

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council
From: Lucy Blanco, Deputy City Clerk
Subject: Approval of Minutes from the Regular Meetings of June 1, 2015.
Date: September 15, 2015

Recommendation: It is recommended that the City Council approve the Minutes from the Regular Meeting of June 1, 2015.

Attachment(s): Minutes of the Regular Meeting of June 1, 2015.

CALL TO ORDER

Mayor Procter called the meeting to order at 5:05 p.m.

ROLL CALL

Councilmember Jenny Crosswhite, Councilmember Ginger Gherardi, Councilmember James A. Tovias, Vice Mayor Martin F. Hernandez and Mayor John Procter responded to roll call. City Manager Jaime M. Fontes, City Attorney John C. Cotti and City Clerk Judy Rice were also present.

PUBLIC COMMENT

No public comment.

CLOSED SESSION

- A. **Public Employee Performance Evaluation**– *Government Code § 54957.*
Title: City Manager

Mayor Procter recessed the City Council to a closed session at 5:05 p.m. and reconvened the City Council into the Regular Meeting at 6:34 p.m. Mayor Procter recessed the City Council at 6:34 p.m.

CALL TO ORDER

Mayor Procter called the meeting to order at 6:40 p.m. Reverend Al Guilin led the invocation and Mayor Procter led the flag salute.

ROLL CALL

Councilmembers Jenny Crosswhite, Ginger Gherardi and James A. Tovias, Vice Mayor Martin F. Hernandez and Mayor John Procter responded to roll call. City

Manager Jaime M. Fontes, City Attorney John C. Cotti, City Clerk Judy Rice Clerk and Deputy City Clerk Lucy Blanco were also present.

CLOSED SESSION REPORT

No reportable action.

PUBLIC COMMENT

Ginger Gherardi presented to the City a check for \$7,500 for the 4th of July fireworks.

Councilmember Tovias thanked Councilmember Gherardi for her efforts with raising funds for the fireworks.

COMMUNICATIONS

No communications.

APPROVAL OF FINAL AGENDA

It was moved by Councilmember Gherardi, seconded by Councilmember Tovias to approve final agenda as presented. All were in favor and the motion carried.

CONSENT CALENDAR

Mayor Procter pulled Item 9F. It was moved by Councilmember Tovias, seconded by Councilmember Crosswhite to approve consent calendar as amended. All were in favor and the motion carried.

- A. Waiver of Reading of Ordinances and Resolutions– Waive reading of Ordinances and Resolutions appearing on the Agenda.
- B. Warrants & Certificates – Review, approve, and file the attached warrants and certifications. Finance Director Sandra K. Easley's report dated May 4, 2015.

- C. Planning Commission Action Report- It is recommended that the City Council receive and file the Planning Director's report regarding Planning Commission actions taken on May 26, 2015. Alternatively, in accordance with SPMC.
- D. Award Railroad Station Parking Lot Improvements Project to Granite Construction Company - It is recommended that the City Council: (1) allocate \$27,137.00 from the approved FY14/15 Capital Improvement Program budget for the Handicap Access Ramps Program; (2) authorize the City Manager to execute a contract with Granite Construction Company for \$24,670.00 in a form approved by the City Attorney; and (3) take such additional, related action that may be desirable. Interim Public Works Director and Capital Projects Engineer John L. Iasin's report dated May 27, 2015.
- E. Notice of Completion for the March Street Fence Installation Project- It is recommended that the City Council: (1) accept the work performed by Fence Factory; (2) authorize City staff to file the Notice of Completion with the County Recorder; (3) authorize City staff to proceed with the closeout of this projects and (4) take such additional, related action that may be desirable. Interim Public Works Director and Capital Projects Engineer John L. Iasin's report dated May 27, 2015.
- G. Approval of Employment Benefits for Part-time, Temporary and Seasonal Employees in Compliance with the Affordable Care Act and the California Paid Sick Leave Law (AB 1522) – It is recommended that the City Council: (1) adopt Resolution No. 6931 recognizing the City's commitment to comply with the Federal Affordable Care Act (ACA) and AB 1522; (2) authorizing new benefits for part-time and temporary employees under the ACA and AB 1522; and (3) take such additional, related action that may be desirable. **RESOLUTION NO. 6931** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA APPROVING ADDITIONAL BENEFITS FOR PART-TIME AND TEMPORARY EMPLOYEES UNDER THE AFFORDABLE CARE ACT EMPLOYER SHARED RESPONSIBILITY AND THE CALIFORNIA PAID SICK LEAVE LAW. Human Resources Manager Lorena Alvarez' report dated May 19, 2015.

CONSENT CALENDAR (SEPARATE ACTION ITEMS)

- F. Approval of Professional Services Agreement to Kennedy Jenks Consultants for Citywide Water and Sewer Systems Design- It is

recommended that the City Council: (1) allocate \$341,509.00 from the approved FY 14/15 Capital Improvement Program budgets for water main replacement, sewer pipeline rehabilitation, sewer manhole rehabilitation/replacement, slurry seal and pavement overlay, and sidewalk improvements; (2) authorize the City Manager to execute a professional services agreement with Kennedy Jenks Consultants for \$341,509.00 in a form approved by the City Attorney; and (3) take such additional, related action that may be desirable. Interim Public Works Director Brian J. Yanez and Capital Projects Engineer John L. Ilasin's report dated May 27, 2015.

It was moved by Mayor Procter, seconded by Councilmember Gherardi to allocate \$341,509.00 from the approved FY 14/15 Capital Improvement Program budgets for water main replacement, sewer pipeline rehabilitation, sewer manhole rehabilitation/replacement, slurry seal and pavement overlay, and sidewalk improvements; and authorize the City Manager to execute a professional services agreement with Kennedy Jenks Consultants for \$341,509.00 in a form approved by the City Attorney. All were in favor and the motion carried.

PUBLIC HEARING

A. Transfer of Delinquent Sewer and Water Charges to Tax Roll -

Upon Verification of posting by the City Clerk, Mayor Procter opened the public hearing at 6:55 p.m.

Finance Director Sandra K. Easley's report dated May 21, 2015.

It was moved by Councilmember Gherardi, seconded by Councilmember Tovias to accept delinquent charges as described and adopt Resolution No. 6932 authorizing the City Clerk to record the obligations with the Ventura County Recorder and Ventura County Auditor for recordation of the obligations and inclusion of the delinquent charges on the 2015-2016 tax roll. All were in favor and the motion carried.

Mayor Procter closed the public hearing at 6:57 p.m.

RESOLUTION NO. 6935

A RESOLUTION ORDERING DELINQUENT SEWER/WATE SERVICE CHARGES BE ASSESSED AGAINST THE PROPERTY OWNERS AND

PROPERTIES AND SUCH CHARGES BE TRANSFERRED TO THE COUNTY TAX ROLLS.

B. Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing for Santa Paula Village Apartments -

Upon Verification of posting by the City Clerk, Mayor Procter opened the public hearing at 6:59 p.m.

Assistant to the City Manager Elisabeth Paniagua's report dated May 27, 2015.

It was moved by Councilmember Gherardi, seconded by Councilmember Tovas to hold the public hearing called a TEFRA Hearing related to the proposed issuance by the California Statewide Communities Development Authority of up to \$8,000,000 in Multifamily Housing Revenue Bonds and adopt Resolution No. 6935 approving the issuance by the California Statewide Communities Development Authority of said bonds. All were in favor and the motions carried.

Mayor Procter closed the public hearing at 7:10 p.m.

RESOLUTION NO. 6935

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SANTA PAULA APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS FOR SANTA PAULA VILLAGE.

ORDER OF BUSINESS

A. Discussion and Public Comment on the Development of the Fiscal Year 2015-2016 City Council Budget Goals and Priorities Council -

City Manager Jaime M. Fontes' report dated May 6, 2015.

City Manager Fontes stepped down from the dais.

Mr. Mike Sedel joined the Council to provide a detailed update on the City Council Budget Goals and Priorities.

RECESSED TO A BREAK

Mayor Procter recessed the City Council to a break at 8:27 p.m.

RECONVENED TO THE REGULAR MEETING

Mayor Procter reconvened the City Council at 8:37 p.m.

Several department staff was asked to speak and answer questions at the podium regarding their department budget.

The Council went over each item on the Goals list.

Councilmember Gherardi requested that Council be provided with a quarterly budget update with detailed information on what and how much is being spent on each line item so that they can make the decision necessary.

It was moved by consensus to give direction to staff to bring back a proposed budget on June 15 that will be balanced by the Council.

B. Discussion of the City Council's Summer Meeting Schedule -

City Manager Jaime M. Fontes' report dated May 6, 2015.

It was moved by Vice Mayor Hernandez, seconded by Councilmember Tovas to receive and file the report. All were in favor and the motion carried.

COMMUNICATIONS

No communications.

FUTURE AGENDA ITEMS

No future items.

ADJOURNMENT

Mayor Procter adjourned the Regular Meeting at 10:29 p.m. In memory of Augustine Yanez.

ATTEST:

Regular City Council Meeting
Monday, June 1, 2015
Administration Conference Room/Council Chambers

Judy Rice
City Clerk

Regular City Council Meeting
Monday, June 1, 2015

Council Meeting	<u>September 21, 2015</u>		Date	<u>9/14/2015</u>
VOIDED CHECKS	<u>From</u>	<u>Thru</u>	<u>Check No</u>	<u>Thru</u>
	7/23/2015	7/23/2015	304661	304661
	8/18/2015	8/18/2015	304765	304765
	8/6/2015	8/6/2015	304922	304922
INVOICES	<u>From</u>	<u>Thru</u>	<u>Check No</u>	<u>Thru</u>
	8/6/2015	8/6/2015	304851	304921
	8/6/2015	8/6/2015	304923	304984
	8/12/2015	8/12/2015	304985	304985
	8/14/2015	8/14/2015	304986	304986
	8/14/2015	8/14/2015	305002	305002
	8/20/2015	8/20/2015	305003	305152
	8/28/2015	8/28/2015	305153	305167
	8/31/2015	8/31/2015	305168	305181
WIRE TRANSFERS	<u>From</u>	<u>Thru</u>	<u>Check No</u>	<u>Thru</u>
	8/5/2015	8/5/2015	990500	990500
	8/19/2015	8/19/2015	990501	990501
	8/14/2015	8/14/2015	990502	990503
	8/5/2015	8/5/2015	990504	990505
	8/18/2015	8/18/2015	990506	990506
	8/12/2015	8/12/2015	990507	990507
	8/19/2015	8/19/2015	990508	990508
	8/25/2015	8/25/2015	990510	990510
	8/26/2015	8/26/2015	990511	990511
	8/28/2015	8/28/2015	990512	990512
			Sub-total	<u>\$1,353,250.00</u>
PAYROLL	PAY DATE			
	8/12/2015		145.09	
	8/14/2015		268,594.54	
	8/28/2015		266,197.60	
			Sub-total	<u>534,937.23</u>
			Grand total	<u><u>\$1,888,187.23</u></u>

CERTIFICATION OF SALARIES

BEG. CHK #: 144962
ENDING CHK #: 144962

PAYROLL ENDING: 08/23/2015
PAY DATE: 08/12/2015

Void Checks:

100	GENERAL FUND	
103	CABLE TELEVISION	
204	CAL OIL MUSEUM FUND	
206	STORMWATER PROGRAM	
226	PARKLAND FACILITIES	
280	STATE GAS TAX FUND	
281	LOCAL TRANSPORTATION/LTF/TDA	
312	CA USED OIL BLOCK GRANT	
405	AAA-AREA AGCY ON AG	\$145.09
450	HUD-CDBG	
503	GHAD-GEO HAZ ABATE DIST	
610	SEWER ENTERPRISE FUND	
620	WATER ENTERPRISE FUND	
702	EQUIP. MAINT. FUND	

\$145.09

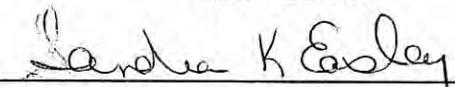
CERTIFICATION
ALLOWED BY THE CITY COUNCIL
September 21, 2015

JUDY RICE, CITY CLERK

PREPARED BY:


NATALIE SEGOVIA - ACCOUNTING TECHNICIAN

AUDITED BY:


SANDRA K. EASLEY - FINANCE DIRECTOR

CERTIFICATION OF SALARIES

BEG. CHK #: 144931
ENDING CHK #: 144961

PAYROLL ENDING: 08/09/2015
PAY DATE: 08/14/2015

Void Checks:

100	GENERAL FUND	\$216,583.78
103	CABLE TELEVISION	\$47.44
115	GENERAL RECREATION PRO	\$77.02
204	CAL OIL MUSEUM FUND	\$2,077.65
205	NPDES STORMWTR QLTY	\$28.12
206	STORMWATER PROGRAM	\$545.93
280	STATE GAS TAX FUND	\$7,176.63
281	LOCAL TRANSPORTATION/LTF/TDA	\$268.19
312	CA USED OIL BLOCK GRANT	\$71.84
405	AAA-AREA AGCY ON AG	\$742.12
450	HUD-CDBG	\$2,137.88
610	SEWER ENTERPRISE FUND	\$3,191.13
620	WATER ENTERPRISE FUND	\$30,656.60
702	EQUIP. MAINT. FUND	\$4,990.21

\$268,594.54

CERTIFICATION
ALLOWED BY THE CITY COUNCIL
September 21, 2015

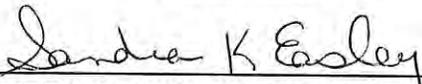
JUDY RICE, CITY CLERK

PREPARED BY:



NATALIE SEGOVIA - ACCOUNTING TECHNICIAN

AUDITED BY:



SANDRA K. EASLEY - FINANCE DIRECTOR

CERTIFICATION OF SALARIES

BEG. CHK #: 144963

ENDING CHK #: 144990

PAYROLL ENDING: 08/23/2015

PAY DATE: 08/28/2015

Void Checks:

100	GENERAL FUND	
103	CABLE TELEVISION	\$213,591.10
115	GENERAL RECREATION PRO	\$47.44
204	CAL OIL MUSEUM FUND	\$78.61
205	NPDES STORMWTR QLTY	\$2,077.48
206	STORMWATER PROGRAM	\$17.89
226	PARKLAND FACILITIES	\$553.58
280	STATE GAS TAX FUND	\$29.63
281	LOCAL TRANSPORTATION/LTF/TDA	\$7,727.62
405	AAA-AREA AGCY ON AG	\$804.74
409	TEA TTRANS ENHANCEMENT ACT	\$499.82
450	HUD-CDBG	\$8.95
610	SEWER ENTERPRISE FUND	\$2,161.45
620	WATER ENTERPRISE FUND	\$2,592.40
702	EQUIP. MAINT. FUND	\$30,876.84
		\$5,130.05

\$266,197.60

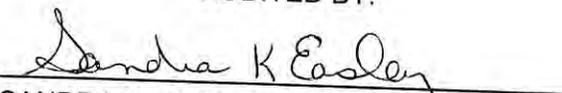
CERTIFICATION
ALLOWED BY THE CITY COUNCIL
September 21, 2015

JUDY RICE, CITY CLERK

PREPARED BY:


NATALIE SEGOVIA - ACCOUNTING TECHNICIAN

AUDITED BY:


SANDRA K. EASLEY - FINANCE DIRECTOR

CERTIFICATION OF CHECKS

CHECK NO.:	304851	THRU:	304921	DATED:	August 6, 2015
CHECK NO.:	304923	THRU:	304984	DATED:	August 6, 2015
CHECK NO.:	304985	THRU:	304985	DATED:	August 12, 2015
CHECK NO.:	304986	THRU:	305001	DATED:	August 14, 2015
CHECK NO.:	305002	THRU:	305002	DATED:	August 14, 2015
CHECK NO.:	305003	THRU:	305152	DATED:	August 20, 2015
CHECK NO.:	305153	THRU:	305167	DATED:	August 28, 2015
CHECK NO.:	305168	THRU:	305181	DATED:	August 31, 2015
DRAFT:	990500	THRU:	990500	DATED:	August 5, 2015
DRAFT:	990501	THRU:	990501	DATED:	August 19, 2015
DRAFT:	990502	THRU:	990503	DATED:	August 14, 2015
DRAFT:	990504	THRU:	990505	DATED:	August 5, 2015
DRAFT:	990506	THRU:	990506	DATED:	August 18, 2015
DRAFT:	990507	THRU:	990507	DATED:	August 12, 2015
DRAFT:	990508	THRU:	990508	DATED:	August 19, 2015
DRAFT:	990510	THRU:	990510	DATED:	August 25, 2015
DRAFT:	990511	THRU:	990511	DATED:	August 26, 2015
DRAFT:	990512	THRU:	990512	DATED:	August 28, 2015
VOIDED CHECK NO.:	304661	THRU:	304661	DATED:	July 23, 2015
VOIDED CHECK NO.:	304765	THRU:	304765	DATED:	August 18, 2015
VOIDED CHECK NO.:	304922	THRU:	304922	DATED:	August 6, 2015

ACCOUNTS PAYABLE CHECKS ISSUED

COUNCIL MEETING DATE: August 17, 2015

AMOUNT OF CERTIFICATION: \$ 1,353,250.00

DISTRIBUTION BY FUND

100 GENERAL FUND	\$484,918.32
103 CABLE TELEVISION FUND	\$34.83
115 RECREATION PROGRAM	\$13,530.59
204 CA. OIL MUSEUM FUND	\$5,235.68
205 NPDES STORMWATER QUALITY	\$895.36
206 STORMWATER PROGRAM	\$647.91
219 INCLUSIONARY HOUSING ORG	\$390.00
220 LIBRARY EXPANSION	\$195.00
221 LAW ENFORCEMENT FACILITY	\$195.00
222 FIRE PROTECTION FACILITY	\$195.00
223 PUBLIC MEETING FACILITIES	\$195.00
224 AIR QUALITY IMPACT FEE	\$195.00
225 GENERAL GOVT FACILITIES	\$195.00
226 PARKLAND FACILITIES IMPACT	\$213.95
227 SEWER COLLECTIONS	\$195.00
228 STORM DRAIN FACILITIES	\$195.00
229 SVCS-DESIGN/STUDY	\$195.00
280 STATE GAS TAX	\$77,713.97
281 LOCAL TRANSPORTATION TAX/LTF/TDA	\$41,901.31
305 BEV CONTAINER RECYCLING	\$1,000.00
311 SLESF-COPS (AB1913)	\$4,474.19
312 CA USED OIL BLOCK GRANT	\$12.30
405 AAA (AREA AGENCY ON AGING	\$1,312.81
409 TEA TRANS ENHANCEMENT ACT	\$0.88
450 HUD - CDBG	\$5,810.52
500 HILLSBOROUGH OPEN SPACE MAINT	\$390.00
610 SEWER ENTERPRISE	\$227,097.17
620 WATER ENTERPRISE	\$409,957.71
702 EQUIPMENT MAINTENANCE FUND	\$20,002.23
800 CASH DEPOSIT TRUST FUND	\$47,068.75
803 HARDING PARK TRUST	\$6,561.08
804 DLA FOR FORMER RDA	\$2,325.44
TOTAL FUND DISTRIBUTION	\$1,353,250.00

PREPARED BY: Wendy Morris
 WENDY MORRIS
 ACCOUNTING TECHNICIAN

AUDITED BY: Sandra K. Easley
 SANDRA K. EASLEY
 FINANCE DIRECTOR

ALLOWED BY CITY COUNCIL

DATE: August 17, 2015

EXCEPT: _____

CITY CLERK: _____
 JUDY RICE

VENDOR SET: 01 City of Santa Paula

BANK: * ALL BANKS

DATE RANGE: 8/01/2015 THRU 8/31/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0711	SANTA PAULA TIMES							
0711	SANTA PAULA TIMES							
M-CHECK	SANTA PAULA TIMES	UNPOST V	8/18/2015			304765		36.00CR
3809	LARSON, BRITTNEE							
3809	LARSON, BRITTNEE							
C-CHECK	LARSON, BRITTNEE	UNPOST V	8/06/2015			304922		72.00CR
3809	LARSON, BRITTNEE							
3809	LARSON, BRITTNEE							
M-CHECK	LARSON, BRITTNEE	UNPOST V	8/18/2015			304922		72.00CR

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00

VOID CHECKS:	2 VOID DEBITS	0.00		
	VOID CREDITS	180.00CR	180.00CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: * TOTALS:	2	180.00CR	0.00	0.00
BANK: * TOTALS:	2	180.00CR	0.00	0.00

VENDOR SET: 01 City of Santa Paula

BANK: AP ACCOUNTS PAYABLE

DATE RANGE: 8/01/2015 THRU 8/31/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2186	BARNES FLEET SERVICE	V	7/23/2015			304661		330.90
2186	BARNES FLEET SERVICE							
2186	BARNES FLEET SERVICE							
M-CHECK	BARNES FLEET SERVICE	UNPOST V	8/27/2015			304661		330.90CR
2793	101 JUMPERS	R	8/06/2015			304851		210.00
0129	MASAHISA, OTAGIRI	R	8/06/2015			304852		1,776.38
0004	ADVANCED OFFICE AUTOMATION INC	R	8/06/2015			304853		15.00
3254	AGUILERA, ADAM	R	8/06/2015			304854		36.00
0764	AIM INC	R	8/06/2015			304855		2,005.87
3816	AMBRIZ, GABRIELA	R	8/06/2015			304856		372.00
1702	ANDERSON-KULWIEC APPLEBY	R	8/06/2015			304857		3,875.00
1048	ANDY'S PLUMBING PLACE	R	8/06/2015			304858		881.09
1053	APARICIO, EILEEN	R	8/06/2015			304859		1,391.65
1080	ARAMARK UNIFORM SERVICES INC	R	8/06/2015			304860		731.78
3814	ARENAS, EUGENIA	R	8/06/2015			304861		342.40
1297	ASSOCIATION OF WATER AGENCIES	R	8/06/2015			304862		150.00
1253	BAY ALARM	R	8/06/2015			304863		250.50
3403	BEE LOVED FLORIST	R	8/06/2015			304864		96.75
2369	BLANCO-RAMIREZ, LUCY	R	8/06/2015			304865		35.44
1068	STATE OF CALIFORNIA BOARD OF E	R	8/06/2015			304866		40,649.00
1110	BOWMAN CAR WASH	R	8/06/2015			304867		480.00
1151	C.O.R. PLUMBING SUPPLIES	R	8/06/2015			304868		40.55
2679	CAL-STATE AUTO PARTS	R	8/06/2015			304869		57.97

VENDOR SET: 01 City of Santa Paula

BANK: AP ACCOUNTS PAYABLE

DATE RANGE: 8/01/2015 THRU 8/31/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2170	CALIFORNIA ELECTRICAL SUPPLY	R	8/06/2015			304870		64.46
3819	CANNIFF, MARLEEN	R	8/06/2015			304871		1,740.00
1290	CARQUEST AUTO PARTS	R	8/06/2015			304872		66.26
3817	CASTELLON, ALFONSO	R	8/06/2015			304873		428.00
1336	CDCE INC.	R	8/06/2015			304874		247.48
1073	CLARK II CORP, JE	R	8/06/2015			304875		10,247.83
2633	COHN, BRADLY	R	8/06/2015			304876		80.00
1097	COLEMAN LANDSCAPING	R	8/06/2015			304877		170.00
1109	COMMUNITY ASSISTANCE OF SANTA	R	8/06/2015			304878		1,079.93
1112	COMPLIANCE TRAINING SERVICE	R	8/06/2015			304879		3,264.95
1133	CONSTRUCTION & RIGGING SUPPLY	R	8/06/2015			304880		25.04
1138	COPY COURT, THE	R	8/06/2015			304881		183.69
1161	CRAGOE PEST SERVICES INC	R	8/06/2015			304882		170.00
1164	CRANE PRINTING	R	8/06/2015			304883		870.75
1811	DE LAGE LANDEN	R	8/06/2015			304884		1,166.40
1196	DECISIONONE CORP	R	8/06/2015			304885		22.50
2193	DERMATOLOGY & ALLERGY CLINIC F	R	8/06/2015			304886		57.15
3724	DIRECT TV	R	8/06/2015			304887		70.99
3141	DOMINO'S PIZZA OFFICE	R	8/06/2015			304888		334.11
0387	ERS INDUSTRIAL SERVICES, INC	R	8/06/2015			304889		257,252.70
0187	F M PEARCE Company	R	8/06/2015			304890		1,945.62
0395	FAMCON PIPE SUPPLY	R	8/06/2015			304891		3,809.81

VENDOR SET: 01 City of Santa Paula

BANK: AP ACCOUNTS PAYABLE

DATE RANGE: 8/01/2015 THRU 8/31/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0440	FGL ENVIRONMENTAL, INC	R	8/06/2015			304892		1,886.00
1464	BUSINESS CARD	R	8/06/2015			304893		10,352.17
1952	FIRE STORE	R	8/06/2015			304894		2,384.45
2437	FMP UNIFORM CO.	R	8/06/2015			304895		325.71
1698	FRANK'S CLEANERS & LAUNDRY	R	8/06/2015			304896		325.00
0432	FRANK'S PAINT & HARDWARE	R	8/06/2015			304897		774.93
0441	FRUIT GROWERS SUPPLY CO	R	8/06/2015			304898		229.74
3710	GHERARDI, GINGER	R	8/06/2015			304899		312.82
0460	GIBBS INTERNATIONAL INC	R	8/06/2015			304900		150.53
0472	GONZALES, ARTHUR	R	8/06/2015			304901		124.80
0481	GRAINGER INC, W W	R	8/06/2015			304902		32.21
2800	GRANITE CONSTRUCTION COMPANY	R	8/06/2015			304903		179.03
1275	H BOLTON COMPANY	R	8/06/2015			304904		23.65
0512	HARPER, WALTER	R	8/06/2015			304905		21.30
1995	HAUMANN, RANDY	R	8/06/2015			304906		21.30
0520	HERITAGE HARDWARE	R	8/06/2015			304907		40.57
0533	HOME DEPOT CREDIT SERVICES	R	8/06/2015			304908		285.93
0537	HOUSE SANITARY SUPPLY	R	8/06/2015			304909		2,146.43
2623	HUNTINGTON HARDWARE CO., INC.	R	8/06/2015			304910		903.00
1723	ICC VENTURA REGION	R	8/06/2015			304911		50.00
0552	ICMA RETIREMENT CORPORATION	R	8/06/2015			304912		375.00
0574	INGLIS PET HOTEL	R	8/06/2015			304913		188.65

