City Manager

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

CITY OF SANTA PAULA)
COUNTY OF VENTURA)§
STATE OF CALIFORNIA)

I, Julie Latshaw, City Clerk of the City of Santa Paula, California, do hereby certify that the foregoing Resolution No. 7417 was dully passed and adopted by the City Council of the City of Santa Paula at the regular meeting thereof, held on the 17th day of August, 2022, and was signed by the Mayor of said City, and that the same was passed and adopted by the following vote:

AYES: ARAIZA, JUAREZ, CORNEJO, SOBEL, CROSSWHITE

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

JULIE LATSHAW, City Clerk



ATTACHMENT D

FEMA VC HMP ADDITIONAL JURISDICTIONS
APPROVAL LETTER

U.S. Department of Homeland Security
FEMA Region 9
1111 Broadway, Suite 1200
Oakland, CA 94607

FEMA

January 13, 2023

Bonnie Luke
Emergency Manager
Ventura County Sheriff's Office, Office of Emergency Services
800 South Victoria Avenue, L3450
Ventura, CA 93009

Dear Bonnie Luke:

The Federal Emergency Management Agency (FEMA) received documentation from the Cities of Fillmore, Moorpark, Ojai, San Buenaventura, and Santa Paula, and the Channel Islands Beach Community Services District (CIBCSD), confirming their adoption of the *Ventura County Multi-Jurisdictional Local Hazard Mitigation Plan Update 2022.* These jurisdictions are in conformance with the Code of Federal Regulations, Title 44, Part 201, Section 6 (44 C.F.R. 201.6). An updated list of the status of participating jurisdictions is enclosed with this letter.

The adoption of this plan ensures the Cities of Fillmore, Moorpark, Ojai, San Buenaventura, and Santa Paula, and the CIBCSD's continued eligibility for funding under FEMA's Hazard Mitigation Assistance programs, including the Hazard Mitigation Grant Program (HMGP), the Building Resilient Infrastructure and Communities program (BRIC), and the Flood Mitigation Assistance (FMA) program. All requests for funding are evaluated individually according to eligibility and other program requirements. Approved hazard mitigation plans may also be eligible for points under the National Flood Insurance Program's Community Rating System (CRS).

The *Ventura County Multi-Jurisdictional Local Hazard Mitigation Plan Update 2022* is valid for five years from the plan's original approval date, **August 16, 2022** for all approved participants. Prior to **August 16, 2027**, all participating jurisdictions must review, revise, and submit their plan to FEMA for approval to maintain eligibility for grant funding.

If you have any questions regarding the planning or review processes, please contact the FEMA Region 9 Hazard Mitigation Planning Team at fema-r9-mitigation-planning@fema.dhs.gov.

Sincerely,

Alison Kearns
Planning and Implementation Branch Chief
Mitigation Division
FEMA Region 9

Enclosure (1)
Status of Participating Jurisdictions, dated January 13, 2023

cc: Jacy Hyde, Acting State Hazard Mitigation Officer, California Governor's Office of Emergency Services
Victoria LaMar-Haas, Hazard Mitigation Planning Chief, California Governor's Office of Emergency Services

Status of Participating Jurisdictions as of January 13, 2023

Jurisdictions – Adopted and Approved

#	Jurisdiction	Date of Adoption
1	Ventura County	7-12-2022
2	Camarillo, City of	9-14-2022
3	Fillmore, City of	10-11-22
4	Moorpark, City of	10-5-2022
5	Ojai, City of	9-13-2022
6	Oxnard, City of	9-20-2022
7	Port Hueneme, City of	9-6-2022
8	San Buenaventura, City of	9-12-2022
9	Santa Paula, City of	8-17-2022
10	Thousand Oaks, City of	8-30-2022
11	United Water Conservation District	7-13-2022
12	Ventura County Fire Protection District*	7-12-2022
13	Simi Valley, City of	7-25-2022
14	Calleguas Municipal Water District	7-20-2022
15	Casitas Municipal Water District	7-27-2022
16	Channel Islands Beach Community Services District (CIBCSD)	12-13-2022
17	Conejo Recreation and Park District	9-8-2022
18	Ojai Valley Sanitary District	7-25-2022
19	Pleasant Valley Recreation and Park District	9-7-2022
20	Saticoy Sanitary District	8-17-2022
21	Triunfo Water & Sanitation District	8-22-2022
22	Ventura Regional Sanitation District	7-21-2022

Jurisdictions – Approvable Pending Adoption

#	Jurisdiction
1	Ventura, City of
2	Ventura County Office of Education
3	Ventura County Public Works Agency – Watershed Protection

* *The Ventura County Fire Protection District is a dependent special district whose governing body is the County Board of Supervisors, therefore the County Board of Supervisor Resolution adopted on July 12, 2022 is sufficient for both the County and the Fire Protection District to receive approval from FEMA.*

