

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
November 19, 2019
Closed Session - 5:00 PM
Regular Meeting - 6:00 PM

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, a person may address the legislative body only on matters appearing on the closed session agenda. The presiding officer shall limit public comments to three minutes.

C. CLOSED SESSION (5:00 PM)

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(4)) (City Council)

Based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - (Government Code Section 54956.8) (City Council)

Property: Portion of the property located at the southwest corner of Wooley Road and Seabridge Lane (APN 188-0-250-305)

Agency negotiators: Jeff Lambert, Scott Kolwitz and Kenneth Rozell

Negotiating parties: Oxnard School District

Under negotiation: Price and terms of payment

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Commendation to Casa Pacifica on the Occasion of its 25th Anniversary.

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item time estimates: (Staff Presentation / Council Discussion / Public Comment)

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker cards will not be accepted after the beginning of the general public comment period. Based on the number of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to three minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the thirty minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/ Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager/Executive Director/Secretary shall report on items of interest to the legislative body occurring since the last meeting. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

1. Housing Department

SUBJECT: Multi Service Center Mural Project at 1500 Camino Del Sol.

RECOMMENDATION: Receive and file a report regarding the multi service center mural project.

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

H. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY
BUSINESS/COMMITTEE REPORTS

At this time, a member of the legislative body may make a brief announcement, or make a brief report on his or her activities. Further, members of the legislative body may request to schedule consideration of whether to place an item on a future agenda. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. The member's report shall not exceed three minutes, unless additional time is granted by the presiding officer.

I. REVIEW OF INFORMATION/CONSENT AGENDA

The members of the legislative body will consider whether to remove Information/Consent Agenda items for discussion later during the meeting.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

At this time, a person may address the legislative body only on matters appearing on the information/consent agenda. The presiding officer shall limit public comments to three minutes.

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the October 29, 2019 special meeting as presented.

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

2. City Attorney Department

SUBJECT: Council Procedures Manual Update.

RECOMMENDATION: That the City Council adopt a resolution revising the Council Procedures Manual. (Finance and Governance Committee approved 3-0)

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

3. Community Development Department

SUBJECT: Adoption of Ordinance No. 2968 for California Building Standards Regulations.

RECOMMENDATION: That the City Council approve for second reading (by title only and waive further reading) and adoption of Ordinance No. 2968 repealing and reenacting Articles II through XI, XV, and XVI of Chapter 14 of the Oxnard City Code, pertaining to the California Building Code, California Residential Code, California Green Building Standards Code, International Property Maintenance Code, Uniform Code for the Abatement of Dangerous Buildings, California Historical Building Code, California Electrical Code, California Existing Buildings Code, California Mechanical Code, California Referenced Standards Code, California Plumbing Code, Fire Codes, and Fire Sprinklers.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

4. Community Development Department

SUBJECT: Notice of Pending Approval for Final Map for Tract No. 5984 (Planning and Zoning Permit No. 19-300-03) to subdivide 3.96 acres of vacant land into two residential lots and 50 condominium units for property located at the northeast corner of Harbor Boulevard and Wooley Road (commonly known as Anacapa). Filed by Planet Home Housing Pool 2, LLC.

RECOMMENDATION: That the City Council receive and file this Notice of Pending Approval for the Final Map for Tract No. 5984 (Planning and Zoning Permit No. 19-300-03).

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

5. Community Development Department

SUBJECT: Notice of Pending Approval for Final Map for Tract 6004 Associated with Planning & Zoning Permit No. 17-300-08 for the subdivision of 5.76 acres of undeveloped commercially zoned property into six lots ranging in size from 0.61 to 1.18 acres and vacation of City property on a parcel located on the Southside of Town Center Drive Between Oxnard Boulevard and North

Ventura Road within the RiverPark Specific Plan Area. Filed by Ann Walsh of Shea Properties.

RECOMMENDATION: That the City Council adopt a resolution to:

1. Vacate 1,934 square feet of City property as shown in the proposed Final Map of Tract 6004; including the rights to a public right-of-way easement;
2. Authorize the Mayor to sign the owner statement on the title page of Tract 6004 Final Map;
3. Direct the City Clerk to sign the "Abandonment Certificate" for the vacation of certain properties; and
4. Receive and file a "Notice of Pending Approval" for the Final Map of Tract 6004 by the Community Development Director including signature of "City Council's Certificate" on the title sheet of the final map accepting the offers of dedications.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

6. Community Development Department

SUBJECT: Budget Appropriation for Highway 101-Rice Phase II Project.

RECOMMENDATION: That the City Council approves and authorizes a budget appropriation for the Highway 101-Rice Phase II (Project No. 163106) in the amount of \$494,975. (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

7. Finance Department

SUBJECT: Update to Administrative Manual Debt Collection Policy (D-23) and Resolution Authorizing Charge Off of Uncollectible Accounts.

RECOMMENDATION: That the City Council:

1. Receive and file an amendment to the Administrative Manual - Debt Collection Policy (D-23), which has already been approved by the City Manager and Deputy City Manager under their authority; and
2. Adopt a resolution delegating authority to charge off uncollectible accounts less than \$25,000 to the City Manager or his designee.

Legislative Body: City Council

Contact: Kevin Riper, (805) 385-7475

8. Human Resources Department

SUBJECT: Resolution Amending the City-Wide Classification and Salary Resolution and Amending the Position Control Resolution for Public Works.

RECOMMENDATION: That the City Council Approve the Resolutions Amending the City-Wide Classification and Salary Resolution and Amending the Position Control Resolution for Public Works.

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

9. Public Works Department

SUBJECT: Award Contract A-8190 for Route 23 Bus Stop Installation Project to Toro Enterprises, Inc.

RECOMMENDATION: That the City Council:

1. Award and authorize the Mayor to execute Agreement A-8190 in the amount of \$765,294.50 for the Route 23 Bus Stop Installation Project PW 19-81 with Toro Enterprises, Inc.;
2. Approve \$76,529 for Project contingency for the Route 23 Bus Stop Installation Project;
3. Approve \$76,529 for engineering, inspection, survey and project management for the Route 23 Bus Stop Installation Project; and
4. Approve a Budget Appropriation of \$859,592 for the Route 23 Bus Stop Installation Project. This amount includes \$468,963 from the Air Pollution Buy Down fund (118) and an increase in Congestion Mitigation Air Quality (CMAQ) grant revenue fund (275) in the amount of, \$390,629 for project 203105.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

10. Public Works Department

SUBJECT: Pre-Disaster Mitigation Program Application Resolutions.

RECOMMENDATION: That City Council adopt resolutions authorizing the City Manager to submit applications for \$7,922,714 in grant funds to the California Governor's Office of Emergency Services (Cal OES) to be used for: the Mandalay Bay Seawall Retrofit, the Emergency Backup Generator at the Del Norte Regional Recycling and Transfer Station, the Emergency Backup Generator at Police Headquarters and the Emergency Backup Generator and Electrical Building Construction at the Oxnard Wastewater Treatment Plant.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

11. Public Works Department

SUBJECT: Approve the Third Amendment to Agreement No. A-7848 with Hopkins Groundwater Consultants, Inc. for Hydrogeologic Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the Third Amendment to Agreement No. A-7848 (Purchase Order 5794) with Hopkins Groundwater Consultants, Inc. ("HGC"), that:

1. Adds \$500,000 for professional services for the final design and start-up of the City's Campus Park Aquifer Storage and Recovery (ASR) Well #1 project (Project);
2. Increases the professional services contract agreement from \$750,000 to \$1,250,000; and
3. Extends the expiration date to December 31, 2021.

(The Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

L. REPORTS

1. Housing Department

SUBJECT: Oxnard Navigation Center Lease. (10/15/15)

RECOMMENDATION: That the City Council approve and authorize the Mayor to sign a lease agreement with Fairgrow, LLC to occupy property located at 1258 Saviers Road, Oxnard, CA 93033 for use as a navigation center, which will provide a year-round 110 bed 24-hour homeless

shelter, shower and laundry facilities, a meal program, pet service, housing navigation, and case management services to homeless individuals in the City of Oxnard. The term of the lease is for a minimum of five years and the base rent, property taxes and insurance over the five-year period will cost \$1,517,077.

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

2. City Treasurer Department

SUBJECT: City Treasurer's Quarterly Investment Report for the period ending September 30, 2019. (5/5/5)

RECOMMENDATION: That the City Council receive and file the report.

Legislative Body: City Council

Contact: Phillip Molina, (805) 385-7808

3. Human Resources Department

SUBJECT: Resolution Providing Salary and Benefits to Executive and Unrepresented Employees. (5/5/5)

RECOMMENDATION: That the City Council adopt a resolution providing salary and benefits to Executive and Unrepresented Employees.

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

4. Public Works Department

SUBJECT: Award Solicitation PW 20-12 for Supply of Crucial Chemicals Required for Water, Water Reclamation and Wastewater Treatment. (5/5/5)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the following:

1. Purchase Orders for supply and delivery of crucial chemicals to the City of Oxnard Wastewater Treatment Plant (OWTP), Headworks Facility, Advanced Water Purification Facility (AWPF), Water Campus and Water Blending Station No. 3 for a three (3) year period; and
2. Award Purchase Orders to the following vendors for three (3) year totals:
 - a) JCI Jones Chemicals, Inc. (\$398,686.02)
 - b) Kemira Water Solutions, Inc. (\$1,449,834.75)
 - c) Olin Corporation (\$794,890.77)
 - d) Univar USA, Inc. (\$431,734.88); and
3. Allow the Purchasing Manager to approve annual unit cost adjustments that remain within the Not To Exceed Limit of all Purchase Orders combined.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

M. ADJOURNMENT

Oxnard Housing Authority
Resident Services



SUMMER MURAL PROJECT

2019

**BOARD OF COMMISSIONERS
19 NOVEMBER 2019**



RESIDENT SERVICES



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ART CLASSES



Lead Artist: Ana Carrillo
(Our Town Our Children)



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SPEAKER SERIES



Oxnard Housing Authority Resident Services
LA COLONIA

GUEST SPEAKER
SERIES 2019

Your invited to a special community presentation by
Erika Fernandez

drug abuse
health
risk

- An open conversation about drugs, alcohol & vaping in our youth.
- Educating our youth about the consequences of drug and alcohol.
- Increasing community awareness about the risks and realities of alcohol and drug use and abuse.

Date: Thursday, July 11th, 2019
Time: 10:00 a.m. - 12:00 p.m.
Location: Oxnard Housing Authority Multi-Service Center
1500 Camino del Sur
Oxnard, CA 93030

Oxnard Housing Authority Resident Services
LA COLONIA

GUEST SPEAKER
SERIES 2019

Your invited to a special community presentation by
Ignacio Ixta

YOUTH DEPRESSION
SOCIAL MEDIA

- Calling all youth, teens and young adults!
- Join us for an open conversation about mental health, identity, and issues impacting the overall well-being of today's youth.
- Learn about available resources and community services.

Date: Thursday, June 27th, 2019
Time: 10:00 a.m. - 12:00 p.m.
Location: Oxnard Housing Authority Multi-Service Center
1500 Camino del Sur
Oxnard, CA 93030

Oxnard Housing Authority Resident Services
LA COLONIA

GUEST SPEAKER
SERIES 2019

Your invited to a special presentation
Oxnard Police Department
Special Enforcement Unit (Gang Unit)

It's Up To You!

Join us for an community presentation about prevention and intervention, community safety, and making positive lifestyle choices. Learn about negative consequences, long-term impact on the community and individuals. Let's make a difference together!

Date: Thursday, July 11th, 2019
Time: 10:00 a.m. - 12:00 p.m.
Location: Oxnard Housing Authority Multi-Service Center
1500 Camino del Sur
Oxnard, CA 93030

GROWING UP IN LA COLONIA
Home Memories from Oxnard's Past

HARGO PORTAS & SANDRA PORTAS

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FIELD TRIPS

Oxnard Housing Authority Resident Services
LA COLONIA

GUEST
SPEAKER
SERIES 2019

Cal Lutheran University Road Trip!



Oxnard Housing Authority Resident Services
LA COLONIA

GUEST
SPEAKER
SERIES 2019

America Tropical Interpretive Center at
Olvera Street, Los Angeles – Siqueiros Mural



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YOUTH WORKING ON THE MURAL



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**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.1.**

DATE: November 19, 2019

TO: City Council

FROM: Michelle Ascencion, City Clerk, (805) 385-7805, michelle.ascencion@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the October 29, 2019 special meeting as presented.

BACKGROUND

Not applicable.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016. This agenda items does provide transparency of Council meetings to the public.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michelle Ascencion, City Clerk

ATTACHMENTS

1. Minutes 10.29.2019 CC regular meeting

MINUTES
 OXNARD CITY COUNCIL
 Special Meeting
 October 29, 2019

A. ROLL CALL, POSTING OF AGENDA

At 5:04 p.m., Mayor Flynn called to order the special meeting of the Oxnard City Council in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Vianey Lopez, Bryan A. MacDonald, Oscar Madrigal, Bert E. Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present.

Staff members present were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; Shiri Klima, Deputy City Manager; Kevin Riper, Chief Financial Officer; Donna Ventura, Assistant Chief Financial Officer; Jeffrey Lambert, Community Development Director; Kathleen Mallory, Planning and Sustainability Manager; and Michelle Ascencion, City Clerk.

B. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

C. REPORTS

Finance Department

1. SUBJECT: “Municipal Budgeting 101” Presentation.
RECOMMENDATION: That the City Council receive a presentation on “Municipal Budgeting 101.” (Finance and Governance Committee provided feedback and suggestions on the draft presentation on September 24, 2019)

The Chief Financial Officer and Assistant Chief Financial Officer gave a report. Public comments were received from Larry Stein, Phillip Molina, and Jack Villa. Discussion ensued among the Council and staff. No action was required.

Community Development Department

2. SUBJECT: Housing Update and Policy Discussion.
RECOMMENDATION: That the City Council:
 1. Receive a presentation regarding California housing legislation, the City’s Housing Element, the Regional Housing Needs Assessment (“RHNA”) process, and housing policies and programs; and
 2. Discuss new housing policies and programs and the implication to the City of Oxnard.

The Community Development Director gave some introductory remarks and the Planning and Sustainability Manager gave a report. Public comments were received from Larry Stein, Pat Brown, Charles Hamm, Jack Villa, Darlene Miller Gonzalez, Roy Prince, Sal Gonzalez, and Margarita de Escontrias. Discussion ensued among the Council and staff, and councilmembers provided feedback

for their preferences on housing densities; mixed-use development; development review processes; accessory dwelling units, tiny homes, and workforce housing; and increasing density around transit corridors. No action was required.

D. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 8:25 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.2.**

DATE: November 19, 2019

TO: City Council

FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: Council Procedures Manual Update.

RECOMMENDATION

That the City Council adopt a resolution revising the Council Procedures Manual. (Finance and Governance Committee approved 3-0)

BACKGROUND

The City Council adopted the current version of the Council Procedures Manual on May 10, 2016. As stated in Chapter 1 of the Procedures Manual, it was anticipated that the document be reviewed every two years and revised from time to time. Such a review and revision is necessary at this time to address inconsistencies in the current document arising from recent enactment of the Sunshine Ordinance and expansion of the Council to a seven-member body.

Proposed revisions to the Procedures Manual have been discussed by the Finance and Governance Committee at its February 26, March 12, April 9, July 9 and October 22, 2019 meetings. At the October 22 meeting, the Committee recommended that the City Council consider and adopt the updated Procedures Manual.

Attached to this report are a redline draft showing the updates to the Procedures Manual and a resolution for adoption of the update, which attaches the revised Procedures Manual.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on October 22, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Stephen Fischer, City Attorney

ATTACHMENTS

1. City Council Procedures Manual.2019 Update.CC_111919_Agenda.rl

2. Council Adoption of Revised Procedures Manual 2019.reso
3. City Council Procedures Manual.2019 Update.CC_111919_Agenda.EXHIBIT_A



Procedures Manual City of Oxnard City Council

Adopted May 10, 2016

(City Council Resolution No. 14,915; see also, Housing
Authority Resolution No. 1,291)

Revised _____, 2019

(City Council Resolution No. _____)

CITY OF OXNARD

Mission Statement

It is the mission of the City government to ensure that Oxnard will have clean, safe, prosperous and attractive neighborhoods with open, transparent government.

Specifically, the City fulfills its function by:

- Addressing the needs of the residents through the City Council, the appointed commissions, and the City staff.
- Providing easy and open access to information and encouraging dialogue, enabling residents to actively engage in civic life.
- Providing for the safety of its residents, businesses, and visitors.
- Providing timely and responsive service.
- Providing special assistance to those in need.
- Functioning effectively, efficiently and with accountability.
- Creating a positive and desirable workplace environment for City employees.
- Managing change for the betterment of the City.
- Creating and maintaining a viable revenue stream, and providing for the unpredictable nature of our economy.
- Implementing and maintaining City infrastructure, facilities, and programs.
- Formulating sound environmental policies.
- Recognizing and supporting the City's diverse neighborhoods and population.
- Acting as a responsible member of the greater region.

The City Council formed the Oxnard City Council Procedures Committee in January 2011, and appointed Mayor Pro Tem Irene Pinkard and Councilman Tim Flynn to serve on the Committee. The Committee adopted the following mission statement on March 3, 2011.

OXNARD CITY COUNCIL PROCEDURES COMMITTEE

Mission Statement

It is the mission of the City government to ensure Oxnard is a desirable, safe, and vibrant community in which to live and conduct business and to respond to the values and priorities of the residents in an open and transparent manner. In order to accomplish this mission, the Oxnard Council Procedures Committee has been created to develop guidelines and rules under which Councilmembers will operate and perform their role as legislators of the City of Oxnard.

C O N T E N T S

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Appendix

- A International City/County Management Association (ICMA) Code of Ethics
- B Oxnard City Council Legislative Program

Comment [SF1]: Both documents undergo periodic updates, therefore both attachments were not current. Deleted attachments and added references in text to current Legislative Program being posted to City website and ICMA Code of Ethics on ICMA website.

C H A P T E R 1

Introduction

The Oxnard City Council establishes policies and priorities for the community and is responsible for the fiscal health of a public corporation with an annual budget, including as of the date of last approved revision of this Procedures Manual an operating and capital improvement and general fund dollars ~~budget~~ of over-nearly \$330-500 million per year. Oxnard is a “full service” city, with its own police, fire, water, wastewater and environmental resources (refuse solid waste) departments and is an organization with over-more than 1,600-1,300 full-time equivalent employees that has Citywide assets totaling nearly \$3 billion in value ~~assets valued in excess of \$1 billion~~ (roads, buildings, parks, etc).

Purpose of the Procedures Manual

By developing and agreeing to adhere to the following guidelines and procedures, the effective administration of City Council affairs will be greatly enhanced. This Procedures Manual shall also apply when the Council acts as the Successor Agency to the Oxnard Community Development Commission, as well as to the proceedings of the Oxnard Housing Authority and the other public entities for which the City Council acts as the governing body. While attempting not to be overly restrictive, procedures are established so that expectations and practices can be clearly articulated to guide the Mayor and Councilmembers in their actions. It is anticipated that this Procedures Manual will be reviewed every two years by the City Council and may be revised from time to time.

Overview of City Documents

This procedures manual provides a summary of important aspects of City Council activities. However, it cannot incorporate all material and information necessary for undertaking the business of a city council. Many other laws, policies, plans and documents exist which bind the City Council to certain courses of action and practices. A summary of some of the most notable documents that establish City Council direction is provided below.

City Code: The City Code contains local laws and regulations adopted by ordinances. The Administrative Chapter of the Code shall incorporate by reference the rules and procedures established herein including the roles of the Mayor, Mayor Pro Tem and City Council. Included in the Administrative Chapter of the Code is appointment of certain city staff positions and the establishment, qualifications, appointment and terms applicable to certain advisory commissions. In addition to these administrative matters, the City Code contains a variety of laws. The City Code is available either on the City’s website or from the City Clerk.

California Government Code: The California Government Code contains many statutes that set forth requirements for the operation of city government. Many of these requirements are also replicated within the City Code to ensure there is broad awareness of such requirements. Oxnard is a “general law” city, which means it is organized in accordance with provisions of the Government Code. The Government Code provides for Oxnard’s City Council-City Manager form of government, which was adopted as the City’s form of government by ordinance approved by the City’s voters. Basically, this form of government prescribes that a city council’s role is to establish policies and priorities, while the role of the City Manager is to oversee the operations of the city government.

Annual Budget: The City's annual budget provides a description of City services and the resources used to provide services. The document contains both a broad overview of the budget, ~~inclusive of and detailed~~ descriptions of programs and services, organized for convenience by lead departments. The City operates on a July 1st through June 30th fiscal year with a budget that includes ~~governmental funds like the General Fund; special revenue funds; enterprise funds like Water, Wastewater and Environmental Resources; and internal service funds~~ the following funds: ~~general, capital, enterprise and internal services.~~

Comment [SF2]: Deleted Measure O reference.

General Plan: The General Plan is comprised of a number of elements, such as land use, ~~transportation~~ circulation, open-space, and housing, all in accordance with State requirements, and provides a policy framework for various matters that fall within these areas. A separate planning document, the Coastal Land Use Plan, applies in selected regulatory areas in the City's Coastal Zone.

Orientation of New Councilmembers

It is important that members of the Council have an understanding of the full range of services and programs provided by the organization. As new members join the City Council the City Manager arranges for new member training, conferences and familiarization with all facets of City government.

League of California Cities Guide

A publication that provides additional useful information is the New Mayors and Council Members Resource Guide ~~published by~~ updated annually and available through the League of California Cities website: <http://www.cacities.org/>. The *Guide* contains general information on the role and responsibilities of city council-members and on the specific requirements and laws that govern Council actions. ~~The Guide is available from the City Clerk.~~

C H A P T E R 2

Oxnard City Council: Powers and Responsibilities

City Council Generally

The powers of a city council in California to establish policy are quite broad. Essentially, councils may undertake any action related to the establishment of city policies that affect city affairs other than those that are denied by the California Constitution and general laws or are preempted by state or federal law. Specifically, *the Council shall have the power, in the name of the City, to do and perform all acts and things appropriate to a municipal corporation and the general welfare of its inhabitants, subject to statutory limitations and which are not specifically forbidden by the Constitution and laws of the State of California.*

It is important to note that the City Council acts as a body. No member has any extraordinary powers beyond those of other members. While the Mayor and Mayor Pro Tem have some additional ceremonial and administrative responsibilities as described below, in the establishment of policies, voting and in other significant areas, all members are equal. It is also important to note that policy is established by at least a majority vote of the Council. While individual members may disagree with decisions of the majority, a decision of the majority does bind the Council to a course of action. In turn, it is staff's responsibility to ensure the policy of the Council is upheld. Actions of staff to pursue the policy direction established by a majority of Council does not reflect any bias against Councilmembers who held a minority opinion on an issue.

The City Council has occasionally debated whether it should take positions of a broader nature or limit itself to purely municipal functions. Historically, Oxnard City Councils have chosen to not take positions on issues outside of their immediate authority to effect. The propensity of the City Council to involve itself in such issues reflects the personalities and outlooks of the members who are elected to four-year Council member terms and a two-year Mayoral term.

Limitations are imposed on a Councilmember's ability to serve on appointed boards of the City. State law expresses that no member of the Council shall serve as a voting member of any city board, committee, or commission, whether composed of citizen volunteers, city employees, or a combination of both. This is not construed as prohibiting members of the Council from serving on committees or subcommittees of the Council itself, or of agencies representing other levels of government. In fact, Councilmembers often participate and provide leadership in regional and state programs and meetings. Councilmembers are strongly encouraged to provide a written report to the Council on matters discussed at subcommittees and other regional or state board/agency/group activities in which they have been involved.

Role of Mayor & Mayor Pro Tempore

Mayor: The Mayor is to preside at all meetings of the City Council. The Mayor does not possess any power of veto. As presiding officer of the Council, the Mayor is to faithfully communicate the will of the Council majority in matters of policy. The Mayor is also recognized as the official head of the City for ceremonial purposes only.

The Mayor, unless unavailable, shall sign all ordinances, and other documents that have been adopted by the City Council and require an official signature; except in those instances when the City Manager, or other staff, have been authorized by Council action to sign documents. In the event the Mayor is unavailable, the Mayor Pro Tempore's signature will be used.

Mayor Pro Tempore: The City Council has specified that the Mayor Pro Tempore shall perform the duties of the Mayor during the Mayor's absence or disability. The Mayor Pro Tempore shall serve in this capacity at the pleasure of the City Council.

Appointment of City Manager and City Attorney

The City Council only has the authority to appoint two positions within the City organization: the City Manager and the City Attorney. Both positions serve at the will of the City Council. The City Manager is an employee of the City and has an employment agreement that specifies certain terms of employment including an annual evaluation by the City Council. The City Manager is responsible for all other personnel appointments within the City. The current City Attorney is an employee of the City and has an employment agreement that specifies certain terms of employment including ~~an annual~~regular evaluation by the City Council.

Role in Disaster

In consultation with the City Manager, the City Council may be asked to participate at the City's Emergency Operations Center (EOC), located within the Fire Department, to provide policy guidance and to receive information in an emergency. The California Emergency Services Act (California Government Code Sections 8550 et seq.) provides for the preservation of local government during an emergency and specifies the duties and powers of local government to appoint contingency successors in office for various public officials, including the City Council and the City Manager, to serve when the elected or appointed incumbent is unavailable during an emergency. Should the City Council not be available during an emergency, state law specifies a hierarchy of others who may serve in place of the City Council.

Appointment of Advisory Bodies

The City has a number of standing advisory bodies, the rules, regulation and requirements of which can be found in the Administrative Chapter (Chapter 2) of the City Code. The Mayor, "with the approval of the city council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute." California Government Code Section 40605. For appointments to Citizen Advisory Groups (CAGs) each Councilmember shall strive to nominate a commissioner from the Councilmember's district to serve on each CAG. The Mayor shall nominate one commissioner at-large for each CAG.

C H A P T E R 3

City Council Meetings

General Procedures

Rules of Order: Except as otherwise provided by applicable law or as specifically provided in this Procedures Manual, the latest revised edition of "~~Robert's-Rosenberg's~~ Rules of Order" shall govern the conduct of the meetings of City Council.

Presiding Officer:

- a. The Mayor or in the Mayor's absence, the Mayor Pro Tempore, or a temporary presiding officer in appropriate circumstances, shall be the presiding officer of City Council.
- b. In the absence of the Mayor and Mayor Pro Tempore, the City Clerk shall call the City Council to order. The temporary presiding officer shall be the Councilmember present with the greatest length of service on City Council. Upon the arrival of the Mayor or the Mayor Pro Tempore, the temporary presiding officer shall relinquish the chair at the conclusion of the business then before City Council.
- c. The presiding officer shall assume the chair at the hour appointed for the meeting and shall call City Council to order.
- d. The presiding officer shall preserve strict order and decorum at all City Council meetings, state questions before City Council, and announce City Council's decision on all matters.
- e. The presiding officer shall decide all questions of order, subject however, to an appeal by any Councilmember to City Council as a whole, in which event a majority vote of City Council shall govern and conclusively determine questions of order.
- f. Unless prohibited by State law, the presiding officer shall vote on all questions before City Council.
- g. The presiding officer may move, second and debate from the chair, subject only to such limitations of debate as are imposed on all Councilmembers by this resolution.
- h. The presiding officer shall not be deprived of any of the rights or privileges of a Councilmember by reason of acting as presiding officer.

Seating arrangement of the Council: The Mayor Pro Tempore is seated immediately next to the Mayor. The Mayor, with the approval of individual Councilmembers, shall establish the seating arrangement for regular Council meetings.

Quorum: ~~Three-fifths~~Four-sevenths of the Councilmembers constitute a quorum for the transaction of business. When there is no quorum, any Councilmember shall adjourn such meeting or, if no Councilmember is present, the City Clerk shall adjourn the meeting.

Minutes: The minutes of City Council meetings shall be prepared by the City Clerk and shall be maintained in a book as a record of each particular type of business transacted. The City

Clerk shall be required to make a record only of such business as was actually passed upon by a vote of City Council and shall not be required to record any remarks of Councilmembers or of any other person except at the special request of a Councilmember. If provided, the City Clerk shall record the name of any person addressing City Council or submitting a written speaker card. As soon as possible after each City Council meeting, the City Clerk shall cause a copy of the minutes thereof to be forwarded to each Councilmember and the City Manager. Unless the reading of the minutes of a City Council meeting is requested by a Councilmember, such minutes may be approved without reading, if the City Clerk has previously furnished each Councilmember with a copy thereof. Any Councilmember, upon request, shall have entered in the minutes the right to have personal reasons for support for, dissent from, or protest against, any action of City Council.

Meeting Schedule

By Ordinance No. 2,3682,949 the City Council has established their regular meeting calendar, which provides that unless otherwise approved by City Council action, the Council shall conduct regular meetings in the Council Chambers, at 305 West Third Street on the first ~~four and third~~ Tuesdays of every month. Regular meetings begin no earlier than 4:30 p.m. Closed sessions are generally held, as needed, at the beginning of the regular meeting.

~~No Council meeting will typically be held in the event that a regular meeting of the Council falls on a legal holiday or in the same week of a legal holiday. Other Regular~~ meetings throughout the year may be cancelled. The Mayor and Councilmembers should inform the City Manager's secretary as soon as possible if they intend to be out of town on a set meeting date.

Special Meetings

Special meetings may be called by the Mayor or a majority of the City Council in compliance with the Brown Act, which is discussed in more detail later in this Chapter. Written notice ~~typically~~ must be given to the public, and to the media requesting such notice, at least, ~~twenty-four (24) hours~~ seven (7) days prior to a special meeting. No business other than that officially noticed may be discussed. The Mayor or City Council may call a special meeting to discuss goals and priorities for the upcoming year.