VENDOR SET: 01 City of Santa Paula
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 8/01/2015 THRU 8/31/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1935	INTER-VALLEY POOL SUPPLY	R	8/06/2015			304914		2,148.16
0580	INTERFACE CHILDREN FAMILY SVCS	R	8/06/2015			304915		2,500.00
3197	JOHNSON, JACI	R	8/06/2015			304916		483.44
0612	K-MART	R	8/06/2015			304917		134.14
2117	KATZ, NORM PSY.D.	R	8/06/2015			304918		800.00
3126	LACAL EQUIPMENT, INC.	R	8/06/2015			304919		1,421.97
0653	LAFCO	R	8/06/2015			304920		7,321.00
3544	LARRY WALKER ASSOCIATES	R	8/06/2015			304921		55.50
3809	LARSON, BRITTNEE	V	8/06/2015			304922		72.00
3809	LARSON, BRITTNEE							
3809	LARSON, BRITTNEE							
	M-CHECK LARSON, BRITTNEE	UNPOST	V 8/18/2015			304922		72.00CR
0061	LOWE'S	R	8/06/2015			304923		1,477.15
0071	M & M CARPET CLEANING	R	8/06/2015			304924		550.00
1456	MACIAS, AUSTIN W	R	8/06/2015			304925		122.99
0079	MADISON, CODY	R	8/06/2015			304926		21.30
3438	MAGANA, FELICIA	R	8/06/2015			304927		80.00
3730	MAILFINANCE	R	8/06/2015			304928		1,192.24
2109	MANAGED HEALTH NETWORK	R	8/06/2015			304929		125.28
0106	MANNING, ROBERT DAVID	R	8/06/2015			304930		4,125.00
3700	MCCARTHY, DANIEL	R	8/06/2015			304931		42.60
2316	MENDEZ, MAYRA	R	8/06/2015			304932		276.00
3704	MONTIEL, AIXA	R	8/06/2015			304933		72.00

VENDOR SET: 01 City of Santa Paula

BANK: AP ACCOUNTS PAYABLE

DATE RANGE: 8/01/2015 THRU 8/31/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3475	MUNICIPAL EMERGENCY SERVICES I	R	8/06/2015			304934		18,715.75
3048	NAPA AUTO PARTS	R	8/06/2015			304935		808.85
1708	NEWEGG BUSINESS INC.	R	8/06/2015			304936		1,390.47
3054	NORWOOD, SHANE	R	8/06/2015			304937		21.30
2691	O'REILLY AUTOMOTIVE STORES, IN	R	8/06/2015			304938		1,066.24
0237	OFFICE DEPOT	R	8/06/2015			304939		99.78
0246	ON DUTY UNIFORMS & EQUIPMENT	R	8/06/2015			304940		1,027.54
3234	ONE STOP SHOP	R	8/06/2015			304941		246.98
3796	ONTIVEROS ANTHONY	R	8/06/2015			304942		120.00
0018	PADRE ASSOCIATES INC	R	8/06/2015			304943		4,241.45
2844	PARKHOUSE TIRE, INC.	R	8/06/2015			304944		2,363.52
1739	PLAYPOWER LT FARMINGTON, INC.	R	8/06/2015			304945		994.45
2731	PRO 911 SUPPORT SYSTEM	R	8/06/2015			304946		1,920.00
0286	PRO FORCE LAW ENFORCEMENT	R	8/06/2015			304947		5,158.34
2896	R.W. TOEDTER, LLC	R	8/06/2015			304948		7,322.69
0328	REES, JANINE	R	8/06/2015			304949		249.60
0378	SAFEWAY, INC.	R	8/06/2015			304950		214.68
0691	SANTA PAULA CHEVROLET	R	8/06/2015			304951		445.62
2213	SANTA PAULA FIREFIGHTERS ASSOC	R	8/06/2015			304952		144.00
0840	TAYLOR, JOSEPH	R	8/06/2015			304953		1,711.00
0711	SANTA PAULA TIMES	R	8/06/2015			304954		36.00
3467	SATICOY UPHOLSTERY	R	8/06/2015			304955		202.09

VENDOR SET: 01 City of Santa Paula

BANK: AP ACCOUNTS PAYABLE

DATE RANGE: 8/01/2015 THRU 8/31/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0728	SAWYER PETROLEUM	R	8/06/2015			304956		1,178.12
0795	SOUTHERN CALIFORNIA EDISON	R	8/06/2015			304957		90,187.76
3585	SP PIPE & SUPPLY	R	8/06/2015			304958		313.84
1144	STAPLES ADVANTAGE	R	8/06/2015			304959		95.64
1951	SUPPLY CACHE INC	R	8/06/2015			304960		698.50
2226	THOMPSON, CHRIS	R	8/06/2015			304961		104.65
2696	TORO ENTERPRISES, INC.	R	8/06/2015			304962		20,160.81
3739	TOTAL FUNDES BY HASLER	R	8/06/2015			304963		500.00
2070	TRAFFIC TECHNOLOGIES	R	8/06/2015			304964		1,759.48
1389	TYLER TECHNOLOGIES, INC	R	8/06/2015			304965		9,160.91
1891	ULINE	R	8/06/2015			304966		568.29
0719	UNITED ROTARY BRUSH CORPORATIO	R	8/06/2015			304967		452.48
0893	UNITED SITE SERVICES OF CALIFO	R	8/06/2015			304968		676.38
3319	VALENZUELA, ERIN	R	8/06/2015			304969		183.75
1446	VENCO WESTERN INC	R	8/06/2015			304970		5,489.40
0952	VENTURA TROPHY CO	R	8/06/2015			304971		50.53
2687	VERIZON CALIFORNIA	R	8/06/2015			304972		950.97
1539	VERIZON WIRELESS	R	8/06/2015			304973		913.27
1258	VIC'S PLUMBING SUPPLY, INC.	R	8/06/2015			304974		356.58
3808	VILLA, JESSE	R	8/06/2015			304975		72.00
0978	VULCAN MATERIALS COMPANY	R	8/06/2015			304976		757.34
0995	WEST COAST ARBORISTS, INC	R	8/06/2015			304977		1,428.30

VENDOR SET: 01 City of Santa Paula
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 8/01/2015 THRU 8/31/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2799	WETHERBEE, SILVIA HUERTA	R	8/06/2015			304978		45.00
1007	WIKHOLM MD, GARY D	R	8/06/2015			304979		1,585.00
2568	WINZER CORPORATION	R	8/06/2015			304980		76.41
0332	STANDARD REGISTER COMPANY	R	8/06/2015			304981		996.45
1023	YOUNG, DUNCAN	R	8/06/2015			304982		446.88
3178	ZAPPARELLI'S FAMILY PIZZERIA	R	8/06/2015			304983		98.88
1464	BUSINESS CARD	R	8/06/2015			304984		714.84
1263	SANTA PAULA SELF STORAGE	R	8/12/2015			304985		1,080.00
0795	SOUTHERN CALIFORNIA EDISON	R	8/14/2015			305002		10,000.00
2793	101 JUMPERS	R	8/20/2015			305003		210.00
0055	ACCUSOURCE INC	R	8/20/2015			305004		711.00
0767	AIRGAS USA, LLC	R	8/20/2015			305005		345.36
3460	AMERICAN WATER OPERATIONS AND	R	8/20/2015			305006		23,439.16
1048	ANDY'S PLUMBING PLACE	R	8/20/2015			305007		85.00
1522	KARLUK, MARK DAVID	R	8/20/2015			305008		2,282.00
1080	ARAMARK UNIFORM SERVICES INC	R	8/20/2015			305009		807.19
1531	ARC	R	8/20/2015			305010		963.78
1532	ARREOLA, RAQUEL	R	8/20/2015			305011		24.99
1617	ASCAP	R	8/20/2015			305012		358.25
1738	AT&T CALNET 2	R	8/20/2015			305013		592.99
2802	AUTO GLASS EXPERTS	R	8/20/2015			305014		243.31
1041	BIO D PRODUCTS	R	8/20/2015			305015		522.88

VENDOR SET: 01 City of Santa Paula

BANK: AP ACCOUNTS PAYABLE

DATE RANGE: 8/01/2015 THRU 8/31/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2369	BLANCO-RAMIREZ, LUCY	R	8/20/2015			305016		43.14
1110	BOWMAN CAR WASH	R	8/20/2015			305017		370.00
3530	BRAUN, GARY	R	8/20/2015			305018		100.00
1237	BTE COMMUNICATIONS, LLC	R	8/20/2015			305019		294.15
3751	BYRUM, JOSEPH	R	8/20/2015			305020		95.00
3056	CACCESE, ORION	R	8/20/2015			305021		100.00
1350	CALIFORNIA CONSERVATION CORPS	R	8/20/2015			305022		13,439.32
1290	CARQUEST AUTO PARTS	R	8/20/2015			305023		177.06
2923	CASILLAS, ARTURO	R	8/20/2015			305024		100.00
3825	CASTILLO, EDITH	R	8/20/2015			305025		372.00
3823	CCIAA	R	8/20/2015			305026		50.00
1336	CDCE INC.	R	8/20/2015			305027		584.00
1303	CDW GOVERNMENT INC	R	8/20/2015			305028		1,118.88
1073	CLARK II CORP, JE	R	8/20/2015			305029		7,075.60
1439	AGRITEC INTERNATIONAL, LTD.	R	8/20/2015			305030		210.88
1079	CLEAR, INC.	R	8/20/2015			305031		400.00
1088	CNOA REGION IV	R	8/20/2015			305032		45.00
1097	COLEMAN LANDSCAPING	R	8/20/2015			305033		6,895.00
2636	COUNTY OF VENTURA, CEO'S OFFIC	R	8/20/2015			305034		5,000.00
1161	CRAGOE PEST SERVICES INC	R	8/20/2015			305035		665.00
2191	DATA PROSE INC.	R	8/20/2015			305036		604.91
3508	DEENDESIGN	R	8/20/2015			305037		90.30

VENDOR SET: 01 City of Santa Paula

BANK: AP ACCOUNTS PAYABLE

DATE RANGE: 8/01/2015 THRU 8/31/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1210	DEPARTMENT OF JUSTICE	R	8/20/2015			305038		32.00
0066	DISPENSING TECHNOLOGY CORPORAT	R	8/20/2015			305039		913.56
0143	EDC-VC	R	8/20/2015			305040		6,300.00
0187	F M PEARCE Company	R	8/20/2015			305041		1,320.31
0395	FAMCON PIPE SUPPLY	R	8/20/2015			305042		3,106.76
0440	EGL ENVIRONMENTAL, INC	R	8/20/2015			305043		2,425.00
1464	BUSINESS CARD	R	8/20/2015			305044		72.64
0414	FILLMORE AREA TRANSIT	R	8/20/2015			305045		1,636.25
1952	FIRE STORE	R	8/20/2015			305046		582.82
0417	FIREMASTER	R	8/20/2015			305047		430.63
0423	FOGATA, JAMES	R	8/20/2015			305048		3,500.00
0425	FOOTHILL ELECTRIC CO	R	8/20/2015			305049		310.00
3538	FORD OF VENTURA	R	8/20/2015			305050		75.12
0432	FRANK'S PAINT & HARDWARE	R	8/20/2015			305051		1,433.74
0433	FRANKLIN TRUCK PARTS INC	R	8/20/2015			305052		526.34
0441	FRUIT GROWERS SUPPLY CO	R	8/20/2015			305053		110.27
0443	FUGRO CONSULTANTS, INC.	R	8/20/2015			305054		3,707.50
0797	GAS COMPANY, THE	R	8/20/2015			305055		366.83
3039	GRANICUS	R	8/20/2015			305056		330.00
2800	GRANITE CONSTRUCTION COMPANY	R	8/20/2015			305057		21,625.29
3199	H & H AUTO PARTS WHOLESALE	R	8/20/2015			305058		250.71
1175	HARRIS WATER CONDITION INC	R	8/20/2015			305059		45.25

VENDOR SET: 01 City of Santa Paula
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 8/01/2015 THRU 8/31/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0527	HDL COREN & CONE	R	8/20/2015			305060		4,377.29
3546	HENSLEY LAW GROUP	R	8/20/2015			305061		617.50
0520	HERITAGE HARDWARE	R	8/20/2015			305062		85.09
1959	HERITAGE VALLEY BUS INC.	R	8/20/2015			305063		927.31
3687	HERTZ EQUIPMENT RENTAL	R	8/20/2015			305064		2,397.40
3127	HEWITT, BRIAN	R	8/20/2015			305065		150.00
3503	HI-LINE INC.	R	8/20/2015			305066		389.40
0537	HOUSE SANITARY SUPPLY	R	8/20/2015			305067		1,237.74
0543	HYDREX PEST CONTROL CO	R	8/20/2015			305068		341.00
0582	INT'L CODE COUNCIL, INC.	R	8/20/2015			305069		136.56
0574	INGLIS PET HOTEL	R	8/20/2015			305070		40.98
1935	INTER-VALLEY POOL SUPPLY	R	8/20/2015			305071		866.54
0604	JENKINS & HOGIN, LLP	R	8/20/2015			305072		27,451.03
0602	JENSEN DESIGN & SURVEY INC	R	8/20/2015			305073		6,826.25
0608	JOLLY JUMPS INC	R	8/20/2015			305074		675.00
0612	K-MART	R	8/20/2015			305075		240.23
0629	KIMBALL MIDWEST	R	8/20/2015			305076		764.31
3809	LARSON, BRITTNEE	R	8/20/2015			305077		72.00
1468	LOS ANGELES COUNTY AUDITOR CON	R	8/20/2015			305078		515.00
0061	LOWE'S	R	8/20/2015			305079		653.69
3608	M.B. WELDING	R	8/20/2015			305080		1,279.00
1456	MACIAS, AUSTIN W	R	8/20/2015			305081		50.00

VENDOR SET: 01 City of Santa Paula

BANK: AP ACCOUNTS PAYABLE

DATE RANGE: 8/01/2015 THRU 8/31/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3607	MAGANA, FELIX	R	8/20/2015			305082		100.00
3830	MALCOLM, CHRISTOPHER J.	R	8/20/2015			305083		9.00
0106	MANNING, ROBERT DAVID	R	8/20/2015			305084		4,940.00
1561	MAVRON INC	R	8/20/2015			305085		41.32
3827	METROPOLITAN TRANSPORTATION CO	R	8/20/2015			305086		4,170.00
0191	MORALES, MANUEL	R	8/20/2015			305087		192.16
1520	MOST DEPENDABLE FOUNTAINS, INC	R	8/20/2015			305088		84.80
3048	NAPA AUTO PARTS	R	8/20/2015			305089		331.74
1716	NATIONAL METER & AUTOMATION IN	R	8/20/2015			305090		18,675.09
1708	NEWEGG BUSINESS INC.	R	8/20/2015			305091		5,479.82
2691	O'REILLY AUTOMOTIVE STORES, IN	R	8/20/2015			305092		1,239.48
0237	OFFICE DEPOT	R	8/20/2015			305093		620.64
0246	ON DUTY UNIFORMS & EQUIPMENT	R	8/20/2015			305094		230.00
3796	ONTIVEROS ANTHONY	R	8/20/2015			305095		130.00
3238	OXNARD ELEMENTARY SCHOOL DISTR	R	8/20/2015			305096		544.92
3397	PACHOWICZ, LORI	R	8/20/2015			305097		60.00
2844	PARKHOUSE TIRE, INC.	R	8/20/2015			305098		2,806.41
0268	PHILLIPS, JESSE	R	8/20/2015			305099		943.97
3444	PICKETT, WILLIAM	R	8/20/2015			305100		21.30
1739	PLAYPOWER LT FARMINGTON, INC.	R	8/20/2015			305101		324.64
1913	PACIFIC MUNICIPAL CONSULTANTS	R	8/20/2015			305102		5,075.06
0278	POSTMASTER	R	8/20/2015			305103		98.00

VENDOR SET: 01 City of Santa Paula

BANK: AP ACCOUNTS PAYABLE

DATE RANGE: 8/01/2015 THRU 8/31/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2731	PRO 911 SUPPORT SYSTEM	R	8/20/2015			305104		1,920.00
0286	PRO FORCE LAW ENFORCEMENT	R	8/20/2015			305105		133.68
0289	PRO-U-SYS INC	R	8/20/2015			305106		5,257.50
0960	VENTURA, COUNTY OF	R	8/20/2015			305107		5,275.22
3758	RAAD, RAMZI	R	8/20/2015			305108		21.30
0326	RED WING SHOE STORE	R	8/20/2015			305109		166.61
0385	VENTURA CO. ENVIRONMENTAL HEAL	R	8/20/2015			305110		556.60
3731	RIVERSIDE COUNTY SHERIFF/BEN C	R	8/20/2015			305111		343.00
3761	RUCKER, MICHAEL	R	8/20/2015			305112		200.00
0013	SAN DIEGO POLICE EQUIPMENT CO	R	8/20/2015			305113		328.09
0675	SANTA MARIA TIRE INC	R	8/20/2015			305114		1,230.98
3812	SANTA PAULA CAR WASH	R	8/20/2015			305115		130.00
2213	SANTA PAULA FIREFIGHTERS ASSOC	R	8/20/2015			305116		240.00
2477	SANTA PAULA ROTARY CLUB	R	8/20/2015			305117		131.00
0711	SANTA PAULA TIMES	R	8/20/2015			305118		1,027.90
0795	SOUTHERN CALIFORNIA EDISON	R	8/20/2015			305119		32,243.23
2417	SCHOEPPNER SHOWS	R	8/20/2015			305120		4,976.00
3779	SHRED-IT USA	R	8/20/2015			305121		460.50
0333	SIEMENS INDUSTRY	R	8/20/2015			305122		1,710.47
3114	SIGTRONICS CORPORATION	R	8/20/2015			305123		364.41
0531	HOLT, LARRY	R	8/20/2015			305124		900.00
0790	SOAPMAN	R	8/20/2015			305125		47.26

VENDOR SET: 01 City of Santa Paula
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 8/01/2015 THRU 8/31/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1524	SOLID WASTE SOLUTIONS	R	8/20/2015			305126		748.50
3292	SANTA PAULA ANIMAL RESCUE CENT	R	8/20/2015			305127		185.00
1920	SPRINT	R	8/20/2015			305128		30.00
1523	STANTEC CONSULTING INC.	R	8/20/2015			305129		23,066.16
1144	STAPLES ADVANTAGE	R	8/20/2015			305130		787.74
2905	THOMSON REUTERS - WEST	R	8/20/2015			305131		160.94
0776	TIME WARNER CABLE	R	8/20/2015			305132		1,071.65
2070	TRAFFIC TECHNOLOGIES	R	8/20/2015			305133		725.14
0862	TRESIERRAS BROTHERS CORPORATIO	R	8/20/2015			305134		158.04
0883	U-RENT INC	R	8/20/2015			305135		347.34
0885	UNDERGROUND SERVICE ALERT OF S	R	8/20/2015			305136		204.00
3736	V.C.T.C.	R	8/20/2015			305137		279.00
2887	VAN LANT & FANKHANEL, LLP	R	8/20/2015			305138		11,800.00
2145	VANSCIVER, ANDREW	R	8/20/2015			305139		56.05
0961	COUNTY OF VENTURA	R	8/20/2015			305140		50.00
3824	VENTURA COUNTY FIRE CHIEFS' AS	R	8/20/2015			305141		100.00
0939	VENTURA COUNTY STAR	R	8/20/2015			305142		76.73
0965	VERIZON	R	8/20/2015			305143		2.66
1451	VERIZON BUSINESS / MCI	R	8/20/2015			305144		927.57
2687	VERIZON CALIFORNIA	R	8/20/2015			305145		3,941.91
0978	VULCAN MATERIALS COMPANY	R	8/20/2015			305146		882.03
3539	WAGE WORKS	R	8/20/2015			305147		150.00

VENDOR SET: 01 City of Santa Paula
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 8/01/2015 THRU 8/31/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1678	WARREN DISTRIBUTING, INC.	R	8/20/2015			305148		29.93
2799	WETHERBEE, SILVIA HUERTA	R	8/20/2015			305149		127.50
1007	WIKHOLM MD, GARY D	R	8/20/2015			305150		907.50
2568	WINZER CORPORATION	R	8/20/2015			305151		187.90
3606	ZELLER, TYLER	R	8/20/2015			305152		150.00
1080	ARAMARK UNIFORM SERVICES INC	R	8/31/2015			305168		28.02
2186	BARNES FLEET SERVICE	R	8/31/2015			305169		330.90
1336	CDCE INC.	R	8/31/2015			305170		584.00
1097	COLEMAN LANDSCAPING	R	8/31/2015			305171		240.00
1952	FIRE STORE	R	8/31/2015			305172		387.59
3323	MERIDIAN CONSULTANTS LLC	R	8/31/2015			305173		22,282.50
2849	MILNER-VILLA CONSULTING	R	8/31/2015			305174		1,027.50
1716	NATIONAL METER & AUTOMATION IN	R	8/31/2015			305175		5,938.11
3643	PARKER ENVIRONMENTAL CONSULTAN	R	8/31/2015			305176		4,667.25
0313	RAIN FOR RENT-SANTA PAULA	R	8/31/2015			305177		9,631.77
3711	SANTA PAULA LODGE 314	R	8/31/2015			305178		2,400.00
1524	SOLID WASTE SOLUTIONS	R	8/31/2015			305179		1,430.00
3292	SANTA PAULA ANIMAL RESCUE CENT	R	8/31/2015			305180		6,000.00
0810	STARNET DATA DESIGN	R	8/31/2015			305181		21,330.25
3795	PERC WATER CORPORATION	D	8/25/2015			990510		105,706.85
3795	PERC WATER CORPORATION	D	8/28/2015			990512		20,488.72

VENDOR SET: 01 City of Santa Paula

BANK: AP ACCOUNTS PAYABLE

DATE RANGE: 8/01/2015 THRU 8/31/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	299	974,872.72	0.00	975,203.62
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	2	126,195.57	0.00	126,195.57
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	2 VOID DEBITS	402.90		
	VOID CREDITS	402.90CR	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: AP TOTALS:	303	1,101,399.19	0.00	1,101,399.19
BANK: AP TOTALS:	303	1,101,399.19	0.00	1,101,399.19

VENDOR SET: 01 City of Santa Paula

BANK: AP ACCOUNTS PAYABLE

DATE RANGE: 8/01/2015 THRU 8/31/2015

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
100 2230	SPECIAL EVENT INS DEPOSITS	7,028.62
100 2231	SALES TAX PAYABLE	217.42
100 4-1000-5032	INSPECTION FEES	443.00CR
100 4-1500-3038	PARK RESERVATION FEES	300.00CR
100 4-1500-3050	RECREATION ADMIN FEE	85.60CR
100 4-1500-5062	FACILITIES CLEANUP	112.00CR
100 4-1500-5063	MISC-DEPARTMENT REIMB	132.00CR
100 4-7500-0600	BUSINESS LICENSE FEE	591.00CR
100 5-0501-075	COUNCIL EXPENSE-CROSSWHITE	1,020.63
100 5-0501-076	COUNCIL EXPENSE-HERNANDEZ	12.63
100 5-0501-078	COUNCIL EXPENSE-TOVIAS	12.63
100 5-0501-079	COUNCIL EXPENSE-GHERARDI	967.78
100 5-0501-103	DUES & SUBSCRIPTIONS	8,571.00
100 5-0502-352	TRAINING/WORKSHOPS/MEETINGS	78.58
100 5-0504-203	PROF/CONTR SVCS-LEGAL	22,751.23
100 5-0511-103	DUES & SUBSCRIPTIONS	6,431.00
100 5-0511-150	RECOGNITIONS/AWARDS	96.75
100 5-0512-203	PROF/CONTR SVCS-LEGAL	1,767.50
100 5-0512-205	PROF/CONTR SVCS-PERSONNEL	375.00
100 5-0512-209	PROF/CONTR SVCS-OTHER	275.28
100 5-0512-352	TRAINING/WORKSHOPS/MEETINGS	80.35
100 5-0513-209	PROF/CONTR SVCS-OTHER	85.00
100 5-0513-246	SVCS-DRUG & ALCOHOL TESTING	65.00
100 5-0514-101	POSTAGE	1,192.24
100 5-0514-175	MINOR EQUIPMENT-COMPUTER	20,622.56
100 5-0514-179	MINOR EQUIPMENT-OTHER	1,899.63
100 5-0514-207	PROF/CONTR-COMPUTER/SOFTWARE	8,330.25
100 5-0514-209	PROF/CONTR SVCS-OTHER	17,851.20
100 5-0514-240	DUPLICATION CHARGES-INTERNAL	1,681.40
100 5-0514-352	TRAINING/WORKSHOPS/MEETINGS	104.65
100 5-1001-103	DUES & SUBSCRIPTIONS	50.00
100 5-1001-120	SUPPLIES-OFFICE	302.09
100 5-1001-129	SUPPLIES-OTHER	68.28
100 5-1001-305	MAINT-VEHICLE FUEL	284.09
100 5-1002-129	SUPPLIES-OTHER	46.76
100 5-1501-123	SUPPLIES-SHOP & FIELD	207.62
100 5-1501-209	PROF/CONTR SVCS-OTHER	576.21
100 5-1502-123	SUPPLIES-SHOP & FIELD	1,256.44
100 5-1502-209	PROF/CONTR SVCS-OTHER	358.25
100 5-1502-305	MAINT-VEHICLE FUEL	179.43
100 5-1531-123	SUPPLIES-SHOP & FIELD	4,316.85
100 5-1531-173	MINOR EQUIPMENT-SHOP & FIELD	417.55
100 5-1531-179	MINOR EQUIPMENT-OTHER	566.00
100 5-1531-209	PROF/CONTR SVCS-OTHER	936.63
100 5-1531-226	PROF/CONTR SVCS-JANITORIAL	658.22
100 5-1531-301	MAINT-BLDGS & IMPROVEMENTS	2,292.96