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: JOINT SANTA PAULA, FILLMORE, VENTURA COUNTY ONE-YEAR AGREEMENT FOR OPERATIONAL FUNDING OF THE SPIRIT OF SANTA PAULA HARVARD NAVIGATION CENTER FOR FISCAL YEAR 2025/2026

Date: October 1, 2025

Agenda Item: 12.A

RECOMMENDATION:

That the City Council:

1. Authorize the City Manager to execute an agreement, substantially in the form attached, with the County of Ventura and the City of Fillmore to share operational costs for the Spirit of Santa Paula Harvard Shelter, located at 1498 East Harvard Boulevard.

2. Authorize the City Manager to make non-monetary edits to the agreement as necessary to conform with the version approved by the City of Fillmore City Council and County Board of Supervisors, provided such changes do not create undue hardship for the City.

Presented by: James Mason

BACKGROUND:

In October 2021, the Spirit of Santa Paula ("Spirit"), operator of the Harvard Shelter, received $1.5 million in state funding made possibly state Assemblymember Steve Bennett and Senator Monique Limón. The funding has been administered by the City of Santa Paula ("City") to facilitate the expansion and improvement of the Harvard Shelter. The shelter provides 49 beds and an array of services including food distribution, behavioral and health care through Ventura County Healthcare Agency and year-round emergency sheltering and outreach services. Spirit of Santa Paula has debt-free ownership of the facility thanks to a generous donation; however, continued expansion of programs and services combined with the expanded facility improvements have added additional operational costs.

On August 8, 2023, the Santa Paula City Council approved entering an "Agreement to Provide Financial Support for the Operation of a Permanent, Year-Round Shelter Serving Homeless Individuals in Santa Clara Valley Communities including the City of Santa Paula, City of Fillmore, and Unincorporated Area of Piru" ("Funding Agreement"). The two-year joint cost-sharing agreement was initiated with the County of Ventura, the City of Fillmore and the City of Santa Paula to fund operations at the Spirit of Santa Paula Harvard Shelter ("Spirit"),

located at 1498 East Harvard Boulevard in the City of Santa Paula. This agreement was developed after several meetings held in June and July 2023 between staff from the City of Fillmore, City of Santa Paula, and Ventura County ("Parties") as well as State Assembly member Steve Bennett.

On June 30, 2025, City Council adopted its 2025-2026 fiscal budget which included the allocation of $200,000 fiscal year from the General Fund for use toward Spirit's operations. On October 14, 2025, the Fillmore City Council will consider approval a $150,000 contribution of ARPA funds to the Spirit of Santa Paula for fiscal year 2025/26. On October 21, 2025, Ventura County staff will review the cost-sharing agreement with the Board of Supervisors, with the goal of obtaining approval.

Staff is requesting Council approval of a joint cost-sharing agreement, substantially in the form attached to this report as Attachment A. Staff further seeks authorization for the City Manager to make non-monetary edits to the agreement for consistency with the final agreement the Fillmore City Council may approve on October 14, 2025 and thereafter the County Board of Supervisors may approve on October 21, 2025, if necessary.

ANALYSIS:

The January 2025 Ventura County Point-in-Time Homeless count for Santa Paula and Fillmore identified 117 unhoused individuals.

Jurisdiction	**Sheltered**		**Unsheltered**	**Total**
	Shelter	**Transitional Housing**		
Santa Paula	47	0	60	107
Fillmore	0	0	10	10

The Harvard Shelter is the only year-round homeless shelter located within the Santa Clara Valley and it has 49 beds which are generally filled on a continual basis.

A cost -sharing agreement among County of Ventura, the City of Fillmore and the City of Santa Paula ("Agreement") for Fiscal Year 2025-2026 (Attachment A) has been developed in accordance with existing agreements developed between Ventura County and other County cities with shelters in their jurisdictions. One goal in developing the proposed Agreement among Fillmore, Santa Paula and Ventura County, has been to ensure that cost sharing is fair between the City of Santa Paula and the City of Fillmore.

The Spirit of Santa Paula and the Harvard Shelter are uniquely structured and financed as they are one of two shelters in the county that is owned and operated by a non-profit organization. In addition, with other agreements between the County and cities, the City is the operator or owner of the shelter, or both; or the County is leasing the facility to the City.

The proposed Agreement is intended to fund ongoing operations of the Harvard Shelter for one fiscal year, starting July 1, 2025 and ending June 30, 2026. The shelter operations and operational costs will be analyzed and reviewed by April 2026 for further discussion between Santa Paula, Fillmore and Ventura County to identify the funding commitment for the 2026 - 2027 fiscal year.