Development of Agenda

~~A~~ Subject to certain exceptions set forth in the City Code, a copy of the agenda for ~~regular Council~~ meetings is transmitted to the Council and posted to the City's website ~~on the Thursday twelve days~~ prior to ~~the scheduled a regular meeting and seven days prior to a special meeting.~~ All agenda materials are posted with the agenda on the City's website and are also available after posting during normal business hours, ~~after 6:00 p.m. on the Thursday before the Tuesday Council meeting, or on Monday when offices are closed on Friday~~ at the Main Branch of the Public Library and ~~after 8:00 a.m. on Friday~~ in the Office of the City Clerk. ~~Website posting of the agenda concurs with the Council calendar. The City Council and staff shall explore a two-week agenda process to allow for discussion and posting of future agenda items and shall consider that all material presented at a Council meeting (i.e., handouts, PowerPoints) should be made publicly available at least 24 hours prior to the meeting.~~

Placing Items on Agenda

Inclusion of Item on Future Agenda by City Council:

~~The While most agenda items are scheduled through the City Manager's Office based on the administrative needs of the City, the intent of this policy is to provide an orderly means through which an individual Council Member can raise an issue for discussion and possible City Council direction or action. The policy described below is a two-step process. A Councilmember requesting an item to be placed on a future Council meeting agenda may (1) briefly announce their request during the City Council Business/Committee Reports portion of a Council meeting agenda, (2) submit a detailed request in writing to the City Clerk, or (3) both. Each request shall be referred to the City Council Committee most related to the subject of the request. The first step is to enable any Council Member to place a matter in front of the City Council. The second step is to enable the City Council to determine whether staff time should be spent on the issue.~~

~~Part 1: Council Members wishing to have a matter discussed by the City Council may do so by one of two means:~~

- ~~1. During a Council meeting, under "Council Items," any Council Member may request that a matter be placed on a future agenda for discussion.~~
- ~~2. In advance of a Council meeting, any Councilmember may contact the City Manager or his/her designee, via telephone, email, or in person and convey the desired title of the agenda item. The desire title must be conveyed before 12:00 p.m. on the Wednesday prior to the Council meeting date. This will give the City Clerk's Office time on the following Thursday to finalize the agenda and post it within the required timeframe. Requests received after this deadline shall be placed on the agenda for the following regularly-scheduled meeting. The item will then be added under the "Council Items" section of the agenda in the order it was received for discussion only, at a future City Council meeting.~~

~~Staff will not spend time preparing any reports or analyses on the requested item. The only staff assistance provided at this initial stage would be to help the Council Member frame the issue, if needed, so that the Council and public clearly understand the request.~~

~~Part 2: Consideration of the Council Member's Request: Staff will present (using a template staff report) for Council consideration whether or not to spend additional staff resources on agendizing an item for future Council discussion. When the item is called at the Council meeting, the Council Member who made the request will describe the item. The Council discussion will be limited to determining whether staff time and City resources should be spent researching the particular agenda item and whether to direct staff to conduct further analysis on the item. Council will not take action on the item itself.~~

~~Concurrence that staff time and City resources will be devoted to the item does not signify approval of the item. It only indicates that the Council wishes to have it studied further. Additionally, the Council may, at any time, decide to drop the matter, even after the matter has been analyzed by staff.~~

If a majority of such committee agrees the City Council should consider the item, Upon the concurrence of a majority of the Council that the item should be researched and agendized, the City Manager will determine when to place the item on a future agenda based on time necessary to complete the research and staff workload considerations and the effect on City Council established priorities.

Emergency and Non-Agendized items: Emergency and non-agendized items may be added to an agenda only in accordance with state law. *Emergency items* are only those matters affecting public health or safety such as work stoppages, disasters and other severe emergencies. Adding an emergency item requires a majority vote. Emergency items are very rare. More likely, after the agenda has been posted an item arises that the Council would like to act on. *Non-agendized items* may be added to the agenda only if the Council makes findings that (1) the need to consider the item ~~if it~~ arose after the posting of the agenda, and; (2) there is a need to take immediate action at this meeting of the City Council. These findings must be approved by a ~~four-fifth~~two-thirds vote of members present; if less than five members of Council are present, the findings require a unanimous vote of those present.

Notification and Advertising

The City will continue to publicize matters of significant neighborhood or community public interest that appear on a City Council agenda, as well as all matters where advertising is required by law.

Order of Business

Comment [SF3]: Reordered to reflect typical agenda format.

At every meeting, the order of business shall be discussed and acted upon in substantially the following manner, provided that the presiding officer may alter the order of business with City Council concurrence.

Roll call/posting of agenda
 Public comments on closed session items
 Closed session
Appointment items
 Opening ceremonies / Pledge of Allegiance
 Ceremonial calendar
 Public comments on matters not on the agenda and within the subject matter jurisdiction of City Council
City Manager's report
City Council business/committee reports
 Review of information/consent agenda
 Public comments on information/consent agenda
 Information/consent agenda
 Public hearings to commence at 6:15 p.m.
~~Appointment items~~
~~Reports~~
~~City Manager's report~~
~~City Council business/committee reports~~
~~Public comments on each report before City Council consideration~~
~~Public comments on study session items~~
 Study session
 Adjournment

Roll Call: Before proceeding with the business of City Council, the City Clerk shall enter in the minutes the names of all Councilmembers present.

Ceremonial Calendar: Ceremonial items shall normally be limited to ~~one-two~~ items per meeting, not to exceed five minutes per item, unless additional time is granted by the presiding officer.

Public Comment: Public comments shall be received at several times during each meeting for particular portions of the agenda as specified above. Comments on agenda items are not heard until the particular item is called. Unless otherwise approved by City Council action, public comments relating to the subject matter of discretionary public hearings or public hearings required by law, shall be presented only at the time of the conduct of the hearing. Individuals desiring to speak are to address the Council from the speaker podium. Speaker cards should be filled out and given to the City Clerk prior to public comment, although persons who wish to speak are not required to provide their names or addresses.

A block of thirty (30) minutes time is set aside at the beginning of a regular meeting to receive general public comment about issues not on the agenda. Public comments not heard during this thirty-minute period will be heard just prior to adjournment. Speaker cards will not be accepted after the beginning of the general public comment period in order to allow for fair allocation of time amongst the known speakers. If the time required to complete general public comments exceeds 30 minutes, any public comments thereafter shall occur immediately prior to the adjournment of the meeting. If during public comment, a person expresses a concern regarding City Council staff or service, City Council may refer the nature of the concern to staff for investigation, resolution or a report.

Comments should focus on a specific matter within the Council's jurisdiction. Members of the public are encouraged to present written comments, preferably in advance of the meeting, as a way to fully communicate their thoughts on agenda items or non-agenda items. When written materials are presented, they should be submitted to the City Clerk for distribution and record keeping ahead of time.

Videos, PowerPoint or similar presentations during public comment ordinarily are not permitted. Prior notice and coordination with the City Clerk is strongly encouraged and the Mayor reserves the privilege to limit such requests as necessary for the effective conduct of the meeting.

Public comment on regular business items normally follows staff's presentation of the staff report, clarifying questions from Councilmembers and applicant comments as necessary and appropriate. Speaker cards should be filled out and given to the City Clerk prior to public comment.

Unless additional time is granted by the presiding officer, each person shall limit public comments to three minutes on any agenda item at a meeting with a cumulative total of ten minutes for all agenda items at such meeting, provided that such ten minute limit shall be voluntary. The presiding officer may grant a representative of a large speaker group additional time (up to ten minutes) to speak for the group on any agenda item.

A person wishing to address City Council shall first be recognized by the presiding officer. Each person shall address all remarks to City Council as a body, not to any member thereof and not to staff. No person, other than a Councilmember and the person having the floor, shall be permitted to enter into any discussion without recognition by the presiding officer.

Information/Consent Agenda: The information/consent agenda shall consist of routine items for which staff contemplates no discussion by City Council. Information/consent agenda items shall be supported by such written reports and information as the City Manager deems necessary to apprise City Council of the action required and to enable City Council to make a decision in the best interests of the City. An information/consent agenda item may be removed for discussion at the request of a ~~Councilmember or the City Manager~~. A removed information/consent agenda item ~~will~~ may be considered after City Council acts upon the remainder of the information/consent agenda.

Comment [SF4]: GC 34903: Mayor has all powers and duties of Councilmember (see Ch.3, Presiding Officer (h).)

Appointment Items: The City Council may schedule items for a specific time to accommodate presentations on selected matters.

Special Presentations: Special presentations may be conducted at any City Council meeting at City Council's discretion.

Public Hearings: Public hearings are scheduled to comply with State law or at the discretion of the City Council to discuss a matter of special community interest. Unless otherwise approved by the City Council, public hearings shall be scheduled to commence at 6:15 p.m. Any person directly involved in the subject matter of a public hearing, such as an applicant, developer, representative of affected homeowners association, property owner or neighborhood council may speak for any length of time at the discretion of the presiding officer.

Reports: A report shall consist of an item contemplated by staff to require a written or oral report and on which the City Council will discuss and deliberate on a course of action, including an item appearing on the agenda under City Manager's Report. Unless additional time is granted by the presiding officer or has been previously approved by the City Manager, staff reports shall be limited to ten minutes.

Study Session: The City Council may conduct a study session on subjects and issues as appropriate at any meeting. Such a study session shall be open to the public and shall be devoted to the gathering of information preliminary to consideration of the subject matter at a future regular or special meeting, or for the City Council to discuss various issues and programs with the City Manager and staff. The City Council shall not formally act upon any matter during a study session.

City Council Business/Committee Reports: ~~Each Councilmember may make a brief announcement, or make a brief report on their activities, including reports on meetings attended at City expense, and may request to schedule consideration of placing an item on a future agenda. The Council cannot enter into detailed discussion or take action on any item presented during this report. A Councilmember's report shall not exceed three minutes, unless additional time is granted by the presiding officer. City Council business items shall be limited three minutes per Councilmember, unless additional time is granted by the presiding officer. City Council committee reports shall be limited three minutes per Councilmember, unless additional time is granted by the presiding officer.~~

Comment [SF5]: GC 53232.3(d)

Adjournment: ~~City Council meetings shall adjourn no later than 10:00 p.m., unless the meeting is extended by a majority vote. No new items will begin after 10:00 p.m. unless 80% of the members present votes to allow the items to be heard. No new items on the agenda for a City Council meeting shall be considered after 10:00 p.m., and the meeting shall be adjourned upon conclusion of the item under consideration at 10:00 p.m., provided that the City Council may consider a new item after 10:00 p.m. if the City Council determines by a four-fifths vote of the~~

~~members present that there exist exigent or extraordinary circumstances which require that an item be considered after 10:00 p.m.~~

Discussion Rules

To assist the City Council in the orderly discussion of items, rules are followed which represent accepted practices for the management of Council meetings.

1. **Obtaining the Floor:** A member of the City Council or staff shall first address the presiding officer to gain recognition. Comments and questions should be directed through the presiding officer and limited to the issue before the Council. Cross-exchange between Councilmembers and public should be avoided.
2. **Questions to Staff:** A Councilmember shall, after recognition by the presiding officer, address questions to the City Manager, City Attorney, department head or designated staff member. If a Councilmember has questions on an agenda item, that member should preferably contact the City Manager prior to the meeting in order to allow the City Manager to direct staff with enough time to research a response for the meeting.
3. **Interruptions:**
 - a. Once recognized, a Councilmember is considered to have the floor, and another Councilmember may not interrupt the speaker except to make a point of order or point of personal privilege, or as otherwise permitted in the Rules of Order. In such a circumstance, the Councilmember holding the floor shall cease speaking until the point of order or privilege issue raised is resolved.
 - b. Upon being recognized by the Chair, members of the staff shall hold the floor until completion of their remarks or until recognition is withdrawn by the Chair.
4. **Discussion:** A Councilmember should not speak more than once on a particular subject until every other Councilmember has had the opportunity to speak, and shall be limited to speaking twice during discussion on an agenda item unless additional time is granted by the presiding officer. Councilmembers are encouraged to discuss items during the decision-making process and may ask staff to respond when appropriate. The Mayor normally allows other members to speak first, then will give his/her views and summarize. If a Councilmember desires to use a PowerPoint presentation or similar visual aid during a meeting, the Councilmember shall provide the City Clerk with a copy of the material to be used prior to the commencement of the meeting at which it will be used.
5. **Tabling Procedure:** Tabling an item immediately stops discussion and causes a vote to postpone a matter indefinitely or to a time and date certain. A motion to “continue” an agenda item has the same effect, but is generally used when a scheduling problem arises or when insufficient time is available to address the matter thoroughly.
6. **Right of Protest:** A Councilmember is not required to state reasons for a dissenting vote.
7. **Calling for the Question:** The purpose of calling for the question is to disallow further debate and put an issue to an immediate vote. Once recognized by the presiding officer, a Councilmember may move to “call for the question” on an item which is being

considered. The motion requires a second, is not debatable, and must pass by a ~~four-fifth~~two-thirds vote. If the motion carries, the item is no longer debatable and the City Council must vote on it.

Voting Procedures

When present, all Councilmembers are to vote unless prohibited by law or conflict of interest. Unless a Councilmember states an intention not to vote, the City Clerk shall record silence as an affirmative vote.

A conflict of interest shall be declared whenever appropriate and in compliance with State law. The affected Councilmember will step down from the dais and leave the Chambers as required by State law.

As required by the Brown Act, the vote or abstention of each Councilmember present shall be publicly reported ~~a roll call vote will be taken and recorded for every action taken and such roll call~~ vote shall be entered in the minutes of the City Council showing those Councilmembers voting aye, those voting no and those not voting or absent. When taking ~~such a~~ roll call vote, the City Clerk shall call the names of the Councilmembers, alternating the order.

Comment [SF6]: Brown Act only requires "roll call" in limited circumstances (e.g., teleconference meetings). With future electronic voting, roll calls will be rare. Proposed revision tracks text of GC 54953(c)(2).

Tie Vote: A motion fails on a tie vote. The presiding officer may publicly explain the effect of the tie vote for the audience or may direct the City Attorney to do so.

Motions: There are a number of types of motions, each of which must meet certain requirements before a vote can be taken. Enactment of an ordinance, adoption of a resolution, as well as approval of a motion or order involving a payment of money requires the affirmative vote of ~~three-four~~ Councilmembers. Other motions or actions require a vote in favor of the action or motion by a majority of a quorum of Councilmembers present, unless otherwise specified by State law.

Reconsideration: Reconsideration of an item shall be allowed in accordance with the following Council guidelines. A member of the prevailing majority when the previous vote was taken must make a motion for reconsideration. The City Council has determined that any motion for reconsideration should be made at the meeting ~~immediately following that~~ at which the action was taken. No motion for reconsideration will be entertained after this time unless the City Council determines significant new information has arisen which warrants such action and the reconsideration can be properly agendaized.

Other Guidelines

Other guidelines have been developed to ensure that meetings of the Council are conducted in a civil and professional manner. Councilmembers and staff shall:

1. Work to preserve appropriate order and decorum during all meetings.
2. Discourage side conversations, disruptions, interruptions or delaying efforts.
3. Inform the presiding officer before departing from a meeting.
4. Limit disruptive behavior. The presiding officer will call persons demonstrating rude, boisterous, or profane behavior to order. If such conduct continues, the presiding officer may call a recess, request the removal of such person(s) from the Council Chambers,

adjourn the meeting, or take other appropriate action. The Council has a policy to discourage applause, booing or other similar behaviors from the public during meetings.

5. Recognize that only the City Council, staff, advisory body chairs or designated representatives, and those authorized by the presiding officer shall be permitted to sit at the Council dais or staff tables. No persons except City officials, their representatives and representatives of news-gathering agencies shall be permitted to approach the City Council without the consent of a majority of the City Council.
6. Limit breaks of the City Council to 5-10 minutes. The Mayor will resume the meeting if a quorum exists and other members have not returned from the break within the announced time period.
7. Impose time limits on speakers. While the City Council encourages and embraces the need for and right of public participation, it acknowledges that public comments must, at times, be limited. The Mayor, as presiding officer, may poll the audience for an indication of the number of people wishing to speak on a particular item, and to impose time limits per speaker. Typically, speakers are limited to three minutes but a shorter time limit may be established as deemed necessary; however, project applicants, developers of a project under consideration, representatives of affected homeowners associations, neighborhood councils or similar groups may, at the discretion of the presiding officer be granted a longer time period for comment. After the time limit, Council may ask questions of the speaker for clarification, if needed. Each speaker will be thanked for his or her participation.
8. Meetings outside the City of a majority of City Council, even if permissible under the Brown Act, are discouraged, so as to maximize public participation.

Values of Respect: The City Council has also recognized the importance of approaching the public's business in an environment of personal respect and courtesy, which emphasizes the consideration of policy and avoids personalization of comments. Some guidelines utilized by the City Council include:

1. Discussion should focus on policy matters.
2. Personal criticism of members is inappropriate.
3. Proper decorum should be displayed as other members express their views.
4. Treat members of the public equally, applying rules in a fair and consistent manner.

Enforcement of Order: The Police Chief or designee acts as the Sergeant-At-Arms. Any Councilmember may request the presiding officer to enforce the rules of protocol. Upon motion and majority vote, the presiding officer shall be required to do so.

Open Meeting Laws (the "Brown Act")

Operations and procedures of the City and City Council incorporate requirements of the Ralph M. Brown Act, which is the State's open meeting law (California Government Code Sections 54950 et seq., commonly referred to as the Brown Act). Because this law is such an important part of local government operations, some specific requirements of the law are highlighted below.

Applicability and Penalties: The entire City organization conducts its business in compliance with the Brown Act. The intent of the Brown Act is to ensure that deliberation and actions of local public agencies are conducted in open and public meetings.

A. Applicability: The Brown Act applies to Council and all commissions, boards and Council appointed subcommittees (except if comprised entirely of ~~two less than a quorum of~~ Councilmembers for a limited purpose and duration) ~~and task forces~~ that advise Council. Staff cannot promote actions that would violate the Brown Act.

B. Meetings: All meetings shall be open and public. A City Council meeting takes place whenever a quorum (~~3 four~~ or more members) is present and information about ~~the City business of the body~~ is received; discussions qualify as a meeting. Social functions (e.g., receptions, dinners) do not fall under the Brown Act unless City business is discussed.

Serial meetings, which take place when any member of Council or City staff contact more than ~~two three~~ Councilmembers for the purpose of deliberating or acting upon an item pending before the City Council, are prohibited. This restriction does not apply to ~~the public or media who may contact Councilmembers~~ individual contacts where the comments or position of Councilmembers are not communicated to a majority of Councilmembers. ~~Correspondence that merely takes a position on an issue is acceptable.~~ Note that the Brown Act applies to City Councilmembers immediately after their election and prior to their swearing-in ceremony.

C. Agendas: Agendas must be posted in a location freely accessible to the public as well as the City's website, at least 72 hours in advance of a regular meeting and at least 24 hours before a special meeting, and must meet various requirements, such as including a brief general description of each item to be discussed or acted upon by City Council. The time periods set forth in the City's Sunshine Ordinance and described previously for posting agendas exceed the minimum requirements of the Brown Act. The City Council shall adhere to the broader requirements of the Sunshine Ordinance.

D. Actions: No action can be taken on any item not appearing on the posted agenda.

Exceptions: 1) An emergency situation exists (determined by a majority of the Council). 2) The need to take action arose subsequent to the agenda being posted and there is a need for immediate action (determined by two-thirds vote of the Council; or if less than two-thirds are present, by unanimous vote). 3) The item was continued to another meeting that was scheduled and posted within 5 days of the original agenda.

E. Public Input: The Brown Act contains provisions concerning Public Comment on matters within the City Council's jurisdiction and particular matters on the agenda, summarized elsewhere in this manual. These provisions will be followed by the City Council.

F. Public Disruptions: A portion or all of the public may be removed if willful disruption makes conducting the meeting "unfeasible"; the press may remain unless they participate in the disruption.

G. Correspondence: All writings distributed for discussion or consideration at a public meeting are public records.

H. Emergency Meetings: Emergency meetings may be called without notification due to the disruption or threatened disruption of public facilities. Only work stoppages or crippling disasters that impair the public health and/or safety qualify for emergency meetings.

- I. Other Provisions: The Brown Act provides many other restrictions and requirements; this eChapter is intended merely as a Council summary and overview of the Brown Act, and nothing in this Chapter supersedes the provisions of the Brown Act. Please check with the City Attorney and/or the City Clerk for more information.

C H A P T E R 4

Council Communications

Overview

Perhaps the most fundamental role of a Councilmember is communication: communication with the public to assess community opinions and needs, and communication with staff to provide policy direction and to gain an understanding of the implications of various policy alternatives. Because the City Council performs as a body (that is, acting based on the will of the majority as opposed to individuals), it is important that general guidelines be understood when speaking as a Councilmember. Equally important, when members are expressing personal views and not those of the Council, the public should be so advised.

Correspondence from Councilmembers

Members of the City Council may occasionally be called upon to write letters to citizens, businesses or other public agencies. Typically, the City Manager will be charged with transmitting the City's position on policy matters to outside agencies on behalf of the City Council. Correspondence sent on behalf of the Council is placed on official City letterhead and is signed by the Mayor or City Manager. Individual members of Council may prepare letters to constituents in response to inquiries or to provide requested information. Individualized City Councilmember letterhead is available for this purpose, and staff can assist in the preparation of such correspondence. Councilmembers are encouraged to provide copies of any correspondence on City letterhead to ~~every Councilmember and~~ the City Manager.

On occasion, Councilmembers may wish to transmit correspondence on an issue upon which the Council has yet to take a position or about an issue for which the Council has no position. In these circumstances, Councilmembers should use their personalized letterhead and clearly indicate within letters that they are not speaking for the City Council as a whole, but for themselves as one member of Council.

After the City Council has taken a position on an issue, official correspondence should reflect this position. While Councilmembers who may disagree with a position are free to prepare correspondence on such issues as private citizens, City letterhead, official Council title, and staff support should not be utilized in order to avoid confusion. In addition, City letterhead and staff support cannot be utilized for personal or political purposes.

Councilmembers may be asked to prepare letters of recommendation for students and others seeking appointment. Councilmembers may utilize City letterhead and their Council titles, but should indicate that the views expressed are those of the Councilmember (as opposed to the City Council). No review by the full Council is required; however, copies will be kept on file.

Speaking for “the City”

Similar to written correspondence, when Councilmembers are requested to speak to groups or are asked the Council's position on an issue, the response should reflect the position of the

Council as a whole. Of course, a Councilmember may clarify their vote on a matter by stating, for example, “While I voted against X, the City Council voted in support of it.” When representing the City at meetings or other venues, it is important that those in attendance gain an understanding of the City Council’s position rather than that of an individual member.

Local Ballot Measures

At times measures that affect City Council policy may be placed on the ballot. There are restrictions regarding what actions a City Council or individual Councilmembers may take on ballot measures. Guidelines as to what is permissible are available from the City Clerk or City Attorney upon request.

State Legislation, Propositions

~~In 2007, the City~~ The City ~~Council periodically~~ adopted a Legislative Program to enable the City to respond ~~the to~~ pending state and federal legislation in a proactive manner (the ~~2015-2016 current~~ Legislative Program is ~~included as Appendix B~~ posted on the City’s website). The Mayor (or Mayor Pro Tem in the Mayor’s absence) would be authorized to sign correspondence expressing the City Council’s position on legislation consistent with the Legislative Program and/or other positions approved by the City Council.

Staff maintains direct and consistent contact with contracted state and federal lobbyists and monitors the League of California Cities’ ~~Priority Focus~~, Association of California Water Agencies and other sources to identify pending legislation that may impact the City. Letters expressing the City’s position will be drafted for the Mayor’s signature, with copies distributed to each Councilmember. Pending legislation not addressed by the Legislative Program, or staff recommendations that deviate from the Legislative Program, would be agendaized for City Council consideration.

C H A P T E R 5

Interaction with City Staff

Overview

City Council policy is implemented on a daily basis through staff. Therefore, it is critical that the relationship between Council and staff be well understood by all parties so that policies and programs may be implemented successfully. The City of Oxnard has a long tradition of positive relationships between members of the City Council and staff. To maintain these effective relationships it is important that roles are clearly recognized.

Council-Manager Form of Government

Like most California cities, Oxnard has adopted a City Council-City Manager form of government. The Council appoints a City Manager to implement policy, enforce its laws, to direct the daily operations of city government, and to prepare and monitor the municipal budget. The City Code specifies roles and responsibilities and requires that Councilmembers work through the City Manager in dealing with City staff unless simply requesting information from department heads or other staff members. The City Manager is responsible to the City Council as a body rather than to individual Councilmembers.

Council-Manager Relationship

The employment relationship between the City Council and City Manager reflects the fact that the City Manager is the chief executive officer of the City. The City Manager has an employment agreement with the City Council. Regular communication between the City Council and City Manager is important in maintaining effective interpersonal relations. All dealings with the City Manager, whether in public or private, should be consistent with the authority of the City Manager in administrative and personnel matters. Councilmembers should avoid situations that can result in City staff being directed, intentionally or unintentionally, by one or more members of the City Council. Further, Councilmembers should avoid involving themselves in matters regarding individual City employees or related affairs.

The City Council evaluates the City Manager's performance annually to ensure that both the City Council and City Manager are in agreement about organizational performance and priority goals that are based on mutual trust and common objectives which are put forth in ~~the mandatory annual-a~~ strategic summit, which should be conducted every three to five years.

As in any professional relationship, it is important that the City Manager keep the City Council informed. The City Manager respects that the final responsibility for establishing the policy direction of the City is held by the City Council. The City Manager communicates with City Council in various ways. In addition to the formal Council meetings, there are periodic briefing meetings with individual Councilmembers and written memoranda and email. Communication must be undertaken in such a way that all Councilmembers are treated similarly and kept equally informed and provided with updates on significant fiscal matters, major projects, or other critical issues. It is also important that the Council provide ongoing feedback, information and perceptions to the City Manager including responses to written communications and surveys requesting feedback.

City Manager Code of Ethics

The City Manager is subject to a professional code of ethics developed by the International City/County Management Association (ICMA) that binds the City Manager to certain practices that are designed to ensure his or her actions are in support of the City's best interests.

Violations of such standards can result in censure. Appendix A is a copy of the ICMA City Manager's Code of Ethics can be found at <https://icma.org/icma-code-ethics>.

City Council-City Attorney Relationship

The City Attorney is the legal advisor for the Council, City Manager and departments. The general legal responsibilities of the City Attorney are to: 1) provide legal assistance necessary for formulation and implementation of legislative policies and projects; 2) represent the City's interest, as determined by the City Council, in litigation, administrative hearings, negotiations and similar proceedings; 3) prepare ordinances, resolutions, contracts and other legal documents to best reflect and implement the purposes for which they are prepared; and 4) keep City Council and staff apprised of court rulings and legislation affecting the City's legal interests. It is important to note that the City Attorney does not represent individual members of Council, but the City Council as a whole.

Roles and Information Flow

Objectives: It is the intent of staff to ensure Councilmembers have free and easy access to information from the City and to ensure that such information is communicated completely, with candor and without bias. Individual Councilmembers may not intervene in staff decision-making, the development of staff recommendations, scheduling of work, or executing department priorities without the prior knowledge and approval of the City Council as a whole. This is necessary to protect staff from undue influence and pressure from individual Councilmembers, and to allow staff to execute the priorities given by management and the Council as a whole without fear of reprisal. Undue influence exercised by Councilmembers may result in censure.

Council roles: The full City Council retains power to accept, reject, amend, influence, or otherwise guide and direct staff actions, decisions, recommendations, service levels, work-loads and schedules, departmental priorities, and the performance of City business. If a Councilmember wishes to influence the actions, decisions, recommendations, workloads, work schedule, and priorities of staff, that member must prevail upon the Council in accordance with the Brown Act, preferably in open session, to do so as a matter of Council business.

Should a Councilmember become dissatisfied about a department, he/she should always talk it over with the City Manager and/or the Assistant City Manager, not the department head. Concerns about a department head must be taken to the City Manager only.

To assist the City Manager in his/her ability to monitor the flow of information, requests for information are best tracked if submitted in writing, either in memorandum form or through email. And to ensure proper responsiveness, Councilmembers are asked to "cc" both the department head and the City Manager on all correspondence with staff.

Staff roles: The Council recognizes the primary functions of staff as serving the community, executing Council policy and actions and keeping the Council informed. Staff is obligated to

take guidance and direction only from the Council as a whole or from the appropriate management supervisors. Staff is directed to report to the City Manager any attempts by individual members of the Council to unduly direct or otherwise pressure them into making, changing or otherwise influencing recommendations.

City staff will make every effort to respond in a timely and professional manner to all requests made by individual Councilmembers for information or assistance; provided that, in the judgment of the City Manager, the request is not of a magnitude, either in terms of workload or policy, which would require that it would be more appropriately assigned to staff through the direction of the full City Council. If a request by an individual Councilmember is determined by the City Manager to take one hour or more of staff time to complete, that request may be included on the formal Council agenda for full Council discussion.

Dissemination of Information

In cases where a staff response to an individual Councilmember request involves written materials that may be of interest to other Councilmembers, the City Manager will provide copies of the material to all other Councilmembers. In making this judgment, the City Manager will consider whether the information is significant, new, otherwise not available to the Council or of interest to the Council.

Staff Relationship with Advisory Bodies

Staff support and assistance is typically provided to commissions and task forces. However, advisory bodies do not have authority over City employees. While staff may work closely with advisory bodies, staff members remain responsible to their immediate supervisors and ultimately the City Manager and City Council. The members of the commission/ board/committee are responsible for the functions of the advisory body, and the chairperson is responsible for committee compliance with City policies and practices.

Staff support often includes preparation of an agenda and its posting in compliance with the Brown Act. Staff may also prepare reports providing background on the issue, alternatives, a recommendation, and appropriate backup materials, if necessary. Advisory body members should have sufficient information to reach decisions based upon a clear explanation of the issues. The assigned staff person may serve as secretary, taking minutes as needed. Staff members are to assist the advisory body chair to ensure appropriate compliance with state and local laws and regulations.

It is important that advisory bodies wishing to communicate recommendations to the City Council do so through approved Council agenda procedures. In addition, if a commission wishes to correspond with an outside agency, that correspondence will be prepared by staff for review by the City Manager and possible approval by the City Council. Individuals who would like staff to perform research or for the commission to review a particular issue must gain the approval for such a request from the full City Council before any work is planned or done.