VENDOR SET: 01 City of Santa Paula

BANK: AP ACCOUNTS PAYABLE

DATE RANGE: 8/01/2015 THRU 8/31/2015

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
100 5-1531-305	MAINT-VEHICLE FUEL	575.44
100 5-1532-121	SUPPLIES-CLOTHING/UNIFORMS	59.89
100 5-1532-123	SUPPLIES-SHOP & FIELD	3,576.03
100 5-1532-202	PROF/CONTR SVCS-LANDSCAPE	2,725.00
100 5-1532-209	PROF/CONTR SVCS-OTHER	2,111.09
100 5-1532-223	PROF/CONTR SVCS TREE-TRIMMING	714.15
100 5-1532-305	MAINT-VEHICLE FUEL	444.70
100 5-2002-120	SUPPLIES-OFFICE	1,031.41
100 5-2002-201	PROF/CONTR SVCS-FINANCIAL	10,987.93
100 5-2002-209	PROF/CONTR SVCS-OTHER	364.70
100 5-2501-103	DUES & SUBSCRIPTIONS	100.00
100 5-2501-120	SUPPLIES-OFFICE	15.59
100 5-2501-209	PROF/CONTR SVCS-OTHER	9.62
100 5-2501-305	MAINT-VEHICLE FUEL	78.00
100 5-2504-048	EQUIP/UNIFORM PURCH MOU	5,071.40
100 5-2504-121	SUPPLIES-CLOTHING/UNIFORMS	384.00
100 5-2504-123	SUPPLIES-SHOP & FIELD	719.22
100 5-2504-124	SUPPLIES-SAFETY	19,440.45
100 5-2504-209	PROF/CONTR SVCS-OTHER	1,740.00
100 5-2504-304	MAINT-VEHICLES, EQUIPMENT	3,989.41
100 5-2504-305	VEHICLE FUEL	1,925.34
100 5-2504-321	RESERVE OFFICER EXPENSES	3,025.55
100 5-2504-610	EQUIPMENT-NEW	40,108.00
100 5-3001-120	SUPPLIES-OFFICE	308.60
100 5-3001-203	PROF/CONTR SVCS-LEGAL	455.00
100 5-3001-209	PROF/CONTR SVCS-OTHER	87.50
100 5-3001-352	TRAINING/WORKSHOPS/MEETINGS	496.32
100 5-4501-103	DUES & SUBSCRIPTIONS	68.10
100 5-4501-120	SUPPLIES-OFFICE	422.56
100 5-4501-129	SUPPLIES-OTHER	112.52
100 5-4501-209	PROF/CONTR SVCS-OTHER	5,317.00
100 5-4501-218	PROF/CONTR SVCS-PSYCHOLOGICAL	800.00
100 5-4501-282	UTILITY-TELEPHONE	571.24
100 5-4501-304	MAINT-VEHICLES, EQUIPMENT	10.00
100 5-4501-305	MAINT-VEHICLE FUEL	1,949.97
100 5-4502-121	SUPPLIES-CLOTHING/UNIFORMS	140.27
100 5-4502-123	SUPPLIES-SHOP & FIELD	5,462.54
100 5-4502-135	K-9 EXPENDITURES	286.78
100 5-4502-304	MAINT-VEHICLES, EQUIPMENT	850.00
100 5-4502-305	MAINT-VEHICLE FUEL	6,730.78
100 5-4502-321	RESERVE OFFICER EXPENSES	405.00
100 5-4502-352	TRAINING/WORKSHOPS/MEETINGS	1,023.15
100 5-4503-103	DUES & SUBSCRIPTIONS	160.94
100 5-4503-120	SUPPLIES-OFFICE	266.25
100 5-4503-121	SUPPLIES-CLOTHING/UNIFORMS	328.09
100 5-4503-129	SUPPLIES-OTHER	122.76

VENDOR SET: 01 City of Santa Paula
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 8/01/2015 THRU 8/31/2015

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
100 5-4503-131	SUPPLIES-CRIME SCENE	155.59
100 5-4503-132	SUPPLIES-EVIDENCE ROOM	183.69
100 5-4503-209	PROF/CONTR SVCS-OTHER	30.00
100 5-4503-217	PROF/CONTR SVCS-GEN INVEST	515.00
100 5-4503-304	MAINT-VEHICLES, EQUIPMENT	30.00
100 5-4503-352	TRAINING/WORKSHOPS/MEETINGS	795.20
100 5-4504-121	SUPPLIES-CLOTHING/UNIFORMS	230.00
100 5-4504-171	MINOR EQUIPMENT-OFFICE	714.84
100 5-4504-179	MINOR EQUIPMENT-OTHER	112.50
100 5-4504-209	PROF/CONTR SVCS-OTHER	9.62
100 5-4504-231	MISC ADVERTISING/PROMO	80.60
100 5-4504-352	TRAINING/WORKSHOPS/MEETINGS	343.00
100 5-4505-352	TRAINING/WORKSHOPS/MEETINGS	400.00
100 5-4506-133	SUPPLIES-JAIL EQUIPMENT	325.00
100 5-4507-209	PROF/CONTR SVCS-OTHER	185.00
100 5-4507-221	PROF/CONTR-KENNEL SERVICES	6,000.00
100 5-4507-305	MAINT-VEHICLE FUEL	166.37
100 5-4508-209	PROF/CONTR SVCS-OTHER	18.50
100 5-4509-123	SUPPLIES-SHOP & FIELD	824.16
100 5-4509-304	MAINT-VEHICLES, EQUIPMENT	90.00
100 5-4509-305	MAINT-VEHICLE FUEL	572.20
100 5-4510-231	MISC ADVERTISING/PROMO	295.30
100 5-5011-120	SUPPLIES-OFFICE	580.90
100 5-5011-209	PROF/CONTR SVCS-OTHER	2,129.50
100 5-7501-120	SUPPLIES-OFFICE	50.91
100 5-7501-125	SUPPLIES-EMERGENCY PREP	1,013.57
100 5-7501-280	UTILITY-ELECTRIC	12,266.20
100 5-7501-281	UTILITY-GAS	259.74
100 5-7501-282	UTILITY-TELEPHONE	4,190.26
100 5-9273-295	PROJECT-MISC SVCS	28.00
	*** FUND TOTAL ***	270,540.05
115 5-1501-123	SUPPLIES-SHOP & FIELD	234.18
115 5-1502-181	RECREATION PROGRAMS	13,270.76
	*** FUND TOTAL ***	13,504.94
204 2231	SALES TAX PAYABLE-MUSEUM	132.58
204 4-1500-6150	MUSEUM STORE SALES	0.13CR
204 5-1504-103	DUES & SUBSCRIPTIONS	98.00
204 5-1504-129	SUPPLIES-OTHER	11.81
204 5-1504-209	PROF/CONTR SVCS-OTHER	175.00
204 5-1504-212	PROF/CONTR SVCS-TRAINING, ETC	1,491.30
204 5-1504-231	MISC ADVERTISING/PROMO	210.00
204 5-1504-280	UTILITY-ELECTRIC	1,795.05
204 5-1504-281	UTILITY-GAS	30.64
204 5-1504-282	UTILITY-TELEPHONE	96.12
	*** FUND TOTAL ***	4,040.37

VENDOR SET: 01 City of Santa Paula
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 8/01/2015 THRU 8/31/2015

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
205 5-5027-304	MAINT-VEHICLES, EQUIPMENT	452.48
205 5-5027-305	MAINT-VEHICLE FUEL	410.67
	*** FUND TOTAL ***	863.15
206 5-5026-209	PROF/CONTR SVCS-OTHER	129.00
	*** FUND TOTAL ***	129.00
219 5-9245-290	SVCS-DESIGN/STUDY	390.00
	*** FUND TOTAL ***	390.00
220 5-9245-290	SVCS-DESIGN/STUDY	195.00
	*** FUND TOTAL ***	195.00
221 5-9245-290	SVCS-DESIGN/STUDY	195.00
	*** FUND TOTAL ***	195.00
222 5-9245-290	SVCS-DESIGN/STUDY	195.00
	*** FUND TOTAL ***	195.00
223 5-9245-290	SVCS-DESIGN/STUDY	195.00
	*** FUND TOTAL ***	195.00
224 5-9245-290	SVCS-DESIGN/STUDY	195.00
	*** FUND TOTAL ***	195.00
225 5-9245-290	SVCS-DESIGN/STUDY	195.00
	*** FUND TOTAL ***	195.00
226 5-9245-290	SVCS-DESIGN/STUDY	195.00
	*** FUND TOTAL ***	195.00
227 5-9245-290	SVCS-DESIGN/STUDY	195.00
	*** FUND TOTAL ***	195.00
228 5-9245-290	SVCS-DESIGN/STUDY	195.00
	*** FUND TOTAL ***	195.00
229 5-9245-290	SVCS-DESIGN/STUDY	195.00
	*** FUND TOTAL ***	195.00
280 5-5021-209	PROF/CONTR SVCS-OTHER	12,816.20
280 5-5022-121	SUPPLIES-CLOTHING/UNIFORMS	78.24
280 5-5022-123	SUPPLIES-SHOP & FIELD	3,884.62
280 5-5022-202	PROF/CONTR SVCS-LANDSCAPE	1,860.00
280 5-5022-209	PROF/CONTR SVCS-OTHER	20,645.81
280 5-5022-222	PROF/CONTR SVCS-SIGNAL MAINT	1,710.47

VENDOR SET: 01 City of Santa Paula

BANK: AP ACCOUNTS PAYABLE

DATE RANGE: 8/01/2015 THRU 8/31/2015

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
280 5-5022-285	UTILITY-STREET LIGHTING	28,779.41
280 5-5022-301	MAINT-BLDGS & IMPROVEMENTS	194.16
280 5-5022-305	MAINT-VEHICLE FUEL	532.11
280 5-5022-370	LEASE/RENTAL	2,877.40
	*** FUND TOTAL ***	73,378.42
281 5-9157-660	IMPROV OTHER THAN BLDGS-REHAB	21,625.29
281 5-9295-295	PROJECT-MISC SVCS	2,798.75
281 5-9295-660	IMPROV OTHER THAN BLDGS-REHAB	6,826.25
281 5-9297-660	IMPROV OTHER THAN BLDGS-REHAB	10,249.96
	*** FUND TOTAL ***	41,500.25
305 5-5052-209	PROF/CONTR SVCS-OTHER	1,000.00
	*** FUND TOTAL ***	1,000.00
311 5-4502-212	PROF/CONTR-FIREARMS TRAINING	3,780.00
311 5-4502-301	MAINT-BLDGS & IMPROVEMENTS	356.58
311 5-4521-280	UTILITY-ELECTRIC	337.61
	*** FUND TOTAL ***	4,474.19
405 5-1502-123	SUPPLIES-SHOP & FIELD	824.29
	*** FUND TOTAL ***	824.29
450 5-1002-129	SUPPLIES-OTHER	9.03
450 5-1002-282	UTILITY-TELEPHONE	98.49
450 5-1002-305	MAINT-VEHICLE FUEL	81.23
450 5-9308-295	PROJECT MISC SVCS	3,875.00
	*** FUND TOTAL ***	4,063.75
500 5-5028-202	PROF/CONTR SVCS-LANDSCAPE	300.00
500 5-5028-209	PROF/CONTR SVCS-OTHER	90.00
	*** FUND TOTAL ***	390.00
610 4-5000-5020	SALES OF REPORTS, MAPS & PUB	76.73
610 5-5061-203	PROF/CONTR SVCS-LEGAL	367.50
610 5-5061-209	PROF/CONTR SVCS-OTHER	5,000.00
610 5-5061-280	UTILITY-ELECTRIC	11,255.66
610 5-5061-281	UTILITY-GAS	24.47
610 5-5061-282	UTILITY-TELEPHONE	120.71
610 5-5061-301	MAINT-BLDGS & IMPROVEMENTS	56.66
610 5-5061-370	LEASE/RENTAL	960.00
610 5-5063-123	SUPPLIES-SHOP & FIELD	30.10
610 5-5063-209	PROF/CONTR SVCS-OTHER	36,933.98
610 5-5063-228	SEWER TREATMENT-O & M CONTR	126,195.57
610 5-5063-280	UTILITY-ELECTRIC	36,830.47
610 5-5063-281	UTILITY-GAS	14.30

VENDOR SET: 01 City of Santa Paula

BANK: AP ACCOUNTS PAYABLE

DATE RANGE: 8/01/2015 THRU 8/31/2015

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
610 5-5065-201	PROF/CONTR SVCS-FINANCIAL	293.81
610 5-9213-290	SVCS-DESIGN/STUDY	1,365.72
610 5-9215-241	PRINTING & BINDING-EXTERNAL	686.25
610 5-9215-290	SVCS-DESIGN/STUDY	1,365.72
610 5-9215-295	PROJECT-MISC SVCS	3,225.52
	*** FUND TOTAL ***	224,803.17
620 5-2005-101	POSTAGE	459.45
620 5-2005-103	DUES & SUBSCRIPTIONS	1,250.00
620 5-2005-120	SUPPLIES-OFFICE	164.88
620 5-2005-201	PROF/CONTR SVCS-FINANCIAL	4,993.27
620 5-2005-209	PROF/CONTR SVCS-OTHER	186.50
620 5-5071-203	PROF/CONTR SVCS-LEGAL	149.80
620 5-5071-280	UTILITY-ELECTRIC	41,166.59
620 5-5071-281	UTILITY-GAS	37.68
620 5-5071-282	UTILITY-TELEPHONE	964.15
620 5-5071-301	MAINT-BLDGS & IMPROVEMENTS	56.68
620 5-5071-370	LEASE/RENTAL	960.00
620 5-5072-103	DUES & SUBSCRIPTIONS	162.50
620 5-5072-121	SUPPLIES-CLOTHING/UNIFORMS	114.24
620 5-5072-123	SUPPLIES-SHOP & FIELD	2,374.43
620 5-5072-124	SUPPLIES-SAFETY	42.98
620 5-5072-173	MINOR EQUIPMENT-SHOP & FIELD	768.71
620 5-5072-202	PROF/CONTR SVCS-LANDSCAPE	1,070.00
620 5-5072-209	PROF/CONTR SVCS-OTHER	4,250.50
620 5-5072-231	MISC ADVERTISING/PROMO	697.00
620 5-5072-233	PROF/CONTR SVCS-BACKFLOW	2,282.00
620 5-5072-282	UTILITY-TELEPHONE	294.15
620 5-5072-301	MAINT-BLDGS & IMPROVEMENTS	695.27
620 5-5072-305	MAINT-VEHICLE FUEL	2,461.95
620 5-5072-310	MAINTENANCE-T & D MAINS	907.05
620 5-5072-312	MAINTENANCE-HYDRANTS	6,213.52
620 5-5072-313	MAINTENANCE-METERS	13.92
620 5-5072-314	MAINTENANCE-SUPPLY FACILITY	487.94
620 5-5073-103	DUES & SUBSCRIPTIONS	37.50
620 5-5073-121	SUPPLIES-CLOTHING/UNIFORMS	54.50
620 5-5073-123	SUPPLIES-SHOP & FIELD	74.70
620 5-5073-124	SUPPLIES-SAFETY	166.61
620 5-5073-209	PROF/CONTR SVCS-OTHER	9,711.77
620 5-5073-301	MAINT-BLDGS & IMPROVEMENTS	137.50
620 5-5073-305	MAINT-VEHICLE FUEL	670.38
620 5-5073-314	MAINTENANCE-SUPPLY FACILITY	1,117.50
620 5-5073-317	WATER TREATMENT-CHEMICALS	3,763.00
620 5-5073-318	WATER TREATMENT-COMPLIANCE	4,311.00
620 5-5073-319	MAINT-WATER TREATMENT EQUIP	869.44
620 5-5075-201	PROF/CONTR SVCS-FINANCIAL	47.74

VENDOR SET: 01 City of Santa Paula

BANK: AP ACCOUNTS PAYABLE

DATE RANGE: 8/01/2015 THRU 8/31/2015

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
620 5-7501-305	MAINT-VEHICLE FUEL	91.00
620 5-9008-290	SVCS-DESIGN/STUDY	1,027.50
620 5-9108-290	SVCS-DESIGN/STUDY	1,365.73
620 5-9236-290	SVCS-DESIGN/STUDY	4,241.45
620 5-9271-660	IMPROV OTHER THAN BLDGS-REHAB	24,613.20
620 5-9300-660	IMPROV OTHER THAN BLDGS-REHAB	4,140.00
620 5-9302-660	IMPROV OTHER THAN BLDGS-REHAB	257,252.70
	*** FUND TOTAL ***	386,918.38
702 5-5041-121	SUPPLIES-CLOTHING/UNIFORMS	303.60
702 5-5041-123	SUPPLIES-SHOP & FIELD	1,491.81
702 5-5041-124	SUPPLIES-SAFETY	389.58
702 5-5041-173	MINOR EQUIPMENT-SHOP & FIELD	354.69
702 5-5041-250	PROF/CONTR SVCS-HAZMAT	210.88
702 5-5041-282	UTILITY-TELEPHONE	18.80
702 5-5041-301	MAINT-BLDGS & IMPROVEMENTS	137.50
702 5-5041-304	MAINT-VEHICLES, EQUIPMENT	13,643.00
702 5-5041-305	MAINT-VEHICLE FUEL	169.77
	*** FUND TOTAL ***	16,719.63
800 2207	COMMUNITY CENTER DEPOSITS	1,712.00
800 2219	CONSULTANT ENVIRONMENTAL	26,949.75
800 2222	PLANNING-ATTORNEY FEES	1,387.20
800 2226	EAST AREA - LIMONEIRA	1,300.36
800 2230	BUS PASSES	279.00
800 2245	POLICE DONATIONS	3,500.00
800 2251	MISC. CONSTRUCTION DEPOSIT	6,183.97
800 2287	PLEDGES-MEALS ON WHEELS	3,085.80
800 5-9245-290	SVCS-DESIGN/STUDY	2,625.00
	*** FUND TOTAL ***	47,023.08
803 5-1532-209	PROF/CONTR SVCS-OTHER	6,561.08
	*** FUND TOTAL ***	6,561.08
804 5-5501-301	MAINT-BLDGS & IMPROVEMENTS	2,325.44
	*** FUND TOTAL ***	2,325.44

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			303	1,101,399.19	0.00	1,101,399.19
BANK: AP	TOTALS:		303	1,101,399.19	0.00	1,101,399.19

VENDOR SET: 01 City of Santa Paula

BANK: PY PAYROLL

DATE RANGE: 8/01/2015 THRU 8/31/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1688	CALIFORNIA STATE DISBURSEMENT	R	8/14/2015			304986		1,355.52
1044	CALIFORNIA, STATE OF - EDD	R	8/14/2015			304987		11,391.30
1228	CALIFORNIA, STATE OF	R	8/14/2015			304988		253.75
0085	DOMINGUEZ, CALLA	R	8/14/2015			304989		1,317.65
0553	ICMA RETIREMENT TRUST-457	R	8/14/2015			304990		3,854.16
0554	ICMA RETIREMENT TRUST-457 (PT)	R	8/14/2015			304991		1,177.24
1691	JENNIFER REYES-MACIAS	R	8/14/2015			304992		300.00
0075	MACIAS, YOLANDA	R	8/14/2015			304993		230.77
0515	MASS MUTUAL	R	8/14/2015			304994		1,173.08
1191	ORTIZ, CLARA	R	8/14/2015			304995		250.62
2213	SANTA PAULA FIREFIGHTERS ASSOC	R	8/14/2015			304996		200.00
0708	SANTA PAULA POLICE OFFICERS AS	R	8/14/2015			304997		1,241.79
0291	SEIU LOCAL 721	R	8/14/2015			304998		601.96
0898	UNITED WAY OF VENTURA COUNTY	R	8/14/2015			304999		85.00
0935	VENTURA COUNTY PROF F F A	R	8/14/2015			305000		4,532.10
0994	WELLMAN, ADRIAN F	R	8/14/2015			305001		45.67
1688	CALIFORNIA STATE DISBURSEMENT	R	8/28/2015			305153		1,355.52
1044	CALIFORNIA, STATE OF - EDD	R	8/28/2015			305154		12,304.18
1228	CALIFORNIA, STATE OF	R	8/28/2015			305155		150.00
0085	DOMINGUEZ, CALLA	R	8/28/2015			305156		830.30
0553	ICMA RETIREMENT TRUST-457	R	8/28/2015			305157		4,154.16
0554	ICMA RETIREMENT TRUST-457 (PT)	R	8/28/2015			305158		954.80

VENDOR SET: 01 City of Santa Paula
 BANK: PY PAYROLL
 DATE RANGE: 8/01/2015 THRU 8/31/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1691	JENNIFER REYES-MACIAS	R	8/28/2015			305159		300.00
0075	MACIAS, YOLANDA	R	8/28/2015			305160		230.77
0515	MASS MUTUAL	R	8/28/2015			305161		1,173.08
1191	ORTIZ, CLARA	R	8/28/2015			305162		250.62
2213	SANTA PAULA FIREFIGHTERS ASSOC	R	8/28/2015			305163		200.00
0708	SANTA PAULA POLICE OFFICERS AS	R	8/28/2015			305164		1,241.79
0291	SEIU LOCAL 721	R	8/28/2015			305165		601.96
0898	UNITED WAY OF VENTURA COUNTY	R	8/28/2015			305166		85.00
0935	VENTURA COUNTY PROF F F A	R	8/28/2015			305167		4,532.10
3539	WAGE WORKS	D	8/05/2015			990500		191.85
0420	FIT/M-CARE WIRE TRANSFER-P/R T	D	8/19/2015			990501		44,415.34
0292	CALIF. PUBLIC EMPLOYEES' RETIR	D	8/14/2015			990502		54,770.42
0292	CALIF. PUBLIC EMPLOYEES' RETIR	D	8/14/2015			990503		170.84
0420	FIT/M-CARE WIRE TRANSFER-P/R T	D	8/05/2015			990504		71.52
0420	FIT/M-CARE WIRE TRANSFER-P/R T	D	8/05/2015			990505		40,028.82
0292	CALIF. PUBLIC EMPLOYEES' RETIR	D	8/18/2015			990506		55,466.77
3539	WAGE WORKS	D	8/12/2015			990507		67.00
3539	WAGE WORKS	D	8/19/2015			990508		243.36
3539	WAGE WORKS	D	8/26/2015			990511		50.00

VENDOR SET: 01 City of Santa Paula

BANK: PY PAYROLL

DATE RANGE: 8/01/2015 THRU 8/31/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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** T O T A L S **

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	31	56,374.89	0.00	56,374.89
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	10	195,475.92	0.00	195,475.92
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: PY TOTALS:	41	251,850.81	0.00	251,850.81
BANK: PY TOTALS:	41	251,850.81	0.00	251,850.81
REPORT TOTALS:	346	1,353,070.00	0.00	1,353,250.00

VENDOR SET: 01 City of Santa Paula
 BANK: PY PAYROLL
 DATE RANGE: 8/01/2015 THRU 8/31/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3539	WAGE WORKS							
I-R20150172158	WAGE WORKS	D	8/12/2015			990507		
100 2117	P/R PAYABLE-SECTION 125	WAGE WORKS		67.00				67.00
3539	WAGE WORKS							
I-R20150175773	WAGE WORKS	D	8/19/2015			990508		
100 2117	P/R PAYABLE-SECTION 125	WAGE WORKS		243.36				243.36
3539	WAGE WORKS							
I-R20150187728	WAGE WORKS	D	8/26/2015			990511		
100 2117	P/R PAYABLE-SECTION 125	WAGE WORKS		50.00				50.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	31	56,374.89	0.00	56,374.89
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	10	195,475.92	0.00	195,475.92
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
100 2111	P/R LIAB PAYABLE-STATE TAX	19,692.94
100 2112	P/R LIAB PAYABLE-FEDERAL TAX	55,872.24
100 2113	P/R LIAB PAYABLE- MEDICARE	7,601.86
100 2114	P/R LIAB PAYABLE-PERS	9,780.77
100 2117	P/R PAYABLE-SECTION 125	552.21
100 2118	P/R LIAB PAYABLE-DEFRD COMP	9,079.69
100 2120	P/R LIAB PAYABLE-GARNISHMNT	4,335.11
100 2122	P/R LIAB PAYABLE-DUES	12,424.41
100 2127	P/R LIAB PAYABLE-UNITED WAY	131.75
100 2135	P/R LIAB PAYABLE-P/T RETIRE	941.38
100 5-0501-042	RETIREMENT	174.18
100 5-0501-044	MEDICARE	53.64
100 5-0502-042	RETIREMENT	228.00
100 5-0502-044	MEDICARE	36.72
100 5-0511-042	RETIREMENT	2,539.73
100 5-0511-044	MEDICARE	252.70
100 5-0512-042	RETIREMENT	998.96

VENDOR SET: 01 City of Santa Paula

BANK: PY PAYROLL

DATE RANGE: 8/01/2015 THRU 8/31/2015

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
100 5-0512-044	MEDICARE	116.29
100 5-0513-042	RETIREMENT	573.06
100 5-0513-044	MEDICARE	55.38
100 5-0514-042	RETIREMENT	382.44
100 5-0514-044	MEDICARE	79.87
100 5-1001-042	RETIREMENT	2,127.19
100 5-1001-044	MEDICARE	218.69
100 5-1002-042	RETIREMENT	146.81
100 5-1002-044	MEDICARE	19.79
100 5-1501-042	RETIREMENT	606.95
100 5-1501-044	MEDICARE	157.15
100 5-1502-042	RETIREMENT	1,899.42
100 5-1502-044	MEDICARE	304.60
100 5-1531-042	RETIREMENT	553.43
100 5-1531-044	MEDICARE	125.14
100 5-1532-042	RETIREMENT	405.22
100 5-1532-044	MEDICARE	63.52
100 5-2001-044	MEDICARE	4.02
100 5-2002-042	RETIREMENT	2,394.46
100 5-2002-044	MEDICARE	236.46
100 5-2501-042	RETIREMENT	5,250.43
100 5-2501-044	MEDICARE	197.66
100 5-2504-042	RETIREMENT	18,845.52
100 5-2504-044	MEDICARE	1,480.20
100 5-3001-042	RETIREMENT	2,718.50
100 5-3001-044	MEDICARE	313.29
100 5-4501-042	RETIREMENT	4,628.29
100 5-4501-044	MEDICARE	339.54
100 5-4502-042	RETIREMENT	28,278.69
100 5-4502-044	MEDICARE	2,239.05
100 5-4503-042	RETIREMENT	5,814.86
100 5-4503-044	MEDICARE	512.20
100 5-4504-042	RETIREMENT	2,611.58
100 5-4504-044	MEDICARE	372.18
100 5-4505-042	RETIREMENT	392.52
100 5-4505-044	MEDICARE	63.17
100 5-4507-042	RETIREMENT	302.32
100 5-4507-044	MEDICARE	43.34
100 5-4508-042	RETIREMENT	876.41
100 5-4508-044	MEDICARE	78.25
100 5-4509-042	RETIREMENT	304.94
100 5-4509-044	MEDICARE	41.11
100 5-4521-209	PROF/CONTR SVCS-OTHER	2,147.95
100 5-5011-042	RETIREMENT	1,137.74
100 5-5011-044	MEDICARE	193.56
100 5-5028-042	RETIREMENT	17.25

