

**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 Meeting of June 15, 2015 and the Special Meeting of June 22, 2015.

Date: November 10, 2015

Recommendation: It is recommended that the City Council approve the Minutes from the Regular Meeting of June 15, 2015 and the Special Meeting of June 22, 2015.

Attachment(s): Minutes of the Regular Meeting of June 15, 2015 and the Special Meeting of June 22, 2015.

CALL TO ORDER

Mayor Procter called the meeting to order at 5:45 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. **Labor Negotiations** - Government Code § 54957.6. City Labor Negotiators: Human Resources Manager Lorena Alvarez, Assistant to the City Manager Elisabeth Amador and Finance Director Sandy Easley. Employee Organizations: SEIU Local 721; Santa Paula Police Officers Association (SPPOA); Ventura County Professional Firefighters Association (VCPFA), representing Santa Paula Full-time Firefighters; Community Services Officers (CSO); Mid-Management Association, Supervisory and Professional Association; unrepresented confidential employees (City employees who are not members of bargaining units); and Part-Time/Temporary/Seasonal
- B. **Public Employee Performance Evaluation**– Government Code § 54957.
Title: City Manager

Mayor Procter recessed the City Council to a closed session at 5:45 p.m. and reconvened the City Council into the Regular Meeting at 6:12 p.m. Mayor Procter recessed the City Council at 6:12 p.m.

CALL TO ORDER

Mayor Procter called the meeting to order at 6:35 p.m. Reverend Michelle McGhee led the invocation and Councilmember Crosswhite 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.

PRESENTATIONS

A. Presentation by Ventura Regional Sanitation District Mark Lawler.

Mark Lawler gave a brief update on the services provided by the Ventura Regional Sanitation District.

PUBLIC COMMENT

No public comment

COMMUNICATIONS

Vice Mayor Hernandez gave an update on the Santa Paula Basin Pumpers meeting. He also informed Council and the community that there will be a Board of Supervisors meeting on October 13, 2015 at 6:00 p.m. at Santa Paula Council Chambers.

APPROVAL OF FINAL AGENDA

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

CONSENT CALENDAR

Mayor Procter pulled Item 10G. 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 June 1, 2015.
- C. Adoption of Resolution No. 6937 Approving the Beverage Container Recycling Grant Funds 2015/2016 Application– It is recommended that the City Council: (1) adopt Resolution No. 6937 authorizing submittal of the Funding Request Form to the California Department of Conservation, Division of Recycling; (2) authorize the City Manager to execute any associated documents; (3) direct staff to forward the application form and a copy of the resolution to the California Department of Conservation once completed; and (4) take such additional, related action that may be desirable. **RESOLUTION NO. 6937** - A RESOLUTION APPROVING SUBMITTAL OF THE BEVERAGE CONTAINER RECYCLING GRANT (COMPETITIVE) PROGRAM – (FY) 2015/2016 APPLICATIONS FOR ALL CALRECYCLE GRANTS. Interim Public Works Director Brian J. Yanez’ report dated June 8, 2015.
- D. Adoption of Resolution No. 6936 to Submit the Used Oil Payment - It is recommended that the City Council: (1) adopt Resolution No. 6936, authorizing submittal of the Funding Request Form to the Department of Resources Recycling and Recovery (CalRecycle) for approximately \$8,655, and authorizing the City Manager to execute the associated documents; (2) direct staff to forward the application form and a copy of the resolution to the California Integrated Waste Management Board; and (3) take such additional, related action that may be desirable. **RESOLUTION NO. 6936** - A RESOLUTION AUTHORIZING THE CITY OF SANTA PAULA TO APPLY FOR, RECEIVE, AND APPROPRIATE FUNDS FOR THE 2014/2015 USED OIL PAYMENT PROGRAM PURSUANT TO TITLE 14 CODE OF CALIFORNIA REGULATIONS § 18659.1 Interim Public Works Director Brian J. Yanez report dated June 8, 2015.

- E. Rejection of All Bids for the George Harding Park Game Scoreboard Installation Project - It is recommended that the City Council: (1) reject all bids for the George Harding Park Game Scoreboard Installation Project, (2) authorize staff to re-advertise for bids; and (3) take such additional, related action that may be desirable. Interim Public Works Director Brian J. Yanez and Capital Projects Engineering John L. Ilasin's report dated June 9, 2015.
- F. Adoption of Resolution No. 6878 – Approving the Plans and Specifications for the Fuchsia Tank Water Main Connection Project – It is recommended that the City Council: (1) adopt Resolution No. 6878 approving the plans and specifications for Fuchsia Tank Water Main Connection Project; (2) authorize staff to advertise for bids; and (3) take such additional, related action that may be desirable. **RESOLUTION NO. 6878** - A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE FUCHSIA TANK WATER MAIN CONNECTION PROJECT PURSUANT TO GOVERNMENT CODE SECTION 830.6. Interim Public Works Director Brian J. Yanez and Capital Projects Engineering John L. Ilasin's report dated June 9, 2015.

CONSENT CALENDAR (SEPARATE ACTION ITEMS)

- G. Amicus support for City of San Buenaventura v. United Water Conservation District – It is recommended that the City Council: (1) adopt Resolution No. 6939 authorizing the City Attorney to request that the California Supreme Court accept review of *City of San Buenaventura v. United Water Conservation District* and, if required, to join in amicus curiae briefs; and (2) take such additional, related action that may be desirable. **RESOLUTION NO. 6939** - A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO REQUEST THAT THE CALIFORNIA SUPREME COURT ACCEPT REVIEW OF CITY OF SAN BUENAVENTURA V. UNITED WATER CONSERVATION DISTRICT AND, IF REQUIRED, TO JOIN IN AMICUS CURIAE BRIEFS. Deputy City Attorney, Gregg W. Kettles report dated June 15, 2015.

It was moved by Mayor Procter, seconded by Councilmember Gherardi, to adopt Resolution No. 6939 authorizing the City Attorney to request that the California Supreme Court accept review of *City of San Buenaventura v. United Water Conservation District* and, if required, to join in amicus curiae briefs. All were in favor and the motion carried.

ORDER OF BUSINESS

A. Discussion and Possible Action to Approve the Installation of the Born Learning Trail at Las Piedras Park –

Interim Community Services Director Ed Mount's report dated May 8, 2015.

It was moved by Councilmember Gherardi, seconded by Vice Mayor Hernandez to authorize City staff to work with First 5 Ventura County to develop the Born Learning Trail at Las Piedras Park. All were in favor and the motion carried.

B. Discussion of Governor's Executive Order B-29-15 and State Water Resources Control Board Resolution No. 2015-0013 -

Interim Public Works Director Brian J. Yanez and Capital Projects Engineer John L. Ilasin's report dated June 9, 2015.

Rita Stafford, 827 Roger Road, Santa Paula, stated that Santa Paula is the only City without turf removal funding for the residents. She also stated her concerns about what the actual usage 25% means in Santa Paula and what more, do residents who are already reducing, need to do?" In her opinion, the way the City is handling the water usage issue and keeping track is not a fair way of handling.

It was moved by Vice Mayor Hernandez, seconded by Councilmember Crosswhite to adopt the Governor's Executive Order B-29-15 proclaiming a State of Emergency for the State of California; adopt Resolution No. 6934 and all its provisions; adopt all measures of Stage 1 of the City's Urban Water Management Plan as mandatory; adopt City's Urban Water Management Plan Stage 2 requiring a mandatory 30% water use reduction; and that quarterly reports be provided. All were in favor and the motion carried.

C. Designation of Voting Delegate for the League of California Cities Annual Conference September 30 – October 2, 2015 in San Jose -

City Manager Jaime M. Fontes' report dated June 10, 2015.

It was moved by Councilmember Gherardi, seconded by Councilmember Tovias to appoint Mayor John Procter as voting delegate and Vice Mayor Martin Hernandez as the alternate delegate for the 2015 League of California Cities Annual Conference. All were in favor and the motion carried.

D. Appointment of Members to the Planning Commission -

City Manager Jaime M. Fontes' report dated June 10, 2015.

It was moved by Vice Mayor Hernandez, seconded by Councilmember Tovias to appoint Gail Ikerd and Fred Wacker to the Planning Commission for a term of four years. All were in favor and the motion carried.

RECESSED TO A BREAK

Mayor Procter recessed the City Council to a break at 7:35 p.m.

RECONVENED TO THE REGULAR MEETING

Mayor Procter reconvened the City Council at 7:45 p.m.

E. Fiscal Year 2015-2016 Proposed Budget -

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

Fred Robinson, 380 View Drive, spoke briefly regarding the budget. He stated that the same issues from when he was a Councilmember in 2010 are still presently unchanged such as "How do we pay staff? How do we get more police and fire? How do we fix our streets?" He also stated that "there is no additional money, there never was, and never will be". In his opinion, the light at the end of the tunnel will be East Area One and that the funding process the City is looking into is a bad idea and not the best way to obtain significant revenue.

It was moved by Vice Mayor Hernandez, seconded by Councilmember Gherardi to bring back the final budget for consideration at a Special Meeting for June 22, 2015. Under roll call vote, Councilmember Gherardi, Councilmember Crosswhite, Vice Mayor Hernandez and Mayor Procter were in favor. Councilmember Tovias was opposed. The motion carried.

COMMUNICATIONS

Councilmember Tovias invited all to the Santa Clara Valley Hospice Casino Night event taking place at the Glen Tavern Inn at 6:30 p.m. on Saturday.

Regular City Council Meeting
Monday, June 15, 2015
Administration Conference Room/Council Chambers

Mayor Procter stated that the Melody Hall Music Festival was a success. Councilmember Crosswhite invited all to the Search and Rescue Coordination Alzheimer's and related Dementia event at the Santa Paula Community Center on August 15, 2015 from 9am to noon for first responders and 1:15 to 3:00 p.m. for the general public.

FUTURE AGENDA ITEMS

It was moved by Councilmember Gherardi, seconded by Councilmember Tovias to request that at the next meeting the City Manager bring back a list of items for the Council of items that will be coming up.

ADJOURNMENT

Mayor Procter adjourned the Regular Meeting at 9:28 p.m.
ATTEST:

Judy Rice
City Clerk

Regular City Council Meeting
Monday, June 15, 2015

CALL TO ORDER

Mayor Procter called the meeting to order at 6:34 p.m. Deacon Al Guilin led the invocation and Councilmember Tovias 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.

PUBLIC COMMENT

No public comment

COMMUNICATIONS

Fire Chief Araiza gave an update of the fire that broke out today at 1:00 p.m. He stated that the command post was set up and the Red Cross set up at the Community Center. Approximately 140 acres burned, no structure fires.

The City Council expressed their appreciation to all firefighters.

City Manager Fontes informed Council that the Emergency Operations Center (EOC) was set up as well. He thanked Public Works, all Public Safety and Streets for handling all concerns quickly.

Councilmember Gherardi briefly spoke regarding a wastewater spill in Oxnard from the Santa Clara wastewater facility in Santa Paula. She requested that staff find out if this plant is in operation and the status of the permit.

Interim Public Works Director informed Council that he was notified that the plant is not operational and that they do not have the permit to operate at this time. He stated he will send out an internal memo to Council once he found out more information.

City Manager Fontes added by reading an article from the Office of Emergency Service provided by Mike Sedell indicating that Santa Clara Wastewater was

testing a new pipe and flushed the wastewater down when the pipe broke and that the water is not toxic.

Mayor Procter shared with Council regarding the successful Hospice Casino Night which took place Saturday at the Glen Tavern.

APPROVAL OF FINAL AGENDA

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

CONSENT CALENDAR

It was moved Councilmember Gherardi, seconded by Councilmember Tovas to approve consent calendar as presented. All were in favor under roll call vote and the motion carried.

- A. Waiver of Reading of Ordinances and Resolutions– Waive reading of Ordinances and Resolutions appearing on the Agenda.
- B. Adoption of Minutes – It is recommended that the City Council: (1) adopt the minutes from the regular City Council meeting of April 20, 2015. Deputy City Clerks Lucy Blanco’s report dated June 17, 2015.
- C. Approval of Professional Services Agreements with Kennedy Jenks Consultants for Construction Management Consulting Services and with Stantec for Engineering Support Consulting Services during Construction for the 600 Zone Booster Pump Station Project – It is recommended that the City Council: (1) authorize the City Manager to execute a professional services agreement to Kennedy Jenks Consultants for construction management services for the 600 Zone Booster Pump Station Project in the amount of \$351,128.00 in a form approved by the City Attorney; (2) authorize the City Manager to execute a professional services agreement with Stantec for Engineering Support Consulting Services for the 600 Zone Booster Pump Station Project in the amount of \$102,954.00 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 June 17, 2015.

- D. Adoption of Resolution No. 6933 – Approving the Plans and Specifications for the Teague Tank Demolition Project – It is recommended that the City Council: (1) adopt Resolution No. 6933 approving the plans and specifications for Teague Tank Demolition Project; (2) authorize staff to advertise for bids; and (3) take such additional, related action that may be desirable. **RESOLUTION NO. 6933** – A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR TEAGUE TANK DEMOLITION PROJECT PURSUANT TO GOVERNMENT CODE SECTION 830.6. Interim Public Works Director Brian J. Yanez and Capital Projects Engineer John L. Ilasin’s report dated June 17, 2015.
- E. Harding Park Improvements Project; Final Accounting and Notice of Completion – It is recommended that the City Council: (1) accept the construction of the Harding Park Improvements Project; (2) authorize staff to record the Notice of Completion; (3) authorize staff to process the closeout of this project; (4) transfer additional funds from the Harding Park Improvements Project (Account No. 202.5.9182.660), for final project payment; and (5) take such additional, related action that may be desirable. Interim Public Works Director Brian J. Yanez’ report dated June 9, 2015.
- F. Approval of Professional Services Agreement with Jensen Design & Survey, Inc. for Citywide Railroad Crossings Improvement Design – It is recommended that the City Council: (1) allocate \$82,020.00 from the approved FY14/15 Capital Improvement Program budget for the Bike Trail Improvement Project; (2) authorize the City Manager to execute a professional services agreement with Jensen Design & Survey, Inc. for \$82,020.00 for the Citywide Railroad Crossing Improvement Design Project 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 June 17, 2015.

ORDER OF BUSINESS

- A. Appointment of Members to the Council Subcommittee on Water and Sewer Rates –

City Manager Jaime M. Fontes’ report dated June 17, 2015.

It was moved by Councilmember Tovias, seconded by Vice Mayor Hernandez to appoint himself and Vice Mayor Hernandez to serve on the ad hoc committee to

prepare recommendations for restructuring the current water and sewer rates. All were in favor and the motion carried.

B. Designation of Voting Delegate for the League of California Cities Annual Conference September 30 – October 2, 2015, San Jose -

City Manager Jaime M. Fontes' report dated June 17, 2015.

It was moved by Councilmember Tovias, seconded by Vice Mayor Hernandez to appoint Councilmember Crosswhite as the Voting Delegate and Councilmember Tovias as the alternate for the League of California Cities Annual Conference September 30 – October 2, 2015. All were in favor and the motion carried.

C. Brine Discharging Water Softener Buyback and Incentive Program -

Interim Public Works Director Brian J. Yanez' report dated June 17, 2015.

It was moved by Vice Mayor Hernandez, seconded by Councilmember Gherardi to adopt Resolution No. 6918 authorizing City staff to establish a Brine Discharging Water Softener Buyback and Incentive Program pursuant to the provisions of SPMC Chapter § 57; and allocate \$150,000.00 to Account 610.5.9311.295 from the Wastewater Fund Balance to fund the program. All were in favor and the motion carried.

RESOLUTION NO. 6918

A RESOLUTION ADOPTING THE 2015-2016 FINAL OPERATING BUDGET FOR THE CITY OF SANTA PAULA AND ADOPTING THE 2015-2016 CAPITAL IMPROVEMENT BUDGET

D. Fiscal Year 2015-2016 Budget Adoption -

City Manager Jaime M. Fontes' report dated June 10, 2015.

It was moved by Vice Mayor Hernandez, seconded by Councilmember Crosswhite to adopt Resolution No. 6938 approving the proposed Fiscal Year 2015/16 Annual Operating and Capital Improvement Budgets. Under roll call vote, Councilmember Crosswhite, Councilmember Gherardi, Vice Mayor Hernandez and Mayor Procter were in favor. Councilmember Tovias was opposed. The motion carried.

COMMUNICATIONS

City Manager Fontes, spoke briefly of upcoming items and meetings. He also informed Council that Planning Director Janna Minsk has been having conversations with Richard Francis of SOAR to provide input at a later meeting; possible voter research for VCTC for a tax initiative to fund transportation.

Councilmember Gherardi asked City Manager about status of matrix with upcoming Council items and about the LAFCo issue and how it will be addressed.

FUTURE AGENDA ITEMS

It was moved by Mayor Procter, seconded by Councilmember Tovias to request that staff explore the Hemet ROCS program. All were in favor and the motion carried.

It was moved by Councilmember Tovias, seconded by Councilmember Gherardi to request that staff revisit the agreement with Santa Paula Rock. All were in favor and the motion carried.

It was moved by Councilmember Tovias, seconded by Mayor Procter to request a presentation by the Chief of Police to look at possibility having a program to patrol homes being tented for fumigation to prevent theft. All were in favor and the motion carried.

It was moved by Vice Mayor Hernandez, seconded by Councilmember Tovias to request that staff bring back an item regarding homelessness, "no camping within City limits". All were in favor and the motion carried.

It was moved by Councilmember Gherardi, seconded by Vice Mayor Hernandez to bring back a report to Council on number of officers and firefighters on disability for possible transition to retirement.

ADJOURNMENT

Mayor Procter adjourned the Regular Meeting at 7:30 p.m. in memory of the victims of the Charleston shooting.

Special City Council Meeting
Monday, June 22, 2015
Council Chambers

ATTEST:

Judy Rice
City Clerk

Special City Council Meeting
Monday, June 22, 2015

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Jaime M. Fontes, City Manager

Subject: Approval of Employment Benefits for the Unrepresented Employees:
Executive Management and Adoption of Resolution No. 6941

Date: August 13, 2015

Recommendation: it is recommended that the City Council: (1) adopt Resolution No. 6941, approving the terms and conditions for Executive Management for the 2015 contract year; and (2) take such additional, related, action that may be desirable.

Fiscal Impacts: The adoption of Resolution No. 6841 will result in a two percent (2%) increase to the Chief of Police classification. The annual cost according the terms outlined in the agreement will result in an estimated \$ 4,514.00 and it will be shared by the matching grant from Limoneira that the City Council accepted on November 18, 2013.

Personnel Impacts: None.

General Discussion: The City's Executive Management employees are not represented by an employee association and are classified as unrepresented employees. The proposed terms and conditions of the current contract are hereby submitted for the City Council's consideration as follows:

- Term of Contract, January 1, 2015 through December 31, 2015.
- Effective the first full pay-period following the adoption of Resolution No. 6841, the Chief of Police classification will receive a two percent (2%) salary increase dependent on the three year Limoneira grant.
- The City agrees to extend a cost of living adjustment (COLA) or any other monetary compensation during the term of the contract to the non-sworn members of the Executive Management group in the event that any other represented or unrepresented employee group (excluding Unit members of the Santa Paula Police Officer's Association and/or sworn-police personnel) receives such a benefit.

For the Regular City Council Meeting of September 8, 2015

Alternatives:

- A. Adopt Resolution 6941, approving terms and conditions for the Unrepresented Employees: Executive Management for the 2015 contract year.

- B. Provide further direction to staff.

Attachments:

Resolution No. 6941

RESOLUTION NO. 6941

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA
ADOPTING EMPLOYMENT BENEFITS FOR UNREPRESENTED EMPLOYEES:
EXECUTIVE MANAGEMENT**

BE IT RESOLVED by the City Council of the City of Santa Paula as follows:

SECTION 1: The City's Executive Management are not represented by an employee association and are classified as unrepresented employees as listed in the attached Exhibit "A."

SECTION 2: Full-time regular unrepresented Executive Management employees enjoy the following benefits:

Term: The term will be effective January 1, 2015 and expire December 31, 2015.

Salary Increase:

Effective the first full pay-period following the adoption of the Resolution, the Chief of Police classification will receive a two percent (2%) salary increase. The two percent (2%) salary increase for the Chief of Police classification is dependent on a grant from Limoneira for a three year period. Funding availability to sustain this level of salary and benefits may not be available after the three year period.

The Limoneira Development of the East Area 1 and East Gateway projects has been approved and they are in the early stages of development. Their successful completion on a schedule is critical to future city tax and fee revenues. If the completion of those projects, and the city revenues that are anticipated to create, is delayed then funds may not be available to sustain the level of pay and benefits outlined in this agreement. The City will at that time have to reduce the level of pay and/or benefits of the Chief of Police to meet revenues available.

The City agrees to extend a cost of living adjustment (COLA) or any other monetary compensation during the term of the contract to the non-sworn members of the Executive Management group, in the event that any other represented or unrepresented employee group (excluding Unit members of the Santa Paula Police Officer's Association and/or sworn-police personnel) receives such a benefit.

Fair Labor Standards Act: All Executive Management employees are designated as exempt from the provisions of the FLSA and are ineligible for overtime compensation.

Cafeteria Benefit Plan: The City provides a monthly contribution to each Executive Management employee to be used towards the Cafeteria Benefit Plan. These funds are to be used for eligible insurance plans included within the Cafeteria Plan. Cafeteria Plan options include health, dental, group term life, and supplemental disability and accident insurance and deferred compensation (IRS 457).

The City provides \$978.11 per month (\$489.05 paid for the 1st and 2nd pay periods of each month) benefit contribution toward each full-time member of Executive Management. The City will grant a reopener on the amount of the monthly cafeteria contribution should the City's SEIU Local 721 employees receive an increase in the cafeteria benefit that exceeds the current Executive Management contribution during the term of the agreement.

All employees must enroll in an available City health program unless they submit to the City both proof of health coverage and a signed health insurance waiver. Employees who fail to complete both requirements will not be allowed to utilize their Cafeteria Benefit Plan contributions for any other eligible plans.

IRS Section 125 Plan: Selection of the plan administrator is the responsibility of the City. The City provides the IRS Section 125 Flexible Benefits Plan on a Citywide basis to all full-time regular employees. The City agrees to provide payroll deductions for participating employees, and make appropriate disbursements to the plan administrators. Selection of the plan administrator is the responsibility of the City. The City reserves the right to discontinue the Flexible Spending Plan program at the conclusion of the Plan year on October 31st, if there is insufficient Citywide employee participation to break even on administrative costs. In the current FSA Plan year, November 1, 2013 to October 31, 2014, the City will pay the annual fee and the employee administrative fee per month. Should fewer than ten employees Citywide sign-up for an FSA for the new plan year beginning November 1, 2013, the City reserves the right to discontinue its participation in the Plan. The City will provide a minimum of thirty (30) days notice to Executive Management employees before the effective date of any planned discontinuation of the IRS Section 125 Flexible Benefits Plan.

Public Employees' Retirement System: The City is a contract member of the Public Employees' Retirement System (PERS). Under this contract, all Executive Management with the exception of the Police Chief and Fire Chief are classified as miscellaneous members (as are all other non-sworn employees). The Police Chief is classified as local police and receives the same benefits as the sworn regular police, and the Fire Chief is classified as local fire and receives the same benefits as the sworn regular fire. The City contract for Executive Management employees who are PERS members includes the following options:

- 2.5% @ 55-Full formula (Government Code Section 21354.4) for all miscellaneous employees who are miscellaneous members.
- 2% @ 55-Full formula (Government Code Section 21354) for all miscellaneous employees hired after March 20, 2006
- 2% @ age 62 Full formula based on the final three (3) year compensation (Government Code Section)for all miscellaneous employees hired after January 1, 2013.
- 2.7% @ age 57 Full formula (Government Code Section 21362.2) for local police members only (Police Chief)
- 3% @ age 50 Full formula (Government Code Section 21362.2) for local fire members (Fire Chief)

- 1959 Survivor Benefit at funding Level 3 (Government Code Section 21573), with additional enhancements of adding a continuance of the benefit after remarriage (Government Code Section 21551), and lowering the eligibility age for the surviving spouse from age 62 to age 60 (Government Code Section 21580) for local miscellaneous members and local police only (Police Chief).
- 1959 Survivor Benefit at basic funding level (Government Code Section 21571) for local fire only (Fire Chief).
- One Year Final Compensation (Government Code Section 20042) implemented on July 29, 2001 for local miscellaneous members.
- Improved Nonindustrial Disability Allowance (Government Code Section 21427) for local miscellaneous, local police (Police Chief) and local fire (Fire Chief).

Contribution to PERS: The City pays the employee's portion of PERS.

Long Term Disability: The City provides a Long Term Disability Insurance Program to each Executive Management employee at City expense.

Education Tuition Assistance: Tuition reimbursement may be made up to \$1,500 per fiscal year in accordance with established City policy.

Car Allowance: All Executive Management receive a car allowance of \$350.00 per month.

Bilingual Pay: A bilingual program provides those employees who are able to communicate effectively in Spanish, with a compensation of \$650.00 annually (\$25.00 per pay period).

Holiday Leave: On January 1st of each year and on July 1st of each year, each Executive Management employee will receive a Holiday Leave Bank of 54 hours paid at straight time to be used for holidays. For those employees on flexible work schedules and who are already scheduled a "flex day" on the holiday, and for those employees who are not on flexible work schedules and work an eight (8) hour day, the extra hours in the Holiday Leave Bank would become floating holiday hours to be scheduled for use throughout the year with the approval of their supervisor. The banked holiday hours may be used for any purpose that vacation, sick and compensatory leave may be used for, as long as prior approval is gained from the City Manager.

Any extra hours not used by the end of the calendar year would be carried over for ninety (90) days. If the employee does not use the hours by that date, they lose the carryover hours. The Holiday Leave Bank hours do not have a cash value.

The following days are holidays:

- New Year's Day - January 1
- Martin Luther King Day - Third Monday in January
- Presidents' Day - Third Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day - First Monday in September

Veteran's Day- November 11th
Thanksgiving Day
Friday after Thanksgiving
Christmas Day - December 25

Vacation Leave: Vacation Leave accrual is prorated hourly as earned. Executive Management employees may accumulate up to a maximum of three-hundred twenty (320) hours accrued Vacation Leave as of the end of the pay period that includes December 31 of each calendar year and any employee who has accrued the maximum amount of vacation will not accrue any more vacation until their balance is below three-hundred twenty (320) hours. Annual accrual rates for employees with continuous years of service are as follows:

Less than five years:	96	hours
Five years, but less than ten years:	120	hours
Ten years, but less than fifteen years:	144	hours
Fifteen, but less than twenty-one years:	160	hours
Twenty-one years:	168	hours
Twenty-two years:	176	hours
Twenty-three years:	184	hours
Twenty-four years:	192	hours
Twenty-five or more years:	200	hours

1. All use of Vacation Leave must be approved by the City Manager. Use of Vacation Leave must be scheduled at such times as the City Manager finds most suitable after considering the wishes of the employee and the requirements of the Department. All requests for use of Vacation Leave must be approved by the City Manager in writing before the commencement of the requested use.
2. Vacation Leave will not accrue while an employee is on Leave of Absence Without Pay. Accumulated and unused Vacation Leave may be used to supplement Sick Leave if the employee has exhausted Sick Leave accruals. Paid holidays occurring during vacation are not charged to Vacation Leave. If an employee on vacation becomes sick, Sick Leave may be substituted subject to the approval of City Manager.
3. If an employee transfers from one department within the City to another, the Vacation Leave credits are also transferred.

All Executive Management employees are required to take forty (40) hours of vacation leave in a twelve (12) month period (January – December).

Sick Leave: Sick leave hours no longer have cash value pursuant to the City's Personnel Rules and Regulations. Employees will not be subject to any maximum on sick leave accruals. Accumulated sick leave will be credited to employee's length of service upon retirement from the City of Santa Paula and will become a part of the calculation upon which PERS retirement benefits are established.

Sick Leave Incentive: As a part of the City's Sick Leave Incentive Program, employees will receive pay credit based upon sick leave usage from the beginning of the pay period paid first in November, to the end of the pay period paid last in October, for yearly usage according to the following schedule. Payment is made with the first payday of December.

Sick Leave Incentive Schedule

<u>Total Sick Leave Used</u>	<u>Additional Pay</u>
Not Over:	
0 hours	24 hours
2 hours	16 hours
4 hours	15 hours
6 hours	14 hours
8 hours	13 hours
10 hours	12 hours
12 hours	11 hours
14 hours	10 hours
16 hours	9 hours
18 hours	8 hours
20 hours	7 hours
22 hours	6 hours
24 hours	5 hours
26 hours	4 hours
28 hours	3 hours
30 hours	2 hours
32 hours	1 hour

Newly hired employees who have not worked a full year will have their additional credit prorated based on their length of service. Employees who terminate before the end of the plan will not receive any of this benefit. Employees out on industrial leave for a period of thirty (30) consecutive days will not be eligible for the sick leave incentive pay.

Administrative Leave: Executive Management accrues administrative leave on a bi-weekly basis at the rate of ninety (90) hours per year, and may carry a maximum of 16 hours into the following calendar year. Administrative Leave does not have any cash value.

Vacation/Administrative Leave Buyback: Employees may sell forty (40) hours of vacation or administrative leave in December of each year. Employee must submit request to City Manager in writing.

SECTION 4: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 5: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED AND ADOPTED this 8th day of September, 2015.

John T. Procter, Mayor
City of Santa Paula

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"

**CITY OF SANTA PAULA
EXECUTIVE MANAGEMENT**

POSITION TITLES

Assistant to the City Manager
Community Services Director
Finance Director
Fire Chief
Human Resources Manager
Planning Director
Police Chief
Public Works Director/City Engineer

**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: Award Harvard Boulevard Sewer Trunk Replacement Project to Toro Enterprises, Inc.

Date: November 9, 2015

Recommendation: It is recommended that City Council: 1) Authorize the City Manager to execute a Public Works Contract with Toro Enterprises, Inc. for \$639,664 in a form approved by the City Attorney; 2) Authorize the City Manager to execute a Professional Service Agreement to Stantec for construction management consulting services in the amount of \$127,223 in a form approved by the City Attorney; 4) allocate an additional \$766,887 from Sewer fund balance (Wastewater bond proceeds) and 5) Take such additional, related action that may be desirable.

Fiscal Impacts: The Harvard Boulevard Sewer Trunk Replacement Project will be funded from the Sewer Pipeline Rehabilitation Program Account 610.5.9215.660 in the amount of \$319,832.00 and from the Manhole Rehabilitation/Replacement Program Account 610.5.9213.660 in the amount of \$319,832.00. An additional allocation is requested for this project with the breakdown listed above from the Sewer Fund balance (Wastewater bond proceeds).

The Professional Service Agreement will be funded from the Sewer Pipeline Rehabilitation Program Account 610.5.9215.290 in the amount of \$63,611.50 and from the Manhole Rehabilitation/Replacement Program Account 610.5.9213.290 in the amount of \$63,611.50. An additional allocation is requested for this project with the breakdown listed above from the Sewer Fund balance (Wastewater bond proceeds).

Personnel Impacts: None.

General Discussion: The Harvard Boulevard Sewer Trunk Replacement Project will remove and replace the sanitary sewer trunk pipeline within Harvard Boulevard from Seventh Street to Tenth Street. The 2005 Wastewater System Master Plan identified this existing sanitary sewer trunk pipeline to be in poor condition and lacking the necessary capacity.

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The general scope of work for this project consists of removing the existing 10-inch concrete pipe material and replacing with current City standard polyvinyl chloride (PVC) pipe material. The existing sanitary sewer maintenance holes (manholes) and laterals will also be replaced as part of the sanitary sewer trunk replacement.

On August 17, 2015, City Council approved the plans and specification for the Project. Staff advertised for inviting sealed bids on September 23, 2015. Five bids were received on October 22, 2015. The bid results are as follows:

	Contractor	Bid Amount
1.	Tekton Construction Enterprises, Inc.	\$530,080.00
2.	Toro Enterprises, Inc.	\$639,664.00
3.	Blois Construction, Inc.	\$668,729.00
4.	J&H Engineering General Contractors, Inc.	\$671,837.00
5.	Sam Hill & Sons, Inc.	\$680,507.00

Staff evaluated the bid from the first low bidder, Tekton Construction Enterprises Inc., and found the following deficiencies:

1. The Bid Schedule was not completed in entirety. Specifically, the line items for Total Bid Amount and Amount Bond, respectively, on Page 4 were incomplete; and
2. The Bid does not list three project references similar to the magnitude and character of the work. Item No. 6 on Page 5 of the Information Required of Bidder form requires the listing of three project references.

Due to the aforementioned deficiencies, Tekton Construction Enterprises Inc.'s bid is considered non-responsive for its failure to comply with the bid documents. Therefore, staff recommends rejecting Tekton Construction Enterprises Inc.'s bid.

The second low bid of \$639,664.00 submitted by Toro Enterprises, Inc. is an acceptable bid that is responsive and meets the requirements of the bid documents.

Construction Management Consulting Services

On April 8, 2015, staff requested statement of qualifications from construction management consulting firms for the Harvard Boulevard Sewer Trunk Replacement Project. Statements were received from the following firms:

1. Filippin Engineering, Inc. (Goleta, CA)
2. Kennedy Jenks Consultants (Oxnard, CA)
3. Stantec (Camarillo, CA)

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A staff evaluation committee conducted an evaluation process or qualifications-based selection (QBS) process which also included interviews. The QBS process is an evaluation of the consultant based on the following essential criteria:

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

The evaluation committee determined that Stantec is the best qualified firm to perform the construction management consulting services for the Project. The scope of services is for full-time construction management consulting services which will include construction administration, inspection, quality assurance testing of materials, and labor compliance enforcement. Staff requested a fee proposal from Stantec for negotiation. Staff received a fee proposal on October 5, 2015, in the amount of \$127,223.00 and concluded that the fee is fair compensation for the services.

Alternatives:

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

Attachments: None

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Janna Minsk, AICP, Planning Director
Stratis Perros, Deputy Planning Director

Subject: Review of Project No. 2005-CDP-04: 1) A request for: General Plan Amendment to the General Plan Map Land Use Plan for three parcels from existing Adams Canyon Expansion Area to proposed Adams Canyon Specific Plan; 2) Prezoning/Zone Change for three parcels from existing County Agricultural Exclusive (AE) to proposed Specific Plan One (SP-1); 3) Specific Plan; 4) Development Agreement; 5) Tentative Map 5475; 6) Growth Management Allocations; 7) Annexation and 8) Certification of a Final Environmental Impact Report in order to allow a 79-lot single family hillside residential subdivision on property located northwest of Foothill and Peck Roads.

Date: November 9, 2015

Recommendation: That the City Council: 1) open the public hearing and take evidence; 2) consider the evidence received during the public hearing; 3) adopt Resolution No. 6957 to certify the Final Environmental Impact Report; 4) adopt Resolution No. 6958 to approve the General Plan Amendment; 5) introduce and waive first reading of Ordinance No. 1258 to approve the Development Agreement; 6) introduce and waive first reading of Ordinance No. 1259 to approve the Prezoning/Zone Change and Specific Plan; 7) adopt Resolution No. 6959 to approve Tentative Map 5475 and Growth Management Allocations; and 8) adopt Resolution No. 6960 to approve the Annexation; and 9) take such additional, related action as may be appropriate.

Fiscal Impacts: None.

Personnel Impacts: None.

General Discussion: Del Investment Fund No. 9, Ltd. (on behalf of the Anderson-Hagaman Applicants) proposes a Tentative Tract Map to subdivide a vacant undeveloped 32.5 acre parcel and construct a 79-lot single-family hillside residential subdivision. The project site is located north of Foothill Road and west of Peck Road and is currently outside of the city limits in an area designated as part of the Adams Canyon Expansion Area; therefore, the project site must be annexed to the City. A General Plan Amendment and Prezoning/Zone Change are requested to change the underlying land use and zoning designations. A Specific Plan is requested to implement the project and establish site-specific development standards. The new residential

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project would require a total of 78 Growth Management Allocations. The attached Planning Commission staff report contains the project details (Attachment G).

Background: The project site is located in unincorporated Ventura County immediately northwest of the City of Santa Paula city limits. It is situated within both the City Urban Restriction Boundary (CURB) and the Adams Canyon Expansion Area. According to the General Plan, expansion areas are intended to accommodate new urban growth and development.

In 2003, the City of Santa Paula held an election and the voters approved Measure A which modified the City Urban Restriction Boundary (CURB) line to specifically allow the 32.5 acre Foothill and Peck property to be developed with about 80 homes. The Applicant's proposal is consistent with this voter-approved initiative.

In 2007, the City of Santa Paula held an election and the voters approved Measure A-7 to allow up to 495 new homes to be constructed in the Adams Canyon Expansion Area.

The proposed 79 single-family homes at Foothill and Peck represent the first phase of development in the Adams Canyon Expansion Area. The proposed 79 homes would be deducted from the 495 homes allotted to Adams Canyon, leaving a remaining 416 homes that could be constructed in Adams Canyon.

Project Description

The proposed project would involve the development of 79 hillside residential lots averaging 9,685 square feet. The proposed arrangement of lots and streets is dictated by the shape of the existing hillside adjacent to the site. Virtually all of the site would be subject to excavation or fill. Based on the submitted plans, each lot would have a graded pad of sufficient size for construction of a conventional one or two story home. The majority of the homes would be developer built detached single family houses. Some lots may be reserved for custom home construction.

A proposed three acre linear park open to the public would be incorporated into the 5 acres of open space along the south and west sides of the development site. Although much of this passive recreation area would be landscaped slopes, it also includes a system of trails and vista points.

Site access would be from an entrance on Foothill Road. This access point may be a gated entrance depending on the preference of the homebuilder. Foothill Road would be widened along the southern frontage to allow for three travel lanes. The interior streets, which would be privately maintained by a Home Owners Association, would be 36 feet wide curb-to-curb and also include both parkways and sidewalks.

The project site includes a 32.5-acre site where the residential development is proposed, an adjacent offsite 14-acre area that is to be graded in conjunction with the residential development, and three fill sites located in canyons north and west of the development site in which excess material generated by site grading will be deposited.

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The project site surrounds the adjacent two-acre Mitchell property located at 15711 Foothill Road, which is currently developed with the two single-family residences. This parcel is also included with the Annexation request to promote orderly development; however, no new construction is proposed on the adjacent Mitchell property.

As conditioned by the Planning Commission, the Annexation request also includes an off-site 14-acre portion of an adjacent 132-acre parcel located to the north of the project site. The applicant has a grading easement for these 14-acres which will be graded for slope stabilization purposes.

Drainage

The proposed project includes the construction of two stormwater detention basins to capture high intensity, short duration rainfall. The water would be directed to a detention basin located in the southeast corner of the site. The proposed detention basins would be designed to prevent overloading of downstream facilities and reduce downstream erosion caused by high flows.

Grading

Proposed grading includes approximately 2.7 million cubic yards of cut and 2.0 million cubic yards of fill, with 0.7 million cubic yards of excess material to be deposited at three canyon fill sites located northwest of the development site. The majority of the grading would take place on the north end of the development site, which would be almost all cut to remove the remnants of an old landslide. This grading is proposed to stabilize and re-contour the development site and an approximately 14-acre area located directly north of the development site, both of which are underlain by landslide slump deposits. The project applicant has a grading easement for this area.

Excess fill would be stockpiled on the development site and/or the excavation area to the north, then hauled to and deposited within one or more of three canyons north of the development site. Overall, the three potential fill sites have a cumulative capacity of approximately 1.9 million cubic yards of fill material. Less than half of this overall capacity would be used. This project would need to obtain a discretionary grading permit from Ventura County in order to move the fill material to the canyon.

SPMC Chapter 16.98 regulates Hillside Grading Practices. The City's primary objective regarding hillside development is to preserve the natural terrain, the quality environment, and the aesthetic features of the City while encouraging creative, innovative, diverse, and safe development. The existing hillside contains the remnants of an ancient landslide that needs to be excavated in order to proceed with this development. Per the Applicant, the City will benefit from this development because the project will replace an existing unstable hillside with safely engineered hillslope. To achieve this benefit, City Council approval of the tentative map is required in order to allow a manufactured slope of over 200 feet.

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Planning Commission Review: On February 24, 2015, the Planning Commission conducted a public hearing of the project. Just prior to this February 2015 Planning Commission hearing, City staff received comment letters from County agencies (i.e. including Ventura County Planning, Watershed Protection District and LAFCo), in which they raised questions pertaining to the Response To Comments section contained in the Final Environmental Impact Report (FEIR). Based on the County's request for additional time to review the FEIR, the Planning Commission voted 3-0 to continue the item to the April 28, 2015 regular Planning Commission meeting to allow City staff to meet and address specific concerns raised by Ventura County agencies.

At their February meeting, the Planning Commission also received public testimony pertaining to the frequent number of accidents at the intersection of Foothill and Peck Road. Subsequently, on March 2, 2015, the City Council received a staff presentation about proposed changes to the intersection. The City Council voted to approve recommendations by the Traffic Safety Committee including new warning beacons, warning signs, guardrails, and red curb painting.

On April 28, 2015, the Planning Commission re-opened the public hearing and received additional testimony from staff, the applicant, and the public. Staff provided an update to the Commission about meetings held with the County and presented clarifications to the Responses to Comments. The Planning Commission adopted Resolution No. 3732 recommending approval to the City Council for Project No. 2005-CDP-04 for General Plan Amendment, Annexation, Zone Change, Specific Plan, Development Agreement, Tentative Tract Map, and Growth Management Allocations with the following added conditions of approval:

1. The 14 acres north of the Project site and designated for grading and slope stabilization must be included with the Annexation request.
2. There will be no haul truck traffic routes on Peck Road during grading of the Project.
3. Applicant will work with Ventura County to provide and implement the following types of traffic improvements: 1) more stop signs at the intersection of Peck Road and Foothill Road, and 2) improvements to warn and slow east-bound traffic on Foothill Road.
4. Re-vegetation for the canyons and the haul roads to the north of the property will meet Ventura County standards and, if there are tiers of standards, will meet the highest tier of Ventura County standards.

Analysis

General Plan

The General Plan designation for the property is Adam Canyon Expansion Area. The project site is currently outside of Santa Paula city limits, but within the City's Urban Restriction Boundary (CURB). To the east of the project site is an established single family residential neighborhood located within the city limits. The proposed project is consistent with the pattern of development in the immediate area.

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The project is consistent with the underlying General Plan land use designation and promotes the following objectives, policies, and goals contained in the City's General Plan:

- Population: 1.b.b. Allow population growth in the City and expansion and planning areas based on the numbers of new dwelling units allowed to be built under the Growth Management Ordinance.
- Urban Expansion: 4.10 Development should provide for orderly urban expansion.
- Urban Expansion: 4.c.c. Limit annexations to the City's Sphere of Influence and CURB, as each may be amended from time to time. (IM 32, 33, 34, 35, 36)
- Urban Expansion: 4.d.d. Annex and develop the contiguous lands first. (IM 32, 33, 34, 35, 36)
- Urban Expansion: 4.i.i. Require comprehensive planning and cost analysis for public services, utilities, and infrastructure needed to serve major land development projects. (IM 44)
- Urban Expansion: 4.j.j. Require reports that address City-wide fiscal and market issues prior to considering annexations. (IM 44, 45)
- Urban Expansion: 4.k.k. Unless otherwise provided, require the preparation of Specific Plan(s) for any proposed annexations. (IM 39, 40, 41, 43)
- Infrastructure: 8(d) The City should enter into land development agreements for major new projects to assure significant contributions towards meeting existing and future community needs.
- Infrastructure: 8.b.b. Have development pay the costs of needed utility services. (IM 107, 108, 109, 110)
- Urban Expansion: 39. The following Development Standards for the Adams Canyon and Fagan Canyon expansion areas shall be implemented through a Specific Plan(s) and subsequent development approvals:
 - Encourage a broad range of housing types to meet the housing needs of the City.
 - Development shall be designed and sited to maintain the character of significant open spaces, to maintain views and vistas and to protect natural habitat.
 - Use building materials, colors, and forms that blend into the environment and contribute to a neighborhood character.
 - Clustering of development is required to protect open space, agriculture, and habitat.
 - Use extensive landscaping, xeriscaping, etc. Forty percent (40%) of lots/development shall be landscaped or natural open space.
 - Require a geologic study for all development sites and roadways to address slope stability, faults and landslides.
 - Locate building pads and develop the sites and roadways with minimized grading and reduced amounts of cut and fill slopes.
 - Require the inclusion of drainage and flood control improvements designed to be natural in appearance.
 - Require the use of fire retardant landscaping, adequate clearings, and fire retardant/fire proof building materials.
 - Require circulation system to tie in with the existing circulation system.
 - Avoid ridgeline development on prominent ridgelines.
 - Require new lighting that is part of any proposed development to be oriented away from sensitive uses, and shielded to the extent possible to minimize glare and spill over.

For the Regular City Council Meeting of November 16, 2015

In summary, the overall Project is consistent with the General Plan and provides new residential housing within an area designated for such use.

Specific Plan/Development Code

The proposed Foothill/Peck (Tentative Map 5475) Specific Plan was developed as a tool for the systematic implementation of the General Plan. It provides a link between implementing policies of the General Plan and the individual development proposals in the specific area that is proposed for development. The Specific Plan allows the plan area to be designed and developed in accordance with a detailed neighborhood vision that regulates the type, design, location and intensity of uses to the design and capacity of infrastructure. In addition, the Specific Plan provides goals and policies unique to the proposed development plan area. The Specific Plan was developed by analyzing various components of the Santa Paula Municipal Code (SPMC) and various other policies and regulations.

The Specific Plan would apply to all portions of the Foothill/Peck (Tentative Map No. 5475) Specific Plan Area. In the event there is a conflict between the Santa Paula Municipal Code and Specific Plan, the more restrictive specific regulation would take precedence over the more general. The Specific Plan provides the entire zoning for Tentative Map 5475. The development site would be zoned Specific Plan One (SP-1), and the applicable zoning regulations for Tentative Map 5475 are those set forth in in the Specific Plan.

The table below summarizes the proposal relative to the applicable Specific Plan development standards.

Development Standard	Existing Designation or Code Requirement	Proposed Project	Compliance
General Plan	Adams Canyon Expansion Area	Adams Canyon Specific Plan	Yes
Zone	Ventura County Agricultural Exclusive – 40 acres (AE-40)	Foothill/Peck (Tentative Map 5475) Specific Plan 1 (SP-1)	Yes
Proposed Use	Hillside Residential	79-lot single family residential subdivision	Yes
Maximum Density	Measure A allows approximately 80 units	79 units proposed	Yes
Minimum Lot Area	0-3 du/gross acre = 14,500 square feet	6,000 square feet	Yes, with approval of Specific Plan
Minimum Lot Width	60 feet (interior lot) 65 feet (corner lot)	60 feet min 65 feet min	Yes
Maximum Building Height	35 feet or 2 ½ stories	35 feet and 2 ½ stories max	Yes
Minimum Front Yard Setback	20 feet	20 feet	Yes

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Development Standard	Existing Designation or Code Requirement	Proposed Project	Compliance
Minimum Side Yard Setbacks	Interior lot and corner lots – 10 feet both sides	Interior lot and corner lots – 10 feet both sides	Yes
Minimum Rear Yard Setback	Single story – 10 feet Two story – 25 feet	Single story – 10 feet Two story – 25 feet	Yes
Parking Spaces SPMC 16.46, Table 46-1	0-4 bedrooms = 2 garage spaces minimum 5+ bedrooms = 3 garage spaces minimum	0-4 bedrooms = 2 garage spaces minimum 5+ bedrooms = 3 garage spaces minimum	Yes
Lot Coverage	Maximum 60%	None proposed	Yes, with approval of Specific Plan

Annexation

The project site is located in unincorporated Ventura County immediately northwest of the City of Santa Paula city limits. It is situated within both the City Urban Restriction Boundary (CURB) and the Adams Canyon Expansion Area. The project area to be annexed consists of the 32.5 acre parcel owned by the applicant that will include the 79-lot subdivision and the adjacent two-acre Mitchell parcel where the two existing single family residences would remain and no new development is proposed. As a condition of approval, the Planning Commission has required that the 14 acres above the project site used for slope stabilization must be included with the Annexation request.

Zone Change/Pre-zoning

The project site is currently located outside of the city limits and has a Ventura County zoning designation of Agricultural Exclusive - 40 acres (AE-40). The proposed Specific Plan would provide the entire zoning for the development site. The development site would be zoned Specific Plan One (SP-1), and the applicable zoning regulations for Tentative Map 5475 are those set forth in in the Specific Plan. Until LAFCO reorganizes jurisdictional boundaries and allows the project site to be annexed into the City's jurisdiction, the Specific Plan would constitute pre-zoning for the project.

Tentative Map

Both the Subdivision Map Act and the City's Subdivision Ordinance require that proposed subdivision maps conform to the General Plan and zoning district regulations. As discussed above, with the approval of a Specific Plan this project complies with both requirements.

Growth Management Allocation

Seventy eight Growth Management Allocations (GMA) are requested. SPMC Chapter 16.106 establishes regulations that place limitations on the issuance of residential building permits within specific time periods. Such limitations are considered necessary

For the Regular City Council Meeting of November 16, 2015

to ensure that the rate and/or level of residential growth in the City is consistent with regional growth management and resource protection plans.

The proposed project is located on a single legal parcel. The applicant would be credited for one allocation. Approximately 1110 Growth Management Allocations were available as of January 1, 2015; therefore, competitive review is not required for this project.

Fiscal Impact Analysis

A Fiscal Impact Analysis report was prepared to provide an assessment of public service delivery capabilities by the City and other agencies affected by the Project. The report reviewed two scenarios for the project whereby the new streets were either publicly maintained or privately maintained. The report concludes that the City is equipped to handle additional demand from the proposed Annexation Area and that a recurring annual budget surplus is projected for the Annexation area for either the public or private street scenarios.

Development Agreement

The applicant has requested the approval of a Development Agreement with the City for this project. The term of the Development Agreement is 25 years. The project qualifies for a Development Agreement because it contains over 20 new residential units, the project area occupies more than two acres, involves the amendment of the General Plan, and involves mitigation measures from an environmental impact report to eliminate or reduce environmental impacts. The purpose of the Development Agreement is to eliminate uncertainty in planning for and securing orderly development of the project site, assure progressive installation of necessary improvements, provide public services to each stage of development of the project site, ensure attainment of maximum effective utilization of resources within the City at the least economic cost to its citizens, and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted.

The Project will provide benefits to the City including desirable housing, road and infrastructure improvements on Foothill Road, a privately maintained public park, open space and pedestrian trails, oversized detention basins to reduce flooding along Peck Road, and stabilization of an existing and naturally unstable hillside along a heavily traveled stretch of Foothill Road.

In exchange for the benefits to City, the applicant desires to receive the assurance that it may proceed with the Project in accordance with existing land use ordinances, subject to the terms and conditions contained in the Development Agreement, and to secure the benefits afforded by Government Code Section 65864.

ENVIRONMENTAL REVIEW

An initial study was prepared in accordance with the California Environmental Quality Act (CEQA) Guidelines § 15063, which showed that an environmental impact report would be required for the proposed project. In accordance with CEQA, a Notice of Preparation of a Draft EIR (DEIR) was filed with the State Clearinghouse Office of Planning Research (SCH OPR) in 2007 and a revised NOP on November 10, 2011.

A DEIR was completed in compliance with CEQA Guidelines § 15090 and a Notice of Completion was filed with the SCH OPR on February 11, 2013. A forty-five day public review period for the DEIR pursuant to CEQA Regulations commenced on February 11, 2013 and ended on March 28, 2013. Comments received during the public review period were responded to in the Responses to Comments Report.

A Final EIR (FEIR) dated June 2014 and entitled Tentative Map 5475 was prepared for the proposed Project. Pursuant to CEQA Guidelines § 15090, the FEIR reflects the City's independent judgment and analysis.

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 no comments have been received.

RECOMMENDATION That the City Council: 1) open the public hearing and take evidence; 2) consider the evidence received during the public hearing; 3) adopt Resolution No. 6957 to certify the Final Environmental Impact Report; 4) adopt Resolution No. 6958 to approve the General Plan Amendment; 5) introduce and waive first reading of Ordinance No. 1258 to approve the Development Agreement; 6) introduce and waive first reading of Ordinance No. 1259 to approve the Rezoning/Zone Change and Specific Plan; 7) adopt Resolution No. 6959 to approve Tentative Map 5475 and Growth Management Allocations; and 8) adopt Resolution No. 6960 to approve the Annexation; and 9) take such additional, related action as may be appropriate.

Attachments:

Attachment A: Resolution 6957 – Certifying Final EIR

Attachment B: Resolution 6958 – Approving General Plan Amendment

Attachment C: Ordinance 1258 – Adopting a Development Agreement

Attachment D: Ordinance 1259 – Adopting Rezoning/Zone Change and Specific Plan

Attachment E: Resolution 6959 – Approving Tentative Map and Growth Management Allocations

Attachment F: Resolution 6960 – Approving Annexation

Attachment G: April 28, 2015 Planning Commission Resolution 3732, Minutes, and Staff Report

Attachment A
Resolution No. 6957 Certifying Final EIR

RESOLUTION NO. 6957

A RESOLUTION CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT FOR TENTATIVE MAP 5475 AND APPROVING MITIGATION AND MONITORING REPORTING PROGRAM FOR THE DEVELOPMENT OF 79 SINGLE FAMILY RESIDENTIAL HOMES ON 32.5 ACRES LOCATED AT FOOTHILL AND PECK ROADS

PROJECT NO. 2005-CDP-04

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

SECTION 1. *Recitals.* The City Council finds and declares that:

- A. On June 27, 2005, Del Investment Fund No. 9 Ltd, (Applicant) filed an application for a General Plan Amendment, Annexation, Rezoning/Zone Change, Specific Plan, Development Agreement, Tentative Map, and Growth Management Allocations in order to allow a 79-lot single-family hillside residential subdivision on an existing vacant undeveloped 32.5 acre lot. (the Project);
- B. The Project consists of the following:
 - 1. The City initiation of proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code §§56000, *et seq.*, the "Act") for a reorganization (annexation) that would concurrently annex territory to the City and detach this territory from the Ventura County Resource Conservation District, the Ventura County Fire Protection District, and County Service Areas Nos. 32 and 33;
 - 2. A General Plan Amendment, including without limitation, revisions to the Land Use Element;
 - 3. The project would include rezoning all of the project area including, without limitation, 32.5 acres as the Foothill/Peck Tract Map (TM 5475) Specific Plan (designated as "SP-1" by the Santa Paula Municipal Code ["SPMC"]) to permit up to 79 single family residential homes;
 - 4. A Zoning Map amendment;
 - 5. A Tentative Map (Tentative Map No. 5475);
 - 6. Development Agreement
- C. The Project was reviewed by City's Planning Department for, in part, consistency with the General Plan and conformity with the Santa Paula Municipal Code;

- D. The City Planning Department reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA"), the regulations promulgated there under (14 Cal. Code of Regulations §§15000, *et seq.*, the "CEQA Guidelines"), and the City's Environmental Guidelines ("Santa Paula Guidelines"; CEQA, CEQA Guidelines and Santa Paula Guidelines collectively referred to as "CEQA Regulations");
- E. The Planning Department completed its review and scheduled a public hearing regarding the application before this Commission for November 16, 2015;
- F. On November 16, 2015 the City Council opened a public hearing to receive public testimony and other evidence regarding the application including without limitation, information provided to the Council by the Applicant;
- G. This Resolution, 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 administrative record that is too voluminous to reference. .