As part of the proposed Agreement, the County has agreed to match the combined contributions of the City and Fillmore. The contributions would be as follows:

	FY 25/26
Santa Paula	$200,000
Fillmore	$150,000
VC County Match	$350,000
Total	$700,000

Spirit must have a substantive role in securing funding through grants and donations. In order to provide accountability and ensure the cities and county are compensated for their contributions, the Spirit Shelter will provide monthly invoices to the City of Santa Paula for payment.

Contribution payments from Fillmore and Ventura County will be made to the City to transfer to Spirit. The City will then, acting as a conduit, pay Spirit the parties' combined contribution spread out in monthly payments on the first of each month. Matching the combined contributions of Fillmore and Santa Paula, County will reimburse Santa Paula for 50% of actual Shelter operation costs or up to $87,500 each fiscal quarter, whichever amount is lower.

Further, to ensure continued support from Fillmore and the County, the Agreement requires the City to extend its two-year operating agreement with Spirit ("Operating Agreement") and make other amendments consistent with the terms of the Agreement. The purpose of the Operating Agreement is to provide accountability and metrics that include best efforts to achieve specified goals. For instance, Spirit will be encouraged to connect shelter occupants to needed resources (income, counseling, substance abuse, etc.) by:

- Developing personalized housing plan;
- Supporting Shelter occupants in managing their own lives within the scope of their resources and abilities;
- Providing housing location and counseling services;
- Establishing relationships with private and public property owners and rental agencies;
- Assisting to provide permanent housing opportunities to Shelter occupants; and
- Assisting with housing applications

Spirit will also be expected to provide case management services that include the development of an individualized service plan based on needs, circumstances, and market conditions, focused on helping individuals find and keep stable housing and linkages to other community-based support services.

As of the writing of this report, the County and its counsel are reviewing provisions pertaining to the logistics of its contribution payments, as well as City-requested edits to provisions that govern a County $750,000-reserve fund for the shelter, City's indemnity obligations, and City's insurance obligations. If Staff is unable to incorporate any County edits into the Agreement before the packet for this item is posted, a redline showing the proposed edits will be provided to Council at the time it is considered, with copies available to the public.

STRATEGIC PLAN:

E. Public Safety & Emergency Preparedness

Goal: Create an environment within the City in which our residents feel safe and which promotes the City as a location of choice for living, working, and recreating. The City may enhance the safety and quality of life for all residents including the un-housed by supporting such facilities, services and programs.

FISCAL IMPACTS:

The City's contribution of $200,000 per fiscal year is already included in the adopted two year Budget FY 25/26 & FY 26/27 (General Ledger No.100-5-0501-323).

OPTIONS:

1. Direct the City Manager not to enter into the proposed Agreement with Fillmore and Ventura County.
2. Direct the City Manager to enter into the proposed Agreement with Fillmore and Ventura County but with modifications from City Council.

ATTACHMENTS:

Harvard Shelter Funding Agreement

AGREEMENT TO PROVIDE FINANCIAL SUPPORT FOR THE OPERATION OF A PERMANENT, YEAR-ROUND SHELTER SERVING HOMELESS INDIVIDUALS IN SANTA CLARA VALLEY COMMUNITIES INCLUDING THE CITY OF SANTA PAULA, CITY OF FILLMORE, AND UNINCORPORATED AREA OF PIRU

FISCAL YEAR 2025-2026

This Agreement to Provide Financial Support for the Operation of a Permanent, Year-Round Shelter Serving Homeless Individuals in Santa Clara Valley Communities Including the City of Santa Paula, City of Fillmore, and Unincorporated Area of Piru ("**Agreement"**), dated July 1, 2025, is hereby entered into by and between the cities of Santa Paula and Fillmore (individually referred to as "Santa Paula" and "Fillmore", respectively, and collectively as "**Participating Cities**") and the County of Ventura ("**County**") (Participating Cities and County each a "**Party"** and collectively the "**Parties"**).

RECITALS

WHEREAS, a serious need exists for a permanent, year-round shelter with sustainable funding to serve homeless individuals in Ventura County and particularly within the City of Santa Paula serving the Santa Clara Valley communities including the City of Fillmore and the unincorporated area of Piru;

WHEREAS, the Spirit of Santa Paula, a California nonprofit ("**Shelter Operator**") operates a permanent, year-round shelter for homeless individuals at Harvard Shelter, located at 1498 E. Harvard Blvd. Santa Paula, CA 93060 ("**Shelter")**;

WHEREAS, pursuant to an agreement dated August 8, 2023, and amended on August 18, 2025, the Parties provided financial assistance for the Shelter for fiscal years 2023-2024 and 2024-2025;

WHEREAS, the Shelter Operator has provided a projected annual budget for Shelter operations of approximately $745,596 (Exhibit A - FY 2025-2026 Projected Operating Budget) for fiscal year 2025-2026;

WHEREAS, the Parties now intend to enter into this new Agreement to provide financial assistance to the Shelter Operator for the actual operating expenses of the Shelter for fiscal year 2025-2026, for a total amount not-to-exceed $700,000 for the fiscal year ("**Base Operating Expense**").