VENDOR SET: 01 City of Santa Paula

BANK: PY PAYROLL

DATE RANGE: 8/01/2015 THRU 8/31/2015

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
100 5-5028-044	MEDICARE	3.01
100 5-9285-042	RETIREMENT	7.23
100 5-9285-044	MEDICARE	1.30
	*** FUND TOTAL ***	214,378.27
103 2111	P/R LIAB PAYABLE-STATE TAX	3.76
103 2112	P/R LIAB PAYABLE-FEDERAL TAX	12.20
103 2113	P/R LIAB PAYABLE- MEDICARE	1.44
103 2114	P/R LIAB PAYABLE-PERS	5.58
103 2122	P/R LIAB PAYABLE-DUES	1.26
103 2127	P/R LIAB PAYABLE-UNITED WAY	0.38
103 5-1505-042	RETIREMENT	8.77
103 5-1505-044	MEDICARE	1.44
	*** FUND TOTAL ***	34.83
115 2111	P/R LIAB PAYABLE-STATE TAX	2.66
115 2112	P/R LIAB PAYABLE-FEDERAL TAX	8.55
115 2113	P/R LIAB PAYABLE- MEDICARE	1.37
115 2114	P/R LIAB PAYABLE-PERS	5.88
115 5-1502-042	RETIREMENT	5.82
115 5-1502-044	MEDICARE	1.37
	*** FUND TOTAL ***	25.65
204 2111	P/R LIAB PAYABLE-STATE TAX	168.27
204 2112	P/R LIAB PAYABLE-FEDERAL TAX	337.88
204 2113	P/R LIAB PAYABLE- MEDICARE	66.67
204 2114	P/R LIAB PAYABLE-PERS	238.80
204 2135	P/R LIAB PAYABLE-P/T RETIRE	13.50
204 5-1504-042	RETIREMENT	303.54
204 5-1504-044	MEDICARE	66.65
	*** FUND TOTAL ***	1,195.31
205 2111	P/R LIAB PAYABLE-STATE TAX	4.05
205 2112	P/R LIAB PAYABLE-FEDERAL TAX	11.86
205 2113	P/R LIAB PAYABLE- MEDICARE	1.29
205 2114	P/R LIAB PAYABLE-PERS	6.21
205 5-5027-042	RETIREMENT	3.70
205 5-5027-044	MEDICARE	0.64
205 5-9298-042	RETIREMENT	3.81
205 5-9298-044	MEDICARE	0.65
	*** FUND TOTAL ***	32.21
206 2111	P/R LIAB PAYABLE-STATE TAX	81.18
206 2112	P/R LIAB PAYABLE-FEDERAL TAX	196.72
206 2113	P/R LIAB PAYABLE- MEDICARE	20.27
206 2114	P/R LIAB PAYABLE-PERS	90.70

VENDOR SET: 01 City of Santa Paula

BANK: PY PAYROLL

DATE RANGE: 8/01/2015 THRU 8/31/2015

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
206 5-5026-042	RETIREMENT	109.75
206 5-5026-044	MEDICARE	20.29
	*** FUND TOTAL ***	518.91
226 2111	P/R LIAB PAYABLE-STATE TAX	2.70
226 2112	P/R LIAB PAYABLE-FEDERAL TAX	4.95
226 2113	P/R LIAB PAYABLE- MEDICARE	0.65
226 2114	P/R LIAB PAYABLE-PERS	3.14
226 2118	P/R LIAB PAYABLE-DEFRD COMP	3.05
226 5-9103-042	RETIREMENT	3.81
226 5-9103-044	MEDICARE	0.65
	*** FUND TOTAL ***	18.95
280 2111	P/R LIAB PAYABLE-STATE TAX	437.66
280 2112	P/R LIAB PAYABLE-FEDERAL TAX	1,223.11
280 2113	P/R LIAB PAYABLE- MEDICARE	251.45
280 2114	P/R LIAB PAYABLE-PERS	811.56
280 2118	P/R LIAB PAYABLE-DEFRD COMP	2.00
280 2122	P/R LIAB PAYABLE-DUES	129.49
280 5-5021-042	RETIREMENT	232.08
280 5-5021-044	MEDICARE	36.38
280 5-5022-042	RETIREMENT	996.75
280 5-5022-044	MEDICARE	215.07
	*** FUND TOTAL ***	4,335.55
281 2111	P/R LIAB PAYABLE-STATE TAX	91.50
281 2112	P/R LIAB PAYABLE-FEDERAL TAX	79.34
281 2113	P/R LIAB PAYABLE- MEDICARE	10.63
281 2114	P/R LIAB PAYABLE-PERS	48.11
281 2118	P/R LIAB PAYABLE-DEFRD COMP	97.75
281 2122	P/R LIAB PAYABLE-DUES	1.68
281 5-2003-042	RETIREMENT	14.62
281 5-2003-044	MEDICARE	2.19
281 5-9157-042	RETIREMENT	7.63
281 5-9157-044	MEDICARE	1.30
281 5-9294-042	RETIREMENT	7.23
281 5-9294-044	MEDICARE	1.30
281 5-9295-042	RETIREMENT	24.31
281 5-9295-044	MEDICARE	4.54
281 5-9297-042	RETIREMENT	7.63
281 5-9297-044	MEDICARE	1.30
	*** FUND TOTAL ***	401.06
312 2113	P/R LIAB PAYABLE- MEDICARE	1.12
312 2114	P/R LIAB PAYABLE-PERS	3.63
312 2122	P/R LIAB PAYABLE-DUES	0.73

VENDOR SET: 01 City of Santa Paula

BANK: PY PAYROLL

DATE RANGE: 8/01/2015 THRU 8/31/2015

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
312 5-5011-042	RETIREMENT	5.70
312 5-5011-044	MEDICARE	1.12
	*** FUND TOTAL ***	12.30
405 2111	P/R LIAB PAYABLE-STATE TAX	1.95
405 2112	P/R LIAB PAYABLE-FEDERAL TAX	114.94
405 2113	P/R LIAB PAYABLE- MEDICARE	31.64
405 2114	P/R LIAB PAYABLE-PERS	141.89
405 5-1502-042	RETIREMENT	166.46
405 5-1502-044	MEDICARE	31.64
	*** FUND TOTAL ***	488.52
409 2111	P/R LIAB PAYABLE-STATE TAX	0.88
	*** FUND TOTAL ***	0.88
450 2111	P/R LIAB PAYABLE-STATE TAX	106.91
450 2112	P/R LIAB PAYABLE-FEDERAL TAX	437.71
450 2113	P/R LIAB PAYABLE- MEDICARE	84.00
450 2114	P/R LIAB PAYABLE-PERS	270.55
450 2118	P/R LIAB PAYABLE-DEFRD COMP	224.05
450 2122	P/R LIAB PAYABLE-DUES	20.92
450 2127	P/R LIAB PAYABLE-UNITED WAY	1.87
450 2135	P/R LIAB PAYABLE-P/T RETIRE	40.10
450 5-1002-042	RETIREMENT	398.05
450 5-1002-044	MEDICARE	65.77
450 5-1502-042	RETIREMENT	78.57
450 5-1502-044	MEDICARE	18.27
	*** FUND TOTAL ***	1,746.77
610 2111	P/R LIAB PAYABLE-STATE TAX	310.95
610 2112	P/R LIAB PAYABLE-FEDERAL TAX	429.50
610 2113	P/R LIAB PAYABLE- MEDICARE	118.16
610 2114	P/R LIAB PAYABLE-PERS	244.07
610 2118	P/R LIAB PAYABLE-DEFRD COMP	61.71
610 2122	P/R LIAB PAYABLE-DUES	0.82
610 5-5061-042	RETIREMENT	128.75
610 5-5061-044	MEDICARE	23.66
610 5-5063-042	RETIREMENT	739.47
610 5-5063-044	MEDICARE	69.92
610 5-9213-042	RETIREMENT	10.65
610 5-9213-044	MEDICARE	1.95
610 5-9215-042	RETIREMENT	131.77
610 5-9215-044	MEDICARE	22.62
	*** FUND TOTAL ***	2,294.00
620 2111	P/R LIAB PAYABLE-STATE TAX	2,621.09

VENDOR SET: 01 City of Santa Paula
 BANK: PY PAYROLL
 DATE RANGE: 8/01/2015 THRU 8/31/2015

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
620 2112	P/R LIAB PAYABLE-FEDERAL TAX	6,173.20
620 2113	P/R LIAB PAYABLE- MEDICARE	1,012.40
620 2114	P/R LIAB PAYABLE-PERS	3,877.12
620 2118	P/R LIAB PAYABLE-DEFRD COMP	786.23
620 2120	P/R LIAB PAYABLE-GARNISHMNT	342.46
620 2122	P/R LIAB PAYABLE-DUES	489.39
620 2127	P/R LIAB PAYABLE-UNITED WAY	36.00
620 5-2005-042	RETIREMENT	1,261.86
620 5-2005-044	MEDICARE	136.12
620 5-5071-042	RETIREMENT	230.75
620 5-5071-044	MEDICARE	42.37
620 5-5072-042	RETIREMENT	3,367.19
620 5-5072-044	MEDICARE	542.31
620 5-5073-042	RETIREMENT	1,626.31
620 5-5073-044	MEDICARE	254.02
620 5-9008-042	RETIREMENT	119.59
620 5-9008-044	MEDICARE	22.68
620 5-9108-042	RETIREMENT	14.47
620 5-9108-044	MEDICARE	2.60
620 5-9233-042	RETIREMENT	18.67
620 5-9233-044	MEDICARE	3.25
620 5-9236-042	RETIREMENT	11.44
620 5-9236-044	MEDICARE	1.95
620 5-9302-042	RETIREMENT	38.76
620 5-9302-044	MEDICARE	7.10
	*** FUND TOTAL ***	23,039.33
702 2111	P/R LIAB PAYABLE-STATE TAX	168.98
702 2112	P/R LIAB PAYABLE-FEDERAL TAX	846.34
702 2113	P/R LIAB PAYABLE- MEDICARE	180.62
702 2114	P/R LIAB PAYABLE-PERS	688.06
702 2118	P/R LIAB PAYABLE-DEFRD COMP	100.00
702 2122	P/R LIAB PAYABLE-DUES	83.00
702 5-5041-042	RETIREMENT	1,034.98
702 5-5041-044	MEDICARE	180.62
	*** FUND TOTAL ***	3,282.60
800 2263	WELLMAN, A	45.67
	*** FUND TOTAL ***	45.67

VENDOR SET: 01	BANK: PY	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			41	251,850.81	0.00	251,850.81
BANK: PY	TOTALS:		41	251,850.81	0.00	251,850.81
REPORT TOTALS:			346	1,353,070.00	0.00	1,353,250.00

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Brian J. Yanez, Interim Public Works Director
John L. Ilasin, Capital Projects Engineer

Subject: Authorize the Filing of a Notice of Completion for the Steckel Water Conditioning Facility Filter Media Replacement Project

Date: September 10, 2015

Recommendation: It is recommended that the City Council: 1) Accept the work performed by ERS Industrial Services, Inc.; 2) Authorize City staff to file the Notice of Completion with the County Recorder; 3) Authorize City staff to proceed with the closeout of this project; and 4) Take such additional, related action that may be desirable.

Fiscal Impacts: The process of filing the Notice of Completion has no fiscal impact on the City.

Personnel Impacts: None.

General Discussion: On March 16, 2015, the City Council awarded the Steckel Water Conditioning Facility Filter Media Replacement Project to ERS Industrial Services, Inc. in the amount of \$384,847.15 and allocated \$426,332.00 for the project. Staff issued the Notice of Award on March 19, 2015. Due to material back order for the filter media through the months of April and May, staff did not authorize the Notice to Proceed until June 2, 2015.

The project involved removing the existing filter media in the three water conditioning vessels at the Steckel Water Conditioning Facility and replacing them with new media that conforms to current American Water Works Association (AWWA) standards. The project also involved the inspection and cleaning of the collection, distribution, and surface wash systems in the vessels and application of protective coating to the interior surfaces of the vessels.

During construction of the Project, additional work beyond the contract was deemed necessary. Upon removal of the filter media, an inspection was performed by the contractor with staff on hand that identified the following issues:

1. The contractor identified corroded brackets that hold down the influent header pipe in all the vessels. The contractor recommended rebuilding the brackets.

For the Regular City Council Meeting of September 21, 2015

Staff reviewed the recommendation and concurred with the rebuilding of the brackets.

2. Staff identified that a 14” water valve for the influent line in one of the vessels was in an inoperable condition. Staff ordered the removal of the 14” water valve.
3. The contractor identified hatch gaskets in poor condition for all the vessels. The contractor recommended removing and replacing the hatch gaskets for proper sealing. Staff reviewed the recommendation and concurred with installing new hatch gaskets.

The additional work did improve the overall efficiency of the water conditioning operation. The following contract change orders (CCO) further describe the additional work performed by and cost from the Contractor. These change orders were approved by Capital Projects Engineer and Interim Public Works Director:

CCO No.	Description	Reason for Change	Amount
1	This contract change order provides for adding extra work to rebuild the existing influent header hold-down brackets in Vessel #1 pursuant to Contractor's proposal dated June 10, 2015.	The reason for change is to rebuild the existing influent header hold-down brackets due to corrosion.	\$6,922.84
2	This contract change order provides for adding extra work to remove the 14” water valve from the influent line for Vessel #3. This contract change order provides for adding extra work to install hatch gaskets for Vessel #1, Vessel #2, and Vessel #3.	The reason for change is to remove the inoperable 14” water valve. The reason for change is to install new hatch gaskets for proper sealing.	\$1,393.38 \$752.65
3	This contract change order provides for adding extra work to rebuild the existing influent header hold-down brackets in Vessel #2 and Vessel #3 pursuant to Contractor's proposal dated June 10, 2015.	The reason for change is to rebuild the existing influent header hold-down brackets due to corrosion.	\$13,845.68
Total Contract Change Orders			\$22,914.55

The following table summarizes the total cost of construction:

a.	Allocated Project Budget	\$ 426,332.00
b.	Original Contract Price	\$ 384,847.15
c.	Contract Change Order Nos. 1, 2, and 3	\$ 22,914.55
d.	Adjusted Contract Price	\$ 407,761.70
e.	Total Construction Cost or Value of Work Performed	\$ 407,761.70
f.	Percent (%) Allocated Project Budget Decrease	(4.36)

The project was constructed in accordance with the contract documents.

Alternatives:

- A. Approve Staff’s recommendation as presented.
- B. Deny Staff’s recommendation as presented.

For the Regular City Council Meeting of September 21, 2015

C. Provide Staff with additional direction.

Attachments: Notice of Completion

**Recording Requested by
and When Recorded Mail To:
City Clerk, City Hall
P. O. Box 569
Santa Paula, CA 93061**

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name: Steckel Water Conditioning Facility Filter Media Replacement Project
Project No.: 608.00

Notice is hereby given pursuant to State of California Civil Code Section 3093 et seq that:

1. The undersigned is an agent of the owner of the interest stated below in the property hereinafter described.
2. The full name of the owner is: City of Santa Paula.
3. The full address of the owner is: City Hall, 970 Ventura Street, Santa Paula, CA 93060.
4. The nature of the interest of the owner is: Public utility facility.
5. A Work of improvement on the property hereinafter described was field reviewed by the Engineer in August 1, 2015. The Work done was: Water conditioning facility filter media replacement.
6. On September 21, 2015, the City of Santa Paula accepted the Work on of this contract as being complete and directed the recording of this Notice of Completion in the Office of the County Recorder.
7. The name of the Contractor for such Work of improvement was: ERS Industrial Services, Inc.
8. The property on which said Work of improvement was completed is in the City of Santa Paula, County of Ventura, State of California, and is described as follows: Assessor's Parcel Number 102-0-160-085.
9. The street address of said property is: 532 W. Main Street, Santa Paula, CA 93060.

Dated: _____

Brian J. Yanez
Interim Public Works Director

VERIFICATION

I, the undersigned, say: I am the Interim Public Works Director of the City of Santa Paula, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury the foregoing is true and correct.

Executed on _____, 2015 at Santa Paula, California.

Brian J. Yanez
Interim Public Works Director

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Brian J. Yanez, Interim Public Works Director
John L. Ilasin, Capital Projects Engineer

Subject: Approval of Professional Services Agreements with RJR Engineering Group for the Foothill/Hardison/Cameron Storm Drain Project

Date: September 10, 2015

Recommendation: It is recommended that the City Council: 1) Authorize the City Manager to execute a professional services agreement to RJR Engineering Group for design services for the Foothill/Hardison/Cameron Storm Drain Project in the amount of \$72,750.00 in a form approved by the City Attorney; 2) Request additional funds to be transferred to cover the design services in the amount of \$45,000 from the Sewer Collection Facilities Fund Account 227.5.9298.660; and 3) Take such additional, related action that may be desirable.

Fiscal Impacts: This project will be funded from the approved FY15/16 Capital Improvement Program budget for Foothill/Hardison/Cameron Storm Drain Project Account 206.5.9298.290. The funding source is the Storm Water Program.

Personnel Impacts: None.

General Discussion: The 2008 Storm Drain Master Plan identified the areas of Foothill Road, Hardison Street and Cameron Street as having severe drainage problems. The area had frequent flooding and mud flow incidents during significant rain events due storm water surface runoff from the steep slopes of the adjacent hills to the north. The 2008 Storm Drain Master Plan recommended to further study storm drainage improvement options for the area that will consider improvements to flow capacity and conveyance, flood control, property protection, and storm water quality.

On April 18, 2013, staff issued a formal request for proposal (RFP) to provide design consulting services. The general scope of services consisted of investigating the site; and preparing hydrology/hydraulic and soils engineering/geology reports, plans, specifications, and estimates. On May 30, 2013, staff received three proposals from the following firms:

1. RJR Engineering Group, Inc. (Oxnard, CA)
2. Nolte Vertical Five (Ventura, CA)

For the Regular City Council Meeting of September 21, 2015

3. AECOM (Camarillo, CA)

A City staff evaluation committee conducted an evaluation process that included a qualifications-based selection (QBS) process. Staff's QBS process is consistent with the federal Brooks Act of 1972 which evaluates the consultant based on the following essential criteria:

1. Project manager's qualifications;
2. Key personnel qualifications;
3. Responsiveness to the RFP;
4. Understanding of the project; and
5. References.

In June 2013, the evaluation committee determined that RJR Engineering Group, Inc. demonstrated an understanding of the City's needs and indicated commitment of resources to the design of the project. Staff further determined that its proposed key personnel is the best qualified to perform the services. Due to personnel changes and under-staffing in the Public Works Department in the later part of 2013 and into 2014, the Public Works Department postponed the QBS process, including any fee proposal request, until it was adequately staffed.

In July 2015, staff resumed the QBS process and requested an updated fee proposal from RJR Engineering Group, Inc. for negotiation. Staff received a revised fee proposal (dated July 16, 2015), and negotiated a fee that provided value to the City and fair compensation for the services.

After undertaking the QBS process, City staff determined that RJR Engineering Group, Inc. is the best qualified consultant for the project and provides the best value and service for the requirements of the design consulting services required for the project.

Alternatives:

- A. Approve staff's recommendation.
- B. Deny staff's recommendation.
- C. Provide staff with additional direction.

Attachments: None

For the regular City Council Meeting of September 21, 2015

MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Elisabeth V. Paniagua, Assistant to the City Manager
Ed Mount, Parks and Recreation Department

Subject: Authorization to Submit Amended Grant Application for the Housing
Related Parks Program Grant

Date: September 15, 2015

Recommendation: It is recommended that the City Council: 1) adopt Resolution No. 6951 authorizing the City to submit an amended grant application to the Housing Related Parks Program; and 2) take such additional, related action that may be desirable.

Fiscal Impacts: On July 1, 2015 the City was awarded \$516,350.00 in a Housing Related Parks Program grant to fund the construction of new restroom facilities with other amenities for Teague Park, Mill Park and Ebell Park. In order to accept the grant award, which was \$22,400 more than requested the City must amend its earlier application to request the larger grant award.

General Discussion: On March 2, 2015, the City Council approved Resolution No. 6920 authorizing the City's grant application in response to the Notice of Funding Availability issued by the California Department of Housing and Community Development for the Housing Related Parks Program Grant (Program).

Staff applied for the maximum possible amount of \$493,950.00 based on a variety of financial incentives tied to the documentation of newly constructed affordable housing units constructed during 2010-2014.

Staff identified three parks projects which would qualify for grant funding. These include the construction of new restroom facilities at Teague Park, Mill Park and a new irrigation system at Ebell Park. Existing restroom facilities and the irrigation system date back to the mid 1960's and 1970's and are in need of repair and/or replacement.

In July 2015, the City received notice that it was successful in its application and the State of California's Department of Housing and Community Development would be awarding \$516,350.000 an increase of \$22,400.00 above the original grant application. As a result, the City must provide a new revised Resolution No. 6951 indicating the City's intent to apply and receive the increase grant amount.

Alternatives:

- A. Adopt Resolution No. 6951 authorizing the City to re-apply for the grant.
- B. Do not adopt.
- C. Provide further direction to staff

Attachments: Resolution No. 6951

RESOLUTION NO. 6951

A RESOLUTION OF THE CITY OF SANTA PAULA AUTHORIZING APPLICATION FOR HOUSING RELATED PARKS GRANT

The City Council of the City of Santa Paula resolves as follows:

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

- A. The State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability dated December 10, 2014 (NOFA), under its Housing-Related Parks (HRP) Program.
- B. The City of Santa Paula desires to apply for a HRP Program grant and submit the 2014 Designated Program Year Application Package released by the Department for the HRP Program.
- C. The Department is authorized to approve funding allocations for the HRP Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package and Standards Agreement.

SECTION 2: The City is hereby authorized and directed to apply for and submit to the Department, the HRP Program Application Package, released December 2014 for the 2014 Designated Program Year in an amount not to exceed \$516,350.00. If the application is approved, the City is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) in an amount not to exceed \$516,350.000, and any and all documents required or deemed necessary or appropriate to secure the HRP Program Grant from the Department, and all amendments thereto (collectively, the HRP Grant Documents).

SECTION 3: The City shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. The City hereby agrees to use the eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.

SECTION 4: The City Manager is authorized to execute in the name of the City the HRP Program Application Package and the HRP Grant Documents as required by the Department for participation in the HRP Program.

SECTION 5: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 21st day of September 2015

John T. Procter, Mayor

ATTEST:

Judy Rice,
City Clerk

APPROVED AS TO FORM:

John C. Cotti
City Attorney

APPROVED AS TO CONTENT:

Jaime M. Fontes,
City Manager

For the City Council Meeting of September 21, 2015

**CITY OF SANTA PAULA
M E M O R A N D U M**

To: Members of the City Council

From: Stratis Perros, Deputy Planning Director

Subject: 2015-CUP-01, Enforcement Agreement for Caffe Verona Restaurant

Date: September 9, 2015

Recommendation: It is recommended that the City Council: (1) authorize the City Manager to execute an enforcement agreement, in a form approved by the City Attorney, allowing the sale of beer and wine for on-site consumption at the property located at 650 W. Harvard Blvd.; and (2) take such additional, related action that may be desirable.

Fiscal Impacts: None identified.

Personnel Impacts: None identified.

General Discussion:

SUMMARY

On August 25, 2015 the Planning Commission granted a Conditional Use Permit (CUP) to the applicant, Randolph Almanza on behalf of Caffe Verona restaurant, to allow the on-site sale of alcoholic beverages in connection with a Type 41 ABC license (beer and wine) for a new restaurant use. The CUP requires that the applicant enter into an enforcement agreement with the City to provide a tool by which the City can monitor and control potential problems associated with the on-site sale of alcohol. Planning Commission Resolution No. 3736 and the conditions of approval are attached to the Enforcement Agreement.

The Enforcement Agreement has been prepared with input and participation by Santa Paula Police Department. The agreement has also been reviewed by the City Attorney.

Santa Paula Municipal Code Chapter 16.58 – Alcoholic Beverage Sales, requires that the property owner/operator/applicant enter into an enforcement agreement before the sale of alcohol on the subject property may occur. This facilitates the Police

For the Regular City Council Meeting of September 21, 2015

Department's ability to monitor and take action for violations of the Applicant's ABC license.

ALTERNATIVES

The following alternative actions are available to the City Council:

1. Authorize the City Manager to execute the Agreement;
2. Modify the proposed Agreement and authorize the City Manager to execute it;
3. Receive and file the report without authorizing the City Manager to execute the proposed Agreement.