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

- A. The Applicant is requesting approval to allow a 79-lot single-family hillside residential subdivision on an existing vacant undeveloped 32.5 acre lot. The project area is legally described as APN 097-0-020-085.
- B. An adjacent two acre parcel legally described as APN 097-0-020-070 is included with the project as part of the Annexation request; however no new development is proposed on this parcel.
- C. A 14-acre portion of a 132 acre parcel directly north and adjacent to the project site legally described as APN 038-0-090-295 is also included with the project as part of the Annexation request. This 14-acre portion will be graded for slope stabilization purposes.
- D. The project area is located outside of the City limits and is contiguous with the current city limit boundary. The property has a General Plan land use designation of Adams Canyon Expansion Area and is currently zoned Ventura County Agricultural Exclusive – 40 acres (AE-40). The area for the proposed development is currently vacant undeveloped hillside.
- E. The property is bounded by Foothill Road on the south and Peck Road the east. Hillside residential uses abut the project site on the east. Orchards and open space hillside area are adjacent land uses on the north, west, and south.

- F. The project site is located in the Adams Canyon Expansion Area. The Santa Paula General Plan intends for Expansion Areas to accommodate new urban growth and development.

SECTION 3: Conclusions. The City Council makes the following conclusions:

- A. The establishment of a new single family residential subdivision is not expected to have a negative impact on surrounding properties or the general neighborhood because the project will be required to comply with all applicable codes and development standards.
- B. The proposed use at the particular location is necessary or desirable to provide a service or facility which will contribute to the general convenience or welfare of the neighborhood or community because the project will contribute to the City housing stock by developing the current site into a hillside residential neighborhood, provide road infrastructure improvements to Foothill Road, provide retention facilities to reduce flood threats, and provide for the annexation of land that is within the City's Sphere of Influence and CURB and that is contiguous to the existing City boundaries. The project is also compatible with the existing, surrounding and planned land uses within the vicinity.
- C. The characteristics of the project are not unreasonable or incompatible with the types of uses in the surrounding area, such as other residential uses located adjacent to the project site. Any potential health and safety impacts have been addressed by requiring the applicant to comply with local and state regulations.
- D. The proposed use will not 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 because the project is a reasonable use on the property and will be compatible with nearby land uses.

SECTION 4: Environmental Assessment.

- A. Because of the facts and conclusions in Section 2 and 3 of this Resolution and in accordance with CEQA Guidelines, a Notice of Preparation (NOP) of a Draft EIR (DEIR) was filed with the State Clearinghouse (SCH) Office of Planning and Research (OPR) on July 19, 2007. THE SCH OPR assigned SCH Number 2007071108 to the environmental documentation for the proposed Tentative Map 5475.
- B. The Notice of Preparation was distributed to public agencies and interested parties. The 30-day public review period for the NOP started on July 23, 2007 and concluded on August 23, 2007. The NOP was published in the Santa Paula Times.
- C. A Revised Notice of Preparation was redistributed to public agencies and interested parties. The 30-day public review period for the NOP started on November 10, 2011

and concluded on December 14, 2011. The NOP was published in the Santa Paula Times.

- D. The City completed a DEIR for this Project in accordance with applicable law including, without limitation, CEQA §§ 15082, 15083, 15085, and 15087.
- E. In accordance with CEQA Guidelines § 15085, a Notice of Completion (NOC) of the DEIR was filed with the SCH OPR.
- F. A 45 day public review period for the DEIR pursuant to CEQA commenced on date and ended on date. The DEIR was distributed to public agencies, interested parties, libraries, and service providers by the City of Santa Paula. The distribution list is available at the City of Santa Paula Planning Department.
- G. Comments received during the public review period for the DEIR were responded to in the Responses to Comments Report.
- H. A Final EIR (FEIR) was prepared for the Project. Pursuant to CEQA § 15090 the FEIR reflects the City's independent judgement and analysis. The Planning Commission independently reviewed and analyzed the FEIR prepared for the Project. The FEIR is an accurate and complete statement of the potential environmental impacts of the project. The FEIR was prepared under the direction of the City of Santa Paula Planning Department and reflects the independent judgement and analysis of the environmental impacts and comments received on the DEIR.
- I. The following components comprise the FEIR:
 - 1. DEIR and Technical Appendices (two volumes), July 2014.
 - 2. Comments received on the DEIR and responses to those comments documented in the Responses to Comments Report, July 2014.
 - 3. Clarifications and revisions.
 - 4. Mitigation Monitoring and Reporting Program (MMRP).
- J. The FEIR (including documents and other materials that constitute the records of proceedings on which the City's findings and decisions are based) is located at City of Santa Paula, 970 Ventura Street, Santa Paula, CA 93060. The custodian of these documents is the Planning Director. This information is provided in compliance with CEQA § 21081.6(a)(2) and CEQA Guidelines §15091(e).
- K. The FEIR is incorporated into this Resolution by reference as if fully set forth.

- L. The FEIR generally identifies, for each potentially significant impact of the project, one or more corresponding mitigation measures to reduce such impact to a level of insignificance.
- M. Pursuant to CEQA §15091, any changes or alterations required for the Project, or incorporated into the Project, which avoid or substantially lessen the significant environmental effect are identified in the FEIR. Any potential changes or alterations that may be made to the proposed mitigation measures are addressed and analyzed in the FEIR.

SECTION 5: Approval. The City Council takes the following actions:

1. The City Council certifies the FEIR for Tentative Map 5475 attached as Exhibit B and incorporated by reference, subject to the mitigation monitoring and reporting program (“MMRP”) required by CEQA §21081.6 and CEQA Guidelines § 15097.
2. In accordance with the requirements of CEQA § 21081 (a) and 21081.6, the City Council adopts the MMRP set forth in attached Exhibit A which is incorporated into this Resolution by reference. The mitigation measures expressly set forth in the MMRP as conditions of approval for the Project.
3. Direct the Planning Director, or designee, to file a Notice of Determination with the County Clerk of the County of Ventura within five (5) days of certifying the FEIR pursuant to CEQA §21152 and CEQA Guidelines § 15094.

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

SECTION 7: Limitations. The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations of analysis of the project is lack of knowledge of future events. In all instances, best efforts were made to form accurate assumptions.

SECTION 8: 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 particular finding is not based in part on that fact.

SECTION 15: Effectiveness. This Resolution will take effect immediately upon adoption. This Resolution will remain effective until superseded by a subsequent resolution.

PASSED AND ADOPTED this 16th day of November, 2015.

John T. Procter
Mayor

ATTEST:

Judith Rice, City Clerk

APPROVED AS TO FORM:

John C. Cotti, City Attorney

APPROVED AS TO CONTENT:

Jaime M. Fontes, City Manager

Exhibit A
Mitigation Monitoring and Reporting Program

MITIGATION MONITORING AND REPORTING PROGRAM

CEQA requires adoption of a mitigation monitoring and reporting program (MMRP) for the measures that are necessary to mitigate or avoid significant effects on the environment (Public Resources Code 21081.6). The mitigation monitoring and reporting program is designed to ensure compliance with adopted mitigation measures during project implementation. For each mitigation measure included in the Final EIR, specifications are made herein that identify the action required and the monitoring that must occur.

The following table will be used to verify compliance with mitigation measures required for Tentative Map 5475. Only mitigation measures are included in the MMRP. Standard regulatory requirements, as identified in the EIR, and conditions required by the City are not part of the MMRP.



Tentative Map 5475
Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
AESTHETICS							
AES-1(a) Plant Screening. Plant materials must screen at least 50 percent of all architecture. Wall surfaces facing viewsheds must be screened to the maximum extent feasible.	Review final landscape plan.	Before issuance of City building permit	Once	Santa Paula Planning Department			
AES-1(b) Informal Tree Masses. Trees must be arranged in informal masses and shall be placed selectively to reduce the scale of long, steep slopes.	Review final landscape plan.	Before issuance of City building permit	Once	Santa Paula Planning Department			
AES-1(c) Slope Plantings. Slope plantings must create a gradual transition from developed slope areas into natural areas. Landscaping shall include fingers of plantings that extend into existing and sculptured slopes.	Review final landscape plan.	Before issuance of City building permit	Once	Santa Paula Planning Department			
AES-1(d) Random Shrub Placement. Shrubs must be randomly placed in masses within landscaped areas.	Review final landscape plan.	Before issuance of City building permit	Once	Santa Paula Planning Department			
AES-1(e) Natural Building Colors. All colors, textures, materials and forms shall be compatible with the natural setting. Medium to dark colors, which blend with the surrounding environment, must be used for building elevations and roof materials.	Review final architectural plan.	Before issuance of City building permit	Once	Santa Paula Planning Department			
AES-1(f) Low Reflectivity Glass. Project design and architectural treatments must incorporate additional techniques to reduce light and glare, such as use of low reflectivity glass.	Review final architectural plan.	Before issuance of City building permit	Once	Santa Paula Planning Department			
AES-1(g) Driveway and Retaining Wall Landscaping. Landscaping must be planted so as to shield retaining walls and driveway in order to preserve natural appearance of hillside from Foothill Road, a City-designated Scenic Route.	Review final landscape plan.	Before issuance of City building permit	Once	Santa Paula Planning Department			



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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
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AIR QUALITY							
<p>AQ-1 Construction Emission Reduction Measures. All contractors must implement fugitive dust control measures consistent with Ventura County Air Pollution Control District Rule 55 throughout all phases of construction. Developers must include in construction contracts the control measures required and recommended by the VCAPCD at the time of development. Examples of the types of measures currently required and recommended include the following:</p> <ul style="list-style-type: none"> • Minimize the area disturbed on a daily basis by clearing, grading, earthmoving, and/or excavation operations. • Pre-grading/excavation activities include water the area to be graded or excavated before the commencement of grading or excavation operations. Application of water should penetrate sufficiently to minimize fugitive dust during these activities. • All graded and excavated material, exposed soil areas, and active portions of the construction site, including unpaved on-site roadways, must be treated to prevent fugitive dust. Treatments must include, without limitation, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Water must be done as often as necessary. 	Review construction specifications; field monitor during grading and construction.	Review construction specifications before issuance of City grading permit; field monitor throughout grading and construction	Once for construction specification review; field monitor periodically (at least weekly) throughout grading and construction	Santa Paula Planning Department			



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<ul style="list-style-type: none"> • Material stockpiles must be enclosed, covered, stabilized, or otherwise treated, to prevent blowing fugitive dust offsite. • Graded and/or excavated inactive areas of the construction site must be monitored by a City-designated monitor at least weekly for dust stabilization. Soil stabilization methods, such as water and roll-compaction, must be periodically applied to portions of the construction site that are inactive for over four days. If no further grading or excavation operations are planned for the area, the area should be seeded and water until grass growth is evident, or periodically treated with environmentally-safe dust suppressants, to prevent excessive fugitive dust. • Signs must be posted on-site limiting on-site traffic to 15 miles per hour or less. • During periods of high winds (i.e., wind speed sufficient to cause fugitive dust to impact adjacent properties), all clearing, grading, earth moving, and excavation operations must be stopped to the degree necessary to prevent fugitive dust created by on-site activities and operations from being a nuisance or hazard, either off-site or on-site. The site superintendent/supervisor must use his/her discretion in conjunction with the VCAPCD in determining when winds are excessive. 							



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<ul style="list-style-type: none"> • Adjacent streets and roads must be swept at least once per day, preferably at the end of the day, if visible soil material is carried over to adjacent streets and roads. • Personnel involved in grading operations, including contractors and subcontractors, should be advised to wear respiratory protection in accordance with California Division of Occupational Safety and Health regulations. • Signs displaying the APCD Complaint Line telephone number for public complaints must be posted in a prominent location visible off-site. 							
BIOLOGICAL RESOURCES							
BIO-1(a) Pre-Construction Survey. Not more than two weeks before initiation of construction or fill activities, the applicant must retain a qualified biologist to conduct a nesting bird survey of the development site, fill site(s), and surrounding area. Construction plans must be designed to avoid impacts to mature trees and shrubs that may contain nests to the greatest extent feasible.	Review and approve biologist-prepared report documenting findings of pre-construction survey. For fill sites, verify that the report has also been approved by Ventura County.	Before issuance of City grading permit	Once	Santa Paula Planning Department			
BIO-1(b) Buffers from Active Nests. If an active nest is located within the vicinity of construction activities, all work must be conducted at least 5 to 500 feet from the nest upon recommendation from CDFW until the young have fledged and the nest site is no longer in use as determined by a qualified biologist.	Review and approve biologist recommendations. For fill sites, verify that recommendations have also been approved by Ventura County. Monitor compliance during grading and construction.	Recommendation approval before issuance of City grading permit; field monitoring throughout grading and construction	Once for review of recommendations; field monitoring periodically	Santa Paula Planning Department for recommendation review; Ventura County for field monitoring of fill sites			



Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
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<p>BIO-1(c) Tree and Shrub Removal Limitations. Tree and shrub removal is limited to the non-breeding season (September 16 through February 14). Trees may be removed outside of this period upon the condition that, before removal, trees and shrubs must be inspected by a qualified biologist not more than two weeks prior to any scheduled tree trimming or removal.</p>	<p>Review and approve biologist-prepared report documenting findings of inspection and associated recommendations. For fill sites, verify that report and recommendations have also been approved by Ventura County.</p>	<p>Before issuance of City grading permit</p>	<p>Once</p>	<p>Santa Paula Planning Department</p>			
<p>BIO-1(d) California Gnatcatcher Protocol Surveys. Before tree and shrub removal in any of the fill sites between February 15 and September 15, protocol surveys for coastal California gnatcatcher must be completed by a qualified biologist, selected by the City, in accordance with Coastal California Gnatcatcher (<i>Poliptilia californica californica</i>) Present/Absence Survey Guidelines (USFWS 1997). If no coastal California gnatcatcher nests are located, no further mitigation is required. If an active coastal California gnatcatcher nest is located, a minimum avoidance buffer of 250 feet must be established around the nest. The avoidance buffer must be demarcated with bright orange construction fencing installed around the perimeter between the nest and active construction activities. The avoidance buffer must be in place until the qualified biologist has determined that the adults and offspring are no longer reliant on the nest site. No construction activities or personnel may enter the avoidance buffer without specific permission from the qualified</p>	<p>As necessary for fill sites, review and approve biologist-prepared report documenting findings of survey and any recommendations for avoidance. Verify that report and recommendations have also been approved by Ventura County. Field monitor throughout grading of fill sites.</p>	<p>Report review and approval before issuance of City grading permit; field monitoring throughout grading in fill sites</p>	<p>Once for report review; field monitoring at least weekly during grading</p>	<p>Santa Paula Planning Department for report review; Ventura County for field monitoring</p>			



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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
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biologist. The qualified biologist must monitor the avoidance buffers a minimum of once per week to ensure avoidance is observed and the nest is not affected by construction.							
<p>BIO-2(a) Agency Permits. The applicant shall obtain appropriate permits for fill of waters of the U.S. and state for the fill sites from the regulatory agencies prior to approval of the final grading plan by the County. Specific permits needed may include:</p> <ul style="list-style-type: none"> • Clean Water Act Section 404 permit from the ACOE; • Clean Water Act Section 401 certification from the Regional Water Quality Control Board, Los Angeles Region; and • Streambed Alteration Agreement with the California Department of Fish and Wildlife. <p>The applicant shall provide signed copies of such agreements and permits to the County, or a signed letter that no permits are required, before the issuance of a grading permit.</p>	As necessary for fill sites, verify that required permits/agreements have been obtained.	Before issuance of City grading permit	Once	Santa Paula Planning Department			
<p>BIO-2(b) Habitat Replacement. All acreage designated as waters of the United States that is lost as a result of project implementation must be replaced at a ratio of habitat created at a minimum of a 2:1 ratio, or as determined appropriate by CDFW. Mitigation must occur on-site or in an approved off-site location within the same watershed if feasible. The final mitigation acreage must be determined based on the as-built conditions of the fill sites following completion of all</p>	As necessary for fill sites, verify that a habitat replacement plan has been developed and approved by CDFW and Ventura County.	Before issuance of City grading permit	Once	Santa Paula Planning Department			



Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
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necessary deposition of fill. A mitigation plan must be approved by the Planning Director, or designee. All mitigation areas shall have a deed restriction, conservation easement, or some other method, in a form approved by the City Attorney, of ensuring that the restoration site is preserved in perpetuity.							
BIO-3(a) Daylight Construction. Construction activities are limited to daylight hours in order to reduce disturbance to nocturnally active species.	Field monitor during grading and construction.	Throughout grading and construction	Periodically	Santa Paula Planning Department for TM 5475			
BIO-3(b) Native Plants. Upon completion of construction activities, disturbed soils must be landscaped using native plant species. A qualified landscape architect must develop a landscaping plan that includes plant species native to the Adams Canyon vicinity. Disturbed areas must be landscaped with the goal of facilitating wildlife movement. All acreage mapped as coast prickly-pear series and California encelia series that is lost as a result of project implementation must be replaced in-kind through habitat creation at a minimum ratio of 1:1 (habitat created to habitat lost). The final calculation of mitigation acreage must be determined based on a comparison of pre-construction condition of the site and as-built conditions of the fill sites and haul roads following completion of deposition of fill. Mitigation must occur on-site or at an approved off-site location within an area containing similar physical, edaphic, and	Verify that an appropriate landscape plan and habitat replacement plan has been prepared and, as necessary for the fill sites, approved by Ventura County. Field verify compliance with the plan.	Plan review before issuance of City grading permit; field verification for a period of five years following planting.	Once for plan review; annually for field verification	Santa Paula Planning Department; Ventura County for fill sites			



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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
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<p>topographic conditions as those within the impact area. A habitat mitigation and monitoring plan must be approved by the Planning Director, or designee, and include, at a minimum: a description of the habitat impacted, the location where habitat will be created, a description of site preparation and maintenance activities (such as weed control, irrigation, and herbivory control), a schedule of planting and maintenance activities, a description and schedule of monitoring activities, a description of reporting requirements, and a definition of success criteria. Mitigation at off-site locations shall occur concurrent with ground disturbance activities. Mitigation on-site must commence immediately upon completion of ground disturbance activities. The plan must be implemented for a period of at least five years or until the success criteria have been met. All mitigation areas must have a deed restriction, conservation easement or some other means, in a form approved by the City Attorney, for protection in perpetuity, documentation of which must be filed with the lead agency before implementation of mitigation.</p>							
<p>BIO-3(c) Low-Light Design. The following low-light design features must be implemented adjacent to open space and wildlife corridor areas:</p> <ul style="list-style-type: none"> • Light poles cannot exceed 25 feet to reduce the glare and pooling of light into open space and corridor areas; • The number of lights used must be 	Review and approve final lighting plan to verify compliance.	Prior to issuance of City building permit	Once	Santa Paula Planning Department			



Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
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the minimum necessary for safety; and • Light elements must be recessed or hoods must be used to reduce glare impacts on open space and corridor areas.							
<p>BIO-4(a) Oak Woodland Avoidance and Replacement. Redesign the fill sites and associated access roads to avoid areas containing oak trees and oak woodlands to the greatest extent feasible.</p> <p>Mitigation for oak woodland habitat must occur at a ratio of 2 acres of oak woodland habitat preserved/planted for every acre of oak woodland habitat impacted. At least 50% of mitigation acreage for oak woodland habitat must consist of preservation of existing habitat at an approved off-site location. The off-site location should be proximal to the project site to reduce the overall loss of oak woodland habitat within the project vicinity. The remaining mitigation acreage may consist of planting new trees on-site or at an approved off-site location. Planting mitigation oak trees in the vicinity of existing oak woodland is encouraged. An oak woodland mitigation plan must be prepared by a certified arborist and include the same components as outlined in BIO-3(b) for the habitat mitigation and monitoring plan. The plan must be approved by the County before implementation. The oak woodland mitigation plan must be designed to replicate to the greatest extent feasible the overall habitat characteristics and species composition</p>	Review and approve oak woodland mitigation plan to verify compliance.	Before issuance of City grading permit	Once	Santa Paula Planning Department			



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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
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<p>as the oak woodland impacted by the proposed project. This includes planting appropriate understory and codominant plant species, and selecting sites with similar physical, edaphic, and topographic features as observed at the impact sites. The oak woodland mitigation plan shall be implemented for a period of at least seven years, or until the success criteria are met. A deed restriction or restrictive covenant, in a form approved by the City Attorney, must be recorded against all mitigation areas to protect the mitigation in perpetuity.</p> <p>Mitigation for individual oak trees not part of oak woodland habitat as defined in the California Public Resources Code must occur at a ratio of 2:1 (trees planted to trees impacted). Individual mitigation oak trees must be planted on-site or at an approved off-site location in such a manner as to provide similar habitat functions and values as the impacted tree currently provides. Individual mitigation oak tree plantings may be installed in conjunction with mitigation of oak woodland habitat. Mitigation requirements for individual oak trees must be included in the oak woodland mitigation plan described above. Individual mitigation oak trees must be subject to the same success criteria, mitigation timing, and protective restrictions as oak woodland mitigation acreage.</p>							
<p>BIO-4(b) Protected Tree Plan. Within 60 days of approval of a County grading permit, the applicant must submit for approval by the Ventura County</p>	<p>As necessary, verify that the County of Ventura has approved an applicant-prepared</p>	<p>Before issuance of a City building permit</p>	<p>Once</p>	<p>Santa Paula Planning Department</p>			



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Planning Director a Protected Tree Plan in compliance with Ordinance 3993 Sec. 8107-25 and the County's Tree Protection Guidelines regarding the removal, transplanting, or alteration of protected trees. Once approved, the Protected Tree Plan must be submitted to the City before approval of a grading permit. Tree replacement at the levels prescribed in the County's Tree Protection Guidelines (inch by inch based on the "cross-sectional area of the affected portions of the affected tree) is required for removal or alteration of existing trees. A Habitat Mitigation and Monitoring Plan must be developed by a qualified biologist for replacement trees and must include goals, methods, success criteria, and a minimum five-year monitoring schedule.	protected tree plan.						
BIO-5 Landscape Plan Review. The final landscape design plan, prepared by a qualified landscape architect, must be reviewed and approved by a City approved biologist such that project landscaping does not introduce invasive non-native plant species into the vicinity of the project site. The plan must be approved before installation of landscaping.	Review and approve a final landscape design plan.	Before issuance of a City grading permit	Once	Santa Paula Planning Department			
CULTURAL RESOURCES							
CR-2(a) Procedures for Discovery of Intact Cultural Resources. If unanticipated cultural resource remains are encountered during construction or land modification activities, the developer must follow the applicable procedures established by the Advisory Council on Historic Preservation concerning protection and preservation of Historic and Cultural Properties (36	As necessary, review and approve applicant-prepared assessment and mitigation plan for identified cultural resources.	As necessary, before re-commencement of grading work	As necessary	Santa Paula Planning Department			



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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
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C.F.R. §§ 800.1, et seq.). In this event, the developer/construction contractor must cease work until the nature, extent, and possible significance of any cultural remains can be assessed and, if necessary, remediated. Such assessment and remediation must be implemented by the developer and is subject to review and approval by the Planning Director before commencement with on-site construction/grading activities. If remediation is needed, possible techniques include removal, documentation, or avoidance of the resource, depending upon the nature of the find.							
CR-2(b) Human Remains. In the event of a discovery of human bones, suspected human bones, or a burial, during ground-disturbing activities, all excavation in the vicinity must halt immediately and the area of the find protected until a qualified archaeologist determines whether the bone is human. If the qualified archaeologist determines the bones are human, the Ventura County Coroner must be notified before additional disturbance occurs. The construction contractor must ensure that the remains and vicinity of the find are protected against further disturbance until the Coroner has made a finding with regard to Public Resources Code § 5097 procedures, in compliance with Health and Safety Code § 7050.5(b). If it is determined that the find is of Native American origin, the City will comply with the provisions of Public Resources Code § 5097.98 regarding identification and	As necessary, review and approve applicant-prepared assessment and mitigation plan for identified human remains and verify that the Coroner and MLD have been contacted as appropriate.	As necessary, before re-commencement of grading work	As necessary	Santa Paula Planning Department			



Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
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involvement of the Native American Most Likely Descendant (MLD).							
GEOLOGY AND SOILS							
GEO-1(a) Adherence to Current Building Codes. All structures and facilities must be designed and constructed to withstand the expected ground acceleration that may occur at the project site based on the California Building Code, as adopted by the SPMC. The calculated design base ground motion for the site must consider the soil type, potential for liquefaction, and the most current and applicable seismic attenuation methods available. All surface facilities and equipment must have suitable foundations and anchoring design, surface restraints, and moment-limiting supports to withstand seismically induced groundshaking.	Verify that final structure design conforms to applicable Building Code requirements.	Before issuance of City building permits	Once	Santa Paula Inspection Services Department			
GEO-1(b) Slope Stability. All proposed slope construction, roadways, and work pads must be properly engineered and filled in accordance with the California Building Code, as adopted by the SPMC, and custom and practice in the industry. This will include ensuring the following minimum criteria: <ul style="list-style-type: none"> • Slope Stability Factors of Safety for Static Conditions: 1.5 • Slope Stability Factors of Safety for Pseudostatic Conditions: 1.1 • Surficial Factor of Safety for all Proposed Slopes: 1.5 • Slope Stability Factors of Safety for Temporary Conditions: 1.25 to 1.5 depending on the importance and sensitivity of the building, improvements, and utilities. Longer 	Verify that the final grading plan conforms to applicable Building Code requirements.	Before issuance of City grading permit	Once	Santa Paula Public Works Department			



Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
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duration excavations may be required to have a high bound factor safety due to the increased risks (e.g. long-term strain response, increased seismic exposure, etc.).							
<p>GEO-2 Adherence to Geotechnical Report and Requirements. Unless demonstrated by a registered civil engineer, all existing uncertified fill and disturbed or compressible soils must be removed and replaced with compacted engineered fill to the appropriate elevations in areas where building pads, proposed location of structures, pavements, and utilities. All grading and construction shall be in accordance with California Building Code, as adopted by the SPMC, requirements and specifications. This includes, without limitation, the following:</p> <ul style="list-style-type: none"> All vegetation, soils containing substantial levels of organics, trash and construction debris on the property within the areas of development must be removed before grading operations. Any existing utility or subsurface draining systems must also be removed or abandoned. All existing fill soils must be removed during grading. Additionally, upper soils must be removed to a minimum of three to five feet below the bottom of proposed footings. Deeper removals may be necessary where heavy foundation loads are proposed. After vegetation and soil removal, exposed soil must be observed by a 	Verify that the final grading plan conforms to applicable Building Code and other specified requirements.	Before issuance of City grading permit	Once	Santa Paula Public Works Department			



Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
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<p>City-approved project geotechnical consultant to evaluate if additional removals are needed.</p> <ul style="list-style-type: none"> All areas to receive fill must be processed before placing fill. Processing consists of surface scarification to a minimum depth of 8 inches, moisture conditioning to slightly above the optimum moisture content, and re-compaction to a minimum of 90% of the maximum dry density (90% relative compaction). Optimum moisture content and maximum dry density must be determined per ASTM D 1557. On-site fill soils from must be free of all deleterious materials including trash, debris, organic matter, and rocks larger than 12 inches. Fill soils must be placed in thin uniform lifts, brought to slightly above the optimum moisture content, and compacted to a minimum of 90% relative compaction. If import fill is needed, sources of import fill must be approved by a City-approved project geotechnical consultant before transport of materials to the site. Temporary shallow excavations made in properly compacted fill or firm natural soils must stand with vertical sides. Vertical excavations deeper than four feet must be shored, or in place of shoring, temporary excavations less than ten feet in depth can be sloped at 1:¾(h):1(v) or flatter (Type C soils or per a Registered Civil Engineer). 							



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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
<ul style="list-style-type: none"> Backfill of all utility trenches within building, parking, and drive areas must be compacted to a minimum of 90% relative compaction. To the extent possible, sandier on-site soils must be used for backfilling trenches. Positive drainage must be provided away from structures and retaining walls during and after construction. Planters near a structure must be constructed so irrigation water will not saturate footing and slab subgrade soils. 							
<p>GEO-4(a) Adherence to Geotechnical Report and Requirements for Landslide Mitigation. The existing landslide must be removed in accordance with the requirements and specifications of the geotechnical report. A subsequent detailed geotechnical report and remedial grading plan is required during the rough grading design stage to address the specific requirements for removal and grading. This report and plans must be reviewed and approved by the Public Works Director, or designee. The report and plans must include, without limitation:</p> <ul style="list-style-type: none"> Temporary excavations and stability; Protection of offsite property; Stormwater management; Stockpiling; Haul roads; Benching; Subdrains; and, Compaction. 	Verify that the final geotechnical report and remedial grading plan addresses applicable requirements pertaining to remediation of the existing onsite landslide.	Before issuance of City grading permit	Once	Santa Paula Public Works Department			



Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
<p>GEO-4(b) Slope Stability Analysis Report. A Registered Civil Engineer and Certified Engineering Geologist, experienced in geotechnical slope stability, must perform a detailed geotechnical evaluation of all areas of proposed buildings, structures, and utilities adjacent to slopes to assess and verify that the areas onsite and on adjacent offsite properties have a suitable factor of safety. The report must present the necessary geologic mapping, aerial photography review, subsurface exploration, lab testing, geotechnical analysis, and recommendations for all mitigation measures. This report must be submitted to the Public Works Director, or designee, for review and approval and conform with City geotechnical requirements and custom and practice in the industry.</p>	<p>Verify that the final geotechnical report addresses applicable requirements pertaining to slope stability.</p>	<p>Before issuance of City grading permit</p>	<p>Once</p>	<p>Santa Paula Public Works Department</p>			
<p>GEO-5 Soils/Foundation Report Measures. A final geotechnical report must be prepared by a registered civil engineer and approved by the Public Works Director, or designee. The report must identify techniques to reduce the adverse effects of expansive soils effects on foundations, pavement, retaining walls, and utilities. To reduce the potential for foundation cracking, one or more of the following must be implemented as recommended by a City-approved geotechnical engineer:</p> <ol style="list-style-type: none"> 1. Use continuous deep footings (i.e., embedment depth of 18-27 inches) and concrete slabs on grade with increased steel reinforcement together with a pre-wetting and 	<p>Verify that the final geotechnical report and remedial grading plan addresses applicable requirements pertaining to expansive soils.</p>	<p>Before issuance of City grading permit</p>	<p>Once</p>	<p>Santa Paula Public Works Department</p>			



Tentative Map 5475
Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
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<p>long-term moisture control program within the active zone.</p> <p>2. Removal of the highly expansive material and replacement with non-expansive compacted import fill material.</p> <p>3. The use of specifically designed drilled pier and grade beam system incorporating a structural concrete slab on grade supported approximately 6 inches above the expansive soils.</p> <p>4. Chemical treatment with hydrated lime to reduce the expansion characteristics of the soils.</p> <p>5. Where necessary, construction on transitional lots shall include over excavation to expose firm sub-grade, use of post tension slabs in future structures, or other geologically acceptable methods.</p> <p>6. Soils must be properly compacted as specified by a registered civil engineer. The registered civil engineer should also specify the appropriate soil-water content relative to optimum, for expansive soil mitigation.</p> <p>7. Vapor barriers and capillary break must be used under slabs to reduce the potential for moisture transport and pumping that leads to moisture infiltration as a result of heat and moisture gradients where buildings are sensitive to moisture infiltration.</p> <p>8. Pipelines trench construction should be designed to prevent heave and lateral deflection with appropriate sand bedding, backfill, and compaction efforts.</p>							



Tentative Map 5475
Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
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9. Construct retaining walls to resist expansive pressures, in addition to the lateral loads associated with the backfill, as well as, proper drainage.							
HYDROLOGY AND WATER QUALITY							
<p>HYD-1 Stormwater Pollution Prevention Plan. Before the City issues a grading permit, the site developer must prepare a Stormwater Pollution Prevention Plan for the site for review and approval by the Public Works Director, or designee. The SWPPP must fully comply with RWQCB requirements and contain specific BMPs to be implemented during project construction to reduce erosion and sedimentation to the maximum extent practicable. At a minimum, the following BMPs must be included within the Plan:</p> <p><u>Pollutant Escape: Deterrence</u></p> <ul style="list-style-type: none"> Cover all storage areas, including soil piles, fuel and chemical depots. Protect from rain and wind with plastic sheets and temporary roofs. <p><u>Pollutant Containment Areas</u></p> <ul style="list-style-type: none"> Locate all construction related equipment and related processes that contain or generate pollutants (i.e., fuel, lubricant and solvents, cement dust and slurry) in isolated areas with proper protection from escape. Locate construction-related equipment and processes that contain or generate pollutants in secure areas, away from storm drains and gutters. Place construction-related 	Verify that an SWPPP with the required components has been prepared and field verify compliance with BMPs during construction.	Verify SWPPP preparation before issuance of City grading permit; field verify compliance throughout grading and construction	Once for SWPPP verification; periodically for field verification	Santa Paula Public Works Department			



Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
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<p>equipment and processes that contain or generate pollutants in bermed, plastic lined depressions to contain all materials within that site in the event of accidental release or spill.</p> <ul style="list-style-type: none"> • Park, fuel and clean all vehicles and equipment in one designated, contained area. <p><u>Pollutant Detainment Methods</u></p> <ul style="list-style-type: none"> • Protect downstream drainages from escaping pollutants by capturing materials carried in runoff and preventing transport from the site. Examples of detainment methods that retard movement of water and separate sediment and other contaminants are silt fences, hay bales, sand bags, berms, silt and debris basins. <p><u>Erosion Control</u></p> <ul style="list-style-type: none"> • Schedule project grading into phases that allow for erosion control of smaller areas rather than a single, large exposed site. Vegetation should only be removed when necessary and immediately before grading. • Conduct major excavation during dry months. These activities may be significantly limited during wet weather. • Utilize slope stabilizer, including natural fiber erosion control blankets of varying densities according to specific slope/site conditions. • Expedite the restoration of natural vegetative erosion control and 							



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Mitigation Monitoring and Reporting Program

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<p>reduce risk of slope failure by immediately re-vegetating and irrigating until first one inch of rain.</p> <ul style="list-style-type: none"> Reduce fugitive dust by wetting graded areas with adequate, yet conservative amount of water. Cease grading operations in high winds. <p><u>Recycling/Disposal</u></p> <ul style="list-style-type: none"> Develop a protocol for maintaining a clean site. This includes proper recycling of construction related materials and equipment fluids (i.e., concrete dust, cutting slurry, motor oil and lubricants). Provide disposal facilities. Develop a protocol for cleanup and disposal of small construction wastes (i.e., dry concrete). <p><u>Hazardous Materials Identification and Response</u></p> <ul style="list-style-type: none"> Develop a protocol for identifying risk operations and materials. Include protocol for identifying spilled materials source, distribution; fate and transport of spilled materials. Provide a protocol for proper clean up of equipment and construction materials, and disposal of spilled substances and associated cleanup materials. Provide an emergency response plan that includes contingencies for assembling response team and immediately notifying appropriate agencies. 							



Tentative Map 5475
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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
Scheduling <ul style="list-style-type: none"> Grading activities associated with landslide removal, and rear slope grading may occur only during dry months (between April and October), or during winter months with provisions specified by the City Engineer. 							
HYD 2(a) Final Drainage Plans. Before the City issues a grading permit, the developer must prepare a final drainage plan that includes detailed design and hydraulic analysis of the drainage facilities that capture and convey off-site runoff. These drainage facilities must meet applicable design requirements and capacities as determined by the Public Works Director, or designee. The final plans must be subject to review and approval by the Public Works Director, or designee.	Review and approve the final drainage plan to verify compliance with applicable requirements.	Before issuance of City grading permit	Once	Santa Paula Public Works Department			
HYD-2(b) Onsite Storm Water Detention Facility. Before the City issues a grading permit, the site developer must prepare a final hydrology and hydraulic study for the site as well as a design for an onsite detention system to attenuate the peak flow to the pre-existing condition. At a minimum, the detention basin must include the following within the design. <ul style="list-style-type: none"> Attenuation of the Peak Flow to Pre-Existing Conditions: Detention Adequately size the detention basin to attenuate the peak flow equal to or less than the pre-existing condition. Provide a low flow outlet to prevent standing water. Water must be 	Review and approve a final hydrology and hydraulic study to verify compliance with applicable requirements.	Before issuance of City grading permit	Once	Santa Paula Public Works Department			



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<p>required to drain within 48 hours of the last wet weather event.</p> <ul style="list-style-type: none"> An emergency overflow outlet must be provided should an unexpected storm event occur or the restricted outlet becomes clogged. Vehicle access to the basins must be provided to allow for routine maintenance. The basins must be designed in accordance with the County of Ventura requirements. 							
<p>HYD-2(c) Discharge. Discharge of peak surface water runoff from the project area must be directed in a manner that is non-erosive and in conformance with applicable regulatory agencies such as the Ventura County Watershed Protection District and the City of Santa Paula. The proposed outlet should consist of an engineered rip rap outlet or other equivalent dissipation method to ensure that outlet flows do not erode and damage the downstream properties.</p>	<p>Review and approve the final drainage plan to verify compliance with applicable requirements.</p>	<p>Before issuance of City grading permit</p>	<p>Once</p>	<p>Santa Paula Public Works Department</p>			
<p>HYD-3 Stormwater Management Plan. Before the City issues a grading permit, the developer must demonstrate that a Stormwater Management Plan satisfying the requirements of the SQUIMP has been developed and approved by the Public Works Director, or designee. At a minimum, the plan must include provisions for addressing the following areas of concern, as outlined in the SQUIMP.</p> <p><u>Minimization of Storm Water Pollutants of Concern</u> Source-control and treatment BMPs are needed to ensure that pollutants are removed to the maximum extent</p>	<p>Verify that a Stormwater Management Plan meeting applicable requirements has been prepared.</p>	<p>Verify Plan preparation before issuance of City grading permit</p>	<p>Once</p>	<p>Santa Paula Public Works Department</p>			



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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
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<p>practicable. At a minimum the Stormwater Management Plan must include:</p> <ul style="list-style-type: none"> • A program for the routine cleaning and maintenance of streets, parking lots, catch basins and storm drains, especially before the rainy season, to help reduce the level of gross pollutants being discharged from the plan area • Other BMPs incorporated in project design so as to minimize, to the maximum extent practicable, the introduction of pollutants of concern to receiving waters. In general, the use of infiltration-based BMPs are discouraged due to the presense of the remaining portions of the landslide that extend offsite. Therefore, BMPs may include, but are not limited to: <ul style="list-style-type: none"> ○ Directing rooftop runoff to bioswales and other landscpae based BMP; ○ Use of biofilters, including vegetated swales and strips; and ○ Storm water treatment wetlands <p><u>Informational Materials, including Storm Drain System Stenciling and Signage</u> The following informational materials must be provided:</p> <ul style="list-style-type: none"> • Educational flyers for each new building unit regarding toxic chemicals and alternatives for fertilizers, pesticides, cleaning solutions and automotive and paint 							



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<p>products (the flyers should also explain the proper disposal of household hazardous waste);</p> <ul style="list-style-type: none"> • Stenciling of all storm drains inlets and post signs along channels to discourage dumping by informing the public that water flows to the Santa Clara River; and, • Maintenance of the legibility of stencils and signs. <p><u>Ongoing BMP Maintenance</u> All permanent BMPs must be on City property or easements and maintained by a maintenance assessment district.</p> <p><u>Proper Design and Treatment of Runoff from Streets and Parking Areas</u> Streets and parking areas may accumulate oil, grease, and water insoluble hydrocarbons from vehicle drippings and engine system leaks. To minimize the potential impacts of parking lots, the following are required:</p> <ul style="list-style-type: none"> • Oil and petroleum hydrocarbons produced at plan area parking lot must be removed from runoff before entering the Santa Clara River. If a regional treatment facility is developed, then the runoff needs to enter the drain • The developer must ensure adequate operation and maintenance of treatment systems, particularly sludge and oil removal, and system fouling/plugging prevention control <p>Per the SQUIMP, structural or treatment control BMPs must meet the</p>							



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<p>following design standards:</p> <ul style="list-style-type: none"> • Volume based post-construction structural or treatment control BMPs must be designed to mitigate (infiltrate or treat) storm water runoff from one of the following design standards: <ul style="list-style-type: none"> a. The volume of annual runoff to achieve 80 percent volume capture (Ventura County Land Development Guidelines); b. The 85th percentile 24-hour runoff event; c. The volume of runoff produced from a 0.75-inch storm event; or d. The volume of runoff produced by a rainfall criterion that achieves the same reduction in pollutant loads as b. e. Based on the current EPA NURP (1983) studies, studies must be performed to achieve an 80 percent capture of potential pollutants (e.g., lead, copper, TSS, TKN, etc). • Flow-based post-construction structural or treatment control BMPs must be sized to handle the flow generated from either: <ul style="list-style-type: none"> a. 10% of the 50-year design flow rate; b. A flow that would result in treatment of the same portion of runoff as treated using volumetric standards above; c. A rain event equal to at least 0.2 inches per hour intensity; or 							



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d. A rain event equal to at least two times the 85 th percentile hourly rainfall intensity for Ventura County.							
NOISE							
N-1(a) Closed Engine Doors and Mufflers. Construction contractors must operate all diesel equipment with closed engine doors and be equipped with factory-recommended mufflers.	Review and approve construction specifications to verify inclusion of applicable requirements; field verify compliance.	Construction specification review before issuance of City grading permit; field verify compliance throughout grading and construction	Once for specification review; field monitor periodically during construction	Santa Paula Planning Department			
N-1(b) Electrical Power. Whenever feasible, construction contractors must use electrical power to run air compressors and similar power tools.	Review and approve construction specifications to verify inclusion of applicable requirements; field verify compliance.	Construction specification review before issuance of City grading permit; field verify compliance throughout grading and construction	Once for specification review; field monitor periodically during construction	Santa Paula Planning Department			
N-1(c) Sound Blankets. When feasible, construction contractors must use sound blankets on noise-generating equipment.	Review and approve construction specifications to verify inclusion of applicable requirements; field verify compliance.	Construction specification review before issuance of City grading permit; field verify compliance throughout grading and construction	Once for specification review; field monitor periodically during construction	Santa Paula Planning Department			



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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
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TRAFFIC AND CIRCULATION							
T-2 Traffic Signals. Install traffic signals at the State Route 126/Eastbound Ramps/Peck Road intersection. The City of Santa Paula has enacted a Traffic Impact Mitigation Ordinance to address the cumulative traffic and circulation needs. Pursuant to the requirements of this Ordinance, the project would be required to pay the prescribed fees to mitigate its' incremental cumulative impact.	Verify that the applicant has paid pro rata fees toward the cost of the needed improvements.	Before issuance of building permit	Once	Santa Paula Planning Department			
GROWTH INDUCEMENT							
GI-1 Infrastructure Extensions. Water and sewer infrastructure extensions that would serve the proposed project must be sized to meet only the demands of the project itself, not further development in the Adams Canyon Expansion Area. The proposed water and sewer line extensions must be reviewed by the Public Works Director, or designee and the Planning Director, or designee, as part of the proposed project review.	Review final infrastructure plans to verify compliance.	Before issuance of building permit	Once	Santa Paula Public Works Department			



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Exhibit B
Final EIR (Previously Distributed)

Attachment B
Resolution No. 6958 Approving a General Plan Amendment

RESOLUTION NO. 6958

A RESOLUTION APPROVING A GENERAL PLAN AMENDMENT FOR TENTATIVE MAP 5475 LOCATED AT FOOTHILL AND PECK ROADS PROJECT NO. 2005-CDP-04

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

SECTION 1. *Recitals.* The City Council finds and declares that:

- A. On June 27, 2005, Del Investment Fund No. 9 Ltd, (Applicant) filed an application for a General Plan Amendment, Annexation, Rezoning/Zone Change, Specific Plan, Development Agreement, Tentative Map, and Growth Management Allocations in order to allow a 79-lot single-family hillside residential subdivision on an existing vacant undeveloped 32.5 acre lot. (the Project);
- B. The Project consists of the following:
 1. The City initiation of proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code §§56000, *et seq.*, the "Act") for a reorganization (annexation) that would concurrently annex territory to the City and detach this territory from the Ventura County Resource Conservation District, the Ventura County Fire Protection District, and County Service Areas Nos. 32 and 33;
 2. A General Plan Amendment, including without limitation, revisions to the Land Use Element;
 3. The project would include rezoning all of the project area including, without limitation, 32.5 acres as the Foothill/Peck Tract Map (TM 5475) Specific Plan (designated as "SP-1" by the Santa Paula Municipal Code ["SPMC"]) to permit up to 79 single family residential homes;
 4. A Zoning Map amendment;
 5. A Tentative Map (Tentative Map No. 5475);
 6. Development Agreement
- C. The Project was reviewed by City's Planning Department for, in part, consistency with the General Plan and conformity with the Santa Paula Municipal Code;
- D. The City Planning Department reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA"), the regulations promulgated there under (14 Cal. Code of Regulations §§15000, *et seq.*, the "CEQA Guidelines"), and the City's Environmental Guidelines

("Santa Paula Guidelines"; CEQA, CEQA Guidelines and Santa Paula Guidelines collectively referred to as "CEQA Regulations");

- E. The Planning Department completed its review and scheduled a public hearing regarding the application before this Commission for November 16, 2015;
- F. On November 16, 2015 the City Council opened a public hearing to receive public testimony and other evidence regarding the application including without limitation, information provided to the Council by the Applicant;
- G. This Resolution, 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 administrative record that is too voluminous to reference. .

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

- A. The Applicant is requesting approval to allow a 79-lot single-family hillside residential subdivision on an existing vacant undeveloped 32.5 acre lot. The project area is legally described as APN 097-0-020-085.
- B. An adjacent two acre parcel legally described as APN 097-0-020-070 is included with the project as part of the Annexation request; however no new development is proposed on this parcel.
- C. A 14-acre portion of a 132 acre parcel directly north and adjacent to the project site legally described as APN 038-0-090-295 is also included with the project as part of the Annexation request. This 14-acre portion will be graded for slope stabilization purposes.
- D. The project area is located outside of the City limits and is contiguous with the current city limit boundary. The property has a General Plan land use designation of Adams Canyon Expansion Area and is currently zoned Ventura County Agricultural Exclusive – 40 acres (AE-40). The area for the proposed development is currently vacant undeveloped hillside.
- E. The property is bounded by Foothill Road on the south and Peck Road the east. Hillside residential uses abut the project site on the east. Orchards and open space hillside area are adjacent land uses on the north, west, and south.
- F. The project site is located in the Adams Canyon Expansion Area. The Santa Paula General Plan intends for Expansion Areas to accommodate new urban growth and development.

SECTION 3: Conclusions. The City Council makes the following conclusions:

- A. The establishment of a new single family residential subdivision is not expected to have a negative impact on surrounding properties or the general neighborhood because the project will be required to comply with all applicable codes and development standards.
- B. The proposed use at the particular location is necessary or desirable to provide a service or facility which will contribute to the general convenience or welfare of the neighborhood or community because the project will contribute to the City housing stock by developing the current site into a hillside residential neighborhood, provide road infrastructure improvements to Foothill Road, provide retention facilities to reduce flood threats, and provide for the annexation of land that is within the City's Sphere of Influence and CURB and that is contiguous to the existing City boundaries. The project is also compatible with the existing, surrounding and planned land uses within the vicinity.
- C. The characteristics of the project are not unreasonable or incompatible with the types of uses in the surrounding area, such as other residential uses located adjacent to the project site. Any potential health and safety impacts have been addressed by requiring the applicant to comply with local and state regulations.
- D. The proposed use will not 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 because the project is a reasonable use on the property and will be compatible with nearby land uses.

SECTION 4: Environmental Review. This Resolution incorporates by reference the findings, analysis, and recommendations set forth in City Council Resolution No. 6957 which certifies the FEIR for the Project proposed by the Applicant.

SECTION 5: General Plan Consistency. In accordance with SPMC §16.212.050, the City Council finds the Project would conform to the City's General Plan, as shown in attached Exhibit "A", which is incorporated by reference, as follows: *General Plan Amendment Findings*. Pursuant to SPMC §16.212.050, the Planning Commission makes the following findings:

- A. The proposed amendment is in the public interest and there will be a community benefit resulting from the amendment because the project will contribute to the City housing stock by developing the current site into a hillside residential neighborhood, provide road infrastructure improvements to Foothill Road, provide retention facilities to reduce flood threats, and provide for the annexation of land that is within the City's Sphere of Influence and CURB and that is contiguous to the existing City boundaries.

- B. The proposed amendment is consistent with the other goals, policies, and objectives of the General Plan because it promotes the following: Creates new dwelling units within an expansion area and in compliance with the Growth Management Ordinance (Population 1.b.b.), Provides for orderly urban expansion (Urban Expansion 4.10), Provides for the annexation of land that is within the City's Sphere of Influence and CURB and that is contiguous to the existing City boundaries (Urban Expansion 4.c.c. and 4.d.d), Provides a fiscal impact analysis showing that project is an overall financial benefit for the City (Urban Expansion 4.i.i and 4.j.j.), Provides a Specific Plan for the proposed annexation (Urban Expansion 4.k.k.), Subdivision provides a modified grid pattern of streets and park areas (Urban Form and Design 5(a) and 5(c)), Project pays for its costs of needed utility services (Infrastructure 8.b.b.) and Provides development consistent with the Development Standards established for the Adams Canyon Expansion Area (Urban Expansion 39).
- C. The proposed amendment does not conflict with provisions of the Development Code because the Project provides a Specific Plan that was developed as a tool for the systematic implementation of the Santa Paula General Plan. The Specific Plan establishes a link between implementing policies of the General Plan and the individual development proposal. The Specific Plan was developed by analyzing various components of the Santa Paula Municipal Code and various other policies and regulations.
- D. The proposed amendment is a change to the land use policy map and the amendment will not adversely affect surrounding properties because the Project allows a single-family hillside residential subdivision similar in density, design, and quality compared to the adjoining existing residential neighborhood to the east. Furthermore, the amendment is consistent with the goals, policies, and objectives described in the General Plan by promoting residential growth within an area designated for such use.
- E. The amendment does not require voter approval in accordance with either General Plan Section III (F) or Section III (G) because the project is not located within a SOAR designated area and the project area is less than 81 acres.

SECTION 6: Approval. The City Council amends the General Plan as follows:

1. Modify Figure LU-5 as well as land use text for Adams Canyon Expansion Area as set forth in attached Exhibit "A", which is incorporated by reference.
2. Add a new Figure LU-5C detailing the land uses and densities for the Foothill and Peck Roads Tentative Map 5475 Specific Plan as set forth in attached Exhibit "B", which is incorporated by reference

3. Modify Land Use Element text which details the Foothill and Peck Roads Tentative Map 5475 land uses as set forth in attached Exhibit "C", which is incorporated by reference.

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

SECTION 8: *Limitations.* The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations of analysis of the project is lack of knowledge of future events. In all instances, best efforts were made to form accurate assumptions.

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 particular finding is not based in part on that fact.

SECTION 10: *Effectiveness.* This Resolution will take effect immediately upon adoption. This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 11: *Notice.* The City Clerk is directed to mail a copy of this Resolution to the Applicant and to any other person requesting a copy.

PASSED AND ADOPTED this 16th day of November, 2015.

John T. Procter
Mayor

ATTEST:

Judith Rice, City Clerk

APPROVED AS TO FORM:

John C. Cotti, City Attorney

APPROVED AS TO CONTENT:

Jaime M. Fontes, City Manager

Exhibit A
Revised LU-5, Land Use Plan Map

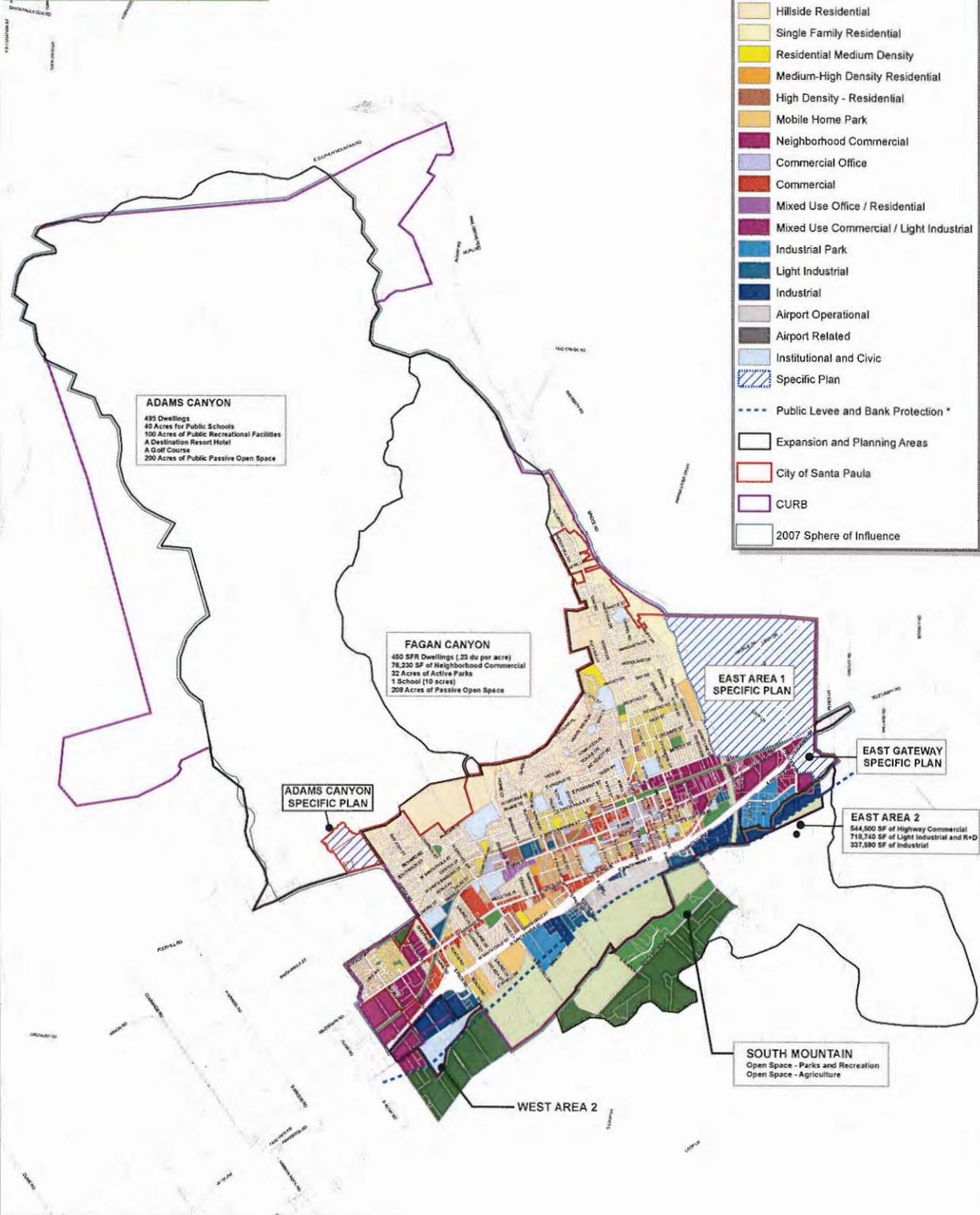


General Plan Map Land Use Plan and Expansion Areas

Legend

General Plan

- Open Space - Passive and Golf Course
- Agriculture
- Open Space - Parks and Recreation
- Residential Canyon
- Hillside Residential
- Single Family Residential
- Residential Medium Density
- Medium-High Density Residential
- High Density - Residential
- Mobile Home Park
- Neighborhood Commercial
- Commercial Office
- Commercial
- Mixed Use Office / Residential
- Mixed Use Commercial / Light Industrial
- Industrial Park
- Light Industrial
- Industrial
- Airport Operational
- Airport Related
- Institutional and Civic
- Specific Plan
- Public Levee and Bank Protection *
- Expansion and Planning Areas
- City of Santa Paula
- CURB
- 2007 Sphere of Influence



*1998 Data, Pending revision by FEMA

Where the Sphere of Influence line is the same as the actual City Limit, it is drawn slightly offset of the City Limit line for graphic clarity.