C H A P T E R 6

Support Provided to City Council

Staff Support

General administrative support to members of the City Council is provided through the City Manager's Office. Secretarial services including scheduling of appointments, receipt of telephone messages, and word processing are available as needed. Sensitivity to the workload of support staff members in the City Manager's Office is appreciated. Should requested tasks require significant time commitments, prior consultation with the City Manager is requested.

Office Equipment

To enhance Councilmembers' ability to communicate with staff and the public, the City Council office is equipped with a computer and telephones with voicemail. The Council can also receive and send faxes.

Councilmembers may be connected from their home to the City's computer network. Information ~~Services~~ Technology staff will provide initial assistance in setting up necessary software and hardware. While staff will maintain those computer applications related to City affairs, staff cannot provide assistance for personal computer applications. When individual Councilmembers have completed their term of office, any installed software and ~~external modems~~ City equipment must be returned to the City.

These technologies facilitate efficient communication by Councilmembers. However, their use also raises important legal issues to which Councilmembers must pay special attention. First, the Brown Act prohibits members from using "technological devices" to develop a concurrence by a majority regarding an action to be taken by the Council. "Technological devices" under the Brown Act include phones, faxes, computer email, public access cable TV and video. Councilmembers should not use e-mail, faxes or phones for communicating with other Councilmembers in order to develop a majority position on any particular issue that may come before the full Council.

Second, be aware that most emails sent by Councilmembers probably are public records under the Public Records Act. Even though it does not create paper, sending email is more similar to mailing a letter than placing a telephone call. The information in the email is stored on the computer network until deleted, and may continue to exist on the network's back-up systems even after being deleted. As a result, emails can become records of the City maintained in the course of business, and thus available for public disclosure under the Public Records Act.

Finally, the City's email system is intended for the conduct of official business, and not for personal or political reasons. See Chapter 7 for a detailed discussion on the prohibition against using City property and funds for personal or political purposes.

Meeting Rooms

Conference rooms are available in the City Manager's Office for shared use by members of the City Council. Councilmembers can also reserve larger meeting space for use by contacting the City Manager's Office staff.

Mail, Deliveries

Members of the City Council receive a large volume of mail and other materials from the public, private interests and staff. The City Manager's Office staff maintains a mailbox for each member. ~~Meeting agenda materials are available for pick up Thursday evenings at 5:30 p.m. and are posted on the City's website.~~ Members are encouraged to return unwanted reports and documents to staff for distribution to the public or for recycling.

Comment [SF7]: Outdated & addressed in Ch. 3.

C H A P T E R 7

Financial Matters

Council Compensation

State law and the City Code provide for modest compensation to members of the City Council. State law limits an increase in City Council salaries to 5 percent per year, effective only following the next election after adoption. Currently, Councilmembers receive a monthly stipend. Councilmembers are also eligible for participation in group insurance benefits including retirement, medical, dental, vision, and life insurance plans available at the level provided to management employees.

Expenditure Allowance

The annual City budget includes limited funding for members to undertake official City business. Eligible expenses include travel for attendance at conferences or educational seminars, and the purchase of publications and annual subscriptions. Donations to organizations are not eligible nor are meals for individuals other than Councilmembers.

Expenditure Guidelines

It is important to note that any expense must be related to City affairs. Public property and funds may not be used for any private or personal purpose. Courts have ruled that this prohibition includes personal political purposes. For example, reimbursement could not be allowed to pay for meals at a meeting designed to discuss political or campaign strategies. It is also inappropriate for City funds to pay for a meal or other expenses of a private citizen.

City budgetary practices and accounting controls apply to expenditures within the City Council budget. Reimbursement requests should be made through the City Manager's Office monthly with receipts. Expenditure records are public information.

C H A P T E R 8

Conflicts & Liability

Conflict of Interest

State laws are in place to prevent an action by a Councilmember that would or may constitute a conflict of interest. The purpose of such laws and regulations is to ensure that all actions are taken in the public interest. At any time a Councilmember believes a potential for conflict of interest exists, he/she is encouraged to consult with the City Attorney or private legal counsel for advice. Staff may also request an opinion from the City Attorney regarding a member's potential conflict. Laws that regulate conflicts are very complicated. Violations may result in significant penalties including criminal prosecution.

There are two primary laws that govern conflicts of interest for public officials in California: the Political Reform Act and Government Code section 1090. In general terms, the Political Reform Act prohibits a public official from having a financial interest in a decision before the official; section 1090 prohibits a public official from having a financial interest in government contracts.

The Political Reform Act prohibits public officials from making, participating in, or in any way attempting to use their official position to influence a governmental decision in which they know, or have reason to know, that they have a financial interest. Therefore, if a public official has a conflict of interest, the official must disqualify himself or herself from acting on or participating in the decision before the City. ~~Once a year Councilmembers and certain staff are required to file statements of economic interests.~~

Government Code section 1090 is similar to the Political Reform Act, but applies only to City contracts in which a public official has a financial interest. The financial interests covered by section 1090 are different from those in the Political Reform Act. A Councilmember having an interest in a contract may preclude the City from entering into the contract at all. In addition, the penalties for violating section 1090 are severe. If a Councilmember believes that he or she may have any financial interest in a contract that will be before the Council, the Councilmember should immediately seek advice from the City Attorney or the Councilmember's personal attorney.

There are a number of other restrictions placed on Council actions that are highlighted in the League of California Cities' *Guide*. Such restrictions include prohibitions on secrecy and discrimination as well as assurance that all city funds are spent for public purposes. Violations of these restrictions may result in personal liability for individual Councilmembers.

City Attorney Advice

The City Attorney has an affirmative duty to protect the City and City Council from conflicts of interest wherever possible. It is critical to note that while the City Attorney can render advice on the interpretation of State laws and regulations on conflict matters, such advice is solely an interpretation of the law. The only authority that can provide binding interpretations on such matters is the State Fair Political Practices Commission (FPPC). Councilmembers or the full Council may also solicit opinions on such matters directly from the FPPC; however, such opinions often take time to develop and may not readily respond to urgent matters. It is

important to note that the City Attorney does not represent individual members of Council, but the City Council as a whole.

Conflict of Interest Forms

An annual disclosure statements (known as a “Statement of Economic Interest” or FPPC Form 700) ~~are required of~~ must be filed by all Councilmembers, designated commissioners and senior staff which ~~indicate~~ lists potential conflicts of interest including sources of income, ownership of property and receipt of loans and gifts. Councilmembers and the City Manager often serve on the governing board of other agencies as a result of their positions. These agencies also require submittal of disclosure forms. ~~These forms require information including income, loans, receipt of gifts, and interest in real property among other items.~~

Liability

The City is a large institution offering a variety of services and may occasionally find itself subject to legal actions through lawsuits. For example, those involved in automobile accidents sometimes choose to take actions against the City since the accident occurred on a City roadway. The City must always approach its responsibilities in a manner that reduces risk to all involved; however, with such a wide variety of high-profile services all risk cannot be eliminated. The City belongs to an ~~agency~~ joint powers authority with other governments to manage insurance and risk activities.

It is important to note that violations of certain laws and regulations by individual members of the City Council may result in that member’s being personally liable for damages which would not be covered by the City’s insurance. Examples may include discrimination, harassment or fraud. Depending on the nature of alleged misconduct, the City may or may not have a duty to defend or indemnify a Councilmember named as a defendant in a lawsuit relating to official duties.

C H A P T E R 9

Additional Training & Resource Materials

League of California Cities

The League is an association of virtually all cities in California. It provides many services including the production of educational conferences for local officials, publication of various newsletters and the monthly magazine *Western City*. The League has lobbyists on staff to represent the interest of cities before the state legislature and federal government and supports committees having local officials as members that are organized to address issues as they arise. The League's website at www.cacities.org provides a variety resources for public officials. The City of Oxnard participates in League activities through the Channel Counties Division.

Local Government Commission

The Commission is a California-based organization that focuses largely on planning and resource conservation issues. It conducts workshops, offers periodic seminars, and publishes newsletters. See its website for more information: <http://www.lgc.org/>.

International City/County Management Association (ICMA)

ICMA is a professional association of local government chief executives/city managers. The association has an extensive list of publications to assist local officials that can be found at its website: <http://icma.org>.

Other Resources for Reference Material

Open Government (including *Open & Public IV: A Guide to the Ralph M. Brown Act*, 2nd edition (Revised July 2010) <http://www.cacities.org/Resources/Open-Government>

Institute for Local Government: <http://www.ca-ilg.org/>

Elections information: <http://recorder.countyofventura.org/elections/>

Political Reform Act: <https://oag.ca.gov/conflict-interest>

Fair Political Practices Commission: <http://www.fppc.ca.gov/>

City of Oxnard City Code: http://www.amlegal.com/codes/client/oxnard_ca/

California Legislative Information: <http://leginfo.legislature.ca.gov>

Rosenberg's Rules of Order: https://www.cacities.org/Resources/Open-Government/RosenbergText_2011.aspx

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ADOPTING REVISED PROCEDURES MANUAL

WHEREAS, Oxnard City Code Section 2-1(b) requires that the rules of procedure for the conduct of meetings of City Council shall be established by resolution; and

WHEREAS, by the passage of Resolution No. 14,915 on May 10, 2016, the City Council adopted the current Procedures Manual, which replaced prior procedural rules and was intended to address other aspects of the role of councilmember in addition to rules pertaining to City Council meetings; and

WHEREAS, the City Council wishes to update the Procedures Manual to address changes to Council composition and the City Code, and make other refinements and clarifications.

NOW, THEREFORE, the City Council of the City of Oxnard resolves as follows:

1. Adoption of Revised Procedures Manual. That the revised Procedures Manual attached hereto as Exhibit A is hereby adopted.
2. Repealed Resolution. Resolution No. 14,915 is hereby repealed.
3. Applicability to Other Council Legislative Bodies. The Procedures Manual as hereby revised shall apply when the Council acts as the Successor Agency to the Oxnard Community Development Commission, as well as to other legislative bodies composed of the City Council.
4. Effective Date. This resolution shall be effective on November 19, 2019.

PASSED AND ADOPTED this 19th day of November, 2019, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

EXHIBIT A



Procedures Manual City of Oxnard City Council

Adopted May 10, 2016

(City Council Resolution No. 14,915; *see also*, Housing
Authority Resolution No. 1,291)

Revised November 19, 2019

(City Council Resolution No. ____)

CITY OF OXNARD
Mission Statement

It is the mission of the City government to ensure that Oxnard will have clean, safe, prosperous and attractive neighborhoods with open, transparent government.

Specifically, the City fulfills its function by:

- Addressing the needs of the residents through the City Council, the appointed commissions, and the City staff.
- Providing easy and open access to information and encouraging dialogue, enabling residents to actively engage in civic life.
- Providing for the safety of its residents, businesses, and visitors.
- Providing timely and responsive service.
- Providing special assistance to those in need.
- Functioning effectively, efficiently and with accountability.
- Creating a positive and desirable workplace environment for City employees.
- Managing change for the betterment of the City.
- Creating and maintaining a viable revenue stream, and providing for the unpredictable nature of our economy.
- Implementing and maintaining City infrastructure, facilities, and programs.
- Formulating sound environmental policies.
- Recognizing and supporting the City's diverse neighborhoods and population.
- Acting as a responsible member of the greater region.

The City Council formed the Oxnard City Council Procedures Committee in January 2011, and appointed Mayor Pro Tem Irene Pinkard and Councilman Tim Flynn to serve on the Committee. The Committee adopted the following mission statement on March 3, 2011.

OXNARD CITY COUNCIL PROCEDURES COMMITTEE
Mission Statement

It is the mission of the City government to ensure Oxnard is a desirable, safe, and vibrant community in which to live and conduct business and to respond to the values and priorities of the residents in an open and transparent manner. In order to accomplish this mission, the Oxnard Council Procedures Committee has been created to develop guidelines and rules under which Councilmembers will operate and perform their role as legislators of the City of Oxnard.

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C H A P T E R 1

Introduction

The Oxnard City Council establishes policies and priorities for the community and is responsible for the fiscal health of a public corporation with an annual budget, including as of the date of last approved revision of this Procedures Manual an operating and capital improvement budget of nearly \$500 million per year. Oxnard is a “full service” city, with its own police, fire, water, wastewater and environmental resources (solid waste) departments and is an organization with more than 1,300 full-time equivalent employees that has Citywide assets totaling nearly \$3 billion in value (roads, buildings, parks, etc).

Purpose of the Procedures Manual

By developing and agreeing to adhere to the following guidelines and procedures, the effective administration of City Council affairs will be greatly enhanced. This Procedures Manual shall also apply when the Council acts as the Successor Agency to the Oxnard Community Development Commission, as well as to the proceedings of the Oxnard Housing Authority and the other public entities for which the City Council acts as the governing body. While attempting not to be overly restrictive, procedures are established so that expectations and practices can be clearly articulated to guide the Mayor and Councilmembers in their actions. It is anticipated that this Procedures Manual will be reviewed every two years by the City Council and may be revised from time to time.

Overview of City Documents

This procedures manual provides a summary of important aspects of City Council activities. However, it cannot incorporate all material and information necessary for undertaking the business of a city council. Many other laws, policies, plans and documents exist which bind the City Council to certain courses of action and practices. A summary of some of the most notable documents that establish City Council direction is provided below.

City Code: The City Code contains local laws and regulations adopted by ordinances. The Administrative Chapter of the Code shall incorporate by reference the rules and procedures established herein including the roles of the Mayor, Mayor Pro Tem and City Council. Included in the Administrative Chapter of the Code is appointment of certain city staff positions and the establishment, qualifications, appointment and terms applicable to certain advisory commissions. In addition to these administrative matters, the City Code contains a variety of laws. The City Code is available either on the City’s website or from the City Clerk.

California Government Code: The California Government Code contains many statutes that set forth requirements for the operation of city government. Many of these requirements are also replicated within the City Code to ensure there is broad awareness of such requirements. Oxnard is a “general law” city, which means it is organized in accordance with provisions of the Government Code. The Government Code provides for Oxnard’s City Council-City Manager form of government, which was adopted as the City’s form of government by ordinance approved by the City’s voters. Basically, this form of government prescribes that a city council’s role is to establish policies and priorities, while the role of the City Manager is to oversee the operations of the city government.

Annual Budget: The City's annual budget provides a description of City services and the resources used to provide services. The document contains both a broad overview of the budget, and detailed descriptions of programs and services, organized for convenience by lead departments. The City operates on a July 1st through June 30th fiscal year with a budget that includes governmental funds like the General Fund; special revenue funds; enterprise funds like Water, Wastewater and Environmental Resources; and internal service funds.

General Plan: The General Plan is comprised of a number of elements, such as land use, circulation, open-space, and housing, all in accordance with State requirements, and provides a policy framework for various matters that fall within these areas. A separate planning document, the Coastal Land Use Plan, applies in selected regulatory areas in the City's Coastal Zone.

Orientation of New Councilmembers

It is important that members of the Council have an understanding of the full range of services and programs provided by the organization. As new members join the City Council the City Manager arranges for new member training, conferences and familiarization with all facets of City government.

League of California Cities Guide

A publication that provides additional useful information is the *New Mayors and Council Members Resource Guide* updated annually and available through the League of California Cities website: <http://www.cacities.org/>. The *Guide* contains general information on the role and responsibilities of city councilmembers and on the specific requirements and laws that govern Council actions.

C H A P T E R 2

Oxnard City Council: Powers and Responsibilities

City Council Generally

The powers of a city council in California to establish policy are quite broad. Essentially, councils may undertake any action related to the establishment of city policies that affect city affairs other than those that are denied by the California Constitution and general laws or are preempted by state or federal law. Specifically, *the Council shall have the power, in the name of the City, to do and perform all acts and things appropriate to a municipal corporation and the general welfare of its inhabitants, subject to statutory limitations and which are not specifically forbidden by the Constitution and laws of the State of California.*

It is important to note that the City Council acts as a body. No member has any extraordinary powers beyond those of other members. While the Mayor and Mayor Pro Tem have some additional ceremonial and administrative responsibilities as described below, in the establishment of policies, voting and in other significant areas, all members are equal. It is also important to note that policy is established by at least a majority vote of the Council. While individual members may disagree with decisions of the majority, a decision of the majority does bind the Council to a course of action. In turn, it is staff's responsibility to ensure the policy of the Council is upheld. Actions of staff to pursue the policy direction established by a majority of Council does not reflect any bias against Councilmembers who held a minority opinion on an issue.

The City Council has occasionally debated whether it should take positions of a broader nature or limit itself to purely municipal functions. Historically, Oxnard City Councils have chosen to not take positions on issues outside of their immediate authority to effect. The propensity of the City Council to involve itself in such issues reflects the personalities and outlooks of the members who are elected to four-year Councilmember terms and a two-year Mayoral term.

Limitations are imposed on a Councilmember's ability to serve on appointed boards of the City. State law expresses that no member of the Council shall serve as a voting member of any city board, committee, or commission, whether composed of citizen volunteers, city employees, or a combination of both. This is not construed as prohibiting members of the Council from serving on committees or subcommittees of the Council itself, or of agencies representing other levels of government. In fact, Councilmembers often participate and provide leadership in regional and state programs and meetings. Councilmembers are strongly encouraged to provide a written report to the Council on matters discussed at subcommittees and other regional or state board/agency/group activities in which they have been involved.

Role of Mayor & Mayor Pro Tempore

Mayor: The Mayor is to preside at all meetings of the City Council. The Mayor does not possess any power of veto. As presiding officer of the Council, the Mayor is to faithfully communicate the will of the Council majority in matters of policy. The Mayor is also recognized as the official head of the City for ceremonial purposes only.

The Mayor, unless unavailable, shall sign all ordinances, and other documents that have been adopted by the City Council and require an official signature; except in those instances when the City Manager, or other staff, have been authorized by Council action to sign documents. In the event the Mayor is unavailable, the Mayor Pro Tempore's signature will be used.

Mayor Pro Tempore: The City Council has specified that the Mayor Pro Tempore shall perform the duties of the Mayor during the Mayor's absence or disability. The Mayor Pro Tempore shall serve in this capacity at the pleasure of the City Council.

Appointment of City Manager and City Attorney

The City Council only has the authority to appoint two positions within the City organization: the City Manager and the City Attorney. Both positions serve at the will of the City Council. The City Manager is an employee of the City and has an employment agreement that specifies certain terms of employment including an annual evaluation by the City Council. The City Manager is responsible for all other personnel appointments within the City. The current City Attorney is an employee of the City and has an employment agreement that specifies certain terms of employment including regular evaluation by the City Council.

Role in Disaster

In consultation with the City Manager, the City Council may be asked to participate at the City's Emergency Operations Center (EOC), located within the Fire Department, to provide policy guidance and to receive information in an emergency. The California Emergency Services Act (California Government Code Sections 8550 et seq.) provides for the preservation of local government during an emergency and specifies the duties and powers of local government to appoint contingency successors in office for various public officials, including the City Council and the City Manager, to serve when the elected or appointed incumbent is unavailable during an emergency.

Appointment of Advisory Bodies

The City has a number of standing advisory bodies, the rules, regulation and requirements of which can be found in the Administrative Chapter (Chapter 2) of the City Code. The Mayor, "with the approval of the city council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute." California Government Code Section 40605. For appointments to Citizen Advisory Groups (CAGs) each Councilmember shall strive to nominate a commissioner from the Councilmember's district to serve on each CAG. The Mayor shall nominate one commissioner at-large for each CAG.

C H A P T E R 3

City Council Meetings

General Procedures

Rules of Order: Except as otherwise provided by applicable law or as specifically provided in this Procedures Manual, the latest revised edition of "Rosenberg's Rules of Order" shall govern the conduct of the meetings of City Council.

Presiding Officer:

- a. The Mayor or in the Mayor's absence, the Mayor Pro Tempore, or a temporary presiding officer in appropriate circumstances, shall be the presiding officer of City Council.
- b. In the absence of the Mayor and Mayor Pro Tempore, the City Clerk shall call the City Council to order. The temporary presiding officer shall be the Councilmember present with the greatest length of service on City Council. Upon the arrival of the Mayor or the Mayor Pro Tempore, the temporary presiding officer shall relinquish the chair at the conclusion of the business then before City Council.
- c. The presiding officer shall assume the chair at the hour appointed for the meeting and shall call City Council to order.
- d. The presiding officer shall preserve strict order and decorum at all City Council meetings, state questions before City Council, and announce City Council's decision on all matters.
- e. The presiding officer shall decide all questions of order, subject however, to an appeal by any Councilmember to City Council as a whole, in which event a majority vote of City Council shall govern and conclusively determine questions of order.
- f. Unless prohibited by State law, the presiding officer shall vote on all questions before City Council.
- g. The presiding officer may move, second and debate from the chair, subject only to such limitations of debate as are imposed on all Councilmembers by this resolution.
- h. The presiding officer shall not be deprived of any of the rights or privileges of a Councilmember by reason of acting as presiding officer.

Seating arrangement of the Council: The Mayor Pro Tempore is seated immediately next to the Mayor. The Mayor, with the approval of individual Councilmembers, shall establish the seating arrangement for regular Council meetings.

Quorum: Four-sevenths of the Councilmembers constitute a quorum for the transaction of business. When there is no quorum, any Councilmember shall adjourn such meeting or, if no Councilmember is present, the City Clerk shall adjourn the meeting.

Minutes: The minutes of City Council meetings shall be prepared by the City Clerk and shall be maintained in a book as a record of each particular type of business transacted. The City

Clerk shall be required to make a record only of such business as was actually passed upon by a vote of City Council and shall not be required to record any remarks of Councilmembers or of any other person except at the special request of a Councilmember. If provided, the City Clerk shall record the name of any person addressing City Council or submitting a written speaker card. As soon as possible after each City Council meeting, the City Clerk shall cause a copy of the minutes thereof to be forwarded to each Councilmember and the City Manager. Unless the reading of the minutes of a City Council meeting is requested by a Councilmember, such minutes may be approved without reading, if the City Clerk has previously furnished each Councilmember with a copy thereof. Any Councilmember, upon request, shall have entered in the minutes the right to have personal reasons for support for, dissent from, or protest against, any action of City Council.

Meeting Schedule

By Ordinance No. 2,949 the City Council has established their regular meeting calendar, which provides that unless otherwise approved by City Council action, the Council shall conduct regular meetings in the Council Chambers, at 305 West Third Street on the first and third Tuesdays of every month. Regular meetings begin no earlier than 4:30 p.m. Closed sessions are generally held, as needed, at the beginning of the regular meeting.

Regular meetings throughout the year may be cancelled. The Mayor and Councilmembers should inform the City Manager's secretary as soon as possible if they intend to be out of town on a set meeting date.

Special Meetings

Special meetings may be called by the Mayor or a majority of the City Council in compliance with the Brown Act, which is discussed in more detail later in this Chapter. Written notice typically must be given to the public, and to the media requesting such notice, at least seven (7) days prior to a special meeting. No business other than that officially noticed may be discussed. The Mayor or City Council may call a special meeting to discuss goals and priorities for the upcoming year.

Development of Agenda

Subject to certain exceptions set forth in the City Code, a copy of the agenda for Council meetings is transmitted to the Council and posted to the City's website twelve days prior to a regular meeting and seven days prior to a special meeting. All agenda materials are posted with the agenda on the City's website and are also available after posting during normal business hours at the Main Branch of the Public Library and in the Office of the City Clerk.

Placing Items on Agenda

Inclusion of Item on Future Agenda by City Council:

While most agenda items are scheduled through the City Manager's Office based on the administrative needs of the City, the intent of this policy is to provide an orderly means through which an individual Councilmember can raise an issue for discussion and possible City Council direction or action. A Councilmember requesting an item to be placed on a future Council meeting agenda may (1) briefly announce their request during the City Council Business/Committee Reports portion of a Council meeting agenda, (2) submit a detailed request

in writing to the City Clerk, or (3) both. Each request shall be referred to the City Council Committee most related to the subject of the request.

If a majority of such committee agrees the City Council should consider the item, the City Manager will determine when to place the item on a future agenda based on time necessary to complete the research and staff workload considerations and the effect on City Council established priorities.

Emergency and Non-Agendized items: Emergency and non-agendized items may be added to an agenda only in accordance with state law. *Emergency items* are only those matters affecting public health or safety such as work stoppages, disasters and other severe emergencies. Adding an emergency item requires a majority vote. Emergency items are very rare. More likely, after the agenda has been posted an item arises that the Council would like to act on. *Non-agendized items* may be added to the agenda only if the Council makes findings that (1) the need to consider the item arose after the posting of the agenda, and; (2) there is a need to take immediate action at this meeting of the City Council. These findings must be approved by a two-thirds vote of members present; if less than five members of Council are present, the findings require a unanimous vote of those present.

Notification and Advertising

The City will continue to publicize matters of significant neighborhood or community public interest that appear on a City Council agenda, as well as all matters where advertising is required by law.

Order of Business

At every meeting, the order of business shall be discussed and acted upon in substantially the following manner, provided that the presiding officer may alter the order of business with City Council concurrence.

- Roll call/posting of agenda
- Public comments on closed session items
- Closed session
- Appointment items
- Opening ceremonies / Pledge of Allegiance
- Ceremonial calendar
- Public comments on matters not on the agenda and within the subject matter jurisdiction of City Council
- City Manager's report
- City Council business/committee reports
- Review of information/consent agenda
- Public comments on information/consent agenda
- Information/consent agenda
- Public hearings to commence at 6:15 p.m.
- Reports
- Study session
- Adjournment

Roll Call: Before proceeding with the business of City Council, the City Clerk shall enter in the minutes the names of all Councilmembers present.

Ceremonial Calendar: Ceremonial items shall normally be limited to two items per meeting, not to exceed five minutes per item.

Public Comment: Public comments shall be received at several times during each meeting for particular portions of the agenda as specified above. Comments on agenda items are not heard until the particular item is called. Unless otherwise approved by City Council action, public comments relating to the subject matter of discretionary public hearings or public hearings required by law, shall be presented only at the time of the conduct of the hearing. Individuals desiring to speak are to address the Council from the speaker podium. Speaker cards should be filled out and given to the City Clerk prior to public comment, although persons who wish to speak are not required to provide their names or addresses.

A block of thirty (30) minutes time is set aside at the beginning of a regular meeting to receive general public comment about issues not on the agenda. Public comments not heard during this thirty-minute period will be heard just prior to adjournment. Speaker cards will not be accepted after the beginning of the general public comment period in order to allow for fair allocation of time amongst the known speakers. If the time required to complete general public comments exceeds 30 minutes, any public comments thereafter shall occur immediately prior to the adjournment of the meeting. If during public comment, a person expresses a concern regarding City Council staff or service, City Council may refer the nature of the concern to staff for investigation, resolution or a report.

Comments should focus on a specific matter within the Council's jurisdiction. Members of the public are encouraged to present written comments, preferably in advance of the meeting, as a way to fully communicate their thoughts on agenda items or non-agenda items. When written materials are presented, they should be submitted to the City Clerk for distribution and record keeping ahead of time.

Videos, PowerPoint or similar presentations during public comment ordinarily are not permitted. Prior notice and coordination with the City Clerk is strongly encouraged and the Mayor reserves the privilege to limit such requests as necessary for the effective conduct of the meeting.

Public comment on regular business items normally follows staff's presentation of the staff report, clarifying questions from Councilmembers and applicant comments as necessary and appropriate. Speaker cards should be filled out and given to the City Clerk prior to public comment.

Unless additional time is granted by the presiding officer, each person shall limit public comments to three minutes on any agenda item at a meeting with a cumulative total of ten minutes for all agenda items at such meeting, provided that such ten minute limit shall be voluntary. The presiding officer may grant a representative of a large speaker group additional time (up to ten minutes) to speak for the group on any agenda item.

A person wishing to address City Council shall first be recognized by the presiding officer. Each person shall address all remarks to City Council as a body, not to any member thereof and not to staff. No person, other than a Councilmember and the person having the floor, shall be permitted to enter into any discussion without recognition by the presiding officer.

Information/Consent Agenda: The information/consent agenda shall consist of routine items for which staff contemplates no discussion by City Council. Information/consent agenda items shall be supported by such written reports and information as the City Manager deems necessary to apprise City Council of the action required and to enable City Council to make a decision in the best interests of the City. An information/consent agenda item may be removed for discussion at the request of a Councilmember or the City Manager. A removed information/consent agenda item may be considered after City Council acts upon the remainder of the information/consent agenda.

Appointment Items: The City Council may schedule items for a specific time to accommodate presentations on selected matters.

Special Presentations: Special presentations may be conducted at any City Council meeting at City Council's discretion.

Public Hearings: Public hearings are scheduled to comply with State law or at the discretion of the City Council to discuss a matter of special community interest. Unless otherwise approved by the City Council, public hearings shall be scheduled to commence at 6:15 p.m. Any person directly involved in the subject matter of a public hearing, such as an applicant, developer, representative of affected homeowners association, property owner or neighborhood council may speak for any length of time at the discretion of the presiding officer.

Reports: A report shall consist of an item contemplated by staff to require a written or oral report and on which the City Council will discuss and deliberate on a course of action, including an item appearing on the agenda under City Manager's Report. Unless additional time is granted by the presiding officer or has been previously approved by the City Manager, staff reports shall be limited to ten minutes.

Study Session: The City Council may conduct a study session on subjects and issues as appropriate at any meeting. Such a study session shall be open to the public and shall be devoted to the gathering of information preliminary to consideration of the subject matter at a future regular or special meeting, or for the City Council to discuss various issues and programs with the City Manager and staff. The City Council shall not formally act upon any matter during a study session.

City Council Business/Committee Reports: Each Councilmember may make a brief announcement, or make a brief report on their activities, including reports on meetings attended at City expense; and may request to schedule consideration of placing an item on a future agenda. The Council cannot enter into detailed discussion or take action on any item presented during this report. A Councilmember's report shall not exceed three minutes, unless additional time is granted by the presiding officer.

Adjournment: City Council meetings shall adjourn no later than 10:00 p.m., unless the meeting is extended by a majority vote. No new items will begin after 10:00 p.m. unless 80% of the members present votes to allow the items to be heard.

Discussion Rules

To assist the City Council in the orderly discussion of items, rules are followed which represent accepted practices for the management of Council meetings.