Attachments

Attachment A - Enforcement Agreement including Planning Commission Resolution No. 3736 and the Conditions of Approval

Attachment B – August 25, 2015 Planning Commission Staff Report

ATTACHMENT A
Enforcement Agreement
Between
The City of Santa Paula (the City)
And
Randolph Almanza for Caffe Verona (Applicant)
September 21, 2015

This agreement is entered into by the undersigned on September 21, 2015 at the City of Santa Paula, Ventura County, California as a consequence of the following facts:

- A. It is in the best interest of the citizens of the City of Santa Paula (the City) to monitor and control the sale of alcoholic beverages within the City;
- B. Randolph Almanza (Applicant) was approved to allow the sale of alcohol through an on-sale beer and wine ABC license (type 41) in conjunction with his restaurant (Caffe Verona) located at 650 W. Harvard Blvd., Assessor's Parcel No. 102-0-203-325, as permitted conditionally under Project No. 2015-CUP-01;
- C. The Conditional Use Permit (CUP) granted to the Applicants under Santa Paula Planning Commission Resolution No. 3736 is predicated upon execution of an enforcement agreement between the Applicants and the City;
- D. Enforcement agreements have been successfully used by other California communities as a means to better monitor and enforce compliance with special conditions concerning alcohol sales;

NOW THEREFORE, the parties agree to the following:

I. PUBLIC DOCUMENT

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

II. CONDITIONS

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

- a. The Applicant and all licensees, sublessees, must adhere to the Conditional Use Permit (CUP) granted to the Applicant under Santa Paula Planning Commission Resolution No. 3736 (attached).
- b. The Applicant and all licensees, sub lessees, must have a current, valid Alcohol Beverage Control license in order to serve alcoholic beverages.
- c. The Applicant and all licensees, sublessees, and their employees or agents who engage in the on-site sale of alcoholic beverages to the public must complete a course in *Responsible Beverage Sales and Service (RBSS)* or equivalent such as *Licensee Education on Alcohol and Drugs (LEAD)*, *Learn2Serve (program may be done online)* and in-restaurant training within thirty days of the granting of a license and/or date of employment.
- d. There must be no advertising of alcoholic beverages, or promoting or indicating the availability of alcoholic beverages, visible outside of the establishment, including advertising directed to the exterior from the interior. The foregoing must not be deemed to preclude interior advertising not directed to the exterior, but which is incidentally visible outside the establishment.
- e. Consumption of alcoholic beverages is only permitted on the premises.
- f. The sale of alcoholic beverages for consumption off the premises is strictly prohibited.
- g. The applicant must adopt a policy that outlines how security will be handled at events. This should include the following: proposed ratio per security guards to attendees, responsibilities of the security officers, traffic and parking issues, and procedures for ending an event.
- h. The applicants must develop an acknowledgement agreement that stipulates that all employees, lessees and caterers (food service and bartenders) have read all policies and will comply. Said agreement must be signed. A similar statement must be placed in the renter's contract.
- i. A copy of these conditions must be maintained on the premises and made available upon the demand of any peace officer.

III. BREACH OF THIS AGREEMENT

A breach of any condition listed in Section II (Conditions) above is a breach of this Agreement and a violation of the Applicants' Conditional Use Permit (CUP). Multiple breaches of the Agreement may result in more severe penalties, including amendment or revocation of the CUP.

IV. ENFORCEMENT

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

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

V. ENFORCEMENT COSTS

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

VI. APPEALS

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

VII. AMENDMENTS

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

VIII. BINDING EFFECT

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

IX. FORCE MAJEURE

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

X. WAIVER OF BREACH

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

XI. ENTIRE AGREEMENT

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

XII. SEVERABILITY

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

XIII. GOVERNING LAW

This Agreement will be governed by and construed under the laws of the State of California, irrespective of such state's choice of law principles. Exclusive venue for any dispute involving this Agreement is Ventura County Superior Court.

XIV. CONSTRUCTION

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

XV. TRUTHFULNESS

The recitals set forth at the beginning of this Agreement of any matters or facts will be conclusive proof of the truthfulness thereof and the terms and conditions set forth

in the recitals, if any, will be deemed a part of the Agreement.

XVI. REPRESENTATION BY COUNSEL

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

XVII. COUNTERPARTS

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

Randolph Almanza (Representative)

Date: _____

City of Santa Paula

Jaime Fontes, City Manager

APPROVED AS TO FORM:

John Cotti, Assistant City Attorney

**STAFF REPORT
PLANNING COMMISSION**

TO: Members of the Planning Commission

FROM: Stratis Perros, Deputy Planning Director

DATE: August 18, 2015 (Planning Commission meeting of August 25, 2015)

SUBJECT: **2015-CUP-01.** Request for a Conditional Use Permit to allow a Type 41 alcohol license (on-site sale of beer and wine) at a 2,841 square-foot restaurant.

Location: 650 W. Harvard Blvd., APN 102-0-203-325

Applicant: Adan Sandoval

Representative: Randolph Almanza

General Plan: Commercial

Zoning: General Commercial (C-G)

Environmental: Staff has determined the project to be Categorically Exempt from the California Environmental Quality Act (CEQA) Guidelines per §15301 (Class 1, Existing Facilities)

SUMMARY

The applicant is requesting approval of a Conditional Use Permit (CUP) to allow a Type 41 alcohol license (on-site sale of beer and wine) at a new restaurant (Caffe Verona) occupying the existing building at 650 W. Harvard Blvd, which was formerly Pizza Nostra. No new development to the existing building is proposed as part of this request.

All alcohol sales would be provided within the enclosed building as no outdoor seating is proposed as part of this request. No live entertainment is included with this request. The new restaurant seats around 100 customers.

There are no structural changes proposed for the exterior of the building, several primarily cosmetic interior improvements are proposed (interior painting, new light fixtures, new tables/chairs and upgraded kitchen equipment). The parking area will be resurfaced and re-stripped.

Surrounding Uses, Zoning, and General Plan Designations

Summary of General Plan, Zoning and Land Uses			
	General Plan	Zoning	Land Use
<i>Project Site</i>	Commercial	General Commercial (C-G)	Commercial/Prior Restaurant
North	Commercial	General Commercial (C-G)	Residential uses
South	Residential Medium Density	Medium Density Residential (R-2)	Multi family residential
East	Commercial	General Commercial (C-G)	Commercial retail
West	Commercial	General Commercial (C-G)	Restaurant

BACKGROUND

The project site is developed with an existing 2,841 square foot building. The project site was previously used as a restaurant (formerly Pizza Nostra).

PROJECT DESCRIPTION

The proposed use is an Italian restaurant which will occupy the entire building. The applicant is requesting a Type 41 alcohol license (on-site sale of beer and wine).

Based on the floor plan, the restaurant's dining area consists of 27 tables and a total of about 100 seats. No live entertainment and no outdoor seating is proposed as part of this request. The hours of operation for the restaurant will be 11am to 3 pm and 5 pm to 10 pm seven days a week. Type 41 ABC License requires full meal service to be provided at all times.

ANALYSIS

GENERAL PLAN

The General Plan designation for the property is Commercial. The zoning is General Commercial (C-G), which is consistent with the corresponding General Plan land use designation. The purpose of the Commercial land use category is to provide locations within the planning area where a wide variety of services can be provided to serve the community.

The Project as a whole is consistent with the underlying General Plan land use designation and promotes the objectives, policies, and goals in the City's General Plan including:

- Economic Development: 7(b) (The City should encourage the attraction and expansion of businesses that will diversify and sustain the community economically);
- Land Use Compatibility: 67 (Use the Conditional Use Permit process to analyze and approve special uses in various zone districts).

In summary, the Project complies with the General Plan and encourages the expansion of businesses to sustain economic sustainability.

DEVELOPMENT CODE

According to SPMC §16.58.010, any use providing alcohol beverages for on-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 Section 16.58.030 of this Chapter, must obtain a Conditional Use Permit.**

Applicant has requested a CUP for a Type 41 ABC License.

- B. The 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 would be undesirable, with consideration to be given to the area's function and character, problems of crime and loitering, traffic problems and capacity.**

The Project site is located in Census Tract 7 of the ABC license grid for the City of Santa Paula. According to ABC, Tract 7 is not over concentrated.

- C. Except for temporary sales of alcohol, sale of alcoholic beverages within 300 feet of a public or private school is prohibited on weekdays between the hours of 7:00 a.m. and 6:00 p.m.**

The subject location is not near any public or private schools.

- D. The proposed use must not adversely affect adjacent or nearby properties.**

Based on required compliance with the conditions of approval and enforcement agreement, the restaurant is not anticipated to adversely affect nearby properties and is compatible with surrounding uses.

- E. Adequate litter receptacles must be provided.**

As a condition of approval, the property will provide adequate litter receptacles.

- 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 resident's sleep between the hours of 10:00 p.m. and 7:00 a.m.**

There are residential uses near the project site; however, the restaurant does not propose operation after 10:00 pm nor before 7:00 am.

- G. No signs advertising any kind of alcoholic beverage, including beer, which will be easily visible from the exterior of the business, will be permitted.**

As a condition of approval, no signs advertising alcoholic beverages visible from the exterior of the business will be permitted.

- H. Windows will be required to be kept free of signs and other obstructions to allow visual inspection from the outside.**

As a condition of approval, windows will be kept free of signs or other obstructions.

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

The applicant must comply with SPMC §16.58.010 and Resolution 3393 and enter in an enforcement agreement that is subject to review and approval by the City Council.

CONDITIONAL USE PERMIT

According to Chapter 16.58 of the Santa Paula Development Code, all new sales of alcohol, with the exception of temporary sales as specified in Section 16.58.030, must obtain a Conditional Use Permit.

The applicant's request for a CUP to establish on-site sale of alcohol for a new restaurant would not contribute to an undue concentration of alcohol serving uses. The Project site is located in Census Tract 7 of the ABC license grid for the City of Santa Paula. According to ABC, Tract 7 is not over concentrated. Typically restaurant uses are not inherently troublesome as opposed to bar and nightclub uses.

A review of ABC licenses indicate that there is one other business within this census tract that maintains an ABC license. The consumption of alcohol would be confined to

the grounds and as conditioned would not create problems of crime because the establishment operates as a full-service restaurant.

California Code Section 23789 and Rule 61.4 state that the ABC may deny any retail license located (a) within the immediate vicinity of churches and hospitals, or (b) within at least 600 feet of schools, public playgrounds and nonprofit youth facilities. Generally, the ABC will deny a license in the above situations when there is evidence that normal operation of the licensed premises will be contrary to public welfare and morals. However, the existing establishment is not near any aforementioned facilities. Mere proximity by itself is not sufficient to deny the license.

ABC also will not license a new retail location within 100 feet of a residence unless the applicant can establish that the operation of the proposed premises will not interfere with the quiet enjoyment of the property by residents. The Project site is located within 100 feet of residences; however, the use is not expected to create problems for the nearby residences based on the applicant's operational statement, conformance with the enforcement agreement, and proposed hours of operation.

Per Section 16.218.040 of the Development Code, the Planning Commission may approve and/or modify a Conditional Use Permit in whole or in part, with or without conditions, provided that all of the following findings are made:

- 1. The proposed use at the particular location is necessary or desirable to provide storage facilities that will contribute to the general convenience or welfare of the neighborhood or the community;**

The proposed use, on-site serving of alcohol is a service that contributes to the general convenience of the community by providing its customers with a service commonly found at a full service restaurant. This is a service sought after and enjoyed by a large segment of the community. The service is desirable and it would generate additional sales tax revenue for the City.

- 2. The characteristics of the proposed use are not unreasonably incompatible with the types of use permitted in the surrounding areas;**

The proposed business is in harmony with the surrounding area because the proposed restaurant is an allowed use in the underlying zoning district and the site was formerly used as a restaurant. The characteristics of the proposed project are not unreasonably incompatible with the types of uses permitted in the surrounding area.

- 3. The proposed use is consistent with the objectives, policies, general land uses, and programs of the Santa Paula General Plan; and**

The proposed use is consistent with the objectives, policies, general land uses, and programs of the Santa Paula General Plan: The Project is consistent with Economic Development 7(b); Land Use Compatibility 6.5 of the Santa Paula General Plan.

- 4. The proposed use will not, under the circumstances of the particular case be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or injurious to property or improvements in the vicinity.**

The proposed use will not be detrimental to the health, safety, or general welfare because as conditioned, the project will comply with all current Building & Safety, Public Works, Fire and Development Code requirements.

SUMMARY OF ANALYSIS

Planning Staff recommends approval of the proposed Project because: 1) the Project is consistent with the General Plan; 2) the Project design, subject to the approval of a Conditional Use Permit, is compliant with the SPMC; 3) the Project development is compatible with the scale and character of the surrounding area; 4) the Project avoids significant adverse impacts to the environment; 5) the Project promotes orderly, attractive and harmonious development; and 6) the Project is recognized as a conditionally allowable use in the General Commercial zone.

ENVIRONMENTAL REVIEW

Based upon review of the policies and objectives of the General Plan, the SPMC requirements, and other City policies, staff determined that the proposed Project is Categoricaly exempt from the requirements of CEQA, the Santa Paula Guidelines and CEQA Guidelines, §15301, (Class 1, Existing Facilities) since the Project consists of licensing and involves no expansion of the existing use.

PUBLIC NOTIFICATION

A notice of public hearing was published in the Santa Paula Times in compliance with state law. Also, in compliance with the City's Zoning Ordinance, all property owners within a 300-foot radius of the project site were mailed notifications of the public hearing, and the project site was posted with a sign.

ALTERNATIVES

The following alternatives are available to the Planning Commission:

1. Adopt Resolution No. 3736 approving a Conditional Use Permit to allow a Type 41 alcohol license (on-site sale of beer and wine) at a 2,841 square-foot restaurant, subject to the conditions of approval.
2. Adopt an amended Resolution No. 3736 approving a Conditional Use Permit to allow a Type 41 alcohol license (on-site sale of beer and wine) at a 2,841 square-foot restaurant, subject to modifications to the conditions of approval required by the Planning Commission.
3. Deny the applicant's request for a Conditional Use Permit and direct staff to prepare a resolution of denial.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission select alternative one and approve Conditional Use Permit 2015-CUP-01 subject to the conditions of approval listed in the resolution.

Attachments:

- Exhibit A – Resolution 3736
- Exhibit B – Applicant's Proposal
- Exhibit C – Vicinity Map
- Exhibit D – Plans

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council
From: Sandra K. Easley, Finance Director
Subject: Amendment to the 2010 Santa Paula Utility Authority Lease
Date: August 31, 2015

Recommendation: The Staff recommends that the City Council: 1) adopt the amendment to the 2010 Santa Paula Utility Authority lease; and 2) take such additional, related action that may be desirable.

Fiscal Impacts: None

Personnel Impacts: None

General Discussion: During the course of the rating agency process, the City committed to amend the 2010 Santa Paula Utility Authority lease to eliminate the obligation of the Authority to make lease payments from surplus revenues (a provision that has never been used in any event). The amendment states that the proceeds of the Bonds satisfies the remaining obligation of the Authority to make lease payments, and that all remaining lease payments are now deemed to have been paid in full under Section 4.2(b) of the original lease.

Additionally, by taking this action, a technical gap in the document will be closed that could have potentially diverted excess wastewater system revenues away from more essential uses such as Chloride removal, rate stabilization and rebates and capital improvements.

Alternatives:

- A. Adopt the amendment to the 2010 Santa Paula Utility Authority lease
- B. Provide staff with additional direction.

Attachment:

Second Amendment to Wastewater Enterprise Lease Agreement

**SECOND AMENDMENT TO
WASTEWATER ENTERPRISE LEASE AGREEMENT**

Dated as of June 1, 2015

by and between

**THE CITY OF SANTA PAULA
as Lessor**

and

**THE SANTA PAULA UTILITY AUTHORITY
as Lessee**

SECOND AMENDMENT TO WASTEWATER ENTERPRISE LEASE AGREEMENT

This Second Amendment to Wastewater Enterprise Lease Agreement (this “Second Amendment”), dated as of June 1, 2015, is by and between the CITY OF SANTA PAULA, a general law city duly organized and existing under the laws of the State of California (the “City”), and the SANTA PAULA UTILITY AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California (the “Authority”);

B A C K G R O U N D :

1. The Authority and the City entered into a Wastewater Enterprise Lease Agreement dated as of February 1, 2010 (the “Original Lease”), under which the City leased its existing municipal wastewater enterprise (the “Enterprise”) to the Authority in return for an up-front lease payment.

2. The Authority and the City entered into a First Amendment to Wastewater Enterprise Lease Agreement dated as of April 1, 2015 (the “First Amendment”) to add to the Enterprise an existing wastewater treatment plant known as the Santa Paula Wastewater Recycling Facility (the “Wastewater Treatment Plant”), and to provide for an additional payment of Total Rent (as defined in the Original Lease) to fund the cost of acquiring the Wastewater Recycling Facility.

3. The Authority and the City entered into an Indenture of Trust with The Bank of New York Mellon Trust Company, N.A. in order to provide for, and secure the issuance by the Authority of, a series of revenue bonds (the “Bonds”), the proceeds of which were used to finance the additional payment of Total Rent under the First Amendment.

4. Section 4.2(a) of the Original Lease obligates the Authority to make additional Lease Payments to the City from Surplus Revenues (as those terms are defined in the Original Lease) up to the amount of Total Rent.

5. As additional consideration for the transactions contemplated by the First Amendment, the Authority and the City now wish to further amend the Original Lease to provide that the additional payment of Total Rent with the proceeds of the Bonds satisfies the remaining obligation of the Authority to make Lease Payments, and that all remaining Lease Payments are now deemed to have been paid in full under Section 4.2(b) of the Original Lease.

6. This Second Amendment is being entered into under Section 7.3 of the Original Lease.

A G R E E M E N T :

In consideration of the mutual agreements and covenants herein contained and for other valuable consideration, the City and the Authority do hereby agree as follows:

Section 1. Prepayment in Full of Lease Payments. In accordance with Section 4.2(b) of the Original Lease, the Authority and the City hereby acknowledge and agree that the additional payment by the Authority to the City from the proceeds of the Bonds constitutes the prepayment in full, under Section 9.2 of the Original Lease, of the remaining Total Rent due under the Original Lease, and that the obligation of the Authority to pay Lease Payments has terminated pursuant to Section 4.2(b) of the Original Lease.

Section 2. Original Lease Continues in Effect. Except as amended and supplemented by the First Amendment and this Second Amendment, the Original Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the Authority and the City have caused this Second Amendment to be executed by their respective officers, all as of the day and year first above written.

SANTA PAULA UTILITY AUTHORITY

By _____
John Procter,
Chairperson

ATTEST:

By _____
Judy Rice,
Secretary

CITY OF SANTA PAULA

By _____
John Procter,
Mayor

ATTEST:

By _____
Judy Rice,
City Clerk

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Janna Minsk, Planning Director
John C. Cotti, City Attorney

Subject: Consent to the Assignment and Assumption of the Amended and Restated Development Agreement to Limoneira Lewis Community Builders, LLC

Date: September 15, 2015

Recommendation: It is recommended that City Council: 1) consent to the assignment of the First Amended and Restated Development Agreement from Limoneira Company to Limoneira Lewis Community Builders, LLC; (2) authorize the Vice-Mayor to acknowledge consent through the execution of the Assignment and Assumption Agreement; and (3) take such additional, related action that may be desirable.

Fiscal Impacts: None at this time.

Personnel Impacts: No impacts to City personnel.

General Discussion: In 2008, as part of the first approval for the East Area 1 Project, the City entered into a Pre-Annexation and Development Agreement with Limoneira (as adopted by Ordinance No. 1191). On February 26, 2015, the City and Limoneira Company entered into a First Amended and Restated Development Agreement (“DA”) that amended certain conditions governing the development of the East Area 1 Project. Section 13 of the Development Agreement contains provisions authorizing the assignment of the rights and obligations contained in the Development Agreement to another person or entity subject to the consent of the City. Limoneira requests the City’s consent to assign a portion of the DA to Limoneira Lewis Community Builders, LLC (“Lewis Group”).

A copy of the Assignment and Assumption Agreement is attached, the purpose of which is to transfer Limoneira’s contractual rights and obligations in the DA to the Lewis Group. Through an arrangement with Limoneira, the Lewis Group will be responsible for land preparation, including grading and installing utilities, landscaping and park construction, creating the individual lot pads and designing the homes that will be built in the East Area 1 community. Consent to the assignment does not change any of the

For the Regular City Council Meeting of September 21, 2015

development entitlements, conditions of approval or provisions of the DA itself. As drafted, the assignment and assumption agreement is consistent with the current DA and other approved Project entitlements.

Alternatives:

- A. Authorize the City's consent to assign the DA to Limoneira Lewis Community Builders;

- B. Provide staff with additional information.

Attachment(s): Assignment and Assumption of First Amended and Restated Development Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Limoneira Lewis Community Builders, LLC
c/o Lewis Operating Corp
1156 North Mountain Ave
Upland, CA 91785
Attn: Legal Dept. (WBF)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**ASSIGNMENT AND ASSUMPTION OF
FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this "**Assignment Agreement**") is dated as of September __, 2015, but effective as of _____, 2015, by and between Limoneira Company, a Delaware corporation ("**Assignor**"), and Limoneira Lewis Community Builders, LLC, a Delaware limited liability company ("**Assignee**"), and the City of Santa Paula, a municipal corporation ("**City**").

RECITALS

A. Assignor is the owner of that certain real property, consisting of approximately 498 acres, located in the City of Santa Paula, County of Ventura, California, and legally described on Exhibit A attached hereto and incorporated herein by this reference (the "**East Area 1 Property**").

B. On or about February 26, 2015, Assignor and the City of Santa Paula entered into that certain First Amended and Restated Development Agreement (the "**Development Agreement**"), which was recorded in the Official Records of Ventura County on April 27, 2015, as Instrument No. 20150427-00062760-0, and which governs development of the East Area 1 Property. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Development Agreement.

C. Assignor intends to convey a portion of the East Area 1 Property (the "**Subject Property**") to Assignee pursuant to the terms of that certain Contribution Agreement by and between Assignor and Assignee, dated as of September 4, 2015 (the "**Contribution Agreement**"). The Subject Property is depicted on Exhibit B attached hereto and incorporated herein by this reference.

D. Subject to the terms and conditions set forth herein and in the Contribution Agreement, Assignor desires to assign and Assignee desires to assume all of Assignor's right,

title and interest, burdens and obligations under the Development Agreement with respect to the Subject Property only , as more specifically set forth in this Assignment Agreement.

E. Pursuant to Article 13 of the Development Agreement, Assignor has the right to transfer any portion of its rights and obligations under the Development Agreement to any person acquiring any portion of the East Area 1 Property, and Assignor has the right, but not the obligation, to seek the City's consent to any terms of such transfer that seek to relieve Assignor of any obligations under the Development Agreement.

F. Assignor and Assignee desire to release Assignor from those obligations under the Development Agreement specified herein, including but not limited to all obligations relating to development of the Subject Property. Assignor desires to retain, however, all rights, remedies and obligations it possesses under the Development Agreement with respect to that portion of the East Area 1 Property not being conveyed to Assignee (the "**Retained Property**"), including but not limited to the vested right to develop and use the Retained Property pursuant to the terms and conditions of the Development Agreement.

G. Assignor and Assignee desire to obtain the City's consent to the terms of this Assignment (described as a "Transfer Agreement" in Section 13.2.2 of the Development Agreement), and City desires to grant that consent.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree, and City does hereby consent, as follows:

1. Assignment by Assignor. Assignor hereby assigns to Assignee, effective as of the Effective Date (which Effective Date is the Closing as defined in the Contribution Agreement), without representation or warranty of any kind or nature, all of its rights, title, interest, burdens and obligations (arising from and after the Effective Date) of Assignor under the Development Agreement with respect to the Subject Property (as limited, collectively the "**Assumed Rights and Obligations**") but expressly excluding all of Assignor's rights, title, interest, burdens and obligations with respect to the Retained Property (the "**Retained Property Rights and Obligations**"). Without limiting the foregoing, and notwithstanding any other provision of this Assignment or the Development Agreement to the contrary, the Assumed Rights and Obligations specifically include: (1) the vested right to develop the Subject Property pursuant to the terms and conditions of the Development Agreement, the East Area 1 Specific Plan (as amended), Vesting Master Tentative Map No. 5854, and the conditions of approval relating thereto (collectively, the "**EA1 Entitlements**"); (2) all obligations of Developer set forth in Articles 3, 7 and 8 of the Development Agreement, save and except the payment of the City's Sewer Collection Facilities fee applicable to development of the Retained Property; (3) all remaining obligations of Assignor, under the Development Agreement and the other EA1 Entitlements, as of the Closing, related to development of the Subject Property; and (4) all remaining obligations of Developer under the Development Agreement and the other EA1 Entitlements, as of the

Effective Date, related to development of all residential units within the East Area 1 Property but excluding the Retained Property Rights and Obligations.

2. Assumption by Assignee. Assignee hereby accepts the foregoing assignment and assumes, as of the Effective Date, all of the Assumed Rights and Obligations, and agrees to observe and fully perform all of the Assumed Rights and Obligations, and to be subject to all of the terms and conditions of Developer under the Development Agreement and other EA1 Entitlements with respect to the Subject Property. Without limiting the foregoing, the parties intend that upon both execution of this Assignment and the Effective Date, Assignee shall be substituted for Assignor as the "Developer" under the Development Agreement with respect to the Subject Property and the Assumed Rights and Obligations.

3. Release of Assignor. The parties hereto intend that this Assignment shall effectuate the release of Assignor from all the Assignor's burdens and obligations with respect to the Assumed Rights Obligations, effective as of the Effective Date, and City hereby expressly consents to such release of Assignor, as permitted under Section 13.2.2 of the Development Agreement, but Assignor shall remain liable for all of the obligations under the Development Agreement related to the Retained Property. City hereby acknowledges and agrees that, upon information and belief and as of the date of its execution of this Assignment, Developer is not in default of any obligations under the Development Agreement. The Parties understand and agree that City may enforce its rights under the Development Agreement as to the Subject Property against Assignee. City hereby acknowledges and agrees that a default by Assignee of its Assumed Rights and Obligations as to the Subject Property shall not constitute a default by Assignor under the Agreement as to the Retained Property and a default by Assignor of its Retained Property Rights and Obligations shall not constitute a default by Assignee under the Agreement as to the Subject Property. City further acknowledges and agrees to deliver any notice of a breach or violation of the Development Agreement which concerns either the Subject Property or the Retained Property to both Assignee and Assignor.

4. Assignor Indemnification. Assignor agrees to indemnify, defend (with counsel selected by Assignor and satisfactory to Assignee) and hold Assignee, its partners, officers, directors, shareholders, trustees, employees and agents harmless from and against any and all litigation, loss cost, damage, claim, demand, expense or liability whatsoever (including without limitation, reasonable attorneys' fees, charges and costs) (collectively, "Claims") arising out of or related to the Retained Property Rights and Obligations..

5. Assignee Indemnification. Assignee agrees to indemnify, defend (with counsel selected by Assignee and satisfactory to Assignor) and hold Assignor, its partners, officers, directors, shareholders, trustees, employees and agents harmless from and against any and all Claims arising out of or related to the Assumed Rights and Obligations. Assignee further agrees to indemnify and defend City to the extent provided under the Development Agreement (see Section 15.3) for any and all claims arising under this Assignment or under the Development Agreement to the extent they arise after the Closing.