The information displayed on this map is intended for general reference purposes only, and is not warranted for completeness or accuracy. Please contact City Planning Department for official map.

1. Approved by City Council on April 13, 1998.
2. Amended through Ordinance No. 6351, 10/16/06.
3. Revised 12/10/07, converted to GIS by the County of Ventura, IT Services.
4. Revised 12/18/08, through City Council Resolution No. 6459.
5. Revised 9/20/10, through City Council Resolution No. 6700.
6. Revised 1/8/12, through City Council Resolution No. 6821.
7. Revised 2/13/14 through City Council Resolution No. 6822.

Exhibit A
 Revised LU-5, Land Use Plan Map



Exhibit B

LU-5C, TENTATIVE MAP 5475 SPECIFIC PLAN LAND USE PLAN



Legend

-  Roadway - Public Right of Way
-  Single Family Residential (74 lots)
-  Park and Open Spaces
-  Institutional - Civic
-  Detention Basin
-  Property Boundary



Land Use Data

A. GROSS AREA	32.30 AC
DEVELOP:	24.01 / 25.8 AC = 8.27 AC/AC
B. NET AREA	
AREA	32.30 AC
MINIMUM GREEN	1.00 AC = PLANNED = 3.00 AC
MINIMUM PARK/OPEN	1.00 AC = 1.00 AC
NET AREA:	17.30 AC
C. LOT AREA	
1 - 20	APPROX. 1000 SQ FT (0.023 AC)
2 - 5	APPROX. 2000 SQ FT (0.046 AC)
6 - 10	APPROX. 4000 SQ FT (0.092 AC)
11 - 15	APPROX. 6000 SQ FT (0.138 AC)
16 - 20	APPROX. 8000 SQ FT (0.184 AC)
21 - 25	APPROX. 10000 SQ FT (0.230 AC)
26 - 30	APPROX. 12000 SQ FT (0.276 AC)
31 - 35	APPROX. 14000 SQ FT (0.322 AC)
36 - 40	APPROX. 16000 SQ FT (0.368 AC)
41 - 45	APPROX. 18000 SQ FT (0.414 AC)
46 - 50	APPROX. 20000 SQ FT (0.460 AC)
51 - 55	APPROX. 22000 SQ FT (0.506 AC)
56 - 60	APPROX. 24000 SQ FT (0.552 AC)
61 - 65	APPROX. 26000 SQ FT (0.598 AC)
66 - 70	APPROX. 28000 SQ FT (0.644 AC)
71 - 75	APPROX. 30000 SQ FT (0.690 AC)
76 - 80	APPROX. 32000 SQ FT (0.736 AC)
81 - 85	APPROX. 34000 SQ FT (0.782 AC)
86 - 90	APPROX. 36000 SQ FT (0.828 AC)
91 - 95	APPROX. 38000 SQ FT (0.874 AC)
96 - 100	APPROX. 40000 SQ FT (0.920 AC)

Foothill/Peck (Tentative Map 5475) Land Use Plan

Figure LU-5c

Exhibit B
 LU-5c, Tentative Map 5475, Specific Land Use Plan

EXHIBIT C
LAND USE ELEMENT TEXT CHANGES

<p>Foothill/Peck (Tentative Tract Map 5475) Specific Plan (SP-1)</p>	<p>North of Foothill Road, west of Peck Road.</p>	<p>Residential Master Planned Development which will include:</p> <p>RESIDENTIAL USES: 79 single-family residences (SFR)</p> <p>OPEN SPACE/PARKLAND: 5 acres open space</p> <p>PUBLIC INFRASTRUCTURE: Water, wastewater, roadways, and parkways.</p>
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Attachment C
Ordinance No. 1258 Adopting a Development Agreement

ORDINANCE NO. 1258

**AN ORDINANCE ADOPTING A DEVELOPMENT AGREEMENT FOR
TENTATIVE MAP 5475 PURSUANT TO GOVERNMENT CODE §§ 65864,
ET SEQ**

PROJECT NO. 2005-CDP-04

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

SECTION 1. *Recitals*. The City Council finds and declares that:

- A. On June 27, 2005, Del Investment Fund No. 9 Ltd, (Applicant) filed an application for a General Plan Amendment, Annexation, Rezoning/Zone Change, Specific Plan, Development Agreement, Tentative Map, and Growth Management Allocations in order to allow a 79-lot single-family hillside residential subdivision on an existing vacant undeveloped 32.5 acre lot. (the Project);
- B. The Project consists of the following:
 - 1. The City initiation of proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code §§56000, *et seq.*, the "Act") for a reorganization (annexation) that would concurrently annex territory to the City and detach this territory from the Ventura County Resource Conservation District, the Ventura County Fire Protection District, and County Service Areas Nos. 32 and 33;
 - 2. A General Plan Amendment, including without limitation, revisions to the Land Use Element;
 - 3. The project would include rezoning all of the project area including, without limitation, 32.5 acres as the Foothill/Peck Tract Map (TM 5475) Specific Plan (designated as "SP-1" by the Santa Paula Municipal Code ["SPMC"]) to permit up to 79 single family residential homes;
 - 4. A Zoning Map amendment;
 - 5. A Tentative Map (Tentative Map No. 5475);
 - 6. Development Agreement
- C. The Project was reviewed by City's Planning Department for, in part, consistency with the General Plan and conformity with the Santa Paula Municipal Code;
- D. The City Planning Department reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA"), the regulations promulgated there under (14 Cal. Code of Regulations

§§15000, *et seq.*, the "CEQA Guidelines"), and the City's Environmental Guidelines ("Santa Paula Guidelines"; CEQA, CEQA Guidelines and Santa Paula Guidelines collectively referred to as "CEQA Regulations");

- E. The Planning Department completed its review and scheduled a public hearing regarding the application before this Council for November 16, 2015;
- F. On November 16, 2015 the City Council opened a public hearing to receive public testimony and other evidence regarding the application including without limitation, information provided to the Council by the Applicant;
- G. This Resolution, 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 administrative record that is too voluminous to reference. .

SECTION 2: Environmental Review. This Resolution incorporates by reference the findings, analysis, and recommendations set forth in City Council Resolution No. 6957 which certifies the FEIR for the Project proposed by the Applicant including, without limitation, the Development Agreement contemplated by this Ordinance. Resolution No. 6957 also reflects the City Council findings made that, where feasible, mitigation measures are imposed and modifications incorporated into the Project, which avoid or substantially lessen all significant adverse environmental impacts.

SECTION 3: Development Agreement Findings. Pursuant to SPMC §16.234.060, the City Council makes the following findings:

- A. The proposed Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan because it promotes the following: Creates new dwelling units within an expansion area and in compliance with the Growth Management Ordinance (Population 1.b.b.), Provides for orderly urban expansion (Urban Expansion 4.10), Provides for the annexation of land that is within the City's Sphere of Influence and CURB and that is contiguous to the existing City boundaries (Urban Expansion 4.c.c. and 4.d.d), Provides a fiscal impact analysis showing that project is an overall financial benefit for the City (Urban Expansion 4.i.i and 4.j.j.), Provides a Specific Plan for the proposed annexation (Urban Expansion 4.k.k.), Subdivision provides a modified grid pattern of streets and park areas (Urban Form and Design 5(a) and 5(c)), Project pays for its costs of needed utility services (Infrastructure 8.b.b.) and Provides development consistent with the Development Standards established for the Adams Canyon Expansion Area (Urban Expansion 39).
- B. The proposed Agreement is compatible with the uses authorized in, and the regulations prescribed for, the zone in which the property is located because the development provides for new residential use within the Adams Canyon Expansion

Area which is designated for such use and is consistent with the voter approved Measure A which authorized approximately 80 new homes within the project area.

- C. The proposed Agreement will promote public convenience, general welfare, and good land use practice because it will allow for orderly development, preserve property values in the surrounding area, and encourage the development of the proposed project. The Project provides the infrastructure required by the relevant policies and implementation measures in the General Plan. Implementation of the Foothill/Peck (Tentative Map 5475) Specific Plan will result in indirect community benefit through a net increase in City revenues.
- D. The proposed Agreement will not adversely affect the orderly development of property or preservation of property values because the project will contribute to the City housing stock by developing the current site into a hillside residential neighborhood, provide road infrastructure improvements to Foothill Road, provide retention facilities to reduce flood threats, and provide for the annexation of land that is within the City's Sphere of Influence and CURB that is contiguous to the existing City boundaries.
- E. The proposed Agreement will promote and encourage the development of the proposed project because the Agreement allows for the phasing of improvements which is necessary due to the complexity of the project and the amount of grading required needed to prepare the site for development. The Agreement outlines the applicable development impact fees required for the project.

SECTION 4: Incorporation of Development Agreement; Changes.

- A. In accordance with Government Code §§ 65864, et seq. and SPMC Chapter 16.234, this Ordinance approves the Development Agreement between the City and the Del Investment Fund No. 9 Ltd., A California Limited Partnership (the "Applicant"), entitled Tentative Map Number 5475, A.K.A. The Anderson Project" in substantially the form attached as Exhibit A, and incorporated into this Ordinance by reference.
- B. The Development Agreement may be changed before the execution as authorized by the City Council during the public hearings for the Project.
- C. The Development Agreement may be changed before execution for minor clarifications and technical, clerical corrections as approved by the City Attorney including, without limitation, completion of references, status of planning approvals, and completion and conformity of all exhibits to the Development Agreement.

SECTION 5: Authorization. The City Council authorizes the Mayor to execute the Development Agreement on the City's behalf. The City Manager, or designee, is

authorized to execute amendments or operative memoranda as permitted by the Development Agreement, in a form approved by the City Attorney. :

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

SECTION 7: 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 8: 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 9: This Ordinance will become effective on the 31st day following its passage and adoption.

PASSED AND ADOPTED this 16th day of November, 2015.

John T. Procter
Mayor

ATTEST:

Judith Rice, City Clerk

APPROVED AS TO FORM:

John C. Cotti, City Attorney

APPROVED AS TO CONTENT:

Jaime M. Fontes, City Manager

Exhibit A
Development Agreement

**RECORDING REQUESTED BY
CITY OF SANTA PAULA**

(Exempt from Recording Fees
Pursuant to Government Code
§ 27383 - Benefits City)

AND WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF SANTA PAULA

SPACE ABOVE THIS LINE FOR RECORDERS USE

**DEVELOPMENT AGREEMENT BY AND BETWEEN THE
CITY OF SANTA PAULA AND**

DEL INVESTMENT FUND NO. 9 LTD., A CALIFORNIA LIMITED PARTNERSHIP
(type of partnership to be verified)

RELATIVE TO THE DEVELOPMENT KNOWN AS

TENTATIVE MAP NUMBER 5475, A.K.A. "THE ANDERSON PROJECT"

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2015 (the "Effective Date"), by and between Del Investment Fund No. 9 Ltd (verify)., a California limited partnership (verify)("Developer"), and the CITY OF SANTA PAULA, a municipal corporation ("City"), pursuant to the authority of sections 65864 through 65869.5 of the Government Code of the State of California.

RECITALS:

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted §§ 65864, *et seq.*, of the California Government Code (the "Development Agreement Statute").

B. The Development Agreement Statute authorizes the City to enter into a property development agreement with any person having a legal or equitable interest in real property for the development of such real property in order to establish certain development rights in the real property.

C. This Agreement is voluntarily entered into in consideration of the benefits to and the rights and obligations of the parties on the basis of the facts cited herein, understanding and intentions of the parties and in reliance upon the various representations and warranties contained herein.

D. Developer is a Limited Partnership organized under the laws of the State of California and is in good standing thereunder.

E. Developer owns in fee that certain parcel of land near the intersection of North Peck Road and Foothill Road in unincorporated Ventura County (the "Project Site"). The Project Site is specifically described in the attached Exhibit "A" and depicted on the attached Exhibit "B". The Project Site is located in unincorporated Ventura County and consists of a total of approximately 32.5 acres of land.

F. On June 3, 2003, the voters of Santa Paula adopted the "32.5 Acre Peck/Foothill Road Parcel Initiative", to amend the City Urban Restriction Boundary (CURB) line adopted by the voters of the City of Santa Paula on November 7, 2000, in an initiative called Measure I. Consequently, the Project Site is within both the City's Urban Restriction Boundary and the Adams Canyon Expansion Area.

G. Developer intends to develop the Project Site as a residential subdivision involving the development of detached, hillside lots with graded pad sizes sufficient to accommodate construction of not more than 79 one- and two-story, single family dwelling units (the "Project"). As proposed, the Project will also involve the construction of an active use public park, passive use park areas, and perimeter and internal drainage systems. Should the City Council approve this Agreement and the associated development approvals listed in paragraph "H." below, the City will within a reasonable time apply to the Ventura County Local Agency Formation Commission ("LAFCo") for annexation of the Project Site, the adjacent two-acre parcel southwest of the Project Site and the adjacent segment of Foothill Road to the City of Santa Paula.

H. In addition to the approval of this Agreement and in order to accommodate the Project and ensure the successful annexation of the Project Site, Developer requests and the Project requires, among other things, the concurrent discretionary approval of a General Plan Amendment to amend the General Plan land use designation and to update related figures and tables, a Zone Change to establish the Project Site's zoning, a Specific Plan governing the type, design, location and intensity of uses within the Project Site and a Tentative Map (collectively identified as City of Santa Paula Project No. 2005-CDP-04 ("Project No. 2005-CDP-04"). The City must also review and consider the environmental impacts associated with the Project through certification of the City of Santa Paula Tentative Map 5475 Final Environmental Impact Report, dated July, 2014.

I. Developer seeks to comply with conditions of approval and develop the

Project Site in accordance with the land use policies and goals set forth in the General Plan and the Specific Plan and with the terms and conditions of the Development Approvals (as defined in Section 3.07) and this Agreement.

J. Developer now contemplates not to apply for density increases for the Project, and the City now contemplates not to revise the maximum density and dwelling unit totals established by the Specific Plan for the Project for the term of this Agreement, thus ensuring that appropriate facilities and services are planned and implemented.

K. Pursuant to Section 65865 of the Development Agreement Statute, a City may establish procedures and requirements for the consideration of development agreements. The City, by adopting Municipal Code Section 16.234 ("City Enacting Ordinance") adopted such procedures and requirements and the parties hereto desire to enter into such a development agreement pursuant thereto.

L. The Application for this Agreement was considered by the City at duly noticed public hearings in accordance with the Development Agreement Statute and the City Enacting Ordinance.

M. For the reasons recited herein, the City has determined that the Project is a development for which this Agreement is appropriate under the Development Agreement Statute and City Enacting Ordinance.

N. This Agreement will eliminate uncertainty in planning for and securing orderly development of the Project Site, assure progressive installation of necessary improvements, provide public services appropriate to each stage of development of the Project Site, ensure attainment of the maximum effective utilization of resources within the City at the least economic cost to its citizens, and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted.

O. The Project will provide benefits to the City including desirable and much needed housing, provide road and infrastructure improvements on Foothill Road, a privately maintained public park, open space and pedestrian trails, oversized detention basins to reduce flooding along Peck Road, and stabilization of an existing and naturally unstable hillside along a heavily traveled stretch of Foothill Road.

P. In exchange for the benefits to the City, contained herein, the City has taken or will take all actions required so that Developer may begin and consummate development of the Project, including the approval, adoption or issuance of necessary development permits, and the future ministerial approval of building plans and ministerial issuance of final maps, appropriate building permits, lot line adjustments, and other necessary or desired approvals and entitlements which are consistent with the development of the Project (collectively, the "Ministerial Approvals").

Q. In exchange for the benefits to City, Developer desires to receive the assurance that it may proceed with the Project in accordance with the existing land use ordinances (as defined below), subject to the terms and conditions contained in this Agreement and to secure the benefits afforded Developer by Government Code Sections 65864, *et. seq.*

R. It is the intent of this Agreement to grant Developer a vested right to develop the Project on the Project Site, in accordance with the development approvals referred to in Recital paragraph H (Project No. 2005-CDP-04) and to protect Developer, during the term of this Agreement from changes in government laws, rules or regulations that would adversely impact the development of the Project.

S. It is the intent of the parties that all acts referred to in this Agreement must be accomplished in such a way as to fully comply with CEQA, the Development Agreement Statute, the City Enacting Ordinance and the Development Approvals.

T. The terms of this Agreement support the vital and best interests of the City by ensuring the development of the Project which will provide additional sales tax revenue for the City.

U. The City has an expressed interest in ensuring the provisions of regional and community level infrastructure, and in pursuing the use of development agreements as a method whereby a level of assurance can be achieved concerning the service demands within planned communities so that long-range plans for needed infrastructure can be developed and implemented.

V. This Agreement is made and entered into in consideration of the mutual covenants and in reliance upon the various representations and warranties contained herein. The parties acknowledge that, in reliance on the agreements, representations and warranties contained herein, Developer will take certain actions, including making substantial investments and expenditures of monies, relative to the Project Site and the development thereof.

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Legislation, and in consideration of the mutual covenants and promises of the parties herein contained, the parties agree as follows:

AGREEMENT:

SECTION 1. GENERAL ACKNOWLEDGMENTS.

The parties acknowledge that: (a) the City, which will be amending its General Plan, has entered into this Agreement pursuant to the Development Agreement Statute and its police power in order to address public health and safety and general welfare

concerns including those relating to the amount, density, intensity and timing of development within the Subject Property and the need for public facilities and infrastructure in connection with the Subject Property and other property in the area; (b) there is a certain authority under the police power to address public health and safety concerns that cannot be legally relinquished or restricted by this Agreement and that such authority is intended to be reserved and hereby is reserved to City hereunder, provided that to the extent possible such reserved authority must be construed as to provide Developer with the assurances intended by this Agreement; and (c) nothing herein must be construed to limit or restrict the exercise by the City of its power of eminent domain.

SECTION 2. GENERAL PROVISIONS.

2.01 The Subject Property Description. The real property that is the subject of this Agreement is specifically and legally described in the attached Exhibit "A" and depicted on the attached Exhibit "B," both of which are incorporated and made a part hereof.

2.02 Location of Project Site. The Project Site is located in unincorporated Ventura County and consists of a total of approximately 32.5 acres. Within a reasonable time after approval of this Agreement and the Development Approvals listed in paragraph "H" above, the City will apply to LAFCo for annexation of the Project Site, the adjacent two-acre parcel southwest of the Project Site and the adjacent segment of Foothill Road to the City of Santa Paula.

2.03 Effective Date. This Agreement has been entered into by the parties as of the date first above-written, and is effective as of such date ("Effective Date"); provided, however, that if a referendum election is duly and lawfully held on the Enacting Ordinance (as defined in Section 3.10) and said Ordinance is disapproved, this Agreement will be null and void as of the date of the final declaration by the City Council of the disapproval by the referendum election of the Enacting Ordinance. Not later than ten (10) business days after the Execution Date, the City Clerk must cause this agreement to be recorded in the Official Records of Ventura County.

2.04 Term. The term of this Agreement will commence upon the Effective Date and extend for a period of twenty five (25) years thereafter, unless said term is otherwise terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the parties. The City and Developer agree that the term of this Agreement is necessary in order to permit the orderly and planned development of the Project.

2.05 Expiration of Term. Following the expiration of said term, this Agreement is deemed terminated and of no further force and effect without the need of further documentation from the parties hereto.

2.06 Time is of the essence. Time is of the essence of this Agreement and of each and every term and condition hereof.

2.07 Enforceability of Agreement. City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement is enforceable by either party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, the Existing Rules (as defined in Section 4.05) or any other land use ordinances or building ordinances, resolutions or ordinances or other regulations adopted by the City which changes, alters or amends the Existing Rules applicable to the development of the Project Site at the time of the approval of this Agreement as provided by Government Code §§ 65866 and 65867.5. This Agreement does not prevent City from denying or conditionally approving any subsequent development project application by a third party not a successor-in-interest hereto on the basis of such existing or new rules, regulations and policies.

2.08 Further Assurances. Each party must execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

2.09 Singular and Plural; Gender. As used herein, and except where the context requires otherwise, the singular of any word includes the plural and vice versa, and pronouns inferring the masculine gender includes the feminine gender and vice versa.

2.10 Covenants Run With The Land. All of the terms, provisions, covenants and obligations contained in this Agreement are binding upon the parties and their respective heirs, successors, and assigns, and all other persons or entities acquiring all or any portion of the Subject Property, or any interest therein, whether by operation of law or in any manner whatsoever, and the rights thereof inure to the benefit of such parties and their respective heirs, successors and assigns.

2.11 Enforcement of Covenants. All of the provisions of this Agreement are enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including without limitation, Section 1468 of the Civil Code of the State of California.

2.12 Constructive Notice. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Project or the Subject Property is and will be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project or the Subject Property.

SECTION 3. DEFINITIONS.

Reference in this Agreement to any of the following terms has the meaning set forth below for each such term.

3.01 Approvals. Any and all permits or approvals of any kind or character required under the terms of this Agreement to develop the Subject Property in the manner as described herein.

3.02 Building Ordinances. Those building standards, of general application and not imposed solely with respect to the Subject Property, in effect from time to time that govern building and construction standards, including, without limitation, the City's building, plumbing, electrical, mechanical, grading, swimming pool, sign, and fire codes.

3.03 CEQA. CEQA means the California Environmental Quality Act, California Public Resources Code section 21000, *et seq.*, and the State CEQA Guidelines, (California Code of Regulations, title 14, section 15000, *et seq.*), as each is amended from time to time.

3.04 City. City of Santa Paula, County of Ventura, State of California.

3.05 Development. The subdivision and improvement of the Subject Property for purposes of constructing the structures, improvements and facilities comprising the Project including, without limitation: grading, the construction and installation of infrastructure and public facilities related to the Project whether located within or outside the Subject Property; the construction of structures and building; and the installation of landscaping; but not including the maintenance, repair, reconstruction or redevelopment of any structures, improvements or facilities after the construction and completion thereof.

3.06 Development Agreement Statute. Sections 65864 through 65869.5 of the California Government Code as it exists on the Effective Date.

3.07 Development Approval(s). Site-specific permits and other entitlements to use of every kind and nature approved or granted by the City in connection with the Development including, without limitation: General Plan Amendment, Zoning Amendment, Specific Plan approval, subdivision approvals (including tentative maps, vesting tentative maps, final maps, parcel maps and map waivers), development permits, building and occupancy permits.

3.08 Development Fees. All City adopted fees and monetary exactions that are designed to pay for new or expanded public facilities needed to serve, or to mitigate the adverse effects of, a given development project and that are imposed by the City as a condition of approval of discretionary or ministerial permits for, or in connection with

the implementation of, that development project. The term "Development Fees" does not include processing fees and charges as described in this Agreement. The term "Development Fees" also does not include requirements that development be served by a public utility even if that public utility imposes a capital improvement fee or similar charge as a condition of providing service. All development fees must be deposited in a separate capital facilities account or fund in a manner to avoid any commingling of the fees with other revenues and funds of the local agency, and expend those fees solely for the purpose for which the fee was collected, pursuant to California Government Code Section 66006.

3.09 Director. Director of Community Development Department of the City of Santa Paula.

3.10 Enacting Ordinance. Ordinance No. 1258 enacted by the City Council on _____, 2015, approving this Agreement.

3.11 Exactions. All exactions, in-lieu fees or payments, dedication or reservation requirements, obligations for on-site or off-site improvements, construction requirements for public improvements, facilities, or services called in connection with the development of or construction on the Subject Property, whether such requirements constitute subdivision improvements, mitigation measures in connection with environmental review of any project, or impositions made under any applicable ordinance or in order to make a project approval consistent with the Santa Paula General Plan.

3.12 Execution Date. The date which all parties' signatures appear on this Agreement.

3.12 Existing Land Use Ordinances. The Land Use Ordinances in effect as of the Effective Date of this Agreement.

3.13. Existing Rules. The Land Use Ordinances in force on the Effective Date of this Agreement.

3.13. General Plan. The Santa Paula General Plan as duly adopted by the City Council as of the Effective Date.

3.14 Grading. The project grading, which will consist of removal of excess material on the site, remedial grading to address slope stability, then rough and fine grading, which is typical of a hillside residential tract project. These grading phases are defined as follows:

(a) The excess material, per the Project Description in the EIR, currently estimated to be approximately 700,000 cubic yards, would go to two fill areas in southern Adams Canyon. This is defined as "*Advanced Grading*". If prior to the

placement of fill in Adams, there is another approved project that would like to remove some of this excess material and haul it to another site, then an Advanced Grading permit would be obtained from either the County or City (depending on timing of annexation). Also, placement of fill in Adams would require a County permit by the Project unless the Adams Canyon project resumes and obtains a permit for import of fill. Depending on where the material is taken, it is not yet known if the Advanced Grading would be limited to the 32 acres or would also include the 14 acres north of the site. There may be multiple Advanced Grading permits if there are multiple other applicants, and then a separate permit by the Project to place fill if there is any residual material.

(b) Once the excess material has been removed, there will be grading to address the stability issues addressed in the geotechnical report, defined as "Remedial Grading". This work will be both onsite and offsite (14 acres north and contiguous with the Project). The Remedial Grading will, by opportunity, accomplish some, but not all of the "Rough Grading".

(c) Upon completion of the Remedial Grading, the project will have a phase defined as "Rough Grading" that will shape the land to close to its final form and likely include the installation of the detention basins and rough house pads. A "Rough Grading certification" would be required by the City.

(d) Likely concurrent with home construction and placement of the streets, the final grading phase, defined as "*Fine Grading*" or "*Final Grading*" will occur. This work includes minor adjustments to the site to ensure drainage away from each house and towards all the drainage devices. A "Final Grading certification" would be required by the City.

3.15 Land Use Ordinances. The ordinances, resolutions, codes, rules, regulations and official policies of City, governing the development of the Subject Property, including without limitation, the permitted uses of land, the density and intensity of use of land, exactions, and the timing of development, all as applicable to the development of the Subject Property. Specifically, but without limiting the generality of the foregoing, Land Use Ordinances include the City's General Plan, the Specific Plan, the Development Plan, the City's Municipal Code and the City's Subdivision Code. The term Land Use Ordinances does not include Regulations relating to the following: the conduct of business, professions and occupations generally; taxes and assessments; the control and abatement of nuisances; encroachment and other permits and the conveyances of rights and interests that provide for the use of or entry upon public property; and any exercise of the power of eminent domain.

3.16 Ministerial Approvals. Those required actions that, in exchange for the benefits to the City, contained herein, that the City has taken or will take so that Developer may begin and consummate development of the Project, including the

approval, adoption or issuance of necessary development permits, and the future ministerial approval of building plans and ministerial issuance of final maps, appropriate building permits, lot line adjustments, and other necessary or desired approvals and entitlements which are consistent with the development of the Project.

3.17 Persons. As used herein, any reference to or use of the word “person” means, in addition to a natural person, any governmental entity and any partnership, corporation, joint venture or any other form of business entity.

3.16 Project. The residential development and associated amenities, and on-site and off-site improvements, contemplated by or embodied within the Development Approvals to be constructed on the Subject Property (“Project No. 2005-CDP-04”), as the same may hereafter be further refined, enhanced or modified pursuant to the provisions of this Agreement.

3.17 Regulations. Constitutions, statutes, City ordinances, and codes, City resolutions and official policies of the City.

3.18 Subject Property. That real property that is specifically and legally described in the attached Exhibit “A” and depicted on the attached Exhibit “B,” both of which are incorporated and made a part hereof. As used in this Agreement, the terms “Subject Property” and “Project Site” have the same meaning.

3.19 Certain Other Terms. Certain other terms have the meanings set forth for such terms in this Agreement.

SECTION 4. GENERAL DEVELOPMENT OF THE PROPERTY.

4.01 Project. The Project is defined and described in the City of Santa Paula Tentative Map 5475 Final Environmental Impact Report, dated July, 2014, and the Development Approvals, as defined in Section 3.16, above. Not in limitation of the foregoing, the Project includes up to 79 residential units, approximately 3 acres active use public park, approximately 5.25 acres of open space areas and internal drainage system improvements.

4.02 General Development. Any development of the Project on the Project Site must be conducted in accordance with the terms and conditions of this Agreement and the Development Approvals.

4.03 Permitted Uses. The permitted uses of the Project Site, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes and location of public improvements, and other terms and conditions of development applicable to the Project Site must be those set forth in this Agreement, the City of Santa Paula Tentative Map

5475 Final Environmental Impact Report, dated July, 2014, and the Development Approvals, subject to the conditions of approval imposed on the approval of City of Santa Paula Project No. 2005-CDP-04 as of the Effective Date of this Agreement. The City is bound with respect to the uses permitted by this Agreement, and as set forth in the Development Approvals, insofar as this Agreement and the Development Approvals so provide or as otherwise set forth in the Existing Land Use Ordinances and the Existing Rules.

4.04 Future Approvals. The City hereby agrees that land uses set forth in the Development Approvals are approved or will be approved pursuant to the terms of this Agreement, provided that Developer satisfactorily complies with all preliminary procedures, actions, payments and criteria applicable as of the Effective Date of this Agreement and generally required of developers by the City for processing applications for developments at such time. City agrees to grant and implement the necessary land use, zoning, site plan or subdivision approvals and to grant other approvals and permits, including the Ministerial Approvals, that will accomplish or facilitate development of the Project Site for the uses and to the density or intensity of development described and shown in the Development Approvals and/or this Agreement pursuant to those rules, regulation policies and conditions in force on the Effective Date of this Agreement.

4.05 Applicable Rules, Regulations and Official Policies. Except as otherwise provided in this Agreement, the rules, regulations, official policies and conditions of approval governing the permitted uses of the Project Site, the density or intensity of use, and the design, improvement, construction, building and occupancy standards and specifications applicable to the Project and the Project Site shall be those in force on the Effective Date of this Agreement ("Existing Rules"). The City shall have the right to impose reasonable conditions in connection with such subsequent discretionary permit actions which are not deemed Ministerial Approvals, but such conditions and actions must not prevent development of the Project as contemplated by this Agreement and the Development Approvals, or place unduly burdensome or restrictive measures on Developer in connection with the development of the Project.

4.06 Amendment to Applicable Ordinances. In the event the City's Municipal Code is amended by the City in a manner which provides more favorable site development standards than those in effect as of the Effective Date, Developer shall have the right to notify City in writing of its desire to be subject to the new standards for the remaining term of this Agreement. If City agrees, by resolution of the City Council or by action of a City official whom the City Council may designate, such new standards shall become applicable to the Subject property. Should City thereafter amend such new standards, upon the effective date of such amendment, the new standards shall have no further application to the Subject Property, but Developer may notify City and City may agree by resolution to apply such amended new standards to the Property. Should City fail or refuse to agree to apply the amended new standards to the Project, then the standards applicable to the Project as of the Effective Date shall once again

apply.

4.07 Application of New Rules, Regulations and Policies. This Agreement must not prevent City in subsequent actions applicable to the Subject Property from applying new rules, regulations and policies which do not conflict with those rules, regulations, and policies applicable to the Subject Property as set forth herein; nor must this Agreement prevent City from denying or conditionally approving any subsequent development project application on the basis of such existing or new rules, regulations, and policies.

4.09 Approval of Subsequent Tentative and Final Maps. Although the Existing Land Use Ordinances must determine the standards for granting or withholding approval of Tentative, Vesting Tentative and Final Tract Maps and vesting Tentative and Tentative Final Parcel Maps, the procedures for processing approval of all such Maps must be governed by such ordinances and regulations as may then be applicable.

4.10 Changes in State and Federal Rules and Regulations. Nothing in this Agreement shall preclude the application to the development of the Subject Property of changes in the City's laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in state or federal laws or regulations as provided in Government Code Section 65869.5.

4.11 Processing Fees. This Agreement must not be construed to limit the authority of the City to charge processing fees for land use approvals, building permits or other similar permits or entitlements which are in force and effect on a City-wide basis at the time application is made for such permits or entitlements.

4.12 Dedication of Water Rights. The amount of water rights to be dedicated to the City shall be calculated as set forth in Santa Paula Municipal Code section 52.021.C (as existing at the Effective Date of this Agreement). Water rights required to be conveyed pursuant to Santa Paula Municipal Code section 52.021.C may be conveyed to the City in phases. Prior to the issuance of any permit authorizing grading operations (as defined in Section 3.14, above), water rights shall be dedicated in an amount necessary to satisfy water requirements for compaction, dust control, irrigation and similar requirements related to those grading operations, as determined by the City Engineer. Prior to the issuance of building permits, Developer shall convey all remaining water rights required to be conveyed pursuant to Santa Paula Municipal Code section 52.021.C.

4.13 Reimbursement for Public Improvements. Developer has applied to City for fee credits in the categories of (i) parkland, (ii) traffic impact, (iii) storm drain facilities, and (iv) water distribution facilities, as reimbursement to the extent the cost to Developer of public improvements to be constructed or contributed by Developer, that exceed the improvements required just to serve the needs of the Project or that provide

benefits primarily to the City, or other portions of the City, rather than to the Project. Upon the City's determination of an entitlement to fee credits, if any, Developer shall be reimbursed for such public improvements upon Developer's submission of the cost information and final Improvement Plan required to establish the amount of fee credit reimbursement, to which Developer is entitled in accordance with City's Existing Rules. Should the construction of additional public improvements be required during the construction, Developer may make application for fee credits related to those public improvements.

SECTION 5. PERIODIC REVIEW.

City must conduct a review of this Agreement as set forth in the following subsections.

5.01 Annual Review. City must review the extent of good faith compliance by Developer with the terms of this Agreement at least once every 12-month period from the Effective Date of this Agreement.

5.02 Procedure. Such annual review must be conducted in accordance with the City's duly adopted Development Agreement Procedures.

5.03 Notice. City must notify Developer in writing of the date of review at least thirty (30) days prior thereto.

5.04 Good-faith Compliance. During each annual review, Developer is required to demonstrate good faith compliance with the terms of this Agreement.

5.05 Production of Documents and Other Evidence. Developer agrees to furnish such reasonable evidence and adequate documentation of good faith compliance as the City, in the exercise of its reasonable discretion, may require.

5.06 Cost of Annual Review. The costs incurred by City in connection with the annual review must be borne by Developer. The costs are estimated to be \$1,000 at the time of execution of this Agreement, and shall not exceed this estimate.

5.07 Curative. Should City neglect to conduct any required annual review, such neglect shall not in any way affect the validity or effectiveness of this Agreement, but within a reasonable time after the discovery of such neglect, City shall give notice to Developer and conduct the review in accordance with this Section 5.

SECTION 6. OBLIGATIONS OF AND CONTRIBUTIONS BY DEVELOPER.

6.01 Contributions. In consideration of City entering into this Agreement, Developer has agreed to comply with the applicable provisions of the Development

Approvals in developing the Project and to perform certain obligations and provide certain contributions set forth therein, which City acknowledges will have an overall benefit to the public and surrounding area, including without limitation: (i) providing desirable and much needed housing; (ii) providing road and infrastructure improvements on Foothill Road (iii) permanent private maintenance of dedicated public park; (iv) construction of public storm water detention basins; and (v) stabilization of an existing and naturally unstable hillside along a heavily traveled stretch of Foothill Road.

6.02 Nexus/Reasonable Relationship Challenges. The Developer consents to, and waives any rights it may have now or in the future to challenge the legal validity of, the conditions, requirements, policies or programs required by the Existing Rules or this Agreement including, without limitation, any claim that they constitute an abuse of the police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax.

6.03 Cooperation By Developer. Developer will, in a timely manner, provide City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder, and cause Developer's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents therefore.

6.04 Other Governmental Permits. Developer must apply in a timely manner for such other permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Subject Property as may be required for the development of, or provision of services to, the Project.

6.05 Reimbursement for City's Efforts on Behalf of Developer. To the extent that City, on behalf of Developer, attempts to enter into binding agreements with other entities in order to assure the availability of certain permits and approvals or services necessary for development of the Project as described in this Agreement, Developer must reimburse City for all costs and expenses incurred in connection with seeking and entering into any such agreement, provided that City has given prior written notice to Developer of City's intent to seek and Developer has given City written direction to seek each such agreement. Any fees, assessments or other amounts payable by City pursuant to any such agreement described herein must be borne by Developer, provided that City has given prior written notice to Developer of City's intent to enter into each such agreement, together with a complete copy of the agreement and Developer has given City written direction to enter into the agreement.

6.06 City's Efforts to Defend and/or Enforce Multi Agency Agreements. Developer must defend City in any challenge by any person to any such agreement that the Developer has authorized the City to enter into, and must reimburse City for any costs and expenses incurred by City in enforcing any such agreement.

SECTION 7. OBLIGATIONS OF CITY.

In consideration of Developer entering into this Agreement, City has agreed to the following with respect to the development of the Project Site:

7.01 Processing. Upon satisfactory completion by Developer of all required preliminary actions and payments of appropriate processing fees, if any, City must promptly commence and diligently proceed to complete all required steps necessary for the implementation of this Agreement and the development by Developer of the Project Site in accordance with the Development Approvals, including, without limitation, the following:

- (a) the holding of all required public hearings;
- (b) the processing and approval of all Ministerial Approvals and related matters as necessary for the completion of the development of the Project. In this regard, Developer will, in a timely manner, provide City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder as required by the Existing Rules and must cause Developer's planners, engineers and all other consultants to submit in a reasonable time all required materials and documents therefore as required by the Existing Rules; and
- (c) the processing of applications for fee credits, as provided in Section 4.13 above, and the timely grant of those fee credits for which Developer qualifies under the Existing Rules pertaining to the award of fee credits.

7.02 Standard of Review. The rules, regulations and policies that apply to any Ministerial Approvals which must be secured before the construction of any portion of the Project must be the Existing Rules. Any Ministerial Approval, including without limitation a building permit, must be approved by the City within a reasonable period of time after application is made therefore.

7.03 Contract Services. If requested by Developer, at Developer's expense, City must obtain outside contractual services as necessary to ensure prompt processing of all development approvals.

SECTION 8. AMENDMENTS.

8.01 Amendment by Mutual Consent. This Agreement may be amended from time to time by mutual consent of the original parties or their successors in interest, with City's costs payable by amendment applicants, in accordance with the provisions of Government Code Section 65867 and 65868 and provided that: (i) any amendment to this Agreement which does not relate to the term, permitted uses, density or intensity of

use, height or size of buildings, provisions for reservation and dedication of land, conditions, terms, restrictions and requirements relating to subsequent discretionary actions, monetary contributions by Developer or any conditions or covenants relating to the use of the Subject Property, shall not require notice or public hearing before the parties may execute an amendment hereto; and (ii) any other amendment of this Agreement must follow the City's adopted procedures and requirements for the consideration of development agreements.

8.02 Amendment Exemptions. No amendment of the City's land use regulations, including, without limitation, an amendment to the General Plan and zoning ordinances, that does not affect Developer's right to develop the Project on the Subject Property in accordance with the Development Approvals, pursuant to this Agreement, including, without limitation, Section 4 of this Agreement shall require an amendment to this Agreement. Instead, any such amendment shall be deemed to be incorporated into this Agreement at the time that such amendment is approved.

8.03 Amendment of Development Permits. Upon the written request of Developer, the Development Approvals may from time to time be amended or modified in the manner set forth in this Agreement and applicable State and City laws.

SECTION 9. TRANSFERS AND ASSIGNMENTS.

9.01 City's Intent. Developer has demonstrated, and the City finds that Developer possesses, the experience, reputation and financial resources to develop and maintain the Subject Property in the manner contemplated by this Agreement. It is because of such qualifications, which assure the development of the Subject Property to a high quality standard contemplated by the General Plan that the City is entering into this Agreement. Accordingly, restrictions on the right of Developer to assign or transfer the rights and privileges contained in this Agreement are necessary in order to assure the achievement of the objectives of the City's General Plan and this Agreement.

9.02 Developer's Right to Assign or Transfer. Developer shall have the right to transfer all or any portion of its interest in, and rights and obligations under, this Agreement to any person acquiring an interest or estate in all or any portion of the Project Site (any such portion, a "Transfer Property"), including, without limitation, purchasers or ground lessees of such Transfer Property (a "Transferee"). Any such transfer shall, to the extent set forth in this Section 9, relieve the transferring party (a "Transferor") of any and all rights and obligations under this Agreement insofar as they pertain to the Transfer Property.

9.03 Transfers to Third Persons In General. In connection with any transfer by a Transferor of all or any portion of the Project Site (other than a transfer or assignment to a "Non-Assuming Transferee" as described in Section 9.05 or a "Mortgagee" as defined in Section 9.11), the Transferor and the Transferee must enter

into a binding Assignment and Assumption Agreement acknowledging the Transferee's obligations hereunder. Developer shall remain liable for all obligations and requirements under this Agreement after the effective date of the Transfer as to the Transferred Property only to the same extent that Developer must retain liability under the terms of this Agreement and as set forth in the Assignment and Assumption Agreement.

9.04 City Review of Transfer.

(a) A Transferor has the right, but not the obligation, to seek City's consent to those provisions of any Transfer Agreement purporting to release such Transferor from any obligations arising under this Agreement (the "Release Provisions"). If a Transferor fails to seek City's consent or City fails to consent to any of such Release Provisions, then such Transferor may nevertheless transfer to the Transferee any and all rights and obligations of such Transferor arising under this Agreement (as described in Sections 9.02 and 9.03 above) but, with respect to City, is not released from those obligations described in the Release Provision to which City did not consent. If City consents to any Release Provisions, then (i) the Transferor is free from any and all obligations accruing on or after the date of any transfer with respect to those obligations described in such Release Provisions and (ii) no default hereunder by Transferee with respect to any obligations from which the Transferor was released can be attributed to the Transferor nor may such Transferor's rights hereunder be canceled or diminished in any way by any such default.

(b) City will review and consider promptly and in good faith any request by a Transferor for City's consent to any Release Provisions. City's consent to any such Release Provisions may be withheld only if, in light of the proposed Transferee's reputation and financial resources, such Transferee would not in City's reasonable opinion be able to perform the obligations proposed to be assumed by such Transferee. In no event will City's consent to any Release Provisions unreasonably be delayed, conditioned, or withheld.

9.05 Non-Assuming Transferees. Except as otherwise required by Developer in Developer's sole discretion, the burdens, obligations and duties of Developer under this Agreement terminate with respect to, and neither a Transfer Agreement nor City's consent is required in connection with, (i) any individual single-family residence (and its associated lot) that has received a final inspection approval or certificate of occupancy, as applicable, and been conveyed to a third party or (ii) any property that has been established as a separate legal parcel for office, commercial, industrial, school or other nonresidential uses (other than property to be dedicated to the City or some financing or management entity such as a geological hazard abatement district, community facilities district or similar mechanism). The transferee in such a transaction and its successors ("Non-Assuming Transferees") are deemed to have no obligations under this Agreement, but continue to benefit from the vested rights provided by this Agreement

for the duration of the term of this Agreement. Nothing in this section exempts any property transferred to a Non-Assuming Transferee from payment of applicable fees and assessments or compliance with applicable conditions of approval.

9.06 Restriction on Assignment Does Not Constitute an Unreasonable Restraint on Alienation. Developer agrees that the restriction on its right to assign any of its rights or interests under this Agreement is not repugnant or unreasonable in that such a restriction is a material inducement to the City to enter into this Agreement since the restriction reserves for the City the power to prevent the assignment of any of the rights and obligations hereunder to an unreliable developer.

9.07 Restriction on Assignment Must Not Prevent Developer From Conveying the Subject Property. The parties agree that the restriction on assignment without consent is limited solely to those certain vested rights created under this Agreement and such restriction shall not affect Developer's right to convey the Subject Property itself.

9.08 Change in Management and Control Constituting an Assignment. The management control and responsibility of Developer and the expertise, competence, and financial strength of Developer are integral components of the consideration for City entering into this Agreement. In order to preserve such consideration for City and for City to receive full value, the parties hereto agree that the occurrence of any of the following events constitute, for purposes of this provision, an assignment:

(i) A change in the composition of ownership interests in and control of Developer, the result of which diminishes the ownership interest of the persons who owned Developer at the Effective Date to less than twenty percent (20%).

(ii) A change in the composition of ownership interests in and control of the Subject Property (other than a Transfer under Sections 9.02 to 9.05, inclusive) such that Developer's equity in the Subject Property is reduced to less than fifty-one percent (51%).

9.09 Notice of Proposed Assignment. In advance of the proposed assignment, Developer must provide City notice and obtain City's consent, which cannot be unreasonably withheld. Developer must provide City with adequate evidence that the proposed assignee is qualified using the standards and conditions described in this Section, and ability to comply with these standards and conditions will be the test of reasonableness.

9.10 Conditions and Standards. The conditions and standards referred to above are as follows:

(a) Such assignee possesses the experience, reputation and financial resources to cause the Subject Property to be developed and maintained in the manner contemplated by the City's General Plan and this Agreement;

(b) Such assignee agrees to enter into a written assumption agreement, in form and content satisfactory to the City Attorney, expressly assuming and agreeing to be bound by the provisions of this Agreement;

(c) Such assignment will not impair the ability of City to achieve the objectives of its general Plan in accordance with this Agreement;

(d) Good cause exists for Developer to make such assignment. For purposes of this subsection, good cause shall include but is not limited to such causes as business reorganizations, financing arrangements for the development of the Subject Property, and exigent circumstances creating the need to generate capital to offset material business losses.

9.11 Financing Exemption. Mortgages, deeds of trust, sales and lease-backs, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Subject Property are permitted without the consent of the City, provided the City receives prior notice of such financing (including the name and address of the lender and the person or entities acquiring any such secured interest) and Developer retains the legal and equitable interest in the Subject Property and remains fully responsible hereunder. The words "mortgage" and "deed of trust," as used herein, include all other appropriate modes of financing real estate acquisition, construction and land development.

9.12 Notice of Assignment. Upon receiving City's approval of a proposed assignment, Developer must provide City with written notice of such assignment. As part of such notice the assignee must execute and deliver to City the Assignment and Assumption Agreement required by Section 9.03, above, in which the name and address of the assignee is set forth and the assignee expressly and unconditionally assumes the obligations of all the provisions set forth in the Agreement.

9.13 Unapproved Assignments. If City reasonably makes the determination not to consent to the assignment or transfer of the rights and privileges contained in this Agreement, and Developer conveys the Subject Property to a third party, in whole or in part, Developer shall remain liable and responsible for all of the duties and obligations of this Agreement.

9.14 Notice of Sale of Subject Property. Developer must give written notice to the City, within ten (10) days after close of escrow, of any sale or transfer of any portion of the Subject Property, specifying the name or names of the purchaser[What about lessees?], the purchaser's mailing address, the amount and location of the land

sold or transferred, and the name and address of a single person or entity to whom any notice relating to this Agreement must be given.

9.15 Time; Procedure for Responding to Request for Consent to Assignment. City shall respond by written notice to each request by a Transferor for City's consent to Release Provisions under Section 9.04, or of a notice of proposed assignment under Section 9.09, whichever is applicable, within 35 business days of City's receipt of such request or notice. City's failure to respond within the 35 business day period shall be deemed City's consent to the Release Provisions or the assignment, as applicable. Should City determine that the evidence provided by Transferor under Section 9.04(b), or Section 9.09, as applicable, is incomplete, then in City's notice, given within the 35 business day period, City shall specify in detail the additional evidence reasonably required to enable City to determine whether to consent to the Release Provisions, or approve the assignment, as applicable. Should Transferor or assignor provide the additional evidence that City reasonably requires, then City shall give notice of its determination whether to consent to the Release Provisions or the assignment within 35 business days of City's receipt of the additional evidence, and City's failure to give notice within that period shall be deemed City's consent to the Release Provisions or approval of the assignment, as applicable.

SECTION 10. DELAYS IN PERFORMANCE.

10.01 Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, Developer and City shall be excused from performance of their obligations hereunder during any period of delay caused by acts of God or civil commotion, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party, or restrictions imposed or mandated by governmental or quasi-governmental entities, enactment of conflicting provisions of the Constitution or laws of the United States of America or the State of California or any codes, statutes, regulations or executive mandates promulgated thereunder.

10.02 Third Party Actions. Any court action or proceeding brought by any third party to challenge this Agreement, or any other permit or approval required from City or any other governmental entity for development or construction of all or any portion of the Project, whether or not Developer is a party to or real party in interest in such action or proceeding, shall constitute a Permitted Delay under this Section.

SECTION 11. DEFAULT.

11.01 Events of Default. Subject to the Section regarding Permitted Delays, the failure or unreasonable delay by either party to perform any material term or

provision of this Agreement for a period of thirty (30) days after the dispatch of a written notice of default from the other party shall constitute a default under this Agreement. If the nature of the alleged default is such that it cannot reasonably be cured within such 30-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

11.02 Notice of Default. Any Notice of Default given hereunder must specify in detail the nature of the alleged Event of Default and the manner in which such Event of Default may be satisfactorily cured in accordance with the terms and conditions of this Agreement.

11.03 Cure Period. During the time periods herein specified for cure of an Event of Default, the party charged therewith must not be considered to be in default for purposes of termination of this Agreement, institution of legal proceedings with respect thereto, or issuance of any building permit with respect to the Project.

11.04 General Default Remedies. After notice and expiration of the cure period without cure, the non-defaulting party shall have such rights and remedies against the defaulting party as it may have at law or in equity, including, without limitation, the right to terminate this Agreement pursuant to Government Code Section 65868 or seek mandamus, specific performance, injunctive or declaratory relief.

11.05 Remedies Cumulative. Any rights or remedies available to non-defaulting party under this Agreement and any other rights or remedies that such party may have at law or in equity upon a default by the other party under this Agreement shall be distinct, separate and cumulative rights and remedies available to such non-defaulting party and none of such rights or remedies, whether or not exercised by the non-defaulting party, must be deemed to exclude any other rights or remedies available to the non-defaulting party. The non-defaulting party may, in its discretion, exercise any and all of its rights and remedies, at once or in succession, at such time or times as the non-defaulting party considers appropriate.

11.06 Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy a default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, or enforce by specific performance the obligations and rights of the parties hereto.

11.07 No Damages Relief Against City. The parties acknowledge that City would not have entered into this Agreement had it been exposed to damage claims from Developer for any breach thereof. As such, the parties agree that in no event shall Developer be entitled to recover damages against City for breach of this Agreement, unless City's breach of this Agreement is determined to be arbitrary and willful.

11.08 Developer Default. No building permit must be issued or building permit

application accepted for any structure on the Subject Property after Developer is determined by City to be in default of the terms and conditions of this Agreement, and until such default thereafter is cured by the Developer or is waived by City. This prohibition shall not apply to the whole Subject Property, as to a default by a Transferee regarding a Transfer Property as to obligations from which Developer has been released pursuant to Section 9 of this Agreement. In the case of such default by a Transferee, this prohibition shall apply only to the Transfer Property.

11.09 Waiver. All waivers must be in writing to be effective or binding upon the waiving party, and no waiver must be implied from any omission by a party to take any action with respect to such Event of Default. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party must not constitute waiver of such party's right to demand strict compliance by such other party in the future.

11.10 Scope of Waiver. No express written waiver of any Event of Default must affect any other Event of Default, or cover any other period of time specified in such express waiver.

11.11 Attorneys' Fees. Should legal action be brought by either party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office must be based on comparable fees of private attorneys practicing in Ventura County.

11.12 Venue. The provisions of Section 14 of this Agreement shall govern venue.

SECTION 12. TERMINATION.

12.01 Effect of Termination. Upon termination of this Agreement, the rights, duties and obligations of the parties hereunder must, subject to the following provisions, cease as of the date of such termination.

12.02 Termination for Individual Lots. This Agreement will terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement, without the execution or recordation of any further document, when a certificate of occupancy has been issued for the building(s) on the lot.

12.03 Termination by City. If City terminates this Agreement because of Developer's default, then City retains any and all benefits, including money or land received by City hereunder.

SECTION 13. RELATIONSHIP OF PARTIES.

13.01 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project Site is a separately undertaken private development.

13.02 Independent Contractors. The parties agree that the Project is a private development and that neither party is acting as the agent of the other in any respect hereunder.

13.03 No Joint Venture or Partnership. City and Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith must be construed as making City and Developer joint venturers or partners.

13.04 No Third Party Beneficiaries. The only parties to this Agreement are Developer and City. There are no third party beneficiaries and this Agreement is not intended, and must not be construed, to benefit, or be enforceable by any other person whatsoever.

13.05 Ambiguities or Uncertainties. The parties hereto have mutually negotiated the terms and conditions of this Development Agreement and this has resulted in a product of the joint drafting efforts of both parties. Neither party is solely or independently responsible for the preparation or form of this agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of either party.

SECTION 14. APPLICABLE LAW.

This Agreement must be construed and enforced in accordance with the laws of the State of California. Exclusive venue for any action arising from this Agreement will be in Superior Court for Ventura County, or where appropriate, in the United States District Court, Central District of California.

SECTION 15. SUPERSESION OF SUBSEQUENT LAWS OF JUDICIAL ACTION.

The provisions of this Agreement must, to the extent feasible, be modified or suspended as may be necessary to comply with any new law or decision issued by a court of competent jurisdiction, enacted or made after the effective date which prevents or precludes compliance with one or more provisions of this Agreement. Immediately after enactment of any such new law, or issuance of such decision, the parties must meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement.

SECTION 16. COOPERATION IN THE EVENT OF LEGAL CHALLENGE.

In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision of this Agreement or the Development Approvals, should any be obtained, the parties hereby agree to cooperate in defending said action or proceeding.

SECTION 17. HOLD HARMLESS AGREEMENT.

Developer hereby agrees to, save and hold City and its elected and appointed boards, commissions, officers, agents, and employees harmless from, any and all claims, costs and liability for any damages, personal injury or death, which may arise, directly or indirectly, from Developer's or Developer's contractors', subcontractors', agents or employees' operations under this Agreement, whether such negligent operations be by Developer or by any of Developer's contractors, subcontractors, agents or employees, except to the extent that such damages, personal injury or death is the result of the negligent or intentional conduct of City or of its officials, officers, agents or employees.

SECTION 18. INDEMNIFICATION.

Developer agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of Project No. 2005-CDP-04, City of Santa Paula Tentative Map 5475 Final Environmental Impact Report, dated July, 2014, this Agreement, and the Development Approvals (collectively, "Discretionary Approvals"), except to the extent that such claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, is the result of the intentional conduct of City or of its officials, officers, agents or employees.. Should the City be named in any such suit, or should any such claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the Discretionary Approvals, Developer agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "the City" includes the City of Santa Paula's elected officials, appointed officials, officers, and employees.

SECTION 19. NOTICES.

Any notice or communication required hereunder between City or Developer must be in writing, and may be given either personally or by registered mail, return-receipt requested. Notice, whether given by registered mail or personal delivery, must be deemed to have been given and received on the actual receipt by any of the addressees designated below as the party to whom notices are to be sent. Any party

hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication must be given. Such notices or communications must be given to the parties at their addresses set forth below:

To City:

City Manager
City of Santa Paula
970 Ventura Street
PO Box 569
Santa Paula, California 93060

To Developer:

Del Investment Fund No. 9
Attn: Keith Hagaman
12121 Wilshire Blvd., Suite 959
Los Angeles, CA 90025

SECTION 20. EXHIBITS.