1. **Obtaining the Floor:** A member of the City Council or staff shall first address the presiding officer to gain recognition. Comments and questions should be directed through the presiding officer and limited to the issue before the Council. Cross-exchange between Councilmembers and public should be avoided.
2. **Questions to Staff:** A Councilmember shall, after recognition by the presiding officer, address questions to the City Manager, City Attorney, department head or designated staff member. If a Councilmember has questions on an agenda item, that member should preferably contact the City Manager prior to the meeting in order to allow the City Manager to direct staff with enough time to research a response for the meeting.
3. **Interruptions:**
 - a. Once recognized, a Councilmember is considered to have the floor, and another Councilmember may not interrupt the speaker except to make a point of order or point of personal privilege, or as otherwise permitted in the Rules of Order. In such a circumstance, the Councilmember holding the floor shall cease speaking until the issue raised is resolved.
 - b. Upon being recognized by the Chair, members of the staff shall hold the floor until completion of their remarks or until recognition is withdrawn by the Chair.
4. **Discussion:** A Councilmember should not speak more than once on a particular subject until every other Councilmember has had the opportunity to speak, and shall be limited to speaking twice during discussion on an agenda item unless additional time is granted by the presiding officer. Councilmembers are encouraged to discuss items during the decision-making process and may ask staff to respond when appropriate. The Mayor normally allows other members to speak first, then will give his/her views and summarize. If a Councilmember desires to use a PowerPoint presentation or similar visual aid during a meeting, the Councilmember shall provide the City Clerk with a copy of the material to be used prior to the commencement of the meeting at which it will be used.
5. **Tabling Procedure:** Tabling an item immediately stops discussion and causes a vote to postpone a matter indefinitely or to a time and date certain. A motion to “continue” an agenda item has the same effect, but is generally used when a scheduling problem arises or when insufficient time is available to address the matter thoroughly.
6. **Right of Protest:** A Councilmember is not required to state reasons for a dissenting vote.
7. **Calling for the Question:** The purpose of calling for the question is to disallow further debate and put an issue to an immediate vote. Once recognized by the presiding officer, a Councilmember may move to “call for the question” on an item which is being considered. The motion requires a second, is not debatable, and must pass by a two-thirds vote. If the motion carries, the item is no longer debatable and the City Council must vote on it.

Voting Procedures

When present, all Councilmembers are to vote unless prohibited by law or conflict of interest. Unless a Councilmember states an intention not to vote, the City Clerk shall record silence as an affirmative vote.

A conflict of interest shall be declared whenever appropriate and in compliance with State law. The affected Councilmember will step down from the dais and leave the Chambers as required by State law.

As required by the Brown Act, the vote or abstention of each Councilmember present shall be publicly reported and such vote shall be entered in the minutes of the City Council showing those Councilmembers voting aye, those voting no and those not voting or absent. When taking a roll call vote, the City Clerk shall call the names of the Councilmembers, alternating the order.

Tie Vote: A motion fails on a tie vote. The presiding officer may publicly explain the effect of the tie vote for the audience or may direct the City Attorney to do so.

Motions: There are a number of types of motions, each of which must meet certain requirements before a vote can be taken. Enactment of an ordinance, adoption of a resolution, as well as approval of a motion or order involving a payment of money requires the affirmative vote of four Councilmembers. Other motions or actions require a vote in favor of the action or motion by a majority of a quorum of Councilmembers present, unless otherwise specified by State law.

Reconsideration: Reconsideration of an item shall be allowed in accordance with the following Council guidelines. A member of the prevailing majority when the previous vote was taken must make a motion for reconsideration. The City Council has determined that any motion for reconsideration should be made at the meeting at which the action was taken. No motion for reconsideration will be entertained after this time unless the City Council determines significant new information has arisen which warrants such action and the reconsideration can be properly agendized.

Other Guidelines

Other guidelines have been developed to ensure that meetings of the Council are conducted in a civil and professional manner. Councilmembers and staff shall:

1. Work to preserve appropriate order and decorum during all meetings.
2. Discourage side conversations, disruptions, interruptions or delaying efforts.
3. Inform the presiding officer before departing from a meeting.
4. Limit disruptive behavior. The presiding officer will call persons demonstrating rude, boisterous, or profane behavior to order. If such conduct continues, the presiding officer may call a recess, request the removal of such person(s) from the Council Chambers, adjourn the meeting, or take other appropriate action. The Council has a policy to discourage applause, booing or other similar behaviors from the public during meetings.
5. Recognize that only the City Council, staff, advisory body chairs or designated representatives, and those authorized by the presiding officer shall be permitted to sit at the Council dais or staff tables. No persons except City officials, their representatives

and representatives of news-gathering agencies shall be permitted to approach the City Council without the consent of a majority of the City Council.

6. Limit breaks of the City Council to 5-10 minutes. The Mayor will resume the meeting if a quorum exists and other members have not returned from the break within the announced time period.
7. Impose time limits on speakers. While the City Council encourages and embraces the need for and right of public participation, it acknowledges that public comments must, at times, be limited. The Mayor, as presiding officer, may poll the audience for an indication of the number of people wishing to speak on a particular item, and to impose time limits per speaker. Typically, speakers are limited to three minutes but a shorter time limit may be established as deemed necessary; however, project applicants, developers of a project under consideration, representatives of affected homeowners associations, neighborhood councils or similar groups may, at the discretion of the presiding officer be granted a longer time period for comment. After the time limit, Council may ask questions of the speaker for clarification, if needed. Each speaker will be thanked for his or her participation.
8. Meetings outside the City of a majority of City Council, even if permissible under the Brown Act, are discouraged, so as to maximize public participation.

Values of Respect: The City Council has also recognized the importance of approaching the public's business in an environment of personal respect and courtesy, which emphasizes the consideration of policy and avoids personalization of comments. Some guidelines utilized by the City Council include:

1. Discussion should focus on policy matters.
2. Personal criticism of members is inappropriate.
3. Proper decorum should be displayed as other members express their views.
4. Treat members of the public equally, applying rules in a fair and consistent manner.

Enforcement of Order: The Police Chief or designee acts as the Sergeant-At-Arms. Any Councilmember may request the presiding officer to enforce the rules of protocol. Upon motion and majority vote, the presiding officer shall be required to do so.

Open Meeting Laws (the "Brown Act")

Operations and procedures of the City and City Council incorporate requirements of the Ralph M. Brown Act, which is the State's open meeting law (California Government Code Sections 54950 et seq., commonly referred to as the Brown Act). Because this law is such an important part of local government operations, some specific requirements of the law are highlighted below.

Applicability and Penalties: The entire City organization conducts its business in compliance with the Brown Act. The intent of the Brown Act is to ensure that deliberation and actions of local public agencies are conducted in open and public meetings.

A. Applicability: The Brown Act applies to Council and all commissions, boards and Council appointed subcommittees (except if comprised entirely of less than a quorum of Councilmembers for a limited purpose and duration) that advise Council. Staff cannot promote actions that would violate the Brown Act.

B. Meetings: All meetings shall be open and public. A City Council meeting takes place whenever a quorum (four or more members) is present and information about City business is received; discussions qualify as a meeting. Social functions (e.g., receptions, dinners) do not fall under the Brown Act unless City business is discussed.

Serial meetings, which take place when any member of Council or City staff contact more than three Councilmembers for the purpose of deliberating or acting upon an item pending before the City Council, are prohibited. This restriction does not apply to individual contacts where the comments or position of Councilmembers are not communicated to a majority of Councilmembers. Note that the Brown Act applies to City Councilmembers immediately after their election and prior to their swearing-in ceremony.

C. Agendas: Agendas must be posted in a location freely accessible to the public as well as the City's website, and must meet various requirements, such as including a brief general description of each item to be discussed or acted upon by City Council. The time periods set forth in the City's Sunshine Ordinance and described previously for posting agendas exceed the minimum requirements of the Brown Act. The City Council shall adhere to the broader requirements of the Sunshine Ordinance.

D. Actions: No action can be taken on any item not appearing on the posted agenda.

Exceptions: 1) An emergency situation exists (determined by a majority of the Council). 2) The need to take action arose subsequent to the agenda being posted and there is a need for immediate action (determined by two-thirds vote of the Council; or if less than two-thirds are present, by unanimous vote). 3) The item was continued to another meeting that was scheduled and posted within 5 days of the original agenda.

E. Public Input: The Brown Act contains provisions concerning Public Comment on matters within the City Council's jurisdiction and particular matters on the agenda, summarized elsewhere in this manual. These provisions will be followed by the City Council.

F. Public Disruptions: A portion or all of the public may be removed if willful disruption makes conducting the meeting "unfeasible"; the press may remain unless they participate in the disruption.

G. Correspondence: All writings distributed for discussion or consideration at a public meeting are public records.

H. Emergency Meetings: Emergency meetings may be called without notification due to the disruption or threatened disruption of public facilities. Only work stoppages or crippling disasters that impair the public health and/or safety qualify for emergency meetings.

I. Other Provisions: The Brown Act provides many other restrictions and requirements; this Chapter is intended merely as a Council summary and overview of the Brown Act, and nothing in this Chapter supersedes the provisions of the Brown Act. Please check with the City Attorney and/or the City Clerk for more information.

C H A P T E R 4

Council Communications

Overview

Perhaps the most fundamental role of a Councilmember is communication: communication with the public to assess community opinions and needs, and communication with staff to provide policy direction and to gain an understanding of the implications of various policy alternatives. Because the City Council performs as a body (that is, acting based on the will of the majority as opposed to individuals), it is important that general guidelines be understood when speaking as a Councilmember. Equally important, when members are expressing personal views and not those of the Council, the public should be so advised.

Correspondence from Councilmembers

Members of the City Council may occasionally be called upon to write letters to citizens, businesses or other public agencies. Typically, the City Manager will be charged with transmitting the City's position on policy matters to outside agencies on behalf of the City Council. Correspondence sent on behalf of the Council is placed on official City letterhead and is signed by the Mayor or City Manager. Individual members of Council may prepare letters to constituents in response to inquiries or to provide requested information. Individualized City Councilmember letterhead is available for this purpose, and staff can assist in the preparation of such correspondence. Councilmembers are encouraged to provide copies of any correspondence on City letterhead to the City Manager.

On occasion, Councilmembers may wish to transmit correspondence on an issue upon which the Council has yet to take a position or about an issue for which the Council has no position. In these circumstances, Councilmembers should use their personalized letterhead and clearly indicate within letters that they are not speaking for the City Council as a whole, but for themselves as one member of Council.

After the City Council has taken a position on an issue, official correspondence should reflect this position. While Councilmembers who may disagree with a position are free to prepare correspondence on such issues as private citizens, City letterhead, official Council title, and staff support should not be utilized in order to avoid confusion. In addition, City letterhead and staff support cannot be utilized for personal or political purposes.

Councilmembers may be asked to prepare letters of recommendation for students and others seeking appointment. Councilmembers may utilize City letterhead and their Council titles, but should indicate that the views expressed are those of the Councilmember (as opposed to the City Council). No review by the full Council is required; however, copies will be kept on file.

Speaking for “the City”

Similar to written correspondence, when Councilmembers are requested to speak to groups or are asked the Council's position on an issue, the response should reflect the position of the Council as a whole. Of course, a Councilmember may clarify their vote on a matter by stating, for example, “While I voted against X, the City Council voted in support of it.” When

representing the City at meetings or other venues, it is important that those in attendance gain an understanding of the City Council's position rather than that of an individual member.

Local Ballot Measures

At times measures that affect City Council policy may be placed on the ballot. There are restrictions regarding what actions a City Council or individual Councilmembers may take on ballot measures. Guidelines as to what is permissible are available from the City Clerk or City Attorney upon request.

State Legislation, Propositions

The City Council periodically adopts a Legislative Program to enable the City to respond to pending state and federal legislation in a proactive manner (the current Legislative Program is posted on the City's website). The Mayor (or Mayor Pro Tem in the Mayor's absence) would be authorized to sign correspondence expressing the City Council's position on legislation consistent with the Legislative Program and/or other positions approved by the City Council.

Staff maintains direct and consistent contact with contracted state and federal lobbyists and monitors the League of California Cities, Association of California Water Agencies and other sources to identify pending legislation that may impact the City. Letters expressing the City's position will be drafted for the Mayor's signature, with copies distributed to each Councilmember. Pending legislation not addressed by the Legislative Program, or staff recommendations that deviate from the Legislative Program, would be agendaized for City Council consideration.

C H A P T E R 5

Interaction with City Staff

Overview

City Council policy is implemented on a daily basis through staff. Therefore, it is critical that the relationship between Council and staff be well understood by all parties so that policies and programs may be implemented successfully. The City of Oxnard has a long tradition of positive relationships between members of the City Council and staff. To maintain these effective relationships it is important that roles are clearly recognized.

Council-Manager Form of Government

Like most California cities, Oxnard has adopted a City Council-City Manager form of government. The Council appoints a City Manager to implement policy, enforce its laws, to direct the daily operations of city government, and to prepare and monitor the municipal budget. The City Code specifies roles and responsibilities and requires that Councilmembers work through the City Manager in dealing with City staff unless simply requesting information from department heads or other staff members. The City Manager is responsible to the City Council as a body rather than to individual Councilmembers.

Council-Manager Relationship

The employment relationship between the City Council and City Manager reflects the fact that the City Manager is the chief executive officer of the City. The City Manager has an employment agreement with the City Council. Regular communication between the City Council and City Manager is important in maintaining effective interpersonal relations. All dealings with the City Manager, whether in public or private, should be consistent with the authority of the City Manager in administrative and personnel matters. Councilmembers should avoid situations that can result in City staff being directed, intentionally or unintentionally, by one or more members of the City Council. Further, Councilmembers should avoid involving themselves in matters regarding individual City employees or related affairs.

The City Council evaluates the City Manager's performance annually to ensure that both the City Council and City Manager are in agreement about organizational performance and priority goals that are based on mutual trust and common objectives which are put forth in a strategic summit, which should be conducted every three to five years.

As in any professional relationship, it is important that the City Manager keep the City Council informed. The City Manager respects that the final responsibility for establishing the policy direction of the City is held by the City Council. The City Manager communicates with City Council in various ways. In addition to the formal Council meetings, there are periodic briefing meetings with individual Councilmembers and written memoranda and email. Communication must be undertaken in such a way that all Councilmembers are treated similarly and kept equally informed and provided with updates on significant fiscal matters, major projects, or other critical issues. It is also important that the Council provide ongoing feedback, information and perceptions to the City Manager including responses to written communications and surveys requesting feedback.

City Manager Code of Ethics

The City Manager is subject to a professional code of ethics developed by the International City/County Management Association (ICMA) that binds the City Manager to certain practices that are designed to ensure his or her actions are in support of the City's best interests. Violations of such standards can result in censure. A copy of the ICMA Code of Ethics can be found at <https://icma.org/icma-code-ethics>.

City Council-City Attorney Relationship

The City Attorney is the legal advisor for the Council, City Manager and departments. The general legal responsibilities of the City Attorney are to: 1) provide legal assistance necessary for formulation and implementation of legislative policies and projects; 2) represent the City's interest, as determined by the City Council, in litigation, administrative hearings, negotiations and similar proceedings; 3) prepare ordinances, resolutions, contracts and other legal documents to best reflect and implement the purposes for which they are prepared; and 4) keep City Council and staff apprised of court rulings and legislation affecting the City's legal interests. It is important to note that the City Attorney does not represent individual members of Council, but the City Council as a whole.

Roles and Information Flow

Objectives: It is the intent of staff to ensure Councilmembers have free and easy access to information from the City and to ensure that such information is communicated completely, with candor and without bias. Individual Councilmembers may not intervene in staff decision-making, the development of staff recommendations, scheduling of work, or executing department priorities without the prior knowledge and approval of the City Council as a whole. This is necessary to protect staff from undue influence and pressure from individual Councilmembers, and to allow staff to execute the priorities given by management and the Council as a whole without fear of reprisal. Undue influence exercised by Councilmembers may result in censure.

Council roles: The full City Council retains power to accept, reject, amend, influence, or otherwise guide and direct staff actions, decisions, recommendations, service levels, workloads and schedules, departmental priorities, and the performance of City business. If a Councilmember wishes to influence the actions, decisions, recommendations, workloads, work schedule, and priorities of staff, that member must prevail upon the Council in accordance with the Brown Act, preferably in open session, to do so as a matter of Council business.

Should a Councilmember become dissatisfied about a department, he/she should always talk it over with the City Manager and/or the Assistant City Manager, not the department head. Concerns about a department head must be taken to the City Manager only.

To assist the City Manager in his/her ability to monitor the flow of information, requests for information are best tracked if submitted in writing, either in memorandum form or through email. And to ensure proper responsiveness, Councilmembers are asked to "cc" both the department head and the City Manager on all correspondence with staff.

Staff roles: The Council recognizes the primary functions of staff as serving the community, executing Council policy and actions and keeping the Council informed. Staff is obligated to

take guidance and direction only from the Council as a whole or from the appropriate management supervisors. Staff is directed to report to the City Manager any attempts by individual members of the Council to unduly direct or otherwise pressure them into making, changing or otherwise influencing recommendations.

City staff will make every effort to respond in a timely and professional manner to all requests made by individual Councilmembers for information or assistance; provided that, in the judgment of the City Manager, the request is not of a magnitude, either in terms of workload or policy, which would require that it would be more appropriately assigned to staff through the direction of the full City Council. If a request by an individual Councilmember is determined by the City Manager to take one hour or more of staff time to complete, that request may be included on the formal Council agenda for full Council discussion.

Dissemination of Information

In cases where a staff response to an individual Councilmember request involves written materials that may be of interest to other Councilmembers, the City Manager will provide copies of the material to all other Councilmembers. In making this judgment, the City Manager will consider whether the information is significant, new, otherwise not available to the Council or of interest to the Council.

Staff Relationship with Advisory Bodies

Staff support and assistance is typically provided to commissions and task forces. However, advisory bodies do not have authority over City employees. While staff may work closely with advisory bodies, staff members remain responsible to their immediate supervisors and ultimately the City Manager and City Council. The members of the commission/ board/committee are responsible for the functions of the advisory body, and the chairperson is responsible for committee compliance with City policies and practices.

Staff support often includes preparation of an agenda and its posting in compliance with the Brown Act. Staff may also prepare reports providing background on the issue, alternatives, a recommendation, and appropriate backup materials, if necessary. Advisory body members should have sufficient information to reach decisions based upon a clear explanation of the issues. The assigned staff person may serve as secretary, taking minutes as needed. Staff members are to assist the advisory body chair to ensure appropriate compliance with state and local laws and regulations.

It is important that advisory bodies wishing to communicate recommendations to the City Council do so through approved Council agenda procedures. In addition, if a commission wishes to correspond with an outside agency, that correspondence will be prepared by staff for review by the City Manager and possible approval by the City Council. Individuals who would like staff to perform research or for the commission to review a particular issue must gain the approval for such a request from the full City Council before any work is planned or done.

C H A P T E R 6

Support Provided to City Council

Staff Support

General administrative support to members of the City Council is provided through the City Manager's Office. Secretarial services including scheduling of appointments, receipt of telephone messages, and word processing are available as needed. Sensitivity to the workload of support staff members in the City Manager's Office is appreciated. Should requested tasks require significant time commitments, prior consultation with the City Manager is requested.

Office Equipment

To enhance Councilmembers' ability to communicate with staff and the public, the City Council office is equipped with a computer and telephones with voicemail. The Council can also receive and send faxes.

Councilmembers may be connected from their home to the City's computer network. Information Technology staff will provide initial assistance in setting up necessary software and hardware. While staff will maintain those computer applications related to City affairs, staff cannot provide assistance for personal computer applications. When individual Councilmembers have completed their term of office, any installed software and City equipment must be returned to the City.

These technologies facilitate efficient communication by Councilmembers. However, their use also raises important legal issues to which Councilmembers must pay special attention. First, the Brown Act prohibits members from using "technological devices" to develop a concurrence by a majority regarding an action to be taken by the Council. "Technological devices" under the Brown Act include phones, faxes, computer email, public access cable TV and video. Councilmembers should not use email, faxes or phones for communicating with other Councilmembers in order to develop a majority position on any particular issue that may come before the full Council.

Second, be aware that most emails sent by Councilmembers probably are public records under the Public Records Act. Even though it does not create paper, sending email is more similar to mailing a letter than placing a telephone call. The information in the email is stored on the computer network until deleted, and may continue to exist on the network's back-up systems even after being deleted. As a result, emails can become records of the City maintained in the course of business, and thus available for public disclosure under the Public Records Act.

Finally, the City's email system is intended for the conduct of official business, and not for personal or political reasons. See Chapter 7 for a detailed discussion on the prohibition against using City property and funds for personal or political purposes.

Meeting Rooms

Conference rooms are available in the City Manager's Office for shared use by members of the City Council. Councilmembers can also reserve larger meeting space for use by contacting the City Manager's Office staff.

Mail, Deliveries

Members of the City Council receive a large volume of mail and other materials from the public, private interests and staff. The City Manager's Office staff maintains a mailbox for each member. Members are encouraged to return unwanted reports and documents to staff for distribution to the public or for recycling.

C H A P T E R 7

Financial Matters

Council Compensation

State law and the City Code provide for modest compensation to members of the City Council. State law limits an increase in City Council salaries to 5 percent per year, effective only following the next election after adoption. Currently, Councilmembers receive a monthly stipend. Councilmembers are also eligible for participation in group insurance benefits including retirement, medical, dental, vision, and life insurance plans available at the level provided to management employees.

Expenditure Allowance

The annual City budget includes limited funding for members to undertake official City business. Eligible expenses include travel for attendance at conferences or educational seminars, and the purchase of publications and annual subscriptions. Donations to organizations are not eligible nor are meals for individuals other than Councilmembers.

Expenditure Guidelines

It is important to note that any expense must be related to City affairs. Public property and funds may not be used for any private or personal purpose. Courts have ruled that this prohibition includes personal political purposes. For example, reimbursement could not be allowed to pay for meals at a meeting designed to discuss political or campaign strategies. It is also inappropriate for City funds to pay for a meal or other expenses of a private citizen.

City budgetary practices and accounting controls apply to expenditures within the City Council budget. Reimbursement requests should be made through the City Manager's Office monthly with receipts. Expenditure records are public information.

C H A P T E R 8

Conflicts & Liability

Conflict of Interest

State laws are in place to prevent an action by a Councilmember that would or may constitute a conflict of interest. The purpose of such laws and regulations is to ensure that all actions are taken in the public interest. At any time a Councilmember believes a potential for conflict of interest exists, he/she is encouraged to consult with the City Attorney or private legal counsel for advice. Staff may also request an opinion from the City Attorney regarding a member's potential conflict. Laws that regulate conflicts are very complicated. Violations may result in significant penalties including criminal prosecution.

There are two primary laws that govern conflicts of interest for public officials in California: the Political Reform Act and Government Code section 1090. In general terms, the Political Reform Act prohibits a public official from having a financial interest in a decision before the official; section 1090 prohibits a public official from having a financial interest in government contracts.

The Political Reform Act prohibits public officials from making, participating in, or in any way attempting to use their official position to influence a governmental decision in which they know, or have reason to know, that they have a financial interest. Therefore, if a public official has a conflict of interest, the official must disqualify himself or herself from acting on or participating in the decision before the City.

Government Code section 1090 is similar to the Political Reform Act, but applies only to City contracts in which a public official has a financial interest. The financial interests covered by section 1090 are different from those in the Political Reform Act. A Councilmember having an interest in a contract may preclude the City from entering into the contract at all. In addition, the penalties for violating section 1090 are severe. If a Councilmember believes that he or she may have any financial interest in a contract that will be before the Council, the Councilmember should immediately seek advice from the City Attorney or the Councilmember's personal attorney.

There are a number of other restrictions placed on Council actions that are highlighted in the *League of California Cities' Guide*. Such restrictions include prohibitions on secrecy and discrimination as well as assurance that all city funds are spent for public purposes. Violations of these restrictions may result in personal liability for individual Councilmembers.

City Attorney Advice

The City Attorney has an affirmative duty to protect the City and City Council from conflicts of interest wherever possible. It is critical to note that while the City Attorney can render advice on the interpretation of State laws and regulations on conflict matters, such advice is solely an interpretation of the law. The only authority that can provide binding interpretations on such matters is the State Fair Political Practices Commission (FPPC). Councilmembers or the full Council may also solicit opinions on such matters directly from the FPPC; however, such opinions often take time to develop and may not readily respond to urgent matters. It is

important to note that the City Attorney does not represent individual members of Council, but the City Council as a whole.

Conflict of Interest Forms

An annual disclosure statement (known as a “Statement of Economic Interest” or FPPC Form 700) must be filed by all Councilmembers, designated commissioners and senior staff which lists potential conflicts of interest including sources of income, ownership of property and receipt of loans and gifts. Councilmembers and the City Manager often serve on the governing board of other agencies as a result of their positions. These agencies also require submittal of disclosure forms.

Liability

The City is a large institution offering a variety of services and may occasionally find itself subject to legal actions through lawsuits. For example, those involved in automobile accidents sometimes choose to take actions against the City since the accident occurred on a City roadway. The City must always approach its responsibilities in a manner that reduces risk to all involved; however, with such a wide variety of high-profile services all risk cannot be eliminated. The City belongs to a joint powers authority with other governments to manage insurance and risk activities.

It is important to note that violations of certain laws and regulations by individual members of the City Council may result in that member’s being personally liable for damages which would not be covered by the City’s insurance. Examples may include discrimination, harassment or fraud. Depending on the nature of alleged misconduct, the City may or may not have a duty to defend or indemnify a Councilmember named as a defendant in a lawsuit relating to official duties.

C H A P T E R 9

Additional Training & Resource Materials

League of California Cities

The League is an association of virtually all cities in California. It provides many services including the production of educational conferences for local officials, publication of various newsletters and the monthly magazine *Western City*. The League has lobbyists on staff to represent the interest of cities before the state legislature and federal government and supports committees having local officials as members that are organized to address issues as they arise. The League's website at www.cacities.org provides a variety resources for public officials. The City of Oxnard participates in League activities through the Channel Counties Division.

Local Government Commission

The Commission is a California-based organization that focuses largely on planning and resource conservation issues. It conducts workshops, offers periodic seminars, and publishes newsletters. See its website for more information: <http://www.lgc.org/>.

International City/County Management Association (ICMA)

ICMA is a professional association of local government chief executives/city managers. The association has an extensive list of publications to assist local officials that can be found at its website: <http://icma.org>.

Other Resources for Reference Material

Open Government (including *Open & Public V: A Guide to the Ralph M. Brown Act*)

<http://www.cacities.org/Resources/Open-Government>

Institute for Local Government: <http://www.ca-ilg.org/>

Elections information: <http://recorder.countyofventura.org/elections/>

Political Reform Act: <https://oag.ca.gov/conflict-interest>

Fair Political Practices Commission: <http://www.fppc.ca.gov/>

City of Oxnard City Code: http://www.amlegal.com/codes/client/oxnard_ca/

California Legislative Information: <http://leginfo.legislature.ca.gov>

Rosenberg's Rules of Order: https://www.cacities.org/Resources/Open-Government/RosenbergText_2011.aspx



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.3.**

DATE: November 19, 2019

TO: City Council

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: Adoption of Ordinance No. 2968 for California Building Standards Regulations.

RECOMMENDATION

That the City Council approve for second reading (by title only and waive further reading) and adoption of Ordinance No. 2968 repealing and reenacting Articles II through XI, XV, and XVI of Chapter 14 of the Oxnard City Code, pertaining to the California Building Code, California Residential Code, California Green Building Standards Code, International Property Maintenance Code, Uniform Code for the Abatement of Dangerous Buildings, California Historical Building Code, California Electrical Code, California Existing Buildings Code, California Mechanical Code, California Referenced Standards Code, California Plumbing Code, Fire Codes, and Fire Sprinklers.

BACKGROUND

Ordinance No. 2968 was introduced to the Council at its November 5, 2019 meeting. Following a public hearing, the Council approved the first reading of the ordinance for future adoption with a 7-0 vote. Staff has received no comments on the ordinance since its introduction. If adopted by Council on November 19, 2019, the ordinance will take effect in thirty days, on December 19, 2019.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The cost of administering the codes that govern construction is recovered by fees. Cost associated with enforcement of these codes by administrative hearing and recourse to the courts is funded within Code Compliance and the City Attorney's Office.

COMMITTEE OUTCOME

This item did not originate in Committee as it is a routine operational item.

Prepared by: Steve Newman, Deputy Building Official

ATTACHMENTS

1. 2019 California Building Code Ordinance
2. Exhibit A

**CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. 2968**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD REPEALING AND REENACTING ARTICLES II THROUGH XI, XV, AND XVI OF CHAPTER 14 OF THE OXNARD CITY CODE, PERTAINING TO THE CALIFORNIA BUILDING CODE, CALIFORNIA RESIDENTIAL CODE, CALIFORNIA GREEN BUILDING STANDARDS CODE, INTERNATIONAL PROPERTY MAINTENANCE CODE, UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, CALIFORNIA HISTORICAL BUILDING CODE, CALIFORNIA ELECTRICAL CODE, CALIFORNIA EXISTING BUILDINGS CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA REFERENCED STANDARDS CODE, CALIFORNIA PLUMBING CODE, FIRE CODES, FIRE SPRINKLERS.

The City Council of the City of Oxnard does ordain as follows:

PART 1. Articles II through XI, XV, and XVI of Chapter 14 of the Oxnard City Code are hereby repealed and reenacted.

PART 2. The following acronyms are used in this ordinance to clarify the sections of the City Code being added or amended.

ACI-318	American Concrete Institute – Building Code Requirements for Structural Concrete, 2014 Edition.
ANSI	American National Standards Institute
ASCE-7	American Society of Civil Engineers – Minimum Design Loads for Buildings and Other Structures, 2016 Edition.
AWC SDPWS	American Wood Council – Special Design Provisions for Wind and Seismic, 2015 Edition.
CAC	California Administrative Code [Title 24, Part 1 of the California Code of Regulations (C.C.R.)]
CBC	California Building Code [Title 24, Part 2 of the California Code of Regulations (C.C.R.)]
CBSC	California Building Standards Commission
CEBC	California Existing Building Code [Title 24, Part 10 of the California Code of Regulations (C.C.R.)]
CEC	California Electrical Code [Title 24, Part 3 of the California Code of Regulations (C.C.R.)]