WHEREAS, the Shelter is necessary to meet the growing challenge of homelessness and continued financial assistance to the Shelter (with the City of Santa Paula acting as a conduit) serves the public purpose of providing temporary shelter and housing navigation services to the homeless population and achieving the goal of reducing the number of individuals experiencing homelessness; and

WHEREAS, the Shelter does and will continue to provide access to a range of programs and supportive services to temporarily shelter 49 homeless individuals. The Shelter shall meet the needs of the homeless population and will be operated by Shelter Operator under a contract with

the City of Santa Paula, one of the Participating Cities, with the City of Fillmore and the County providing financial support as set forth in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations set forth herein, Participating Cities and County hereby agree as follows:

1. FINANCIAL CONTRIBUTIONS; DUTIES AND RESPONSIBILITIES

a. General Provisions

i. The Shelter year of operation covered by this Agreement is the 2025-2026 fiscal year running from July 1, 2025 to June 30, 2026. By or before April 1, 2026, staff of each Party will meet and jointly determine the projected operating budget for the Shelter for the upcoming fiscal year (or other period) and the portion of the budget to be paid by each Party for consideration in deciding whether to extend this Agreement as set forth in Section 3.a. below. Staff of each Party will then recommend to its respective governing body whether to approve the budget and apportionment of the budget among the Parties as prepared by staff. If the governing body of a Party does not approve both the budget and the apportionment by June 30, 2026, or by June 30 of any applicable fiscal year thereafter, then this Agreement shall automatically terminate, and no Party will have any further obligations under this Agreement. The projected operating budget for the operation of the shelter from July 1, 2025, through June 30, 2026, ("FY 2025-2026 Budget") is set forth in Exhibit A of this Agreement. The FY 2025-2026 Budget is for information purposes only. The Parties have no obligation to contribute beyond their respective shares as set forth in this Agreement.

ii. Payments contemplated by this Agreement by any Party for any period after June 30, 2026, are contingent on approval by the governing body of each Party of a budget for the upcoming year of operation and apportionment of the budget among the Parties. If the governing body of each Party approves the budget and the apportionment for the upcoming year of operation, the Parties' payments for that year of operation will be governed by the terms of any future amendment to this Agreement then in effect, provided this Agreement has not been previously terminated and is extended by the Parties in writing following approval by their respective governing bodies.

iii. It is understood by all Parties that the financial assistance to be provided to Shelter Operator pursuant to this Agreement in an amount not to exceed $700,000 is to fund the actual cost of the main shelter operations not other programs offered at the Shelter site such as street outreach, a food pantry and Behavioral Health Bridge Housing and, therefore, the Shelter Operator will need to continue to identify alternative sources of funding.

b. City of Santa Paula

i. *Operating Agreement with Shelter Operator*. The City of Santa Paula and Shelter Operator entered into an Operating Agreement on or around August 8, 2023 with an Initial Term (as defined therein) ending on June 30, 2025. The City shall extend the Operating Agreement through June 30, 2026 and amend its terms to align with this Agreement (hereafter, "2025-2026 Operating Agreement"). Unless expressly stated otherwise in this Agreement, County and the City of Fillmore shall not be a party to any contract with the Shelter

Operator or for any construction contracts for the Shelter; however, County and City of Fillmore shall, in the Operating Agreement, be designated as third party beneficiaries with the right to enforce the Operating Agreement's defense and indemnification provision that is required pursuant to Section 4.m. below. City of Santa Paula shall provide the proposed 2025-2026 Operating Agreement to County and City of Fillmore for their review and approval as to consistency with the applicable provisions of this Agreement before the 2025-2026 Operating Agreement is executed and/or extended by the City of Santa Paula.

ii. *Santa Paula's Contribution*. The City of Santa Paula agrees to fund at least $200,000 for the fiscal year 2025-2026 as part of the 2025-2026 Operating Agreement it enters into with the Shelter Operator, subject to Council approval.