20.01 Designation of Exhibits. The reference to a specified Exhibit in this Agreement is a reference to a certain one of the exhibits listed below, as determined by the accompanying letter designation.

<u>Exhibit Designation</u>	<u>Description</u>
Exhibit A	Property Legal Description
Exhibit B	Project Site Map

20.02 Incorporation by Reference. All exhibits are deemed incorporated by reference into this Agreement.

SECTION 21. SEVERABILITY.

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement must continue in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

SECTION 22. RECORDATION.

In order to comply with Section 65868.5 of the Development Agreement Statute and Section 16.234 of the City Enacting Ordinance, the parties do hereby direct the City Manager to cause a copy of this Agreement to be recorded with the County Recorder of the County, within ten (10) days after passage by the City of the ordinance approving this Agreement.

SECTION 23. ENTIRE AGREEMENT.

This Agreement and the Exhibits attached hereto contain all the representations and the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement and the Exhibits hereto, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement and Exhibits hereto.

SECTION 24. COUNTERPARTS.

This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together must constitute one and the same instrument.

[THIS PORTION INTENTIONALLY BLANK]

Executed at Santa Paula, California on

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the dates written above.

City of Santa Paula

*[Developer] *see notes below*

By: _____
(depends on timing)

By: _____
[Name of Officer, Title]

APPROVED AS TO CONTENT:

City of Santa Paula

By: _____
[Name of Officer, Title]

By: _____
Jaime M. Fontes
City Manager

APPROVED AS TO FORM:

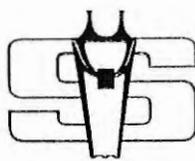
City of Santa Paula

By: _____
John Cotti,
City Attorney

ATTEST:

By: _____
Judy Rice, City Clerk

*Notes: If the Developer is a Corporation, then this document must be executed by the Corporation's Chief Executive Officer, President or Vice-President, on the one hand, and the Corporations' Chief Financial Officer, Treasurer, Assistant Treasurer or Secretary on the other hand. Developer's signature must be notarized.



Sanctity of Contract

EXHIBIT A

STEWART TITLE OF CALIFORNIA, INC.
Ventura Division

PRELIMINARY REPORT

OUR NO. 04556015

YOUR NO. FOOTHILL

Del Development
1206 E. Santa Paula St.
Santa Paula, CA 93060

ATTN: SCOTT ANDREWS

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE, STEWART TITLE OF CALIFORNIA, INC. HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERENCED TO AS AN EXCEPTION ON SCHEDULE B OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS, AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSIONS FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH IN THE ATTACHED LIST. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT.

PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN EXHIBIT A OF THIS REPORT CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED. IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.

THIS REPORT, (AND ANY SUPPLEMENTS OR AMENDMENTS THERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE A BINDER OR COMMITMENT SHOULD BE REQUESTED.

DATED AS OF NOVEMBER 24, 2004 AT 7:30 A.M.

William Luther
TITLE OFFICER

302 North Lantana, Suite 41, Camarillo, CA 93010
Phone: (805) 384-9362 Fax: (805) 384-2362
MEMBER CALIFORNIA LAND TITLE ASSOCIATION

DATED AS OF NOVEMBER 24, 2004 AT 7:30 A.M.

THE FORM OF THE POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY	(X)
AMERICAN LAND TITLE ASSOCIATION LOAN POLICY	(X)
AMERICAN LAND TITLE ASSOCIATION OWNERS POLICY FORM B	()
AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY	()
CALIFORNIA LAND TITLE ASSOCIATION HOMEOWNERS POLICY	()

SCHEDULE A

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:
DEL INVESTMENT FUND NO. 9, LTD., A CALIFORNIA LIMITED PARTNERSHIP

SCHEDULE A (CONTINUED)

THE LAND REFERRED TO HEREIN IS SITUATED IN AN AREA, OF THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF SUBDIVISION NO 1 RANCHO EX-MISSION OF SAN BUENAVENTURA, TRACT NO. 1. IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER HAP RECORDED IN BOOK 2, PAGE 103 OF MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF SAID SUBDIVISION NO. 1, DISTANT ALONG SAID NORTHEASTERLY LINE NORTH 36° WEST 425.70 FEET FROM THE MOST EASTERLY CORNER OF SAID SUBDIVISION NO 1, AT THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO M. CONNIFF, RECORDED JANUARY 22, 1896, IN BOOK 46 RAGE 460 OF DEEDS, THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE,

1ST: NORTH 36° WEST 2299.44 FEET TO THE MOST NORTHERLY CORNER OF SAID SUBDIVISION NO, 1; THENCE ALONG THE NORTHWESTERLY LINE OF SAID SUBDIVISION NO. 1,

2ND: SOUTH 54° WEST 1278.75 FEET TO THE MOST NORTHERLY CORNER OF THE WEST HALF OF SAID SUBDIVISION NO. 1; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID WEST HALF OF SUBDIVISION NO. 1,

3RD: SOUTH 36° EAST 2299.44 FEET TO THE MOST WESTERLY CORNER OF SAID LAND OF M. CONNIFF; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LAST MENTIONED LAND,

4TH; NORTH 54° EAST 1278.75 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL THAT PORTION THEREOF LYING SOUTHERLY AND SOUTHWESTERLY OF THE NORTHEASTERLY LINE AT THAT CERTAIN STRIP OF LAND, 60 FEET WIDE, LOCALLY KNOWN AN END CALLED FOOTHILL ROAD, AS DESCRIBED IN THE DEED TO VENTURA COUNTY, RECORDED JANUARY 1, 1877, IN BOOK 4 PAGE 616 OF DEEDS

ALSO EXCEPT THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF THAT PUBLIC ROAD 60 FEET WIDE, KNOWN AS FOOTHILL ROAD, CONVEYED TO THE COUNTY OF VENTURA, BY DEED RECORDED IN BOOK 4 PAGE 618 OF DEEDS, FROM WHICH THE INTERSECTION OF THE CENTERLINE OF SAID FOOTHILL. ROAD WITH THE WEST LINE OF THAT PARCEL OF REAL PROPERTY DESCRIBED AS

PARCEL 2 IN THE DEED TO A. ELIZABETH ANDERSON, RECORDED IN BOOK 333, PAGE 232 OF OFFICIAL RECORDS, BEARS SOUTH 72° 45' WEST 63.36 FEET; THENCE FROM SAID POINT OF BEGINNING ALONG THE CENTERLINE OF SAID FOOTHILL ROAD,

1ST: NORTH 72° 45' EAST 196.64 FEET TO A POINT; THENCE LEAVING THE CENTERLINE OF FOOTHILL ROAD,

2ND; NORTH 17° 15' WEST 360 FEET TO A POINT; THENCE,

3RD: SOUTH 72° 45' WEST 318.85 FEET TO A POINT DISTANT 60 FEET MEASURED AT RIGHT ANGLES THERETO, FROM THE WESTERLY LINE OF AFOREMENTIONED PARCEL 2, AS DESCRIBED IN DEED TO A. ELIZABETH ANDERSON, THENCE PARALLEL TO AND DISTANT 60 FEET FROM SAID WEST LINE,

4TH; SOUTH 36° EAST 380.17 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT AN UNDIVIDED 1/2 INTEREST IN THE MINERAL RIGHTS IN SAID LAND.

ALSO EXCEPT AN UNDIVIDED 1/2 INTEREST IN ALL RIGHTS TO OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER SAID PROPERTY, TOGETHER WITH THE RIGHT TO DIRECTIONALLY DRILL AND PASS THROUGH THE SUBSURFACE THEREOF; PROVIDED HOWEVER, THAT THEY SHALL NOT HAVE THE RIGHT TO ENTER UPON THE SURFACE OR THE SUBSURFACE TO A DEPTH OF FIVE HUNDRED FEET AS RESERVED BY DEED RECORDED APRIL 3, 1984, AN DOCUMENT NO., 35669 IN FAVOR OF SOUTHLAND SOD FARMS, A LIMITED PARTNERSHIP.

A.P.N. 097-0-20-085

SCHEDULE B

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

1. GENERAL AND SPECIAL CITY AND/OR COUNTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 2004-2005

1ST INSTALLMENT: \$4,559.17 OPEN
 2ND INSTALLMENT: \$4,559.17 OPEN
 EXEMPTION: NONE
 CODE AREA: 55002
 ASSESSMENT NO.: 097-0-20-085

1A. A SALE TO THE STATE OF CALIFORNIA FOR GENERAL AND SPECIAL TAXES AND SUBSEQUENT DELINQUENCIES FOR THE

FISCAL YEAR: 2003

AMOUNT OR PAY PRIOR TO:

JANUARY 2005 \$5,528.42

AFFECTS ASSESSMENT NO.: 097-0-20-085

2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.

3. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO: H.W CARPENTER AND RUDOLPH STEINBACK
 PURPOSE: A RIGHT OF WAY TO OTHER LANDS
 RECORDED: IN BOOK 12, PAGE(S) 80 OF DEEDS
 AFFECTS: A PORTION OF SAID LAND

4. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO: THERMAL BELT WATER COMPANY
 PURPOSE: WATER PIPE LINES
 RECORDED: IN BOOK 45, PAGE(S) 212 OF DEEDS
 IN BOOK 45, PAGE(S) 226 OF DEEDS
 IN BOOK 56, PAGE(S) 520 OF DEEDS
 AFFECTS: A PORTION OF SAID LAND

5. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO: THERMAL BELT WATER COMPANY
 PURPOSE: WATER PIPE LINES
 RECORDED: IN BOOK 190, PAGE(S) 498 OF DEEDS
 AFFECTS: A PORTION OF SAID LAND

6. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO: ROBERT L. RYAN AND IDA S. RYAN, HIS WIFE,
 AS JOINT TENANTS
 PURPOSE: INGRESS AND EGRESS
 RECORDED: IN BOOK 602, PAGE(S) 614, OF OFFICIAL RECORDS
 AFFECTS: A PORTION OF SAID LAND

7. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO: LAFE T. BROWNE, A MARRIED MAN
 PURPOSE: ROAD PURPOSES
 RECORDED: IN BOOK 601, PAGE(S) 549, OF OFFICIAL RECORDS
 AFFECTS: A PORTION OF SAID LAND

8. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO: SANTA PAULA WATER WORKS, LTD.
 PURPOSE: PIPE LINES, STORAGE TANKS, TOGETHER WITH THE
 RIGHT OF INGRESS AND EGRESS
 RECORDED: MAY 25, 1959, IN BOOK 1737, PAGE(S) 377,
 OF OFFICIAL RECORDS
 AFFECTS: A PORTION OF SAID LAND

COVENANTS, CONDITIONS AND RESTRICTIONS (RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN ARE DELETED.) AS SET FORTH IN THE DOCUMENT REFERRED TO IN THE NUMBERED ITEM LAST ABOVE SHOWN.

NOTE: IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, RELIGION, SEX, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, NATIONAL ORIGIN, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.1 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

9. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL

THERE TO AS SET FORTH IN A DOCUMENT

GRANTED TO: SANTA PAULA WATER WORKS, LTD.
 PURPOSE: INGRESS, EGRESS, ROAD AND WATER PIPE LINES
 RECORDED: OCTOBER 6, 1987, INSTRUMENT NO. 87-161990,
 OF OFFICIAL RECORDS
 AFFECTS: A PORTION OF SAID LAND

10. WATER RIGHTS, CLAIMS OR TITLE TO WATER IN OR UNDER SAID LAND, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

11. ANY RIGHTS, INTEREST, OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON A SURVEY PLAT ENTITLED DETAIL SURVEY, DATED DECEMBER 1992 PREPARED BY BENNER AND CARPENTER CIVIL ENGINEERS LAND SURVEYORS:

(A) THE FACT THAT CONCRETE BLOCK RETAINING WALL AND CHAIN LINK FENCE PRIMARILY LOCATED ON SAID LAND ENCROACH ONTO LAND ADJOINING ON THE EAST, AS SHOWN IN DETAIL "A"

(B) ANY EASEMENTS OR LESSER RIGHT, AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES HEREIN STATED, INCLUDING INCIDENTAL PURPOSES,

FOR: POWER POLES, WIRES AND ANCHORS
 AFFECTS: THE WESTERLY PORTION OF SAID LAND

(C) THE FACT THAT ACCESS TO AND FROM THE INSURED LAND IS OBTAINED BY CROSSING OTHER LANDS TO PUBLIC STREET.

(D) A DISCREPANCY BETWEEN THE RECORD DIMENSIONS OF SAID LAND AND THE GROUND MEASUREMENTS THEREOF SHOWN BY A SURVEY AS FOLLOWS:

.04 OF A FOOT SHORTAGE ON THE WESTERLY INTERIOR LINE.
 .69 OF A FOOT SHORTAGE ON THE NORTHERLY INTERIOR LINE.
 3.16 OF A FOOT SHORTAGE ON THE EASTERLY INTERIOR LINE.
 .10 OF A FOOT SHORTAGE ON THE EASTERLY INTERIOR LINE.

12. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW, AND ANY OTHER OBLIGATIONS SECURED THEREBY

AMOUNT: \$425,000.00
 DATED: DECEMBER 24, 1992
 TRUSTOR: DEL INVESTMENT FUND NO. 9, LTD., A CALIFORNIA LIMITED PARTNERSHIP
 TRUSTEE: CHICAGO TITLE COMPANY, A CALIFORNIA CORPORATION
 BENEFICIARY: CITIZENS STATE BANK OF SANTA PAULA, A CALIFORNIA CORPORATION
 RECORDED: DECEMBER 31, 1992, INSTRUMENT NO. 92-239010,

OF OFFICIAL RECORDS
 LOAN NO.: NONE SHOWN

AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED

EXECUTED BY: CITIZENS STATE BANK OF SANTA PAULA, A CALIFORNIA CORPORATION AND DEL INVESTMENT FUND NO. 9, LTD., A CALIFORNIA LIMITED PARTNERSHIP
 RECORDED: JULY 26, 1996, INSTRUMENT NO. 96-101725, OF OFFICIAL RECORDS

THE BENEFICIAL INTEREST UNDER SAID DEED OF TRUST WAS ASSIGNED BY ASSIGNMENT

TO: REPS ONE, A CALIFORNIA LIMITED PARTNERSHIP, POOL 142
 RECORDED: MAY 31, 2001, INSTRUMENT NO. 2001-0100155-00, OF OFFICIAL RECORDS

AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED

EXECUTED BY: DEL INVESTMENT FUND NO. 9, LTD., A CALIFORNIA LIMITED PARTNERSHIP AND R.E.P.S. ONE, A CALIFORNIA LIMITED PARTNERSHIP, POOL 142
 RECORDED: MAY 31, 2001, INSTRUMENT NO. 2001-0100156-00, OF OFFICIAL RECORDS

AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED

EXECUTED BY: DEL INVESTMENT FUND NO. 9, LTD., A CALIFORNIA LIMITED PARTNERSHIP AND R.E.P.S. ONE, A CALIFORNIA LIMITED PARTNERSHIP, POOL 157 (LENDER WAS PREVIOUSLY DESIGNATED AS POOL 142.)
 RECORDED: DECEMBER 17, 2003, INSTRUMENT NO. 20031217-0465751, OF OFFICIAL RECORDS

13. THE MATTERS CONTAINED IN AN INSTRUMENT

DATED: NOVEMBER 10, 2004
 ENTITLED: NOTICE OF NON-COMPLIANCE WITH VENTURA COUNTY WELL ORDINANCE NO. 4184
 BY & BETWEEN: WATER RESOURCES DIVISION MANAGER PUBLIC WORKS AGENCY

AND UPON THE TERMS AND CONDITIONS AND COVENANTS THEREIN PROVIDED

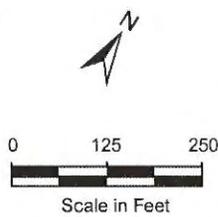
RECORDED: NOVEMBER 11, 2004, INSTRUMENT NO. 20041111-0303134, OF OFFICIAL RECORDS

14. THE REQUIREMENT THAT A COPY OF THE PARTNERSHIP AGREEMENT OF DEL INVESTMENT FUND NO. 9, LTD., A CALIFORNIA LIMITED PARTNERSHIP AND ANY AMENDMENTS OR MODIFICATIONS THERETO BE FURNISHED TO THE COMPANY.



Legend

- Roadway - Public Right of Way
- Single Family Residential (74 lots)
- Park and Open Spaces
- Institutional - Civic
- Detention Basin
- Property Boundary



Land Use Data

A. GROSS AREA 32.50 AC.
 DENSITY: 74 DU / 32.5 AC = 2.27 DU/AC

B. NET AREA
 GROSS AREA 32.5 AC
 a. INTERIOR STREETS < 5.28 AC > (4,600 L.F. = 5.28 AC)
 b. FOOTPATH RD. < 0.38 AC >
 c. PARCEL A,B,G,D,E,F,G,H,I < 8.54 AC >
 NET AREA: 17.30 AC

C. LOT KEY

I - 74	PRIVATE SINGLE FAMILY RESIDENTIAL (15.2 AC.)
A - B	COMMON PARCELS OFFERED TO THE CITY OF SANTA PAULA (0.08 AC.)
C	COMMON OPEN SPACE (0.42 AC.)
D	COMMON DETENTION / STORM WATER QUALITY (1.08 AC.)
E	COMMON SECONDARY ACCESS (0.11 AC.)
F	PUBLIC CITY WATER RESERVOIR 0.30 AC. - DEDICATION TO CITY
G	PUBLIC PARK 2.76 AC. - DEDICATION TO CITY
H	COMMON OPEN SPACE: 0.14 AC.
I	COMMON OPEN SPACE: 4.92 AC.
J	COMMON PUBLIC STREETS PARKWAY MAINTENANCE BY H.O.A.

Attachment D
Ordinance No. 1259 Adopting Pre-zoning/Zone Change and Specific Plan

ORDINANCE NO. 1259

**AN ORDINANCE PREZONING PORTIONS OF THE ADAMS CANYON
EXPANSION AREA AS TENTATIVE MAP 5475 PROJECT AND ADOPTS
FOOTHILL/PECK (TENTATIVE MAP 5475) SPECIFIC PLAN (SP-1)
PROJECT NO. 2005-CDP-04**

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

SECTION 1. *Recitals*. The City Council finds and declares that:

- A. On June 27, 2005, Del Investment Fund No. 9 Ltd, (Applicant) filed an application for a General Plan Amendment, Annexation, Prezoning/Zone Change, Specific Plan, Development Agreement, Tentative Map, and Growth Management Allocations in order to allow a 79-lot single-family hillside residential subdivision on an existing vacant undeveloped 32.5 acre lot. (the Project);
- B. The Project consists of the following:
 - 1. The City initiation of proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code §§56000, *et seq.*, the "Act") for a reorganization (annexation) that would concurrently annex territory to the City and detach this territory from the Ventura County Resource Conservation District, the Ventura County Fire Protection District, and County Service Areas Nos. 32 and 33;
 - 2. A General Plan Amendment, including without limitation, revisions to the Land Use Element;
 - 3. The project would include prezoning all of the project area including, without limitation, 32.5 acres as the Foothill/Peck Tract Map (TM 5475) Specific Plan (designated as "SP-1" by the Santa Paula Municipal Code ["SPMC"] to permit up to 79 single family residential homes;
 - 4. A Zoning Map amendment;
 - 5. A Tentative Map (Tentative Map No. 5475);
 - 6. Development Agreement
- C. The Project was reviewed by City's Planning Department for, in part, consistency with the General Plan and conformity with the Santa Paula Municipal Code;
- D. The City Planning Department reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA"), the regulations promulgated there under (14 Cal. Code of Regulations

§§15000, *et seq.*, the “CEQA Guidelines”), and the City’s Environmental Guidelines (“Santa Paula Guidelines”; CEQA, CEQA Guidelines and Santa Paula Guidelines collectively referred to as “CEQA Regulations”);

- E. The Planning Department completed its review and scheduled a public hearing regarding the application before this Council for November 16, 2015;
- F. On November 16, 2015 the City Council opened a public hearing to receive public testimony and other evidence regarding the application including without limitation, information provided to the Council by the Applicant;
- G. This Resolution, 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 administrative record that is too voluminous to reference. .

SECTION 2: Factual Findings and Conclusions. In addition to the findings of fact set forth in Resolution No. 6957, which are incorporated by reference, the City Council finds that the following facts exist:

- A. The Applicant proposes to develop Foothill/Peck (Tentative Map 5475) Specific Plan area as a single family subdivision as set forth in the Specific Plan.
- B. The Property is located within the City’s Area of Interest and within its Sphere of Influence. The General Plan identifies Adams Canyon as an Expansion Area.
- C. The Property is currently not zoned by the SPMC. This Ordinance will prezone the Property, including without limitation, the Foothill/Peck (Tentative Map 5475) Specific Plan Area which will be designated *Adams Canyon Specific Plan (SP-1)* on the City’s Zoning Map.

SECTION 3: General Plan and SPMC. The Project conforms to the General Plan and SPMC as follows and set forth in the entire record:

- A. Adams Canyon is identified in the General Plan as an Expansion Area intended for future urban development and area proposed for urbanized uses is within the City Urban Restriction Boundary (“CURB”).
- B. The General Plan Land Use Element Policies 4.i.i. and 4.j.j. requires specific plans for all expansion areas before development can occur and requires fiscal impact analysis for such projects. The proposed Project implements these requirements.
- C. SPMC Chapters 16.25 and 16.216 allow for creation and administration of Specific Plan Zones. This Ordinance will designate the Foothill/Peck (Tentative Map 5475) Specific Plan as “SP-1”.

- D. The Project includes protections for wildlife as required by the General Plan for Expansion Areas.
- E. The General Plan Amendment, approved in Resolution No. 6959, would incorporate references to the Adams Canyon Specific Plan in to the General Plan Land Use Element and adds the "Adams Canyon Specific Plan (SP-1)" land use designation to the General Plan.
- F. SPMC § 16.25.040 makes the land use designations, standards and other requirements set forth in an adopted Specific Plan supersede those of the SPMC. The General Plan Amendment set forth in Resolution 6959 will make the General Plan and the Project consistent.

SECTION 4: Conclusions.

- A. The Project will provide a mechanism by the which the Property can be zoned and annexed into the City, providing infrastructure and single family residential homes that will serve both the development and the City as a whole, thus promoting public health, safety, and general welfare through a balance of impacts and benefits to the community as stated, without limitation, in Resolution No. 6957 which certifies the FEIR.
- B. The project is consistent with the goals, policies, and objectives of the General Plan and does not conflict with the SPMC since it would constitute the zoning and development standards for the affected Property in accordance with SPMC Chapter 16.216.
- C. The Project will result in development of a single family residential subdivision which would not adversely affect surrounding properties because the Project would be compatible with and similar to the characteristics of the surrounding area.
- D. The Project serves the goals and purpose of the SPMC because development of the Property is consistent with the SPMC, provides a single family residential subdivision, results in a fiscally positive effect on the City's general fund, and provides needed public infrastructure.

SECTION 5: Environmental Review. This Ordinance incorporates by reference the findings and analysis set forth in City Council Resolution No. 6957 which certifies the FEIR, including without limitation, the Rezoning adopted by this Ordinance. Resolution No. 6957 also reflects the City Council findings made that, where feasible, mitigation measures are imposed and modifications incorporated into the Project which avoid or substantially lessen all significant adverse environmental impacts.

SECTION 6: Approval. Subject to the conditions set forth in attached Exhibit "A," which is incorporated into this Ordinance by reference, the City Council:

- A. Adopts the Foothill/Peck (Tentative Map 5475) Specific Plan (SP-1) dated September 2014, which is incorporated as Exhibit "B," and incorporated by reference, as the rezoning for that portion of the property identified by the Zoning Map as amended by this Ordinance. The zoning will become effective upon annexation of the Property into the City's jurisdiction.
- B. Amends the City's zoning map to designate the zoning for the Project and the Foothill/Peck (Tentative Map 5475) Specific Plan (SP-1) as set forth in attached Exhibit "C," which is incorporated by reference.

SECTION 7: 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 changes made by this Ordinance.

SECTION 8: Reliance on the Record. Each and all of the findings and determination in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by the substantial evidence in the records as a whole.

SECTION 7: 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 8: 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 9: This Ordinance will become effective on the 31st day following its passage and adoption.

PASSED AND ADOPTED this 16th day of November, 2015.

John T. Procter
Mayor

ATTEST:

Judith Rice, City Clerk

APPROVED AS TO FORM:

John C. Cotti, City Attorney

APPROVED AS TO CONTENT:

Jaime M. Fontes, City Manager

Exhibit A
Foothill/Peck (Tentative Map 5475) Specific Plan, September 2014
Specific Plan Conditions of Approval

Exhibit A

CONDITIONS OF APPROVAL

Project No. 2005-CDP-04:

Located at the northwest corner of Foothill Road and Peck Road

In addition to all applicable provisions of the Santa Paula Municipal Code ("SPMC"), Del Investment Fund No. 9 Ltd. (Applicant) agrees for themselves, theirs, heirs and assigns that they will comply with the following provisions as Conditions for the City of Santa Paula's Approval of Project No. 2005-CDP-04 ("Project Conditions").

GENERAL CONDITIONS

1. The Resolution and these associated Conditions of Approval have been adopted with the knowledge, understanding and consent of the Property Owner/Applicant.
2. The Property Owner/Applicant must comply with all applicable ordinances, codes, regulations, policies, and conditions (including those herein) and pay all applicable fees and assessments to the City.
3. The Property Owner/Applicant's failure to comply with, or breach of, any Project Conditions may result in the amendment or revocation of this Permit, or any related permits, or other enforcement action, as may be appropriate in the case. The City may undertake such acts and incur such expenses as it may consider necessary to effect compliance, the cost thereof including without limitation, administration costs and recoverable attorney's fees, to be reimbursed by the applicant or current property owners, as may be appropriate in the case.
4. This permit is subject to an ongoing review. If at any time valid, substantiated complaints are received, a public hearing may be held before the Planning Commission, at the sole discretion of the City, to determine if any condition or the permit should be modified, amended or revoked.
5. The permit is granted for the subject Property only and is not transferable.
6. Any changes proposed to the nature of services provided at the facility will require approval from either the Planning Director or Planning Commission.
7. If applicable, plans submitted to the Fire Department, Inspection Services, for building permits must have the conditions printed directly onto the building plans and the Project number, "2013-CDP-05," in the title blocks of the blue prints for this Project.

PLANNING DEPARTMENT

8. Proper parking and circulation must be maintained on the subject property (ingress/egress).

9. Construction and operation activities must comply with Chapter 93 of the SPMC (Noise).
10. Any proposed signage is subject to review and approval by the Planning Department.
11. Lighting sufficient for safety purposes must be provided at entryways, along walkways, between buildings, and within parking areas.
12. The site must be kept clean and clear of trash, litter and debris.
13. The development must comply with required parking and driveway design standards.
14. All landscaped areas must be maintained in a neat and healthy condition.
15. All mechanical and electrical equipment, including ducting and piping, whether located on ground level or rooftop, must be screened from view. Such screening must be compatible with and complementary to the architectural style and detail of the structure that they serve and must be located in a position satisfactory to the Fire Marshall and the Planning Director or their designees.
16. If the Applicant proposes conditions, covenants, and restrictions (CC&Rs), the final CC&Rs or other association document for the subdivision must be reviewed and approved by the Planning Director and City Attorney before the City Council approves the final map. The applicant must pay for all costs associated with City Attorney review of such CC&Rs. Future changes to the CC&Rs are subject to the review and approval of the Planning Director and City Attorney.
17. For public safety purposes and to minimize nuisances to nearby residents during construction, the Applicant must submit a Traffic Management Plan indicating the times, dates, street routes, and any traffic control measures to be carried out during grading and/or construction activities along with grading plans submitted to the Building Department for plan check. As part of the traffic management plan, the Applicant is required to deliver a notice to affected residential properties in the vicinity of the project at least 48 hours before commencing grading and/or construction activities. The notice will be prepared by City staff, at Applicant's cost, and will serve to notify residents of the days, times, street routes, and traffic control measures taken during construction.

General/On-Going Requirements

18. This approval is valid per the terms and conditions of the associated Development Agreement within which time a Final Map must be recorded or a time extension granted.
19. The Planning Director may approve minor changes, but any substantial change will require the filing of a modification application to be considered by the Planning Commission.

20. Except as modified by the approved Development Agreement and Specific Plan for the Project, the project must comply with all requirements of the Santa Paula Development Code.

21. The project is subject to the following development standards:

TRACT 5475 DEVELOPMENT STANDARDS	
Max. Density	Development is approved for a maximum of 79 units
Min. Lot Area	6,000 square feet
Max. Lot Coverage	60% (max.)
Min. Lot Width – Interior Lot	60 feet
Min. Lot Width – Corner Lot	65 feet
Max. Building Height	35 feet (two and one-half stories)
Min. Dwelling Unit Size	750 square feet
Distance between dwelling unit buildings (min.)	10 ft.
Front yard setback (min.)	20 feet
Side yard setback – interior lot (min.)	10 feet
Side yard setback – corner lot (min.)	10 feet
Rear yard setback – single- story (min.)	10 ft.
Rear yard setback – second story (min.)	20 feet
Off-street parking requirements (minimum)	<ul style="list-style-type: none"> • Single-family homes with 0-4 bedrooms are required to have at minimum a 2-car garage. • Single-family homes with 5 or more bedrooms are required to have at minimum a 3-car garage. • Street parking would facilitate guest and visitor parking in addition to on-site home owner parking and would follow SPMC parking regulations in §16.46.

Interior garage dimensions (minimum)	10 ft. by 20 ft. per vehicle
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FIRE DEPARTMENT

- 22. The applicant must comply with all Santa Paula Municipal and California Fire Code requirements that apply to this project

BUILDING AND SAFETY

- 23. The project must fully comply with the current California Building, Plumbing, Mechanical, and Electrical Codes.

PUBLIC WORKS

Public Works General Conditions.

- 24. The Owner/Applicant must comply with the Mitigation Monitoring and Reporting Program (MMRP) that was prepared as a part of the approved Environmental Impact Report (EIR) for this project and all of the mitigation measures identified therein. The MMRP is incorporated into these conditions by reference.
- 25. The amount of water rights to be dedicated to the City shall be calculated as set forth in Santa Paula Municipal Code section 52.021.C (as existing at the Effective Date of this Agreement). Water rights shall be conveyed to the City in phases as provided in the Development Agreement for this Project. Prior to the issuance of any permit authorizing grading activities, water rights shall be dedicated in an amount necessary to satisfy water requirements for compaction, dust control, irrigation and similar requirements related to grading operations, as determined by the City Engineer. Prior to the issuance of building permits, Developer shall convey all remaining water rights required to be conveyed pursuant to Santa Paula Municipal Code section 52.021.C.
- 26. Before the City issues building permits, the Applicant is responsible to pay a water connection fee and service connection fee and recycling water fee per unit. (The applicant must pay the reclaimed water fee, \$3,667.00 per unit).The use of recycled water is subject to State policy and the California Water Code Section 13551. The use and approval of recycled water for agricultural, commercial, construction, industrial, landscape, and/or recreational impoundments, and wild life habitat will be regulated by the City of Santa Paula, the California Department of Health Services, and Regional Water Quality Control Board.
- 27. On-site and Off-site utility service must be installed underground in accordance with requirements in effect at the time a building permit is issued. Existing utilities must be undergrounded in accordance with SPMC 53.12. Before issuance of a building permit, the Developer must post a bond, or other surety approved by the City Attorney, guaranteeing said undergrounding.

28. The applicant must retain an engineer licensed in the State of California, and registered in accordance with the appropriate provisions of the business and Professional Code, to ensure that the construction work conforms to the approved improvement plans (public improvements, rough grading and fine grading) and specifications and to provide certified "as-built" plans after project completion. Submittal of the certified "as-built" plans will be required before and as a condition of final acceptance of the development by the City.
29. All Public Works construction shall be performed by a California State Class A Licensed contractor.
30. All onsite streets shall be private and to be maintained by the Homeowner's Association (HOA) with easements to the City for water and sewer mains only. This applies to gated and non-gated developments.
31. The applicant must provide legal access to North Peck Road for the emergency access shown on the proposed site plan.
32. During construction, all construction activities must comply with Chapter 93 of the SPMC regulating noise and construction activities. The general contractor or other person responsible for construction must place a notice of the construction hours and noise limitations at all entrances to the construction zone.
33. During construction, all construction equipment and vehicles must be stored or parked on the subject site, and must not be stored or parked on City streets, except as may be permitted by the City Engineer for a specified temporary period through written authorization or as agreed upon as a result of the Construction Management Plan to be developed and reviewed and approved by the City.
34. All existing public and private roads during construction or reconstruction must remain open for traffic at all times with adequate detours during actual construction.
35. Applicant must obtain all necessary regulatory permits (City, County, State or Federal). Copies of permits must be provided prior to issuance of a grading permit.
36. During construction, the construction plans must incorporate Best Management Practices applicable to the development for the review and approval by the City Engineer.
37. During construction, development must be undertaken in accordance with conditions and requirements of the Ventura Countywide Stormwater Quality Impact Management Program (SQUIMP), 2002 National Pollution Discharge Elimination System (NPDES) Permit No.CAS004002. The Project construction plans must incorporate Best Management Practices applicable to the development for the review and approval of the City.

38. Before final inspection and/or occupancy, the developer must repair or replace any damaged infrastructure within the public right-of-way at the direction of the City Engineer.
39. Upon annexation, the proposed project shall be included in the City of Santa Paula Geological Hazardous Abatement District ("Santa Paula GHAD"). The established GHAD shall finance the prevention, mitigation, abatement, or control of any current or future geologic hazard that threatens improvements on the proposed project. The GHAD shall be responsible for the maintenance or repairs of any detention basins, hydromodification facilities and other stormwater pollution control applications constructed for this project. Said GHAD shall be established according to Public Resources Code §26500 et seq.

Tentative Tract Map:

40. As part of the Tentative Map, Applicant must submit adequate drainage calculations and hydraulic design to ensure that upstream areas and the project site will drain to a safe point of discharge.
41. The Final Map must be recorded with the Ventura County Recorder's Office before the City issues permits for rough grading, as defined in Section 3.14 of the Development Agreement.
42. All required public and private service improvements (streets, water, sewer, drainage, lighting, and other utilities) must be completed within a period of 12 months from the date of the recording of the final map. Developer may ask for an extension.
43. All requirements of any other law or agency of the State of California and any other governmental entity applicable to this development must be met.
44. Any existing wells must be filled, capped, and abandoned in conformance with the Ventura County Environmental Health Department's requirements.
45. All grading, building pads, light fixtures, street and utility improvements must be completed simultaneously. Phasing of these improvements is not permitted. Upon submittal of grading permits, the applicant/developer must show how these improvements will be carried out, which will be subject to review and approval of City.
46. Subsequent changes proposed by the applicant/developer to the tentative map or conditions of approval will require the filing of a modification application to be considered by the City Council.
47. Applicant must reimburse City for all attorney fees expended by City, which are directly related to the processing of this development/project. Grading permits will not be issued until all attorneys' fees billed to date are paid.

48. The owner/applicant shall pay all Public Works fees associated with the Final Map review and approval.

Before the City issues Permits for Site Improvements:

49. All improvement plans and related documents must be submitted together and include plans for, without limitation, Final Map, grading, streets, drainage, sewer, water and other appurtenant improvements. In addition, a master utility plan must be submitted showing the layout and location of all the on-site and off-site utility facility improvements of the subdivision and consistent with the tentative map. The plan submittal must also include construction cost estimates and all pertinent engineering design calculations. The final map may not be recorded until the Public Works Department has approved the improvement plans.
50. All improvement plans, construction cost estimates, soils reports, geology reports, and all other pertinent engineering design calculations must be submitted to City concurrently with grading plans.
51. All improvements within the public right of way or proposed public right of way must be built in compliance with the City of Santa Paula Standards and in accordance with the current edition of "Standard Specification for Public Works Construction."
52. All improvements and monuments must be bonded in accordance with "Subdivision Map Act" before recordation of the Final Map if the improvements are not finished before recordation of the final map. All improvements and monuments must bond for 100% of approved cost estimate to construct improvements and for 50% of the cost estimate for faithful performance. Before bond release or bond reduction of the improvements and prior to acceptance of the improvements by the City; "As Built" for the improvements have to be accepted by the City and recorded.
53. Applicant must improve the existing off-site 2,350-foot long drainage ditch along Peck Road and install an open trapezoid channel. The proposed design and calculations must be approved by the Public Works Department. At applicant's request, City will consider a waiver of plan check, permit, and inspection fees for the trapezoid channel.
54. The applicant must design and construct downstream sewer main improvements from manhole #2E12 to manhole to manhole #2D44 in accordance with the City wastewater Sewer Master Plan in order to accommodate the additional demand on the exiting wastewater collection system resulting from the proposed development. Said sewer main improvements shall be paid for by the applicant. Prior to conducting this improvement, the applicant may choose to conduct a focused sewer study to verify if the improvements are necessary. The scope of and methodology of a study shall be approved by the City Engineer prior to first submittal.
55. Detailed drainage analysis must be submitted per City Standards, addressing the tributary drainage flows, on-site improvements, and effect on downstream property.

56. Before the issuance of grading permits, a thorough evaluation of any public street structural road section, to include parkway improvements from a qualified soils engineer, must be submitted to the City Engineering Division for review during the construction of the public streets. This must be submitted in a tabular form including street name, classification, ADT and traffic index.
57. Soils reports, "R" values, and compaction tests are required on all streets. Determination of actual structural section must be based on the State highway design procedure with the specific traffic index supplied by the Public Works Department. A minimum of 12-inch portion (more if necessary) of the subgrade material must be reworked and re-compacted to the required densities at optimum moisture content shown in the R-value test. The project must have a traffic index of 6.5 for all on-site streets and an 8.0 at Foothill Road. The minimum thickness of all asphaltic concrete shall be 4 inches.
58. The conditions of this resolution prevail over all omissions, conflicting notions, specifications, dimensions, typical sections, and the like, which may not be shown on the improvement plans.
59. Cost of the inspections related to on-site and off-site improvements, except those improvements that will receive development fee impact credits, must be borne by the Applicant.
60. Applicant is responsible for all actions of its contractors and subcontractors until such time as City has accepted the improvements.
61. Applicant must install the required drainage facilities concurrently with the rough grading operations or provide an interim drainage and erosion control plan, and construct interim improvements with prior approval from the Public Works Department, for mitigating any potential flooding and erosion adversely affecting adjacent properties and public right-of-way.
62. Applicant shall have the onsite storm drain system designed to comply with the Ventura County Watershed Protection District's criteria requiring the peak flow discharge after development to not exceed the peak flow under existing conditions under any frequency of event.
63. Applicant must obtain certified fire flow test, at its expense, to determine and check for the fire flow requirements. The test must be certified by a mechanical, civil, or fire protection engineer. Permits must be obtained from the Public Works Department. Results of the test must be sent to the Fire Department and the Public Works Department. Before the City issues building permits, the plans submitted to the Fire Department must show that there is sufficient water velocity to supply both the domestic water and fire sprinkler systems. A minimum of a 1-inch service is required and a minimum of 50 psi for each pad. Water meters shall comply with the City's adopted automatic meter reading technology.

64. The public streets and right-of-way, lot drainage, grading, storm drain, utility and stormwater quality improvements must conform to the approved tentative tract map and these conditions of approval to the satisfaction of the City Engineer.
65. Applicant/future property owner(s) must provide access to the property for dry utility and cable operators.
66. Before the City issues building permits, all applicable Public Works permits and fees must be obtained and paid for.
67. Before the City issues grading permits, a soils report must be reviewed and accepted by the Public Works Department before the City will approve the Project. Please submit this report with your building plans to the Fire Department.
68. Before the City issues grading permits, an erosion control plan must be prepared and submitted to Public Works with the construction drawings. All cut and fill slopes must be protected by erosion control measures immediately upon completion of grading. All disturbed soil must be protected with erosion control matting or approved vegetation immediately upon completion of grading and site improvements, to the satisfaction of the City Engineer. Erosion control devices must be installed at all perimeter openings and slopes. No sediment is to leave the job site. All newly graded surfaces not immediately involved in construction must have some method of erosion protection, i.e., mulching, fiber fabrics, planting, or tackifier. Contact Public Works for an inspection request and review of erosion control measures.
69. All grading performed must conform to the SPMC, California Building Code, and recommendations by the Soils Engineer, with prior review and approval by the City Engineer. The Applicant/Developer must conform to all applicable notes given on the grading plan cover sheet and grading permit.
70. Plans submitted to City must include a Street Lighting Plan and fixture details for Planning and Public Works Department review and approval.
71. The Applicant shall increase the area of the topographic survey to include an area of 100 feet beyond the proposed development. Said topographic survey shall be shown on the improvements plans of this Project.
72. Applicant must protect the building pads of all structures from the effect of a 100-year storm run-off.
73. Applicant must show on the plans that each dwelling will be served by a separate utility service or meter.
74. Before the City issues building permits, the Owner/Applicant must pay the total estimated mitigation fees in accordance with SPMC Chapter 160.
75. Before the City issues building permits, a separate sewer connection fee must be paid for each unit.

76. Before the City issues building permits, the Applicant must submit a deposit of \$2,000.00 for the atlas fee for underground utilities to cover the cost of updating the storm drain atlas.
77. Before the City issues building permits, an encroachment permit must be obtained from Public Works Department for construction activities or work within the public right-of-way. The improvements must be constructed to the requirements outlined in the City standard drawings.
78. The applicant will dedicate the public utilities to the City once they are complete and accepted by the Public Works Department.
79. The Applicant must submit a deposit for construction inspection services. The Public Works Director will determine the deposit amount.
80. Before construction, the Applicant must provide to the City in writing, the designation of an authorized representative who has complete authority to represent and to act for the developer. The authorized representative must be present at site of the work at all times while work is actually in progress on the development. Arrangements acceptable to the City must be made for any emergency work; which may be required. When orders are given by the City to the Applicant's representative, to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and said orders are not immediately acted upon by such person, the City may do or have such work done by others at the Applicant's expense.
81. Before the City issues grading / building permits, the Applicant must comply with the City Construction and Demolition (C&D) program whereby 50% by weight of the construction / demolition material are diverted from a landfill. Contact Public Works to discuss at (805) 933-4212 ext. 0.

Before Acceptance of Site Improvements

82. All water, sewer, gas, underground power, cable TV, or telephone lines, or conduits or underground drain lines must be installed before any paving is placed.
83. Water system improvements must be constructed on and offsite to the satisfaction of the City Engineer. These improvements will consist of the installation and test of backflow devices approved by the Ventura County Health Department. A single, combination connection to be provided for each residence, with separate backflow preventers for domestic, landscape, and fire prevention systems. The size of the fire services will be subject to approval of the Fire Chief. All services must be connected to the existing water main by the City forces or by a Contractor who is duly licensed and accepted by the Public Works Director to perform the work.
84. The Homeowner's Association will be responsible for the continued maintenance of the detention basin(s). Provide legal documentation that legally binds the

Homeowner's Association to this obligation. Maintenance must be conducted in such a manner as to avoid potential mosquito breeding.

85. All improvements to public right-of-way must be completed as shown in the approved plans and to City standards. Street improvements must include curbs and gutter, sidewalks, pavement, street lights, traffic control devices, and street name signs as shown on the tentative map and as required by City standards and the General Plan.
86. The Applicant shall construct new sidewalk, curb and gutter along the north side of Foothill Road, along the frontage of this development, as directed and approved by the Public Works Director.
87. The Applicant must construct and maintain storm detention basins as indicated on the tentative map. The storm detention basins must be constructed to meet all City standards and be maintained in accordance with a maintenance agreement approved as to form by the City Attorney. Maintenance responsibilities of the storm drain basins shall be accomplished and funded through a maintenance agreement with a Home Owners Association as approved by the Public Works Director.
88. The Applicant is responsible for the maintenance and operation of all BMP improvements. A method of assuring the implementation and maintenance of all storm water Best Management Practices must be established; including without limitation, landscaping which must be properly maintained with efficient irrigation to reduce runoff and promote surface filtration and minimize the use of fertilizers and pesticides that can contribute to urban runoff pollution. The method will be subject to the review and approval of the City of Santa Paula City Engineer.
89. Detention basin(s) and drainage courses must be covered by private easement. Instruments covering recordation and delineation of easements must be shown on the tract map for approval.
90. All easements for water/sewer mains must have a minimum width of 15 feet. Water/sewer mains or storm drains must be located at the center of the given easement when no other utility conflicts.
91. Water, recycled water, and sewer mains must have a minimum horizontal separation of 10 feet. When any deviation from the minimum separation exists, the City will make a determination on a case-by-case basis.
92. No City maintained water and sewer system will be allowed on private property, unless within an approved easement.
93. Adequate provisions must be made to intercept and conduct the on-site drainage flows within and from the site in a manner, which will not adversely affect adjacent or downstream properties.

94. Developer must apply for and receive National Pollutant Discharge Elimination System permit from the Regional Water Quality Board.
95. The developer shall provide a dedicated parcel to the City for construction and operation of a Booster Pump Station as approved by the City Engineer.
96. The applicant must coordinate with affected utility companies and obtain any permits as necessary for the development of this project.
97. A digitized drawing file of the sewer improvement plans, in a City's compatible CAD system, must be submitted along with original Mylars.
98. Applicant must set all monuments required by the Subdivision Map Act before its bond is released.
99. Applicant must enter into a Subdivision Agreement with the City to install and construct all improvements as required by the conditions of approval for the subdivision provisions of the SPMC and must post security satisfactory to the City Attorney guaranteeing the installation and construction of all required improvements within the time period specified, herein or an approved time extension.

Grading.

100. All erosion and sediment control plan and permit must be submitted to, and approved by the Public Works Department prior to any land disturbance. Plans are to be submitted prior to, or with, the grading plans.
101. Water spraying or other approved methods must be used during grading operations to control fugitive dust.
102. The applicant must submit plans and obtain separate building permits for required retaining walls.
103. The applicant must obtain a Grading Permit from the County of Ventura Public Works Department for all grading conducted in the County. Said Grading Permit must be submitted to the City Public Works Department prior to obtaining a Grading Permit from the City.
104. Any exported soil transported on City streets will require a separate Encroachment Permit. Additionally, the applicant will be responsible pay all applicable fees to the City for any damages to streets and pre & post video of truck route.
105. Grading plans complying with the provisions of Appendix Chapter 33 U.B.C. and the City of Santa Paula Development Code must be submitted to incorporate all the recommendations of the soils and geology reports and must be reviewed and approved by the soils engineer and the geologist prior to the issuance of grading permits.

VENTURA COUNTY AIR POLLUTION CONTROL DISTRICT

106. All non-road diesel powered equipment used on-site for preparation and construction activities, including site earthmoving and grading operations, shall meet or exceed the Best Available Control Technology (BACT) requirements specified in the California Air Resources Board's In-Use Off-Road Diesel Vehicle Regulation. This requirement shall not apply to equipment used to respond to an emergency condition on or in the vicinity of the project site.
107. All non-road diesel powered equipment used on-site for site preparation and construction activities, including site earthmoving and grading operations, shall be registered in the California Air Resources Board Diesel Off-road On-line Reporting System (DOORS).
108. Prior to commencement of earthwork operations, the permittee shall submit documentation to the satisfaction of the City of Santa Paula and the Ventura County Air Pollution Control District that all non-road diesel powered equipment used onsite for site preparation and construction activities, including site earthmoving and grading operations, are registered in the California Air Resources Board's Diesel Off-road On-line Reporting System and meets or exceeds requirements specified in the California Air Resources Boards In-Use Off-Road Vehicle Regulation. Such documentation shall be submitted to the City of Santa Paula and the Ventura County Air Pollution Control District for any applicable equipment brought on-site subsequent to commencement of earthwork operations. Moreover, all such documentation shall be maintained and made available to the City of Santa Paula and the Ventura County Air Pollution Control District for the duration of project construction.

SPECIAL CONDITIONS

109. The 14 acres north of the Project site and designated for grading and slope stabilization must be included with the Annexation request.
110. There will be no haul truck traffic routes on Peck Road during grading of the Project.
111. Applicant will work with Ventura County to provide and implement the following types of traffic improvements: more stop signs at the intersection of Peck Road and Foothill Road, and improvements to warn and slow east-bound traffic on Foothill Road.
112. Re-vegetation for the canyons and the haul roads to the north of the property will meet Ventura County standards and, if there are tiers of standards, will meet the highest tier of Ventura County standards.
113. The Applicant agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of Project No. 2005-CDP-04. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the City approval of

Project No. 2005-CDP-04, the Applicant agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "the City" includes the City of Santa Paula's elected officials, appointed officials, officers, and employees.

By signing this document, the Applicant certifies that he has read, understood, and agrees to the project conditions listed in this document.

Del Investment Fund No. 9 Ltd., Applicant

Date

Exhibit B
Foothill/Peck (Tentative Map 5475) Specific Plan (SP-1)
(Specific Plan Previously Distributed)

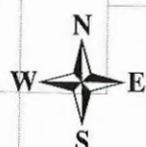
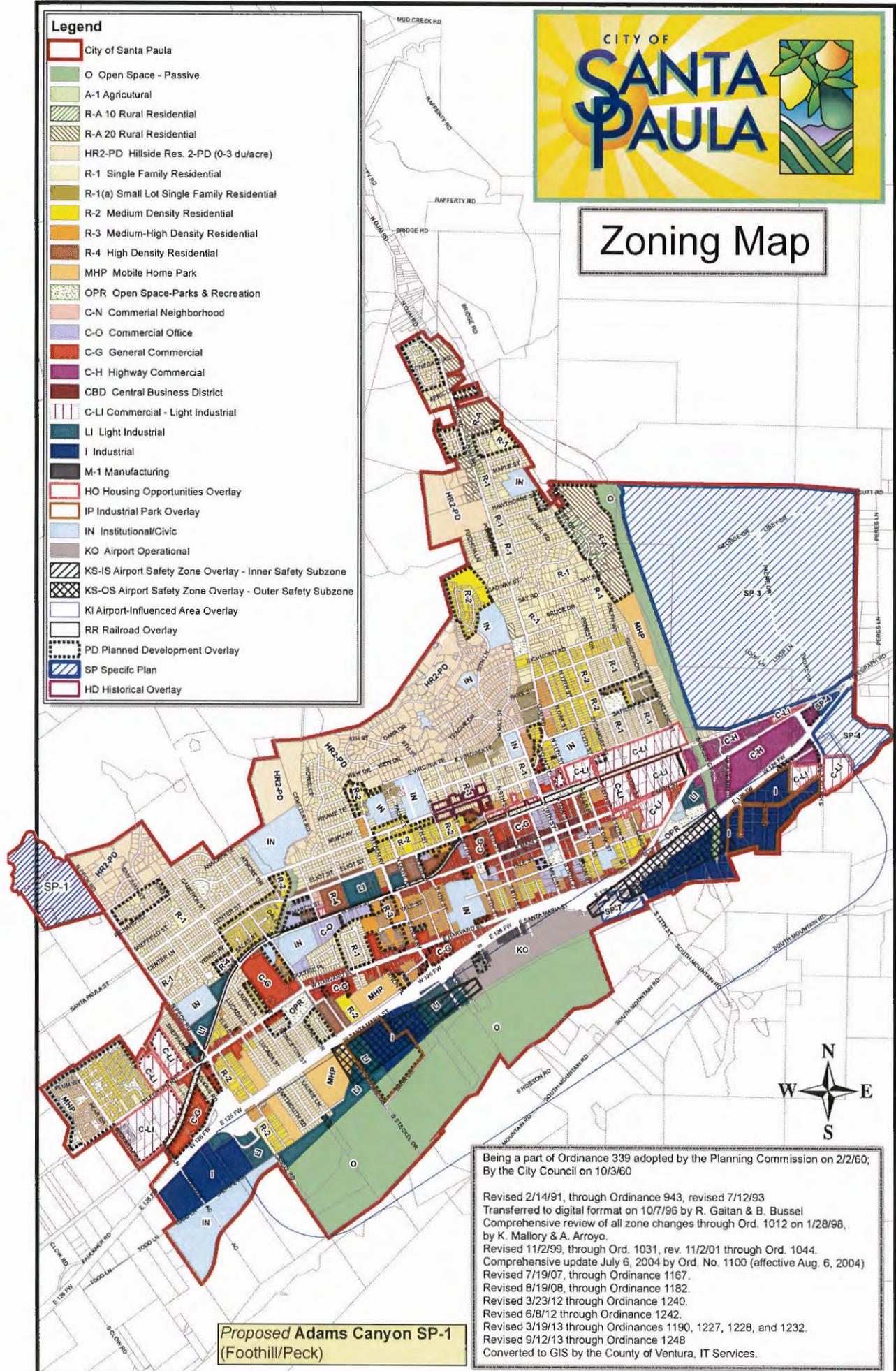
Exhibit C
Foothill/Peck (Tentative Map 5475) Specific Plan (SP-1)
Amended Zoning Map

Legend

- City of Santa Paula
- O Open Space - Passive
- A-1 Agricultural
- R-A 10 Rural Residential
- R-A 20 Rural Residential
- HR2-PD Hillside Res. 2-PD (0-3 du/acre)
- R-1 Single Family Residential
- R-1(a) Small Lot Single Family Residential
- R-2 Medium Density Residential
- R-3 Medium-High Density Residential
- R-4 High Density Residential
- MHP Mobile Home Park
- OPR Open Space-Parks & Recreation
- C-N Commercial Neighborhood
- C-O Commercial Office
- C-G General Commercial
- C-H Highway Commercial
- CBD Central Business District
- C-LI Commercial - Light Industrial
- LI Light Industrial
- I Industrial
- M-1 Manufacturing
- HO Housing Opportunities Overlay
- IP Industrial Park Overlay
- IN Institutional/Civic
- KO Airport Operational
- KS-IS Airport Safety Zone Overlay - Inner Safety Subzone
- KS-OS Airport Safety Zone Overlay - Outer Safety Subzone
- KI Airport-Influenced Area Overlay
- RR Railroad Overlay
- PD Planned Development Overlay
- SP Specific Plan
- HD Historical Overlay



Zoning Map



Being a part of Ordinance 339 adopted by the Planning Commission on 2/2/60, By the City Council on 10/3/60

Revised 2/14/91, through Ordinance 943, revised 7/12/93
 Transferred to digital format on 10/7/96 by R. Gaitan & B. Bussel
 Comprehensive review of all zone changes through Ord. 1012 on 1/28/98, by K. Mallory & A. Arroyo.
 Revised 11/2/99, through Ord. 1031, rev. 11/2/01 through Ord. 1044.
 Comprehensive update July 6, 2004 by Ord. No. 1100 (effective Aug. 6, 2004)
 Revised 7/19/07, through Ordinance 1167.
 Revised 8/19/08, through Ordinance 1182.
 Revised 3/23/12 through Ordinance 1240.
 Revised 6/8/12 through Ordinance 1242.
 Revised 3/19/13 through Ordinances 1190, 1227, 1228, and 1232.
 Revised 9/12/13 through Ordinance 1248
 Converted to GIS by the County of Ventura, IT Services.