CALGreen	California Green Building Standards Code [Title 24, Part 11 of the California Code of Regulations (C.C.R.)]
CFC	California Fire Code [Title 24, Part 9 of the California Code of Regulations (C.C.R.)]
CHBC	California Historical Building Code [Title 24, Part 8 of the California Code of Regulations (C.C.R.)]
CMC	California Mechanical Code [Title 24, Part 4 of the California Code of Regulations (C.C.R.)]
CPC	California Plumbing Code [Title 24, Part 5 of the California Code of Regulations (C.C.R.)]
CRC	California Residential Code [Title 24, Part 2.5 of the California Code of Regulations (C.C.R.)]
IAPMO	International Association of Plumbing and Mechanical Officials
NEC	National Electrical Code
OCC	Oxnard City Code

PART 3. Article II – California Building Code, Article III California Residential Code, Article IV – California Green Building Standards Code, Article V – Property Maintenance and Abatement Codes, Article VI – California Historical Building Code, Article VII - California Electrical Code, Article VIII – California Existing Buildings Code, Article IX - California Mechanical Code, Article X – California Referenced Standards Code, Article XI - California Plumbing Code, Article XV – Fire Codes, Article XVI – Fire Sprinklers, are added to Chapter 14 of the Oxnard City Code to read as follows:

ARTICLE II. CALIFORNIA BUILDING CODE

SEC. 14-2. CALIFORNIA BUILDING CODE ADOPTED.

The second part of twelve parts of the California Code of Regulations, Title 24, known as the California Building Code (“CBC”), 2019 Edition, including Appendices C, H, and J, as published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference, subject to the amendments, additions, and deletions hereinafter set forth. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-3. AMENDMENTS TO THE CBC.

(A) Chapter 1 Division II, Section [A]101.4.4: Amend Section [A]101.4.4 to read as follows:

[A]101.4.4. Property Maintenance. The provisions of the Oxnard City Code shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibility of owners, operators and occupants; and occupancy of existing premises and structures.

(B) Chapter 1 Division II, Section [A]103.1: Amend Section [A]103.1 to read as follows:

[A]103.1. Creation of enforcement agency. The Building and Engineering Division of the Community Development Department is hereby created and the official in charge thereof shall be known as the building official.

(C) Chapter 1 Division II, Section [A]105.2: Amend Section [A]105.2, items 2 and 4, to read as follows:

Building:

2. Fences not over 6 feet high and concrete or masonry walls not over 3’-6” high as measured from the lowest finished grade to the top of the wall.
4. Retaining walls that are not over 3 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II, or II-A liquids.

(D) Chapter 1 Division II, Section [A]105.3.2: Amend Section [A]105.3.2, to read as follows:

[A]105.3.2. Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for

additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

(E) Chapter 1 Division II, Section [A]107.1: Amend Section [A]107.1, to read as follows:

[A]107.1. General. Plans, specifications, engineering calculations, diagrams, soil investigation reports, special inspection and structural observation programs and other data shall constitute the submittal documents and shall be submitted in one or more sets with each application for a permit. When such plans are not prepared by an architect or engineer, the Building Official may require the applicant submitting such plans or other data to demonstrate that state law does not require that the plans be prepared by a licensed architect or engineer. The Building Official may require plans, computations and specifications to be prepared and designed by an engineer or architect licensed by the state to practice as such even if not required by state law.

EXCEPTION: The Building Official may waive the submission of plans, calculations, construction inspection requirements and other data if it is found that the nature of the work applied for is such that reviewing of plans is not necessary to obtain compliance with this Code.

Computations, diagrams, schedules, soil reports, geological or geotechnical reports, hazardous material reports and other data sufficient to show the correctness and adequacy of the plans shall be submitted when required by the Building Official.

(F) Chapter 1 Division II, Section [A]109.2: Amend Section [A]109.2, to read as follows:

[A]109.2. Schedule of permit fees. On building, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be as set forth in the fee schedule adopted by resolution or ordinance of the City Council, in accordance with the most current policies and procedures as described in the Fees Charged to Developers document approved by the Community Development Director.

(G) Chapter 1 Division II, Section [A]110.3.12: Add Section [A]110.3.12, to read as follows:

[A]110.3.12. OSHPD 3 Inspection. For clinics and facilities covered by Office of Statewide Health Planning and development (OSHPD 3) requirements and requiring certification of the construction meeting OSHPD 3 requirements, prior to a final inspection, by the building inspector, the owner shall employ an OSHPD certified inspector to conduct an inspection of all applicable OSHPD 3 requirements and prepare a report stating that the construction fully complies to all of California's OSHPD 3 requirements. The report shall be submitted to the building inspector for their review and approval prior to scheduling a final inspection for the facility.

(H) Section 903.2: Amend Section 903.2 to read as follows:

Approved automatic sprinkler systems in new buildings and structures shall be provided in the location described in Sections 903.2.1 through 903.2.12 and as required in accordance with Chapter 14 of the Oxnard City Code, Article XVI.

(I) Section 1403.1: Amend Section 1403.1 to read as follows:

1403.1. General. The provisions of this section shall apply to exterior walls, wall coverings and components thereof. Additionally, balconies, landings, exterior stairways, occupied roofs and similar surfaces exposed to the weather and sealed underneath shall be waterproofed and sloped a minimum 1/4 unit vertical in 12 units horizontal (2% slope) for drainage. The weather-exposed areas with ceilings or horizontal projections not required to be sealed for fire resistive construction shall be provided with ventilation devices so as to provide adequate air movement to dry out any moisture infiltrating within the horizontal areas. Details and notes on ventilation devices shall be provided in the submittal drawings.

(J) Section 1505.1: Amend the first paragraph of Section 1505.1 to read as follows:

1505.1. General. The roof covering on any structure regulated by this code shall be a Class A or B roof covering. The roof covering assembly includes the roof deck, underlayment, interlayment, insulation, and covering which is assigned a roof covering classification. Roof coverings required to be listed by this section shall be tested in accordance with ASTM E 108 or UL 790. In addition, fire-retardant-treated wood roof coverings shall be tested in accordance with ASTM D 2928.

(K) Section 1507.3.1: Amend Section 1507.3.1 to read as follows:

1507.3.1. Deck Requirements. Concrete and clay tile shall be installed only over solid sheathing.

(L) Section 1511.1: Amend the first paragraph of Section 1511.1 to read as follows:

1511.1 General. All reroofing shall be constructed with Class A or B roofing and shall conform to the applicable provisions of Chapter 15 of this Code, or as approved by the building official.

(M) Section 1613.5: Add Section 1613.5 to read as follows:

1613.5 Amendments to ASCE 7. The provisions of Section 1613.5 shall be permitted as an amendment to the relevant provisions of ASCE-7.

(N) Section 1613.5.1: Add Section 1613.5.1 to read as follows:

1613.5.1 Modification to ASCE 7 Section 12.2.3.1 Exception 3. ASCE 7 Section 12.2.3.1, Exception 3 is modified to read as follows:

3. Detached one-and two-family dwellings up to two stories in height of light frame construction.

(O) Section 1613.5.2: Add Section 1613.5.2 to read as follows:

1613.5.2 Modification to ASCE 7 Section 12.11.2.2.3. ASCE 7 Section 12.11.2.2.3 is modified to read as follows:

12.11.2.2.3 Wood Diaphragms. The anchorage of concrete or masonry structural walls to wood diaphragms shall be in accordance with AWC SDPWS 4.1.5.1 and this section. Continuous ties required by this section shall be in addition to the diaphragm sheathing. Anchorage shall not be accomplished by use of toe nails or nails subject to withdrawal, nor shall wood ledgers or framing be used in cross-grain bending or cross-grain tension. The diaphragm sheathing shall not be considered effective as providing ties or struts required by this section.

For wood diaphragms supporting concrete or masonry walls, wood diaphragms shall comply with the following:

1. The spacing of continuous ties shall not exceed 40 feet. Added chords of diaphragms may be used to form sub-diaphragms to transmit the anchorage forces to the main continuous crossties.
2. The maximum diaphragm shear used to determine the depth of the sub-diaphragm shall not exceed 75% of the maximum diaphragm shear.

(P) Section 1613.5.3: Add Section 1615.3 to read as follows:

1615.3 Modification to ASCE 7 Section 12.12.3. ASCE 7 Section 12.12.3, Equation 12.12-1 is modified to read as follows:

$$\delta_M = C_d \delta_{\max} \quad (\text{Eq. 12-12.1})$$

(Q) Section 1704.6: Amend Section 1704.6 to read as follows:

1704.6 General. Where required by the provisions of Section 1704.6.1 or 1704.6.2, or 1704.6.3, the owner shall employ a structural observer to perform structural observations. Structural observation does not include or waive the responsibility for the inspections in Section 110 or the special inspections in Section 1705 or other sections of this code. The structural observer shall be one of the following individuals:

1. The registered design professional responsible for the structural design, or

2. A registered design professional designated by the registered design professional responsible for the structural design.

The registered design professional responsible for the structural design shall submit to the building official a written statement identifying the frequency and extent of structural observations. This written statement shall be made part of the construction documents prior to permit issuance.

At the conclusion of the work included in the permit, the structural observer shall submit a final report which states that all observed deficiencies have been resolved, prior to acceptance of the work by the building official.

(R) Section 1705.3: Amend Section 1705.3 to read as follows:

1705.3 Concrete Construction. The special inspections and verifications for concrete construction shall be as required by this section and Table 1705.3.

EXCEPTIONS: Special inspection and test shall not be required for:

1. Isolated spread concrete footings of buildings three stories or less in height that are fully supported on earth or rock, where the structural design of the footing is based on a specified compressive strength, f'_c , no greater than 2,500 pounds per square inch (psi) (17.2 Mpa).
2. Continuous concrete footings supporting walls of buildings three stories or less in height that are fully supported on earth or rock where:
 - 2.1. The footings support walls of light-frame construction;
 - 2.2. The footings are designed in accordance with Table 1805.4.2; or
 - 2.3. The structural design of the footing is based on a specified compressive strength, f'_c , no greater than 2,500 pounds per square inch (psi) (17.2 Mpa), regardless of the compressive strength specified in the construction documents or used in the footing construction.
3. Nonstructural concrete slabs supported directly on the ground, including concrete patios, driveways and sidewalks

(S) Section 1705.12.2: Amend Section 1705.12.2, Exception, to read as follows:

Exception: Special inspections are not required for wood shear walls, shear panels and diaphragms, including nailing, bolting, anchoring and other fastening to other elements of the seismic-force-resisting system, where either (1) the fastener spacing of the sheathing is more than 4 inches (102mm) on center (o.c.), or (2) the tabular values for allowable shear design values are reduced to seventy-five percent (75%).

(T) Section 1803.2: Amend the first paragraph of Section 1803.2 to read as follows:

1803.2. Investigations required. Geotechnical investigations shall be conducted in accordance with Sections 1803.3 through 1803.5. Whenever unusual soil conditions are found which justify a special site investigation to determine soil stability or questionable adequacy of the overall building site, the building official may require that the owner obtain a special geological, hydrological, soil gas profile, soil chemical analysis, soils contamination, or other report as may be deemed appropriate. The investigation shall be conducted by trained and experienced professionals licensed by the State of California to prepare such evaluations, recommendations, and reports.

(U) Section 1804.4: Amend Section 1804.4 to read as follows:

1804.4. General Site Grading and Drainage. The ground immediately adjacent to the foundation shall be sloped away from the building at a slope of not less than one unit vertical in 50 units horizontal (2-percent) for a minimum distance of 10 feet (3048 mm) measured perpendicular to the face of the wall. If physical obstructions or lot lines prohibit 10 feet (3048 mm) of horizontal distance, a 2-percent slope shall be provided to an approved alternative method of diverting water away from the foundation. Swales used for this purpose shall be sloped not less than 2 percent where located within 10 feet (3048mm) of the building foundation. Impervious surfaces within 10 feet (3048 mm) of the building foundation shall be sloped not less than 2 percent away from the building.

Exception: Impervious surfaces shall be permitted to be sloped less than 2 percent where the surface is a door landing or ramp that is required to comply with Section 1010.1.5, 1012.3 or 1012.6.1.

The procedure used to establish the final ground level adjacent to the foundation shall account for additional settlement of the backfill.

Provisions shall be made for the control and drainage of surface water around buildings. Concentrated drainage such as rainwater from gutters and downspouts, scuppers, and roof valleys shall be diverted away from building foundations by means of concrete splash blocks or other approved non-erosive devices. Unless an alternate design is approved by the building official, under floor access crawl holes shall be provided with curbs extending not less than six (6) inches above adjacent grade to prevent surface water from entering the under floor area.

Gutters and Downspouts - when buildings are located on expansive soil having an expansion index greater than 50, gutters, downspouts, piping, and/or other non-erosive devices shall be provided to collect and conduct rainwater to a street, storm drain, or other approved watercourse or disposal area.

Lot Drainage - All lots shall be graded to drain to a street or public way that abuts the site or shall be provided with approved drainage devices. Minimum gradient of all lots shall comply with the following:

	<u>Longitudinal</u>	<u>Cross Slope</u>
1. Pervious surfaces --	1 percent slope	2 percent slope
2. Asphalt surfaces --	1/2 percent slope	1 percent slope
3. Concrete surfaces --	1/4 percent slope	½ percent slope
(2 percent = ¼ inch per foot; 1 percent = 1/8" per foot; ½ percent = 1/16" per foot; and ¼ percent = 1/32 inch per foot.)		

In rural areas where curbs or gutters have not been installed, drainage design plans shall be submitted for approval by the building official.

(V) Section 1808.7.4 : Amend Section 1808.7.4 to read as follows:

1808.7.4. Foundation Elevation. The top of any exterior foundation shall extend above the elevation of the lowest adjacent street gutter or the inlet of an approved drainage device not less than 25 inches. Alternative elevations are permitted subject to approval of the building official, provided that it can be demonstrated that required drainage to the point of discharge and away from the structure is provided at all locations on the site.

(W) Section 1905.1: Amend Section 1905.1 to read as follows:

1905.1. General. The text of ACI 318 shall be modified as indicated in Sections 1905.1.1 through 1905.1.11.

(X) Section 1905.1.7: Amend Section 1905.1.7 to read as follows:

1905.1.7. Section 14.1.4 of ACI 318 is not adopted. It is replaced with the following:

14.1.4 – Plain concrete in structures assigned to Seismic Design Category C, D, E, or F.

14.1.4.1 Structures assigned to Seismic Design Category C, D, E, or F shall not have elements of structural plan concrete, except as follows.

(a) Concrete used for fill with a minimum cement content of two (2) sacks of Portland cement per cubic yard.

(b) Isolated footings of plain concrete supporting pedestals or columns are permitted, provided the projection of the footing beyond the face of the supported member does not exceed the footing thickness.

(c) In detached one- and two-family dwellings three stories or less in height and constructed with stud-bearing walls, plain concrete footings having a total area of longitudinal reinforcing steel of not less than 0.002 times the gross cross-sectional area of the footing, with at least two continuous longitudinal reinforcing bars not smaller than No. 4 are permitted. In addition, where the foundation system consists of a plain concrete footing and a plain concrete stemwall, an additional longitudinal reinforcing bar not

smaller than No. 4 shall be provided at the top of the stemwall, and vertical bars not less than No.4 shall be placed in the stemwall at 24" on center, with a standard 90 degree hook into the footing.

(Y) Section 1905.1.9: Add Section 1905.1.9 to read as follows:

1905.1.9. Modify ACI 318 Section 18.7.5, by adding Section 18.7.5.7 and 18.7.5.8 to read as follows:

18.7.5.7 - Where the calculated point of contraflexure is not within the middle half of the member clear height, provide transverse reinforcement as specified in ACI 318 Sections 18.7.5.1, items (a) through (c), over the full height of the member.

18.7.5.8 – At any section where the design strength, ϕP_n , of the column is less than the sum of the shears V_e computed in accordance with ACI 318 Sections 18.7.6.1 and 18.6.5.1 for all the beams framing into the column above the level under consideration, transverse reinforcement as specified in ACI 318 Sections 18.7.5.1 through 18.7.5.3 shall be provided. For beams framing into opposite sides of the column, the moment components may be assumed to be of opposite sign. For the determination of the design strength, ϕP_n , of the column, these moments are permitted to be assumed to result from the deformation of the frame in any one principal axis.

(Z) Section 1905.1.10: Add Section 1905.1.10 to read as follows:

1905.1.10. Modify ACI 318 Section 18.10.4, by adding Section 18.10.4.6 to read as follows:

18.10.4.6 – Walls and portions of walls with $P_u > 0.35P_o$ shall not be considered to contribute to the calculated shear strength of the structure for resisting earthquake-induced forces. Such walls shall conform to the requirements of ACI 318 Section 18.14.

(AA) Section 1905.1.11: Add Section 1905.1.11 to read as follows:

1905.1.11. Modify ACI 318, by adding section 18.12.6.2 as follows:

18.12.6.2 - Collector and boundary elements in topping slabs placed over precast floor and roof elements shall not be less than 3 inches (76mm) or $6 d_b$ thick, where d_b is the diameter of the largest reinforcement in the topping slab.

(BB) Section 2304.10.1: Amend Section 2304.10.1 to read as follows:

2304.10.1 Fastener requirements. Connections for wood members shall be designed in accordance with the appropriate methodology in Section 2302.1 The number and size of fasteners connecting wood members shall not be less than that set forth in Table

2304.10.1. Staple fasteners in Table 2304.10.1 shall not be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E, or F.

Exception: Staples may be used to resist or transfer seismic forces when the allowable shear values are substantiated by cyclic testing and approved by the building official.

(CC) Section 2304.10.2.1: Add Section 2304.10.2.1 to read as follows:

2304.10.2.1 Quality of Nails. Mechanically driven nails used in wood structural panel shear walls shall meet the same dimensions as that required for hand-driven nails, including diameter, minimum length, and minimum head diameter. Clipped head or box nails are not permitted in new construction. The allowable design value for clipped head nails in existing construction may be taken at no more than the nail-head-area ratio of that of the same size hand-driven nails.

(DD) Section 2305.4: Add Section 2305.4 to read as follows:

2305.4 Hold-down connectors. In Seismic Design Category D, E, or F, hold-down connectors shall be designed to resist shear wall overturning moments using approved cyclic load values or 75 percent of the allowable seismic load values that do not consider cyclic loading of the product. Connector bolts into wood framing shall require steel plate washers on the post on the opposite side of the anchorage device. Plate size shall be a minimum of 0.229 inch by 3 inches by 3 inches (5.82 mm by 76 mm by 76mm) in size. Hold-down connectors shall be tightened to finger tight plus one half (1/2) wrench turn just prior to covering the wall framing.

(EE) Section 2306.2: Amend Section 2306.2 to read as follows:

2306.2 Wood-frame diaphragms. Wood-frame diaphragms shall be designed and constructed in accordance with AWC SDPWS. Where panels are fastened to framing members with staples, requirements and limitations of AWC SDPWS shall be met and the allowable shear values set forth in Table 2306.2(1) or 2306.2(2) shall only be permitted for structures assigned to Seismic Design Category A, B, or C.

Exception: Allowable shear values where panels are fastened to framing members with staples may be used if such values are substantiated by cyclic testing and approved by the building official.

The allowable shear values in Tables 2306.2(1) and 2306.2(2) are permitted to be increased 40 percent for wind design.

Wood structural panel diaphragms used to resist seismic forces in structures assigned to Seismic Design Category D, E, or F shall be applied directly to the framing members.

Exception: Wood structural panel diaphragms are permitted to be fastened over solid lumber planking or laminated decking, provided the panel joints and lumber planking or laminated decking joints do not coincide.

(FF) Section 2306.3: Amend Section 2306.3 to read as follows:

2306.3 Wood-frame shear walls. Wood-frame shearwalls shall be designed and constructed in accordance with AWC SDPWS. For structures assigned to Seismic Design Category D, E, or F, application of Tables 4.3A and 4.3B of AWC SDPWS shall include the following:

1. Wood structural panel thickness for shear walls shall not be less than 3/8 inch thick and studs shall not be spaced at more than 16 inches on center.
2. The maximum nominal unit shear capacities for 3/8 inch wood structural panels resisting seismic forces in structures assigned to Seismic Design Category D, E, or F is 400 pounds per linear foot (plf), and shall not exceed 200 pounds per linear foot (plf) for plywood structural panels containing three or fewer laminated layers.

Exception: Other nominal unit shear capacities may be permitted if such values are substantiated by cyclic testing and approved by the building official.

3. Where shear design values using allowable stress design (ASD) exceed 350 plf or load and resistance factor design (LRFD) exceed 500 plf, all framing members receiving edge nailing from abutting panels shall not be less than a single 3-inch nominal member or two 2-inch nominal members fastened together in accordance with Section 2306.1 to transfer the design shear value between framing members. Wood structural panel joint and sill plate nailing shall be staggered at all panel edges. See Section 4.3.6.1 and 4.3.6.4.3 of AWC SDPWS for sill plate size and anchorage requirements.
4. Nails shall be placed not less than 1/2 inch in from the panel edges and not less than 3/8 inch from the edge of the connecting members for shear greater than 350 plf using ASD or 500 plf using LRFD. Nails shall be placed not less than 3/8 inch from panel edges and not less than 1/4 inch from the edge of the connecting member for shears of 350 plf or less using ASD or 500 plf or less using LRFD.
5. Table 4.3B application is not allowed for structures assigned to Seismic Design Category D, E, or F.

For structures assigned to Seismic Design Category D, application of Table 4.3C of AWC SDPWS shall not be used below the top level in a multi-level building, and the allowable seismic shear values shall not exceed 90 plf for Portland cement plaster and 30 plf for gypsum. Table 4.3C shall not be allowed for structures assigned to Seismic Design Category E, or F.

Where panels are fastened to framing members with staples, requirements and limitations of AWC SDPWS shall be met and the allowable shear values set forth in Table 2306.3(1), 2306.3(2) or 2306.3(3) shall only be permitted for structures assigned to Seismic Design Category A, B, or C.

Exception: Allowable shear values where panels are fastened to framing members with staples may be used if such values are substantiated by cyclic testing and approved by the building official.

The allowable shear values in Table 2306.3(1), 2306.3(2) are permitted to be increased 40 percent for wind design. Panels complying with ANSI/APA PRP-210 shall be permitted to use design values for Plywood Siding in the AWC SDPWS.

Exception: *[DSA-SS DSA-SS/CC and OSHPD 1,2,&4] Wood structural panel walls using staples as fasteners are not permitted by DSA and OSHPD.*

(GG) Section 2307.2: Add Section 2307.2 to read as follows:

2307.2 Wood-frame shear walls. Wood-frame shear walls shall be designed and constructed in accordance with Section 2306.3 as applicable.

(HH) Table 2308.6.1: Amend Table 2308.6.1 by modifying footnote “b” to read as follows:

b. See section 2308.6.3 for full description of bracing methods. Bracing methods DWB, SFB, PBS, HPS, and GB are not permitted in Seismic Design Categories D or E.

(II) Section 2308.6.8.1: Amend Section 2308.6.8.1, first Exception, to read as follows:

Exception: For structures in Seismic Design Category A, B, or C, with a maximum plan dimension not more than 50 feet (15 240mm), continuous foundations are required at exterior walls only.

(JJ) Section 2308.6.9: Amend Section 2308.6.9 to read as follows:

2308.6.9 Attachment of Sheathing. Fastening of braced wall panel sheathing shall not be less than that prescribed in Table 2308.6.1 or Table 2304.10.1. Wall sheathing shall not be attached to framing members by adhesives. Staple fasteners in Table 2304.10.1 shall not be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E, or F.

Exception: Staples may be used to resist or transfer seismic forces when the allowable shear values are substantiated by cyclic testing and approved by the building official.

(KK) Appendix Chapter J, Section J103.2, Exception 1: Amend Appendix Chapter J, Section J103.2, Exception 1, to read as follows:

1. Grading in an isolated, self-contained area, provided there is no danger to the public, the total quantity of graded soil does not exceed 150 cubic yards, and that such grading will not adversely affect adjoining properties.

(LL) Appendix Chapter J, Section J104.1: Amend Appendix Chapter J, Section J104.1 to read as follows:

J104.1. Submittal Requirements. Application for a grading permit shall be accompanied by four sets of plans and specifications, and supporting data consisting of a soils engineering report (and an engineering geology report where required by the Building Official.) The sets of plans submitted for final approval shall be submitted on mylar. The plans and specifications shall be prepared and signed by an individual licensed by the state to prepare such plans or specifications when required by the building official. The dates of the soils engineering (and engineering geology report if required) along with the names, addresses, and phone numbers of the firms or individuals who prepared the reports, shall appear on the grading plans. In addition to the provisions of Section 105.3, and 1.8.4, as applicable, the applicant shall state the estimated quantities of excavation and fill.

ARTICLE III. CALIFORNIA RESIDENTIAL CODE

SEC. 14-4. CALIFORNIA RESIDENTIAL CODE ADOPTED.

The part 2.5 of twelve parts of the California Code of Regulations, Title 24, known as the California Residential Code ("CRC"), 2019 Edition, including Appendices H and Q, as published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference, subject to the amendments, additions, and deletions hereinafter set forth. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-5. AMENDMENTS TO THE CRC.

(A) Chapter One – Division II ADMINISTRATION. Except for Sections 101.1, 101.2, and 101.3, entitled "Title," "Scope," and "Purpose," Chapter One, entitled "Division II Administration" is hereby deleted from the CRC. The Administrative Code as adopted in the Oxnard City Code, Chapter 14, Article II, shall apply to this Article.

(B) Section R301.2.2.11: Add Section R301.2.2.11 to read as follows:

R301.2.2.11. Anchorage of mechanical, electrical, or plumbing components and equipment. Mechanical, electrical, or plumbing components and equipment shall be anchored to the structure. Anchorage of the components and equipment shall be designed to resist loads in accordance with the California Building Code and ASCE7, except where the component is positively attached to the structure and flexible

connections are provided between the component and associated ductwork, piping, and conduit; and either:

1. The component weighs 400 lb. or less and has a center of mass located 4ft. or less above the supporting structure; or
2. The component weighs 20 lb. or less or, in the case of a distributed system, 5 lb/ft or less.

(C) Section R313: Add Section R313 to read as follows:

R313. General. Approved automatic fire extinguishing systems shall be installed and maintained in accordance with Chapter 14 of the Oxnard City Code, Article XVI.

(D) Section R401.1: Amend the Exception to Section R401.1 to read as follows:

Exception: Wood foundations in Seismic Design Categories D₀, D₁, and D₂ shall not be permitted. The provisions of this chapter shall be permitted to be used for wood foundations only in the following situations:

1. In non-occupied, single-story, detached storage sheds and similar uses other than carport or garage, provided the gross floor area does not exceed 200 square feet, the plate height does not exceed 12 feet in height above the grade plane at any point, and the maximum roof projection does not exceed 24 inches.

(E) Section R403.1.2: Amend Section R403.1.2 to read as follows:

R403.1.2. Continuous footing in Seismic Design Categories D₀, D₁, and D₂. The braced wall panels at exterior walls of buildings located in Seismic Design Categories D₀, D₁, and D₂ shall be supported by continuous footings. All required interior braced wall panels in buildings shall be supported by continuous footings.

(F) Section R403.1.3.6: Section R403.1.3.6 is deleted in its entirety.

(G) Section R404.2: Amend Section R404.2 to read as follows:

R404.2. Wood foundation walls. Wood foundation walls shall be constructed in accordance with the provisions of Sections R404.2.1 through R404.2.6 and with details shown in Figures R403.1(2) and R403.1(3). Wood foundation walls shall not be used for structures located in Seismic Design Category D₀, D₁, and D₂.

(H) Table R602.3(1): Amend Table R602.3(1) by adding footnote “k” to be applicable to the entire table and to read as follows:

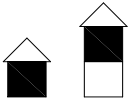
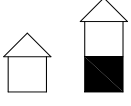
- k. Use of staples in braced wall panels shall be prohibited in Seismic Design Category D₀, D₁, and D₂.

(I) Table R602.3(2): Amend Table R602.3(2) by revising footnote “b” to read as follows:

- b. Staples shall have a minimum crown width of 7/16-inch diameter except as noted. Use of staples in roof, floor, subfloor, and braced wall panels shall be prohibited in Seismic Design Category D_0 , D_1 , and D_2 .

(J) Table R602.10.3(3): Amend Table R602.10.3(3) to read as follows:

TABLE R602.10.3(3)
BRACING REQUIREMENTS BASED ON SEISMIC DESIGN CATEGORY

SOIL CLASS D^a WALL HEIGHT = 10 FT 10 PSF FLOOR DEAD LOAD 15 PSF ROOF/CEILING DEAD LOAD BRACED W			MINIMUM TOTAL LENGTH (feet) OF BRACED WALL PANELS REQUIRED ALONG EACH BRACED WALL LINE ^b			
Seismic Design Category (SDC)	Story Location	Braced Wall Line Length	Method LIB, DWB, SFB, PBS, and HPS	Methods ^c GB and PCP	Method WSP ^d	Continuous Sheathing ^d
SCD D_2		10	NP	8.0	2.5	2.1
		20	NP	16.0	5.0	4.3
		30	NP	24.0	7.5	6.4
		40	NP	32.0	10.0	8.5
		50	NP	40.0	12.5	10.6
		10	NP	NP	5.5	4.7
		20	NP	NP	11.0	9.4
		30	NP	NP	16.5	14.0
		40	NP	NP	22.0	18.7
		50	NP	NP	27.5	23.5

a. Wall bracing lengths are based on a soil site class "D." Interpolation of bracing length between the S_d values associated with the seismic design categories shall be permitted when a site-specific S_d value is determined in accordance with Section 16

b. Foundation cripple wall panels shall be braced in accordance with Section R602.10.9

c. Methods GB and PCP braced wall panel h/w ratio shall not exceed 1:1.

d. Wood Structural Panel shall have a minimum thickness in SCD D_2 of 15/32", and shall not be attached using staples.