iii. *Parties' Payments from Santa Paula to Shelter.* All County and City of Fillmore payments to the Shelter Operator required under this Agreement will be given to the City of Santa Paula for transfer to the Shelter Operator. The City of Santa Paula will process payments to Shelter Operator within 30 days of receipt of complete and adequate documentation from the Shelter Operator as outlined in their 2025-2026 Operating Agreement with the City of Santa Paula. The City of Santa Paula shall provide documentation of same to County within 60 days and to City of Fillmore within 60 days of the end of each fiscal quarter. If the City of Santa Paula fails to provide timely and adequate documentation for any payment to the Shelter Operator, County and City of Fillmore shall be entitled to deny reimbursement, suspend future payments and/or recover any payment for which adequate supporting documentation has not been timely provided. Acceptable documentation for staff and non-staff costs to operate the Shelter includes, but is not limited to, payroll records, receipts, invoices and proof of payment. County staff will provide documentation training for City of Santa Paula and Shelter Operator if requested. Inclusive of City of Santa Paula's share, Shelter Operator will have received up to $700,000 toward the actual Base Operating Expense for fiscal year 2025-2026.

c. **City of Fillmore**

The City of Fillmore agrees to contribute the sum of $150,000 toward the Shelter's actual Base Operating Expense for the fiscal year 2025-2026. Starting July 1, 2025, the City of Fillmore will pay the City of Santa Paula $37,500, on a quarterly basis, for transfer to the Shelter Operator to cover its commitment to Shelter operating expenses for each fiscal quarter. Within 60 days of the end of each fiscal quarter, as set forth in Section 1.b. above, the City of Santa Paula will submit to the City of Fillmore a statement evidencing Santa Paula's payment of appropriate amounts to the Shelter Operator for the fiscal quarter. Payments by Fillmore for any period after June 30, 2026, are contingent on approval by the governing body of each Party of a budget for the upcoming year of operation and apportionment of the budget between the Parties, as set forth in Section 1.a. above.

For purposes of clarity, the following table illustrates the payment schedule in this subsection:

FISCAL QUARTERS	July 1 –	October 1 –	January 1 –	April 1 –

FOR FY 2025-2026	September 30	December 31	March 31	June 30
Fillmore Payment Due to Santa Paula (start of quarter)	July 1	October 1	January 1	April 1
Amount Due to Santa Paula	$37,500	$37,500	$37,500	$37,500
Santa Paula Statement Due to Fillmore (60 days after quarter end)	December 30	March 2	May 31	August 30

d. **County**

i. *County's Contribution.* In consideration for the City of Santa Paula entering the 2025-2026 Operating Agreement with the Shelter Operator pursuant to the terms of this Agreement, the County agrees to contribute a combined total amount not to exceed $350,000 toward the Shelter's actual Base Operating Expense for the fiscal year 2025-2026, through reimbursement payments to City of Santa Paula. For the fiscal year, the County has agreed to match the combined contributions of the City of Santa Paula and the City of Fillmore.

ii. *Matching Contribution.* Matching the combined contributions of Fillmore and Santa Paula, County will reimburse Santa Paula for 50% of actual Shelter operation costs or up to $87,500 each fiscal quarter, whichever amount is lower, provided Shelter expenses have been verified and timely paid by the City of Santa Paula with documentation acceptable to County as set forth in this section and Section 1.b. above.

iii. In recognition of the $1.5 million capital investment supplied by the State of California, the County agrees to reserve the sum of $750,000, representing 50% of the $1.5 million capital investment, to be held by the County as a reserve fund for the Shelter. Notwithstanding Section 1.d.ii., above, such reserve fund shall be used exclusively for the sustainable operation and maintenance of the Shelter for emergency repairs and other essential items to include major facility repairs involving roofing, environmental controls, plumbing, appliances or essential furniture and equipment ("**Reserve**"). Not later than thirty (30) days after a written draw from Santa Paula, the County will disburse monies from the Reserve. The County will disburse requested funds when it is shown there is insufficient revenue to pay unforeseen costs, including without limitation damage or repairs, that, if not paid within a specified time, would prevent the operation of the Shelter in accordance with the objectives in this Agreement.

e. **Additional Revenue for Base Shelter Operations**

The Shelter Operator will need to raise funds to support the Base Operating Expense (BOE) not covered by the amounts in this Agreement. Once the BOE is funded, any funding received for operations and maintenance including grants, private donations, or other funds to support the Base Operating Expense, Participating Cities and County's respective financial contributions shall be

proportionately reduced so that Participating Cities and County benefit in proportion to their respective financial contributions. Any proportional reduction in each party's financial contribution made pursuant to this paragraph will be made regardless of whether that additional revenue was individually or jointly pursued or awarded. Private donations directly given to Spirit, the cities, County, or any non -profit for the operation of the shelter shall be deemed to be under the control of the recipient, which shall have sole discretion over its use. The Shelter Operator will provide a list of grants applied for and philanthropic inquiries at the end of each quarter.