6. Successors and Assigns. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

7. Notice Address. The Notice Address described in Section 15.7 of the Development Agreement for the Developer with respect to the Subject Property shall be:

Developer: Lewis Santa Paula Member, LLC
1156 N. Mountain Avenue
Upland, California 91786
Attention: John M. Goodman
Email: john.goodman@lewisop.com

8. Further Assurances. The parties covenant that they will, at any time and from time to time upon written request therefor, execute and deliver to the other parties such documents and instruments as any party may reasonably request in order to fully effectuate the terms and conditions of this Assignment.

9. Counterparts. This Assignment may be executed in counterparts, each of which shall be an original, but which together, shall constitute a single document.

10. Choice of Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of California. Exclusive venue for any dispute arising from this Assignment is Ventura County.

11. Neutral Interpretation. This Assignment has been fully negotiated at arm's length between the signatories hereto, and after advice by counsel and other representatives chosen by such signatories, and such signatories are fully informed with respect thereto; no such signatory shall be deemed the scrivener of this Assignment; and, based on the foregoing, the provisions of this Assignment shall be construed as a whole according to their common meaning and not strictly for or against any party.

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

ASSIGNOR:

LIMONEIRA COMPANY,
a Delaware corporation

By: _____
Name: _____
Title: _____

CITY:

CITY OF SANTA PAULA,
A municipal corporation

Martin Hernandez, Vice Mayor

ASSIGNEE:

LIMONEIRA LEWIS COMMUNITY
BUILDERS, LLC,
a Delaware limited liability company

By: Limoneira EA1 Land, LLC
a Delaware limited liability company
its sole Member

By: Limoneira Company,
a Delaware corporation
its sole Member

By: _____
Name _____
Title: _____

ATTEST:

Judy Rice, City Clerk

APPROVED AS TO FORM:

By: _____
John C. Cotti, City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, or validity of that document.

State of California
County of _____ } s.s.

On _____, 2015 before me, _____, Notary Public personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, or validity of that document.

State of California
County of _____ } s.s.

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State of California
County of _____ } s.s.

On _____, 2015 before me, _____, Notary Public personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

EXHIBIT A

Description of East Area 1 Property

All that certain real property situated in the County of Ventura, State of California, described as follows:

PARCEL 1:

South-East one-quarter of North-West Quarter; South one-half of North-East one-quarter; South-East Quarter of Section Two (2); South-West one-quarter of North-West one-quarter; West one-half of South-West one-quarter of Section One (1), all in Township Three (3) North, Range Twenty-One (21) West, San Bernardino Base and Meridian, in the County of Ventura, State of California, according to the Official Plat thereof.

Except therefrom all that portion conveyed to Ventura County Flood Control District in Deed recorded July 11, 1973 in Book 4138, Page 352 Official Records.

Also except therefrom all that portion lying Westerly of the Easterly line of the land conveyed to Ventura County Flood Control District in Deed recorded July 11, 1973 in Book 4138, Page 381 Official Records.

Also except that portion of said land conveyed to the Ventura County Flood Control District in Deed recorded April 19, 1999, as Instrument No. 1999-075852 of Official Records.

Also except therefrom any portion thereof lying within the land conveyed to the State of California by Deed recorded September 24, 1953 in Book 1157, Page 570 of Official Records.

Also except therefrom all oil, gas, hydrocarbons, or other minerals in and under, and that may be hereafter produced from said land, as conveyed to Alice Teague Cox, et al., in Deeds recorded March 28, 1955 in Book 1276, Pages 459, 464, 469, 474, 479, 484, 489, 494, 499, 504, 509, 514 and 519, all of Official Records.

An undivided 474/2500 interest in the above mentioned oil and gas was purportedly quitclaimed to Limoneira Company, a California Corporation, by Deed recorded June 23, 2000 as Instrument No. 2000-0100215 of Official Records.

By Quitclaim Deeds recorded December 16, 2008 as Instrument No's 20081216-00179939 and 20081216-00179940 all rights to enter the surface of the land to a depth of 500 feet were released.

Assessor's Parcel Number: 040-0-180-565 (Portion)

PARCEL 2:

All that portion of the Northwest Quarter of the Northwest Quarter of Section 12 in Township 3 North, Range 21 West, San Bernardino Base and Meridian, in the County of Ventura, State of California, according to the Official Plat thereof, described as follows:

Beginning at a mound of stone set at the corner common to Sections 1, 2, 11 and 12 of said Township 3 North, Range 21 West, San Bernardino Base and Meridian, from which an Oak Tree, 12 inches in Diameter marked "S. 11 BT", bears South 47° 45' West 0.73 of a chain, and also an Oak Tree 9 inches in Diameter, marked "S.12 BT", bears South 40° 15' East 0.49 of a chain; thence from said point of beginning,

- 1st: South 15.20 chains, at 12.70 Chains, intersect center line of the Track of the Southern Pacific Railroad Company; at 15.20 chains, a point in the center line of the public road from Santa Paula to Fillmore City; thence (with a Vernier Angle of 123° 00' to the left), along the center line of said public road,
- 2nd: North 57° 30' East 24.66 chains; at 11.82 chains, intersect center line of the Track of the Southern Pacific Railroad Company, at 24.66 chains, an Iron Standard in the Center of said Road; thence,
- 3rd: North 0.53 of a chain to a point from which the Quarter section corner section between Sections 1 and 12 of Township, 3 N., Range, 21 W., S.B.M, bears East 20.07 chains distant; thence,
- 4th: North 86° West 20.70 chains to the point of beginning.

Except therefrom all that portion of lying Southerly of the Northerly line of the right of way of the Southern Pacific Railroad Company, 100 feet wide.

Also except therefrom all that portion lying Southeasterly of the Northwesterly line of Telephone Road (State Highway 126), as described in Deeds recorded May 3, 1916 in Book 150, Page 121 of Deeds, and recorded September 21, 1953 in Book 1157, Page 570 of Official Records.

Also Except therefrom that portion described as follows:

Beginning at the intersection of the Northerly line of the right of way of the Southern Pacific Railroad, 100 feet wide, with the Westerly line of said Section 12; thence from said point of beginning.

- 1st: North 0° 04' East 315.73 feet to a point; thence,
- 2nd: North 80° 01' 50" East 441.55 feet to a point; thence,
- 3rd: South 36° 44' 40" East 167.53 feet to the beginning of a tangent curve concave Westerly, and having a radius of 166.70 feet; thence,
- 4th: Southerly along said curve through an angle of 15° 15' 30" an arc distance 44.39 feet to a point on the line of said right of way of the Southern Pacific Railroad, 100 feet wide; thence, along said Northerly line,
- 5th: South 68° 30' 50" West 598.61 feet more or less to the Westerly line of said Section 12, being the point of beginning.

Also except therefrom all oil, gas, hydrocarbons, or other minerals in and under, and that may be hereafter produced from said land, as conveyed to Alice Teague Cox, et al., in Deeds recorded March

28, 1955 in Book 1276, Pages 459, 464, 469, 474, 479, 484, 489, 494, 499, 504, 509, 514 and 519, all of Official Records.

An undivided 474/2500 interest in the above mentioned oil and gas was purportedly quitclaimed to Limoneira Company, a California Corporation, by Deed recorded June 23, 2000 as Instrument No. 2000-0100215 of Official Records.

By Quitclaim Deeds recorded December 16, 2008 as Instrument No's 20081216-00179939 and 20081216-00179940 all rights to enter the surface of the land to a depth of 500 feet were released.

Assessor's Parcel Number: 040-0-180-565 (Portion)

PARCEL 3:

That portion of the Northeast Quarter of the Southwest Quarter and Lot 3 of Section 2, Township 3 North, Range 21 West, in the County of Ventura, State of California, according to the official Plat thereof, described as follows:

Beginning at a point in the Northerly line of said Northeast Quarter of the Southwest Quarter distant East 135.00 feet from the Northwesterly corner thereof at the Northerly terminus of the centerline of the land described in the Deed to the City of Santa Paula, recorded November 23, 1928 as Instrument No. 12530 in Book 233, Page 181 of Official Records; thence along said center line by the following three courses,

- 1st: South 12° 04' 31" East 865.3 feet to an angle point; thence,
- 2nd: South 29° 05' 01" East 776.13 feet to an angle point; thence,
- 3rd: South 22° 25' 21" East 1153.0 feet more or less to the Southerly line of said Lot 3; thence along said Southerly line,
- 4th: East to the Southeasterly corner of said Lot 3; thence along the Easterly line thereof to and along the Easterly line of said Northeast Quarter of the Southwest Quarter,
- 5th: North 2670 feet, more or less, to the Northeasterly corner of said Northeast Quarter of the Southwest Quarter; thence, along the Northerly line thereof,
- 6th: West 1185 feet; more or less, to the point of beginning.

Except that portion thereof lying Southwesterly of the first, second, third, fourth and fifth courses of the land described in the deed to Ventura County Flood Control District, recorded in the Deed to Ventura County Flood Control District recorded March 7, 1974, as Instrument No. 13855 in Book 4232, Page 941 of Official Records.

Also except that portion of land conveyed to the Ventura County Flood Control District, in Deed recorded April 19, 1999 as Instrument No. 1999-075852 of Official Records.

Also except an undivided 2/3-rds interest in all oil, gas, hydrocarbon and other subsurface minerals lying below 550 feet of the surface of said land; provided however, that the right of entry to drill, explore and develop said reserved oil and mineral rights shall be restricted to a site within the 100-

foot by 100 foot Southeasterly most corner of said land, as reserved by Catherine L. Vanderkarr, a widow, also known as Katherine L. Vanderkarr, Elijah Charles Strode and Josephine Strode, husband and wife, in Deed recorded September 18, 1970 in Book 3722, Page 67 of Official Records.

Also except therefrom all but 8-1/3% interest in the remaining 1/3 interest in all oil, gas, hydrocarbon and other subsurface minerals lying below 550 feet of the surface of said land; provided however that the right of entry to drill, explore and develop said reserved oil and mineral rights shall be restricted to a site within the 100-foot by 100-foot Southeasterly most corner of said land, said mineral rights are to be divided as follows: Douglas S. Brown, an undivided 12-1/2% interest; Robert E. Smallwood, an undivided 6-1/4% interest and Dona Mae Smallwood, an undivided 6-1/4th% interest; as recorded in the Deed recorded July 18, 1979 in Book 5442, Page 799 of Official Records.

Assessor's Parcel Number: 040-0-180-435

PARCEL 4:

That portion of Section 11, Township 3 North, Range 21 West, San Bernardino Meridian, in the County of Ventura, State of California, according to the official plat thereof described as follows:

Beginning at a 1-1/2 inch iron pipe set at the corner common to Sections 1, 2, 11 and 12, Township 3 North, Range 21 West, thence from said point of beginning along the line between Sections 11 and 12 by the following two courses,

- 1st: South 0° 18' 10" West 465.00 feet to a 3/4 inch iron pipe; thence,
- 2nd: South 0° 16' 20" West 315.73 feet to a 3/4 inch iron pipe set in the Northerly line of the right of way of the Southern Pacific Company by the following two courses,
- 3rd: South 68° 41' 35" West 725.66 feet to a brass-capped 1-1/2 inch iron pipe; thence,
- 4th: South 68° 41' 25" West 761.20 feet to a 1/3 inch iron pipe set in the Northerly line of Lot 2, Section 11, Township 3 North, Range 21 West; thence along said Northerly line of Lot 2, Section 11,
- 5th: North 89° 48' 40" West 688.26 feet to a 3/4 inch iron pipe set in the Easterly line of the Santa Paula Creek storm water channel as said channel is described in Book 236, Page 317 of Official Records, in the Office of the County Recorder of said County; thence along the same Easterly line of the Santa Paula Creek storm water channel by the following two courses,
- 6th: North 13° 15' 40" West 62.26 feet to a 1-1/2 inch brass-capped iron pipe; thence,
- 7th: North 21° 14' 25" West 1369.30 feet to a 1-1/2 inch brass-capped iron pipe set in the line between Sections 2 and 11, Township 3 North, Range 21 West, thence along the line between the said Sections 2 and 11 by the following two courses,
- 8th: South 89° 36' 05" East 1495.32 feet to a 1-1/2 inch brass-capped iron pipe; thence,
- 9th: South 89° 37' 35" East 1090.53 feet to the point of beginning.

Except that portion of land conveyed to Ventura County Flood Control District described in Deed recorded July 19, 1973, in Book 4142, Page 26 of Official Records.

Also Except that portion thereof conveyed to Ventura county Flood Control District described in Deed recorded May 13, 1999 as Instrument No. 99-094122 of Official Records.

Also Except all of the oil, gas and other hydrocarbon substances in and under said lands, together with the right to drill for, extract and remove the same from said premises, together with the right to enter upon said premises for such purposes, as reserved by Katie Nowak, a widow in Deed recorded January 7, 1953 in Book 1108, Page 329 of Official Records.

Certain rights to enter upon and/or utilize the surface or any portion of the area which is within five hundred (500) feet beneath the surface thereof, were conveyed to the owners of record by Frank Nowak, by Deed recorded June 2, 1989 as Instrument No. 89-087112 of Official Records.

Assessor's Parcel Number: 107-0-200-115 (Portion)

PARCEL 5:

That portion of the Northwest 1/4 of the Northeast 1/4 of Section 11, Township 3 North, Range 21 West, San Bernardino Meridian, in the County of Ventura, State of California, according to the Official Plat thereof described as follows:

Beginning at the intersection of the South line of said Northwest Quarter of the Northeast Quarter with the East line of the land described in Deed to Ventura County, recorded in Book 236 Page 317 of Official Records; thence along the East line of the land last referred to by the following two courses and distance,

- 1st: North 13° 15' 40" West 62.26 feet to a 1-1/2 inch iron pipe; thence,
- 2nd: North 21° 14' 25" West 1369.30 feet to a 1-1/2 inch iron pipe in the North line of said Section 11; thence,
- 3rd: Westerly along said North line to the Northwest corner of said Northwest Quarter of the Northeast Quarter; thence,
- 4th: Southerly along the West line of said Northwest Quarter of the Northeast Quarter to the most Northerly corner of the land conveyed to Mary Corvetto by Deed recorded in Book 11, Page 229 of Official Records; thence Southeasterly along the Easterly line of said land of Mary Corvetto, 570.15 feet to a point in the Southerly line of said Northwest Quarter of the Northeast Quarter; thence Easterly along said Southerly line to the point of beginning.

Except that portion thereof conveyed to Ventura County Flood Control District described in Deed recorded July 19, 1973 in Book 4142, Page 26 of Official Records.

Also except that portion thereof conveyed to Ventura County Flood Control District described in Deed recorded May 13, 1999 as Instrument No. 99-094122 of Official Records.

Also except all of the oil, gas and other hydrocarbon substances in and under said lands, together with the right to drill for, extract and remove the same from said premises, together with the right to

enter upon said premises for such purposes, as reserved by Katie Nowak, a widow, in Deed recorded January 7, 1953 in Book 1108, Page 329 of Official Records.

Certain rights to enter upon and/or utilize the surface or any portion of the area which is within five hundred (500) feet beneath the surface thereof, were conveyed to the owners of record by Frank Nowak, by Deed recorded June 2, 1989 as Instrument No. 89-087112 of Official Records.

Assessor's Parcel Number: 107-0-200-115 (Portion)

EXHIBIT B

Description of Subject Property

**CITY OF SANTA PAULA
M E M O R A N D U M**

To: Honorable Mayor and Members of the City Council

From: Janna Minsk, Planning Director

Subject: East Area 1 Specific Plan Text Amendment-Ordinance No. 1256 to Amend Setback and Drought Tolerant Landscaping Requirements for Residential Development. Project No. 06-CDP-02

Date: September 10, 2015

Recommendation: That the City Council: 1) open the public hearing; 2) receive testimonial and documentary evidence; 3) after considering the evidence, introduce and waive first reading of Ordinance No. 1256; and 4) take such additional, related action as may be appropriate.

Fiscal Impacts: No fiscal impacts.

Personnel Impacts: No personnel impacts.

Background: The East Area 1 Specific Plan (EA1SP) project was adopted February 17, 2015 at a joint meeting with the City Council and Planning Commission. The adopted, EA1SP describes the “conceptual” layout and distribution of the planned land uses within the 501 acre project site. As Limoneira began the actual design and construction phase, specific lot layout and physical details, such as building setbacks require reconciliation with the existing EA1SP regulations.

The requested text amendment would allow for design, setback and building product flexibility for the residential development regulations within the EA1SP. The request also includes a revision to the landscape requirements to encourage drought tolerant landscaping for all residential properties. Further, the proposed text amendment would authorize the Planning Director to grant minor setback adjustments in addition to similar administrative modifications the Planning Director is currently authorized to grant. These types of requested text revisions are not unusual as implementation of a Specific Plan occurs. The requested text amendments are discussed in detail in the attached Planning Commission staff report (Exhibit D).

On August 25, 2015 the Planning Commission (PC) adopted Resolution No. 3735 recommending that the City Council adopt Ordinance No. 1256 amending the East Area 1 Specific Plan to modify the development standards for building setbacks and drought tolerant landscapes for residential uses in the Neighborhood and Hallock Center Zones.

For the Regular City Council Meeting of September 21, 2015

At the PC meeting several Commissioners expressed a concern that the “setback” text amendment could allow all the residential uses to have small setbacks. Consequently, the Planning Commission included text to be added to Table 5-2 limiting the amount of residential units that can be built at the minimum setback criteria to 35%.

Additionally, the Commissioners requested that the landscape standards regarding the use of drought tolerant plant materials change the word “preferred” to “encourage.” These two Planning Commission requested revisions were incorporated into Ordinance No. 1256.

Environmental Review: In accordance with CEQA Guidelines § 15168 (c) (2), the proposed text revisions are consistent with the Final Supplemental Environmental Impact Report (FSEIR) prepared and certified for the 2015 East Area 1 Specific Plan.

A Notice of Consistency to the Final Supplemental EIR was prepared and is included as Attachment “A” to Ordinance No. 1256.

Public Notification. A notice of public hearing was published in the Santa Paula Times in compliance with state law. As of the date of this report, staff has not received any written or verbal comments regarding this project.

Recommendation: It is recommended that the City Council: 1) open the public hearing; 2) receive testimonial and documentary evidence; 3) after considering the evidence, introduce and waive first reading of Ordinance No. 1256; and 4) take such additional, related action as may be appropriate.

Attachments:

Exhibit A-Ordinance No. 1256

Exhibit B-Planning Commission Resolution No. 3735

Exhibit C-Draft Planning Commission Minutes (August 21, 2015 meeting)

Exhibit D-Planning Commission Staff Report, dated August 18, 2015 (w/o exhibits)

Exhibit A

Ordinance No. 1256

ORDINANCE NO. 1256

**AN ORDINANCE AMENDING THE EAST AREA 1 SPECIFIC PLAN (SP-3)
TO ADJUST SETBACK AND LANDSCAPING REQUIREMENTS; AND TO
AUTHORIZE THE PLANNING DIRECTOR TO MAKE ADMINISTRATIVE
ADJUSTMENTS TO SETBACK REQUIREMENTS.**

(PROJECT NO. 2006-CDP-02)

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

SECTION 1: The City Council finds and declares that:

- A. On February 17, 2015, the City Council certified the East Area 1 Supplemental Environmental Impact Report (SCH#2006071134) (the "SEIR") and adopted the amended East Area 1 Specific Plan (SP-3) by Ordinance No. 1255 (the "EA1SP").
- B. On August 10, 2015, Limoneira Company ("Applicant") filed an application with the City to amend EA1SP as to landscaping regulations; setback requirements; and authorizing the Planning Director to make minor adjustments for setback requirements (the "Project").
- C. The application was reviewed by City's Planning Department for, in part, for consistency with the General Plan and conformity with the Santa Paula Municipal Code ("SPMC").
- D. In addition, the City reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq.*, the "CEQA Guidelines").
- E. On August 25, 2015, the Planning Commission held a public hearing regarding the Project to receive public testimony and other evidence regarding the Project including, without limitation, information provided to the Planning Commission by the Applicant's representative. Following the public hearing, the Planning Commission voted to recommend approval of the project to the City Council for reasons stated in Planning Commission Resolution No. 3735.
- F. This Ordinance, and its findings, is adopted based upon the evidence set forth in the entire record including, without limitation, documentary and testimonial evidence; the staff report; and such additional information set forth in the entire administrative record that is too voluminous to reference, but is on file with the City Clerk's office.

SECTION 2: *Environmental Review.* The Project is consistent with the SEIR for the reasons set forth in attached Exhibit "A," which is incorporated by reference. Accordingly, no further environmental review is required.

SECTION 3: *Findings and Conclusions.* The City Council incorporates the findings and conclusions from Planning Commission Resolution No. 3735 as if fully set forth. Accordingly, the City Council finds that the Project conforms to the General Plan, SPMC and EA1SP.

SECTION 4: *Amendments.* The EA1SP is amended as follows:

A. Table 5-2 set forth in the EA1SP is amended in its entirety to read as set forth in attached Exhibit "B," which is incorporated by reference.

B. EA1SP Section 4.8.5(B) is amended to add the following:

"Minor expansions or reductions (not to exceed 25%) of the required setbacks set forth in Table 5-2, Minimum Building Setbacks."

C. In all instances where turf is a required element of landscaping, the following statement is added within the EA1SP:

"Notwithstanding anything to the contrary, landscapes of drought tolerant and California native plant materials are encouraged as landscaping for all residential properties."

SECTION 5: *Technical Corrections.* The City Manager, or designee, is authorized to make technical corrections, in a form approved by the City Attorney, to maps, diagrams, tables, and other, similar, documents (collectively, "Maps") that may be required to reconcile the changes made by this Ordinance with amendments made to the Maps by other City Council action in unrelated land use applications between 2008 and 2015.

SECTION 6: *Reliance on Record.* Each and every one of the findings and determinations in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Plans. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 7: *Preservation.* Repeal or amendment of any previous Specific Plan does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 8: *Severability.* If any part of this Ordinance or its application is deemed

invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 9: Notice. The City Clerk is directed to certify the passage and adoption of the Ordinance, make a note of the passage and adoption in the records of this meeting, and within fifteen days after the passage and adoption of this Ordinance cause it to be published and posted in accordance with California law.

SECTION 10: This Ordinance will become effective on the 31st day following its passage and adoption.

PASSED AND ADOPTED this _____ day of _____ 2015

Martin F. Hernandez, Vice Mayor

ATTEST:

Judy Rice, City Clerk

APPROVED AS TO FORM:

John C. Cotti, City Attorney

APPROVED AS TO CONTENT:

Jaime M. Fontes. City Manager

EXHIBIT A

Notice of Consistency with the Final Supplemental Environmental Impact Report for the East Area 1 Specific Plan Text Amendment (Project No. 06-CDP-02)

The City Council certified the East Area 1 Specific Plan Amendment Supplemental Environmental Impact Report (SCH #2006071134) on February 17, 2015. Section 15168(c)(2) of the CEQA Guidelines states that, if a project is proposed which has been the subject of a prior certified EIR or adopted Negative Declaration, and “[i]f the [City] finds that pursuant to Section 15162, no new effects could occur or new mitigation measures would be required, the [City] can approve the activity as being within the scope of the project covered by the ... EIR, and no new environmental document would be required.” As set forth below and in the administrative record, a new environmental document is not required for the proposed project. Specifically, the project will not result in any new environmental effects or require additional mitigation measures. Consequently, the project will not result in any additional development beyond that anticipated in the certified Final Supplemental EIR for the East Area 1 Specific Plan Amendment.

A copy of the Final EIR is available on the City of Santa Paula website:

<http://ci.santa-paula.ca.us/eastareaone/index>

This Final Supplemental EIR is hereby incorporated into the City Council staff report by reference.

Exhibit B

Table 5-2: Minimum Building Setbacks ^{1, 2}

Building Type	East Area 1 Zones			
	CD	HC		N
		Commercial	Residential	
Primary Street Setback	10 ft.; 30 ft. max.	0-10 ft.	10 ft.	10 ft.
Side Street Setback	10 ft.	0 ft.	10 ft.	10 ft.
Side Yard Setback	10 ft.	0 ft.	5 ft.	5 ft.
Rear Yard Setback	10 ft.	5 ft.	10 ft. w/out alley 3 ft. w/ alley	10 ft. w/o alley 3 ft. w/ alley

1 All development in the Specific Plan Area, including residences and private residential yards, schools and designated recreational facilities, must be setback a minimum of 100 feet from 100-110kV lines and 150 feet from 220-230 kV lines.

2 No more than 35% of the residential units can be built at the minimum setback criteria.

Exhibit B

Planning Commission Resolution No. 3735

RESOLUTION NO. 3735

**A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL ADOPT
AN ORDINANCE AMENDING THE EAST AREA 1 SPECIFIC PLAN
REGULATIONS AFFECTING RESIDENTIAL DEVELOPMENT TO
ALLOW, WITHOUT LIMITATION, DROUGHT TOLERANT
LANDSCAPING AND SETBACK ADJUSTMENTS.**

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

SECTION 1: The Planning Commission finds and declares that:

- A. On August 10, 2015, the Limoneira Company filed an application to amend the East Area 1 Specific Plan ("EA1SP") regulations affecting residential development to allow, without limitation, drought tolerant landscaping and setback adjustments (the "Project");
- B. The City reviewed the Project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA"), the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq.*, the "CEQA Guidelines"), and the City's Environmental Guidelines;
- C. On August 25, 2015, the Planning Commission opened the public hearing to receive public testimony and other evidence regarding the application including, without limitation, information provided to the Commission by City staff, public testimony, and representatives of the applicant; and
- D. This Resolution and its findings are made based upon the testimony and evidence presented to the Commission at its August 25, 2015, public hearing including, without limitation, the staff report submitted by the Planning Director.

SECTION 2: *Factual Findings and Conclusions.* The Commission finds that the following facts exist:

- A. The proposed Project would allow:
 - 1. The amended Specific Plan to provide additional housing types than originally approved, which provides housing opportunities for a variety of lifestyles and economic segments.
 - 2. For greater flexibility in design to accommodate a more diverse housing "product" mix within the Neighborhood and Hallock center residential zones.

3. For the elimination of lawn/turf use and encourage the use of drought tolerant landscape for residential areas.
 4. For authorization of the Planning Director to make minor adjustments to setback requirements.
- B. In accordance with CEQA Guidelines § 15091, the record upon which the Planning Commission's findings are based is located at the Planning Department, City of Santa Paula, 970 Ventura Street. The custodian of records is the Planning Director.