(K) Table R602.10.4: Amend Table R602.10.4 by adding footnote “f” to be applicable to the entire table and to read as follows:

- f. Use of staples in braced wall panels shall be prohibited in Seismic Design Category D_0 , D_1 , and D_2 .

(L) Section R602.10.9.1: Section R602.10.9.1 is deleted in its entirety.

(M) Section R703.1: Amend Section R703.1 to read as follows:

R703.1. General. Exterior walls shall provide the building with a weather-resistant exterior wall envelope. The exterior wall envelope shall include flashing as described in Section R703.4. Additionally, balconies, landings, exterior stairways, occupied roofs and similar surfaces exposed to the weather and sealed underneath shall be waterproofed and sloped a minimum 1/4 unit vertical in 12 units horizontal (2% slope) for drainage. The weather-exposed areas with ceilings or horizontal projections not required to be sealed for fire resistive construction shall be provided with ventilation devices so as to provide adequate air movement to dry out any moisture infiltrating within the horizontal areas. Details and notes on ventilation devices shall be provided in the submittal drawings.

(N) Section R902.1: Amend the first paragraph of Section R902.1 to read as follows:

R902.1. Roofing covering materials. Roofs shall be covered with materials as set forth in Sections R904 and R905. A minimum Class A or B roofing shall be installed in areas designated by this section or where the edge of the roof is less than 3 feet from a lot line. Class A or B roofing required by this section shall be tested in accordance with UL 790 or ASTM E108.

(O) Section R902.1.3: Amend Section R902.1.3 to read as follows:

R902.1.3. Roof coverings in all other areas. All reroofing shall be constructed with Class A or B roofing and shall conform to the applicable provisions of this Chapter, or as approved by the building official.

(P) Appendix Chapter H, Section AH103.2: Amend Appendix Chapter H, Section AH103.2 to read as follows:

AH 103.2. Light, ventilation and emergency egress. Exterior openings required for light and ventilation shall be permitted to open into a patio structure conforming to Section AH101. Where such exterior openings serve as an exit from the dwelling unit, the patio structure, unless unenclosed, shall be provided with exits conforming to the provisions of Section R311 of this code. Emergency egress or rescue openings from sleeping rooms shall not open into a patio structure.

ARTICLE IV. CALIFORNIA GREEN BUILDING STANDARDS CODE**SEC. 14-6. CALIFORNIA GREEN BUILDING STANDARDS CODE ADOPTED.**

The part eleven of twelve parts of the California Code of Regulations, Title 24, known as the California Green Building Standards Code ("CALGreen"), 2019 Edition, as published by the California Building Standards Commission, 2524 Natomas Park Drive, Suite 130, Sacramento, CA 95833-2936, is hereby adopted by reference, subject to the amendments, additions, and

deletions hereinafter set forth. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

ARTICLE V. PROPERTY MAINTENANCE AND ABATEMENT CODES

SEC. 14-8. INTERNATIONAL PROPERTY MAINTENANCE CODE AND UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS ADOPTED.

The International Property Maintenance Code, 2006 Edition, and the Uniform Code for Abatement of Dangerous Buildings, 1997 Edition, as published respectively by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, D.C. 20001, and the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601, are hereby adopted by reference. One true copy of these codes is on file in the office of the City Clerk and is available for public inspection as required by law.

ARTICLE VI. CALIFORNIA HISTORICAL BUILDING CODE

SEC. 14-9. CALIFORNIA HISTORICAL BUILDING CODE ADOPTED.

The eighth part of twelve parts of the California Code of Regulations, Title 24, known as the California Historical Building Code (“CHBC”), 2019 Edition, including Appendix A, as published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

ARTICLE VII. CALIFORNIA ELECTRICAL CODE

SEC. 14-10. CALIFORNIA ELECTRICAL CODE ADOPTED.

The third part of twelve parts of the California Code of Regulations, Title 24, known as the California Electrical Code (“CEC”), 2019 Edition, which incorporates by reference the National Electrical Code (“NEC”), 2017 Edition, published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference, subject to the amendments hereinafter set forth. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-11. AMENDMENTS.

(A) Article 90-10: Add Article 90-10 to read as follows:

Article 90-10. Administration. The legal jurisdiction and administration of this electrical code is regulated by the administrative sections as adopted in Chapter 14, Article II of the Oxnard City Code.

ARTICLE VIII. CALIFORNIA EXISTING BUILDING CODE**SEC. 14-12. CALIFORNIA EXISTING BUILDING CODE ADOPTED.**

The tenth part of eleven parts of the California Code of Regulations, Title 24, known as the California Existing Buildings Code (“CEBC”), 2019 Edition, as published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

ARTICLE IX. CALIFORNIA MECHANICAL CODE**SEC. 14-13. CALIFORNIA MECHANICAL CODE ADOPTED.**

The fourth part of eleven parts of the California Code of Regulations, Title 24, known as the California Mechanical Code (“CMC”), 2019 Edition, and Appendices B and C thereof, and Standards contained therein, published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference, subject to the amendment hereinafter set forth. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-14. AMENDMENT.

(A) Chapter One – California General Code Provisions. Except for Sections 101.1, 101.2, and 101.3, entitled “Title,” “Purpose,” and “Scope,” Chapter One, entitled “California General Code Provisions” is hereby deleted from the CMC. The Administrative Code as adopted in the Oxnard City Code, Chapter 14, Article II, shall apply to this Article.

ARTICLE X. CALIFORNIA REFERENCED STANDARDS CODE**SEC. 14-15. CALIFORNIA REFERENCED STANDARDS CODE ADOPTED.**

The twelfth part of twelve parts of the California Code of Regulations, Title 24, known as the California Referenced Standards Code (“CRSC”), 2019 Edition, as published by the Building

Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

ARTICLE XI. CALIFORNIA PLUMBING CODE

SEC. 14-16. CALIFORNIA PLUMBING CODE ADOPTED.

The fifth part of eleven parts of the California Code of Regulations, Title 24, known as the California Plumbing Code (“CPC”), 2019 Edition, including Appendices A, B, D, I, and K thereof, and standards contained therein, published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference, subject to the amendment hereinafter set forth. One copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-17. AMENDMENT.

(A) Chapter One – California General Code Provisions. Except for Sections 101.1, 101.2, and 101.3, entitled “Title,” “Purpose,” and “Scope,” Chapter One, entitled “California General Code Provisions” is hereby deleted from the CPC. The Administrative Code as adopted in the Oxnard City Code, Chapter 14, Article II, shall apply to this Article.

ARTICLE XII. (RESERVED)

ARTICLE XIII. (RESERVED)

ARTICLE XIV. (RESERVED)

ARTICLE XV. CALIFORNIA FIRE CODE

SEC. 14-24. CALIFORNIA FIRE CODE – ADOPTED.

(A) The California Fire Code (“CFC”) 2019 Edition, including Appendix Chapter 4, Appendix B, Appendix C, Appendix D, and Appendix F, published by the International Code Council, 500 New Jersey Avenue, NW, 6th floor, Washington, D.C. 20001, is hereby adopted by reference, subject to the amendments, additions, and deletions hereinafter set forth. One copy of such code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-25. AMENDMENTS

(A) Chapter 1, Section 101.1. Amend Section 101.1 to read:

Section 101.1. **Title.** These regulations shall be known as the Fire Code of the City of Oxnard, hereinafter referred to as “this code”.

(B) Chapter 1, Section 104.12. Add Section 104.12 to read:

Section 104.12. General. When the chief finds in any building, on any premises, or on any lot or parcel combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or finds unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors, or windows that reasonably tend to interfere with the operations of the Fire Department or the egress of the occupants of such building or premises; or finds that this code is being violated, the chief is authorized to issue orders as necessary for the enforcement of the fire prevention laws and ordinances governing the same and for the safeguarding of life and property from fire.

(C) Chapter 1, Section 104.13. Add Section 104.13 to read:

Section 104.13. Stopping uses, evacuation. The chief is authorized to order an operation or use stopped, or the evacuation of any premises building or vehicle or portion thereof which has or is a fire hazard, hazardous condition or situation which presents a hazard to life or property.

(D) Section 110.4. Amend Section 110.4 to read:

Section 110.4. Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than One Thousand Dollars (\$1,000.00) or by imprisonment not exceeding (6) months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

(E) Section 503.1.2.1. Add Section 503.1.2.1 to read:

Section 503.1.2.1. Difficult Apparatus Access. If the Fire Code Official determines that access for fire apparatus to any building or structure is unduly difficult, installation of an automatic fire-extinguisher system shall be required.

(F) Section 503.2.1. Amend Section 503.2.1 to read:

Section 503.2.1. Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 26 feet (7925 mm) and an unobstructed height of not less than 13 feet 6 inches (4115 mm).

Exceptions:

1. Alleys without fire hydrants must have an unobstructed width of not less than 20 feet (6096 mm).
2. Approved security gates in accordance with Section 503.6.

(G) Section 503.7. Add Section 503.7 to read:

Section 503.7. Electronic and Electric Access Gates. When access to or within a structure or area is impeded by an electronically or electrically secured opening or gate, such electronically or electrically secured opening or gate shall be constructed and maintained in accordance with plans approved by the Fire Code Official or Oxnard Police Department. The Fire Code Official or Oxnard Police Department shall not approve such plans unless the plans allow emergency vehicles and emergency personnel to open such electronically or electrically secured openings or gates by City approved radio equipment used by such emergency vehicles or personnel.

On or before August 1, 2006, all existing electronically or electrically secured openings or gates that impede access to a structure or area shall either be (a) removed, or (b) constructed and maintained in accordance with plans approved by the Fire Code Official or Oxnard Police Department.

For the purposes of this section 503.7, “opening” shall be limited to an exterior door for a commercial or industrial building or a door on a commercial, industrial, or residential property that limits access to a common area that is an accessway to more than one commercial, industrial, or residential occupancy.

(H) Section 507.5. Amend Section 507.5 to read:

Section 507.5. Fire Hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6 and Oxnard Fire Department published Standards and Appendix C or by an approved method.

(I) Section 507.5.1.1. Amend Section 507.5.1.1 to read:

Section 507.5.1.1 Hydrant for standpipe systems. Buildings equipped with a standpipe system installed in accordance with Section 905 shall have a fire hydrant within 50 feet (15 m) of the fire department connections.

Exception: The distance shall be permitted to exceed 50 feet (15 m) where approved by the fire code official.

(J) Section 901.6.3.2. Add Section 901.6.3.2 to read:

Section 901.6.3.2 System Records. All contractors who service, test, install and/or maintain fire protection systems within the city are required to enroll and utilize the designated and approved single-point repository service to file records of all system inspections, tests, and maintenance required by the referenced standards. This repository service shall be maintained electronically and provided to the fire code official through a third party inspection reporting system. Fees, as applicable, will be paid directly from the contractor to the approved single-point repository service vendor. It is the responsibility of the third party testing company to upload test data to the single-point repository within 30 days of test completion.

(K) Section 903.4.2.1. Add Section 903.4.2.1, to read:

Section 903.4.2.1 Exterior Strobe. Provide an approved exterior strobe, in an approved location, visible from the street or approach roadway or drive aisle.

(L) Section 904.3.5. Amend Section 904.3.5, to read:

Section 904.3.5 Monitoring. Where a building fire alarm system, or a monitoring and alarm system complying with section 903.4, is installed, automatic fire-extinguishing systems shall be monitored by the building fire alarm system or the monitoring and alarm system in accordance with NFPA 72.

(M) Section 906.1, #10. Add Section 906.1, #10, to read:

Section 906.1 #10 as required by the Fire Code Official.

(N) Section 907.3.5. Add Section 907.3.5 to read:

Section 907.3.5. Fog or Smoke Emitting Systems. No system shall be installed in any building/structure or portion thereof, which discharges any gas, vapor, liquid or other product when the primary intent of system discharge is to obscure the vision, cause disorientation, or otherwise incapacitate any occupant of said building/structure or portion thereof. Nothing in this section is intended to preclude the installation of an approved fire suppression system.

(O) Section 907.5.2.3.5. Add Section 907.5.2.3.5, to read:

Section 907.5.2.3.5. Exterior Strobe. Provide an approved exterior strobe, in an approved location, visible from the street or approach roadway or drive aisle.

(P) Section B105. Amend Table B105.2 to read:

Table B105.2. Column two - Minimum Fire-flow, Row two of three: 50% of the value in Table B105.1(2)^a

Table B105.2. Column two - Minimum Fire-flow, Row three of three: 50% of the value in Table B105.1(2)^b

(Q) Section D102.1. Amend Section D102.1, to read:

Section D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete or approved driving surface capable of supporting the imposed load of fire apparatus weighing at least 76,000 pounds (34,550 kg).

(R) Section D103.5 #1. Amend Section D103.5 #1, to read:

#1. Where a single gate is provided, the gate width shall be not less than 20 feet (6096 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 15 feet (4572 mm).

ARTICLE XVI. FIRE SPRINKLERS

SEC. 14-26. AUTOMATIC FIRE SPRINKLER SYSTEM.

The California Fire Code ("CFC") 2019 Edition, Section 903, Automatic Sprinkler Systems, is hereby amended.

(A) Section 903.2 through section 903.2.4. Amend Section 903.2 through 903.2.4 to read:

903.2 Where required. Approved automatic fire sprinkler systems shall be installed in all structures, occupancies, and locations as set forth in this section. For the purposes of this section, fire walls shall not be considered as creating separate buildings.

903.2.1 Definitions.

The following words and terms shall, for the purposes of section 903, have the following meanings.

Bathroom. A room or compartment containing one or more of the following: a toilet, a tub, or a shower.

903.2.2 New Construction.

Automatic fire sprinkler systems shall be installed, maintained, and accessible for service in all new buildings, regardless of location, floor area, construction type, or occupancy.

Exceptions:

1. Spaces and areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic fire alarm system and are separated from the remainder of the building by fire barriers consisting of not less than 1-hour fire-resistance-rated walls and 2-hour fire-resistance-rated floor/ceiling assemblies.
2. Automatic fire sprinkler protection for fixed guideway transit systems shall be as per Section 903.2.17
3. The Fire Code Official is authorized to make exception for trash enclosures that are of non-combustible construction including the roof or cover, and at least ten (10) feet from any adjacent structure, and at least five (5) feet from the nearest property line.
4. The Fire Code Official is authorized to make exception for carports, storage sheds, and similar structures having less than 500 square feet of roof area including overhangs, if the structure is least ten (10) feet from any adjacent structure, and at least five (5) feet from the nearest property line.
5. The Fire Code Official is authorized to make exception for structures of non-combustible construction that do not have occupiable space, and that have no storage, insignificant fire load, and no exposures.

903.2.3 Existing Construction.

Automatic fire sprinkler systems shall be installed, maintained, and accessible for service throughout existing structures and additions in the following situations.

1. Whenever there is a change in occupancy in the structure or change in use classification to a higher or more hazardous occupancy or use classification based on the Building Code classifications or as determined by the Fire Code Official.
2. Whenever permits for additions or alterations result in an increase of cumulative area of more than 1,000 square feet of total structure area, including mezzanines and additional stories. Additional area determination shall be cumulative, from the effective date of this ordinance: December 27, 2007. Sprinkler coverage shall include the entire existing structure, garage(s), and adjacent accessory structures.

3. In rooms where nitrate film is stored or handled.
4. In protected combustible fiber storage vaults as defined in this code.
5. When more than 75% of the existing ceiling is removed or exposed then the entire structure must be retrofitted with an NFPA 13 compliant Fire Sprinkler System.

Section 903.2.4 Ambulatory care facilities. An automatic sprinkler system shall be installed throughout the entire structure containing an ambulatory care facility where either of the following conditions exist at any time:

1. Four or more care recipients are incapable of self-preservation, whether rendered incapable by staff or staff has accepted responsibility for care recipients already incapable.
2. One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such a facility.

(B) Section 903.2.7 through section 903.2.10. Amend Section 903.2.7 through 903.2.10 to read:

Section 903.2.7. Reserved.

Section 903.2.8. Reserved.

Section 903.2.9. Reserved.

Section 903.2.10. Reserved.

(C) Section 903.2.18 Amend Section 903.2.18 to read:

Section 903.2.18. Reserved.

(D) Section 903.3.1.2. Add the following sections.

Section 903.3.1.2.4 Overhangs. Sprinkler protection is required under exterior roofs, canopies, and overhangs over four (4) feet in width.

Exceptions:

1. The Fire Code Official is authorized to make exception where the construction is non-combustible or limited combustible, and, where no combustibles are stored or handled, and, the area is at least 50 percent open.

Section 903.3.1.2.5 Under stairs. Sprinkler protection is required for usable spaces and compartments under stairs, including bathrooms and closets.

Section 903.3.1.2.6 Attics, crawl spaces, concealed spaces. Attics, crawl spaces, and normally unoccupied concealed spaces that do not contain fuel-fired appliances do not require sprinkler coverage. In attics, crawl spaces, and normally unoccupied concealed

spaces that contain fuel-fired equipment, a sprinkler shall be installed above the equipment; however, sprinklers shall not be required in the remainder of the space.

Section 903.3.1.2.7 Ceiling obstructions. Pendant sprinklers within 3 feet of the center of a ceiling fan, surface-mounted ceiling luminaire or similar object shall be considered to be obstructed, and additional sprinklers shall be installed. Sidewall sprinklers within 5 feet of the center of a ceiling fan, surface-mounted ceiling luminaire or similar object shall be considered to be obstructed, and additional sprinklers shall be installed.

(E) Section 903.3.1.3. Add the following sections.

Section 903.3.1.3.1 Overhangs. Sprinkler protection is required under exterior roofs, canopies, and overhangs over four (4) feet in width.

Exceptions:

1. The Fire Code Official is authorized to make exception where the construction is non-combustible or limited combustible, and, where no combustibles are stored or handled, and, the area is at least 50 percent open.

Section 903.3.1.3.2. Under stairs. Sprinkler protection is required for usable spaces and compartments under stairs, including bathrooms and closets.

Section 903.3.1.3.3. Attics, crawl spaces, concealed spaces. Attics, crawl spaces, and normally unoccupied concealed spaces that do not contain fuel-fired appliances do not require sprinkler coverage. In attics, crawl spaces, and normally unoccupied concealed spaces that contain fuel-fired equipment, a sprinkler shall be installed above the equipment; however, sprinklers shall not be required in the remainder of the space.

Section 903.3.1.3.4. Ceiling obstructions. Pendant sprinklers within 3 feet of the center of a ceiling fan, surface-mounted ceiling luminaire or similar object shall be considered to be obstructed, and additional sprinklers shall be installed. Sidewall sprinklers within 5 feet of the center of a ceiling fan, surface-mounted ceiling luminaire or similar object shall be considered to be obstructed, and additional sprinklers shall be installed.

PART 4. The City Council, following due consideration, hereby finds and determines that all the amendments, deletions, and additions to the forgoing California Building Standards Code and other codes are due to the following local conditions:

(A) Climatic

1. The City experiences periods of high temperatures accompanied by low humidity and high winds each year. The City also experiences periods of intense rainfall, which creates the need for special drainage precautions. Close proximity to the ocean may accelerate some building components to erode, corrode, decay, and expose beach homes to ocean wave force and damp corrosive microclimates.
2. During the months October through March, the City experiences wind conditions known as the “Santa Ana” winds. These very strong, hot, dry northeasterly winds considerably aid the spread of fire and create a strong possibility of a conflagration in all structures during this period. During these wind conditions, much of the Fire Department’s resources are used to combat life safety problems such as downed power lines. The Fire Department is forced to provide standby protection for extended periods because the electric utility is overloaded with high priority calls. The Fire Department equipment used on these non-firefighting calls is, therefore, not available for response to structure fires. Thus, even a fire in one structure not immediately extinguished such as by a fire sprinkler system could spread and cause significant property damage and/or loss of life.
3. Although there are few brush or forest areas within the City, the Fire Department receives requests for aid from jurisdictions involved in firefighting these types of fires outside the City. This response leaves the City’s firefighting resources at a lower than normal level and impacts the Fire Department’s ability to promptly respond to structure fires when they occur at the same time.
4. During the hot, dry wind period, the number of outside fires, such as trash and grass fires, increases dramatically. These fires do not pose a serious threat to life or property, but do occupy firefighting resources and seriously impact the Fire Department’s ability to respond to structure fires when they occur at the same time.

(B) Geological

1. The City is located in close proximity to 3 major fault systems capable of producing earthquakes ranging from 6.7 to 7.3 in magnitude, and has been determined by the State of California Seismic Hazards Mapping program to be underlain by soil layers that are prone to liquefaction failure. Special seismic design, construction, and inspection considerations must be in place to provide a reasonable degree of structural integrity for buildings constructed in these areas. Additionally, the potential for multiple fires occurring simultaneously after a large seismic event will tax available firefighting resources. Built-in fire protection will assist in extinguishing or controlling fires.
2. The City is located in an area with expansive soils, high groundwater table, and ocean frontage. Special foundation considerations and soils analysis requirements

must be in place to provide a reasonable degree of structural integrity for buildings constructed in these areas.

(C) Topographical

1. The City has flat land and waterfront developments that require special drainage and coastal precautions. Structures would be subject to water damage without special requirements addressing site drainage and coastal wave and wind forces.
2. During the rainy season, from December through April, the City is subject to flooding, making various parts of the City inaccessible to firefighting equipment on short notice. This prolongs the Fire Department's response time to structure fires.
3. The City is on a flat, coastal plain, and is in a tsunami inundation zone. Additionally, many of the evacuation routes from this zone pass through the City. The arrival time of a tsunami may be predicted, but not its magnitude. Therefore, evacuation measures may be taken, but the entire area is defenseless when it strikes. During and after a tsunami, these coastal areas will not be easily accessible to firefighting and other emergency equipment.

The City Council further finds that such amendments, deletions, and additions are necessary to best serve the public health and welfare. The City Council further finds and determines that all the amendments, deletions, and additions are also required for the reasons set forth in the Index and Summary to Model Codes and Amendments, which is attached hereto and incorporated herein as Exhibit A.

PART 5. The City Attorney, who was designated to prepare a summary of this ordinance, has determined that it is not feasible to prepare a fair and adequate summary thereof. The City Council thus orders that a display advertisement of at least one quarter page containing the information required by Government Code Section 36933(c)(2) be published in a newspaper of general circulation in the City at least five days prior to adoption of this ordinance, and another such display advertisement be similarly published within 15 days after its adoption, including the names of the Councilmembers voting for and against the ordinance.

PART 6. This ordinance was introduced for first reading on November 5th, 2019, and passed on November 19th, 2019, by the following roll call vote and shall take effect thirty days after final passage.

PASSED AND ADOPTED this _____ day of _____ 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

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SUMMARY

PART 3

ARTICLE II.

CALIFORNIA AND BUILDING CODE

Section 14-2 References the adoption of the California Building Code, 2019 Edition.

Section 14-3 Amendments to the CBC.

A. **Chapter 1 Division II, Section 101.4.4.** Corrects an inaccurate administrative reference.

***Finding of Need:** Administrative.*

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- B. **Chapter 1 Division II, Section 103.1.** Administrative clarification of terminology.

Finding of Need: Administrative.

- C. **Chapter 1 Division II, Section 105.2** Clarifies restrictions on items exempt from permits.

Finding of Need: Local Climactic Condition #1, Local Geological Conditions #1 and #2.

- D. **Chapter 1 Division II, Section 105.3.2.** Modifies the time limit of permit extensions granted by the Building Official.

Finding of Need: Administrative.

- E. **Chapter 1 Division II, Section 107.1.** Clarifies who can draw plans and prepare technical documents and when an Architect or Engineer is required.

Finding of Need: Administrative.

- F. **Chapter 1 Division II, Section 109.2.** Clarifies how fees adopted by City Council are to be charged.

Finding of Need: Administrative.

- G. **Chapter 1 Division II, Section 110.3.12.** Ensures that for projects that include licensing requirements from the Office of Statewide Health Planning and Development (OSHDP) are inspected by inspectors that are certified to do this type of project, and who is responsible for the cost of this work.

Finding of Need: Administrative.

- H. **Section 903.2. Where Fire Sprinklers are Required.** This amendment provides cross-reference to the Oxnard Fire Code relating to more restrictive requirements for automatic fire sprinkler systems.

Finding of Need: Editorial reference.

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

- I. **Section 1403.1. Waterproofing Weather-Exposed Areas.** Due to climatic conditions caused by the close proximity to the ocean, there is a specific need to ventilate certain areas of a building which are more clearly addressed in this amendment.

Finding of Need: *Local Climatic Condition #1*

- J. **Section 1505.1. Roof Covering Requirements.** Amends the CBC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

Finding of Need: *Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare.*

- K. **Section 1507.3.1. Deck Requirements.** Amends the CBC to ensure that the support of the roof covering, as recommended by the Structural Engineers Association.

Finding of Need: *Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare.*

- L. **Section 1511.1. Re-roofing Requirements.** Amends the CBC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

Finding of Need: *Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare.*

- M. **Section 1613.5. Amendments to ASCE 7.** This controls how vertical irregularities are addressed in the design of structures to address lessons learned in structural performance observed during past earthquakes.

Finding of Need: *Local Geological Condition #1.*

- N. **Section 1613.5.1. Values for vertical combination .** The proposed modification to limit mixed structural systems to two stories, limits the impact of vertical irregularities of the structural system. Reducing the possibility for damage during an earthquake..

Finding of Need: *Local Geological Condition #1.*

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- O. **Section 1613.5.2, ASCE 7 Section 12.11.2.2.3.** The revision to section 12.11.2.2.3 of ASCE 7-05 strengthens and clarifies the requirements for anchorage of concrete and masonry bearing walls to wood roofs, and is intended to increase life safety by preventing failures observed in recent past earthquakes.

Finding of Need: Local Geological Condition #1.

- P. **Section 1613.5.3. Modification to ASCE 7 Section 12.12.3. Equation 12-12.1.** The inclusion of the importance factor in this equation has the unintended consequence of reducing the minimum seismic separation distance for important facilities such as hospitals, schools, assembly occupancies, and other important structures.

Finding of Need: Local Geological Condition #1.

- Q. **Section 1704.6. General.** It is important to recognize that the registered design professional responsible for the structural design has thorough knowledge of the building he/she designed. By requiring the registered design professional responsible for the structural design or their designee who were involved with the design to observe the construction, the quality of the observation for major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will greatly be increased. Additional requirements are provided to help clarify the role and duties of the structural observer and the method of reporting and correcting observed deficiencies to the building official.

Finding of Need: Local Climactic Condition #1, and Local Geological Condition #1 and #2.

- R. **Section 1705.3. Special Inspection for Concrete Construction.** This provision limits the types of concrete construction elements that can be installed without deputy inspection and is intended to increase quality control of critical structural elements.

Finding of Need: Local Geological Conditions #1 and #2.

- S. **Section 1705.12.2. Special Inspection of Wood Shearwalls.** Allows for an exemption to special inspection of wood shearwalls if compensating design and construction limitations are observed.

Finding of Need: Local Geological Conditions #1.

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- T. **Section 1803.2. Investigations required.** Due soil conditions observed, special soils investigations are required.

Finding of Need: Local Geological Condition #1 and #2.

- U. **Section 1804.4. Drainage and Moisture Protection.** Due to the relatively flat topography of the City, additional drainage and moisture protection requirements required.

Finding of Need: Local Climactic Condition #1, Local Topographical Condition #1.

- V. **Section 1808.7.4. Drainage and Moisture Protection.** Due to the relatively flat topography of the City, additional drainage and moisture protection requirements required.

Finding of Need: Local Climactic Condition #1, Local Topographical Condition #1.

- W. **Section 1905.1. Scoping.** Modifies the references to subsequent code sections so as to be consistent with other local code modifications contained herein.

Finding of Need: Administrative clarification relating to the scoping of this section.

- X. **Section 1905.1.7. ACI 318 Section 22.10.** Amends this section to limit the use of unreinforced or under-reinforced concrete in areas of high seismic activity so as to protect building structures and occupants from unnecessary damage.

Finding of Need: Local Geological Conditions #1 and #2.

- Y. **Section 1905.1.9. ACI 318 Section 21.6.4.1.** Carries over important provisions relating to the design of concrete columns and beams that resist seismic loads from previous codes.

Finding of Need: Local Geological Condition #1.

- Z. **Section 1905.1.10. ACI 318 Section 18.10.4.** Carries over important provisions relating to the design of concrete columns and beams that resist seismic loads from previous codes.

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Finding of Need: *Local Geological Condition #1.*

- AA. **Section 1905.1.11. ACI 318 Section 18.12.6.2.** Carries over important provisions relating to the design of heavily loaded concrete walls that resist seismic loads from previous codes.

Finding of Need: *Local Geological Condition #1.*

- BB. **Section 2304.10.1. Fastener requirements.** Due to the high geologic activities in the Southern California area and the expected higher level of performance on buildings and structures, this proposed local amendment limit the use of staple fasteners in resisting or transferring seismic forces. Limited cyclic testing data was provided to the ICC Los Angeles Chapter Structural Code Committee showing that stapled wood structural shear panels do not exhibit the same behavior as the nailed wood structural shear panels. The test results of the stapled wood structural shear panels appeared much lower in strength and drift than the nailed wood structural shear panel test results. Therefore, the use of staples as fasteners to resist or transfer seismic forces shall not be permitted without being substantiated by cyclic testing. This proposed amendment is a continuation of a similar amendment adopted during previous code adoption cycles

Finding of Need: *Local Geological Condition #1.*

- CC. **Section 2304.10.2.1. Quality of Nails.** Ensures that nails and connectors used in seismic elements of the structure all meet minimum standards to which these elements were tested to.

Finding of Need: *Local Geological Condition #1.*

- DD. **Section 2305.4. Hold-down connectors.** ICC-ES AC 155 Acceptance Criteria for Hold-downs (Tie-Downs) Attached to Wood Members is widely used to establish allowable values for hold-down connectors in evaluation reports. AC 155 uses monotonic loading to establish allowable values. Yet, cyclic and dynamic forces imparted on buildings and structures by seismic activity cause more damage than equivalent forces that are applied in a monotonic manner. However, the engineering, regulatory and manufacturing industries have not reached consensus on the appropriate cyclic or dynamic testing protocols. This amendment reflects the recommendations by the Structural Engineers Association of Southern California (SEAOSC) that investigated the poor performance observed in 1994 Northridge Earthquake. This proposed

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

amendment is a continuation of an amendment adopted during previous code adoption cycles with additional editorial revisions for clarification.