2. PROGRAM OBJECTIVE AND PERFORMANCE

Participating Cities and County agree that the following are goals, practices and principles that shall govern the operation of the Shelter. The City of Santa Paula shall include such goals, practices, and principles in this Section 2 in its Operating Agreement with the Shelter Operator.

a. Service Model

i. The Shelter Operator will provide a safe place for homeless individuals to stay and stabilize while partnering with service providers to develop a plan for safe, secure, and permanent housing. The primary purpose of the Shelter beyond temporary sheltering is to leverage community resources that will assist homeless individuals in quickly securing and moving into suitable permanent housing and in achieving long-term housing stability.

ii. The Shelter Operator will participate in the Ventura County Continuum of Care's Coordinated Entry System, Pathways to Home, and will enter all Shelter occupants into the Ventura County Homeless Management Information System.

iii. The Shelter Operator will operate and develop the appropriate individualized case plan for each Shelter occupant that is client-centered, culturally, and linguistically appropriate, trauma-informed, and sensitive to the wide ranges of needs of the Shelter occupants, with the goal to transition the Shelter occupant to stable and affordable housing.

iv. The following competencies are integral parts of the program design and operation of the Shelter:

(1) Low-barrier access and services

(2) Housing first

(3) Harm reduction

(4) Trauma-informed care

(5) Client-centered

b. Program and Service Components

i. Participating Cities and County encourage the Shelter Operator to implement the following program objectives:

(1) Manage program resources, including reasonable pursuit of grants to offset financial contributions from the Parties to this Agreement, to achieve cost efficiencies and effectiveness and to facilitate services to as many Shelter occupants as feasible;

(2) Expand the capacity to serve Shelter occupants by facilitating the delivery of services of multiple service providers;

(3) Seek additional resources to augment emergency shelter and housing opportunities for Shelter occupants; and

(4) Refer families with children to the County of Ventura Human Services Agency for alternative sheltering options such as CalWORKs Housing Support Program and other transitional housing options within one business day of admission to shelter.

ii. Participating Cities and County encourage Shelter Operator to work with each Shelter occupant to create an individualized case plan and provide the resources to achieve such a plan toward securing housing. To achieve these objectives, Participating Cities and County encourage Shelter Operator to perform, at a minimum, the following services and functions:

(1) Connect Shelter occupants to needed resources (income, counseling, substance abuse, etc.) by:

(a) Developing a personalized housing plan;

(b) Supporting Shelter occupants in managing their own lives within the scope of their resources and abilities;

(c) Providing housing location and counseling services;

(d) Establishing relationships with private and public property owners and rental agencies;

(e) Assisting to provide permanent housing opportunities to Shelter occupants; and

(f) Assisting with housing applications.

(2) The case management services shall include the development of an individualized service plan based on needs, circumstances, and market conditions, focused on helping individuals find and keep stable housing and linkages to other community-based support services.

c. **Reporting and Accountability Review**

i. City of Santa Paula will provide quarterly reporting in a format provided by the County to be completed by the Shelter Operator so that goals can be assessed, this will include a quarterly Performance Report from the Homeless Management Information

System. The City of Santa Paula will implement a performance-based outcome specific payment structure that includes the following performance goals for the Shelter Operator, and will reduce Shelter Operator invoice payment by five percent (5%) should fewer than four of the following five goals be attained:

(1) Exits to Positive Destinations: Shelter Operator shall facilitate exits to permanent housing or other positive destinations for at least 30% of shelter residents.

(2) Housing Plans: Shelter Operator shall develop housing plans for each shelter resident within 30 days of entering the shelter.

(3) Length of Stay: Shelter Operator shall ensure an average length of stay of 180 days or less for non-permanent supportive housing (non-PSH) clients entering the facility on or after July 1, 2025.

(4) Occupancy Rate: Shelter Operator shall maintain a minimum shelter occupancy rate of 90%.

(5) Enrollment in Coordinated Entry System: Shelter Operator will enter clients into the Coordinated Entry System within one week of client entry into the shelter.

ii. City of Santa Paula will process payments to the Shelter Operator within 30 days of receipt of complete and adequate documentation as outlined in their 2025-2026 Operating Agreement and provide documentation of same to County following payment.

iii. Participating Cities and County shall review the performance of the Shelter Operator at least quarterly to assess whether, using its best efforts, all goals are being pursued.

iv. In addition to the performance and reporting above, Shelter Operator is expected to reduce the overall number of individuals experiencing unsheltered homelessness within the City of Santa Paula and the City of Fillmore.

3. TERM AND TERMINATION

a. The initial term of this Agreement shall begin on July 1, 2025 upon execution by all Parties, and expire on June 30, 2026, ("**Initial Term**"). On or before April 1, 2026, the Parties will meet and review Shelter Operator's performance and discuss a potential future budget for the Shelter pursuant to Section 1 of this Agreement. The Parties have no obligation to extend the Agreement beyond the Initial Term ending June 30, 2026, and any renewal or modification is contingent on the approval of the respective Parties' governing bodies.