SECTION 3: Environmental Assessment. Because of the facts set forth above, the Project is consistent with the Supplemental Environmental Impact Report ("SEIR") certified by the City Council on February 17, 2015 (State Clearinghouse No. 2006071134). None of the elements set forth in Public Resources Code § 21166 or CEQA Guidelines § 15162 exists. Accordingly, no subsequent or supplemental Environmental Impact Report, Mitigated Negative Declaration or Addendum is required to be prepared before adopting the Project. The Notice of Consistency is attached as Exhibit "A," and incorporated by reference.

SECTION 4: General Plan and Specific Plan Findings. The proposed project conforms to the City's General Plan and the EA1SP as follows:

- A. The General Plan Land Use Designation for the project site is East Area 1 Specific Plan.

SECTION 5: Zone Text Amendment Findings. Pursuant to Santa Paula Municipal Code ("SPMC") §§ 16.210.050 and 16.216.080, the Planning Commission makes the following findings:

- A. The East Area 1 Specific Plan is identified in the General Plan as a Specific Plan area with an approved Specific Plan.
- B. The Specific Plan text amendment provides for additional residential development opportunities.
- C. The text amendment would serve the goals and purpose of the SPMC because development of the Property would be consistent with the SPMC, provide housing, result in fiscally neutral or positive effect on the City's general fund.

SECTION 6: Recommendation. The Planning Commission recommends that the City Council:

- A. Approve the Notice of Consistency set forth in Exhibit "A", and

- B. Adopt the draft ordinance, attached as Exhibit "B," and incorporated by reference, which would amend the EA1SP.

SECTION 7: *Reliance on Record.* Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the Planning Commission in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 8: *Limitations.* The Planning Commission's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the Planning Commission's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

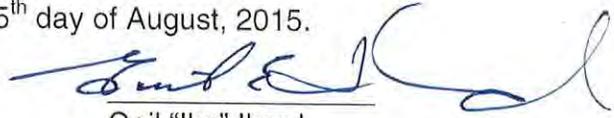
SECTION 9: *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 10: A copy of this Resolution must be mailed to the Applicant and to any other person requesting a copy. The documents and other materials which constitute the record of proceedings upon which this decision is based, are in the custody of the City Clerk, City of Santa Paula, 970 Ventura Street.

SECTION 11: This Resolution may be appealed within ten (10) calendar days after its adoption. All appeals must be in writing and filed with the City Clerk within this time period. Failure to file a timely written appeal will constitute a waiver of any right of appeal.

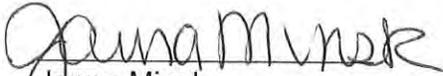
SECTION 12: Except as provided in Section 10, this Resolution is the Planning Commission's final decision and will become effective immediately upon adoption. This Resolution will remain effective until superseded by a subsequent resolution.

PASSED AND ADOPTED this 25th day of August, 2015.



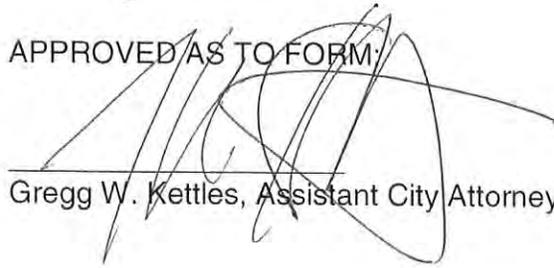
Gail "Ike" Ikerd,
Chairperson

ATTEST:



Janna Minsk,
Secretary

APPROVED AS TO FORM:



Gregg W. Kettles, Assistant City Attorney

ORDINANCE NO. 1256

**AN ORDINANCE AMENDING THE EAST AREA 1 SPECIFIC PLAN (SP-3)
TO ADJUST SETBACK AND LANDSCAPING REQUIREMENTS; AND TO
AUTHORIZE THE PLANNING DIRECTOR TO MAKE ADMINISTRATIVE
ADJUSTMENTS TO SETBACK REQUIREMENTS.**

(PROJECT NO. 2006-CDP-02)

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

SECTION 1: The City Council finds and declares that:

- A. On February 17, 2015, the City Council certified the East Area 1 Supplemental Environmental Impact Report (SCH#2006071134) (the "SEIR") and adopted the amended East Area 1 Specific Plan (SP-3) by Ordinance No. 1255 (the "EA1SP").
- B. On August 10, 2015, Limoneira Company ("Applicant") filed an application with the City to amend EA1SP as to landscaping regulations; setback requirements; and authorizing the Planning Director to make minor adjustments for setback requirements (the "Project").
- C. The application was reviewed by City's Planning Department for, in part, for consistency with the General Plan and conformity with the Santa Paula Municipal Code ("SPMC").
- D. In addition, the City reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq.*, the "CEQA Guidelines").
- E. On August 25, 2015, the Planning Commission held a public hearing regarding the Project to receive public testimony and other evidence regarding the Project including, without limitation, information provided to the Planning Commission by the Applicant's representative. Following the public hearing, the Planning Commission voted to recommend approval of the project to the City Council for reasons stated in Planning Commission Resolution No. 3735.
- F. This Ordinance, and its findings, is adopted based upon the evidence set forth in the entire record including, without limitation, documentary and testimonial evidence; the staff report; and such additional information set forth in the entire administrative record that is too voluminous to reference, but is on file with the City Clerk's office.

SECTION 2: Environmental Review. The Project is consistent with the SEIR for the reasons set forth in attached Exhibit "A," which is incorporated by reference. Accordingly, no further environmental review is required.

SECTION 3: Findings and Conclusions. The City Council incorporates the findings and conclusions from Planning Commission Resolution No. 3735 as if fully set forth. Accordingly, the City Council finds that the Project conforms to the General Plan, SPMC and EA1SP.

SECTION 4: Amendments. The EA1SP is amended as follows:

A. Table 5-2 set forth in the EA1SP is amended in its entirety to read as set forth in attached Exhibit "B," which is incorporated by reference.

B. EA1SP Section 4.8.5(B) is amended to add the following:

"Minor expansions or reductions (not to exceed 25%) of the required setbacks set forth in Table 5-2, Minimum Building Setbacks."

C. In all instances where turf is a required element of landscaping, the following statement is added within the EA1SP:

"Notwithstanding anything to the contrary, landscapes of drought tolerant and California native plant materials are encouraged as landscaping for all residential properties."

SECTION 5: Technical Corrections. The City Manager, or designee, is authorized to make technical corrections, in a form approved by the City Attorney, to maps, diagrams, tables, and other, similar, documents (collectively, "Maps") that may be required to reconcile the changes made by this Ordinance with amendments made to the Maps by other City Council action in unrelated land use applications between 2008 and 2015.

SECTION 6: Reliance on Record. Each and every one of the findings and determinations in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Plans. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 7: Preservation. Repeal or amendment of any previous Specific Plan does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 8: Severability. If any part of this Ordinance or its application is deemed

invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 9: Notice. The City Clerk is directed to certify the passage and adoption of the Ordinance, make a note of the passage and adoption in the records of this meeting, and within fifteen days after the passage and adoption of this Ordinance cause it to be published and posted in accordance with California law.

SECTION 10: This Ordinance will become effective on the 31st day following its passage and adoption.

PASSED AND ADOPTED this _____ day of _____ 2015

Martin F. Hernandez, Vice Mayor

ATTEST:

Judy Rice, City Clerk

APPROVED AS TO FORM:

John C. Cotti, City Attorney

APPROVED AS TO CONTENT:

Jaime M. Fontes, City Manager

EXHIBIT A

Notice of Consistency with the Final Supplemental Environmental Impact Report for the East Area 1 Specific Plan Text Amendment (Project No. 06-CDP-02)

The City Council certified the East Area 1 Specific Plan Amendment Supplemental Environmental Impact Report (SCH #2006071134) on February 17, 2015. Section 15168(c)(2) of the CEQA Guidelines states that, if a project is proposed which has been the subject of a prior certified EIR or adopted Negative Declaration, and "[i]f the [City] finds that pursuant to Section 15162, no new effects could occur or new mitigation measures would be required, the [City] can approve the activity as being within the scope of the project covered by the ... EIR, and no new environmental document would be required." As set forth below and in the administrative record, a new environmental document is not required for the proposed project. Specifically, the project will not result in any new environmental effects or require additional mitigation measures. Consequently, the project will not result in any additional development beyond that anticipated in the certified Final Supplemental EIR for the East Area 1 Specific Plan Amendment.

A copy of the Final EIR is available on the City of Santa Paula website:

<http://ci.santa-paula.ca.us/eastareaone/index>

This Final Supplemental EIR is hereby incorporated into the City Council staff report by reference.

Exhibit B

Table 5-2: Minimum Building Setbacks ^{1, 2}

Building Type	East Area 1 Zones			
	CD	HC	N	
		Commercial	Residential	
Primary Street Setback	10 ft.; 30 ft. max.	0-10 ft.	10 ft.	10 ft.
Side Street Setback	10 ft.	0 ft.	10 ft.	10 ft.
Side Yard Setback	10 ft.	0 ft.	5 ft.	5 ft.
Rear Yard Setback	10 ft.	5 ft.	10 ft. w/out alley 3 ft. w/ alley	10 ft. w/o alley 3 ft. w/ alley

1 All development in the Specific Plan Area, including residences and private residential yards, schools and designated recreational facilities, must be setback a minimum of 100 feet from 100-110kV lines and 150 feet from 220-230 kV lines.

2 No more than 35% of the residential units can be built at the minimum setback criteria.

Exhibit C

Draft Planning Commission Minutes (August 25, 2015)

DRAFT
MINUTES OF THE CITY OF SANTA PAULA
PLANNING COMMISSION
Tuesday, August 25, 2015
6:30 P.M.

CALL TO ORDER: Chairman Gail "Ike" Ikerd – 6:29 p.m.

PLEDGE OF ALLEGIANCE: Commissioner John Demers

ROLL CALL: Planning Technician Tom Tarantino

Commissioners present: Chairman Gail "Ike" Ikerd, Vice Chairman Fred Robinson, Commissioner John Demers, Commissioner Michael Sommer and Commissioner Fred Wacker

Absent None

Staff Present: Planning Director Janna Minsk, Deputy Planning Director Stratis Perros, Assistant City Attorney Gregg Kettles, and Planning Technician Tom Tarantino

FINAL AGENDA: Agenda final as submitted

PUBLIC COMMENT: No public comment

CONSENT CALENDAR:

A. Minutes of the Planning Commission Meeting on May 26, 2015

ACTION: It was moved by Vice Chairman Robinson, seconded by Commissioner Sommer to approve the minutes as submitted. All were in favor and the motion carried, with Commissioner Wacker abstaining.

PUBLIC HEARING:

Verification of Posting Notice: Chairman Ikerd confirmed with the Planning Technician that the Notice of Public Hearing was properly advertised and posted for all applicable agenda items to be heard at this meeting.

Declaration of Conflicts: None, for all applicable agenda items to be heard at this meeting.

X

Declaration of Ex Parte Contacts: None, for all applicable agenda items to be heard at this meeting.

X A.

Project No. 06-CDP-02 (East Area 1 Specific Plan Text Amendment): The Project amends the East Area 1 Specific Plan Amendment approved February 2015. This Specific Plan amendment requests a Specific Plan Text Amendment to clarify the Planning Director’s authority to grant certain minor administrative adjustments to implement the Specific Plan, and amends the existing development standards for minimum building setbacks and front yard landscape requirement of turf for residential uses within the Neighborhood and Hallock Center Zone of the East Area 1 Specific Plan area. The East Area 1 Specific Plan Text Amendment does not change the number of residential units or amount of non-residential development approved in February 2015.

- o **Location:** The Project is located east of Santa Paula Creek, north of Telegraph Rd., west of Haun/Orcutt Creek on the eastern edge of the City of Santa Paula. The Project consists of 501 acres of land. (APN Nos. 040-0-180-435; 040-0-180-565; 107-0-200-115; 107-0-045-015)
- o **Applicant:** The Limoneira Company
- o **General Plan Designation:** East Area 1 Specific Plan
- o **Environmental:** Staff has determined the project to be in accordance with Section 15168 (c) (2) of the California Environmental Quality Act. The proposed text revisions to the East Area 1 Specific Plan were determined to be consistent with the Supplemental Environmental Impact Report (FSEIR) certified for the 2015 East Area 1 Specific Plan.

OPEN PUBLIC HEARING: Chairman Ikerd opened Public Hearing at 6:39 p.m. and called upon Staff to present the item.

- o Staff Presentation/Report: Janna Minsk, Planning Director
- o Discussion

PUBLIC COMMENT:

Director Minsk stated that Mike Penrod, representative for Limoneira Company, was in attendance and available for questions.

Commissioner Sommer questioned whether the setback proposals in the Text Amendment would apply to certain areas, or any area, in the East Area 1 development.

Director Minsk responded that the reduced setback requirements, as written, could apply to any residential area in the development.

Commissioner Sommer asked if there was a way to tighten up the language in the Text Amendment, as he would not be in favor of a blanket application of the new setback requirements, particularly for Single Family Residences.

Commissioner Demers stated he had the exact same concern as Commissioner Sommer, regarding blanket application of the setback requirements.

Commissioner Wacker asked who would make the determination as to grass, drought-tolerant, or native plants for landscaping; would it be the developer, homeowner, etc.

Director Minsk responded that the Specific Plan document contains a pallet listing, and then called Glenn Crosby, representative for the Limoneira/EA1 architecture team, to the podium to further address questions.

Mr. Crosby stated that the Specific Plan design would dictate the choices for landscaping. The original Plan called for very wide (15-20ft.) expanses of landscaping in the front yards, and in light of the severe drought conditions, they need additional flexibility in the use of drought-tolerant plant materials for such large areas. Mr. Crosby continued that all landscape plans for EA1 would be submitted by the builder to the City for approval as part of the architecture/design review package, so the City will have a chance to review plans thoroughly prior to construction. Approval of such plans, however, will not necessarily preclude individual homeowners from converting the landscape to something different (i.e. turf).

Director Minsk asked Mr. Crosby to respond to the setback requirements as well.

Mr. Crosby stated the challenge is that there is one set of criteria that applies to in excess of 10 potential product lines in EA1; designs and dimensions of which will vary greatly. Mr. Crosby stated that all landscape and site plans would be submitted by any guest builders to the master developer for a pre-design review, and ultimately for a design review by the City, to ensure adherence to both the Specific Plan and the Master Plan for the community, and that the City would have the final say. Approvals deferred to the Planning Director will have 25% leeway in both directions.

Commissioner Sommer stated he respects and understands the stated challenges, and has no problem giving the Planning Director 25% leeway pro or con, however he remains uncomfortable applying "cookie-cutter" language to the amendment that would apply to all the different proposed housing types. Commissioner Sommer stated he believes several other Commissioners feel similarly.

Mr. Crosby replied that until fine-tuned grading plans, etc. are in place, it is virtually impossible to apply any such criteria to specific areas.

Commissioner Sommer reaffirmed himself and two other Commissioners have the same reservations, and the project “would not go anywhere this evening unless they are willing to make some concessions.”

Mr. Penrod stated that approved Plan calls for 1,500 residential units, but with the current setbacks, the most they could accommodate was approximately 1,000 residential units. Such a reduction has a significant impact on the economic feasibility of the development. Meeting the current setback requirements also resulted in a great deal of housing product being about the same size, which could be detrimental to the variety of community design and pricing points for homebuyers. Mr. Penrod also stated they have no intention of having the entire area covered in tiny lots, though there is a small portion of the development in which smaller lots are planned.

Commissioner Sommer stated he understands this would not be their intention, however, if the Commission approves the Text Amendment as is, such a result could very well happen.

Mr. Penrod inquired as to whether a limit could be agreed upon as to how many units of this size could be built, without making them agree to locations for them to be placed.

Commissioner Sommer stated a limit on number, rather than location, could be a possibility.

Mr. Penrod stated that designs and guidelines going back to the very first project proposal are very similar to what they currently have, but the setback guidelines did not “meet” with the examples of the home types proposed – their fault, he said, for not being experts on the relationship between lot layouts and actual homebuilding. Mr. Penrod continued that changes in the economy since 2004 have also pushed development away from larger, more expensive lots.

Chairman Ikerd asked how many houses are currently expected to fit in EA1.

Mr. Penrod responded the current number of residential units is 1,490.

Vice Chairman Robinson asked if there was a risk that the number of residential units would be reduced to 1,000 if these setback changes are not made.

Mr. Penrod responded, yes, a reduction to 1,000 was a risk, as the lot layouts they ran under the current setback requirements resulted in space for just under 1,000 units.

Mr. Crosby stated that the existing Specific Plan, as it stands today, has exhibits and text featuring houses even closer together than what they are proposing.

Vice Chairman Robinson asked Mr. Penrod how the entire 20+ year EA1 process could have gotten so far along with the housing unit estimate so far apart from

reality. Vice Chairman Robinson also asked Mr. Penrod if EA1 as a whole would remain viable for Limoneira with only 1,000 residential units.

Mr. Penrod stated it would take significantly longer to absorb 1,000 large-lot homes, and the economics for Limoneira would be far different.

Vice Chairman Robinson responded that such a reduction could push the start of EA1 building farther down the road, or possibly not at all.

Mr. Penrod stated Vice Chairman Robinson was correct in that the start of building could be delayed, however he was not prepared to say it would derail the entire project.

Vice Chairman Robinson stated he was troubled about the project being delayed again, and there was a definite need to get construction started, as evidenced by past voter approvals, LAFCo approvals, etc.

Director Minsk suggested discussion on this item be temporarily suspended – but not tabled for the evening – to allow Planning Staff to caucus with the Applicant about an agreeable solution. Director Minsk stated revisions such as those being presented this evening are not at all unusual.

Commissioner Sommer requested further discussion take place regarding the landscape/turf requirements during the caucus period as well. He suggested replacing “preferred” with “encourage” for use of drought tolerant and California native plants for landscaping in proposed City Council Ordinance No. 1256, Section 4, so as not to unintentionally limit landscaping should drought conditions improve.

Vice Chairman Robinson stated he agreed with Commissioner Sommer’s proposal and that he has noted the negative aesthetic affect of current turf replacement/removal guidelines in neighborhoods around town, though he supports water conservation in general.

Chairman Ikerd suspended Public Hearing on Item A and dismissed Director Minsk and Applicant to caucus at 7:00 p.m.

- B. Project No. 13-CDP-08:** A request for Conditional Use Permit for a proposed contractor storage yard with offices and a caretaker unit. The proposed construction includes two, two-story structures (2,458-sf and 1,263-sf) on an existing 13,200-sf vacant lot.
- **Location:** 120 & 124 E. Santa Maria St. (APN: 1040065050 & 1040065060)
 - **Applicant:** Cedro Construction, Inc. (Owner)
 - **General Plan Designation:** Light Industrial
 - **Zoning Designation:** Light Industrial/Airport-Influenced Area Overlay (LI/KI)

- **Environmental:** Staff has determined the project to be Categorically Exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines based upon a Class 3 (Section 15303) exemption.

OPEN PUBLIC HEARING: Chairman Ikerd opened Public Hearing on Item B at 7:01 p.m. and called upon Staff to present the item.

- Staff Presentation/Report: Stratis Perros, Deputy Planning Director
- Discussion

PUBLIC COMMENT:

Chairman Ikerd questioned why offices and a small residential unit would be included in an application seemingly focused on contractor storage.

Deputy Director Perros responded that the primary use of the facility would be for parking/storage of large excavation and grading vehicles, and as such, the project is focused on a contractor storage use.

Commissioner Demers asked for clarification as to why a residential unit would be allowed in an industrial/airport-zoned area.

Deputy Director Perros responded that this residence is not situated in the flight path of the airport, though it is close to it, and that there are other residences in the area – holdovers from another era – that are legally nonconforming with the current industrial zoning, so a residential use at that location is not particularly unusual.

Commissioner Sommer asked why there were so many offices/parking designated in a building intended for storage.

Deputy Director Perros responded that the number (nine) of offices listed in the staff report could be misleading, as they are all very small, and should not impact the primary use as a storage facility.

RECOMMENDED ACTION: Adopt Resolution No. 3737 recommending approval to the City Council for Project No. 2013-CDP-08 for a Conditional Use Permit in order to construct a contractor storage yard with offices and a caretaker unit (two, two-story structures (2,458-sf and 1,263-sf)) on an existing 13,200-sf vacant lot, subject to the Conditions of Approval.

ACTION: Commissioner Demers moved to adopt Resolution No. 3737 approving Project No. 2013-CDP-08, seconded by Vice Chairman Robinson. All were in favor and the motion carried.

 **A. (cont.) Project No. 06-CDP-02 (East Area 1 Specific Plan Text Amendment)**

Chairman Ikerd resumed Public Hearing on Item A at 7:10 p.m.

Director Minsk, following caucus with Applicant, proposed adding the following as a text footnote to existing Table 5-2: "No more than 35% of residential units can be built at the minimum setback criteria which is demonstrated in the table."

Regarding landscape/turf requirements, Director Minsk proposed changing pg. 3, Item #2 in the staff report to read "notwithstanding anything to the contrary, landscape of drought tolerant and California native plant materials are *encouraged* as landscaping for all residential properties."

Commissioner Sommer voiced his support for the rewording, stating he was fine with the language substitutions as long as it was worded to prevent any hands from being tied regarding future landscaping choices.

RECOMMENDED ACTION: Adopt Resolution No. 3735 recommending that the City Council approve Project No. 2006-CDP-02 Specific Plan Text Amendments for the East Area 1 Project.

ACTION: Commissioner Sommer moved to adopt Resolution No. 3735 approving Project No. 2006-CDP-02, subject to the language revisions made to proposed City Council Ordinance No. 1256, Section 4 (Table 5-2 limit to 35% the amount of residential units that can have proposed setback reduction and replace "preferred" with "encourage" for use of drought tolerant and California native plants for landscaping. Commissioner Wacker seconded the motion. All were in favor and the motion carried.

C. Project No. 15-CUP-01: A request for approval of a Conditional Use Permit to allow the on-site sale of beer and wine (Type 41) in conjunction with a new restaurant (Caffé Verona).

- o **Location:** 650 W. Harvard Blvd. (APN: 1020203325)
- o **Applicant:** Randolph Almanza (Business Owner); Adan Sandoval (Property Owner)
- o **General Plan Designation:** Commercial
- o **Zoning Designation:** General Commercial (C-G)
- o **Environmental:** Staff has determined the project to be Categorically Exempt from the provisions of the California Environmental Quality Act Guidelines (CEQA) based upon a Class 1 (Section 15301) exemption.

OPEN PUBLIC HEARING: Chairman Ikerd opened the Public Hearing on Item C at 7:18 p.m. and called upon Staff to present the item.

- o Staff Presentation/Report: Stratis Perros, Deputy Planning Director
- o Discussion

PUBLIC COMMENT:

Exhibit D

Planning Commission Staff Report dated August 18, 2015 (w/o attachments)

**STAFF REPORT
PLANNING COMMISSION**

TO: Members of the Planning Commission

FROM: Janna Minsk, Planning Director
Trayci Nelson, Contract Planner

DATE: August 18, 2015

SUBJECT: 2006-CDP-02- A request for a Specific Plan Text Amendment to: 1) authorize the Planning Director's ability to grant certain minor administrative adjustments to implement the Specific Plan; and 2) amend the existing development standards for minimum building setbacks and drought tolerant landscape requirements for residential uses within the Neighborhood and Hallock Center Zones of the East Area 1 Specific Plan area.

Location: East Area 1 (APN Nos.040-0-180-435; 040-0-180-565; 107-0-200-115; 107-0-045-015)
Applicant: Limoneira Company
Representative: Mike Penrod for Limoneira Company
General Plan: East Area 1 Specific Plan
Zoning: Specific Plan 3 (SP-3)
Environmental: Staff has determined the project to be in accordance with Section 15168 (c) (2) of the California Environmental Quality Act and the proposed text revisions to the East Area 1 Specific Plan were determined to be consistent with the Supplemental Environmental Impact Report (SEIR) certified for the 2015 East Area 1 Specific Plan.

SUMMARY

The Limoneira Company ("Applicant") is requesting a text amendment to the East Area 1 Specific Plan ("EA1SP"). This request would allow for design, set back and building product flexibility for the residential development regulations within the EA1SP. The request includes a revision to the landscaping requirements to allow for drought tolerant landscaping for all residential properties.

Further, the proposed text amendment would authorize the Planning Director to grant minor adjustments to minimum setback requirements.

These types of requested text revisions are not unusual as implementation of a Specific Plan occurs and the specific details of site design and building placements are planned.

BACKGROUND and ANALYSIS

The EA1SP was adopted earlier this year (which revised the previously approved specific plan in its entirety). As adopted, the EA1SP provided the “conceptual” layout and distribution of planned land uses within the 501 acre project area. However, as Limoneira began the actual design and construction phase, specific lot layout and physical details (including building setbacks) need to be reconciled with the existing EA1SP regulations.

If approved, the current request would amend portions of the EA1SP to provide greater flexibility in design to accommodate a more diverse housing “product” mix within the Neighborhood and Hallock Center residential zones. The proposed text amendment would also make residential landscape requirements compatible with drought tolerant measures by eliminating mandatory lawn/turf as the primary groundcover. Finally, if approved the text amendment would authorize the Planning Director to make minor administrative changes to the EA1SP. The proposed revisions are described below:

- 1) Section 5 Development Standards, Table 5-2 Minimum Building Setbacks for the residential areas (Page 5-15). Table 5-2 was initially developed with the expectation for a limited range of residential products. Following extensive market analysis, the Applicant proposed additional housing types with varied architectural styles. The proposed revisions to the setbacks for residential uses will allow for a greater variety of housing product and neighborhood design. Attached below is the existing and proposed Table 5-2. The proposed changes in the Neighborhood Zone include: 1) reduction in the primary street setback from 15 ft. to 10 ft.; and 2) rear yard setback change from 20 ft./5 ft. for one story alley accessed garage to 10 ft. without alley and 3 ft. with alley. Changes for the residential uses in the Hallock Center Zone include: change rear yard setback from 5 ft. with alley and 15 ft. without alley to 10 ft. without alley and 3 ft. with alley.