Proposed Adams Canyon SP-1 (Foothill/Peck)

Attachment E
Resolution 6959 Approving Tentative Map and Growth Management Allocations

RESOLUTION NO. 6959

**A RESOLUTION APPROVING TENTATIVE MAP 5475 AND GROWTH
MANAGEMENT ALLOCATIONS FOR PROPERTY LOCATED AT FOOTHILL
AND PECK ROADS**

PROJECT NO. 2005-CDP-04

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

SECTION 1. *Recitals*. The City Council finds and declares that:

- A. On June 27, 2005, Del Investment Fund No. 9 Ltd, (Applicant) filed an application for a General Plan Amendment, Annexation, Rezoning/Zone Change, Specific Plan, Development Agreement, Tentative Map, and Growth Management Allocations in order to allow a 79-lot single-family hillside residential subdivision on an existing vacant undeveloped 32.5 acre lot. (the Project);
- B. The Project consists of the following:
 - 1. The City initiation of proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code §§56000, *et seq.*, the "Act") for a reorganization (annexation) that would concurrently annex territory to the City and detach this territory from the Ventura County Resource Conservation District, the Ventura County Fire Protection District, and County Service Areas Nos. 32 and 33;
 - 2. A General Plan Amendment, including without limitation, revisions to the Land Use Element;
 - 3. The project would include rezoning all of the project area including, without limitation, 32.5 acres as the Foothill/Peck Tract Map (TM 5475) Specific Plan (designated as "SP-1" by the Santa Paula Municipal Code ["SPMC"]) to permit up to 79 single family residential homes;
 - 4. A Zoning Map amendment;
 - 5. A Tentative Map (Tentative Map No. 5475);
 - 6. Development Agreement
- C. The Project was reviewed by City's Planning Department for, in part, consistency with the General Plan and conformity with the Santa Paula Municipal Code;
- D. The City Planning Department reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA"), the regulations promulgated there under (14 Cal. Code of Regulations

§§15000, *et seq.*, the "CEQA Guidelines"), and the City's Environmental Guidelines ("Santa Paula Guidelines"; CEQA, CEQA Guidelines and Santa Paula Guidelines collectively referred to as "CEQA Regulations");

- E. The Planning Department completed its review and scheduled a public hearing regarding the application before this Council for November 16, 2015;
- F. On November 16, 2015 the City Council opened a public hearing to receive public testimony and other evidence regarding the application including without limitation, information provided to the Council by the Applicant;
- G. This Resolution, 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 administrative record that is too voluminous to reference. .

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

- A. The Applicant is requesting approval to allow a 79-lot single-family hillside residential subdivision on an existing vacant undeveloped 32.5 acre lot. The project area is legally described as APN 097-0-020-085.
- B. An adjacent two acre parcel legally described as APN 097-0-020-070 is included with the project as part of the Annexation request; however no new development is proposed on this parcel.
- C. A 14-acre portion of a 132 acre parcel directly north and adjacent to the project site legally described as APN 038-0-090-295 is also included with the project as part of the Annexation request. This 14-acre portion will be graded for slope stabilization purposes.
- D. The project area is located outside of the City limits and is contiguous with the current city limit boundary. The property has a General Plan land use designation of Adams Canyon Expansion Area and is currently zoned Ventura County Agricultural Exclusive – 40 acres (AE-40). The area for the proposed development is currently vacant undeveloped hillside.
- E. The property is bounded by Foothill Road on the south and Peck Road the east. Hillside residential uses abut the project site on the east. Orchards and open space hillside area are adjacent land uses on the north, west, and south.
- F. The project site is located in the Adams Canyon Expansion Area. The Santa Paula General Plan intends for Expansion Areas to accommodate new urban growth and development.

SECTION 3: Conclusions. The City Council makes the following conclusions:

- A. The establishment of a new single family residential subdivision is not expected to have a negative impact on surrounding properties or the general neighborhood because the project will be required to comply with all applicable codes and development standards.
- B. The proposed use at the particular location is necessary or desirable to provide a service or facility which will contribute to the general convenience or welfare of the neighborhood or community because the project will contribute to the City housing stock by developing the current site into a hillside residential neighborhood, provide road infrastructure improvements to Foothill Road, provide retention facilities to reduce flood threats, and provide for the annexation of land that is within the City's Sphere of Influence and CURB and that is contiguous to the existing City boundaries. The project is also compatible with the existing, surrounding and planned land uses within the vicinity.
- C. The characteristics of the project are not unreasonable or incompatible with the types of uses in the surrounding area, such as other residential uses located adjacent to the project site. Any potential health and safety impacts have been addressed by requiring the applicant to comply with local and state regulations.
- D. The proposed use will not 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 because the project is a reasonable use on the property and will be compatible with nearby land uses.

SECTION 4: Environmental Review. This Resolution incorporates by reference the findings, analysis, and recommendations set forth in City Council Resolution No. 6957 which certifies the FEIR for the Project proposed by the Applicant.

SECTION 5: Tentative Map Findings. Pursuant to SPMC §16.80.160, the City Council makes the following findings:

- A. The Tentative Map is consistent with the objectives, policies, general land uses and programs specified in the General Plan because it promotes the following: Creates new dwelling units within an expansion area and in compliance with the Growth Management Ordinance (Population 1.b.b.), Provides for orderly urban expansion (Urban Expansion 4.10), Provides for the annexation of land that is within the City's Sphere of Influence and CURB and that is contiguous to the existing City boundaries (Urban Expansion 4.c.c. and 4.d.d), Provides a fiscal impact analysis showing that project is an overall financial benefit for the City (Urban Expansion 4.i.i and 4.j.j.), Provides a Specific Plan for the proposed annexation (Urban Expansion 4.k.k.), Subdivision provides a modified grid pattern of streets and park areas (Urban Form and Design 5(a) and 5(c)), Project pays for its costs of needed utility

services (Infrastructure 8.b.b.) and Provides development consistent with the Development Standards established for the Adams Canyon Expansion Area (Urban Expansion 39).

- B. The Tentative Map is consistent with the Specific Plan included with the project because it provides for new single family residential development that is consistent with the development and design standards established for the Project.
- C. The Tentative Map is consistent with the provision of the Development Code because the Project provides a Specific Plan that was developed as a tool for the systematic implementation of the Santa Paula General Plan. The Specific Plan establishes a link between implementing policies of the General Plan and the individual development proposal. The Specific Plan was developed by analyzing various components of the Santa Paula Municipal Code and various other policies and regulations.
- D. The Tentative Map promotes public health, safety, and general welfare, and serves the goals and purposes of the Development Code because the Specific Plan establishes detailed plans for future development within the Specific Plan area by providing: a designation of land uses, design of access and plan area circulation, location and sizing of infrastructure, phasing and thresholds of development, financing methods for public improvement, and establishment of design guidelines and standards of development.
- E. The Tentative Map is a necessary prerequisite to the orderly development of the surrounding area because the project will contribute to the City housing stock by developing the current site into a hillside residential neighborhood, provide road infrastructure improvements to Foothill Road, provide retention facilities to reduce flood threats, and provide for the annexation of land that is within the City's Sphere of Influence and CURB that is contiguous to the existing City boundaries.

SECTION 6: Growth Management Allocations:

- A. Seventy eight Growth Management Allocations (GMA) are requested. The proposed project is located on a single legal parcel. The applicant would be credited for one allocation. Approximately 1110 Growth Management Allocations were available as of January 1, 2015; therefore, competitive review is not required for this project.

SECTION 7: Approval. The City Council approves the following:

1. Tentative Map 5475 as set forth in attached Exhibit "A", which is incorporated by reference.
2. Growth Management Allocations for 78 units.

SECTION 8: *Reliance on the Record.* Each and all of the findings and determination in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by the substantial evidence in the records as a whole.

SECTION 9: *Limitations.* The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations of analysis of the project is lack of knowledge of future events. In all instances, best efforts were made to form accurate assumptions.

SECTION 10: *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 particular finding is not based in part on that fact.

SECTION 11: *Effectiveness.* This Resolution will take effect immediately upon adoption. This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 11: *Notice.* The City Clerk is directed to mail a copy of this Resolution to the Applicant and to any other person requesting a copy.

PASSED AND ADOPTED this 16th day of November, 2015.

John T. Procter
Mayor

ATTEST:

Judith Rice, City Clerk

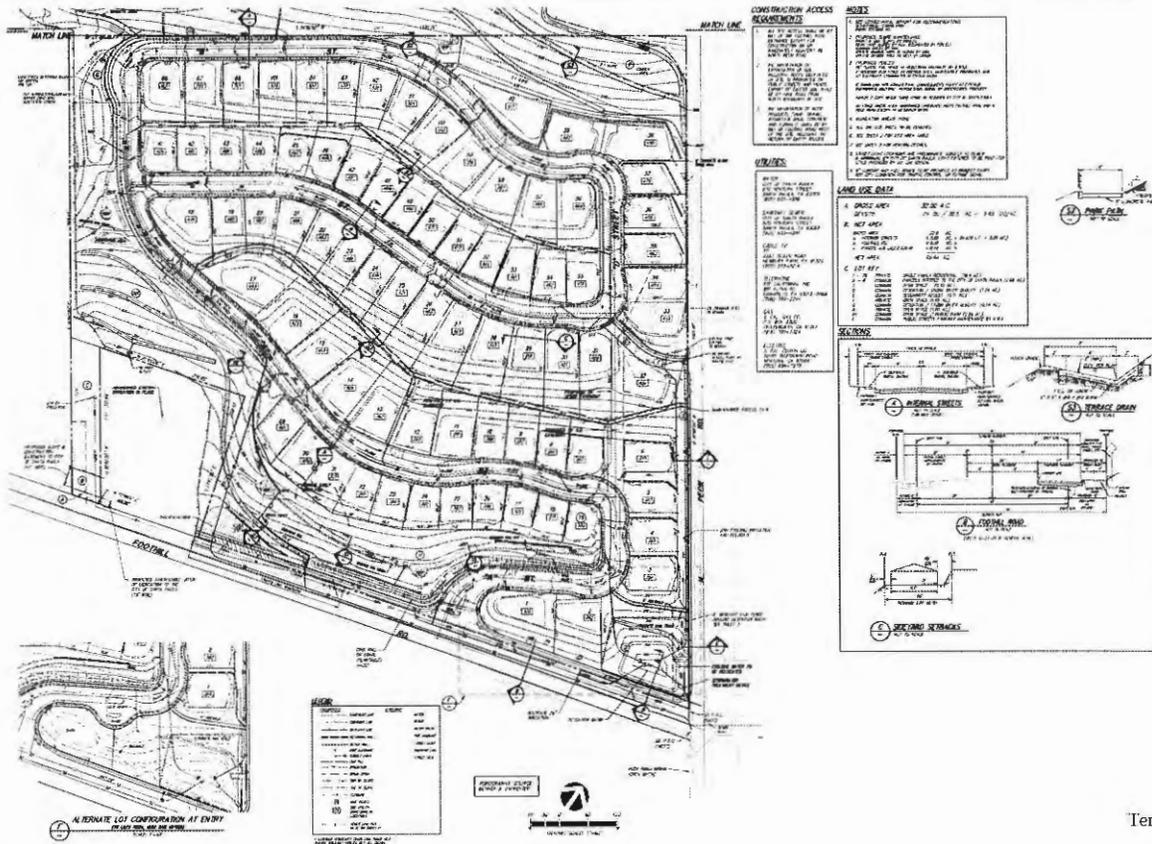
APPROVED AS TO FORM:

John C. Cotti, City Attorney

APPROVED AS TO CONTENT:

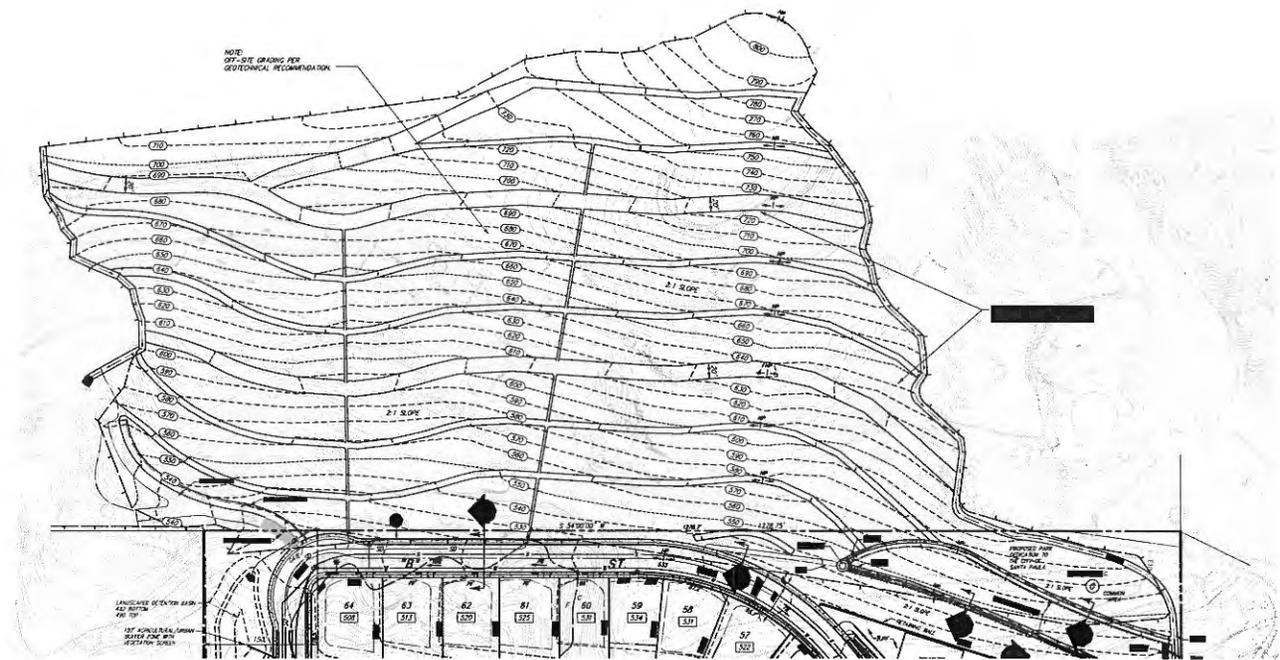
Jaime M. Fontes, City Manager

Exhibit A
Tentative Map 5475



Tentative Tract Map 5475

Figure 2-3
 City of Santa Paula



Off-Site Grading

Attachment F
Resolution 6960 Approving Annexation

RESOLUTION NO. 6960

A RESOLUTION APPROVING ANNEXATION AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO FILE AN APPLICATION INITIATING REORGANIZATION (ANNEXATION) PROCEEDINGS FOR REAL PROPERTY LOCATED WITHIN ADAMS CANYON EXPANSION AREA PROJECT NO. 2005-CDP-04

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

SECTION 1. *Recitals.* The City Council finds and declares that:

- A. On June 27, 2005, Del Investment Fund No. 9 Ltd, (Applicant) filed an application for a General Plan Amendment, Annexation, Rezoning/Zone Change, Specific Plan, Development Agreement, Tentative Map, and Growth Management Allocations in order to allow a 79-lot single-family hillside residential subdivision on an existing vacant undeveloped 32.5 acre lot. (the Project);
- B. The Project consists of the following:
 - 1. The City initiation of proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code §§56000, *et seq.*, the "Act") for a reorganization (annexation) that would concurrently annex territory to the City and detach this territory from the Ventura County Resource Conservation District, the Ventura County Fire Protection District, and County Service Areas Nos. 32 and 33;
 - 2. A General Plan Amendment, including without limitation, revisions to the Land Use Element;
 - 3. The project would include rezoning all of the project area including, without limitation, 32.5 acres as the Foothill/Peck (Tentative Map 5475) Specific Plan (designated as "SP-1" by the Santa Paula Municipal Code ["SPMC"]) to permit up to 79 single family residential homes;
 - 4. A Zoning Map amendment;
 - 5. A Tentative Map (Tentative Map No. 5475);
 - 6. Development Agreement
- C. The Project was reviewed by City's Planning Department for, in part, consistency with the General Plan and conformity with the Santa Paula Municipal Code;
- D. The City Planning Department reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*,

“CEQA”), the regulations promulgated there under (14 Cal. Code of Regulations §§15000, *et seq.*, the “CEQA Guidelines”), and the City’s Environmental Guidelines (“Santa Paula Guidelines”; CEQA, CEQA Guidelines and Santa Paula Guidelines collectively referred to as “CEQA Regulations”);

- E. The Planning Department completed its review and scheduled a public hearing regarding the application before this Council for November 16, 2015;
- F. On November 16, 2015 the City Council opened a public hearing to receive public testimony and other evidence regarding the application including without limitation, information provided to the Council by the Applicant;
- G. This Resolution, 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 administrative record that is too voluminous to reference. .

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

- A. The Applicant is requesting approval to allow a 79-lot single-family hillside residential subdivision on an existing vacant undeveloped 32.5 acre lot. The project area is legally described as APN 097-0-020-085.
- B. An adjacent two acre parcel legally described as APN 097-0-020-070 is included with the project as part of the Annexation request; however no new development is proposed on this parcel.
- C. A 14-acre portion of a 132 acre parcel directly north and adjacent to the project site legally described as APN 038-0-090-295 is also included with the project as part of the Annexation request. This 14-acre portion will be graded for slope stabilization purposes.
- D. The project area is located outside of the City limits and is contiguous with the current city limit boundary. The property has a General Plan land use designation of Adams Canyon Expansion Area and is currently zoned Ventura County Agricultural Exclusive – 40 acres (AE-40). The area for the proposed development is currently vacant undeveloped hillside.
- E. The property is bounded by Foothill Road on the south and Peck Road the east. Hillside residential uses abut the project site on the east. Orchards and open space hillside area are adjacent land uses on the north, west, and south.
- F. The project site is located in the Adams Canyon Expansion Area. The Santa Paula General Plan intends for Expansion Areas to accommodate new urban growth and development.

SECTION 3: Conclusions. The City Council makes the following conclusions:

- A. The establishment of a new single family residential subdivision is not expected to have a negative impact on surrounding properties or the general neighborhood because the project will be required to comply with all applicable codes and development standards.
- B. The proposed use at the particular location is necessary or desirable to provide a service or facility which will contribute to the general convenience or welfare of the neighborhood or community because the project will contribute to the City housing stock by developing the current site into a hillside residential neighborhood, provide road infrastructure improvements to Foothill Road, provide retention facilities to reduce flood threats, and provide for the annexation of land that is within the City's Sphere of Influence and CURB and that is contiguous to the existing City boundaries. The project is also compatible with the existing, surrounding and planned land uses within the vicinity.
- C. The characteristics of the project are not unreasonable or incompatible with the types of uses in the surrounding area, such as other residential uses located adjacent to the project site. Any potential health and safety impacts have been addressed by requiring the applicant to comply with local and state regulations.
- D. The proposed use will not 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 because the project is a reasonable use on the property and will be compatible with nearby land uses.

SECTION 4: General Plan Consistency. The proposed project would conform to the Santa Paula General Plan as follows:

- A. The Ventura Local Agency Formation Commission ("LAFCo") requires as a condition of reorganization (annexation) that the City of Santa Paula prezone the territory to be reorganized (annexed). If adopted, Ordinance No. 1259 would approve pre-zoning for the Property that is consistent with the General Plan designations. Pre-zoning designations become effective upon LAFCo's approval of the reorganization (annexation).
- B. The reorganization (annexation) will include approximately 50 acres comprising the Foothill/Peck (Tentative Map 5475) Specific Plan project area, which will be prezoned Adams Canyon Specific Plan (SP-1). The Foothill/Peck (Tentative Map 5475) Specific Plan proposes up to 79 single family residential homes in a hillside area.

- C. LAFCo is responsible for establishing jurisdictional boundaries of public agencies in accordance with the Act. One of LAFCo's duties is to encourage the orderly formation and expansion of local government agencies.
- D. The reorganization (annexation) area is within the City's Sphere of Influence and contiguous with the City's existing jurisdictional boundaries

SECTION 5: Annexation. Pursuant to SPMC §16.236.120, the City Council makes the following findings:

- A. The proposed annexation is consistent with the following goals, policies and objectives of the General Plan, Land Use Element because it promotes the following: Creates new dwelling units within an expansion area and in compliance with the Growth Management Ordinance (Population 1.b.b.), Provides a Specific Plan for the proposed annexation (Urban Expansion 4.k.k.), Subdivision provides a modified grid pattern of streets and park areas (Urban Form and Design 5(a) and 5(c)), Project pays for its costs of needed utility services (Infrastructure 8.b.b.) and Provides development consistent with the Development Standards established for the Adams Canyon Expansion Area (Urban Expansion 39).

The proposed annexation is consistent with General Plan Goals 4.1 through 4.10 because the request promotes orderly urban expansion of the city's boundaries, sustains and enhances the economic health of the community, and because the Property can be efficiently and economically served by City services. The project area is contiguous with the existing City boundary and is currently being served by City water services. Further, the proposed annexation is consistent with General Plan Policies 4.c.c, 4.d.d., 4.h.h., 4.j.j. and 4.t.t. because the annexation area is within the City's Sphere of Influence and is contiguous with the City's boundary.

- B. The proposed annexation will not adversely or significantly affect surrounding properties because the Project allows a single-family hillside residential subdivision similar in density, design, and quality compared to the adjoining existing residential neighborhood to the east. Furthermore, the proposed annexation is consistent with the goals, policies, and objectives described in the General Plan by promoting residential growth within an area designated for such use.

- C. The proposed annexation promotes public health, safety, or general welfare and serves the goals and purposes of the SPMC because Annexation will allow all properties to access local City services including, without limitation, police, fire, public works, water, and sewer.
- D. The City has sufficient capacity and ability for providing all City services upon annexation, or within a reasonable time of annexation. As a practical matter, the City already provides public services to the area in and around the Property – roads, water, public safety mutual aid, and sewer.
- E. That the proposed annexation will pay for itself and will not bring any fiscal or economic burden onto the City of Santa Paula based upon the Fiscal Impact Analysis prepared for the project. The annexation will add to overall City revenues as new assessed value is added to the city and population growth increases per capita-driven State subventions.

SECTION 6: *Environmental Review.* This Resolution incorporates by reference the findings, analysis, and recommendations set forth in City Council Resolution No. 6957 which certifies the FEIR for the Project proposed by the Applicant.

SECTION 7: *Approval.* The City Council takes the following action:

1. Approve the Annexation request for the purpose of reorganizing (annexing) the property shown on Exhibit A, in accordance with the Act.

SECTION 8: *Authorization.* The City Council authorizes the City Manager, or designee, to file an application with LAFCo for the purposes of reorganizing (annexing) the Property, in accordance with the Act.

SECTION 9: *Reliance on the Record.* Each and all of the findings and determination in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by the substantial evidence in the records as a whole.

SECTION 10: *Limitations.* The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations of analysis of the project is lack of knowledge of future events. In all instances, best efforts were made to form accurate assumptions.

SECTION 11: *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 particular finding is not based in part on that fact.

SECTION 12: Effectiveness. This Resolution will take effect immediately upon adoption. This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 13: Notice. The City Clerk is directed to mail a copy of this Resolution to the Applicant and to any other person requesting a copy.

PASSED AND ADOPTED this 16th day of November, 2015.

John T. Procter
Mayor

ATTEST:

Judith Rice, City Clerk

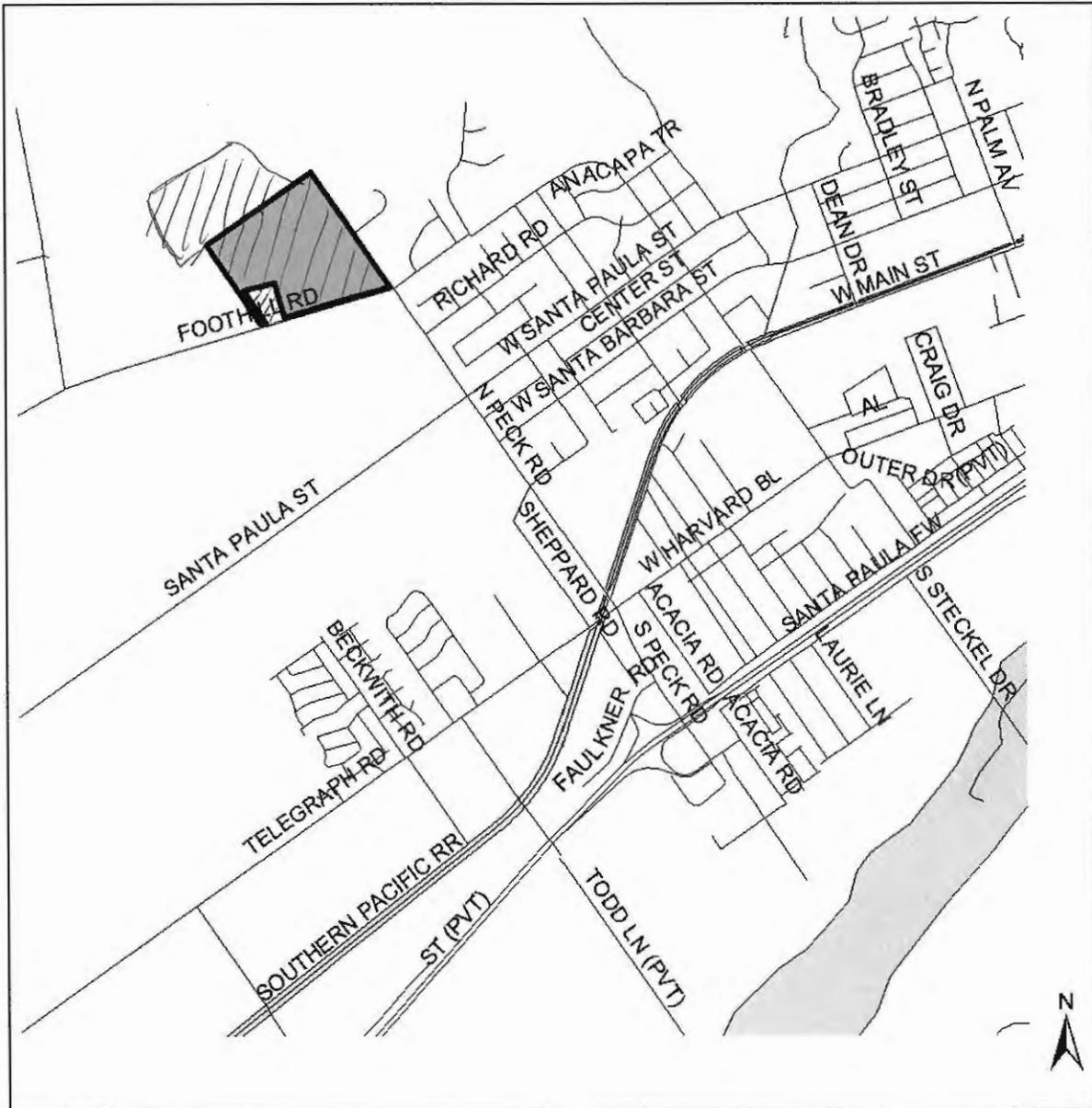
APPROVED AS TO FORM:

John C. Cotti, City Attorney

APPROVED AS TO CONTENT:

Jaime M. Fontes, City Manager

Exhibit A
BOUNDARY LOCATION OF THE FOOTHILL PECK ROAD TENTATIVE MAP 5475
PROJECT



Local Vicinity

Figure 2-2

City of Santa Paula



Exhibit B
FISCAL IMPACT ANALYSIS
(Previously Distributed)

Attachment G
Planning Commission Resolution 3732
April 28, 2015 Planning Commission Minutes and Staff Report, and
February 24, 2015 Planning Commission Minutes and Staff Report

Exhibit A

**RESOLUTION 3732
CONDITIONS OF APPROVAL**

Project No. 2005-CDP-04:

Located at the northwest corner of Foothill Road and Peck Road

In addition to all applicable provisions of the Santa Paula Municipal Code ("SPMC"), Del Investment Fund No. 9 Ltd. (Applicant) agrees for themselves, theirs, heirs and assigns that they will comply with the following provisions as Conditions for the City of Santa Paula's Approval of Project No. 2005-CDP-04 ("Project Conditions").

GENERAL CONDITIONS

1. The Resolution and these associated Conditions of Approval have been adopted with the knowledge, understanding and consent of the Property Owner/Applicant.
2. The Property Owner/Applicant must comply with all applicable ordinances, codes, regulations, policies, and conditions (including those herein) and pay all applicable fees and assessments to the City.
3. The Property Owner/Applicant's failure to comply with, or breach of, any Project Conditions may result in the amendment or revocation of this Permit, or any related permits, or other enforcement action, as may be appropriate in the case. The City may undertake such acts and incur such expenses as it may consider necessary to effect compliance, the cost thereof including without limitation, administration costs and recoverable attorney's fees, to be reimbursed by the applicant or current property owners, as may be appropriate in the case.
4. This permit is subject to an ongoing review. If at any time valid, substantiated complaints are received, a public hearing may be held before the Planning Commission, at the sole discretion of the City, to determine if any condition or the permit should be modified, amended or revoked.
5. The permit is granted for the subject Property only and is not transferable.
6. Any changes proposed to the nature of services provided at the facility will require approval from either the Planning Director or Planning Commission.
7. If applicable, plans submitted to the Fire Department, Inspection Services, for building permits must have the conditions printed directly onto the building plans and the Project number, "2013-CDP-05," in the title blocks of the blue prints for this Project.

PLANNING DEPARTMENT

8. Proper parking and circulation must be maintained on the subject property (ingress/egress).

9. Construction and operation activities must comply with Chapter 93 of the SPMC (Noise).
10. Any proposed signage is subject to review and approval by the Planning Department.
11. Lighting sufficient for safety purposes must be provided at entryways, along walkways, between buildings, and within parking areas.
12. The site must be kept clean and clear of trash, litter and debris.
13. The development must comply with required parking and driveway design standards.
14. All landscaped areas must be maintained in a neat and healthy condition.
15. All mechanical and electrical equipment, including ducting and piping, whether located on ground level or rooftop, must be screened from view. Such screening must be compatible with and complementary to the architectural style and detail of the structure that they serve and must be located in a position satisfactory to the Fire Marshall and the Planning Director or their designees.
16. If the Applicant proposes conditions, covenants, and restrictions (CC&Rs), the final CC&Rs or other association document for the subdivision must be reviewed and approved by the Planning Director and City Attorney before the City Council approves the final map. The applicant must pay for all costs associated with City Attorney review of such CC&Rs. Future changes to the CC&Rs are subject to the review and approval of the Planning Director and City Attorney.
17. For public safety purposes and to minimize nuisances to nearby residents during construction, the Applicant must submit a Traffic Management Plan indicating the times, dates, street routes, and any traffic control measures to be carried out during grading and/or construction activities along with grading plans submitted to the Building Department for plan check. As part of the traffic management plan, the Applicant is required to deliver a notice to affected residential properties in the vicinity of the project at least 48 hours before commencing grading and/or construction activities. The notice will be prepared by City staff, at Applicant's cost, and will serve to notify residents of the days, times, street routes, and traffic control measures taken during construction.

General/On-Going Requirements

18. This approval is valid per the terms and conditions of the associated Development Agreement within which time a Final Map must be recorded or a time extension granted.
19. The Planning Director may approve minor changes, but any substantial change will require the filing of a modification application to be considered by the Planning Commission.

20. Except as modified by the approved Development Agreement and Specific Plan for the Project, the project must comply with all requirements of the Santa Paula Development Code.
21. The project is subject to the following development standards:

TRACT 5475 DEVELOPMENT STANDARDS	
Max. Density	Development is approved for a maximum of 79 units
Min. Lot Area	6,000 square feet
Max. Lot Coverage	60% (max.)
Min. Lot Width – Interior Lot	60 feet
Min. Lot Width – Corner Lot	65 feet
Max. Building Height	35 feet (two and one-half stories)
Min. Dwelling Unit Size	750 square feet
Distance between dwelling unit buildings (min.)	10 ft.
Front yard setback (min.)	20 feet
Side yard setback – interior lot (min.)	10 feet
Side yard setback – corner lot (min.)	10 feet
Rear yard setback – single- story (min.)	10 ft.
Rear yard setback – second story (min.)	20 feet
Off-street parking requirements (minimum)	<ul style="list-style-type: none"> • Single-family homes with 0-4 bedrooms are required to have at minimum a 2-car garage. • Single-family homes with 5 or more bedrooms are required to have at minimum a 3-car garage. • Street parking would facilitate guest and visitor parking in addition to on-site home owner parking and would follow SPMC parking regulations in §16.46.

Interior garage dimensions (minimum)	10 ft. by 20 ft. per vehicle
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FIRE DEPARTMENT

- 22. The applicant must comply with all Santa Paula Municipal and California Fire Code requirements that apply to this project

BUILDING AND SAFETY

- 23. The project must fully comply with the current California Building, Plumbing, Mechanical, and Electrical Codes.

PUBLIC WORKS

Public Works General Conditions.

- 24. The Owner/Applicant must comply with the Mitigation Monitoring and Reporting Program (MMRP) that was prepared as a part of the approved Environmental Impact Report (EIR) for this project and all of the mitigation measures identified therein. The MMRP is incorporated into these conditions by reference.
- 25. Pursuant to Section 52.021 of the Santa Paula Municipal Code, water rights shall be conveyed when the property is annexed to the City of Santa Paula. The applicant must convey water rights to the City of Santa Paula in the amount of 125 % of the project water demand the proposed development would impose.
- 26. Before the City issues building permits, the Applicant is responsible to pay a water connection fee and service connection fee and recycling water fee per unit. (The applicant must pay the reclaimed water fee, \$3,667.00 per unit).The use of recycled water is subject to State policy and the California Water Code Section 13551. The use and approval of recycled water for agricultural, commercial, construction, industrial, landscape, and/or recreational impoundments, and wild life habitat will be regulated by the City of Santa Paula, the California Department of Health Services, and Regional Water Quality Control Board.
- 27. On-site and Off-site utility service must be installed underground in accordance with requirements in effect at the time a building permit is issued. Existing utilities must be undergrounded in accordance with SPMC 53.12. Before issuance of a building permit, the Developer must post a bond, or other surety approved by the City Attorney, guaranteeing said undergrounding.
- 28. The applicant must retain an engineer licensed in the State of California, and registered in accordance with the appropriate provisions of the business and Professional Code, to ensure that the construction work conforms to the approved improvement plans (public improvements, rough grading and fine grading) and specifications and to provide certified "as-built" plans after project

completion. Submittal of the certified "as-built" plans will be required before and as a condition of final acceptance of the development by the City.

29. All Public Works construction shall be performed by a California State Class A Licensed contractor.
30. All onsite streets shall be private and to be maintained by the Homeowner's Association (HOA) with easements to the City for water and sewer mains only. This applies to gated and non-gated developments.
31. The applicant must provide legal access to North Peck Road for the emergency access shown on the proposed site plan.
32. During construction, all construction activities must comply with Chapter 93 of the SPMC regulating noise and construction activities. The general contractor or other person responsible for construction must place a notice of the construction hours and noise limitations at all entrances to the construction zone.
33. During construction, all construction equipment and vehicles must be stored or parked on the subject site, and must not be stored or parked on City streets, except as may be permitted by the City Engineer for a specified temporary period through written authorization or as agreed upon as a result of the Construction Management Plan to be developed and reviewed and approved by the City.
34. All existing public and private roads during construction or reconstruction must remain open for traffic at all times with adequate detours during actual construction.
35. Applicant must obtain all necessary regulatory permits (City, County, State or Federal). Copies of permits must be provided prior to issuance of a grading permit.
36. During construction, the construction plans must incorporate Best Management Practices applicable to the development for the review and approval by the City Engineer.
37. During construction, development must be undertaken in accordance with conditions and requirements of the Ventura Countywide Stormwater Quality Impact Management Program (SQUIMP), 2002 National Pollution Discharge Elimination System (NPDES) Permit No.CAS004002. The Project construction plans must incorporate Best Management Practices applicable to the development for the review and approval of the City.
38. Before final inspection and/or occupancy, the developer must repair or replace any damaged infrastructure within the public right-of-way at the direction of the City Engineer.
39. Upon annexation, the proposed project shall be included in the City of Santa Paula Geological Hazardous Abatement District ("Santa Paula GHAD"). The established GHAD shall finance the prevention, mitigation, abatement, or control of

any current or future geologic hazard that threatens improvements on the proposed project. The GHAD shall be responsible for the maintenance or repairs of any detention basins, hydromodification facilities and other stormwater pollution control applications constructed for this project. Said GHAD shall be established according to Public Resources Code §26500 et seq.

Tentative Tract Map:

40. As part of the Tentative Map, Applicant must submit adequate drainage calculations and hydraulic design to ensure that upstream areas and the project site will drain to a safe point of discharge.
41. The Final Map must be recorded with the Ventura County Recorder's Office before the City issues grading permits.
42. All required public and private service improvements (streets, water, sewer, drainage, lighting, and other utilities) must be completed within a period of 12 months from the date of the recording of the final map. Developer may ask for an extension.
43. All requirements of any other law or agency of the State of California and any other governmental entity applicable to this development must be met.
44. Any existing wells must be filled, capped, and abandoned in conformance with the Ventura County Environmental Health Department's requirements.
45. All grading, building pads, light fixtures, street and utility improvements must be completed simultaneously. Phasing of these improvements is not permitted. Upon submittal of grading permits, the applicant/developer must show how these improvements will be carried out, which will be subject to review and approval of City.
46. Subsequent changes proposed by the applicant/developer to the tentative map or conditions of approval will require the filing of a modification application to be considered by the City Council.
47. Applicant must reimburse City for all attorney fees expended by City, which are directly related to the processing of this development/project. Grading permits will not be issued until all attorneys' fees billed to date are paid.
48. The owner/applicant shall pay all Public Works fees associated with the Final Map review and approval.

Before the City issues Permits for Site Improvements:

49. All improvement plans and related documents must be submitted together and include plans for, without limitation, Final Map, grading, streets, drainage, sewer, water and other appurtenant improvements. In addition, a master utility plan must be submitted showing the layout and location of all the on-site and off-site utility

facility improvements of the subdivision and consistent with the tentative map. The plan submittal must also include construction cost estimates and all pertinent engineering design calculations. The final map may not be recorded until the Public Works Department has approved the improvement plans.

50. All improvement plans, construction cost estimates, soils reports, geology reports, and all other pertinent engineering design calculations must be submitted to City concurrently with grading plans.
51. All improvements within the public right of way or proposed public right of way must be built in compliance with the City of Santa Paula Standards and in accordance with the current edition of "Standard Specification for Public Works Construction."
52. All improvements must be bonded in accordance with "Subdivision Map Act" before recordation of the Final Map if the improvements are not finished before recordation of the final map. All improvements must bond for 100% of approved cost estimate to construct improvements Before Bond Release or Bond Reduction of the improvements and prior to acceptance of the improvements by the City; "As Built" for the improvements have to be accepted by the City and recorded.
53. Applicant must improve the existing off-site 2,350-foot long drainage ditch along Peck Road and install an open trapezoid channel. The proposed design and calculations must be approved by the Public Works Department.
54. The applicant must design and construct downstream sewer main improvements from manhole #2E12 to manhole to manhole #2D44 in accordance with the City wastewater Sewer Master Plan in order to accommodate the additional demand on the exiting wastewater collection system resulting from the proposed development. Said sewer main improvements shall be paid for by the applicant.
55. Detailed drainage analysis must be submitted per City Standards, addressing the tributary drainage flows, on-site improvements, and effect on downstream property.
56. Before the issuance of grading permits, a thorough evaluation of any public street structural road section, to include parkway improvements from a qualified soils engineer, must be submitted to the City Engineering Division for review during the construction of the public streets. This must be submitted in a tabular form including street name, classification, ADT and traffic index.
57. Soils reports, "R" values, and compaction tests are required on all streets. Determination of actual structural section must be based on the State highway design procedure with the specific traffic index supplied by the Public Works Department. A minimum of 12-inch portion (more if necessary) of the subgrade material must be reworked and re-compacted to the required densities at optimum moisture content shown in the R-value test. The project must have a traffic index of 6.5 for all on-site streets and an 8.0 at Foothill Road. The minimum thickness of all asphaltic concrete shall be 4 inches.

58. The conditions of this resolution prevail over all omissions, conflicting notions, specifications, dimensions, typical sections, and the like, which may not be shown on the improvement plans.
59. Cost of the inspections related to on-site and off-site improvements must be borne by the Applicant.
60. Applicant is responsible for all actions of its contractors and subcontractors until such time as City has accepted the improvements.
61. Applicant must install the required drainage facilities concurrently with the rough grading operations or provide an interim drainage and erosion control plan, and construct interim improvements with prior approval from the Public Works Department, for mitigating any potential flooding and erosion adversely affecting adjacent properties and public right-of-way.
62. Applicant shall have the onsite storm drain system designed to comply with the Ventura County Watershed Protection District's criteria requiring the peak flow discharge after development to not exceed the peak flow under existing conditions under any frequency of event.
63. Applicant must obtain certified fire flow test, at its expense, to determine and check for the fire flow requirements. The test must be certified by a mechanical, civil, or fire protection engineer. Permits must be obtained from the Public Works Department. Results of the test must be sent to the Fire Department and the Public Works Department. Before the City issues building permits, the plans submitted to the Fire Department must show that there is sufficient water velocity to supply both the domestic water and fire sprinkler systems. A minimum of a 1-inch service is required and a minimum of 50 psi for each pad. Water meters shall comply with the City's adopted automatic meter reading technology.
64. The public streets and right-of-way, lot drainage, grading, storm drain, utility and stormwater quality improvements must conform to the approved tentative tract map and these conditions of approval to the satisfaction of the City Engineer.
65. Applicant/future property owner(s) must provide access to the property for dry utility and cable operators.
66. Before the City issues building permits, all applicable Public Works permits and fees must be obtained and paid for.
67. Before the City issues grading permits, a soils report must be reviewed and accepted by the Public Works Department before the City will approve the Project. Please submit this report with your building plans to the Fire Department.
68. Before the City issues grading permits, an erosion control plan must be prepared and submitted to Public Works with the construction drawings. All cut and fill slopes must be protected by erosion control measures immediately upon completion of grading. All disturbed soil must be protected with erosion control

matting or approved vegetation immediately upon completion of grading and site improvements, to the satisfaction of the City Engineer. Erosion control devices must be installed at all perimeter openings and slopes. No sediment is to leave the job site. All newly graded surfaces not immediately involved in construction must have some method of erosion protection, i.e., mulching, fiber fabrics, planting, or tackifier. Contact Public Works for an inspection request and review of erosion control measures.

69. All grading performed must conform to the SPMC, California Building Code, and recommendations by the Soils Engineer, with prior review and approval by the City Engineer. The Applicant/Developer must conform to all applicable notes given on the grading plan cover sheet and grading permit.
70. Plans submitted to City must include a Street Lighting Plan and fixture details for Planning and Public Works Department review and approval.
71. The Applicant shall increase the area of the topographic survey to include an area of 100 feet beyond the proposed development. Said topographic survey shall be shown on the improvements plans of this Project.
72. Applicant must protect the building pads of all structures from the effect of a 100-year storm run-off.
73. Applicant must show on the plans that each dwelling will be served by a separate utility service or meter.
74. Before the City issues building permits, the Owner/Applicant must pay the total estimated mitigation fees in accordance with SPMC Chapter 160.
75. Before the City issues building permits, a separate sewer connection fee must be paid for each unit.
76. Before the City issues building permits, the Applicant must submit a deposit of \$2,000.00 for the atlas fee for underground utilities to cover the cost of updating the storm drain atlas.
77. Before the City issues building permits, an encroachment permit must be obtained from Public Works Department for construction activities or work within the public right-of-way. The improvements must be constructed to the requirements outlined in the City standard drawings.
78. The applicant will dedicate the public utilities to the City once they are complete and accepted by the Public Works Department.
79. The Applicant must submit a deposit for construction inspection services. The Public Works Director will determine the deposit amount.
80. Before construction, the Applicant must provide to the City in writing, the designation of an authorized representative who has complete authority to

represent and to act for the developer. The authorized representative must be present at site of the work at all times while work is actually in progress on the development. Arrangements acceptable to the City must be made for any emergency work; which may be required. When orders are given by the City to the Applicant's representative, to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and said orders are not immediately acted upon by such person, the City may do or have such work done by others at the Applicant's expense.

81. Before the City issues grading / building permits, the Applicant must comply with the City Construction and Demolition (C&D) program whereby 50% by weight of the construction / demolition material are diverted from a landfill. Contact Public Works to discuss at (805) 933-4212 ext. 0.

Before Acceptance of Site Improvements

82. All water, sewer, gas, underground power, cable TV, or telephone lines, or conduits or underground drain lines must be installed before any paving is placed.
83. Water system improvements must be constructed on and offsite to the satisfaction of the City Engineer. These improvements will consist of the installation and test of backflow devices approved by the Ventura County Health Department. A single, combination connection to be provided for each residence, with separate backflow preventers for domestic, landscape, and fire prevention systems. The size of the fire services will be subject to approval of the Fire Chief. All services must be connected to the existing water main by the City forces or by a Contractor who is duly licensed and accepted by the Public Works Director to perform the work.
84. The Homeowner's Association will be responsible for the continued maintenance of the detention basin(s). Provide legal documentation that legally binds the Homeowner's Association to this obligation. Maintenance must be conducted in such a manner as to avoid potential mosquito breeding.
85. All improvements to public right-of-way must be completed as shown in the approved plans and to City standards. Street improvements must include curbs and gutter, sidewalks, pavement, street lights, traffic control devices, and street name signs as shown on the tentative map and as required by City standards and the General Plan.
86. The Applicant shall construct new sidewalk, curb and gutter along the north side of Foothill Road, along the frontage of this development, as directed and approved by the Public Works Director.
87. The Applicant must construct and maintain storm detention basins as indicated on the tentative map. The storm detention basins must be constructed to meet all City standards and be maintained in accordance with a maintenance agreement approved as to form by the City Attorney. Maintenance responsibilities of the storm drain basins shall be accomplished and funded through a maintenance

agreement with a Home Owners Association as approved by the Public Works Director.

88. The Applicant is responsible for the maintenance and operation of all BMP improvements. A method of assuring the implementation and maintenance of all storm water Best Management Practices must be established; including without limitation, landscaping which must be properly maintained with efficient irrigation to reduce runoff and promote surface filtration and minimize the use of fertilizers and pesticides that can contribute to urban runoff pollution. The method will be subject to the review and approval of the City of Santa Paula City Engineer.
89. Detention basin(s) and drainage courses must be covered by private easement. Instruments covering recordation and delineation of easements must be shown on the tract map for approval.
90. All easements for water/sewer mains must have a minimum width of 15 feet. Water/sewer mains or storm drains must be located at the center of the given easement when no other utility conflicts.
91. Water, recycled water, and sewer mains must have a minimum horizontal separation of 10 feet. When any deviation from the minimum separation exists, the City will make a determination on a case-by-case basis.
92. No City maintained water and sewer system will be allowed on private property, unless within an approved easement.
93. Adequate provisions must be made to intercept and conduct the on-site drainage flows within and from the site in a manner, which will not adversely affect adjacent or downstream properties.
94. Developer must apply for and receive National Pollutant Discharge Elimination System permit from the Regional Water Quality Board.
95. The developer shall provide a dedicated parcel to the City for construction and operation of a Booster Pump Station as approved by the City Engineer.
96. The applicant must coordinate with affected utility companies and obtain any permits as necessary for the development of this project.
97. A digitized drawing file of the sewer improvement plans, in a City's compatible CAD system, must be submitted along with original Mylars.
98. Applicant must set all monuments required by the Subdivision Map Act before its bond is released.
99. Applicant must enter into a Subdivision Agreement with the City to install and construct all improvements as required by the conditions of approval for the subdivision provisions of the SPMC and must post security satisfactory to the City Attorney guaranteeing the installation and construction of all required

improvements within the time period specified, herein or an approved time extension.

Grading.

100. All erosion and sediment control plan and permit must be submitted to, and approved by the Public Works Department prior to any land disturbance. Plans are to be submitted prior to, or with, the grading plans.
101. Water spraying or other approved methods must be used during grading operations to control fugitive dust.
102. The applicant must submit plans and obtain separate building permits for required retaining walls.
103. The applicant must obtain a Grading Permit from the County of Ventura Public Works Department for all grading conducted in the County. Said Grading Permit must be submitted to the City Public Works Department prior to obtaining a Grading Permit from the City.
104. Any exported soil transported on City streets will require a separate Encroachment Permit. Additionally, the applicant will be responsible pay all applicable fees to the City for any damages to streets and pre & post video of truck route.
105. Grading plans complying with the provisions of Appendix Chapter 33 U.B.C. and the City of Santa Paula Development Code must be submitted to incorporate all the recommendations of the soils and geology reports and must be reviewed and approved by the soils engineer and the geologist prior to the issuance of grading permits.

VENTURA COUNTY AIR POLLUTION CONTROL DISTRICT

106. All non-road diesel powered equipment used on-site for preparation and construction activities, including site earthmoving and grading operations, shall meet or exceed the Best Available Control Technology (BACT) requirements specified in the California Air Resources Board's In-Use Off-Road Diesel Vehicle Regulation. This requirement shall not apply to equipment used to respond to an emergency condition on or in the vicinity of the project site.
107. All non-road diesel powered equipment used on-site for site preparation and construction activities, including site earthmoving and grading operations, shall be registered in the California Air Resources Board Diesel Off-road On-line Reporting System (DOORS).
108. Prior to commencement of earthwork operations, the permittee shall submit documentation to the satisfaction of the City of Santa Paula and the Ventura County Air Pollution Control District that all non-road diesel powered equipment used onsite for site preparation and construction activities, including site earthmoving and grading

operations, are registered in the California Air Resources Board's Diesel Off-road On-line Reporting System and meets or exceeds requirements specified in the California Air Resources Board's In-Use Off-Road Vehicle Regulation. Such documentation shall be submitted to the City of Santa Paula and the Ventura County Air Pollution Control District for any applicable equipment brought on-site subsequent to commencement of earthwork operations. Moreover, all such documentation shall be maintained and made available to the City of Santa Paula and the Ventura County Air Pollution Control District for the duration of project construction.

SPECIAL CONDITIONS

109. The 14 acres north of the Project site and designated for grading and slope stabilization must be included with the Annexation request.
110. There will be no haul truck traffic routes on Peck Road during grading of the Project.
111. Applicant will work with Ventura County to provide and implement the following types of traffic improvements: more stop signs at the intersection of Peck Road and Foothill Road, and improvements to warn and slow east-bound traffic on Foothill Road.
112. Re-vegetation for the canyons and the haul roads to the north of the property will meet Ventura County standards and, if there are tiers of standards, will meet the highest tier of Ventura County standards.
113. The Applicant agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of Project No. 2005-CDP-04. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the City approval of Project No. 2005-CDP-04, the Applicant agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "the City" includes the City of Santa Paula's elected officials, appointed officials, officers, and employees.

By signing this document, the Applicant certifies that he has read, understood, and agrees to the project conditions listed in this document.



Del Investment Fund No. 9 Ltd., Applicant

6/3/2015
Date

MINUTES OF THE CITY OF SANTA PAULA
PLANNING COMMISSION
Tuesday, April 28, 2015
6:30 P.M.

CALL TO ORDER: Chairman Gail "Ike" Ikerd – 6:32 p.m.

PLEDGE OF ALLEGIANCE: Vice Chairman Fred Robinson

ROLL CALL:

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

Absent Commissioner John Wisda

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

FINAL AGENDA: Agenda final as submitted

PUBLIC COMMENT: No public comment

CONSENT CALENDAR:

A. Minutes of the Planning Commission Meeting on February 24, 2015

ACTION: It was moved by Vice Chairman Robinson, seconded by Commissioner Demers to approve the minutes as submitted. Commissioner Sommer abstained due to his absence from the February 24th meeting. All others were in favor and the motion carried.

ORDER OF BUSINESS:

A. Project No. 15-CI-04: 2015-16 Capital Improvement Plan in Conformity with the Santa Paula General Plan Pursuant to Government Code § 65401.

Location: Various locations Citywide

Applicant: City Initiated

Staff Presentation – Report, John Ilasin, City Capital Projects Engineer

Recommended Action: Adopt Resolution No. 3733 documenting conformance of FY 2015-16 Capital Improvement Program with the General Plan.

ACTION: Commissioner Demers moved to adopt Resolution No. 3733 approving Project No. 15-CI-04, seconded by Vice Chairman Robinson. All were in favor and the motion carried.

CONTINUED PUBLIC HEARING:

A. Project No. 05-CDP-04: A request for General Plan Amendment, Annexation, Zone Change, Specific Plan, Development Agreement, Tentative Tract Map, and Growth Management Allocations in order to allow a 79-lot single-family hillside residential subdivision on an existing vacant undeveloped 32.5 acre lot.

- **Location:** Approximately 32.5 acres located north of Foothill Road and west of Peck Road (APN Nos. 097-0-020-085 and 097-0-020-070)
 - **Applicant:** Del Investment Fund No. 9, Ltd.
 - **General Plan:** Adams Canyon Expansion Area
 - **Zoning:** Agricultural Exclusive (AE-40) – Ventura County
 - **Environmental:** Action is requested certifying a Final Environmental Impact Report and adoption of a Mitigation Monitoring Program pursuant to California Environmental Quality Act (CEQA) Guidelines per §15090.
- Staff Presentation – Report, Stratis Perros, Deputy Planning Director

Recommended Action: Adopt Resolution No. 3732 recommending approval to the City Council for Project No. 2005-CDP-04 for General Plan Amendment, Annexation, Zone Change, Specific Plan, Development Agreement, Tentative Tract Map, and Growth Management Allocations in order to allow a 79-lot single-family hillside residential subdivision on an existing vacant undeveloped 32.5 acre lot subject to the Conditions of Approval.

City/Applicant Comments:

Joe Power, City EIR Consultant, Rincon Consultants, reviewed the City's responses to the April 6, 2015 comment letter received from the County of Ventura. They are as follows: 1.) Procedurally, LAFCo will decide on whether 14 acres north of development site needs to be annexed into the City, and this decision will not impact the EIR. LAFCo has informally expressed that this area does need to be annexed. 2.) Upon closer examination, only two of the three canyon fill sites previously proposed in the EIR may be needed. Three sites were proposed only as the maximum needed, for CEQA purposes. 3.) A concern raised by the County over the Project was actually about one of the Project alternatives, rather than the Project itself. 4.) Water needs for the Project site will be addressed by a possible agreement with Farmers Mutual, or water will be trucked in, both with negligible environmental impacts. LAFCo does retain the right to require Applicant to do further analysis if unforeseen impacts arise. 5.) Perceived inconsistencies regarding impact on roads to be used by Project trucks were adequately

addressed by the EIR, though any unforeseen but necessary widening of dirt roads could be revisited under CEQA. 6.) and 7.) Both City and County will be responsible for monitoring portions of the proposed mitigation measures. 8.) Multiple geotechnical studies, including a peer review, have been done for the Project and are more than sufficient under CEQA. 9.) Multiple Special Status Animal and Plant Surveys have also been done for the Project. 10.) Water course issues, downstream impacts, and hydrology concerns of the Project have been extensively and adequately addressed by the best practices outlined in the EIR.

Commissioner Demers asked how one of the main concerns previously raised, that of slope stability and the necessity for grading to carry over onto parcels adjacent to the Project site, has been addressed.

Mr. Power responded that the Applicant could better answer why that grading may be needed and exactly what the plan is, though his understanding is that an agreement exists between Applicant and the owner of that property.

Mike Piszker, Project Consultant for Anderson-Hagaman, urged the Planning Commission to approve the Project as proposed and offered to answer any outstanding questions. Mr. Piszker stated the Project has been in the works for a very long time, and they feel they have left no stone unturned.

Mr. Piszker continued, the grading and water issues of the Project will actually benefit the City, as the grading will stabilize the hillside and the drainage will resolve the flooding issues on lower Peck Rd.