Finding of Need: *Local Geological Condition #1.*

EE. **Section 2306.2 Wood Structural Panel Diaphragms.** Provides additional restrictions for wood structural diaphragms in areas of high seismic activity.

Finding of Need: *Local Geological Condition #1.*

FF. **Section 2306.3. Wood-Frame Panel Shear Walls.** Provides additional restrictions for wood structural shear walls in areas of high seismic activity. The Structural Engineers Association of Southern California (SEAOSC) recommended reducing allowable shear values in wood structural panel shear walls or diaphragms that were not substantiated by cyclic testing, due to finding from the 1994 Northridge earthquake.

Finding of Need: *Local Geological Condition #1.*

GG. **Section 2307.2 Wood-frame Shear Walls.** Correct reference created by amendment.

Finding of Need: *Local Geological Condition #1.*

HH. **Table 2308.6.1 Braced Wall Line Support.** With the higher seismic demand placed on buildings and structures in this region, interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring interior braced walls be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures.

Finding of Need: *Local Geological Condition #1.*

II. **Section 2308.6.1 Braced Wall Line Support.** With the higher seismic demand placed on buildings and structures in this region, interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring interior braced

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

walls be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures.

Finding of Need: *Local Geological Condition #1.*

JJ. Section 2308.6.9 Attachment of Sheathing. This proposed amendment is intended to improve the performance level of buildings and structures that are subject to the higher seismic demands placed on buildings or structure in this region.

Finding of Need: *Local Geological Condition #1.*

KK. Appendix Chapter J, Section J103.2, Exception 1. The City is very flat and there is a concern for safe drainage design; therefore, the exemptions for a grading permit were limited 150 cubic yards of earth.

Finding of Need: *Local Topographical Condition #1.*

LL. Appendix Chapter J, Section J104.1. Clarifies grading plan submittal requirements including final submittal media, supporting reports, number of sets, and earthwork estimate requirements.

Finding of Need: *Administrative.*

ARTICLE III. CALIFORNIA RESIDENTIAL CODE

Section 14-4. References adoption of the California Residential Code, 2019 Edition.

Section 14-5. Amendments to the California Residential Code.

A. Chapter 1 Division II, Administration. Uses the administration sections already adopted in the Building code to avoid duplication.

Finding of Need: *Administrative.*

B. Section 301.2.2.11. Anchorage of components and equipment. Ensures that additional items are anchored as required in the loading provisions of ASCE 7.

Finding of Need: *Local Climactic Condition #1, Local Geological Conditions #1 and #2.*

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

- C. **Section R313. Where Fire Sprinklers are Required.** This amendment provides cross-reference to the Oxnard Fire Code relating to more restrictive requirements for automatic fire sprinkler systems.

Finding of Need: Editorial reference.

- D. **Section R401.1. Wood Foundations.** The proposed amendment takes the precautionary steps to reduce or eliminate potential problems that may result in using wood foundation that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. However, an exception is made for non-occupied, single-story storage structures that pose significantly less risk to human safety and may utilize the wood foundation guidelines specified in this Chapter.

Finding of Need: Local Geological Conditions #1 and #2, Local Topographical #1.

- E. **Section R403.1.2. Continuous footing in Seismic Design Category D₂.** Interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring interior braced walls be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures.

Finding of Need: Local Geological Conditions #1 and #2.

- F. **Section R403.1.3.6. Seismic reinforcing.** This amendment provides a continuous footing under all braced wall lines. Due to observed performance issue during the Northridge earthquake this section address the drift and deflection cause by lack of a continuous footing.

Finding of Need: Local Geological Conditions #1 and #2.

- G. **Section R404.2. Wood foundation walls.** The proposed amendment takes the precautionary steps to reduce or eliminate potential problems that may result in using wood foundation walls that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms.

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

Finding of Need: *Local Geological Conditions #1 and #2, Local Topographical #1.*

- H. **Table R602.3(1).** Cyclic tests conducted indicate that wood structural panel fastened with staples appeared to be much lower in strength and stiffness than wood structural panels fastened with common nails. It was recommended that the use of staples as fasteners for wood structural panel shear walls or diaphragms not be permitted to resist seismic forces in structures assigned to Seismic Design Category D0, D1 and D2 unless it can be substantiated by cyclic testing.

Finding of Need: *Local Geological Conditions #1 and #2.*

- I. **Table R602.3(2).** Cyclic tests conducted indicate that wood structural panel fastened with staples appeared to be much lower in strength and stiffness than wood structural panels fastened with common nails. It was recommended that the use of staples as fasteners for wood structural panel shear walls or diaphragms not be permitted to resist seismic forces in structures assigned to Seismic Design Category D0, D1 and D2 unless it can be substantiated by cyclic testing.

Finding of Need: *Local Geological Conditions #1 and #2.*

- J. **Table R602.10.3.(3) Bracing Requirements Based on Seismic Design Category.**
Cleans up the table because California does not allow three stories conventional framing and Oxnard is composed of entirely Seismic Design Category D₂ per the Residential Code. Poor performance of the diagonal wood boards, structural fiberboard sheathing, gypsum board, particle board sheathing, portland cement plaster, and hardboard panel siding, during the Northridge earthquake justifies reduction or removal of these values. Limited cyclic testing provided to the ICC Los Angeles Chapter Structural Code Committee shows that stapled wood structural shear panels do not exhibit the same behavior as the nailed wood structural shear panels.

Finding of Need: *Local Geological Conditions #1 and #2.*

- K. **Section R602.10.4. Braced Wall Line Support for Seismic Design Category D₂.**
Removes an exception that allowed shear walls to be constructed without continuous foundations. This also is constant with modifications in the Building Code.

Finding of Need: *Local Geological Conditions #1 and #2.*

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

- L. **Section R602.10.9.1.** With the higher seismic demand placed on buildings and structures in this region, interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring interior braced walls be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures.

Finding of Need: *Local Geological Conditions #1 and #2.*

- M. **Section R703.1. Waterproofing Weather-Exposed Areas.** Due to climatic conditions caused by the close proximity to the ocean, there is a specific need to ventilate certain areas of a building which are more clearly addressed in this amendment.

Finding of Need: *Local Climatic Condition #1*

- N. **Section R902.1. Roofing covering materials.** Amends the CRC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

Finding of Need: *Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare.*

- O. **Section R902.1.3. Roof coverings in all other areas.** Amends the CRC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

Finding of Need: *Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare.*

- P. **AH 103.2. Light, ventilation and emergency egress.** Amends the optional chapter Appendix H which governs Patio Covers to restore the requirements of the regular code to require that emergency egress windows to exit directly to a yard or court.

Finding of Need. *Local Climatic Conditions #'s 2 and 3 and Local Geological Condition #1 to assure public health and welfare.*

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

- P. AQ 101.1. Scope.** Clarifies that this appendix shall only be applicable to detached single dwelling units.

***Finding of Need.** Local Climatic Conditions #'s 2 and 3 and Local Geological Condition #1 to assure public health and welfare.*

**ARTICLE VII.
CALIFORNIA ELECTRICAL CODE**

Section 14-10. References adoption of the California Electrical Code, 2019 Edition.
Section 14-11 Amendments to the California Electrical Code.

- A. Article 90-10.** The administrative provisions for the CEC shall be those in Articles I and II of this chapter.

***Finding of Need:** Administrative.*

**ARTICLE IX.
CALIFORNIA MECHANICAL CODE**

Section 14-13. References adoption of the California Mechanical Code, 2019 Edition.
Section 14-14. Amendments to the California Mechanical Code.

- A. Chapter One – General Code Provisions.** The administrative provisions for the CMC shall be those in Articles I and II of this chapter.

***Finding of Need:** Administrative.*

**ARTICLE XI.
CALIFORNIA PLUMBING CODE**

Section 14-16 References adoption of the California Plumbing Code, 2019 Edition.
Section 14-17 Amendments to the California Plumbing Code.

- A. Chapter One – General Code Provisions.** The administrative provisions for the CPC shall be those in Articles I and II of this chapter.

***Finding of Need:** Administrative.*

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

ARTICLE XV. FIRE CODES**SEC. 14-24. References Adoption of the CALIFORNIA FIRE CODE, 2019 Edition****SEC. 14-25. AMENDMENTS to CFC.**

- A. **Chapter 1, Section 101.1.** Administrative reference to City of Oxnard Code.

Finding of Need: Administrative

- B. **Section 104.12.** This amendment allows the fire code official to issue orders with regard to a lot or parcel if there exists a fire hazard thereon.

Finding of Need: Administrative

- C. **Chapter 1, Section 104.13. Stopping uses, evacuation.** This addition allows the fire code official to stop a use or order an evacuation if there is a hazardous condition or situation which presents a hazard to life or property.

Finding of Need: Administrative

- D. **Section 109.4.** This amendment is an administrative reference to Oxnard City Code regarding violations of the Code.

Finding of Need: Administrative

- E. **Section 503. 2.1. Dimensions.** This amendment allows the fire code official to set requirements consistent with the current operational requirements of the Fire Department's apparatus, and facilitates timely response of available apparatus.

Finding of Need: Administrative, Climatic #2, #3, Topographical #2, #3

- F. **Section 503.7. Electronic and Electric Access Gates.** This section updates existing City Code requirements regarding electronic and electric gate controls so they reference current Fire Code sections. This section facilitates timely response of available apparatus.

Finding of Need: Administrative, Climatic #2, #3, Topographical #2, #3

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

- G. **Section 507.5 Fire Hydrant systems.** This amendment allows the fire code official to set requirements consistent with the current operational requirements of the Fire Department's apparatus.

Finding of Need: Administrative

- H. **Section 507.5.1.1 Hydrant for standpipe systems.** This amendment allows the fire code official to set requirements consistent with the current operational requirements of the Fire Department's apparatus.

Finding of Need: Administrative

- I. **Section 901.6.2.2 System Records.** This section sets requirements for maintenance recordkeeping consistent with the requirements of the Fire Department for electronic recordkeeping.

Finding of Need: Administrative

- J. **Section 903.4.2.1 Exterior Strobe.** This requirement facilitates fire-fighting personnel in locating the correct building in alarm more quickly, especially in inclement conditions.

Finding of Need: Administrative, Climatic #2, #3, Topographical #2, #3

- K. **Section 904.3.5 Monitoring.** This requirement facilitates firefighting and locating fire extinguishing system activation more quickly.

Finding of Need: Administrative, Climatic #2, #3, Topographical #2, #3

- L. **Section 906.1, #10** This amendment allows the fire code official discretion in dealing with the placement of fire extinguishers in high theft areas.

Finding of Need: Administrative

- M. **Section 907.3.5 Fog or Smoke Emitting Systems.** This requirement provides for firefighting personnel protection and facilitates more rapid response to building interiors for firefighting.

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

Finding of Need: Administrative, Climatic #2, #3, Topographical #2, #3

- N. Section 907.5.2.3.5 Exterior Strobe.** This requirement facilitates fire-fighting personnel locating the correct structure, where the alarm has been triggered, quickly, especially in inclement conditions.

Finding of Need: Administrative, Climatic #2, #3, Topographical #2, #3

- O. Section B105.** This ensures that sufficient water is available for firefighting, in concordance with fire department and water department operational guidelines.

Finding of Need: Administrative, Climatic #2, #3, Topographical #2, #3

- P. Section D102.1 Access and loading.** This amendment allows the fire code official to set requirements consistent with the current operational requirements of the Fire Department's apparatus, and facilitates timely response of available apparatus.

Finding of Need: Administrative, Climatic #2, #3, Topographical #2, #3

- Q. Section D103.5 #1 Gate width.** This amendment allows the fire code official to set requirements consistent with the current operational requirements of the Fire Department's apparatus, and facilitates timely response of available apparatus.

Finding of Need: Administrative, Climatic #2, #3, Topographical #2, #3

ARTICLE XV. FIRE SPRINKLERS

SEC. 14-26. FIRE SPRINKLERS This section adopts modifications to the California Code relating to Fire Sprinkler requirements.

- A. Section 903.2 through section 903.2.4** This amendment updates existing City Code requirements regarding fire sprinkler systems so they reference the correct current Fire Code sections, clarifies language, and clarifies coverage requirements.

Finding of Need: Administrative, Climatic #2, #3, #4; Geological #1; Topographical #2, #3

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

- B. Section 903.2.7 through section 903.2.10** This amendment updates existing City Code requirements regarding fire sprinkler systems so they reference the correct current Fire Code sections and clarifies language.

Finding of Need: Administrative, Climatic #2, #3, #4; Geological #1; Topographical #2, #3

- C. Section 903.2.18** This amendment updates existing City Code requirements regarding fire sprinkler systems so they reference the correct current Fire Code sections and clarifies language.

Finding of Need: Administrative, Climatic #2, #3, #4; Geological #1; Topographical #2, #3

- D. Section 903.3.1.2** This amendment updates existing City Code requirements regarding fire sprinkler systems so they reference the correct current Fire Code sections and clarifies threshold requirements for residential fire sprinkler system coverage.

Finding of Need: Administrative, Climatic #2, #3, #4; Geological #1; Topographical #2, #3

- E. Section 903.3.1.3** This amendment updates existing City Code requirements regarding fire sprinkler systems so they reference the correct current Fire Code sections and clarifies threshold requirements for residential fire sprinkler system coverage.

Finding of Need: Administrative, Climatic #2, #3, #4; Geological #1; Topographical #2, #3



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4.**

DATE: November 19, 2019

TO: City Council

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: Notice of Pending Approval for Final Map for Tract No. 5984 (Planning and Zoning Permit No. 19-300-03) to subdivide 3.96 acres of vacant land into two residential lots and 50 condominium units for property located at the northeast corner of Harbor Boulevard and Wooley Road (commonly known as Anacapa). Filed by Planet Home Housing Pool 2, LLC.

RECOMMENDATION

That the City Council receive and file this Notice of Pending Approval for the Final Map for Tract No. 5984 (Planning and Zoning Permit No. 19-300-03).

BACKGROUND

On September 7, 2017, the Planning Commission adopted Resolution No. 2017-13, recommending approval of Tentative Subdivision Map No. 5984 for the Anacapa project to the City Council. The tentative subdivision of 3.96 acres would create 50 condominium units, plus a pool and recreation building, and associated infrastructure including streets, sidewalks, utilities and landscaping. On November 14, 2017, the City Council adopted Resolution No. 15,067, approving the tentative subdivision map, subject to the conditions set forth in Planning Commission Resolution No. 2017-13.

In accordance with Ordinance 2910, the City Council will receive notification at its November 19, 2019 City Council meeting that the Community Development Director intends to approve the subject Final Map for Tract 5984. The Final Map for Tract 5984 has been found consistent with the Council approved tentative map and Resolution No. 15,067. The Community Development Director intends to approve the Final Map of the Tentative Subdivision Map No. 05-300-08 on November 29, 2019, ten days following the City Council meeting.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not related to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

There are no financial impacts associated with the subject Final Map.

COMMITTEE OUTCOME

This item is a routine operational item therefore it did not originate in Committee.

Prepared by: Isidro Figueroa, Principal Planner

ATTACHMENTS

1. Notice of Pending Approval
2. Verification of Status
3. Vicinity-Aerial Map
4. PZ 19-300-03 (TM#5984)

MEMO



November 19, 2019

TO: City Council

FROM: Jeffrey Lambert, Community Development Director

SUBJECT: Notice of Pending Approval - Final Map for Tract No. 5984 (Planning and Zoning Permit No. 19-300-03) to subdivide 3.96 acres of vacant land into two residential lots and 50 condominium units for property located at the northeast corner of Harbor Boulevard and Wooley Road (commonly known as Anacapa). Filed by Planet Home Housing Pool 2 LLC.

In accordance with Ordinance 2910, the City Council will receive notification at its November 19, 2019 City Council meeting that the Community Development Director intends to approve the subject Final Map for Tract 5984. The Community Development Director intends to approve the Final Map of the Tentative Subdivision Map No. 16-300-07 on September 29, 2019, ten days following the City Council meeting.

On September 7, 2017, the Planning Commission adopted Resolution No. 2017-13, recommending approval of Tentative Subdivision Map No. 5984 for the Anacapa project to the City Council. The tentative subdivision of 3.96 acres would create 50 condominium units, plus a pool and recreation building, and associated infrastructure including streets, sidewalks, utilities and landscaping. On November 14, 2017, the City Council adopted Resolution No. 15,067, approving the tentative subdivision map, subject to the conditions set forth in Planning Commission Resolution No. 2017-13.

The subject final map was reviewed for conformance with conditions of approval and the State Subdivision Map Act. On October 1, 2019, the verification of status letter was received from the City Engineer and the subject application with related material was filed with the Planning Division on October 2, 2019.

The Community Development Director's action may be appealed to the City Council pursuant to the appeal procedures set forth in Section 15-25 of the Oxnard Municipal Code. Please feel free to contact me or Isidro Figueroa at (805) 385-8207 if you have any questions regarding Planning and Zoning No. 19-300-03 (Final Map for Tract No. 5984).

Attachments:

- A. Verification of Status Letter

Notice of Pending Approval
PZ 19-300-03 (Final Map for Phase 2 of Tract No. 5984)
November 19, 2019

- B. Aerial of Subject Site
- C. PZ 19-300-03 (Tract Map No. 5984)

Verification of Status

For Maps and Improvement Plans

Development Services - Engineering



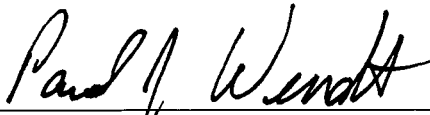
Final Map for Tract Number 5984

Project Location:

Northeast corner of Wooley Road and Harbor Blvd

- ☒ Map requires subdivision improvement agreement.
- ☐ The Development Services Program does not require improvement plans for this development.
- ☒ This Program has reviewed the improvement plans and found them acceptable. Based on our review, we believe these plans comply with the resolution of the Planning Commission and the City Council approving the tentative map for this development.
- ☒ This Program has reviewed the Map and Title Sheet and found them acceptable. Based on our review, we believe the map complies with the resolution of the Planning Commission and the City Council approving the tentative map for this development and also with the Subdivision Map Act of the State of California.
- ☒ The Map has been signed.

DATE: 10.1.19


 Paul J. Wendt, City Engineer
 Development Services



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE OWNERS OF, OR INTERESTED IN, THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION AND CONDOMINIUM PROJECT ENTITLED TRACT NO. 5984, SHOWN ON THIS MAP. THAT THEY ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID REAL PROPERTY, THAT THEY CONSENT TO THE MAKING AND RECORDATION OF SAID MAP AND SUBDIVISION FOR CONDOMINIUM PURPOSES AS SHOWN WITHIN THE EXTERIOR BOUNDARY LINE, THE FOLLOWING ITEMS SHOWN ON SAID MAP:

AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF OXNARD, FOR PUBLIC USE, THE RIGHT OF WAY, FOR WOOLEY ROAD AND CANAL STREET SHOWN HEREON.

AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF OXNARD, ALL WATER RIGHTS AND THE RIGHT TO DEVELOP ALL WATER FOUND UNDER SAID LAND, WITHOUT, HOWEVER THE RIGHT OF SURFACE ENTRY.

AND THAT THEY DO HEREBY OFFER TO DEDICATE TO ALL GOVERNMENTAL AGENCIES PROVIDING FOR THE PUBLIC SAFETY, HEALTH AND WELFARE, AN ACCESS EASEMENT OVER THOSE PORTIONS OF LOTS 1 AND 2 AS SHOWN ON THIS MAP.

AND ALL VEHICULAR RIGHTS OF INGRESS AND EGRESS OVER AND ACROSS THE SOUTHERLY LINE OF LOTS 1 AND 2, INCLUSIVE, ADJUTING WOOLEY ROAD AND THE WESTERLY LINE OF LOT 1, ADJUTING HARBOR BOULEVARD, IN ORDER THAT THE OWNER OF SAID LOTS SHALL HAVE NO RIGHTS OF ACCESS WHATSOEVER TO SAID ROADS EXCEPT THE GENERAL RIGHTS OF TRAVEL WHICH BELONGS TO THE WHOLE PUBLIC.

AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF OXNARD, A WATERLINE EASEMENT AND ALL USES INCIDENTAL THERETO.

OWNER: PLANET HOME HOUSING POOL 2, LLC, A DELAWARE LIMITED LIABILITY COMPANY

NAME _____
TITLE _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA _____
COUNTY OF _____

ON _____, BEFORE ME, _____, NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHOM THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I, CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE _____

PRINT NAME _____

PRINCIPAL PLACE OF BUSINESS _____ COUNTY _____

COMMISSION NO. _____

MY COMMISSION EXPIRES _____

BENEFICIARY

WOOLEY ROAD LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, BENEFICIARY UNDER A DEED OF TRUST RECORDED MARCH 2, 2016 AS INSTRUMENT NO. 20160302-0024736-D OFFICIAL RECORDS.

WOOLEY ROAD LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

NAME _____
TITLE _____

SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENT FOR BENEFICIARY

LAND SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF OXNARD DUNES LLC. ON SEPTEMBER 2018, I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED (OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN ONE YEAR AFTER RECORDATION OF THIS TRACT MAP) AND THAT THE MONUMENTS ARE (OR WILL BE) SUFFICIENT TO ENABLE THE SURVEY TO BE RE-TRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. CORNER RECORDS FOR ALL CENTERLINE MONUMENTS SHOWN HEREON AS SET BY ME WILL BE ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR'S OFFICE PRIOR TO ACCEPTANCE OF THE IMPROVEMENTS INTO THE CITY STREET SYSTEM.

DATE: _____

WILLIAM T. HUROLE,
PLS 5453

**CITY SURVEYOR'S STATEMENT**

I HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP ENTITLED TRACT NO. 5984, AND THAT I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

DATE: _____

SETH M. COHERTY, PLS 9183
CONSULTING CITY SURVEYOR
CITY OF OXNARD

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP ENTITLED TRACT NO. 5984 AND THAT THE SUBDIVISION HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL OF THE PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY OF OXNARD SUBDIVISION ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

PAUL J. WENDT, RCE 40333
CITY ENGINEER
OF THE CITY OF OXNARD

DATE _____

ABANDONMENT CERTIFICATE

THIS IS TO CERTIFY THAT PURSUANT TO SECTION 66434 (g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING EASEMENT, ALL LYING WITHIN THE EXTERIOR BOUNDARY OF THIS MAP, BUT NOT SHOWN HEREON:

SANITARY SEWER EASEMENT PER TRACT NO. 1567-L, BOOK 41 AT PAGE 83 OF MISCELLANEOUS RECORDS (MAPS) GRANTED TO THE CITY OF OXNARD.

MICHELLE ASCENDON,
CITY CLERK
CITY OF OXNARD

DATE _____

CITY COUNCIL'S CERTIFICATE

THE MAP ENTITLED TRACT NO. 5984, CONSISTING OF 4 SHEETS HAS BEEN PRESENTED TO THE CITY COUNCIL OF THE CITY OF OXNARD OF VENTURA COUNTY, CALIFORNIA FOR APPROVAL. PURSUANT TO THE CITY COUNCIL'S DELEGATION OF AUTHORITY ADOPTED ON NOVEMBER 13, 2016 PURSUANT TO ORDINANCE NO. 2910, THE DEVELOPMENT SERVICES DIRECTOR HEREBY APPROVES THE MAP ON THE _____ DAY OF _____, 20____, AND SAID COUNCIL HEREBY ACCEPTS THE FOLLOWING SHOWN ON THIS MAP:

FOR PUBLIC USE, THE RIGHT OF WAY, FOR WOOLEY ROAD AND CANAL STREET AS SHOWN HEREON.

AND ALSO HEREBY ACCEPTS ALL WATER RIGHTS AND THE RIGHT TO DEVELOP ALL WATER FOUND UNDER SAID LAND, WITHOUT, HOWEVER THE RIGHT TO SURFACE ENTRY.

AND ALSO HEREBY ACCEPTS ON BEHALF OF ALL GOVERNMENTAL AGENCIES PROVIDING FOR THE PUBLIC SAFETY, HEALTH AND WELFARE, THE ACCESS EASEMENT OVER THOSE PORTIONS OF LOTS 1 AND 2 AS SHOWN ON THIS MAP.

AND ALSO HEREBY ACCEPTS ALL VEHICULAR RIGHTS OF INGRESS AND EGRESS OVER AND ACROSS THE SOUTHERLY LINE OF LOTS 1 AND 2, INCLUSIVE, ADJUTING WOOLEY ROAD AND THE WESTERLY LINE OF LOT 1, ADJUTING HARBOR BOULEVARD, IN ORDER THAT THE OWNER OF SAID LOTS SHALL HAVE NO RIGHTS OF ACCESS WHATSOEVER TO SAID ROADS EXCEPT THE GENERAL RIGHT OF TRAVEL WHICH BELONGS TO THE WHOLE PUBLIC.

AND ALSO HEREBY ACCEPTS, A WATERLINE EASEMENT AND ALL USES INCIDENTAL THERETO.

IN WITNESS WHEREOF AND PURSUANT TO THE CITY COUNCIL'S DELEGATION OF AUTHORITY DESCRIBED ABOVE, THE DEVELOPMENT SERVICES DIRECTOR HEREBY SIGNS THE CERTIFICATE, WHICH IS ATTESTED TO BY THE CITY CLERK OF SAID CITY AND THE CORPORATE SEAL OF SAID CITY OF OXNARD IS AFFIXED HERETO THIS _____ DAY OF _____, 20____.

ATTEST:

MICHELLE ASCENDON
CITY CLERK
CITY OF OXNARD

ASHLEY GOLDEN
DEVELOPMENT SERVICES DIRECTOR
CITY OF OXNARD

CITY TREASURER'S CERTIFICATE

I, PHILLIP S. WOLINA, CITY TREASURER OF THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST TRACT MAP NO. 5984 OR ANY PART THEREOF, FOR UNPAID MUNICIPAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS MUNICIPAL TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY OF OXNARD THIS _____ DAY OF _____, 2019.

BY:

PHILLIP S. WOLINA
CITY TREASURER, CITY OF OXNARD

COUNTY TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ALL CERTIFICATES AND SECURITY REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT HAVE BEEN FILED AND DEPOSITED WITH ME.

STEVEN WHITE
COUNTY TAX COLLECTOR
COUNTY OF VENTURA

DATE: _____

BY:

DEPUTY TAX COLLECTOR

COUNTY RECORDER'S CERTIFICATE

DOCUMENT NUMBER _____
FILED THIS _____ DAY OF _____, AT _____, IN BOOK _____ OF MISCELLANEOUS RECORDS (MAPS) AT PAGES _____, AT THE REQUEST OF OXNARD DUNES LLC.

MARK A. LURN
COUNTY RECORDER
COUNTY OF VENTURA

BY:

DEPUTY COUNTY RECORDER

GROSS AREA: 3.96 ACRES
FOR CONDOMINIUM PURPOSES

TRACT NO. 5984

IN THE CITY OF OXNARD, COUNTY OF VENTURA,
STATE OF CALIFORNIA

BEING A SUBDIVISION OF PORTIONS OF LOTS 90, 91, AND 92 OF THE PATTERSON RANCH, AS PER MAP RECORDED IN BOOK 8, PAGE 1, OF MISCELLANEOUS RECORDS (MAPS), IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY.

JULY, 2017

SOILS REPORT

THE FOLLOWING SOILS REPORT HAS BEEN PREPARED ON TRACT MAP NO. 5984 AND IS ON FILE IN THE OFFICE OF THE CITY ENGINEER.

SUBSURFACE DESIGNS, INC. 12848 FOOTHILL BLVD. SYLMAR, CA 91342 (818) 898-1595	PRELIMINARY SOILS INVESTIGATION FOR PORTION OF LOTS 90, 91, AND 92 OF THE PATTERSON RANCH, NE CORNER HARBOR BLVD. AND WOOLEY ROAD JONATHAN E. MAHN C60293 EXP: 6-30-14	DATE OF REPORT: NOVEMBER 28, 2008
SUBSURFACE DESIGNS, INC. 12848 FOOTHILL BLVD. SYLMAR, CA 91342 (818) 898-1595	UPDATED SOILS ENGINEERING INVESTIGATION FOR PORTION OF LOTS 90, 91, AND 92 OF THE PATTERSON RANCH, NE CORNER HARBOR BLVD. AND WOOLEY ROAD JONATHAN E. MAHN C60293	DATE OF REPORT: MAY 24, 2018

SIGNATURE OMISSIONS

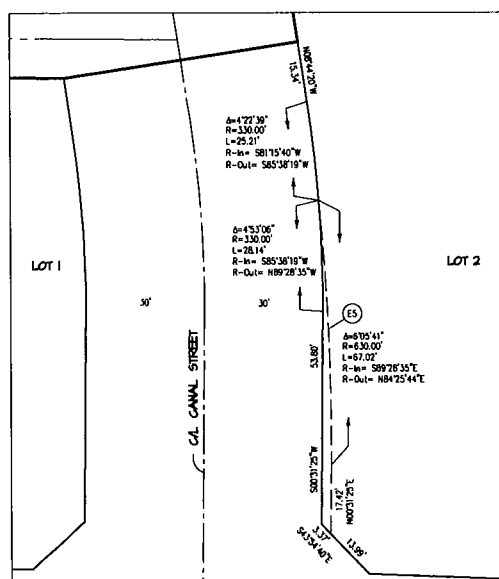
THE SIGNATURES OF THE FOLLOWING PRESENT OWNERS OF EASEMENTS HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (a)(3)(A)(i) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN PUBLIC UTILITIES EASEMENT RECORDED IN BOOK 2586, PAGE 9, OFFICIAL RECORDS

CITY OF OXNARD, HOLDER OF AN SANITARY SEWER EASEMENT RECORDED IN BOOK 41, PAGES 83 THROUGH 85, INCLUSIVE OF MAPS

THE SIGNATURES OF THE OIL AND GAS RIGHTS LISTED BELOW MAY BE OMITTED UNDER THE PROVISIONS OF SECTION 66436 (a)(3)(C) OF THE SUBDIVISION MAP ACT.