Table 5-2 Minimum Building Setbacks¹ (Existing)

Building Type	East Area 1 Zones			
	CD	HC	N	
		Commercial	Residential	
Primary Street Setback	10 ft.; 30 ft. max.	0-10 ft.	10 ft.	15 ft.
Side Street Setback	10 ft.	0 ft.	10 ft.	10 ft.
Side Yard Setback	10 ft.	0 ft.	5 ft.	10% of lot width and not less than 5 ft.
Rear Yard Setback	10 ft.	5 ft.	5 ft. w/ alley 15 ft. w/out alley	20 ft. / 5 ft. for one story alley-accessed garage

¹ All development in the Specific Plan Area, including residences and private residential yards, schools and designated recreational facilities, must be setback a minimum of 100 feet from 100-110kV lines and 150 feet from 220-230 kV lines.

Table 5-2 Minimum Building Setbacks ¹ (Proposed)

Building Type	East Area 1 Zones			
	CD	HC		N
		Commercial	Residential	
Primary Street Setback	10 ft.; 30 ft. max.	0-10 ft.	10 ft.	10 ft.
Side Street Setback	10 ft.	0 ft.	10 ft.	10 ft.
Side Yard Setback	10 ft.	0 ft.	5 ft.	5 ft.
Rear Yard Setback	10 ft.	5 ft.	10 ft. w/out alley 3 ft. w/ alley	10 ft. w/o alley 3 ft. w/ alley

¹ All development in the Specific Plan Area, including residences and private residential yards, schools and designated recreational facilities, must be setback a minimum of 100 feet from 100-110kV lines and 150 feet from 220-230 kV lines.

- 2) Landscape Standards for Residential Properties. The proposed text revisions: 1) eliminate “lawn/turf” as the primary ground cover for residential landscapes and replaces this requirement with the requirement encouraging provision of drought tolerant landscapes of California native plant materials as an alternative to lawn/turf; and 2) replace existing text for residential landscaping areas with guidelines that reinforce the tiered landscape design currently throughout the Landscape Standards section of the Specific Plan. Below is the proposed text revision:

“Notwithstanding anything to the contrary, landscapes of drought tolerant and California native plant materials are preferred as landscaping for all residential properties.”

- 3) Section 4.8.5 (B)– Administrative Modifications. The proposed text addition would authorize the Planning Director to make administrative adjustments to EA1SP requirements under specific circumstances. The proposed text addition reads as follows:

“Minor expansions or reductions (not to exceed 25%) of the required setbacks set forth in Table 5-2, Minimum Building Setbacks”

Summary of Analysis

Planning Staff recommends the Planning Commission consider these changes and adopt a resolution recommending that the City Council approve the proposed changes. Specifically, 1) the Project text revisions are consistent the intent of the approved Specific Plan; 2) the Project text revisions are compliant with the EA1SP and provide for a greater range of housing types; 3) the Project text revisions are consistent with State mandated drought tolerant landscape requirements; 4) the Project avoids significant adverse impacts to the environment; and 5) the Project promotes orderly, attractive and harmonious development.

ENVIRONMENTAL REVIEW

In accordance with CEQA Guidelines § 15168 (c) (2), the proposed text revisions are consistent with the Final Supplemental Environmental Impact Report (FSEIR) prepared and certified for the 2015 East Area 1 Specific Plan.

A Notice of Consistency to the Final Supplemental EIR was prepared and included with the Resolution of Approval attached as Attachment "A" to Resolution No. 3735.

PUBLIC NOTIFICATION

A notice of public hearing was published on August 14, 2015 in the Santa Paula Times in compliance with state law. In compliance with the Santa Paula Municipal Code, all property owners within a 300-foot radius of the Project site received notice of the public hearing. Additionally, a notice of public hearing was posted on the site.

ALTERNATIVES

None recommended.

RECOMMENDATION

Staff recommends that the Planning Commission 1) Adopt Resolution No. 3735 recommending that the City Council approve Project No. 2006-CDP-02 Specific Plan text amendments for the East Area 1 Project; and 2) take such additional, related, action that may be desirable.

Attachments:

Attachment A – Resolution No. 3735

Attachment B – Draft Ordinance No.1256

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council
From: Steve McLean, Chief of Police
Subject: Body Worn Camera Program
Date: September 15, 2015

Recommendation: It is recommended that City Council: 1) Review and approve the Police Department's policy on the use of body cameras and the retention of recordings; and 2) take such additional, related action that may be desirable.

Fiscal Impacts: None at this time.

Personnel Impacts: None

General Discussion: For more than a decade, the Santa Paula Police Department issued audio recorders to all its Officers for the purpose of recording contacts with citizens during the course of their duties. These audio files are uploaded to the department's TrackNet RMS (reporting management system) into the audio portion of each individual case and used as evidence in criminal cases, civil cases, use of force reviews, personnel complaints and State and Federal law suits.

In 2014, through a donation from the Police and Foundation, the Department purchased 25 body cameras to replace the digital recorders. With the donation, we were also able to purchase all of the required accessories, including a computer server for data storage. Having our own server will save costs in the future once downloading of information has been conducted. Currently, there are four cameras being tested by Officers and subsequently all Officers will be issued a body worn camera for the purpose of recording the Officer's official interactions with the public during the course of the Officer's duties.

Department personnel conducted research on the body worn cameras currently in use by other local police departments. As one might expect, there are several types, models and manufacturers of body worn cameras. The body worn camera selected based on the needs of the department and cost effectiveness is the "Wolfcom Vision" camera.

For the Regular City Council Meeting of September 21, 2015

In comparison to the Taser Axon and Taser Flex models, the Wolfcom Vision model has a higher recording resolution, better lens angle that captures a broader field, four times the memory, embedded Officer ID, time and date stamp and weighs less and is more compact. Additionally, the cost per Wolfcom unit is \$249.99 compared to the Taser of \$399-599.00 per unit.

A comprehensive policy was drafted in partnership with the City Attorney's Office that covers, among others, the care, use and evidentiary procedures of the body worn camera program. Since the use of body cameras in the field may impact officers' conditions of employment, the Department also discussed and requested comment on the terms of the Body Camera Policy with the Santa Paula Police Officers Association (SPPOA), who's requested revisions were incorporated in to the final policy. The Ventura District Attorney's Office also reviewed the policy and is in agreement with its content. Periodic review of the policy will be conducted and revisions made as necessary to conform to laws, rules and regulations and department needs.

Alternatives:

- A. Approve as recommended

- B. Provide staff with additional information.

Attachment(s): Santa Paula Police Policy No: 424 – Use of Audio/Video Recorders
Power Point Presentation- Use of Audio/Video Recorders

Portable Audio/Video Recorders

424.1 PURPOSE AND SCOPE

This policy provides guidelines for the use of portable audio/video recording devices by members of this department while in the performance of their duties. Portable audio/video recording devices include all recording systems whether body-worn, hand held or integrated into portable equipment.

This policy does not apply to lawful surreptitious audio/video recording, interception of communications for authorized investigative purposes or to mobile audio/video recordings (see the Investigation and Prosecution and Mobile Audio/Video policies).

424.2 POLICY

The Santa Paula Police Department may provide members with access to portable recorders, either audio or video or both, for use during the performance of their duties. The use of recorders is intended to enhance the mission of the Department by accurately capturing contacts between members of the Department and the public.

424.3 OWNERSHIP OF RECORDINGS

All recordings made by members acting in their official capacity shall remain the property of the Department regardless of whether those recordings were made with department-issued or personally owned recorders. Members shall have no ownership interest in the content of these recordings.

424.4 OFFICER RESPONSIBILITIES

Prior to going into service, the Santa Paula Police Department will be responsible for making sure that each uniformed member is equipped with a portable recorder issued by the Department, and that the recorder is in good working order. The uniformed member shall make reasonable efforts to insure the portable recorder is in good working order. If the recorder is not in working order or malfunctions at any time, the member shall promptly report the failure to his/her supervisor and obtain a functioning device as soon as practicable. Uniformed members should wear video recorders in a conspicuous manner or otherwise notify persons that they are being recorded, whenever possible.

Any member assigned to a non-uniformed position may carry an approved portable recorder at any time the member believes that such a device may be useful. Unless conducting a lawful recording in an authorized undercover capacity, non-uniformed members should wear the recorder in a conspicuous manner when in use or otherwise notify persons that they are being recorded; whenever possible.

When using a portable recorder, the assigned member shall record his/her name, SPPD identification number and the current date and time at the beginning and the end of the shift or other period of use, regardless of whether any activity was recorded. This procedure is not required

Portable Audio/Video Recorders

when the recording device and related software captures the user's unique identification and the date and time of each recording.

Members should document the existence of a recording he/she is aware of in any report or other official record of the contact, including any instance where the recorder malfunctioned or the member deactivated the recording. Members should include the reason for deactivation.

424.5 ACTIVATION OF THE PORTABLE RECORDER

This policy is not intended to describe every possible situation in which the portable recorder should be used, although there are many situations where its use is appropriate. Members should activate the recorder any time the member believes it would be appropriate or valuable to record an incident.

The portable recorder shall be activated in any of the following situations:

- (a) All calls involving domestic disputes
- (b) All calls involving persons with mental health problems
- (c) Any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording

The portable recorder may be activated in any of the following situations:

- (a) All enforcement and investigative contacts including stops and field interview (FI) situations
- (b) Traffic stops including, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops

Members should remain sensitive to the dignity of all individuals being recorded and exercise sound discretion to respect privacy by discontinuing recording whenever it reasonably appears to the member that such privacy may outweigh any legitimate law enforcement interest in recording. Requests by members of the public to stop recording should be considered using this same criterion. Recording should resume when privacy is no longer at issue unless the circumstances no longer fit the criteria for recording.

At no time is a member expected to jeopardize his/her safety in order to activate a portable recorder or change the recording media. However, the recorder should be activated in situations described above as soon as practicable.

424.5.1 SURREPTITIOUS USE OF THE PORTABLE RECORDER

Members of the Department may surreptitiously record any conversation during the course of a criminal investigation in which the member reasonably believes that such a recording will be lawful and beneficial to the investigation (Penal Code § 633).

Members shall not surreptitiously record another department member without a court order.

Santa Paula Police Department

Policy Manual

Portable Audio/Video Recorders

424.5.2 EXPLOSIVE DEVICE

Many portable recorders, including body-worn cameras and audio/video transmitters, emit radio waves that could trigger an explosive device. Therefore, these devices should not be used where an explosive device may be present.

424.5.3 CESSATION OF RECORDING

Once activated, the portable recorder should remain on continuously until the member's direct participation in the incident is complete or the situation no longer fits the criteria for activation. Recording may be stopped during significant periods of inactivity such as report writing or other breaks from direct participation in the incident.

424.6 PROHIBITED USE OF PORTABLE RECORDERS

Members are prohibited from using department-issued portable recorders and recording media for personal use and are prohibited from making personal copies of recordings created while on-duty or while acting in their official capacity.

Members are also prohibited from retaining recordings of activities or information obtained while on-duty. Members shall not duplicate or distribute such recordings, except for authorized legitimate department business purposes. All such recordings shall be retained at the Department.

Members are prohibited from using personally owned video recording devices while on-duty.

Recordings shall not be used by any member for the purpose of embarrassment, intimidation or ridicule.

424.7 RETENTION OF RECORDINGS

Any time a member records any portion of a contact that the member reasonably believes constitutes evidence in a criminal case, the member shall record the related case number and transfer the file in accordance with current procedure for storing digital files and document the existence of the recording in the related case report. Transfers should occur at the end of the member's shift, or any time the storage capacity is nearing its limit.

Any time a member reasonably believes a recorded contact may be beneficial in a non-criminal matter (e.g., a hostile contact), the member should promptly notify a supervisor of the existence of the recording.

424.7.1 RETENTION REQUIREMENTS

All recordings shall be retained , regardless of content or type of contact, for a period consistent with the requirements of the organization's records retention schedule but in no event for a period less than 180 days.

This requirement applies to all recordings made while on duty.

Portable Audio/Video Recorders

424.8 REVIEW OF RECORDINGS

When preparing written reports, members should review their recordings as a resource. However, members shall not retain personal copies of recordings. Members should not use the fact that a recording was made as a reason to write a less detailed report.

Supervisors are authorized to review relevant recordings any time they are investigating alleged misconduct or reports of meritorious conduct. At no time shall any supervisor or administrator randomly review videos to determine a policy violation without an active internal or external complaint being filed and the officer being aware they are the subject of an investigation. In order to insure compliance with this policy, prior to reviewing the relevant recording, the supervisor shall memorialize in a time/date stamped medium, preferably email, to the Division Commander the complete and specific reason for reviewing the relevant recording. This memorialization shall insure that the supervisor has a legitimate reason to access recordings. No member shall be disciplined for any act or inaction that is discovered through unauthorized review of video.

Recorded files may also be reviewed:

- (a) Upon approval by a supervisor, by any member of the Department who is participating in an official investigation, such as a personnel complaint, administrative investigation or criminal investigation.
- (b) Pursuant to lawful process or by court personnel who are otherwise authorized to review evidence in a related case.
- (c) By media personnel with permission of the Chief of Police or the authorized designee, with approval of the impacted member(s).
- (d) In compliance with a public records request, if permitted, and in accordance with the Records Release and Security Policy.
- (e) By any member of the Department, prior to giving any compelled or voluntary statement to any law enforcement or regulatory agency, except that an emergency public safety statement may be requested.

All recordings should be reviewed by the Custodian of Records prior to public release (see the Records Release and Security Policy). Recordings that unreasonably violate a person's privacy or sense of dignity should not be publicly released unless disclosure is required by law or order of the court.

Santa Paula
Police Department
Body Worn Camera Program



Who Is Wearing the Body Worn Cameras

25 BODY CAMERAS WERE PURCHASED

(with a Licensing Agreement for each camera)

4 Patrol Sergeants

4 Patrol Senior Officers

10 Patrol Officers (2 Trainees)

3 Cameras assigned for Reserve Officers

3 Cameras assigned for Detectives



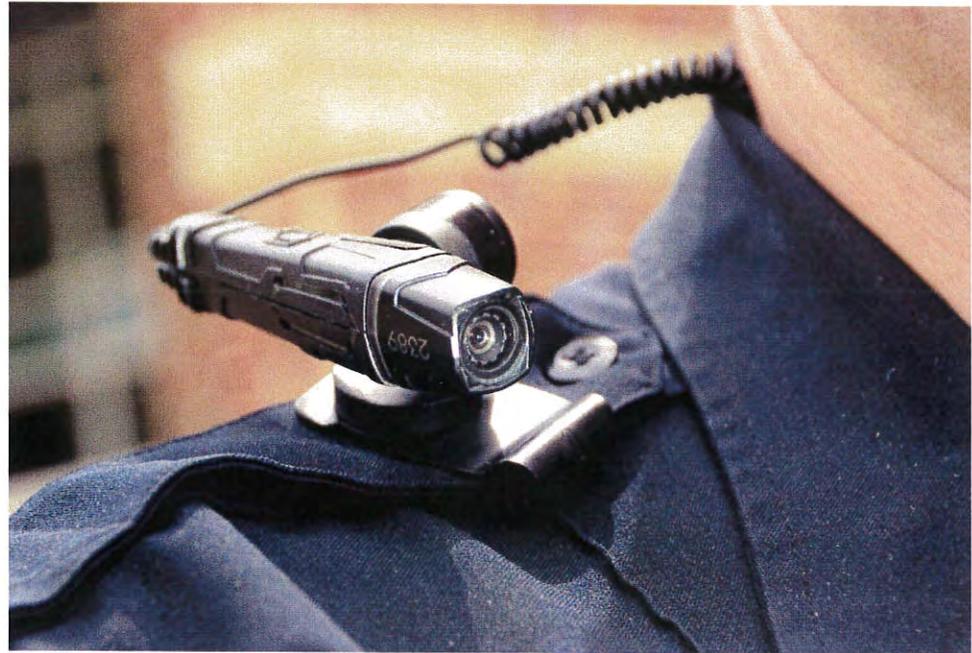
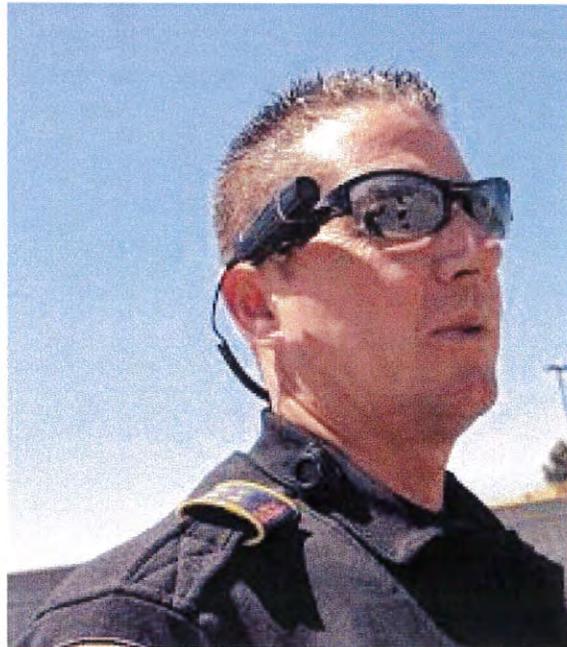
TASER AXON BODY

\$399



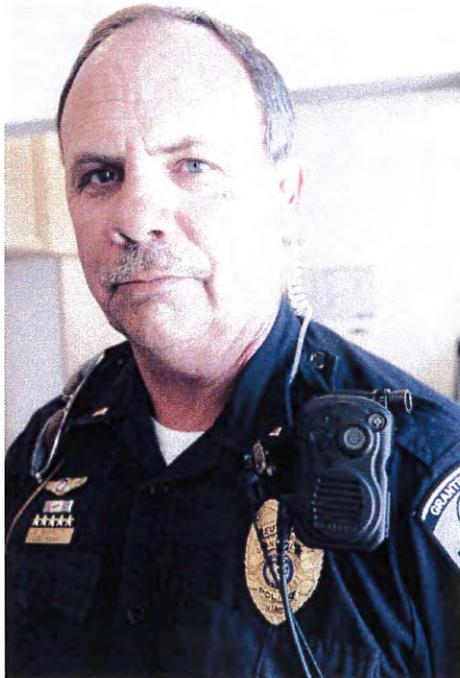
TASER AXON FLEX

\$599



WOLFCOM 3rd EYE

\$550



WOLFCOM VISION

\$250



Camera Comparison

	Taser Axon	Taser Flex	Wolfcom 3rd Eye	Wolfcom Vision
Resolution	640x480	640x480	1080p / 720p	1080p / 720p
Lens Angle	75 Degrees	137 Degrees	120 Degrees	120 Degrees
Memory	8 GB	8 GB	32 GB	32 GB
Battery Life	12 hours	12 hours	6 hours	2.5 hours
Embedded Officer ID	No	No	Yes	Yes
Time/Date Stamp	Yes	Yes	Yes	Yes
Pre-Record	Yes	Yes	No	Yes
Dimensions	3.3"x2.6"x0.8"	3.3"x2.6"x0.8"	3.75"x2.35"x1.2"	2.9"x 1.5" x 0.6"
Weight	3.6 oz	3.85 oz	5.5 oz	2.2 oz



Camera & Storage Cost Comparison

	25 Cameras	Evidence.com	Server	Total Cost
Taser Axon	\$9,975.00	\$7,500.00		\$17,475.00
Taser Flex	\$14,975.00	\$7,500.00		\$22,475.00
Wolfcom 3rd Eye	\$13,750.00		\$7,975.00	\$21,725.00
Wolfcom Vision	\$6,250.00		\$7,975.00	\$14,225.00



Start-Up Cost for Body Cameras

Camera	25 - \$249.99ea
4hr Battery Pack	20 - \$149.99ea
License Agreement	25 - \$190.00ea
Docking Station	15 - \$249.99ea
Computer and 10TB Server	\$6,828.43
4 Year Server Warranty	\$1,146.57



Cost for Body Cameras

**Total Cost for the Body Worn Camera
Program**

\$27,344.37

**Purchased by the
Santa Paula Police & Fire Foundation**



Policy

424.5 ACTIVATION OF THE PORTABLE RECORDER

This policy is not intended to describe every possible situation in which the portable recorder should be used, although there are many situations where its use is appropriate. Members should activate the recorder any time the member believes it would be appropriate or valuable to record an incident.



Policy

The portable recorder shall be activated in any of the following situations:

- (a) All calls involving domestic disputes
- (b) All calls involving persons with mental health problems
- (c) Any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording



Policy

The portable recorder may be activated in any of the following situations:

- (a) All enforcement and investigative contacts including stops and field interview (FI) situations
- (b) Traffic stops including, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops



Policy

Members should remain sensitive to the dignity of all individuals being recorded and exercise sound discretion to respect privacy by discontinuing recording whenever it reasonably appears to the member that such privacy may outweigh any legitimate law enforcement interest in recording. Requests by members of the public to stop recording should be considered using this same criterion. Recording should resume when privacy is no longer at issue unless the circumstances no longer fit the criteria for recording.

At no time is a member expected to jeopardize his/her safety in order to activate a portable recorder or change the recording media. However, the recorder should be activated in situations described above as soon as practicable.



Search of Suspect / Locating Narcotics

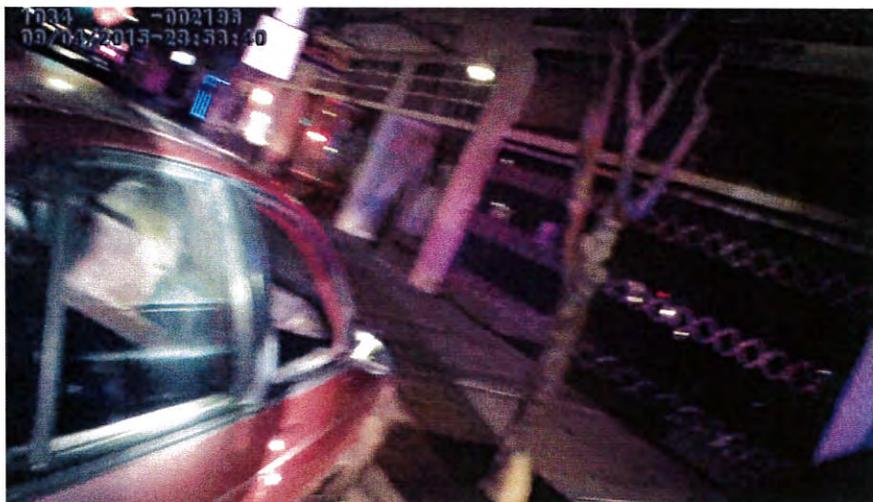


K-9 Search of Residence



Traffic Stop

Three Officers - Three Perspectives



Traffic Stop

1025 -001730
03/05/2015-01:43:33



**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council
From: Steve McLean, Chief of Police
Subject: Police Vehicles
Date: September 14, 2015

Recommendation: It is recommended that City Council: 1) Pursuant to Santa Paula Municipal Code 41.13, authorize the City Manager or designee to utilize the cooperative bidding procedure used by the County of Ventura for contracting with Folsom Chevrolet, Folsom CA; 2) Authorize the City Manager to execute an agreement in a form approved by the City Attorney with Folsom Chevrolet for the purchase of three Chevrolet Tahoe vehicles; and (3) take such additional, related action that may be desirable.

Fiscal Impacts: The total price for the three vehicles is \$106,783.50. Funds for the purchase of these vehicles have been budgeted in the current Police Department Fiscal Year 2015-2016 budget (\$87,000.00) and Limoneira grant funding (\$88,800.00). Additional costs to equip the vehicles with necessary police equipment will be used from these budgeted funds.

Personnel Impacts: None

General Discussion: It is being proposed that the 2015 Chevrolet Tahoe's be purchased from Folsom Chevrolet, Folsom CA, which currently holds the County of Ventura bid contract for the purchase of police vehicles. Two of the vehicles will replace two current K-9 police vehicles that are designated to be moved out of the existing fleet due to high mileage, ongoing mechanical repairs, time in service and a determination that they are no longer safe for police K-9 vehicle purposes. The third will replace the current Watch Commander/Mobile Command Post that is designated to be moved out of the existing patrol fleet for safety reasons due to high mileage. However, this car is still operable and will be transferred into the car pool to be used as a staff car.

The City of Santa Paula, whenever economically feasible, is authorized to participate in "cooperative purchase programs" with other public agencies to jointly purchase needed items. Participation in these programs allows the City to obtain larger pricing discounts based on the increase quantity of the cooperative bid. For example, quotes received

For the Regular City Council Meeting of September 21, 2015

from other local dealers were 5-7% higher. A copy of the quote from Folsom Ford is attached as Exhibit A.

The use of these funds to purchase three vehicles is authorized in the police budget for Fiscal Year 2015-2016.

Alternatives:

- A. Authorize the purchase and equipping of three vehicles in the amount of \$165,000 through the County of Ventura's competitive bidding process pursuant to Santa Paula Municipal Code §41.13;
- B. Deny the purchase request while providing additional guidance to Staff.
- C. Provide staff with additional information.

Attachment(s): Folsom Chevrolet of Folsom CA, Chevrolet Tahoe's vehicle price quote from the County of Ventura contract NO: PC70200001253.



Quotation

Folsom Chevrolet
 12655 Auto Mall Circle
 Folsom CA, 95630
 Phone (916) 605-2122 Fax (916) 805-5727
 CELL 1-916-835-2190
 Dave Manning

DATE 8/31/2015
 Quotation # 1
 Customer ID SANTA PAULA P SANTA PAULA

Quotation valid until: 9/10/2015
 Prepared by: Tom Weaver

Instructions:
 Enter a T in each row that should be
 taxed. (Note: This box won't print.)

Comments or Special Instructions: None

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
TOM		10 TO 12 DAYS			1

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
1	2015 Chevy Tahoe Police Pursuit	\$32,950	T	\$ 32,950.00
	BLACK 2x2			-
	2 YEARS /24000 FREE MAINTANCE	N/C		N/C
	FULL FACTORY WARRANTY			
	DELIVERY TO YOUR OFFICE			INC
				\$ 32,950.00
			TAX RATE	8.00%
			SALES TAX	2,636.00
			TIRE TAX	8.50
			TOTAL	\$ 35,594.50

If you have any questions concerning this quotation,
 Contact Tom Weaver (916) 605-2122, E-mail: tom.weaver@folsomchevy.com

THANK YOU FOR YOUR BUSINESS!