4. INDEMNITY AND INSURANCE AND HOLD HARMLESS PROVISIONS

a. Since the City of Santa Paula is contracting with the Shelter Operator, and the Shelter Operator will have the primary responsibility for the Shelter operations, the City of Santa Paula will, at its sole cost and expense, obtain and maintain in full force during the term of this Agreement the following types of insurance:

i. General Liability "occurrence" coverage in the minimum amount of $2,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and $4,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, and broad form blanket contractual.

ii. Automobile Liability coverage in the minimum amount of $1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also, to include uninsured/underinsured motorists coverage in the minimum amount of $100,000 when there are owned vehicles.

iii. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of contractor and Employer's Liability in the minimum amount of $1,000,000.

b. All insurance required will be primary coverage as respects the Parties and any insurance or self-insurance maintained by the County and the City of Fillmore will be excess of the City of Santa Paula's insurance coverage and will not contribute to it.

c. The Parties are to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

d. The County of Ventura, its boards, agencies, departments, districts, officers, employees, agents, and volunteers are to be named as Additional Insured as respects work done by the City of Santa Paula under the terms of this Agreement on all policies required (except Workers' Compensation).

e. The City of Fillmore, its council, boards, agencies, departments, districts, officers, employees, agents, and volunteers are to be named as Additional Insured as respects work done by the City of Santa Paula under the terms of this Agreement on all policies required (except Workers' Compensation).

f. The City of Santa Paula agrees to waive all rights of subrogation against the City of Fillmore, the County of Ventura, their boards, agencies, departments, officers, employees, agents, and volunteers for losses arising from work performed by the City of Santa Paula under the terms of this Agreement as it pertains to Workers' Compensation.

g. Policies will not be canceled, non-renewed, or reduced in scope of coverage until after sixty (60) days written notice has been given to the County's Risk Management Division.

h. The City of Santa Paula agrees to provide all Parties with the following insurance documents on or before the effective date of this Agreement:

i. Certificates of Insurance for all required coverage.

ii. Additional Insured endorsements.

iii. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

iv. Failure to provide these documents will be grounds for immediate termination or suspension of this Agreement. The City of Santa Paula's obligation to provide evidence of insurance coverage may be wholly satisfied by providing a certificate of self-insurance.

i. As an alternative to subsections a. through h. above, the City of Santa Paula can contract with the Shelter Operator so that the Shelter Operator, at its sole cost and expense, obtains and maintains in full force during the term of this Agreement the insurance specified in subsections a. through h. above on behalf of all parties. Such Shelter Operator insurance would be primary coverage. In the event that the Shelter Operator fails to provide or maintain such coverage, the City of Santa Paula's obligation to provide insurance set forth in this Section 4 shall apply.

j. The Participating Cities shall defend, indemnify and hold harmless the County, its Board of Supervisors, officers, directors, districts, agents, employees and volunteers from and against all third party demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the grossly negligent or intentional acts or omissions of the Participating Cities, their officers, directors, agents, employees, or subcontractors. With respect to Santa Paula's obligations under this paragraph, "performance of the Agreement" does not include Shelter Operator's operation of the Shelter.

k. The County shall defend, indemnify, and hold harmless the Participating Cities, their officers, directors, districts, agents, employees, and subcontractors from and against all third party demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorney's fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the grossly negligent or intentional acts or omissions of the County's Board of Supervisors, officers, directors, agents, employees, or volunteers.

l. It is the intention of the Parties that the indemnity provisions of this section be interpreted to impose on each Party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers. It is also the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to the fault of that Party, its officers, directors, agents, employees, volunteers.

m. City of Santa Paula shall require, as part of its 2025-2026 Operating Agreement with the Shelter Operator, that Shelter Operator agree to defend, indemnify and hold harmless the County and City of Fillmore and their respective officials, officers, directors, districts,

agents, employees and volunteers (each individually, "Indemnified Party"), from and against all third party demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from Shelter Operator's operation of the Shelter, except for those resulting from an Indemnified Party's gross negligence or intentional misconduct.

5. LEGAL COMPLIANCE

The Parties, in expending funds which will be used by Shelter Operator to operate the Shelter as contemplated in this Agreement, shall comply with all applicable federal, state, and local laws, regulations and ordinances.

6. GOVERNING LAW; JURISDICTION

This Agreement and all matters pertaining thereto will be construed and enforced according to the laws of the State of California. Any litigation or other court proceeding shall take place in the state or federal courts located in the State of California, and the Parties will accept the exclusive jurisdiction of these courts. Venue shall be in the County of Ventura, California.