Regarding Commissioner Demers' grading question, Mr. Piszker stated that the Applicant and the Mitchell family, owners of the parcel in question, have long had an easement for grading that allows for uniformity in grading across property lines.

Public Comment:

- Commissioner Sommer moved to reopen Public Comment for this item, limited to 3-5 minutes each due to the large number of speakers. Commissioner Demers seconded the motion. All were in favor, and Chairman Ikerd reopened Public Comment at 6:55 p.m.

Verification of Posting Notice: Not required for Continued Item, previously Noticed.

Declaration of Conflicts: None

Declaration of Ex Parte Contacts:

- Vice Chairman Robinson mentioned the same ex parte contact as he previously declared at the February 24, 2015 Planning Commission Meeting: two prior informational meetings with the Applicant over a six-year period, one as a Santa Paula City Councilmember and one as a Santa Paula Planning Commissioner.

- Commissioner Demers also mentioned the same ex parte contact as he previously declared at the February 24, 2015 Planning Commission Meeting: one prior informational meeting with the Applicant and tour of the proposed 05-CDP-04 project site.

Bill Ramirez, resident at 543 San Juan St., yielded his speaking time to Richard Main, resident at 15888 Foothill Rd., also in attendance.

Robin Boscarelli, resident at 533 Peck Rd., also yielded her speaking time to Mr. Main.

Michael Dalo, resident at 15635 Foothill Rd., opposes the Project based on several factors, not the least of which is the 18 months of injurious noise, pollution and rodent displacement it will cause. Mr. Dalo stated he feels the Project is incompatible with the agricultural/rural areas to the north, south, and west of the site. Mr. Dalo continued that he has walked these 32.5 acres purchased by Del Investments, and they are simply a terrible place to build, especially considering the ancient landslide area on the property; variances should not be allowed to cover for bad investment decisions.

Patti Fulbright, resident at 419 Trent Lane and Principal at Blanchard Elementary School, stated her alarm at the prospect of 50 dirt-carrying trucks per hour coming down Peck Rd. and passing directly in front of Blanchard School, five days a week, for six months, as proposed. Ms. Fulbright stated the emissions, noise, and traffic safety issues the trucks would cause may lead to tragic results, especially with no crosswalk or crossing guard in front of the school. Ms. Fulbright stated she does not necessarily oppose the entire Project, just this portion of it, and hopes an alternative, such as a cease-and-desist order on trucking for one hour in the morning and afternoon, can be found.

Jeanne Wade, resident at 798 Foothill Rd., spoke on the dangers of the Foothill/Peck intersection just outside her home. Ms. Wade stated she is concerned that increased traffic brought by the project will worsen the problem intersection, and that the red curb and bump strips recently added by the City have been largely ineffective. Ms. Wade stated she is also concerned about the noise and pollution that will be caused by the dirt trucks, and the possible flooding issues caused by the grading.

Richard Main, resident at 15888 Foothill Rd., commented that he has spoken with several architects, engineers, etc. regarding the proposed grading and retaining walls, and they all share his concerns about the advisability of disturbing that earth, especially if it rains. Mr. Main noted the emissions and gasses caused by the Project will far exceed acceptable levels, and questioned why these homes are even needed, with the 1,500 homes of the East Area 1 development on the horizon. Mr. Main also questioned where the water needed during construction would come from, with City residents already being asked to reduce their usage. Mr. Main stated he feels that the entire Project is being treated as an exception to the stipulations of the General Plan, and questions the transferability of any granted permit to another party that may purchase the land from Del Investments.

Ali Fox, resident at 552 Munger Dr., stated she and her family oppose the Project based on potential traffic issues and air quality concerns.

Alex Marinos, resident at 351 S. Steckel Dr., spoke on behalf of himself and his mother-in-law, Saundra Phillips, resident at 710 W. Harvard Blvd. Mr. Marinos is a parent of a kindergartener at Blanchard School, and shares the concerns regarding truck traffic and pollution, though he stated he is neither for nor against the Project as a whole.

Donna Rose, resident at 201 S. Steckel Dr. and Assistant Superintendent for Santa Paula Unified School District, referenced concerns in the letter sent by Superintendent Gamino and reiterated that the District itself takes no position on the development, only the traffic and student safety issues involving truck trips past Blanchard School. Ms. Rose noted the District recognizes the truck trips down Peck Rd. are only a proposed alternative, rather than the main plan, but even having them as a possibility is cause for concern. Ms. Rose stated the District hopes that, should such an alternative be considered, the developer would work with the District on mitigating any dangers.

Erich Fleming, resident at 514 Munger Dr., echoed previously stated concerns regarding air pollution, noise, congestion and traffic caused by construction and development.

Steve Van, resident at 117 N. Peck Rd., stated he recalls a long-ago cleaning of Adams Canyon, and the associated rumbling of trucks down Peck Rd. vibrating his home. Mr. Van stated he is also seriously concerned about the added traffic on Peck Rd. that will come with nearly 80 new homes and associated vehicles. Mr. Van stated he feels if a developer is to be allowed to build in Adams Canyon, they can pay to widen Peck Rd., or enlarge Beckwith Rd. or Briggs Rd. as an alternative route.

Graciela Soltero, resident at 350 Towns Ct., stated she opposes the Project based on the noise and pollution caused by construction and truck trips.

Anthony and Anne-Marie Grumbine, residents at 793 Foothill Rd., stated they have seven children with health issues, asthma and allergies that will be aggravated by the dust and pollutants caused by construction. Mr. and Mrs. Grumbine stated they are also very concerned about the existing, severely dangerous traffic issues in the Foothill/Peck intersection area being worsened by the Project. Mr. and Mrs. Grumbine also feel that such a large development is out of character with the more singular developments that have traditionally gone in the surrounding neighborhoods.

Close Public Hearing: Chairman Ikerd closed Public Hearing at 7:35 p.m.

Commissioner Questions/Comments:

Commissioner Sommer requested Staff to show where the proposed fill sites/canyons were located in relation to the Project site. Upon seeing the fill sites were located north of the site, Commissioner Sommer questioned why any trucks could need to come down Peck Rd.

Deputy Director Perros responded that trucks would not be coming down Peck Rd. as part of the main proposal. Rather, the main proposal calls for all haul trucks to take roads north from the site and avoid Peck Rd. altogether.

Vice Chairman Robinson asked if "Option 6" – the alternative proposal to bring haul trucks down Peck Rd. – was something new.

Deputy Director Perros responded that Option 6 was always included in the plan, but the Applicant's intention was to haul the dirt according to the main proposal, avoiding any roads south of the site. Deputy Director Perros also noted that the County has indicated their preference for Option 6, relocating dirt to other receiver sites.

Vice Chairman Robinson strongly stated his understanding is that the Applicant was in no way proposing truck trips in front of Blanchard School as part of their proposal this evening; Deputy Director Perros confirmed this as correct.

Commissioner Demers asked who owns the 14 acre parcel immediately to the north of the Project site.

Deputy Director Perros responded that 14 acres is part of a larger 130 acre site currently owned by RE Futures, though ownership is in limbo due to bankruptcy issues.

Commissioner Demers asked if ownership status would interfere with the ability to get the necessary approvals to use that land.

Deputy Director Perros responded that there is a grading easement for the 14 acres and a grading easement to allow the transport of dirt from the project site across that property that would carry over, regardless of ownership.

Commissioner Demers asked if there is a plan for revegetation of the fill sites and road areas affected by the Project.

Deputy Director Perros responded that revegetation would be required, along with repairs to any existing roads damaged by the Project.

Commissioner Demers asked if improvements to the Foothill/Peck intersection could be added as a reasonable Condition of Approval to the Project.

Deputy Director Perros responded that it could be added as a Condition, however jurisdictional issues surrounding the roads remain, and the current County traffic study does not warrant signalization of that intersection, so the City is limited in what it can do.

Commissioner Demers asked if there were any alternatives to reduce the proposed density, thereby increasing the lot size, included in the Proposal, and if such a consideration would affect the financial viability of the Project.

Deputy Director Perros responded that Santa Paula voters approved Measure A in 2003, a portion of which modified the City CURB line and specifically allowed develop-

ment of this 32.5 acre parcel with approximately 80 homes. The General Plan calls for residential use in the Project area, and this is a residential project within the allowed density of HR-2 zoning. The EIR does contain less-dense and reduced-grading alternatives; however the Project, as proposed, is consistent with existing requirements.

Vice Chairman Robinson stated he likes the water retention and street-flooding mitigation plans included in the Project, but questioned where the water needed during construction and grading would come from, and how much would be required.

Deputy Director Perros responded that water would be needed to abate dust, and the Project plans prohibit grading work on windy days as another abatement measure. Most needed water would come from City supplies, via metered hydrant filling; some could come from agreements with farmers near the site.

Vice Chairman Robinson asked if large retaining walls would be visible as part of the Project site.

Deputy Director Perros answered that there would be some terracing and grading walls on the hill, but not to the extent of other areas in town, and some walls would be hidden by landscaping.

Vice Chairman Robinson stated that the County and City need to step up and fix the Foothill/Peck intersection, and asked if this Project included Beckwith Rd. as an alternative.

Deputy Director Perros responded that there are proposed projects in the pipeline that could involve the widening and/or extension of Beckwith and surrounding roads, but the majority of that land is protected SOAR property, so building roads through it is not that simple.

Vice Chairman Robinson asked if an approval this evening would solve the issues between the City and County expressed in the letters exchanged regarding the Project.

Deputy Director Perros replied that the issues would remain, regardless of approval, as the Planning Commission was only the first of many steps still required, including approval from the City Council, LAFCo, a discretionary grading permit from the County, etc.

Chairman Ikerd stated he is opposed to any truck traffic going down Peck Rd., regardless of approval this evening. He is also appreciative of the Applicant's hard work in getting the Project this far, and of the public's continued interest and involvement.

Deputy Director Perros suggested to Chairman Ikerd that perhaps the Commissioners could add the prohibition of truck traffic on Peck Rd. as a Condition of Approval.

RECESS: Chairman Ikerd recessed the Planning Commission Meeting at 8:02 p.m. in order to allow Applicant, Staff and Counsel to review and discuss proposed additions to Conditions of Approval (as stated in Action below).

RECONVENE: Chairman Ikerd reconvened the Planning Commission Meeting at 8:35 p.m.

ACTION: Commissioner Demers moved to adopt Resolution No. 3732 recommending approval to the City Council for Project No. 2005-CDP-04, subject to the existing Conditions of Approval with the following points of emphasis:

1. Recommend 14 acres north of the Project site used for slope stabilization be included with annexation request.
2. No haul truck traffic routes on Peck Road during grading of Project.
3. Developer will work with County to include traffic controls (i.e. stop signs) at the intersection of Peck and Foothill Roads, and traffic calming of eastbound vehicles on Foothill Rd.
4. Revegetation of canyons and haul roads north of Project will meet the highest tier of County standards.

Chairman Ikerd seconded the motion. All were in favor under roll call vote, and the motion carried.

ORDER OF BUSINESS: None

CONTINUED BUSINESS: None

NEW BUSINESS: None

CITY COMMUNICATIONS:

- **June 2015 expiration of Planning Commission terms for Chairman Ikerd and Commissioner Wisda.** Chairman Ikerd reminded those interested in applying or reapplying for Planning Commissioner that they must contact the City Clerk for an application, and submit by the 4:00pm deadline on May 7, 2015.

REQUEST FOR FUTURE AGENDA ITEMS: None

ADJOURNMENT: Chairman Ikerd adjourned the meeting at 8:44 p.m.

NOTICE: Actions by the Planning Commission on the above items cannot be appealed to the City Council after **4:30 p.m. Friday, May 8, 2015.** Be advised that if you bring a legal challenge to a Planning Commission decision, you may be limited to raising only those issues you or someone else raised at the meeting or in written correspondence delivered to the Planning Commission at or before the meeting.

Stratis Perros, Deputy Planning Director

**STAFF REPORT
PLANNING COMMISSION MEETING**

TO: Members of the Planning Commission
FROM: Stratis Perros, Deputy Planning Director
DATE: April 22, 2015

SUBJECT: Project No. 2005-CDP-04: A request for General Plan Amendment, Annexation, Rezoning/Zone Change, Specific Plan, Development Agreement, Tentative Map, and Growth Management Allocations in order to allow a 79-lot single-family hillside residential subdivision on an existing vacant undeveloped 32.5 acre parcel located at the northwest corner of Foothill and Peck Roads.

BACKGROUND

On February 24, 2015, the Planning Commission opened the public hearing, received the staff presentation and public testimony regarding the Project, and began discussion of the Anderson Hagaman proposal to construct 79 new single family residential homes on vacant land near the intersection of Foothill and Peck Roads. Just prior to the February Planning Commission hearing, City staff received comment letters from County agencies (i.e. including Ventura County Planning, Watershed Protection District and LAFCo), whereby they raised questions pertaining to the Response To Comments contained in the Final Environmental Impact Report (FEIR). Based on the County's request for additional time to review the FEIR, the Planning Commission voted 3-0 to continue the item to the April 28, 2015 regular Planning Commission meeting to allow City staff to meet and address specific concerns raised by Ventura County agencies.

ACTION SUMMARY

The Planning Commission also received public testimony pertaining to the frequent number of accidents at the intersection of Foothill and Peck Road. On March 2, 2015, the City Council received a staff presentation about proposed changes to the intersection. (Attachment F). The City Council voted to approve recommendations by the Traffic Safety Committee including new warning beacons, warning signs, guardrails, and red curb painting. These improvements should occur within the next couple of months.

On March 10, 2015, City staff and its environmental consultant (Rincon Consultants) met with Ventura County Planning and LAFCo representatives to discuss specific issues pertaining to the project. Although the 32.5 acre parcel owned by the applicant would be annexed to the City, County Planning staff raised concerns about portions of the project, such as the 14-acre slope above the project and the canyon fill areas, which would remain within County jurisdiction. County Planning also noted that the Mitigation Monitoring and Reporting Program measures identified in the FEIR would need to be accepted by the County during its discretionary review of the project. On April 6, 2015, County Planning provided a letter summarizing the ten primary issues that remain outstanding from the March meeting (Attachment A).

In reply to the County letter, Rincon Consultants provided responses to all ten items (Attachment B). This letter seeks to address the concerns raised by the County.

On April 8, 2015, City staff met with the Applicants and explained the concerns raised by the County. The Applicants are aware that immense amount of grading generated by their project will require further discretionary review by the County. Also, the Applicant is aware that LAFCo staff may not support the project if the Mitigation Measures are not agreed upon by the County.

ALTERNATIVES

The following alternatives are available to the Planning Commission:

1. Adopt Resolution No. 3732 recommending approval to the City Council for Project No. 2005-CDP-04 for General Plan Amendment, Annexation, Zone Change, Specific Plan, Development Agreement, Tentative Tract Map, and Growth Management Allocations in order to allow a 79-lot single-family hillside residential subdivision on an existing vacant undeveloped 32.5 acre lot subject to the conditions of approval.
2. Adopt Resolution No. 3732 recommending approval to the City Council for Project No. 2005-CDP-04 for General Plan Amendment, Annexation, Zone Change, Specific Plan, Development Agreement, Tentative Tract Map, and Growth Management Allocations in order to allow a 79-lot single-family hillside residential subdivision on an existing vacant undeveloped 32.5 acre lot *subject to modifications to the conditions of approval required by the Planning Commission.*
3. Continue the public hearing in order to obtain further information or for the Applicant to revise the plans.
4. Deny the Applicant's request for Project No. 2005-CDP-04 and direct staff to revise Resolution No. 3732 to reflect the findings for denial.

RECOMMENDATION

Adopt Resolution No. 3732 recommending approval to the City Council for Project No. 2005-CDP-04 for General Plan Amendment, Annexation, Zone Change, Specific Plan, Development Agreement, Tentative Tract Map, and Growth Management Allocations in order to allow a 79-lot single-family hillside residential subdivision on an existing vacant undeveloped 32.5 acre lot subject to the conditions of approval.

Attachments:

Attachment A – April 6, 2015 Ventura County Planning Letter

Attachment B – Rincon Consultants Response Letter

Attachment C – Planning Commission Resolution No. 3732

Attachment D – February 24, 2015 Planning Commission Minutes

Attachment E – February 24, 2015 Planning Commission Staff Report

Attachment F – Additional Comment Letters

Attachment A
April 6, 2015 Ventura County Planning Letter

county of ventura

April 6, 2015

Stratis Perros
City of Santa Paula
970 Ventura Street
Santa Paula CA 93060

Re: **Follow-up to March 10, 2015 Meeting:**
City of Santa Paula Tract No. 5475
Final EIR for TM 5475

Dear Mr. Perros:

County staff appreciates the City staff's efforts to coordinate with the County Planning Division on the subject project. As you know, the County of Ventura provided extensive written comments on the TM 5475 project by memorandum dated March 28, 2013 (attached). The March 10, 2015 meeting was held between City and County staff to discuss the issues identified in 2013 that remain unresolved. This letter is a follow-up to our meeting and serves to summarize the primary issues that remain outstanding.

Comments:

- 1. Cut slope area:** County and LAFCO staff stated that the current proposal to annex only the 32-acre housing area and not the adjacent cut slope is unsupported. The 14-acre engineered cut slope area is integral to the subdivision project and will require long-term maintenance. This maintenance must remain the responsibility of the owners of the subdivision under the regulatory authority of the permitting agency, the City of Santa Paula.

The Subdivision Map Act Implications of the annexation of a portion of the adjacent parcel are adequately addressed in the attached March 27, 2015 email from County Permit Coordinator, Winston Wright. In summary, the annexation of a portion of the adjacent property where the proposed cut slope is to be located is subject only to decision-making by the City of Santa Paula.
- 2. Refined Fill Site Plan:** The proposed FEIR was revised to include a "refined fill site plan." The inclusion of this plan renders the project description inadequate because the responses to comment included in the FEIR state that the feasibility of this plan has not yet been determined. CEQA case law does not allow future studies to determine feasibility. (See FEIR Comment 7.3)
- 3. Export of Excess Fill:** The FEIR describes an alternative titled "Export Excess Fill to Construction Sites" and states that "the material will not be sold." These



concepts appear to be in direct conflict. In any case, pursuant to Section 3501 of the SMGB regulations, recovery of materials from a stockpile constitutes mining operations subject to the Surface Mining and Reclamation Act (SMARA). Given the volume of material, the export of excess fill to construction sites would trigger SMARA whether or not the material is sold. (See FEIR comment 7.8)

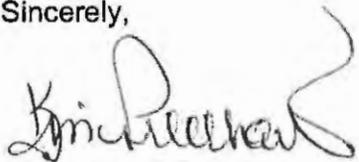
4. **Drainage and water systems:** The 14-acre engineered cut slope would require water for the maintenance of landscaping used for aesthetics and erosion control. If this water is to be provided by the City of Santa Paula, it would require LAFCO approval. The FEIR does not adequately address how water service to this slope will ultimately be provided. The response to comment references a variety of options but none are analyzed in the FEIR. In addition, the engineered slope would include a series of drainage features that would ultimately convey water into the City's urban drainage system. The extension of the City's drainage system into the County unincorporated area presents unresolved issues of maintenance responsibility. Given the water service, drainage connection, and ongoing maintenance issues, LAFCO staff has recommended that the 14-acre cut slope area be annexed to the City as part of any associated residential project.
5. **Impacts of road widening:** The statement in the FEIR responses to comment that the extent of road widening is "unknown" at this time is inconsistent with other statements that existing roads will be used. The current condition of the existing roads can be evaluated and the scope of needed improvements estimated and analyzed for environmental impact. (See FEIR comments 7.11 and 7.15)
6. **Mitigation measure BIO-3(b):** This measure mixes the authority of the County Planning Director with that of the City Attorney. Measures that are required in the County are not subject to review by the City Attorney. (See FEIR comment 7.11)
7. **Mitigation measure BIO-2(b):** This measure mixes the authority of the County Planning Director with that of the City Attorney. Measures that are required in the County are not subject to review by the City Attorney. (See FEIR comment 7.14)
8. **Mitigation measure GEO-4(b):** This measure requires future studies to determine feasibility in violation of CEQA. Mitigation measures that rely on future studies are not adequate under CEQA.
9. **FEIR Impact BIO-1:** Based on the FEIR, it does not appear that any survey effort was made to identify the presence of the 14 Special Status Animals listed in the FEIR as potentially occurring on the project site. The FEIR concludes that there will not be a significant impact on any of these species because of the general availability of "native habitat." This conclusion is not adequately supported by a detailed analysis of each species occurrence on the affected lands. For example, the 14 Special Status species include amphibians, reptiles,

birds, and mammals with diverse habitat requirements which may not be equally distributed across the project site. No specific information is presented in the FEIR regarding the presence of certain species or the availability of certain habitat types. The FEIR analysis is incomplete and the conclusions reached are unsupported by substantial evidence. (See FEIR Comment 7.10)

10. Downstream impacts to watercourses from the proposed fill sites. The FEIR did not fully respond to County comments regarding downstream impacts on erosion and sedimentation into downstream watercourses (e.g. Adams Canyon Barranca, Santa Clara River). The FEIR includes a "refined fill site plan" that excludes Fill Site 2, which could reduce alterations to the watershed and associated potential negative downstream effects, but this alternative plan is only provisional. Therefore, that the current alternative (3 fill sites) should be regarded as part of the Project Description. The analysis in the FEIR would more directly address Ventura County's comments by providing the following: 1) a more explicit treatment of the post-build out hydrology of the Fill Sites and associated downstream areas, 2) an explicit evaluation of the potential impacts of altered storm water flows in this area on erosion and sedimentation into downstream watercourses, and 3) inclusion of Best Management Practices specifically tailored to preventing erosion and downstream habitat impacts associated with the Fill Sites. Finally, a detailed native plant Re-vegetation Plan for the fill areas should be included as a biological mitigation measure to further ensure prevention of significant downstream impacts to watercourses.

Thanks again for your willingness to consider the County's comments on the proposed project and proposed FEIR. Should substantial changes be proposed to the project or proposed FEIR, County staff is ready to meet to discuss the proposed revisions.

Sincerely,



Kim Prillhart, Planning Director
RMA Planning Division

Attachments:

1. 3-27-15 email by W. Wright
2. 3-28-13 County Memorandum of comment on the DEIR

CC: Brian Baca, RMA Planning Division
Rosemary Rowan, RMA Planning Division
Kai Luoma, Executive Director, LAFCO

Attachment B
Rincon Consultants Response Letter

**Response to
March 10, 2015 County of Ventura Letter
TM 5475 Final EIR**

The County of Ventura submitted a follow-up letter responding to the City of Santa Paula's response to the County's comments on the TM 5475 Draft Environmental Impact Report (EIR) that was circulated for public review in February 2013. Responses to this follow-up later, which is dated, April 6, 2015, follow (response numbers correspond to the numbered comments in the letter).

Response 1

This comment does not pertain to the adequacy of the EIR, but rather is directed at the nature of the applicant's proposal. The comment appears to suggest (as was suggested at the March 10, 2015 meeting referenced in the letter) that the 14-acre cut slope area directly north of the property proposed for annexation to the City of Santa Paula must also be annexed so that it is subject only to decision-making by the City. As discussed in the Draft and Final EIRs, the applicant has a grading easement for the 14-acre area in question, which needs to be graded in conjunction with the proposed development in order to stabilize a landslide that underlies the area. The applicant is not proposing to annex this 14-acre area (and, in fact, does not own the area) and the applicant's proposal is reflected in the EIR.

It is possible that the Ventura County Local Agency Formation Commission (LAFCo) will not approve annexation of the applicant's property without also annexing the 14-acre area in question and, at the March 10, 2015 meeting, a LAFCo representative indicated that staff might not support the annexation in its current configuration. However, that is a procedural question that would need to be sorted out when the project goes before the LAFCo, following any City approval.

It is not anticipated that annexing the 14-acre area would have any significant environmental impacts beyond those identified in the Final EIR. However, if the LAFCo requires annexation of this area and determines that such annexation would or may have additional significant environmental effects, then it may require some kind of supplementary environmental document at that time.

Response 2

This comment suggests that the Final EIR incorrectly defers a feasibility analysis for a "refined fill site plan" that was included in response to County comments on the Draft EIR. This comment is based on a misunderstanding of how the refined fill site plan is used in the EIR. The refined fill site plan was developed in response to a County comment on the Draft EIR in order to illustrate the fact that the placement of fill in unincorporated County canyons north and west

of the proposed development site likely would not require all three canyons shown in the Draft and Final EIRs. However, the Final EIR project description still includes all three canyons as possible fill sites and the EIR analysis is still based on filling of all three canyon areas. Consequently, the Final EIR considers the maximum level of impact associated with filling all three canyons with dirt. The EIR does not defer any analysis or mitigation. To the contrary, it considers a scenario that exceeds the level of impact that would actually occur and provides for mitigation beyond what will likely be required.

Response 3

This comment confuses several unrelated sentences in the Final EIR. The statement that "the material will not be sold" is from Reponse 7.8 of the Final EIR. This response refers to the proposed project (which involves placement of dirt in the canyons), not the "Export Excess Fill to Construction Sites" alternative. There is no indication in the Final EIR that dirt would not be sold if it is taken to construction sites under the Export Excess Fill to Construction Sites alternative.

As suggested, implementation of the Export Excess Fill to Construction Sites alternative may be subject to the Surface Mining and Reclamation Act (SMARA). The applicant would need to obtain any required permits prior to sale of dirt. This is not a process that would involve the County, however, as such permits are issued by the State Mining and Geology Board.

Response 4

As noted in Response 2.4 of the Final EIR, the project applicant may consider such options as an agreement with Farmers Mutual or trucking in of water for irrigation of the 14-acre area north of the area proposed for annexation. There is no evidence that the limited amount of irrigation needed for this area would create any significant environmental effects under either of these options, either of which could be readily implemented. With respect to any drainage system improvements within the 14-acre area, such improvements would be maintained by the project applicant or developer of the proposed residential project whether this area is ultimately annexed to the City or not. Regardless of which jurisdiction this area is within, it is not anticipated that ongoing agency monitoring of the irrigation system would be needed.

Response 5

Contrary to what the commenter suggests, the statement that the extent of widening of dirt roads to access potential fill sites is unknown is not inconsistent with statements that existing dirt roads would be used for hauling. Existing dirt roads would be used and generally appear to be adequate for hauling of dirt. Nevertheless, the Final EIR acknowledges that widening of roads in some areas may be needed and notes that such widenings may contribute to significant biological impacts. If it is determined that any needed widenings would create significant environmental effects beyond those identified in the Final EIR and such widenings would

require any discretionary approvals, supplemental environmental evaluation may be needed under CEQA.

Response 6

This comment suggests that a mitigation measure required in the County is not subject to review by the City Attorney. The MMRP for the project identifies both the Santa Paula Planning Department and Ventura County as being responsible for monitoring implementation of components of Measure BIO-3(b). As part of this monitoring, both agencies must ensure appropriate replacement of habitat. The measure and monitoring requirements give both the City and the County authority to review components of the measure that are within their purview and ensure that the requirements of both parties are met. Of course, this would require cooperation between the City and County, but meeting the requirements of the County does not preclude City Attorney review of the replacement plan as to form, as stipulated in Measure BIO-3(b).

Response 7

This comment again suggests that a mitigation measure required in the County is not subject to review by the City Attorney. The mitigation monitoring and reporting plan (MMRP) for the project actually identifies the Santa Paula Planning Department as being responsible for monitoring implementation of Measure BIO-2(b). As part of this monitoring, the Planning Department must ensure that a habitat replacement plan has been developed and approved by both the California Department of Fish and Wildlife (CDFW) and Ventura County. The measure and monitoring requirements give both the City Attorney and the County authority to review components of the measure that are within their purview and requires the City Planning Department to ensure that the requirements of both parties (and CDFW) are met prior to issuance of a grading permit.

Response 8

The measure referenced in this comment relates to a final geotechnical evaluation to develop specific design parameters for individual building pads and foundations. As discussed in Final EIR Section 4.5, the proposed project has undergone several geotechnical investigations and peer review of these investigations to confirm that the general parameters of the proposed grading program are feasible and would not cause significant environmental impacts. The mitigation measure provides for specific requirements that must be met and a specific approval process for the final engineering design of the project.

The level of geotechnical review undertaken as part of the EIR is consistent with CEQA's requirements. Regardless, this measure is not within the County's purview as it involves review and approval of the final geotechnical evaluation by the City's Public Works Director.

Response 9

The contention that no survey effort was made to identify special status animals is incorrect. As discussed in Final EIR Section 4.3, *Biological Resources*, field surveys of the project site were conducted on April 1, 2008 and May 7, 2008. Both of these surveys were aimed at both plant and animal species. An additional survey for plants and animals was conducted on January 22, 2014 to confirm that project area conditions had not changed substantively since the time of the earlier surveys. Contrary to what the comment suggests the Final EIR identifies specific habitats onsite (Figure 4.3-1) and specifically identifies special status plant and animal species that may be present onsite (Tables 4.3-2 and 4.3-3). It should also be noted that at the March 10, 2015 meeting referenced in the County's letter, the County Biologist specifically stated that the biological resources analysis conducted as part of the Final EIR generally meets the County's requirements for biological studies.

Response 10

The three fill sites mentioned in this comment remain part of the Final EIR project description and are what is proposed by the applicant. As discussed in Response 2, the refined fill site plan illustrates one possible method by which the overall impact of placing fill in the canyon areas may be reduced to below what is identified and analyzed in the Final EIR.

With respect to hydrological impacts and best management practices (BMPs), Final EIR Section 4.8, *Hydrology and Water Quality*, discusses potential impacts to hydrological conditions based on County of Ventura Public Works Hydrology Manual and Stormwater requirements. Measures HYD-1 and HYD-3 provide specific BMPs that would apply to all aspects of the project as well as specific water quality standards that must be met.

Several mitigation measures in Section 4.3, *Biological Resources*, provide specific parameters for replacement of native plants, wetland habitats, and oak woodland that may occur as a result of the proposed project. Final EIR measures identify the level of replacement that must occur and provide for specific processes and approvals to ensure the development and implementation of replacement plans. The specific requirements of final approved revegetation plans would be subject to negotiations between the applicant, the City, the County, and CDFW as well as the specific requirements placed on the project as part of CDFW and other regulatory permits. As noted in Response 9, the County Biologist has indicated that the biological resources analysis conducted as part of the Final EIR generally meets the County's requirements for biological studies.

MINUTES OF THE CITY OF SANTA PAULA
PLANNING COMMISSION
Tuesday, February 24, 2015
6:30 P.M.

CALL TO ORDER: Chairman Gail "Ike" Ikerd

PLEDGE OF ALLEGIANCE: Vice Chairman Fred Robinson

ROLL CALL:

Commissioners present: Chairman Gail "Ike" Ikerd, Vice Chairman Fred Robinson, Commissioner John Demers

Absent Commissioners John Wisda and Michael Sommer

Staff Present: Planning Director Janna Minsk, Deputy Planning Director Stratis Perros, Assistant City Attorney Gregg Kettles, Interim Public Works Director Brian Yanez, Consulting City Engineer Randy Toedter, and Planning Assistant Tom Tarantino

FINAL AGENDA: Agenda final as submitted

PUBLIC COMMENT: No public comment

CONSENT CALENDAR:

A. Minutes of the Planning Commission Meeting on January 27, 2015

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

PUBLIC HEARING:

A. Project No. 05-CDP-04: A request for General Plan Amendment, Annexation, Zone Change, Specific Plan, Development Agreement, and Tentative Tract Map in order to allow a 79-lot single-family residential hillside subdivision on an existing vacant undeveloped lot.

- **Location:** Approximately 35 acres located north of Foothill Road and west of Peck Road (APN Nos. 097-0-020-085 and 097-0-020-070)
- **Applicant:** Del Investment Fund No. 9, Ltd.
- **General Plan:** Adams Canyon Expansion Area
- **Zoning:** Agricultural Exclusive (AE-40) – Ventura County

- **Environmental:** Action is requested certifying a Final Environmental Impact Report and adoption of a Mitigation Monitoring Program pursuant to California Environmental Quality Act (CEQA) Guidelines per §15303.

Verification of posting notice: Chairman Ikerd confirmed with the Planning Assistant that the Notice of Public Hearing was properly advertised and posted.

Declaration of conflicts: None

Declaration of ex parte contacts:

- Vice Chairman Robinson stated he had two prior informational meetings with the Applicant over a six-year period, one as a Santa Paula City Councilmember and one as a Santa Paula Planning Commissioner.
- Commissioner Demers stated he had one prior informational meeting with the Applicant and tour of proposed 05-CDP-04 project site.

Open public hearing: Chairman Ikerd opened the Public Hearing at 6:35 p.m. and called upon staff to present the item.

- Staff Presentation – Report, Stratis Perros, Deputy Planning Director

Recommended Action: Adopt Resolution No. 3732 recommending approval of Project No. 05-CDP-04 subject to the Conditions of Approval identified in the Resolution; and recommending certification of the Final Environmental Impact Report and adoption of the Mitigation Monitoring Program pursuant to California Environmental Quality Act (CEQA) Guidelines per §15303.

Public Comment:

Commissioner Demers expressed concern over public safety and liability issues that may result from the project's intent to exceed/waive the 25-foot height standards for manufactured slopes stipulated in the Santa Paula Municipal Code (SPMC).

Deputy Director Perros stated that personnel from the city's Public Works Dept. in attendance would be better suited to answer questions re: design standards for manufactured slopes.

Commissioner Demers referred to letters recently received from LAFCo and the Ventura County Watershed Protection District regarding the project, and asked for further clarification on irrigation/water issues, environmental impact of relocating dirt to Adams Canyon, and proper authority to approve mitigation measures on the additional acreage and county land involved.

Deputy Director Perros responded that there has been staff changes at Ventura County Watershed Protection District, and the latest letter expressing EIR concerns likely came from newer staff less familiar with the project.

Deputy Director Perros also stated there have already been previous conversations with LAFCo about annexation issues surrounding the project, and of late, with staff at the County of Ventura Planning Dept. Deputy Director Perros outlined the approval process, stating that if and when the project is approved by the Planning Commission, it will still have to go before the City Council, County of Ventura (for a discretionary grading permit), and various federal agencies, including FEMA and the Army Corps of Engineers – tonight's meeting is just the first step in what may be a very long process.

Randy Toedter, Consulting City Engineer, addressed the SPMC height limits for hillside grading, stating that his firm did have some concerns about the grading and the height of the slope to the north of the project. Mr. Toedter continued, SPMC specifically limits the height to 25 feet, unless the Planning Commission and/or City Council approve a public interest waiver of that restriction. Without that approval, said Mr. Toedter, staff is limited to working within the 25-foot limit.

Commissioner Demers asked is there has been a purposeful study of design height and stability on this region, as it is an ancient/historic landslide and the slope is very steep for the proposed cut and fill project.

Mr. Toedter responded that during the EIR process, the City's soil consultant met with the developer's consultant, and felt the slope would be stable, given the amount of proposed benching, etc. Mr. Toedter continued, the Public Works Dept. was concerned about the hill needing to be maintained, and as such, asked for the project area to be included in the City's GAD ordinance. Mr. Toedter also stated that other municipalities have occasionally allowed height limit exceptions up to 50-75 feet, so 200 feet is quite a bit; though it will work stability-wise, it remains a visual appearance and maintenance issue.

Commissioner Demers asked if these factors would be considered by the County in the issuance of a grading permit.

Mr. Toedter answered yes, if the County issues the grading permit, they will consider the aforementioned factors. Mr. Toedter continued, if the area is annexed into the City, staff will work jointly with the County on the grading permit, and that the majority of the landslide portion of the property would be within the area annexed by the City.

Commissioner Demers stated that it seems the majority of the maintenance work would take place near the upper part of the slope and on the approximately 14 acres of County land in the northern part of property.

Mr. Toedter replied that yes, that area would need to be maintained, along with the fill areas of Adams Canyon, though not to the same extent, and the canyon area will be essentially flat.

Vice Chairman Robinson stated that 10 years is a long time for a lead-in to a project, and that Santa Paula needs development, though the assurances regarding the stability of the hillside contained in the project documents did jump out at him. He lives above Santa Paula High School, with hillside in his backyard, and has seen the dangers of

slides during storms, so he wants to make sure decisions about the project are being made on sound geological science.

Vice Chairman Robinson stated he likes that the project shares a contiguous boundary with the western edge of the City, as it makes for good growth patterns, and that previous developments by the applicant have been of good quality.

Vice Chairman Robinson asked if there as a specific date for the ancient landslide, as the mitigation efforts for it are very important to him.

Deputy Director Perros responded he was not aware of a geologically determined date of the slide.

Vice Chairman Robinson stated he likes the water retention plans of the project, to slow the runoff onto Peck Rd. He has also received some calls about the safety of the Peck Rd. interchange, both currently and with the potential for increased use brought by the project, and asked whether the City has plans to remediate the situation.

Deputy Director Perros responded that there is an ongoing discussion between the City and County regarding traffic control of and responsibility for the Foothill/Peck intersection; however, based on the traffic study the Applicant's project would not significantly change that situation.

Keith Hagaman, Applicant, gave a brief historical overview of the project, including note that Scott Anderson, his original partner, passed away in 2007. He inherited the lead on this project after the passing of Mr. Anderson.

Mr. Hagaman stated that the late Mr. Anderson has a long history of successful development in Santa Paula, dating to 1982, including several apartment communities, the original Travelodge on Peck Rd., and a few residential subdivisions, including Ridgecrest/Lassen/Shasta/Skyline communities off Peck Rd.

Mr. Hagaman stated this project was first put under contract in 1988, and closed escrow in 1992. The first proposal went before the Planning Commission in 1988 as well, for an 87-lot subdivision, which was received well, but recession and SOAR delayed start. Project then went before Santa Paula electorate in 2003, under SOAR rules, and passed. Mr. Hagaman stated he believes that at the time, this development was the only one in the County that had gone to a SOAR vote and won approval. Project was restarted in 2004, and began gearing up until Mr. Anderson's diagnosis in 2006. Once Mr. Anderson passed away in early 2007, Mr. Piszker was brought in as a project consultant.

Mr. Hagaman stated that the grading and excavation involved in the project would take the currently unstable hillside and make it stable.

Mr. Hagaman stated that, although they do have an easement to place fill dirt in the canyon, he acknowledges that it troubles many people, himself included. Mr. Hagaman stated another idea they have in the development agreement is to move the dirt to other

developments in town that may need it, particularly down by the river, and that this may be a more environmentally sensitive solution.

Regarding project density, Mr. Hagaman stated that the project by the Hospital is 76 homes on 16 acres; this project is 77-79 homes on about double the acreage.

Commissioner Demers stated he does not have environmental concerns about the project site, but does have reservations about the placement of fill in the canyons. Commissioner Demers then asked if the fill dirt alternatives in the project plan were still viable.

Mr. Hagaman reiterated that he would prefer not to dump in the canyon, and that there are several projects already approved that will need dirt.

Vice Chairman Robinson asked if the trucks transporting the fill dirt would go directly to the canyon site, or if they would drop to Foothill Rd. and go to the Adams entrance.

Mr. Hagaman stated that all truck movements would be limited to off road access, and that no trips are proposed on City streets.

Vice Chairman Robinson stated that he has been to the Adams Canyon site, and that it is huge, and he doubts the amount of dirt in this project would have a significant impact. He then asked if City staff has examined any future infill within the City limits, and questioned how that would impact the County permitting process.

Deputy Director Perros responded that the ideal would be to not place the fill in the canyon, especially since the majority of the City sits in a floodplain, and new developments often require pad elevation to raise them up. He continued that, should a future project require fill dirt from the Anderson-Hagaman site, it would be subject to its own EIR, air quality impact assessments, road impacts, etc.; this project, as currently proposed, only seeks to place the dirt in the canyon and keep it off City roads.

Deputy Director Perros stated that SMARA (Surface Mining and Reclamation Act) requirements exist and would apply if the Anderson-Hagaman site were acting as a dirt mine, and would need to be considered should fill dirt be distributed for other projects.

Jim and Jeanne Wade, residents at 798 Foothill Rd., spoke on the dangers of the Foothill/Peck intersection just outside their home. They have had multiple cars miss the curve and crash into their front yard, and are concerned that increased traffic brought by the project will worsen the problem. Mr. and Mrs. Wade stated they are not opposed to development, as long as it is reasonable. They are, however, alarmed that the Anderson-Hagaman project EIR did not call for a stop sign, reduced speed, or other traffic mitigation at the Foothill/Peck intersection, and feel that traffic safety issues should be added to the Conditions of Approval for the project.

Diana Ponce-Gomez, resident at 675 N. Peck Rd., stated she is concerned that increased traffic will worsen the existing circulation problems at the Foothill/Peck intersec-

tion, and that traffic signage is inadequate. She also feels the aesthetics of placing 79 cookie-cutter homes will be out of place with the surrounding neighborhoods.

Michael Dalo, resident at 15635 Foothill Rd., stated he lives on a farm directly west of the project site, and wonders why, if the project report describes the project area as a scenic resource, it is being sliced apart by a giant development. He also questioned whether the planned housing is consistent with the housing east of Peck Rd., which he sees as less than half the amount. Mr. Dalo stated he is opposed to the development or would prefer something much smaller; a dark-sky community of fewer homes on larger lots. Mr. Dalo stated he would like air quality sensors placed on his property during any construction, and better clarification on how long the grading process will take. Mr. Dalo noticed that approximately 10% of the ancient landslide in the area is on his property, and he has concerns about the effects of grading the land directly across the property line. Mr. Dalo, as a farmer, stated he has concerns about the grading forcing displaced rodents and vermin into his crops; questioned who would be responsible for any runoff from the site; and wondered if the project would include agricultural tree buffers and/or fencing. Mr. Dalo noted that a diagram in the project report includes his acreage in grading plans, which he stated has not been discussed with, or approved by, him. Mr. Dalo also stated that project plans to relocate a large irrigation pipe serving several farms in the area may necessitate a pump to move the water, and he is concerned about its potential expense and noise. Mr. Dalo stated he is worried about increased traffic and parking issues. Finally, Mr. Dalo said he would like to know Staff recommendations on slope height variance.

Richard Main, resident at 15888 Foothill Rd., commented on a letter he previously submitted to the Planning Commissioners, stating his disappointment that Staff would recommend this project for approval. Mr. Main stated the project does not overtly comply with City lot size regulations and slope standards, and will adversely affect surrounding properties, one of which being his own. Mr. Main noted the amount of dirt to be moved is enough to fill the Rose Bowl, and the long grading timeline will have a very significant impact on residents. Mr. Main questioned the need for these homes at all, with the 1,500 homes of the East Area 1 development on the horizon, stating he believes the alternative plans for clustered townhomes or 50 single-family residences listed in the EIR might be better suited.

Laura Lee Hathaway CMP, resident at 722 E. Santa Paula St., used to live near the Foothill-Peck intersection. Ms. Hathaway stated she has witnessed at least 15 cars and trucks in accidents at that curve, including one on December 9, 2014 in the front yard of the Wade residence. Ms. Hathaway believes the City must do something about the intersection before someone is killed, otherwise the project will only make it worse.

Cathy Fernandez, resident at 636 Shasta Dr., stated she feels the intersection at Foothill and Peck is the most dangerous in the City. Ms. Fernandez suggested a four-way stop at the intersection, especially with the proposed project, to protect both drivers and pedestrians.

Brian Yanez, Interim Public Works Director, stated his department was well aware of the problems at the Foothill/Peck intersection and would be proposing several safety en-

hancements at the City Council Meeting on March 2, 2015, including a safety beacon and guardrail. Interim Director Yanez stated the problem is unique in that Foothill Rd is a County road, and County traffic studies have shown that intersection does not warrant a stop sign. Interim Director Yanez stated that County policy prohibits placing a stop sign unless it is warranted by a traffic study; however, the City is pursuing studies for a possible stop sign on City property near the intersection, as there have been 16 reported accidents since 2003.

Vice Chairman Robinson stated everyone should go to a Ventura County Board of Supervisors Meeting to complain about the dangerous Foothill/Peck intersection.

Deputy Director Perros, responding to density comments from the public, stated the General Plan actually allows for lot sizes equivalent to 96 total units on the project site, while the proposal only calls for 79 units, well below the allowed number.

Regarding traffic concerns at Foothill/Peck, Deputy Director Perros mentioned the General Plan does call for a more sweeping curve at that intersection, but due to SOAR, County jurisdictional issues, etc. the City usually waits for developments to build out the roads, rather than constructing them on its own. Deputy Director Perros stated the circulation portion of the coming General Plan Update for the City will revisit this intersection, and certainly incorporate public concerns.

Commissioner Demers asked what the impacts would be on the Mitchell property portion of the project area, specifically regarding conversion from County to City land.

Deputy Director Perros responded he has not spoken with the Mitchell family directly, but no new development is being proposed on their property, and it would be provided the same Specific Plan zoning designation as the Anderson Hagaman project site. He continued, existing structures on the property would not be affected by a Zone Change, and in some ways, switching to the City's zoning from County Agricultural Exclusive zoning would actually be less restrictive.

Planning Director Janna Minsk noted that LAFCo required the Mitchell property be included with the annexation request, and at that time, the Mitchells stated in a letter that they were in agreement with this process.

Commissioner Demers stated he was mainly concerned about what the conversion might do to the Mitchells' tax bill.

Deputy Director Perros responded that the tax bill is not affected by the zoning.

Planning Director Minsk stated the Mitchells' conversion to City land would allow them to participate in city politics.

Close public hearing: Chairman Ikerd closed the Public Hearing at 8:16 p.m.

Chairman Ikerd stated there was a copious amount of material to review for this project, and many letters and comments had come in the last few days. As such, his major

concern is that he does not fully understand what the questions are, or if Staff has had enough time to interpret them for the project. Chairman Ikerd stated he supports development for Santa Paula, and believes such a project can be done, but he is not comfortable with the amount of information to make a recommendation to the City Council. He would prefer to send the project back to Staff for further review.

Deputy Director Perros concurred with Chairman Ikerd, responding that a proper motion for this evening would be for a date-specific continuance, directing Staff to work with the County to resolve the issues brought forth and properly address concerns. Deputy Director Perros also stated that the City Attorney noted some of the language in the Development Agreement and Conditions of Approval still needs refining.

ACTION: Commissioner Demers moved for a date-specific continuance to the regularly scheduled Planning Commission Meeting on April 28, 2015; directing Staff to work with the County agencies to address the issues raised in their letters, to resolve to Public Works Department issues regarding slope stabilization, address the off-site grading issues affecting the adjacent property owner on the west, address the public speaker's traffic concerns regarding the intersection of Foothill and Peck Roads, and clarify the Development Agreement and Conditions of Approval. Vice Chairman Robinson seconded the motion. All were in favor and the motion carried.

ORDER OF BUSINESS: None

CONTINUED BUSINESS: None

NEW BUSINESS: None

CITY COMMUNICATIONS: None

REQUEST FOR FUTURE AGENDA ITEMS: None

ADJOURNMENT: Chairman Ikerd adjourned the meeting at 8:23 p.m.

NOTICE: Actions by the Planning Commission on the above items cannot be appealed to the City Council after **4:30 p.m. Friday, March 6, 2015**. Be advised that if you bring a legal challenge to a Planning Commission decision, you may be limited to raising only those issues you or someone else raised at the meeting or in written correspondence delivered to the Planning Commission at or before the meeting.

Stratis Perros
Deputy Planning Director

**STAFF REPORT
PLANNING COMMISSION**

TO: Members of the Planning Commission

FROM: Stratis Perros, Deputy Planning Director

DATE: February 18, 2015 (Planning Commission meeting of February 24, 2015)

SUBJECT: **Project No. 2005-CDP-04:** A request for General Plan Amendment, Annexation, Rezoning/Zone Change, Specific Plan, Development Agreement, Tentative Map, and Growth Management Allocations in order to allow a 79-lot single-family hillside residential subdivision on an existing vacant undeveloped 32.5 acre parcel.

Location: North of Foothill Road and west of Peck Road, APN 097-0-020-085 and 097-0-020-070

Applicant: Del Investment Fund No. 9, Ltd.

General Plan: Adams Canyon Expansion Area

Zoning: Ventura County Agricultural Exclusive (AE-40)

Environmental: An initial study was prepared in accordance with the California Environmental Quality Act (CEQA) Guidelines § 15063, which showed that an environmental impact report would be required for the proposed project. A Final EIR (FEIR) dated July 2014 and entitled Tentative Map 5475 was prepared for the proposed Project. Pursuant to CEQA Guidelines § 15090, the FEIR reflects the City's independent judgment and analysis.

SUMMARY

Del Investment Fund No. 9, Ltd. (Applicant) proposes a Tentative Map to subdivide a vacant undeveloped 32.5 acre parcel and construct 79-lot single-family hillside residential subdivision. The project site is located north of Foothill Road and west of Peck Road and is currently outside of the city limits in an area designated as part of the Adams Canyon Expansion Area; therefore, the project site must be annexed to the City. A General Plan Amendment and Rezoning/Zone Change are requested to change the underlying land use and zoning designations. A Specific Plan is requested to implement the project and establish development standards. The new residential project would require a total of 78 Growth Management Allocations.

The project site surrounds the adjacent two-acre Mitchell property located at 15711 Foothill Road which is currently developed with the two single-family residences. This parcel is included with the Annexation request to promote orderly development; however, no new construction is proposed on the adjacent Mitchell property.

BACKGROUND

The project site is within the Adams Canyon Expansion Area. According to the General Plan, Expansion Areas are intended to accommodate new urban growth and development.

In 2003, the City of Santa Paula held an election and the voters approved Measure A which modified the City Urban Restriction Boundary (CURB) line to specifically allow the 32.5 acre Foothill and Peck property to be developed with about 80 homes.

In 2007, the City of Santa Paula held an election and the voters approved Measure A-7 to allow up to 495 new homes to be constructed in the Adams Canyon Expansion Area.

The proposed 79 single-family homes at Foothill and Peck represent the first phase of development in the Adams Canyon Expansion Area.

Surrounding Uses, Zoning and General Plan Designations

Summary of General Plan, Zoning and Existing Land Uses			
Direction	General Plan	Zoning	Use
<i>Project Site</i>	<i>Adams Canyon Expansion Area</i>	<i>AE-40 (Ventura County Agricultural Exclusive)</i>	<i>Undeveloped Hillside and Single Family Residential</i>
North	Adams Canyon Expansion Area	AE-40 (Ventura County Agricultural Exclusive)	Undeveloped Hillside
South	Ventura County Agricultural	AE-40 (Ventura County Agricultural Exclusive)	Orchard and single family residence
East	Hillside Residential	HR2-PD (Hillside Residential)	Single family residences
West	Adams Canyon Expansion Area	AE-40 (Ventura County Agricultural Exclusive)	Hillside and orchards

The project site is located in unincorporated Ventura County immediately northwest of the City of Santa Paula city limits. It is situated within both the City Urban Restriction Boundary (CURB) and the Adams Canyon Expansion Area. The project site includes a 32.5 acre site where residential development is proposed as well as adjacent offsite areas that are to be graded in conjunction with the residential development and three fill sites located in canyons north and west of the development site in which excess material generated by site grading may be deposited.

The development site is currently vacant with scattered vegetation and a few remnants of a former avocado orchard that is no longer in use. Much of the natural character of the hillside has been degraded by extensive surface disruption as the site is subject to annual brush clearance for fire protection.

PROJECT DESCRIPTION

The proposed project would involve the development of 79 hillside residential lots averaging 9,685 square feet in lot area. Primary access to the subdivision would be via a new street intersecting with Foothill Road that would traverse up the hillside. The roadway would be private and maintained by a homeowners association. The roadway would be constructed to public street standards and would accommodate the placement of service utilities within the right-of-way. The proposed arrangement of lots and streets are dictated by the shape of the existing hillside adjacent to the site. Virtually all of the site would be subject to excavation or fill. Each lot would have a graded pad of sufficient size for construction of a conventional one or two story home. The majority of homes would be developer-built detached single family homes. Some lots may be reserved for custom home construction.

Site Access, Circulation and Parking

Site access would be from an entrance off Foothill Road. This access point may be a gated entrance depending on the preference of the homebuilder. Other accesses to the development site would include a secondary or emergency access road from Peck Road, and a western connection provided near the western corner of the plan area for the use of the property to the north. The main access point on Foothill Road would serve as the entrance into the development and be approximately 500 feet west of Peck Road. The entry would be constructed to approximately 70 feet wide to allow for three travel lanes: one in bound and two out bound. The exit will have a left and right turning lane for eastbound or westbound travel along Foothill Road.

The Foothill Road frontage would also be widened and improved along the portion of the southern boundary of the development site. The western portion of the frontage is interrupted by an existing lot developed with two single family residences, and the frontage along this lot, which is not part of the project area to be developed, is not proposed to be improved. The development site includes a portion of Foothill Road frontage west of this existing lot, but this 63-foot length of frontage is not proposed for widening, as the residential lot frontage is not proposed for improvements. However, an irrevocable offer of dedication would be made to the City so that the land would be available for widening of this 63-foot frontage at a future date.

The circulation pattern within the proposed development would not include dead ends or cul-de-sacs. Interior streets are proposed to be 36 feet wide, curb-to-curb. Rights-of-way would be approximately 50 feet wide with some variation. Sidewalks are proposed to be an average of four feet in width. Near deep lots, sidewalks will be separated from streets by parkways. Parkway would include street trees and would be maintained by the homeowners association. The landscaped parkways are intended to improve the streetscape and help to separate pedestrian and vehicular circulation. Where sidewalks and streets are not separated by parkways, street trees would be behind the sidewalks in tree easements.

A proposed three acre park would be incorporated into the 4.92 acres of open space along the south and west sides of the development site. Although much of this passive recreation area would be landscaped slopes, it also includes a system of trails and vista points. A walking trail would be located along the southern, western, and northern boundary of the development site. An eight to twelve car parking lot would be provided at the southern terminus of the trail, off of Foothill Road. A seating area would be located at the northern terminus of the trail.

Grading and Drainage

Proposed grading includes approximately 2.7 million cubic yards of cut and 2.0 million cubic yards of fill, with 0.7 million cubic yards of excess material to be deposited at three fill sites located on the parcel to the northwest of the development site. The majority of the grading would take place on the north end of the development site, which would be almost all cut, removal of the remnants of an old landslide. This grading is proposed to stabilize and re-contour the development site and an approximately 14-acre area located directly north and west of the development site both of which are underlain by landslide slump deposits. The project applicant has an easement for grading of this area. A small portion of off-site grading is also required adjacent to the southwest corner of the lot and the applicant also has a grading easement for this area. The purpose of this grading is to restore the original ground contours in this area.

Excess fill would be stockpiled on the development site and/or the excavation area to the north, then hauled to and deposited within one or more of three canyons north of the development site. Overall, the three potential fill sites have a cumulative capacity of approximately 1.9 million cubic yards of fill material. Less than half of this overall capacity would be used. This project would need to obtain a discretionary grading permit from Ventura County in order to move the fill material to the canyon.

A drainage system is proposed, along with on and off-site grading, and re-contouring to provide for effective drainage control and treatment. The proposed drainage system has two purposes: to protect the proposed project from water flowing off of the hillside above; and to control the water flowing off of the development site itself. The proposed project includes the construction of two stormwater detention basins to capture high intensity, short duration rainfall. The development site's internal drainage would be collected by the streets and by a system of concrete channels on the major slopes. The water would be directed to a detention basin located in the southeast corner of the site, before release into the storm drain along Peck Road. The proposed detention basins would be designed to prevent overload of downstream facilities and reduce downstream erosion caused by high flows. A full complement of utility systems is proposed including water, sewer, gas, electricity, telephone and television. As a condition of approval the project applicant would be required to improve a section of sewer line generally located east of Blanchard School from the current 6-inch diameter to 10 inches or pay a

prorated fee toward this improvement upon City confirmation that the improvement is needed.

ANALYSIS

General Plan

The General Plan designation for the property is Adam Canyon Expansion Area. The existing zoning is Ventura County Agricultural Exclusive – 40 acres (AE-40). The project site is currently outside of Santa Paula city limits, but within the City's Urban Restriction Boundary (CURB). The applicant is requesting annexation to the City of Santa Paula and pre-zoning to Specific Plan-1 (SP-1). This is consistent with the current City of Santa Paula General Plan designation for the Adams Canyon Expansion Area, which allows 495 single family residences and would leave 416 units still available for development. The Specific Plan is consistent with the framework in the Santa Paula General Plan.

To the east of the project site is an established single family residential neighborhood. The proposed project is consistent with the pattern of development in the area and would not physically divide the community. The proposed project would not conflict with an applicable habitat conservation plan or natural community conservation plan. No such plans are in place for the project site

The project is consistent with the underlying General Plan land use designation and promotes the following objectives, policies, and goals contained in the City's General Plan:

- Population: 1.b.b. Allow population growth in the City and expansion and planning areas based on the numbers of new dwelling units allowed to be built under the Growth Management Ordinance.
- Land Use Distribution: 3.9 The City should promote upper income housing as a means to improve community resources.
- Land Use Distribution: 3(s) A portion of new housing sites should be designated for upper income housing.
- Land Use Distribution: 3.a.a. Include a full range of housing types, locations and densities in the City's land use including: Hillside Estate Residential (0 to 1 dwelling units per gross acre), Hillside (0-3 dwelling units per gross acre), Single Family Residential (4-7 dwelling units per gross acre), Medium Density Residential (8-15 dwelling units per gross acre), Medium High Density Residential (16-21 dwelling units per gross acre), High Density Residential (22-29 dwelling units per gross acre), Mobile Home Park (0-10 dwelling units per gross acre), and Mixed Use (0-12 dwelling units per gross acre). (IM 13-19)
- Land Use Distribution: 3.h.h. Assure that development in the city's hillside areas occurs in a manner that protects the hillside's natural and topographic character and identity, environmental sensitivities, aesthetic qualities and the public health, safety and welfare. (IM 22)

- Land Use Distribution: 3.i.i. Ensure that hillside development does not lead to soil erosion, mass grading, severe cutting or scarring and/or large removals of vegetation. (IM 55)
- Land Use Distribution: 3.j.j. Protect those portions of parcels, where possible, with slope areas of greater than 30% from grading and development. (IM 22)
- Urban Expansion: 4.9 Development should be compatible with and have minimal adverse impacts upon the environment, agriculture and natural resources and should not be wasteful of scarce land.
- Urban Expansion: 4.10 Development should provide for orderly urban expansion.
- Urban Expansion: 4(b) Land use intensities and population densities that are not wasteful of scarce land in expansion and planning areas should be established, considering the nature and topography of the land development sites and the character and qualities of the surrounding community.
- Urban Expansion: 4.c.c. Limit annexations to the City's Sphere of Influence and CURB, as each may be amended from time to time. (IM 32, 33, 34, 35, 36)
- Urban Expansion: 4.d.d. Annex and develop the contiguous lands first. (IM 32, 33, 34, 35, 36)
- Urban Expansion: 4.i.i.. Require comprehensive planning and cost analysis for public services, utilities, and infrastructure needed to serve major land development projects. (IM 44)
- Urban Expansion: 4.j.j.. Require reports that address City-wide fiscal and market issues prior to considering annexations. (IM 44, 45)
- Urban Expansion: 4.k.k.. Unless otherwise provided, require the preparation of Specific Plan(s) for any proposed annexations. (IM 39, 40, 41, 43)
- Urban Expansion: 4.s.s. Provide adequate linkages and transitions from expansion and planning areas to the existing City. (IM 37)
- Urban Expansion: 4.t.t. Require new development to bear the operating cost of providing prompt and adequate fire protection and emergency medical service to the new areas. (IM 44, 45, 46, 47)
- Urban Form and Design: 5(a) Continued use of the grid pattern in lieu of cul-de-sacs should be encouraged, where feasible, in all new development.
- Urban Form and Design: 5(c) Neighborhood parks should be developed to serve all new residential development of significant size.
- Urban Form and Design: 5(e) The City should encourage neighborhood designs whose appearance is not dominated by the automobile, where people know one another and where there is a strong sense of community.
- Urban Form and Design: 5(n) Development that is designed in a manner sensitive to the natural features of the site and to the character of surrounding development should be encouraged.
- Economic Development: 7(b) The City should encourage the attraction and expansion of businesses and residential uses that will diversify and sustain the community economically.
- Infrastructure: 8(a) A system of impact fees and/or development agreements should be adopted to assess land development projects for the costs of public facilities, utilities, and infrastructure needed to serve such projects, including but not limited to the following: fire, police, roads, sewers, flood control, recreation, and water.

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- Infrastructure: 8(c) Public expenditures for services and infrastructure needed by new land development projects should be minimized through the use of owners associations, private facilities, and project designs that minimize costs.
 - Infrastructure: 8(d) The City should enter into land development agreements for major new projects to assure significant contributions towards meeting existing and future community needs.
 - Infrastructure: 8.b.b. Have development pay the costs of needed utility services. (IM 107, 108, 109, 110)
 - Urban Expansion: 39. The following Development Standards for the Adams Canyon and Fagan Canyon expansion areas shall be implemented through a Specific Plan(s) and subsequent development approvals:
 - Encourage a broad range of housing types to meet the housing needs of the City.
 - Development shall be designed and sited to maintain the character of significant open spaces, to maintain views and vistas and to protect natural habitat.
 - Use building materials, colors, and forms that blend into the environment and contribute to a neighborhood character.
 - Clustering of development is required to protect open space, agriculture, and habitat.
 - Use extensive landscaping, xeriscaping, etc. Forty percent (40%) of lots/development shall be landscaped or natural open space.
 - Require a geologic study for all development sites and roadways to address slope stability, faults and landslides.
 - Locate building pads and develop the sites and roadways with minimized grading and reduced amounts of cut and fill slopes.
 - Require the inclusion of drainage and flood control improvements designed to be natural in appearance.
 - Require the use of fire retardant landscaping, adequate clearings, and fire retardant/fire proof building materials.
 - Require circulation system to tie in with the existing circulation system.
 - Avoid ridgeline development on prominent ridgelines.
 - Require new lighting that is part of any proposed development to be oriented away from sensitive uses, and shielded to the extent possible to minimize glare and spill over.

In summary, the overall Project is consistent with the General Plan and provides new residential housing within an area designated for such use.

Specific Plan/Development Code

The proposed Foothill/Peck Tract Map (TM 5475) Specific Plan was developed as a tool for the systematic implementation of the General Plan. It provides a link between implementing policies of the General Plan and the individual development proposals in the specific area that is proposed for development. The Specific Plan allows the plan area to be designed and developed in accordance with a detailed neighborhood vision that regulates the type, design, location and intensity of uses to the design and capacity of infrastructure. In addition, the Specific Plan provides goals and policies unique to the proposed development plan area. The Specific Plan was developed by analyzing various components of the SPMC and various other policies and regulations.

The Specific Plan would apply to all portions of the Tract Map No. 5475 (TM 5475) Specific Plan Area. In the event there is a conflict between the Santa Paula Municipal Code and Specific Plan, the more restrictive specific regulation would take precedence over the more general. The Specific Plan provides the entire zoning for TM 5475. The development site would be zoned Specific Plan One Tract Map 5475 (SP-1-5475), and the applicable zoning regulations for TM 5475 are those set forth in in the Specific Plan. Until LAFCO reorganizes jurisdictional boundaries and allows the project site to be annexed into the City's jurisdiction, the Specific Plan would constitute pre-zoning for the project.

The table below summarizes the proposal relative to the applicable Specific Plan development standards.

Development Standard	Existing Designation or Code Requirement	Proposed Project	Compliance
General Plan	Adams Canyon Expansion Area	Foothill Peck TM 5475 Specific Plan	Yes
Zone	Ventura County Agricultural Exclusive – 40 acres (AE-40)	Specific Plan 1 TM-5475 (SP-1-TM 5475)	Yes
Proposed Use	Hillside Residential	79-lot single family residential subdivision	Yes
Maximum Density	Measure A allows approximately 80 units	79 units proposed	Yes
Minimum Lot Area	0-3 du/gross acre = 14,500 square feet	6,000 square feet	Yes, with approval of Specific Plan
Minimum Lot Width	60 feet (interior lot) 65 feet (corner lot)	60 feet min 65 feet min	Yes
Maximum Building Height	35 feet or 2 ½ stories	35 feet and 2 ½ stories max	Yes
Minimum Front Yard Setback	20 feet	20 feet	Yes
Minimum Side Yard Setbacks	Interior lot and corner lots – 10 feet both sides	Interior lot and corner lots – 10 feet both sides	Yes
Minimum Rear Yard Setback	Single story – 10 feet Two story – 25 feet	Single story – 10 feet Two story – 25 feet	Yes
Parking Spaces SPMC 16.46, Table 46-1	0-4 bedrooms = 2 garage spaces minimum 5+ bedrooms = 3 garage spaces minimum	0-4 bedrooms = 2 garage spaces minimum 5+ bedrooms = 3 garage spaces minimum	Yes
Lot Coverage	Maximum 60%	None proposed	Yes, with approval of Specific Plan

General Plan Amendment

As submitted, the project will amend the General Plan Land Use Map by changing the land use designation of the project area from existing Adams Canyon Expansion Area to proposed Tract Map 5475 Specific Plan.

Per SPMC 16.212.050, the following findings must be made:

A. That the proposed amendment is in the public interest and that there will be a community benefit resulting from the amendment.

The proposed amendment is in the public interest and there will be a community benefit resulting from the amendment because the project will contribute to the City housing stock by developing the current site into a hillside residential neighborhood, provide road infrastructure improvements to Foothill Road, provide retention facilities to reduce flood threats, and provide for the annexation of land that is within the City's Sphere of Influence and CURB and that is contiguous to the existing City boundaries.

B. That the proposed amendment is consistent with the other goals, policies, and objectives of the General Plan.

The proposed amendment is consistent with the other goals, policies, and objectives of the General Plan because it promotes the following: Creates new dwelling units within an expansion area and in compliance with the Growth Management Ordinance (Population 1.b.b.), Provides for orderly urban expansion (Urban Expansion 4.10), Provides for the annexation of land that is within the City's Sphere of Influence and CURB and that is contiguous to the existing City boundaries (Urban Expansion 4.c.c. and 4.d.d), Provides a fiscal impact analysis showing that project is an overall financial benefit for the City (Urban Expansion 4.i.i and 4.j.j.), Provides a Specific Plan for the proposed annexation (Urban Expansion 4.k.k.), Subdivision provides a modified grid pattern of streets and park areas (Urban Form and Design 5(a) and 5(c)), Project pays for its costs of needed utility services (Infrastructure 8.b.b.) and Provides development consistent with the Development Standards established for the Adams Canyon Expansion Area (Urban Expansion 39).

C. That the proposed amendment does not conflict with provisions of the Development Code.

The proposed amendment does not conflict with provisions of the Development Code because the Project provides a Specific Plan that was developed as a tool for the systematic implementation of the Santa Paula General Plan. The Specific Plan establishes a link between implementing policies of the General Plan and the individual development proposal. The Specific Plan was developed by

analyzing various components of the Santa Paula Municipal Code and various other policies and regulations.

D. In the event that the proposed amendment is a change to the land use policy map, that the amendment will not adversely affect surrounding properties; and

The proposed amendment is a change to the land use policy map and the amendment will not adversely affect surrounding properties because the Project allows a single-family hillside residential subdivision similar in density, design, and quality compared to the adjoining existing residential neighborhood to the east. Furthermore, the amendment is consistent with the goals, policies, and objectives described in the General Plan by promoting residential growth within an area designated for such use.

E. Whether the amendment requires voter approval in accordance with either General Plan Section III(F) (the SOAR Initiative) or General Plan Section III(G) (the 81 Acre Initiative). Amendments requiring voter approval cannot become effective without an affirmative vote from a majority of registered voters at a regular or special election.

The amendment does not require voter approval in accordance with either General Plan Section III(F) or Section III(G) because the project is not located within a SOAR designated area and the project area is less than 81 acres.

Annexation

The approximate 35 acre overall project site is located in unincorporated Ventura County immediately northwest of the City of Santa Paula city limits. It is situated within both the City Urban Restriction Boundary (CURB) and the Adams Canyon Expansion Area. The project area to be annexed consists of the 32.5 acre parcel owned by the applicant that will include the 79-lot subdivision and the adjacent two-acre Mitchell parcel where the two existing single family residences would remain and no new development is proposed.

Per SPMC, a Fiscal Impact Analysis report was prepared to provide an assessment of public service delivery capabilities by the City and other agencies affected by the Project. The report reviewed two scenarios for the project whereby the new street was either publicly maintained or privately maintained. The report concludes that the City is equipped to handle additional demand from the proposed Annexation Area and that a recurring annual budget surplus is projected for the Annexation area for both street scenarios.

Per SPMC 16.236.120, the following findings must be made before approving an annexation:

A. That the proposed annexation is consistent with the goals, policies and objectives of the General Plan.

The proposed annexation is consistent with the following goals, policies and objectives of the General Plan, Land Use Element because it promotes the following: Creates new dwelling units within an expansion area and in compliance with the Growth Management Ordinance (Population 1.b.b.), Provides a Specific Plan for the proposed annexation (Urban Expansion 4.k.k.), Subdivision provides a modified grid pattern of streets and park areas (Urban Form and Design 5(a) and 5(c)), Project pays for its costs of needed utility services (Infrastructure 8.b.b.) and Provides development consistent with the Development Standards established for the Adams Canyon Expansion Area (Urban Expansion 39).

The proposed annexation is consistent with General Plan Goals 4.1 through 4.10 because the request promotes orderly urban expansion of the city's boundaries, sustains and enhances the economic health of the community, and because the Property can be efficiently and economically served by City services. The project area is contiguous with the existing City boundary and is currently being served by City water services. Further, the proposed annexation is consistent with General Plan Policies 4.c.c, 4.d.d., 4.h.h., 4.j.j. and 4.t.t. because the annexation area is within the City's Sphere of Influence and is contiguous with the City's boundary.

B. That the proposed annexation will not adversely or significantly impact surrounding properties.

The proposed annexation will not adversely or significantly affect surrounding properties because the Project allows a single-family hillside residential subdivision similar in density, design, and quality compared to the adjoining existing residential neighborhood to the east. Furthermore, the proposed annexation is consistent with the goals, policies, and objectives described in the General Plan by promoting residential growth within an area designated for such use.

C. That the proposed annexation promotes public health, safety, or general welfare and serves the goals and purposes of this Code.

The proposed annexation promotes public health, safety, or general welfare and serves the goals and purposes of the SPMC because Annexation will allow all properties to access local City services including, without limitation, police, fire, public works, water, and sewer.

D. That the City has sufficient capacity and ability for providing all city services upon annexation, or within a reasonable time of annexation.

The City has sufficient capacity and ability for providing all City services upon annexation, or within a reasonable time of annexation. As a practical matter, the City already provides public services to the area in and around the Property – roads, water, public safety mutual aid, and sewer.

E. That the proposed annexation will pay for itself and will not bring any fiscal or economic burden onto the City of Santa Paula. The City Council may deny annexation applications for projects which fail to demonstrate in the fiscal impact analysis that projected annual total revenues generated by the project will equal or exceed the projected annual aggregate costs for municipal services.

That the proposed annexation will pay for itself and will not bring any fiscal or economic burden onto the City of Santa Paula based upon the Fiscal Impact Analysis prepared for the project. The annexation will add to overall City revenues as new assessed value is added to the city and population growth increases per capita-driven State subventions.

Zone Change/Pre-zoning

The project site is currently located outside of the city limits and has a Ventura County zoning designation of Agricultural Exclusive - 40 acres (AE-40). The proposed Specific Plan would provide the entire zoning for TM 5475. The development site would be zoned Specific Plan 1 Tract Map 5475 (SP-1-5475), and the applicable zoning regulations for TM 5475 are those set forth in in the Specific Plan. Until LAFCO reorganizes jurisdictional boundaries and allows the project site to be annexed into the City's jurisdiction, the Specific Plan would constitute pre-zoning for the project.

Pursuant to SPMC § 16.210.050, the following findings must be made to approve a request for pre-zoning:

A. That the proposed pre-zoning is consistent with the goals, policies and objectives of the General Plan.

The proposed pre-zoning is consistent with the goals, policies, and objectives of the General Plan because the proposed Specific Plan 1 (SP-1-5475) zoning designation promotes traditional hillside single family residential development consistent with the Adams Canyon Expansion Area land use designation. The SP-1-5475 zone provides for single-family residential units with a minimum lot size of 6,000 square feet and maximum land use density of 79 total lots.

B. That the proposed pre-zoning will not adversely or significantly impact surrounding properties.

The proposed pre-zoning will not adversely or significantly impact surrounding properties because the SP-1-5475 zoning designation is consistent with the existing residential land use densities on adjacent properties to the east and promotes single family residential development which is consistent with the existing uses located on and around the project site. The Specific Plan promotes the protection of natural lands, and establishes an open space buffer at the City's edge.

C. That the proposed pre-zoning promotes the public health, safety and general welfare and serves the goals and purpose of the SPMC.

The proposed pre-zoning promotes the public health, safety, and general welfare and serves the goals and purpose of the SPMC because all future development will be required to comply with applicable development standards of the Specific Plan.

Specific Plan

The proposed Foothill/Peck Tract Map (TM 5475) Specific Plan was developed as a tool for the systematic implementation of the General Plan. It provides a link between implementing policies of the General Plan and the individual development proposals in the specific area that is proposed for development.

Pursuant to SPMC §16.216.070, the following findings must be made to approve a request for a Specific Plan:

A. The proposed specific plan promotes public health, safety, and general welfare, and serves the goals and purposes of the Development Code.

The proposed specific plan promotes public health, safety, and general welfare, and serves the goals and purposes of the Development Code because the Specific Plan establishes detailed plans for future development within the Specific Plan area by providing: a designation of land uses, design of access and plan area circulation, location and sizing of infrastructure, phasing and thresholds

of development, financing methods for public improvement, and establishment of design guidelines and standards of development.

B. The proposed Specific Plan is consistent with the goals, policies, and objectives of the General Plan.

The proposed Specific Plan is consistent with the goals, policies, and objectives of the General Plan because it promotes the following: Creates new dwelling units within an expansion area and in compliance with the Growth Management Ordinance (Population 1.b.b.), Provides for orderly urban expansion (Urban Expansion 4.10), Provides for the annexation of land that is within the City's Sphere of Influence and CURB and that is contiguous to the existing City boundaries (Urban Expansion 4.c.c. and 4.d.d), Provides a fiscal impact analysis showing that project is an overall financial benefit for the City (Urban Expansion 4.i.i and 4.j.j.), Provides a Specific Plan for the proposed annexation (Urban Expansion 4.k.k.), Subdivision provides a modified grid pattern of streets and park areas (Urban Form and Design 5(a) and 5(c)), Project pays for its costs of needed utility services (Infrastructure 8.b.b.) and Provides development consistent with the Development Standards established for the Adams Canyon Expansion Area (Urban Expansion 39).

C. The proposed Specific Plan will not adversely affect surrounding properties.

The proposed Specific Plan will not adversely affect surrounding properties because the Specific Plan is consistent with the existing residential land use densities on adjacent properties to the east and promotes single family residential development which is consistent with the existing uses located on and around the project site. The Specific Plan promotes the protection of natural lands, and establishes an open space buffer at the City's edge.

Development Agreement

The applicant has requested to enter into a Development Agreement with the City for this project. The project qualifies for a Development Agreement because it contains over 20 new residential units, the project area occupies more than two acres, involves the amendment of the General Plan, and involves mitigation measures from an environmental impact report to eliminate or reduce environmental impacts. The purpose of the Development Agreement is to eliminate uncertainty in planning for and securing orderly development of the project site, assure progressive installation of necessary improvements, provide public services to each stage of development of the project site, ensure attainment of maximum effective utilization of resources within the City at the least economic cost to its citizens, and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted.

The Project will provide benefits to the City including desirable housing, road and infrastructure improvements on Foothill Road, a privately maintained public park, open space and pedestrian trails, oversized detention basins to reduce flooding along Peck Road, and stabilization of an existing and naturally unstable hillside along a heavily traveled stretch of Foothill Road.

In exchange for the benefits to City, the applicant desires to receive the assurance that it may proceed with the Project in accordance with existing land use ordinances, subject to the terms and conditions contained in the Development Agreement, and to secure the benefits afforded by Government Code Section 65864.

Pursuant to SPMC §16.234.060, the following findings must be made to approve a request for a Development Agreement:

A. The proposed Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan.

The proposed Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan because it promotes the following: Creates new dwelling units within an expansion area and in compliance with the Growth Management Ordinance (Population 1.b.b.), Provides for orderly urban expansion (Urban Expansion 4.10), Provides for the annexation of land that is within the City's Sphere of Influence and CURB and that is contiguous to the existing City boundaries (Urban Expansion 4.c.c. and 4.d.d), Provides a fiscal impact analysis showing that project is an overall financial benefit for the City (Urban Expansion 4.i.i and 4.j.j.), Provides a Specific Plan for the proposed annexation (Urban Expansion 4.k.k.), Subdivision provides a modified grid pattern of streets and park areas (Urban Form and Design 5(a) and 5(c)), Project pays for its costs of needed utility services (Infrastructure 8.b.b.) and Provides development consistent with the Development Standards established for the Adams Canyon Expansion Area (Urban Expansion 39).

B. The proposed Agreement is compatible with the uses authorized in, and the regulations prescribed for, the zone in which the real property is or will be located.

The proposed Agreement is compatible with the uses authorized in, and the regulations prescribed for, the zone in which the property is located because the development provides for new residential use within the Adams Canyon Expansion Area which is designated for such use and is consistent with the voter approved Measure A which authorized approximately 80 new homes within the project area.

C. The proposed Agreement will promote public convenience, general welfare, and good land use practice.

The proposed Agreement will promote public convenience, general welfare, and good land use practice because it will allow for orderly development, preserve property values in the surrounding area, and encourage the development of the proposed project.

D. The proposed Agreement will not adversely affect the orderly development of property or preservation of property values.

The proposed Agreement will not adversely affect the orderly development of property or preservation of property values because the project will contribute to the City housing stock by developing the current site into a hillside residential neighborhood, provide road infrastructure improvements to Foothill Road, provide retention facilities to reduce flood threats, and provide for the annexation of land that is within the City's Sphere of Influence and CURB that is contiguous to the existing City boundaries.

E. The proposed Agreement will promote and encourage the development of the proposed project.

The proposed Agreement will promote and encourage the development of the proposed project because the Agreement allows for the phasing of improvements which is necessary due to the complexity of the project and the amount of grading required needed to prepare the site for development.

Tentative Map

Both the Subdivision Map Act and the City's Subdivision Ordinance require that proposed subdivision maps conform to the General Plan and zoning district regulations. As discussed above, with the approval of a Specific Plan this project complies with both requirements.

Growth Management Allocation

Seventy eight Growth Management Allocations (GMA) are requested. The proposed project is located on a single legal parcel. The applicant would be credited for one allocation. Approximately 1110 Growth Management Allocations were available as of January 1, 2015; therefore, competitive review is not required for this project.

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 approval of a Specific Plan, 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 permitted use.

ENVIRONMENTAL REVIEW

An initial study was prepared in accordance with the California Environmental Quality Act (CEQA) Guidelines § 15063, which showed that an environmental impact report would be required for the proposed project. In accordance with CEQA, a Notice of Preparation of a Draft EIR (DEIR) was filed with the State Clearinghouse Office of Planning Research (SCH OPR) in 2007 and a revised NOP on November 10, 2011.

A DEIR was completed in compliance with CEQA Guidelines § 15090 and a Notice of Completion was filed with the SCH OPR on February 11, 2013. A forty-five day public review period for the DEIR pursuant to CEQA Regulations commenced on February 11, 2013 and ended on March 28, 2013. Comments received during the public review period were responded to in the Responses to Comments Report.

A Final EIR (FEIR) dated June 2014 and entitled Tentative Map 5475 was prepared for the proposed Project. Pursuant to CEQA Guidelines § 15090, the FEIR reflects the City's independent judgment and analysis.

PUBLIC NOTIFICATION

A notice of public hearing was published in the Santa Paula Times in compliance with state law. In compliance with the City's Development Code, all property owners within a 300-foot radius of the project site were mailed notifications of the public hearing. Additionally, a notice of public hearing was posted on the site.

ALTERNATIVES

The following alternatives are available to the Planning Commission:

1. Adopt Resolution No. 3732 recommending approval for Project No. 2005-CDP-04 for General Plan Amendment, Annexation, Zone Change, Specific Plan, Development Agreement, Tentative Tract Map, and Growth Management Allocations in order to allow a 79-lot single-family hillside residential subdivision on an existing vacant undeveloped 32.5 acre lot subject to the conditions of approval.
2. Adopt Resolution No. 3732 recommending approval for Project No. 2005-CDP-04 for General Plan Amendment, Annexation, Zone Change, Specific Plan, Development Agreement, Tentative Tract Map, and Growth Management Allocations in order to allow a 79-lot single-family hillside residential subdivision on an existing vacant undeveloped 32.5 acre lot subject to modifications to the conditions of approval required by the Planning Commission.

3. Continue the public hearing in order to obtain further information or for the Applicant to revise the plans.
4. Deny the Applicant's request for Project No. 2005-CDP-04 and direct staff to revise Resolution No. 3732 to reflect the findings for denial.

RECOMMENDATION

Adopt Resolution No. 3732 recommending approval for Project No. 2005-CDP-04 for General Plan Amendment, Annexation, Zone Change, Specific Plan, Development Agreement, Tentative Tract Map, and Growth Management Allocations in order to allow a 79-lot single-family hillside residential subdivision on an existing vacant undeveloped 32.5 acre lot subject to the conditions of approval.

Attachments:

- Attachment A – Resolution No. 3732
- Attachment B – Vicinity Map
- Attachment C – Tentative Map 5475
- Attachment D – Fiscal Impact Analysis (provided separately)
- Attachment E – Final Environmental Impact Report (previously distributed)
- Attachment F – Specific Plan (previously distributed)
- Attachment G – Development Agreement (provided separately)

MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Elisabeth V. Paniagua, Assistant to the City Manager

Subject: Approval of Below Market Rental Lease Rates and Agreements with the Boys and Girls Club, Chamber of Commerce and the Santa Paula Arts Society

Date: November 9, 2015

Recommendation: It is recommended that the City Council: 1) Adopt Resolutions No. 6961, 6954 and 6955 approving below market rental lease rates applicable to non-profit tenants, the Santa Paula Arts Society, Santa Paula Chamber of Commerce and the Santa Clara Valley Boys and Girls Club pursuant to the Below Market Rental Policy; 2) Direct staff to execute the negotiated lease agreements with the non-profit organizations; and (3) take such additional, related action as may be desirable.

Fiscal Impacts: Reduction from the appraised rental rates for the three City-owned properties could result in lost revenue of approximately \$48,600-\$64,200, annually. While the City does receive non-tangible public benefits as a result of these below-market rentals, it is difficult if not impossible to quantify the amount of that public benefit.

Personnel Impacts: There are no personnel impacts associated with this item.

General Discussion: On January 20, 2015, the City Council approved Resolution No.6913 adopting the Below Market Rate Rent Policy. The policy sets forth the criteria and guidelines by which the City can offer below-market rental rates for City-owned properties to non-profit organizations that provide benefits and services to the citizens of Santa Paula.

On October 19, 2015, the City Council approved the rental term requests by the nonprofit organizations currently occupying City owned buildings, which include the Santa Paula Arts Society (Train Depot back office); the Santa Paula Chamber of Commerce (Train Depot front and upstairs); and the Boys and Girls Club of the Santa Clara Valley (Gymnasium). Each of the three organizations provided all requested documentation required by the Below Market Rate Rents Policy.

Staff has negotiated all lease terms with each of the organizations, which include 10 year leases with rental rates of \$1.00 per year. In addition, the Boy and Girls Club of Santa Clara Valley agreement also includes the approved sublease of a

For the Regular City Council Meeting of November 16, 2015

portable unit located on city property. Copies of the rental agreements are attached for your reference.

Staff has reviewed the documentation provided by each of the organizations and reflected below market rate rent findings for each in the attached Resolutions No. 6953, 6954, 6955. Staff requests City Council approve the attached resolutions and direct staff to execute the lease agreements with each organization.

Alternatives:

- A. Approve Resolutions 6961, 6954 and 6955 and direct staff to execute agreements.
- B. Provide further direction

Attachments:

- 1. Resolution No. 6961 Santa Paula Arts Society
- 2. Resolution No. 6954 Santa Paula Chamber of Commerce
- 3. Resolution No. 6955 Santa Clara Valley Boys and Girls Club
- 4. Lease Agreements with Santa Paula Arts Society, Santa Paula Chamber of Commerce and Santa Clara Valley Boys and Girls Club

RESOLUTION NO. 6961

A RESOLUTION OF THE CITY OF SANTA PAULA APPROVING THE BELOW MARKET RENTAL RATE FOR USE OF A CITY-OWNED BUILDING LOCATED AT 200 N. 10th STREET BY THE SANTA PAULA ART SOCIETY

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

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

- A. The City of Santa Paula leases City-owned land and buildings to all interested parties, including non-profit organizations.
- B. On January 19, 2015, the City Council adopted the Below Market Rental Policy ("Policy") to provide a method of giving assistance to non-profit organizations that may be quasi-public, community-oriented service groups, which provide services to the citizens of Santa Paula.
- C. The Train Depot back office and gallery meeting area located at 200 N. 10th Street is and will continue to be used for public purposes.
- D. The Santa Paula Art Society ("Art Society") was established in 1968 as a non-profit organization for the purpose of improving their member's art understanding; to further art awareness in the community and support enthusiastically all beneficial art activities; to create a nucleus for growth by sponsoring workshops, competitions and opportunities for members to show their works. The Art Society also offers encouragement and incentives to talented students through scholarships or other means; to sponsor programs relative to art in the Santa Paula community.
- E. The Art Society has continued to provide community service to residents of Santa Paula through the Annual Santa Paula Art and Photography show, and sponsoring rotating art shows throughout the year.
- F. The Art Society leased the Train Depot since 2001 and has requested a Below Market Rental Rate for the continued lease of the Train Depot Back office and meeting space to be used as an art gallery area.
- G. The Art Society has submitted all requested documentation as required by the Policy and the City has determined all criteria,

guidelines or requirements outlined in the Policy have been satisfied.

SECTION 2: The Council finds that the Arts Society is a non-profit organization that provides a definitive public purpose to the residents of Santa Paula by improving art understanding and art awareness in the community.

SECTION 3: The Council finds further that a below-market rental rate is warranted to assist the Arts Society in providing public benefits to Santa Paula.

SECTION 4: The City Manager or his designee are authorized to negotiate and execute any required documents, including a lease agreement, in order to implement the purpose set forth in this Resolution.

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

PASSED AND ADOPTED this 16th day of November 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

RESOLUTION NO. 6954

A RESOLUTION OF THE CITY OF SANTA PAULA APPROVING THE BELOW MARKET RENTAL RATE LEASE FOR USE OF A CITY-OWNED BUILDING LOCATED AT 200 NORTH 10th STREET BY THE SANTA PAULA CHAMBER OF COMMERCE

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

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

- A. The City of Santa Paula leases City-owned land and buildings to all interested parties including non-profit organizations.

On January 19, 2015, the City Council adopted the Below Market Rental Policy ("Policy") to provide a method of giving assistance to non-profit organizations that may be quasi-public, community-oriented service groups, which provide services to the citizens of Santa Paula.

- B. The Train Depot front office and upstairs storage area located at 200 N. 10th Street will continue to be used for future public purposes.
- C. The Santa Paula Chamber of Commerce ("Chamber") was established in 1941 as a non-profit organization for the purpose of being "in Business for Business," by providing services and activities to enhance and improve the economic and business climate in Santa Paula and the surrounding community. The Chamber promotes tourism, including the distribution of information and brochures highlighting points of interest and special events. The Chamber will develop resources to fulfill its mission through membership development, special events, and sales of products and services featuring Santa Paula.
- D. The Chamber continues to provide community service to Santa Paula residents and businesses by promoting tourism and supporting Santa Paula businesses which, in turn, enhances the local economy and increases City tax revenue.
- E. The Chamber has leased the Train Depot since 2001 and has requested a Below Market Rental Rate for the continued lease of the Train Depot Front office and second story office.
- F. The Chamber has submitted all requested documentation as required by the Policy and the City has determined all criteria,

guidelines or requirements outlined in the Policy have been satisfied.

SECTION 2: The Council finds that the Chamber is a non-profit organization that provides a definitive public purpose to the residents of Santa Paula by promoting tourism and supporting businesses in the community.

SECTION 3: The Council finds further that a below-market rental rate is warranted to assist the Chamber in providing public benefits to Santa Paula.

SECTION 4: The City Manager or his designee are authorized to negotiate and execute any required documents, including a lease agreement, in order to implement the purpose set forth in this Resolution.

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

PASSED AND ADOPTED this 16th day of November 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

RESOLUTION NO. 6955

A RESOLUTION OF THE CITY OF SANTA PAULA APPROVING THE BELOW MARKET RENTAL RATE LEASE FOR USE OF A CITY-OWNED BUILDING AT 1400 E. HARVARD BOULEVARD BY THE BOYS AND GIRLS CLUB OF SANTA CLARA VALLEY

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

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

- A. The City of Santa Paula leases City-owned land and buildings to all interested parties including non-profit organizations.
- B. On January 19, 2015, the City Council adopted the Below Market Rental Policy ("Policy") to provide a method of giving assistance to non-profit organizations that may be quasi-public, community-oriented service groups, which provide services to the citizens of Santa Paula.
- C. The Gym building located at 1400 E. Harvard Blvd will continued to be used for future public purposes.
- D. The Boys and Girls Club of Santa Clara Valley ("Club") was established in 1968 as a non-profit organization for the purpose of providing daily access to safe, supervised activities that foster children to become productive, responsible and caring citizens.
- E. The Club has continued to provide community service to residents of Santa Paula by serving 790 youth members at both the Harding Park site and 7 school sites, providing mentorship and leadership youth programs to at-risk youth, and recreational and enrichment programs.
- F. The Club has leased the Gym building since 1993 and has requested a Below Market Rental Rate for the continued lease of the Gym building and surrounding parking area.
- G. The Club submitted all requested documentation as required by the Policy and the City determined all criteria, guidelines or requirements outlined in the Policy have been satisfied.

SECTION 2: The Council finds that the Club is a non-profit organization that provides a definitive public purpose to the residents of Santa Paula by offering youth services in the community.

SECTION 3: The Council finds further that a below-market rental rate is warranted to assist the Club in providing public benefits to Santa Paula.

SECTION 4: The City Manager or designee are authorized to negotiate and execute any required documents, including a lease agreement, in order to implement the purpose set forth in this Resolution.

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

PASSED AND ADOPTED this 16th day of November 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

**LEASE AGREEMENT BETWEEN THE
CITY OF SANTA PAULA AND
SANTA PAULA SOCIETY OF THE ARTS**

THIS LEASE is made and executed this ____ day of November, 2015, between the CITY OF SANTA PAULA, a municipal corporation and general law city (“CITY”), and the SANTA PAULA SOCIETY OF THE ARTS, a California non-profit Corporation (“LESSEE”).

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

A. The CITY owns the real property located at 200 North 10th Street, Santa Paula, CA 93060 (the “Property”). The Property is described by Assessor Parcel Numbers _____.

B. The Property consists of the Train Depot. The Property is also located within the Open Space Parks and Recreation Zone;

C. The CITY intends to lease a portion of the Train Depot comprising of the building’s middle foyer space that lies between the west community meeting room and the Chamber of Commerce’s east office space.

D. LESSEE may use the community meeting room twice a month for its monthly meetings, but must obtain prior approval from the City’s Community Services Department. City will approve use of the community room, if it is not scheduled to be rented out on that day. LESSEE will clean community room after any event and replace any used supplies.

E. LESSEE is allowed to hang paintings and install lightening in lobby space and also in the community meeting room in a manner and in locations that are approved beforehand by the CITY. LESSEE acknowledges that the CITY recommends a minimum of fifteen inches (15”) of space exist between pictures. Clear floor space must be maintained in the lobby for access from the north facility door to the accessible lift and stair case, as approved by the Building Official and Fire Chief.

F. The leased area shall not include a) the grounds and property located outside of the space previously described, b)the community meeting room located on the west side of the property, c) the office space in the east side of the property occupied by the Chamber of Commerce;

G. LESSEE intends to use the Leased Area as an office, arts visitor’s center and related incidental uses.

2. **LEASE; DESCRIPTION OF PROPERTY.** CITY leases to LESSEE to use, on the terms and conditions of this Lease, a portion of the Property, which is depicted in the attached Exhibit "A" ("Leased Area") and incorporated by this reference.

3. **RENT.** LESSEE agrees to pay to CITY as rental for the Property the sum of one dollar (\$1.00) YEARLY, payable in advance on the 9th day of November of each year during the term.

4. **TERM.** The term of this Lease is ten (10) years. The term of this Lease can be extended upon the mutual consent of both parties.

5. **USE OF PROPERTY.**

A. Subject to the limitations listed above and below, LESSEE as an office, arts visitors center and related incidental activities, subject to compliance with local, state and federal laws and regulations. The Property may not be used for any other purpose.

6. **UTILITIES.**

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

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

7. **TRASH AND GARBAGE.** LESSEE will provide and pay all costs for the complete and proper disposal and timely removal of all refuse resulting from its operations. LESSEE will provide and use appropriate covered receptacles for all refuse at the Property. Piling boxes, cartons, barrels or other similar items in view of a public area will not be permitted. LESSEE is responsible for the proper disposal of its refuse in such a manner as not to contaminate or restrict sewer lines.

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

9. **HAZARDOUS WASTE.** CITY has not, nor, to CITY's knowledge, has any third party used, generated, stored, or disposed of, or permitted the use, generation, storage, or disposal of, any hazardous material (as defined below) on, under, or within the Property in violation of any law or regulation. LESSEE agrees that it will not use, generate, store,

or dispose of any hazardous material (as defined below) on, under, or within the Property in violation of any law or regulation. LESSEE agrees to defend and indemnify CITY, as provided in this Lease, against any and all losses, liabilities, claims, and/or costs arising from any breach by LESSEE of any warranty or agreement contained in this section. As used in this section, "hazardous material" means any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

10. POSSESSORY INTEREST TAXES. LESSEE is informed by CITY pursuant to Revenue & Taxation Code § 107.6 that its property interest in the Property may be subject to property taxation if created and that LESSEE may be subject to the payment of property taxes levied on its interest. LESSEE may not deduct such amount from payments to CITY.

11. QUIET ENJOYMENT. CITY agrees that LESSEE, upon making payments to be paid by LESSEE under the terms of this Agreement and upon observing and keeping the agreements and each of the covenants of this Lease will lawfully and quietly hold, occupy, and enjoy the Property during the term of this Lease.

12. CITY'S LIMITED WARRANTY. CITY warrants that it is under no disability, restriction or prohibition, whether contractual or otherwise, with respect to its right to execute this agreement and perform its terms and conditions and has the legal right, power and authority to grant all of the rights granted herein.

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

- A. At the expiration of the term;
- B. Upon mutual written agreement between the parties;
- C. At the end of twelve (12) months if either party gives two (2) month notice to the other of its intent to terminate this Lease;
- D. Upon the Property being condemned; or
- E. Should LESSEE materially breach this Lease and fail to cure such breach within thirty (30) days of being notified by CITY regarding such breach to CITY's reasonable satisfaction.

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

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

16. **CONDEMNATION.** If all or part of the Property is acquired by eminent domain or purchase in lieu thereof, LESSEE acknowledges that it will have no claim to any compensation awarded for the taking of the Property or any portion thereof or for loss of or damage to LESSEE's improvements.

17. **RELOCATION BENEFITS.** LESSEE acknowledges that it was informed that CITY is a public entity and that the Property was previously acquired by CITY for a public purpose. LESSEE further acknowledges that any rights acquired under this Lease arose after the date of acquisition of the Property and that said rights are subject to termination when the Property is needed by CITY. LESSEE acknowledges that at the time of any termination of this Lease, LESSEE will not be a "displaced person" entitled to any of the relocation assistance or benefits offered to displaced persons under State or Federal law.

18. **NO PUBLIC PROJECT.** All rights given to LESSEE pursuant to this Lease are for LESSEE's use of the public property identified herein. Any trespass, use, or other utilization of private property by LESSEE is done at its own risk; LESSEE is not an agent of CITY and this Lease is not intended, nor should it be construed, to constitute a public project.

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

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

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

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

23. **HOLDOVER.** If LESSEE holds possession of the Property after the initial term, or any option, expires, with CITY's written consent, LESSEE will become a tenant from month-to-month at the fair market rental rate per month. Such tenancy will be subject to all of the terms and conditions of this Lease.

15. **INDEMNIFICATION.**

A. LESSEE indemnifies and holds CITY harmless from and against any claim,

action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Lease, or its performance, except for CITY's sole active negligence. Should CITY be named in any suit, or should any claim be against it, by suit or otherwise, whether the same be groundless or not, arising out of this Lease, or its performance, pursuant to this Lease, LESSEE will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify it for any judgment rendered against it or any sums paid out in settlement or otherwise.

B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and volunteers.

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

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

E. The requirements as to the types and limits of insurance coverage to be maintained by LESSEE as required by Section 24 below, and any approval of such insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by LESSEE pursuant to this Lease, including but not limited to the provisions concerning indemnification.

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

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

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

C. LESSEE will provide Fire Insurance coverage running to benefit the CITY

to the full value of all buildings, equipment, materials and supplies which are used or stored for use by the LESSEE.

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

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

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

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

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

LESSEE at: Santa Paula Society of the Arts
Attention: Executive Director
P.O. Box 788
Santa Paula, CA 93060
(805) 525-1104

CITY at: City of Santa Paula
Attn: City Manager's Office
P.O. Box 569
Santa Paula, CA 93060

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

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

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

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

32. INTEGRATION. This instrument and its attachments constitute the sole agreement between CITY and LESSEE respecting the Property, the use of the Property by LESSEE, and the specified term, and correctly sets forth the obligations of CITY and LESSEE. Any Lease or representations respecting the Property or its licensing by CITY to LESSEE not expressly set forth in this instrument are void. There is one (1) attachments to this Lease.

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

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

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

[Signatures on next page]

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

CITY OF SANTA PAULA

Jaime Fontes,
City Manager

Executive Director,
Santa Paula Society of the Arts

ATTEST:

Judy Rice,
City Clerk

Taxpayer ID No. _____

APPROVED AS TO FORM:

John Cotti, City Attorney

**LEASE AGREEMENT BETWEEN THE
CITY OF SANTA PAULA AND
SANTA PAULA CHAMBER OF COMMERCE**

THIS LEASE is made and executed this ____ day of November, 2015, between the CITY OF SANTA PAULA, a municipal corporation and general law city (“CITY”), and the SANTA PAULA CHAMBER OF COMMERCE, a California non-profit Corporation (“LESSEE”).

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

- A. The CITY owns the real property located at 200 North 10th Street, Santa Paula, CA 93060 (the “Property”). The Property is described by Assessor Parcel Numbers _____.
- B. The Property consists of the Train Depot. The Property is also located within the Open Space Parks and Recreation Zone;
- C. The CITY intends to lease a portion of the Train Depot comprising of the east office space and upstairs office space.
- D. The leased area shall not include a) the grounds and property located outside of the space previously described, b) the community meeting room located on the west side of the property, c) the foyer space in the middle of the property occupied by the Society of the Arts;
- E. The LESSEE must obtain prior approval from the City’s Community Services Department if it requests use of the Train Depot’s community room before scheduling any event. City will approve use of the community room, if it is not scheduled to be rented out on that day. LESSEE will clean community room after any event and replace any used supplies;
- F. LESSEE intends to use the Leased Area as an office, visitor center and related incidental uses.

2. **LEASE; DESCRIPTION OF PROPERTY.** CITY leases to LESSEE to use, on the terms and conditions of this Lease, a portion of the Property, which is depicted in the attached Exhibit “A” (“Leased Area”) and incorporated by this reference.

3. **RENT.** LESSEE agrees to pay to CITY as rental for the Property the sum of one dollar (\$1.00) YEARLY, payable in advance on the 9th day of November of each year during the term.

4. **TERM.** The term of this Lease is ten (10) years. The term of this Lease can be extended upon the mutual consent of both parties.

5. **USE OF PROPERTY.** Subject to the limitations listed above and below, LESSEE as an office, visitor center and related incidental activities, subject to compliance with local, state and federal laws and regulations. The Property may not be used for any other purpose.

6. **UTILITIES.**

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

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

7. **TRASH AND GARBAGE.** LESSEE will provide and pay all costs for the complete and proper disposal and timely removal of all refuse resulting from its operations. LESSEE will provide and use appropriate covered receptacles for all refuse at the Property. Piling boxes, cartons, barrels or other similar items in view of a public area will not be permitted. LESSEE is responsible for the proper disposal of its refuse in such a manner as not to contaminate or restrict sewer lines.

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

9. **HAZARDOUS WASTE.** CITY has not, nor, to CITY's knowledge, has any third party used, generated, stored, or disposed of, or permitted the use, generation, storage, or disposal of, any hazardous material (as defined below) on, under, or within the Property in violation of any law or regulation. LESSEE agrees that it will not use, generate, store, or dispose of any hazardous material (as defined below) on, under, or within the Property in violation of any law or regulation. LESSEE agrees to defend and indemnify CITY, as provided in this Lease, against any and all losses, liabilities, claims, and/or costs arising from any breach by LESSEE of any warranty or agreement contained in this section. As used in this section, "hazardous material" means any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

10. **POSSESSORY INTEREST TAXES.** LESSEE is informed by CITY pursuant to Revenue & Taxation Code § 107.6 that its property interest in the Property may be

subject to property taxation if created and that LESSEE may be subject to the payment of property taxes levied on its interest. LESSEE may not deduct such amount from payments to CITY.

11. **QUIET ENJOYMENT.** CITY agrees that LESSEE, upon making payments to be paid by LESSEE under the terms of this Agreement and upon observing and keeping the agreements and each of the covenants of this Lease will lawfully and quietly hold, occupy, and enjoy the Property during the term of this Lease.

12. **CITY'S LIMITED WARRANTY.** CITY warrants that it is under no disability, restriction or prohibition, whether contractual or otherwise, with respect to its right to execute this agreement and perform its terms and conditions and has the legal right, power and authority to grant all of the rights granted herein.

13. **TERMINATION.** This Lease may be terminated as follows:

- A. At the expiration of the term;
- B. Upon mutual written agreement between the parties;
- C. At the end of twelve (12) months if either party gives two (2) month notice to the other of its intent to terminate this Lease;
- D. Upon the Property being condemned; or
- E. Should LESSEE materially breach this Lease and fail to cure such breach within thirty (30) days of being notified by CITY regarding such breach to CITY's reasonable satisfaction.

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

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

16. **CONDEMNATION.** If all or part of the Property is acquired by eminent domain or purchase in lieu thereof, LESSEE acknowledges that it will have no claim to any compensation awarded for the taking of the Property or any portion thereof or for loss of or damage to LESSEE's improvements.

17. **RELOCATION BENEFITS.** LESSEE acknowledges that it was informed that CITY is a public entity and that the Property was previously acquired by CITY for a public purpose. LESSEE further acknowledges that any rights acquired under this Lease arose after the date of acquisition of the Property and that said rights are subject to

termination when the Property is needed by CITY. LESSEE acknowledges that at the time of any termination of this Lease, LESSEE will not be a “displaced person” entitled to any of the relocation assistance or benefits offered to displaced persons under State or Federal law.

18. NO PUBLIC PROJECT. All rights given to LESSEE pursuant to this Lease are for LESSEE’s use of the public property identified herein. Any trespass, use, or other utilization of private property by LESSEE is done at its own risk; LESSEE is not an agent of CITY and this Lease is not intended, nor should it be construed, to constitute a public project.

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

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

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

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

23. HOLDOVER. If LESSEE holds possession of the Property after the initial term, or any option, expires, with CITY’s written consent, LESSEE will become a tenant from month-to-month at the fair market rental rate per month. Such tenancy will be subject to all of the terms and conditions of this Lease.

15. INDEMNIFICATION.

A. LESSEE indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney’s fees), injuries, or liability, arising out of this Lease, or its performance, except for CITY’s sole active negligence. Should CITY be named in any suit, or should any claim be against it, by suit or otherwise, whether the same be groundless or not, arising out of this Lease, or its performance, pursuant to this Lease, LESSEE will defend CITY (at CITY’s request and with counsel satisfactory to CITY) and will indemnify it for any judgment rendered against it or any sums paid out in settlement or otherwise.

B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and volunteers.

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

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

E. The requirements as to the types and limits of insurance coverage to be maintained by LESSEE as required by Section 24 below, and any approval of such insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by LESSEE pursuant to this Lease, including but not limited to the provisions concerning indemnification.

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

- A. LESSEE will provide Commercial General Liability, Broad Form General Liability and Business Automobile Liability insurance that meet or exceed the requirement of ISO Forms GL0002, GL0404 and CA0001, Code 1, respectively, in the most current State of California approved forms, in connection with LESSEE's performance in the amount of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage for each policy coverage.
- B. Commercial General Liability, Broad Form General Liability and Business Automobile Liability policies required in this Lease will be endorsed to name CITY, its officials, volunteers, and employees as "additional insureds" under said insurance coverage, to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto, and to state that the policy(ies) will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.
- C. LESSEE will provide Fire Insurance coverage running to benefit the CITY to the full value of all buildings, equipment, materials and supplies which are used or stored for use by the LESSEE.
- D. LESSEE will furnish to CITY a certificate of insurance, in the standard form required by CITY, duly authenticated, evidencing maintenance of the insurance required under this Lease and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."

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

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

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

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

LESSEE at: Santa Paula Chamber of Commerce
Attention: Executive Director
P.O. Box 1
Santa Paula, CA 93060

CITY at: City of Santa Paula
Attn: City Manager's Office
P.O. Box 569
Santa Paula, CA 93060

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

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

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

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

32. **INTEGRATION.** This instrument and its attachments constitute the sole agreement between CITY and LESSEE respecting the Property, the use of the Property by LESSEE, and the specified term, and correctly sets forth the obligations of CITY and LESSEE. Any Lease or representations respecting the Property or its licensing by CITY to LESSEE not expressly set forth in this instrument are void. There is one (1) attachments to this Lease.

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

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

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

[Signatures on next page]

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

CITY OF SANTA PAULA

Jaime Fontes,
City Manager

Executive Director,
Santa Paula Chamber of Commerce

ATTEST:

Judy Rice,
City Clerk

Taxpayer ID No. _____

APPROVED AS TO FORM:

John Cotti, City Attorney

**LEASE AGREEMENT BETWEEN THE
CITY OF SANTA PAULA AND
BOYS AND GIRLS CLUB OF SANTA CLARA VALLEY**

THIS LEASE is made and executed this 9th day of November, 2015, between the CITY OF SANTA PAULA, a municipal corporation and general law city (“CITY”), and the BOYS AND GIRLS CLUB OF SANTA CLARA VALLEY, a California non-profit Corporation (“LESSEE”).

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

- A. The CITY owns the real property located at 1400 East Harvard Boulevard, Santa Paula, CA 93060 (the “Property”). The Property is described by Assessor Parcel Numbers _____.
- B. The Property consists of the Gym building and parking lot area. The Property is also located within the Institutional Civic Zone;
- C. The CITY intends to lease the gymnasium building and surrounding parking lot area.
- D. The leased area shall not include surrounding public park areas.
- E. LESSEE agrees to provide gymnasium for use of the indoor basketball courts for the City’s recreation sports programs on a mutually agreeable schedule.
- F. LESSEE intends to use the Leased Area as an office, recreational gymnasium and related incidental uses.

2. **LEASE; DESCRIPTION OF PROPERTY.** CITY leases to LESSEE to use, on the terms and conditions of this Lease, a portion of the Property, which is depicted in the attached Exhibit “A” (“Leased Area”) and Exhibit “B” (“Building Equipment) and incorporated by this reference.

3. **RENT.** LESSEE agrees to pay to CITY as rental for the Property the sum of one dollar (\$1.00) YEARLY, payable in advance on the 9th day of November of each year during the term.

4. **TERM.** The term of this Lease is ten (10) years. The term of this Lease can be extended upon the mutual consent of both parties.

5. **USE OF PROPERTY.** Subject to the limitations listed above and below, LESSEE as an office, visitor center and related incidental activities, subject to compliance with

local, state and federal laws and regulations. The Property may not be used for any other purpose.

6. UTILITIES.

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

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

7. TRASH AND GARBAGE. LESSEE will provide and pay all costs for the complete and proper disposal and timely removal of all refuse resulting from its operations. LESSEE will provide and use appropriate covered receptacles for all refuse at the Property. Piling boxes, cartons, barrels or other similar items in view of a public area will not be permitted. LESSEE is responsible for the proper disposal of its refuse in such a manner as not to contaminate or restrict sewer lines.

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

9. HAZARDOUS WASTE. CITY has not, nor, to CITY's knowledge, has any third party used, generated, stored, or disposed of, or permitted the use, generation, storage, or disposal of, any hazardous material (as defined below) on, under, or within the Property in violation of any law or regulation. LESSEE agrees that it will not use, generate, store, or dispose of any hazardous material (as defined below) on, under, or within the Property in violation of any law or regulation. LESSEE agrees to defend and indemnify CITY, as provided in this Lease, against any and all losses, liabilities, claims, and/or costs arising from any breach by LESSEE of any warranty or agreement contained in this section. As used in this section, "hazardous material" means any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

10. POSSESSORY INTEREST TAXES. LESSEE is informed by CITY pursuant to Revenue & Taxation Code § 107.6 that its property interest in the Property may be subject to property taxation if created and that LESSEE may be subject to the payment of property taxes levied on its interest. LESSEE may not deduct such amount from payments to CITY.

11. **QUIET ENJOYMENT.** CITY agrees that LESSEE, upon making payments to be paid by LESSEE under the terms of this Agreement and upon observing and keeping the agreements and each of the covenants of this Lease will lawfully and quietly hold, occupy, and enjoy the Property during the term of this Lease.

12. **CITY'S LIMITED WARRANTY.** CITY warrants that it is under no disability, restriction or prohibition, whether contractual or otherwise, with respect to its right to execute this agreement and perform its terms and conditions and has the legal right, power and authority to grant all of the rights granted herein.

13. **TERMINATION.** This Lease may be terminated as follows:

- A. At the expiration of the term;
- B. Upon mutual written agreement between the parties;
- C. At the end of twelve (12) months if either party gives two (2) month notice to the other of its intent to terminate this Lease;
- D. Upon the Property being condemned; or
- E. Should LESSEE materially breach this Lease and fail to cure such breach within thirty (30) days of being notified by CITY regarding such breach to CITY's reasonable satisfaction.