7. NOT CONSTRUED AGAINST DRAFTER

This Agreement has been negotiated and prepared by the Parties and their respective counsel, and should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one Party.

8. DISCLAIMER OF RELATIONSHIP

Nothing in this Agreement will be deemed or construed to create any relationship of principal and agent, limited or general partnership, joint venture, or any association among the Parties.

9. SEVERABILITY

If any provision of this Agreement shall be declared invalid, inoperative or unenforceable by a final judgment or decree of a court of competent jurisdiction such invalidity or unenforceability of such provision shall not affect the remaining parts of this Agreement which are hereby declared by the parties to be severable from any other part which is found by a court to be invalid or unenforceable.

10. DISPUTE RESOLUTION

If the Parties have a dispute that they are unable to resolve at the staff level, any of the Parties may escalate the dispute to the executive staff level (*i.e.*, to the City Managers and the County Executive Officer) by submitting a signed and dated request for dispute resolution. If the City Managers and the County Executive Officer are unable to resolve the dispute, the item in dispute may be presented to the City Councils and the County Board of Supervisors for resolution.

11. ENTIRE AGREEMENT; AMENDMENT; WAIVER

Unless explicitly stated otherwise in this Agreement, this Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Agreement can only be amended or modified in a writing signed by authorized representatives of each of the Parties. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged.

12. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages of one or more counterpart copies may be removed from such counterpart copies and all attached to the same copy of this Agreement, which, with all attached signature pages, shall be deemed to be an original.

[Remainder of page intentionally left blank.]

COUNTY OF VENTURA

Dr. Sevet Johnson
County Executive Officer

APPROVED AS TO FORM

Francesca S. Verdin
Assistant County Counsel
County of Ventura

CITY OF SANTA PAULA

Dan Singer
City Manager

ATTEST:

Julie Latshaw
City Clerk

APPROVED AS TO FORM

Monica Castillo
City Attorney

CITY OF FILLMORE

Mark Austin
Mayor

ATTEST:

Olivia Carrera Lopez
City Clerk

APPROVED AS TO FORM

Tiffany Israel
City Attorney

EXHIBIT A

FY 2025-2026 Projected Operating Budget

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Julie Latshaw, City Clerk

Subject: DESIGNATION OF VOTING DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE & EXPO - OCTOBER 8-10, 2025

Date: October 1, 2025

Agenda Item: 12.B

RECOMMENDATION:

Staff recommends that the City Council:

Nominate a voting delegate and alternate delegate to participate in the 2025 League of California Cities Annual Conference.

Presented by: Julie Latshaw, City Clerk

BACKGROUND:

Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy. Each City is asked to designate a voting delegate and an alternate who plans to attend the 2025 League of California Cities Annual Conference. The voting delegate votes on behalf of the City on conference resolutions that will guide cities and the League in efforts to improve the quality, responsiveness and vitality of local government in California.

ANALYSIS:

To date, the City has yet to receive any proposed resolutions or changes to the League's bylaws or policies. As proposals or resolutions are received from the League, they will be forwarded to the Mayor to determine whether or not those items should come before the full Council for consideration prior to a vote of the League membership.

Traditionally, the Mayor serves as the voting delegate when they are attending the conference, or an alternate is chosen by the Council in advance of the conference. This year, all five Councilmembers have registered to attend the annual conference, therefore it is recommended the Council designate the Mayor as the City's delegate for the October conference and at least one other Councilmember as the alternate.

STRATEGIC PLAN:

This item is not a goal or objective in City Council's two-year Strategic Plan. However, nominating a delegate to speak on behalf of the City of Santa Paula meets the Council's mission to providing and continually creating a safe, sustainable, and innovative place to live, work and thrive.

FISCAL IMPACTS:

There are no fiscal impacts associated with this item.

OPTIONS:

Should the Mayor prefer not to participate, Council may select from among any of its members since all will be attending this year's conference. In the event no member of the City Council wishes to participate in the annual meeting, the City of Santa Paula will be without a vote on the items that may be of importance to the City of Santa Paula.

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: October 1, 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:

10.01.2025 Future Agenda Items lm.docx

Santa Paula City Council Tentative Agenda Schedule

	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	EV Fast Charger Installation & Maintenance Agreement	
Finance	Master Fee Schedule	
Admin	Committee/Commission Interview & Appointments	
	Regular Meeting November 5 - 6:30pm	
Finance	Year End & First Qtr. Financial Report	
Finance	Measure T Audit	
Finance	Community Facilities District & Developer Agreement	
PD	Police Department Report	
	STUDY SESSION TOPICS	
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
	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	Animal Shelter Agreement	TBD
CDD	Athens Rate Adjustment Request	TBD

Activities associated with the Council's Strategic Plan*

Updated 9/24/25