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

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

16. **CONDEMNATION.** If all or part of the Property is acquired by eminent domain or purchase in lieu thereof, LESSEE acknowledges that it will have no claim to any compensation awarded for the taking of the Property or any portion thereof or for loss of or damage to LESSEE's improvements.

17. **RELOCATION BENEFITS.** LESSEE acknowledges that it was informed that CITY is a public entity and that the Property was previously acquired by CITY for a public purpose. LESSEE further acknowledges that any rights acquired under this Lease arose after the date of acquisition of the Property and that said rights are subject to termination when the Property is needed by CITY. LESSEE acknowledges that at the time of any termination of this Lease, LESSEE will not be a "displaced person" entitled to any of the relocation assistance or benefits offered to displaced persons under State or Federal law.

18. **NO PUBLIC PROJECT.** All rights given to LESSEE pursuant to this Lease are for LESSEE's use of the public property identified herein. Any trespass, use, or other utilization of private property by LESSEE is done at its own risk; LESSEE is not an agent of CITY and this Lease is not intended, nor should it be construed, to constitute a public project.

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

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

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

22. **ASSIGNMENT AND SUBLETTING.** The City consents to the sublease of a portion of the Property (primarily the kitchen and portable structures) to Child Development Resources of Ventura County. Except as specifically provided herein, this Lease may not be assigned, transferred, or sublet by LESSEE, court order, or through any other means. Any such purported transfer will be null and void.

23. **HOLDOVER.** If LESSEE holds possession of the Property after the initial term, or any option, expires, with CITY's written consent, LESSEE will become a tenant from month-to-month at the fair market rental rate per month. Such tenancy will be subject to all of the terms and conditions of this Lease.

15. INDEMNIFICATION.

A. LESSEE indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Lease, or its performance, except for CITY's sole active negligence. Should CITY be named in any suit, or should any claim be against it, by suit or otherwise, whether the same be groundless or not, arising out of this Lease, or its performance, pursuant to this Lease, LESSEE will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify it for any judgment rendered against it or any sums paid out in settlement or otherwise.

B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and volunteers.

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

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

E. The requirements as to the types and limits of insurance coverage to be maintained by LESSEE as required by Section 24 below, and any approval of such insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by LESSEE pursuant to this Lease, including but not limited to the provisions concerning indemnification.

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

- A. LESSEE will provide Commercial General Liability, Broad Form General Liability and Business Automobile Liability insurance that meet or exceed the requirement of ISO Forms GL0002, GL0404 and CA0001, Code 1, respectively, in the most current State of California approved forms, in connection with LESSEE's performance in the amount of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage for each policy coverage.
- B. Commercial General Liability, Broad Form General Liability and Business Automobile Liability policies required in this Lease will be endorsed to name CITY, its officials, volunteers, and employees as "additional insureds" under said insurance coverage, to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto, and to state that the policy(ies) will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.
- C. LESSEE will provide Fire Insurance coverage running to benefit the CITY to the full value of all buildings, equipment, materials and supplies which are used or stored for use by the LESSEE.
- D. LESSEE will furnish to CITY a certificate of insurance, in the standard form required by CITY, duly authenticated, evidencing maintenance of the insurance required under this Lease and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."

25. COMPLIANCE WITH LAW. LESSEE will, at its sole cost and expense, comply with all of the requirements of all federal, state, and local authorities now in force, or

which may hereafter be in force, pertaining to the Property and will faithfully observe in the use of the Property all applicable laws. The judgment of any court of competent jurisdiction that LESSEE has violated any such ordinance or statute in the use of the Property will be conclusive of that fact as between CITY and LESSEE.

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

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

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

LESSEE at: Boys and Girls Club of Santa Clara Valley
Attention: Executive Director
P.O. Box
Santa Paula, CA 93060
(805)

CITY at: City of Santa Paula
Attn: City Manager's Office
P.O. Box 569
Santa Paula, CA 93060

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

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

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

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

32. **INTEGRATION.** This instrument and its attachments constitute the sole agreement between CITY and LESSEE respecting the Property, the use of the Property by LESSEE, and the specified term, and correctly sets forth the obligations of CITY and LESSEE. Any Lease or representations respecting the Property or its licensing by CITY to LESSEE not expressly set forth in this instrument are void. There is one (1) attachments to this Lease.

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

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

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

[Signatures on next page]

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

CITY OF SANTA PAULA

Jaime Fontes,
City Manager

Executive Director,
Boys and Girls Club of Santa Clara Valley

ATTEST:

Judy Rice,
City Clerk

Taxpayer ID No. _____

APPROVED AS TO FORM:

John Cotti, City Attorney

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: John C. Cotti, City Attorney

Subject: Consideration and Possible Action to Formally Adopt a City Council Code of Conduct

Date: November 9, 2015

Recommendation: It is recommended that the City Council: 1) Receive and file the attached report; and 2) Review the draft Code of Conduct and direct Staff as appropriate.

Fiscal Impacts: There are no fiscal impacts associated with this item.

Personnel Impacts: There are no personnel impacts associated with this item.

General Discussion: Prior City Councils have discussed the adoption and implementation of a code of conduct describing the manner in which Councilmembers should treat one another, city staff and constituents. Although discussed (most recently in 2000), it does not appear that the Council passed a resolution formally adopting a code of conduct.

As a future agenda item at its October 19, 2015, meeting, the Council directed the City Attorney to draft a formal policy governing the conduct of Councilmembers. In response to the Council's direction, a draft Code of Conduct is attached for the Council's consideration. The draft policy covers individual Councilmembers' conduct at public meetings, their interaction with City staff and the public and their interaction with various advisory bodies. The draft policy also contains enforcement provisions.

While every effort was made, it is not possible for this type of policy to anticipate and provide a rule of conduct for every potential situation. Rather, the policy flows from the expectation that Councilmembers will treat each other, City employees, residents and business people with courtesy, respect the chain of command and behave within the bounds of their authority.

The Council is free to revise the draft Code of Conduct as it deems appropriate. Once the Council finalizes the Code of Conduct, City staff will bring back a resolution for formal adoption.

For the Regular City Council Meeting of November 16, 2015

Alternatives:

- A. Approve the Code of Conduct and direct City staff to bring back a resolution of approval;
- B. Revise the Code of Conduct and direct City staff to bring back a resolution of approval as revised;
- C. Provide City staff with additional direction.

Attachments:

Draft City Council Code of Conduct

CITY OF SANTA PAULA

ADMINISTRATIVE POLICIES AND PROCEDURES

APP NO.:

CITY COUNCIL CODE OF CONDUCT

I. PURPOSE

The purpose of this Code of Conduct (“Code”) is to define the role of elected and appointed officials (members of the City Council and its subsidiary Commissions and Boards, collectively “City officials” or “officials”) in the governance of the City. This Code of Conduct is designed to describe the manner in which Councilmembers should treat one another, City staff, constituents, and others they come into contact with in representing the City of Santa Paula. This Code consists of policies intended to advance the City’s goals of providing efficient and high quality services to its residents and providing a safe and productive work environment for its employees.

This Code addresses selective aspects of the governance of the City and supplements, but does not supplant, other laws and rules that prescribe the legal responsibilities of City officials. Those include, among others, the California Constitution, various provisions of the California Government Code (including the Brown Act and the Political Reform Act) and Labor Code, federal laws prohibiting discrimination and harassment, and the provisions of the City’s own Municipal Code.

This City Council code of conduct should not be interpreted to conflict with other rights and responsibilities of the City’s public officials set forth in this code or Federal, State, or local law. The City Council Code of Conduct shall be considered to be the definitive document relating to ethical conduct by Santa Paula Councilmembers.

II. POLICY

What follows are general policies governing the conduct of City officials:

A. General Conduct

1. Councilmembers must refrain from abusive conduct, personal charges, or verbal attacks upon the character or motives of other members of the City Council, boards, commissions, committees, staff, or the public.
2. Councilmember duties must be performed in accordance with the processes and rules of order established by the City Council.
3. Councilmembers must inform themselves on public issues, listen attentively to public discussions before the body, and focus on the business at hand.

CITY OF SANTA PAULA

ADMINISTRATIVE POLICIES AND PROCEDURES

APP NO.:

3. Council decisions must be based upon the merits and substance of the matter at hand.
4. It is the responsibility of Councilmembers to publicly share substantive information that is relevant to a matter under consideration that they have received from sources outside of the public decision-making process with all other Councilmembers and the public prior to taking action on the matter.
6. Appropriate City staff should be involved when Councilmembers meet with officials from other agencies and jurisdictions to ensure proper staff support as needed and to keep staff informed.
7. Councilmembers must not attend internal staff meetings or meetings between City staff and third parties unless invited by City staff or directed by Council to do so. The lands and buildings, which will be made available for use by qualifying non-profit organizations, will meet the following criteria.

B. Conduct at Public Meetings:

1. All Councilmembers must refrain from abusive conduct, verbal attacks upon the character or motives of other members of the City Council, boards, commissions, committees, staff or the public.
2. Members must prepare themselves for public issues, listen courteously and attentively to all public discussions before the Council.
3. Councilmembers must refrain from interrupting other speakers, making personal comments not germane to the business of the Council, or otherwise interfering with the orderly conduct of the meetings.
4. Councilmembers must recognize the responsibility of the Mayor to maintain order, keep discussion on track, and focus discussion on the agenda items at hand.
5. Councilmembers must base decisions on the merits and substance of the matter at hand rather than on unrelated considerations.

CITY OF SANTA PAULA

ADMINISTRATIVE POLICIES AND PROCEDURES

APP NO.:

C. Council Interaction with City Staff

1. Council requests for research or other staff work must be directed to the City Manager, or the City Attorney regarding legal matters.
2. If more than fifteen minutes of staff time will be required to complete the task/project, the item will be agendaized to ask the City Council if time should be spent on preparing a report on the proposed item.
3. Staff responses prepared to Council inquiries shall be distributed to all City Councilmembers.
4. Councilmembers must not direct staff to initiate any action, change a course of action, or prepare any report. Except as provided in City Council Policy A-23, Work Item Referral Process for Council Advisory Bodies and Councilmember Committees, a Councilmember shall not initiate any project or study without the approval of the majority of the Council.
5. Councilmembers must not attempt to pressure or influence discussions, recommendations, workloads, schedules, or department priorities absent the approval of a majority of the Council.
6. Whenever possible, Councilmembers should direct questions ahead of time to the City Manager so that staff can provide the desired information at the Council meeting.
7. Any concerns by a member of the City Council regarding the behavior or work of a City employee should be directed to the City Manager privately to ensure the concern is resolved. Councilmembers must not reprimand employees directly nor should they communicate their concerns to anyone other than the City Manager.
8. Councilmembers may direct routine inquiries to either the City Manager or appropriate department head.
9. Councilmembers serving on Council committees or as the City's representative to an outside agency may interact directly with City staff assigned to that effort as the City Manager's designee. The City staff member so designated and assigned will keep the City Manager appropriately informed.

CITY OF SANTA PAULA

ADMINISTRATIVE POLICIES AND PROCEDURES

APP NO.:

10. Soliciting political support from staff (e.g., financial contributions, display of posters or lawn signs, name on support list, etc.) is prohibited. City staff may, as private citizens with constitutional rights, support political candidates, but all such activities must be done away from the workplace and may not be conducted while in uniform.

D. Council Interaction with the Public

1. Councilmembers may use their title only when conducting official City business, for information purposes, or as an indication of background and expertise, carefully considering whether they are exceeding or appearing to exceed their authority.
2. Once the City Council has taken a position on an issue, all official City correspondence regarding that issue will reflect the Council's adopted position.
3. In most instances, the Council will authorize the Mayor to send letters stating the City's official position to appropriate legislators.
4. City letterhead may be used by Councilmembers for official City business
5. If a member of the City Council appears before another governmental agency organization to give a statement on an issue affecting the City, the Councilmember should indicate the majority position and opinion of the Council
6. Personal opinions and comments may be expressed only if the Councilmember clarifies that these statements do not reflect the official position of the City Council.
7. Councilmembers must not make representations or promises to any third party regarding the future actions of the City or of the body of which they are a member, unless such representation or promise has been duly authorized by the appropriate body.
8. When representing the City on official business, officials shall behave responsibly and in a manner as to project a positive image for the City.

CITY OF SANTA PAULA

ADMINISTRATIVE POLICIES AND PROCEDURES

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E. Council Interaction with City Advisory Bodies

1. Councilmembers must not attempt to pressure or influence any commission or committee decisions, recommendations, or priorities absent the approval of the majority of the Council.
2. The City Council as a whole shall provide direction and guidance to its advisory bodies.

F. Confidential Information

1. Councilmembers must respect and preserve the confidentiality of information provided to them concerning the confidential matters of the City.
2. Councilmembers cannot disclose or otherwise use confidential information without proper legal authorization.
3. All written materials and verbal information regarding Closed Session items must remain confidential.

G. Enforcement

Every City official is expected to observe the foregoing policies and rules when engaged in City business.

1. Complaints alleging a violation of this Code of Conduct by a City official should be directed to the City Manager or the City Attorney. Upon receipt of a complaint of a minor nature, the City Manager and the City Attorney must together determine a course of action.
2. The City Manager and the City Attorney must, should they fail to resolve the complaint or should the complaint be of a serious nature, consult with the Mayor (unless the Mayor is the subject of the complaint, in which event they shall consult with the Mayor Pro Tem or other Councilmember, in order of seniority, as is appropriate under the circumstances) in order to determine an appropriate course of action.
3. The goal of enforcement of this Code of Conduct is corrective, rather than penal, and a progressive approach to curing violations shall be employed beginning with informal methods and proceeding to more formal methods as necessary.

CITY OF SANTA PAULA

ADMINISTRATIVE POLICIES AND PROCEDURES

APP NO.:

4. Should less drastic measures fail, the City Council may in a public meeting impose one or more of the following sanctions:

- Reprimand
- Censure
- Loss of committee or liaison assignments
- Removal from an appointed committee, commission or board
- Loss of staff support or use of City resources
- Other penalties as may be applicable under the circumstances.

DRAFT

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: John C. Cotti, City Attorney

Subject: Consideration of an Ordinance Requiring the Mandatory Spaying, Neutering and Microchipping of Dogs and Cats

Date: November 9, 2015

Recommendation: It is recommended that the City Council: 1) Introduce on first reading Ordinance No. 1260 amending Chapter 91 of the Santa Paula Municipal Code relating to the mandatory spaying or neutering and microchipping of dogs and cats; and 2) take such additional, related action as may be desired.

Fiscal Impacts: Animal sheltering services are provided to the City by the Santa Paula Animal Rescue Center. Currently, the City pays SPARC \$6,000 a month for those services. Negotiations over an extension of the SPARC contract are ongoing.

Personnel Impacts: There are no personnel impacts associated with this item.

General Discussion: The City Council directed the City Attorney to draft an ordinance requiring all residents to have their dogs and cats spayed or neutered. The attached ordinance requires dog and cat guardians/custodians residing in Santa Paula to have their dogs and cats spayed or neutered and have an identification microchip implanted in each dog and cat.

1. Mandatory Spaying and Neutering

Stray dogs are a public safety hazard and unsterilized dogs are more likely to stray. Stray dogs bite and attack people, cause traffic accidents, spread disease, damage property and hinder the quality of life for residents in a community. Unaltered males search for mates and are attracted in packs to female dogs in heat.

In 2014, 731 dogs were brought to SPARC as strays by members of the public and the City's Animal Control Officer brought an additional 336 animals. While none of those dogs were euthanized due to SPARC's no-kill policy, it is becoming increasingly difficult to find adoptive homes for these animals.

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In addition to controlling overpopulation, spaying and neutering also prevents certain types of cancers in animals. Fixed animals are also less likely to roam, and therefore less likely to be lost, hit by a car or impounded at SPARC or the County shelter.

This ordinance will require that all dogs and cats over the age of four months be spayed or neutered unless the animal is unable to be fixed without a serious risk of bodily harm or death. The animal's guardian/custodian must provide written confirmation from a licensed veterinarian of such risk.

Dogs that fall under the following exceptions are also exempt from the spay and neuter requirement:

1. Dogs used by law enforcement agencies;
2. Service or assistance dogs that help disabled people; and
3. Competition dogs used to show or breed that are of a breed recognized by and registered with approved breed registries such as the American Kennel Club or United Kennel Club; and
 - a. The dog has competed in at least one dog show or sporting competition put on by a national registry within the past 365 days; or
 - b. The dog has earned a title from a purebred dog registry or approved dog sport association; or
 - c. The guardian/custodian is a member of an approved purebred dog breed club which enforces a code of ethics for dog breeding.

Cats used to show, to compete or to breed, that are of a breed recognized by the Cat Fancier's Association or other valid registry approved by the Department are also exempt from the spay/neuter requirement if they meet one of the following requirements:

- a. The cat has competed in at least one cat show or sporting competition sanctioned by the Cat Fancier's Association or other approved national registry, within the last 365 days; or
- b. The cat has earned a title from the Cat Fancier's Association or other approved registry or cat sport association; or
- c. The guardian/custodian of the cat is a member of an approved purebred cat breed club, which enforces a code of ethics for cat breeding.

The guardians/custodians of animals that are not spayed or neutered pursuant to the above mentioned exceptions must obtain an unaltered dog or cat license for the animal.

2. Mandatory Microchipping

The proposed ordinance also requires all dogs and cats over four months be implanted with an identification microchip. The microchip, which is the size of a grain of rice, is injected underneath the skin with a needle to provide the animal with positive, permanent identification. Microchipping is common practice and no anesthesia is

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required for the procedure. Each microchip has a code number embedded in it that is read with a special scanner. The code is stored in a local and national database that contains the guardian's/custodian's contact information. SPARC reports that hundreds of thousands of lost pets have been reunited with their families through the technology of microchipping.

3. Grace Period

The proposed ordinance provides a one-year grace period during which time penalties for non-compliance will not be imposed. A grace period would encourage voluntary compliance with the new spay, neuter and microchipping requirements and would allow sufficient time for dog and cat guardians/custodians to learn about the new requirements.

4. Penalties

Penalties for violations of the spay, neuter and microchipping provisions will be assessed pursuant to SPMC Chapter 13 General Penalties. Under this section, violations of the proposed ordinance would be considered infractions, punishable by monetary fines not to exceed \$100 for a first violation, \$200 for a second violation within one year and \$500 for each additional violation within one year. Additionally, a violation of the proposed ordinance could be handled under the City's administrative citation provisions, SPMC Chapter 14.

Alternatives:

- A. Approve the Ordinance as proposed;
- B. Revise the Ordinance;
- C. Provide City staff with additional direction.

Attachments:

Proposed Ordinance No. 1260

ORDINANCE NO. 1260

**AN ORDINANCE OF THE CITY OF SANTA PAULA AMENDING
CHAPTER 91 OF THE SANTA PAULA MUNICIPAL CODE RELATING
TO THE MANDATORY SPAYING OR NEUTERING AND
MICROCHIPPING OF DOGS AND CATS**

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

SECTION 1: The City Council finds and declares that:

- A. The City Council finds that there is a serious overpopulation problem within the City in the number of unaltered dogs and cats found at large;
- B. The City desires to promote responsible pet ownership as a means of promoting the public health, safety and welfare of humans and pets in the City;
- C. The Council finds that mandatory spaying or neutering of dogs and cats is appropriate to prevent overpopulation and prevent animals from running at large.

SECTION 2: Section 91.32 is added to Chapter 91 of the Santa Paula Municipal Code to read as follows:

“91.32 Mandatory Spaying and Neutering of Dogs and Cats.

A. No person may own, keep or harbor a dog or cat over the age of four months that has not been spayed or neutered. A guardian/custodian of an unaltered dog or cat must have the animal spayed or neutered or obtain an unaltered dog or cat license in accordance with Section 91.33.

B. The guardian/custodian of a dog or cat that is unable to be spayed or neutered without a serious risk of bodily harm or death due to age or infirmity, must obtain written confirmation of that fact from a licensed veterinarian. The writing must also state the date by which the dog or cat may be safely spayed or neutered.

C. If a cat is unable to be safely spayed or neutered within 30 days, the guardian/custodian of the cat must obtain an unaltered cat license and pay the required fee as set by resolution of the City Council.

D. If a dog is unable to be safely spayed or neutered within 30 days, the guardian/custodian must apply for an unaltered dog license. If the unaltered dog license is granted, the guardian/custodian must pay the required fee as set by resolution of the City Council.”

SECTION 3: Section 91.33 is added to Chapter 91 of the Santa Paula Municipal Code to read as follows:

“91.33 Unaltered dog and cat licenses--Requirements.

A. A guardian/custodian of an unaltered dog over the age of four months must obtain an annual unaltered dog license for the dog. The license shall be issued by the City if it determines that the following conditions are met:

1. The guardian/custodian provides written confirmation from a licensed veterinarian that the dog is unable to be safely spayed or neutered without a serious risk of bodily harm or death; or
2. Competition dogs used to show or breed that are of a breed recognized by and registered with approved breed registries such as the American Kennel Club or United Kennel Club; or
3. The guardian/custodian is a member of an approved purebred dog breed club which enforces a code of ethics for dog breeding; or
4. The dog is used by a law enforcement agency for law enforcement purposes; or
5. The dog is a qualified service or assistance dog; and
6. The owner or custodian has submitted the required application and has paid the fee established by resolution of the City Council.

B. A guardian/custodian of an unaltered cat over the age of four months must obtain an annual unaltered cat license for the cat. The license shall be issued if the Department has determined that the following conditions are met:

1. The guardian/custodian provides written confirmation from a licensed veterinarian that the cat is unable to be safely spayed or neutered without a serious risk of bodily harm or death; or
2. The cat is used to show, to compete or to breed, which is of a breed recognized by the Cat Fancier’s Association or other valid

registry approved by the Department and meets one of the following requirements:

- a. The cat has competed in at least one cat show or sporting competition sanctioned by the Cat Fancier's Association or other national registry approved by the Department, within the last 365 days; or
- b. The cat has earned a conformation, obedience, agility, rally, sporting, working or other title from the Cat Fancier's Association or other registry or cat sport association approved by the Department; or
- c. The guardian/custodian of the cat is a member of a purebred cat breed club, approved by the Department, which maintains and enforces a code of ethics for cat breeding that includes restrictions from breeding cats with genetic defects and life threatening health problems that commonly threaten the breed; and

3. The guardian/custodian has submitted the required application and has paid the fee established by resolution of the City Council.”

SECTION 4: Section 91.34 is added to Chapter 91 of the Santa Paula Municipal Code to read as follows:

“91.34 Transfer, Sale and Breeding of Unaltered Dog or Cat

A. Offer for sale or transfer of an unaltered dog or cat: A guardian/custodian who offers any unaltered dog or cat for sale, trade or adoption must include a valid unaltered dog or cat license number with the offer of sale, trade or adoption or otherwise state and establish compliance with Section 91.32. The offer for sale or transfer of an unaltered dog must also include the microchip number as required in Section 91.36. The license and/or microchip numbers must appear on a document transferring the animal to the new guardian/custodian.

B. Transfer of unaltered dog or cat: The guardian/custodian of an unaltered dog over the age of four months, which is not a competition dog, must demonstrate compliance with Sections 91.32 prior to the transfer, and must notify the Department of the name and address of the transferee within ten days after the transfer.

C. Notification of litter and sale or transfer of puppies or kittens: Within thirty days after a litter is born to a female dog or cat, the guardian/custodian of the female animal shall advise the City in writing of the number of live born puppies or kittens. When a puppy or kitten under

the age of four months is sold or otherwise transferred to another person, the guardian/custodian shall advise the Department of the name and address of the new guardian/custodian, and the microchip number of the puppy or kitten, if applicable, within ten days after the transfer. “

SECTION 5: Section 91.35 is added to Chapter 91 of the Santa Paula Municipal Code to read as follows

“91.35 Dog and Cat Breeding - Permit Required - Fees.

A. Any person, except for a person possessing a valid kennel license, who causes the breeding of a dog or cat, shall obtain a breeding permit from the City and shall pay the fee for such permit. Breeding permits shall be valid for a term of one year from the date of issuance.

B. Each permit shall authorize the whelping of no more than one (1) litter per female dog or cat in any twelve (12) month period and no more than one (1) litter per domestic household in any twelve (12) month period, or the offering of a male dog or cat for stud once in any twelve (12) month period.

C. Breeding permits must be obtained in person at the animal control authority (or specially designated satellite offices) where the Director shall keep a register wherein shall be entered the name and address of each person to whom any breeding permit is issued, the date of issuance thereof, the date or approximate date the person obtained the dog or cat, the age or approximate age of the dog or cat, and, if a first-time breeding permit, the number of past litters produced.

D. The person applying for the breeding permit shall demonstrate a basic understanding of humane breeding practices, administered in the form of a test, designed and administered by the Director. Should the applicant fail to pass the humane practices breeding test, he or she shall be denied the breeding permit and may not reapply for such a permit for a minimum period of 30 days.

E. Should the applicant provide any false information or fail to provide any required information, the breeding permit shall be denied.”

SECTION 6: Section 91.36 is added to Chapter 91 of the Santa Paula Municipal Code to read as follows:

“91.36 Microchipping of dogs and cats required.

All dogs and cats over the age of four months must be implanted with an identifying microchip. The guardian/custodian is required to provide the microchip number to the Department, and shall notify the Department and the national registry applicable to the implanted chip, of a change of ownership of the dog or cat, or a change of address or telephone number.

SECTION 7: *Grace Period.* The City Council wants to encourage voluntary compliance with Sections 91.32 and 91.36. Upon the effective date of this ordinance, guardians/custodians of cats and dogs will have a one-year grace period to comply with the mandatory spaying, neutering and microchipping requirements. During this time, no penalties shall be imposed for failure to comply with Sections 91.33 and 91.36, providing that after this time expires, violations of these Sections will be punishable pursuant to Santa Paula Municipal Code Section 13.03.

SECTION 8: *Administrative Regulations.* The City is authorized to promulgate any administrative rules, regulations and procedures necessary to ensure the effective implementation of this Ordinance.

SECTION 9: *Environmental Assessment.* The California Environmental Quality Act (CEQA) requires that the environmental impacts of the action be assessed. The proposed amendment will not in itself result in any environmental impacts nor will the amendment result in any changes in the physical conditions that exist in the City. Staff has determined the project to be Exempt from the California Environmental Quality Act (CEQA) Guidelines per § 15061 (b)(3).

SECTION 10: *Construction.* This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 11: *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 12: *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 13: *Effectiveness.* This Ordinance will become effective on the 31st day following its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2015.

John T. Procter, Mayor

ATTEST:

By: _____
Judy Rice, City Clerk

APPROVED AS TO FORM:

By: _____
John C. Cotti, City Attorney

APPROVED AS TO CONENT

By: _____
Jaime M. Fontes, City Manager

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Brian J. Yanez, Interim Public Works Director

Subject: Discussion and Possible Action to Adopt Water Leak Guidelines and Policies

Date: November 4, 2015

Recommendation: It is recommended that City Council: (1) authorize City Staff to implement the proposed Water Leak Guidelines and Policies and all its provisions; and (2) take such additional, related action that may be desirable.

Fiscal Impacts: Any credit adjustments will be deducted from the Wastewater Enterprise Revenue Fund. There will be a proposed maximum billing adjustment limit up to \$1,000.00 as approved by the Public Works or Finance Director. Any requested billing adjustments exceeding \$1,000.00 will require City Managers approval and possible City Council review.

Personnel Impacts: None.

General Discussion: The purpose of this policy is to provide a set of guidelines for customers and City Staff regarding utility billing adjustments for water leaks on the private property side of the water meter.

Currently, the City does not have an existing utility billing adjustment policy. Pursuant to the City's Municipal Code, customers are responsible for the service and fittings to the water utility system beginning at the coupling on the customer's side of the water meter. Any leaks in the line are the responsibility of the customers and must be repaired; solely at their expense. Below is the section from the Santa Paula Municipal Code that refers to water leaks:

§ 52.041 LEAKS IN PLUMBING

Customers shall be required to pay for all water lost through failure to keep plumbing in repair, and the Public Works Department shall not be required to adjust excessive statements incurred by customer in such a way. (Ord. 993, passed 12-18-95)

For the Regular City Council Meeting of November 16, 2015

At their discretion, customers have the responsibility to monitor their monthly bills for higher than expected usage. Moreover, customers must investigate higher than expected usage to determine if the usage was caused by a leak on the private property side. Upon request, City staff will provide a site visit at no charge to the customer. For further assistance, reports on water consumption may also be provided to the customer upon request.

The proposed Water Leak Guidelines and Policies would provide for utility billing adjustments for residential and commercial customers who have experienced an unexpected increase in their water consumption due to water pipe breaks, leaks in irrigation systems and similar occurrences. Key provisions provide for a maximum of one (1) credit request within a 24-month period. Other provisions allow for a maximum utility billing adjustment up to \$1,000.00; as approved by the Public Works or Finance Director. Any requested billing adjustments exceeding \$1,000.00 will require City Manager approval and possible City Council review, See Exhibit A, Water Leak Policy. Customers are required to fix the leak and provide proof of repair prior to credit approval.

The credit adjustment will only be made for volumetric wastewater consumption. Fixed monthly water and/or sewer charges will not be subject to credit adjustment. Water consumption will not be credited due to the fact that the City has already treated the water, distributed the water, and paid a third party for pumping the water from the Santa Paula Basin. Review for credit adjustments will be based on the average consumption rate of the past 12-month period, as shown in the customers' consumption report.

Alternatives:

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

Attachments: Exhibit A – Water Leak Guidelines and Policies

EXHIBIT A



Water Leak Guidelines and Policies

- 1) Fixed water and/or sewer charges are not subject for credit adjustment.**
- 2) The credit adjustment will only be made for volumetric wastewater consumption. Water consumption will not be credited due to the fact that the City has already treated the water, distributed the water; and paid a third party for pumping.**
- 3) Credit Adjustment between \$0.00-\$1000.00/incident requires Public Works Director or Finance Director's approval.**
- 4) Credit adjustment exceeding \$1000.00+/incident will require City Manager's approval and possible City Council review.**
- 5) Only one adjustment per 24-month period allowed.**
- 6) Must be a City water customer for at least 1 year.**
- 7) Account must be in "Good Standing," (No Unpaid Bills).**
- 8) Utility bill adjustments will only be considered if proof of repairs is submitted with request. Proof must be from receipt(s) or invoice(s) from license plumber/contractor.**
- 9) Any repairs must be completed within 45 days of the leak.**
- 10) Customers requesting a credit adjustment must fill out and submit the City's Dispute Form from the Finance Department. Any approval would be granted by the Public Works Director or Finance Director.**
- 11) Credit adjustments will not be applicable for household fixtures such as; leaky faucets, toilets, hose bibs, etc.**
- 12) Leak must exceed the customer's monthly average use by 50% (Average of the previous year or the last 12 months, as shown on the customer's billing statements).**

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council
From: Sandra K. Easley, Finance Director
Subject: Fiscal Year 2015-2016 First Quarter Budget Report
Date: November 10, 2015

Recommendation: It is recommended that the City Council 1) review and file the following quarterly budget report, 2) direct the City Manager to continue monitoring the FY 2015/16 budget, and 3) take such additional, related, action that may be required.

Fiscal Impact: None

Personnel Impacts: None

Discussion – Quarterly Report: The fiscal year 2015/16 adopted citywide budget for all funds was a balanced budget with expenditures of \$36,140,581 and revenues of \$37,785,228. With the exception of the items listed on page 16 of the budget and capital projects, all ongoing operating expenses were budgeted and funded with ongoing revenues.

Excess revenues in special funds were reserved as required by the special funds for future use such as Gas Tax and Local Transportation funds being used for the upcoming street repair projects. The Water and Sewer Enterprise Funds have funds reserved for capital projects from both the enterprise fees as well as the bond proceeds.

The General Fund budget provided for total appropriations of \$14,277,521 and revenues of \$14,086,725, with an anticipated surplus of \$10,700 at year end using the estimated carryover of \$12,185. The on-going revenue in Exhibit A (Revenue) should be at 25% except for the following: Property Taxes are received in two apportionments, one in December and one in April, and Sales Tax has a lag of approximately two months.

Department by Department revenue notations (See Exhibit A for details):

- Administration shows additional revenue received due to the state making payments for prior fiscal year mandated cost reimbursements related to City Clerk reporting.
- Building and Safety revenues are above quarterly estimates in most of their categories.
- Community Services charges for services are up due to staffing reimbursements for cleanup and special events. Park and field user fees are higher for this quarter due to increased usage during July-September.
- Fire and Police other revenue is up due to worker's compensation reimbursement.
- At this time, the Planning Department overall revenues are significantly short at 10% of budget.
- Police Department revenues are short due to department reimbursements not usually received during the summer.
- Public Works, at this time, is also short in their licenses and permits.

First quarter revenues are typically not reflective of full year receipts due to the seasonality of construction projects that impact permits receipts and the distribution of taxes that come later in the year. The mid-year report should bring a clearer picture of the actual plus the year end estimates.

1st Qtr GF Revenue Summary				
	Current	Year-to-Date	Savings/	%
General Tax Revenues	Budget	Actual	(Deficit)	Achieved
Property Taxes	6,002,700	-	6,002,700	0.00%
Sales taxes	2,437,518	150,507	2,287,011	6.17%
Franchise Taxes	687,356	200	687,156	0.03%
Other Taxes	303,000	7,633	295,367	2.52%
Tax Totals	9,430,574	158,340	9,272,234	1.68%
Other Citywide	1,814,216	366,071	(19,992,614)	20.18%
Department Revenues	2,841,935	389,156	(2,452,779)	13.69%
Total GF Operating	14,086,725	913,566	(13,173,159)	6.49%

Operating Expenses: General Fund operating expenses should be at 25% of budget except for insurances that are paid in July as well as a lump sum payment made to PERS retirement towards the Employer Unfunded Accrued Liability. Therefore, on Table B (Expenditures), it shows more than 25% for all department benefits and supplies, services & maintenance.

1st Qtr GF Expense Summary				
	Current	Year-to-Date	Savings/	%
Department/Expense Type	Budget	Actual	(Deficit)	Achieved
Salaries	6,453,017	1,488,161	4,964,856	23.06%
Benefits	4,418,923	1,867,508	2,551,415	42.26%
Supplies, Services, & Main.	3,202,011	1,309,708	1,892,303	40.90%
Tranfers & Contingencies	22,770	-	22,770	0.00%
Operating Capital/Equip.	2,459,209	113,812	2,345,397	4.63%
Total GF Operating	16,555,930	4,779,189	11,776,741	28.87%

Administration Departments: The insurances (liability, vehicle and building/property) were paid in July at approximately \$600,000.

Community Services: Operating expenses show 48% due to the landscape contract purchase order has been issued, and encumbered, for the entire fiscal year.

Fire Department: The sales tax for the new fire engine was paid directly to the State in this fiscal year so that the City can receive back a portion as Sales Tax revenue. The remainder of the Fire Engine is financed over 10 years.

Other than the notations listed above, most other categories are at the 25% or below expected expenditures.

Capital Improvement Plan (CIP): Below is a summary table of the Capital Improvement expenses as of September 30, 2015.

Capital Improvement Plan Summary - September 2015			
	Budget	Mid Year	Remaining
Streets	4,424,181	69,892	4,354,289
Sewer	2,909,469	94,360	2,815,109
Water	7,209,374	261,629	6,947,745
Buildings & Grounds	2,395,639	73,157	2,322,482
TOTAL FY 15/16	16,938,663	499,038	16,439,626

Alternatives:

- A) That the City Council 1) review and file the following 1st quarter budget report, 2) direct the City Manager to continue monitoring the FY 2015/16 budget, and 3) take such additional, related, action that may be required.
- B) Refer the matter back to staff with direction.

Attachments: Exhibit A-1st quarter General Fund Revenue Summary by Department
 Exhibit B-1st quarter General Fund Expenditure Summary by Department

Exhibit A-Revenue				
CITY OF SANTA PAULA				
Mid-Year General Fund Revenue Summary - By Department				
Department/Revenue Type	Current Budget	Year-to-Date Actual	Savings/ (Deficit)	% Achieved
Charges for Services	5,050	9,999	4,949	198.00%
Other Revenues	-	-	-	0.00%
TOTAL ADMINISTRATION	5,050	9,999	4,949	198.00%
Licenses & Permits	188,570	66,315	(122,255)	35.17%
Fines, Forfeits & Penalty	5,000	1,500	(3,500)	30.00%
Charges for Services	125,390	42,051	(83,339)	33.54%
Other Revenues	31,000	813	(30,187)	2.62%
TOTAL BUILDING & SAFETY	349,960	110,679	(239,281)	31.63%
Licenses & Permits	3,000	350	(2,650)	11.67%
Rev-Use of Money/Property	55,500	13,158	(42,342)	23.71%
Charges for Services	17,000	5,713	(11,288)	33.60%
Other Revenues	30,000	15,182	(14,818)	50.61%
TOTAL COMMUNITY SERVICES	105,500	34,402	(71,098)	32.61%
Intergovernmental Revenues	1,500	392	(1,108)	0.00%
Charges for Services	18,100	4,999	(13,101)	27.62%
TOTAL FINANCE	19,600	5,391	(14,209)	27.51%
Licenses & Permits	70,000	6,634	(63,366)	9.48%
Intergovernmental Revenues	92,500	15,946	(76,554)	17.24%
Charges for Services	63,855	3,445	(60,410)	5.40%
Other Revenues	161,261	54,224	(107,037)	33.63%
TOTAL FIRE	387,616	80,249	(307,367)	20.70%
Licenses & Permits	16,000	2,620	(13,380)	16.38%
Charges for Services	544,457	44,394	(500,063)	8.15%
Other Revenues	22,000	12,259	(9,741)	55.72%
TOTAL PLANNING	582,457	59,273	(523,184)	10.18%
Fines, Forfeits & Penalty	180,000	14,385	(165,615)	7.99%
Intergovernmental Revenues	577,883	35,372	(542,511)	6.12%
Charges for Services	329,019	1,853	(327,166)	0.56%
Other Revenues	7,350	25,303	17,953	344.25%
TOTAL POLICE	1,094,252	76,913	(1,017,339)	7.03%
Licenses & Permits	255,000	6,404	(248,596)	2.51%
Charges for Services	42,500	5,846	(36,654)	13.76%
TOTAL PUBLIC WORKS	297,500	12,250	(285,250)	4.12%
Taxes	9,430,574	158,340	(9,272,234)	1.68%
Licenses & Permits	27,000	4,630	(22,370)	17.15%
Fines, Forfeits & Penalty	600	-	(600)	0.00%
Rev-Use of Money/Property	188,000	38,534	(149,466)	20.50%
Intergovernmental Revenues	114,700	4,272	(110,428)	3.72%
Charges for Services	148,963	1,187	(147,776)	0.80%
Other Revenues	65,163	-	(65,163)	0.00%
Transfers	1,269,790	317,448	(952,342)	25.00%
TOTAL NON-DEPARTMENTAL	11,244,790	524,411	(10,720,379)	4.66%
TOTAL DEPARTMENT REVENUES	14,086,725	913,566	(13,173,159)	6.49%

Exhibit B-Expenditures		CITY OF SANTA PAULA		
Mid-Year General Fund Expenditure Summary - By Department				
Department/Revenue Type	Current Budget	Year-to-Date Actual	Savings/ (Overage)	% Achieved
Salaries	508,956	112,284	396,672	22.06%
Benefits	289,361	116,874	172,487	40.39%
Supplies, Services, & Main.	1,435,940	822,582	613,358	57.29%
TOTAL ADMINISTRATION	2,234,257	1,051,740	1,182,517	47.07%
Salaries	208,259	56,874	151,385	27.31%
Benefits	117,864	78,000	39,864	66.18%
Supplies, Services, & Main.	46,086	8,503	37,583	18.45%
TOTAL BUILDING & SAFETY	372,209	143,377	228,832	38.52%
Salaries	483,993	109,133	374,860	22.55%
Benefits	258,195	89,049	169,146	34.49%
Supplies, Services, & Main.	197,565	94,870	102,695	48.02%
Operating Capital/Equip.	5,000	-	5,000	0.00%
TOTAL COMMUNITY SERVICES	944,753	293,052	651,701	31.02%
Salaries	285,302	60,275	225,027	21.13%
Benefits	134,297	58,740	75,557	43.74%
Supplies, Services, & Main.	102,450	52,167	50,283	50.92%
TOTAL FINANCE	522,049	171,182	350,867	32.79%
Salaries	1,383,352	383,020	1,000,332	27.69%
Benefits	1,073,806	474,704	599,102	44.21%
Supplies, Services, & Main.	303,478	67,661	235,817	22.30%
Operating Capital/Equip.	-	40,108	(40,108)	0.00%
TOTAL FIRE	2,760,636	965,493	1,795,143	34.97%
Salaries	387,247	61,561	325,687	15.90%
Benefits	165,553	72,822	92,731	43.99%
Supplies, Services, & Main.	149,400	3,648	145,752	2.44%
TOTAL PLANNING	702,200	138,031	564,169	19.66%
Salaries	3,039,275	673,923	2,365,352	22.17%
Benefits	2,298,407	943,734	1,354,673	41.06%
Supplies, Services, & Main.	701,230	208,807	492,423	29.78%
Operating Capital/Equip.	175,800	22,575	153,225	12.84%
TOTAL POLICE	6,214,712	1,849,038	4,365,674	29.75%
Salaries	156,633	31,092	125,541	19.85%
Benefits	81,440	33,585	47,855	41.24%
Supplies, Services, & Main.	36,860	2,141	34,719	5.81%
Transfers & Contingencies	22,770	-	22,770	0.00%
TOTAL PUBLIC WORKS	297,703	66,819	230,884	22.44%
TOTAL CAPITAL PROJECTS	2,278,409	51,129	2,227,280	2.24%
Supplies, Services, & Main.	229,002	49,328	179,674	21.54%
TOTAL NON-DEPARTMENTAL	229,002	49,328	179,674	21.54%
TOTAL DEPARTMENT EXPENDITURES	16,555,930	4,779,189	11,776,741	28.87%

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

To: Honorable Mayor and Members of the City Council

From: Sandra K. Easley, Finance Director and Michael Leach, Chief Building Inspector

Subject: Discussion and Possible Action to Issue an RFP for Accounting System Software

Date: November 2, 2015

Recommendation: It is recommended that the City Council: (1) review the Request for Proposals for an Accounting System upgrade; and (2) take such additional, related action that may be desirable.

Fiscal Impacts: Cost of upgrading the Accounting system could run anywhere between \$150,000 to \$600,000.

Personnel Impacts: Staff time would be required to review options and to work with consultant to migrate/convert accounting records.

General Discussion: The City currently uses an accounting system called Incode, Version 8, from Tyler Technologies, Inc. The software allows the City to account and report using the following modules:

Accounts Payable	Accounts Receivable	Business Licenses
Check Reconciliation	Cash Collections	Fixed Assets
General Ledger	Human Resources	Project Accounting
Payroll	Purchase Orders	Time Entry
Utility Billing		

The current software does not maintain financial information in an easily understandable format which, in turn, limits City staff's ability to provide basic accounting reports without considerable manipulation of the report and data. Consequently, at the March 16, 2015, City Council meeting, City staff asked for the ability to upgrade the City's Accounting System software. At the conclusion of the hearing, the Council directed staff to return with an RFP for Software services.

Attached is an RFP for "Software and Implementation Services for Local Government Software Applications." The RFP includes the existing software

modules listed above as well as obtaining a new Building Projects module for building and permit management processing. This module would track from a financial standpoint the complete process from the planning phase to the permit process phase. The application capabilities include tracking license and insurance information for contractors, inspection scheduling and certificate and permit printing. This is all currently done manually and then receipted in the current system but not tracked.

Building and Safety has done extensive research with a few companies and feels that "Energov Solutions" would be the best suited program for their needs. They have had numerous emails and teleconferences, with both our staff, as well as Energov/Tyler Technologies staff.

They have confirmed the compatibility with Incode as well as compatibility with the Ventura County "Global Imaging System" (GIS). They have also confirmed that the record keeping, permit issuance and tracking of projects would be much more efficient.

The attached RFP is soliciting vendor proposals for an administrative data processing system to serve the current and projected needs of the City. The RFP seeks a turnkey, integrated hardware/software environment for the City which should include all the modules listed above as well as a permitting module. Responses should also include whatever vendor resources are required from the areas of computer systems hardware, software, technical training, conversion, maintenance, and services support.

The timeline for the proposals is as follows:

Proposal Closing Time/Date	December 14, 2015
Review Vendor Proposals	Month of December
Conduct on-site visits to preview proposed software And hardware configuration	January 2015
Contract Negotiations	February 2015
Contract Award	March 2015

Alternatives:

- A. Direct staff to put out the RFP for Accounting System/Software including a Building Projects module.
- B. Refer the matter back to staff for additional review and/or direction.

Attachments: RFP

CITY OF SANTA PAULA
CALIFORNIA

Request for Proposal
SOFTWARE AND IMPLEMENTATION
SERVICES FOR LOCAL GOVERNMENT
SOFTWARE APPLICATIONS

NOVEMBER 2015

Proposals Deadline: December 14, 2015

Submitted by:
CITY OF SANTA PAULA
ATTN: FINANCE DIRECTOR
P. O. BOX 569
SANTA PAULA, CA 93061

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Introduction

The City of Santa Paula is issuing this Request For Proposal (RFP) for the purpose of soliciting vendor proposals for an administrative data processing system (the system) to serve the current and projected needs of the City. The application software and hardware configuration should comply with the minimum specifications as outlined in this RFP.

The City intends to seek the best solution, based on the representative criteria contained in this RFP, for its data processing needs. The successful vendor(s) will seek to establish a turnkey, integrated hardware/software environment for the City, which will satisfy the specifications contained in this RFP, bringing to bear whatever vendor resources are required from the areas of computer systems hardware, software, technical training, conversion, maintenance, and services support.

The City of Santa Paula requests that responding vendors propose the following applications and services:

Accounting

General Ledger
Budget Preparation
Accounts Payable
Purchase Orders
Bank Reconciliation
Fixed Assets
Project Accounting

Human Resources

Human Resources
Payroll
Time Entry

Citizen Services

Cash Collections
Utility Billing
Miscellaneous Accounts Receivable
Business Licenses

The City is also interested in obtaining a Building Project module.

The City desires to contract with a single vendor for all hardware and software and hardware/software maintenance, installation, conversion and support. However, the City reserves the right to evaluate each software application module on its own standard of performance, regardless of whether other or remaining application modules of the Offerer are considered by the City. The City reserves the right to award the system to any one offerer or a combination of offerers. In addition, the City reserves the right to purchase any personal computers needed from an alternate vendor.

One original and three copies of the proposal will be accepted until December 1, 2015. Proposals submitted must be binding for no less than ninety (90) days after the date received. The City will select the proposal, or combination of proposals, that, in its opinion, is in the best interest of the City. The City reserves the right to reject any or all proposals or portions of a proposal. The City also reserves the right to waive minor technicalities in the proposal. The City not only reserves the right at the sole discretion of the City to reject any or all proposals and to waive technicalities, but also reserves the right of evaluation and the right to determine the methodology for evaluation of the proposals to determine which is the best proposal. In addition, to accept the proposal (or proposals) deemed to be in the best interest of the City, i.e., the most qualified proposal will not necessarily be the proposal with the lowest cost.

Further, the City reserves the right to accept a proposal (or proposals) for any or all items separately or together.

Vendor inquiries are to be directed to the Finance Director, Sandra Easley **One original and three copies of the proposal clearly marked "Software and Implementation services for Local Government Software Applications System Proposal", signed by an officer of the company, are to be submitted and addressed on the outside as follows:**

City of Santa Paula
970 E. Ventura Street
P. O. Box 569
Santa Paula, CA 93061

Proposals may also be hand-delivered to the above address by the date and time specified. It is the responsibility of the Offerer to deliver the proposal in accordance with these instructions contained above and/or elsewhere in the RFP. Proposals dispatched, but not received by the City by proposal closing time, will be returned, after receipt, unopened to the Offerer.

Award of Contract - Once the proposals are opened, a committee selected by the City of Santa Paula will evaluate each proposal, taking into consideration the criteria and methodology stipulated in this RFP. The City or designee, sole judge in evaluation considerations, may make an award to the vendor(s) who submit the proposal judged by the City to be most advantageous. A recommendation will be presented to the City Council, which will be in the best interest of the City as determined by the Evaluation Committee.

Contract - In addition to the completed proposal, a resulting contract may be required by the City of Santa Paula, including but not limited to, written correspondence between the City and the vendor subsequent to the proposal submission, facsimiles, and product literature.

Confidentiality of Documents - Proposals shall be opened to avoid disclosure of contents to competing offerers and kept secret during the process of negotiation. However, all proposals that have been submitted shall be open for public inspection after contract award. Trade secrets and confidential information, as specified by the vendor, contained in the proposals shall not be open for public inspection.

Contact with City Employees. In order to ensure fair and objective evaluation, all questions related to this RFP should be addressed only to the person(s) so named in this RFP. Contact with any other City employee, except at the vendor pre-bid meeting, (if conducted), is expressly prohibited without prior consent of the person(s) so named herein. Vendors directly contacting other City employees will risk elimination of their proposal from further consideration.

CALENDAR OF EVENTS

Proposal Closing Time/Date

Review Vendor Proposals

Conduct On-Site Visits To Preview Proposed Software And
Hardware Configuration

Contract Negotiations

Contract Award

December 14, 2015

Month of December

January 2015

February 2015

March 2015

* Dates subject to change

Response Format

The RFP Response should be organized in the following order:

Cover Letter

1.0 Executive Summary

2.0 Company Background

3.0 General Proposal Instructions & Questionnaire Response

4.0 Application Software Specification Chart

5.0 Training Information

6.0 Support and Maintenance

7.0 Hardware Specifications

8.0 Cost Summary

9.0 Terms & Conditions

Additional Service Information for Appendices

1.0 Executive Summary

The Executive Summary should include a brief overview of the Proposal. It should be prepared in such a manner as to make it understandable to individuals not familiar with the terminology peculiar to a project of this type.

2.0 Company Background

The Company Background should provide vendor information including, but not limited to:

- Company Headquarters Information
- Complete list of products provided by the Vendor
- Financial History
- Percentage of Public Sector clients
- Company Awards and Merits
- Number of Years in Public Sector Software
- Total number of Clients
- Total number of Employees (Include the chart below for Employee Breakdown)
- Software evolution and direction

List the number of staff members by primary responsibility:

Development	_____
Support	_____
Implementation	_____
Marketing & Sales	_____
Network Services	_____
Accounting	_____
Total	_____

3.0 Client References

Vendor must supply at least six (6) sites that are currently using a similar system requested by the City. Be sure to include the total population served by the government. ***This reference list is mandatory.***

4.0 Application Software Specification Chart

Please answer the provided Application Specification Chart as thoroughly as possible. Please include cost information in the Cost Summary section of your RFP Response.

Application Software Specification Response Format

Please input an "x" in the appropriate column to the right of the feature/function statement. Further explanations should be provided in the comments column. Each row should have only one "x". Blank rows will be scored as Not Available.

5.0 Implementation Methodology

The Vendor's Implementation section should include information on all facets of the Implementation process. Please provide thorough information about the following:

- Project Management
 - Project Consulting Information
 - Vendor Project Manager Responsibilities
- Training
 - Training Methodology
 - Training Options
 - Training Requirements
 - Syllabus Information
- Data Conversion
 - Conversion Methods
 - Conversion process
 - Data Extraction
 - Scheduling
 - Data Validation
- Timelines
 - Provide a sample Implementation Gantt Chart
- Vendor/City Responsibilities
 - What is the City responsible for during Implementation?
 - What services do the Vendor supply?
- Change Management

6.0 Support

The Vendor should provide the following Support Information:

- Support Options
 - Does the Vendor provide a toll-free support number?
 - Does the Vendor provide Online Support?
 - Other options for support?
- Support Goals
 - Please provide Response Times and Resolution Times to the following incident levels
 - Emergency
 - Critical
 - Standard Help Call

- Problem Escalation Procedures
 - How are incidents handled?
 - What tools do the Vendor Support Staff use?
 - What is the basic chain of command?
- System Updates
 - How are updates managed?
 - How often are updates released?
 - What is the typical downtime during an update?

7.0 Hardware Specifications

Hardware and System Operating Software Requirements

The vendor is encouraged to recommend any enhancements to the minimum requirements stated below that will improve the overall performance and usability of the system.

Describe the following requirements of the proposed system:

- Server Details
- Operating System
- Network Environment
- Processor Information
- Size of Memory
- Hard Drive Arrays
- Available Disk Space
- Workstation Requirements
- Printer Compatibility
- Please provide all configuration options
- Who is responsible for hardware and system software maintenance?
- If the hardware and system software is purchased from a third party vendor, who is responsible for hardware and system software support?

8.0 Cost Summary

Amounts should contain no taxes and include all transportation and delivery, FOB, City of Santa Paula, California. All costs shall be in actual dollar-and-cent amounts. Please provide best estimate for travel costs, and other miscellaneous items. The City reserves the right to procure by other means any personal computers needed.

System Cost Certification

I hereby certify that I have read all items of the RFP and fully understand the requirements listed herein. I further certify that I am an authorized agent of the Offering Firm and may be held liable for any or all remedies that may become due to the City of Santa Paula.

SOFTWARE VENDOR

Firm Submitting Proposal	Address	Client	State	Zip Code
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Signature	Printed Name	Title	Date
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HARDWARE VENDOR

Firm Submitting Proposal	Address	Client	State	Zip Code
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Signature	Printed Name	Title	Date
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9.0 Terms and Conditions

Hold Harmless

Vendor shall protect, indemnify, and hold the City harmless from and against any direct damage, cost, or liability for any injuries to persons or property arising from negligence and willful misconduct of the vendor, his employees, agents, or sub-contractors, howsoever caused.

Insurance

Certificates of insurance shall be addressed to the City. All insurance shall be in effect during the term of the contract. Vendor shall provide the following coverage:

- General liability insurance not less than \$1 million for bodily injury including accidental death, to any one person and aggregate. Property damage not less than \$1 million for any one accident or aggregate.
- Worker compensation insurance in accordance with provisions of the Labor Code of California.

Conversion

Electronic conversion of the City's existing data is extremely important. Vendor must address the conversion methodology and disclose all related conversion costs in the cost summary.

Response Preparation Costs

The City will not pay any costs incurred by any vendor in the proposal preparation, printing, demonstration or negotiation process. All costs shall be borne by the proposing vendors with the exception of costs associated with any City personnel visits to Vendor offices or other City sites.

Representative Evaluation Criteria

The basis for the evaluation of proposals received is included, but not limited to, the following considerations:

1. Vendor's performance record in meeting the requirements of their existing customers (users). Particular emphasis will be placed in the areas of customer support and the ability to meet the anticipated future needs of the City.
2. Number of satisfied public sector customers (users) in the State of California using the software and hardware configuration being proposed
3. Amount and cost of vendor support that will be available for conversion, implementation, assistance, and on-going modifications
4. Proven, existing application systems the vendor has available now for immediate implementation. The vendor's capabilities in other systems areas will be treated as a positive factor
5. Capability and costs to perform the required conversion of existing data files
6. Quality of application software manuals, or other documentation and training aids
7. Ease and ability to train user personnel
8. Adherence to the requested proposal format, which includes the thoroughness of the proposal as well as the format of the presentation
9. Software and hardware maintenance, support and service capability
10. Required experience and number of in-house data processing personnel necessary to operate and maintain the system
11. The number, type and experience of local vendor staff
12. Proposer's ability to support the total system solution, including installation, conversion, software, training, and hardware/software maintenance, and support.
13. Responsiveness to software requirements outlined in this RFP.

APPENDICES