JOHN FRANCES MCGRATH AND THOMAS FRANCES MCGRATH, JR., AS TRUSTEES OF TRUST "A" AND AS TRUSTEES OF TRUST "B" UNDER THE WILL OF THOMAS FRANCES MCGRATH, DECEASED, RECORDED JULY 21, 1964 IN BOOK 2586, PAGE 4 OF OFFICIAL RECORDS, HOLDER OF AN INTEREST IN, OR RIGHTS TO, MINERALS, WHICH MAY INCLUDE BUT WHICH MAY NOT BE LIMITED TO OIL, GAS, OR OTHER HYDROCARBON SUBSTANCES.



ES DETAIL
NO SCALE - EXAGGERATED FOR CLARITY

NOTARY ACKNOWLEDGEMENT FOR BENEFICIARY

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA _____

COUNTY OF _____

ON _____, BEFORE ME, _____, NOTARY PUBLIC,

PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE _____

PRINT NAME _____

PRINCIPAL PLACE OF BUSINESS _____ COUNTY _____

COMMISSION NO. _____

MY COMMISSION EXPIRES _____

FOR CONDOMINIUM PURPOSES

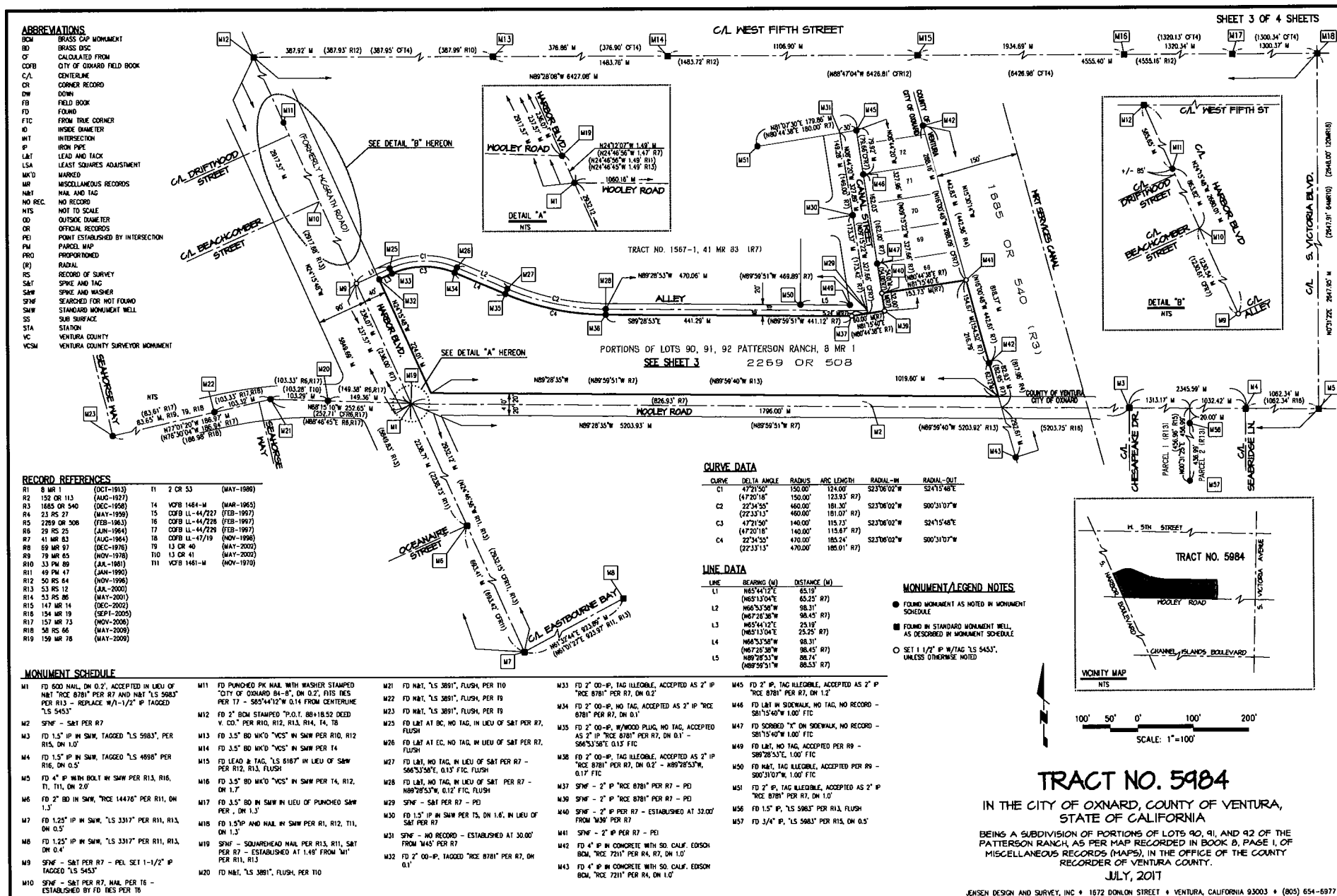
TRACT NO. 5984

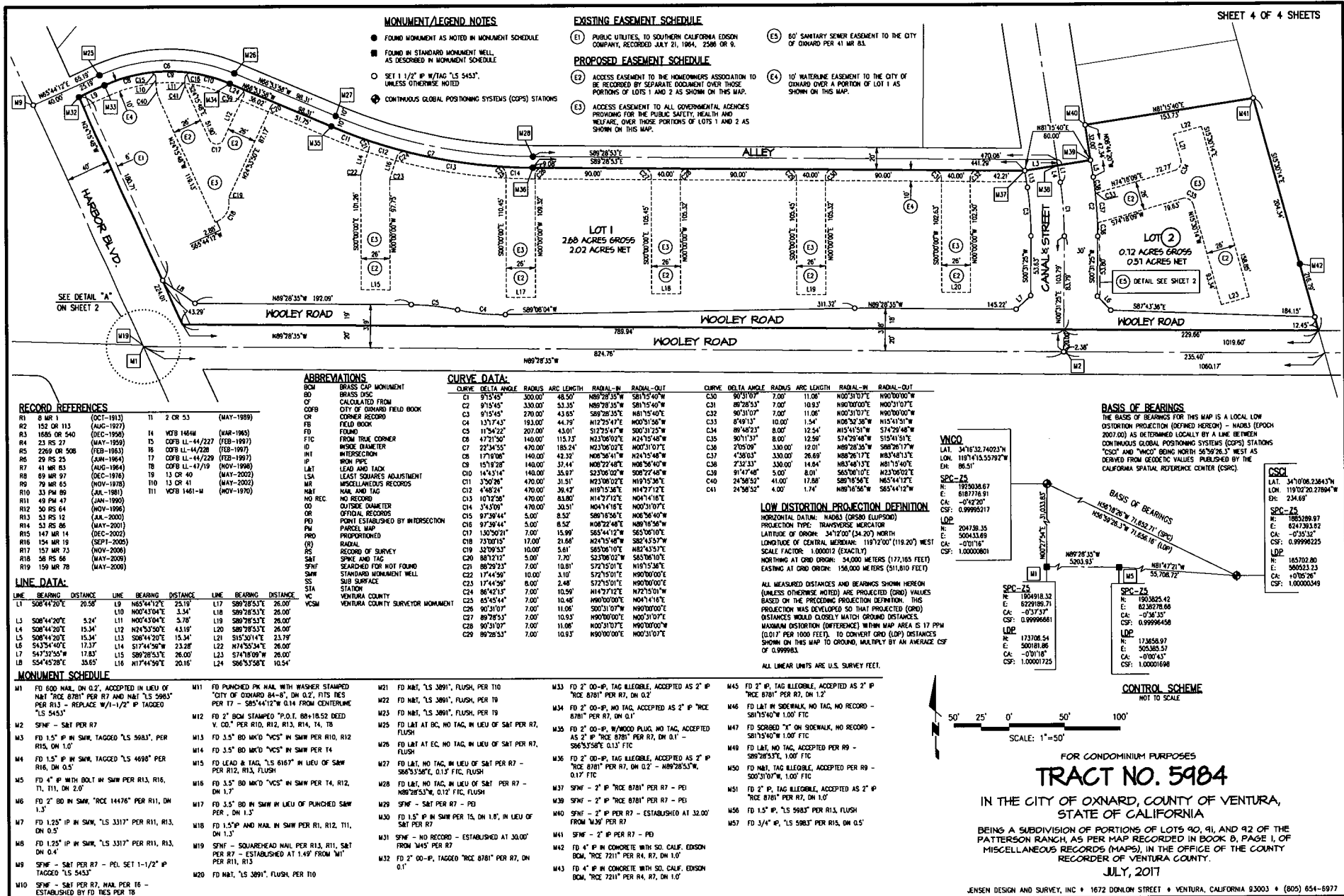
IN THE CITY OF OXNARD, COUNTY OF VENTURA,
STATE OF CALIFORNIA

BEING A SUBDIVISION OF PORTIONS OF LOTS 90, 91, AND 92 OF THE PATTERSON RANCH, AS PER MAP RECORDED IN BOOK 8, PAGE 1, OF MISCELLANEOUS RECORDS (MAPS), IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY.

JULY, 2017

JENSEN DESIGN AND SURVEY, INC. • 1672 DONLON STREET • VENTURA, CALIFORNIA 93003 • (805) 654-6977







**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.5.**

DATE: November 19, 2019

TO: City Council

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: Notice of Pending Approval for Final Map for Tract 6004 Associated with Planning & Zoning Permit No. 17-300-08 for the subdivision of 5.76 acres of undeveloped commercially zoned property into six lots ranging in size from 0.61 to 1.18 acres and vacation of City property on a parcel located on the Southside of Town Center Drive Between Oxnard Boulevard and North Ventura Road within the RiverPark Specific Plan Area. Filed by Ann Walsh of Shea Properties.

RECOMMENDATION

That the City Council adopt a resolution to:

1. Vacate 1,934 square feet of City property as shown in the proposed Final Map of Tract 6004; including the rights to a public right-of-way easement;
2. Authorize the Mayor to sign the owner statement on the title page of Tract 6004 Final Map;
3. Direct the City Clerk to sign the "Abandonment Certificate" for the vacation of certain properties; and
4. Receive and file a "Notice of Pending Approval" for the Final Map of Tract 6004 by the Community Development Director including signature of "City Council's Certificate" on the title sheet of the final map accepting the offers of dedications.

BACKGROUND

On October 18, 2018, the Planning Commission adopted Resolution No. 2018-29 recommending approval to City Council of Tentative Tract Map No. 6004 for RiverPark Specific Plan District C known as "The Landing". The proposal consisted of subdividing 5.76 acres of undeveloped, commercially zoned property into six lots ranging in size from 0.61 to 1.18 acres; and vacation of City property, including the rights to a public right-of-way easement. Subsequently, on November 27, 2018, the City Council adopted Resolution 15,181 approving Tentative Tract Map 6004 and related City vacations. Future development of the lots will be reviewed via a Design Development Review permit, which is under the purview of the Community Development Director.

ANALYSIS/DISCUSSION

The Final Map for Tract No. 6004 involves the vacation of 1,817 square feet of City property located at the southwest corner of Town Center Drive/Oxnard Boulevard and 117 square feet along the frontage of lot No. 2 of said tract. Additionally, in anticipation of future development on the six new lots and the adjoining lots, the City is vacating the rights to an easement that was previously granted by the developer for right-of-way purposes on the corner of Ventura Road and Town Center Drive. Abandonment of the easement allows for a redesign of the intersection to enhance pedestrian and vehicle safety. A new easement is being granted to the City in this same general area for public utility purposes. These details were discussed and approved as part of the City Council action on November 27, 2018.

The abandonment of the property and easement requires the City Council to approve a resolution authorizing the Mayor

to sign the owner statement on the title page of the map sheets and directing the City Clerk to sign the “Abandonment Certificate”.

Another element of the final map is an offer of land dedication being given to the City by the developer involving 10 square feet at the corner of lot No. 1 and 515 square feet along the frontage of lot No. 2. These small areas are being dedicated for street and utility purposes. In accordance with Ordinance 2019 the Community Development Director is authorized to sign “City Council’s Certificate” statement on the title sheet accepting these dedications. As proposed the final map complies with the RiverPark Specific Plan and the 2030 General Plan.

Pursuant to City Ordinance 2910, the Director intends to approve the map by December 2, 2019, 10 days after City Council receipt of “Notice of Pending Approval”. The City Clerk will attest in signature to the Director’s approval at that time.

ENVIRONMENTAL IMPACT

In accordance with the State of California Environmental Quality Act (CEQA) Guidelines, the request to vacate 1,934 square feet of City property as shown in the proposed Final Map of Tract 6004; to authorize the Mayor to sign the owner statement on the title page of Tract 6004 Final Map; to direct the City Clerk to sign the “Abandonment Certificate” for the vacation of certain properties; and to receive and file a “Notice of Pending Approval” for the Final Map of Tract 6004 by the Community Development Director including signature of “City Council’s Certificate” on the title sheet of the final map accepting the offers of dedications is consistent with the RiverPark Specific Plan, certified EIR, and is therefore exempt from further CEQA review. All mitigation measures identified within the RiverPark Specific Plan certified EIR were incorporated into City Council adopted Resolution 15,181 approving Tentative Tract Map 6004 and related City vacations are incorporated by reference into this approval.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The map provides the opportunity for future development that will result in increased property tax revenue to the City.

COMMITTEE OUTCOME

This item is a routine operational item therefore this item did not originate in Committee.

Prepared by: Veronica Ortiz-De Anda, Contract Planner

ATTACHMENTS

1. Attachment A: Resolution
2. Attachment B: Notice of Pending Approval
3. Attachment C: Final Map Tract 6004

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING VACATION OF 1,817 SQUARE FEET OF CITY PROPERTY LOCATED AT THE SOUTHWEST CORNER OF OXNARD BOULEVARD AND TOWN CENTER DRIVE PREVIOUSLY GRANTED TO THE CITY BY GRANT DEED RECORDED ON OCTOBER 29, 2001 AS INSTRUMENT NO. 2001-0215425-00; AND VACATION OF 117 SQUARE FEET OF PUBLIC PROPERTY IN LOT 2; AND VACATION OF A PORTION OF TOWN CENTER DRIVE PREVIOUSLY GRANTED TO THE CITY BY EASEMENT DEED RECORDED ON JUNE 15, 1989 AS INSTRUMENT 89-094626 GENERALLY LOCATED AT THE SOUTHEAST CORNER OF VENTURA ROAD AND TOWN CENTER DRIVE; AND AUTHORIZING THE MAYOR TO SIGN THE OWNER STATEMENT ON THE TITLE SHEET OF THE FINAL MAP FOR TRACT 6004; AND DIRECTING THE CITY CLERK TO SIGN THE ABANDONMENT CERTIFICATE. FILED BY ANN WALSH OF SHEA PROPERTIES, DESIGNATED AGENT FOR RIVERPARK LANDING LLC, 2751 PARK VIEW COURT, SUITE 261, OXNARD, CA 93036, OWNER.

WHEREAS, on November 30, 2017, Ann Walsh, (the **“Applicant”** and/or **“Developer”**), submitted a request to subdivide an existing 5.76 undeveloped parcel into six lots, generally located on the southside of Town Center Drive between North Ventura Road and Oxnard Boulevard, within District C of the RiverPark Specific Plan, known as Tract 6004; and

WHEREAS, On October 18, 2018, the Planning Commission of the City of Oxnard (**“Planning Commission”**) held a public hearing, reviewed the request and adopted Resolution 2018-29 recommending approval to the City Council of the Tentative Map for Tract 6004, including the vacation of certain City property; and

WHEREAS, on November 27, 2018, the City Council of the City of Oxnard (**“City Council”**) carefully reviewed the Planning Commission action taken on October 18, 2018, and adopted Resolution 15,181 approving Tentative Map for Tract 6004 including vacation of City property in accordance with Chapter 15 “Subdivisions” of the Oxnard City Code; and

WHEREAS, on November 19, 2019, the City Council conducted a duly noticed public hearing to consider the vacation 1,934 square feet of City property including vacation of certain public easement rights, the authorization for the City Mayor to sign the owner statement on the title sheet of the Final Map for Tract 6004, and the direction to the City Clerk to sign the “Abandonment Certificate” (the **“Request”**) of said Tract in accordance with Chapter 15 “Subdivisions” of the Oxnard City Code and the state Subdivision Map Act; and

WHEREAS, at the November 19, 2019, public hearing, the City Council received and considered all written and oral public testimony and evidence related to the proposed Request; and

WHEREAS, the City Council finds after due study and deliberation that the Request complies with the Subdivision Map Act, Chapters 15 “Subdivision Ordinance” and 16 “Zoning Ordinance” of the Oxnard City Code, and the 2030 General Plan; and

Resolution No. XXX
PZ 17-300-08, Final Map
City Council Meeting
November 19, 2019

WHEREAS, the City Council determines that the Request for Tract 6004 is consistent with the RiverPark Specific Plan, certified EIR, and is therefore exempt from further CEQA review.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

SECTION 1. The recitals of this Resolution are hereby adopted into the operative provisions of this Resolution by this reference.

SECTION 2. In accordance with the California Environmental Quality Act (CEQA), the City Council determines that the request to vacate 1,934 square feet of City property as shown in the proposed Final Map of Tract 6004; to authorize the Mayor to sign the owner statement on the title page of Tract 6004 Final Map; to direct the City Clerk to sign the “Abandonment Certificate” for the vacation of certain properties; and to receive and file a “Notice of Pending Approval” for the Final Map of Tract 6004 by the Community Development Director including signature of “City Council’s Certificate” on the title sheet of the final map accepting the offers of dedications is consistent with the RiverPark Specific Plan, certified EIR, and is therefore exempt from further CEQA review. All mitigation measures identified within the RiverPark Specific Plan certified EIR were incorporated into City Council adopted Resolution 15,181 approving Tentative Tract Map 6004 and related City vacations and are incorporated by reference into this approval.

SECTION 3. The City Council determines that the proposed vacation of City property is consistent with the 2030 General Plan including the Circulation Element (Goal ICS 2 and Policy ICS-2.6).

SECTION 4. The Mayor is hereby authorized to sign the statement on the title sheet of the Final Map for Tract 6004, and the City Clerk is hereby directed to sign the “Abandonment Certificate” (the “Request”) of said Tract in accordance with Chapter 15 “Subdivisions” of the Oxnard City Code and the state Subdivision Map Act. The Mayor is also authorized to sign any additional documentation necessary to facilitate the vacation of the property referenced in this Resolution.

SECTION 5. Based on the entire record before the City Council and all written and oral evidence presented, the City Council hereby approves the Request, subject to the conditions associated with Planning and Zoning No. 17-300-08 (Tentative Map for Tract 6004) remaining in full force and effect and the Applicant recording the final map with the County of Ventura Recorder’s office.

SECTION 6. The City Clerk shall certify the adoption of this Resolution.

*Resolution No. XXX
PZ 17-300-08, Final Map
City Council Meeting
November 19, 2019*

PASSED AND ADOPTED THIS 19th day of November, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen Fischer, City Attorney

MEMORANDUM

November 19, 2019

TO: City Council

FROM: Jeffery Lambert, Community Development Director

SUBJECT: Notice of Pending Approval - Planning and Zoning Permit 17-300-08 (Final Map for Tract 6004) to subdivide a 5.76 acre undeveloped parcel into 6 lots ranging in size from .61 to 1.18 acres within District C of the RiverPark Specific Plan located on the south side of Town Center Drive between Ventura Road and Oxnard Boulevard. Filed by Ann Walsh of Shea Properties for RiverPark Landing, LLC.

In accordance with Ordinance 2910, the City Council will receive notification at its regular scheduled meeting of November 19, 2019 that the Community Development Director intends to approve the Final Map for Tract 6004 for RiverPark “The Landing” associated with Planning and Zoning Permit 17-300-08 as described in the subject heading on December 2, 2019, ten days following the City Council meeting.

On October 18, 2018, the Planning Commission adopted Resolution No. 2018-29 recommending approval to City Council of Tentative Tract Map 6004 for RiverPark Specific Plan District C known as “The Landing”. The proposal consisted of subdividing 5.76 acres of undeveloped, commercially zoned property into six lots ranging in size from 0.61 to 1.18 acres; and vacation of City property. Subsequently, on November 27, 2018, the City Council adopted Resolution 15,181 approving Tentative Tract Map 6004 and related vacation of certain City right-of-way. Future development of the lots will be reviewed via a Design Development Review permit, which is under the purview of the Community Development Director.

The subject final map was reviewed for conformance with the City’s conditions of approval and the state Subdivision Map Act (SMA). The City’s engineer has certified that the subject map complies with the Planning Commission and City Council resolutions which approved the tentative map for this subdivision and complies with the provisions of the SMA.

The Community Development Director’s action may be appealed to the City Council pursuant to the appeal procedures set forth in Section 15-25 of the Oxnard City Code. Questions concerning this pending action can be directed to myself or Veronica Ortiz-De Anda, Contract Planner, by calling 805-385-7952 or via email at veronica.ortiz@oxnard.org.

SHEET 1 OF 9 SHEETS

TRACT NO. 6004

GROSS AREA: 5.83 ACRES

NUMBERED LOTS: 6

IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA
BEING A SUBDIVISION OF PORTIONS OF LOTS 1 AND 2 OF TRACT NO. 5352-1, AS PER MAP RECORDED IN BOOK 150, PAGES 76 THROUGH 92, INCLUSIVE, OF MISCELLANEOUS RECORDS (MAPS), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND LOT 3 OF CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT LLA 17-310-05, RECORDED MAY 26, 2017, AS DOCUMENT NO. 20170526-00068773-0 OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER, AND A PORTION OF TOWN CENTER DRIVE GRANTED TO THE CITY OF OXNARD BY DEED RECORDED JUNE 15, 1989 AS INSTRUMENT NO. 89-094626 OF SAID OFFICIAL RECORDS, AND A PORTION OF OXNARD BOULEVARD GRANTED TO THE CITY OF OXNARD BY DEED RECORDED OCTOBER 29, 2001 AS INSTRUMENT NO. 2001-0215425-00 OF SAID OFFICIAL RECORDS.

DATE OF SURVEY: FEBRUARY 2019

HUITT-ZOLLARS

H.P. McNALLY JR., P.L.S. 6969

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE OWNERS OF, OR ARE INTERESTED IN, THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION ENTITLED TRACT NO. 6004, SHOWN ON THIS MAP, THAT THEY ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID REAL PROPERTY, THAT THEY CONSENT TO THE MAKING AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE EXTERIOR BOUNDARY LINE, AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF OXNARD FOR PUBLIC USE AND RIGHT-OF-WAY FOR TOWN CENTER DRIVE AND VENTURA ROAD AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF OXNARD AN EASEMENT FOR PUBLIC UTILITY PURPOSES AS SHOWN ON THIS MAP AND ALL USES INCIDENT THERETO, AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF OXNARD ALL RIGHTS OF INGRESS AND EGRESS OVER AND ACROSS VENTURA ROAD, TOWN CENTER DRIVE, AND OXNARD BOULEVARD, EXCEPT AS SHOWN HEREON, IN ORDER THAT THE OWNERS OF SAID LOTS SHALL HAVE NO RIGHTS OF ACCESS WHATSOEVER TO SAID VENTURA ROAD, TOWN CENTER DRIVE AND OXNARD BOULEVARD EXCEPT THE GENERAL RIGHT OF TRAVEL WHICH BELONGS TO THE WHOLE PUBLIC.

RIVERPARK LANDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWNER
BY: SHEA PROPERTIES MANAGEMENT COMPANY, INC., AT DELAWARE CORPORATION, ITS MANAGER.

BY: _____
PRINT NAME: _____
PRINT TITLE: _____

BY: _____
PRINT NAME: _____
PRINT TITLE: _____

CITY OF OXNARD, A MUNICIPAL CORPORATION, OWNER

BY: _____
PRINT NAME: _____
PRINT TITLE: _____

BY: _____
PRINT NAME: _____
PRINT TITLE: _____

ABANDONMENT CERTIFICATE

THIS IS TO CERTIFY THAT PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF A PORTION OF TOWN CENTER DRIVE GRANTED TO THE CITY OF OXNARD BY EASEMENT DEED RECORDED JUNE 15, 1989 AS INSTRUMENT NO. 89-094626 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY, AND A PORTION OF OXNARD BOULEVARD GRANTED TO THE CITY OF OXNARD BY GRANT DEED RECORDED OCTOBER 29, 2001 AS INSTRUMENT NO. 2001-0215425-00 OF SAID OFFICIAL RECORDS, LYING WITHIN THE EXTERIOR BOUNDARY OF THIS SUBDIVISION NOT SHOWN ON THIS MAP.

MICHELLE ASCENCION
CITY CLERK OF THE CITY OF OXNARD

DATE

CITY TREASURER'S CERTIFICATE

I, PHILLIP S. MOLINA, CITY TREASURER OF THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST TRACT NO. 6004 OR ANY PART THEREOF FOR UNPAID MUNICIPAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS MUNICIPAL TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE. WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY OF OXNARD THIS _____ DAY OF _____, 20____.

CITY TREASURER OF THE CITY OF OXNARD

COUNTY RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 20____, AT _____ IN BOOK _____ OF MISCELLANEOUS RECORD (MAPS), AT PAGES _____ - _____, AT THE REQUEST OF RIVERPARK LANDING, LLC,

MARK A. LUNN
COUNTY RECORDER
COUNTY OF VENTURA

BY: _____
DEPUTY COUNTY RECORDER

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF RIVERPARK LANDING, LLC, ON DECEMBER 10TH, 2018. I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED (OR THEY WILL BE SET IN THOSE POSITIONS WITHIN ONE YEAR AFTER RECORDATION OF THIS TRACT MAP) AND THAT SAID MONUMENTS ARE (OR WILL BE) SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. CORNER RECORDS FOR ALL CENTERLINE MONUMENTS SHOWN HEREON AS SET BY ME WILL BE ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR PRIOR TO ACCEPTANCE OF THE IMPROVEMENTS INTO THE CITY STREET SYSTEM.

DATED: OCTOBER 4, 2019

H.P. McNALLY JR., L.S. 6969
MY REGISTRATION EXPIRES: 9/30/2021



COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED TRACT NO. 6004 AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DANIEL J. WALSH
COUNTY SURVEYOR
COUNTY OF VENTURA

BY: _____
DEPUTY COUNTY SURVEYOR

DATE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP ENTITLED TRACT NO. 6004, THAT THE SUBDIVISION IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL OF THE PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

PAUL J. WENDT
CITY ENGINEER
R.C.E. 46333

DATE

COUNTY TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ALL CERTIFICATES AND SECURITY REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT HAVE BEEN FILED AND DEPOSITED WITH ME.

STEVEN HINTZ
COUNTY TAX COLLECTOR
COUNTY OF VENTURA

BY: _____
DEPUTY COUNTY TAX COLLECTOR

DATE

CITY COUNCIL'S CERTIFICATE

THIS MAP ENTITLED TRACT NO 6004 CONSISTING OF 9 SHEETS HAS BEEN PRESENTED TO THE CITY COUNCIL OF THE CITY OF OXNARD OF VENTURA COUNTY, CALIFORNIA FOR APPROVAL. PURSUANT TO THE CITY COUNCIL'S DELEGATION OF AUTHORITY ADOPTED ON NOVEMBER 15, 2016 PURSUANT TO ORDINANCE NO. 2910, THE COMMUNITY DEVELOPMENT DIRECTOR HEREBY APPROVES THIS MAP ON THE _____ DAY OF _____, 2019, AND DOES HEREBY ACCEPT FOR PUBLIC USE, THE RIGHT-OF-WAY FOR VENTURA ROAD AND TOWN CENTER DRIVE, AND DOES HEREBY ACCEPT THE EASEMENT FOR PUBLIC UTILITY PURPOSES, AND ALSO HEREBY ACCEPTS ALL RIGHTS OF INGRESS AND EGRESS AS OFFERED HEREON.

IN WITNESS WHEREOF AND PERSUANT TO THE CITY COUNCIL'S DELEGATION OF AUTHORITY DESCRIBED ABOVE, THE COMMUNITY DEVELOPMENT DIRECTOR HEREBY SIGNS THIS CERTIFICATE, WHICH IS ATTESTED TO BY THE CITY CLERK OF SAID CITY AND THE CORPORATE SEAL OF SAID CITY OF OXNARD IS AFFIXED HERETO THIS _____ DAY OF _____, 2019.

ATTEST:

MICHELLE ASCENCION
CITY CLERK OF THE CITY OF OXNARD

JEFFREY LAMBERT
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF OXNARD

NOTE:

SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENTS AND SIGNATURE OMISSIONS

TRACT NO. 6004

IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PORTIONS OF LOTS 1 AND 2 OF TRACT NO. 5352-1, AS PER MAP RECORDED IN BOOK 150, PAGES 76 THROUGH 92, INCLUSIVE, OF MISCELLANEOUS RECORDS (MAPS), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND LOT 3 OF CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT LLA 17-310-05, RECORDED MAY 26, 2017, AS DOCUMENT NO. 20170526-00068773-0 OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER, AND A PORTION OF TOWN CENTER DRIVE GRANTED TO THE CITY OF OXNARD BY DEED RECORDED JUNE 15, 1989 AS INSTRUMENT NO. 89-094626 OF SAID OFFICIAL RECORDS, AND A PORTION OF OXNARD BOULEVARD GRANTED TO THE CITY OF OXNARD BY DEED RECORDED OCTOBER 29, 2001 AS INSTRUMENT NO. 2001-0215425-00 OF SAID OFFICIAL RECORDS.

DATE OF SURVEY: FEBRUARY 2019

HUITT-ZOLLARS

H.P. McNALLY JR., P.L.S. 6969

SIGNATURE OMISSIONS

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CAN NOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE GOVERNING BODY:

1. THE CITY OF OXNARD, PRESENT OWNER OF AN EASEMENT FOR RIGHT-OF-WAY RECORDED JUNE 15, 1989 AS INSTRUMENT NO. 89-094626 OF OFFICIAL RECORDS, PRESENT OWNER OF AN EASEMENT FOR ACCESS FOR LANDSCAPE MAINTENANCE AND INCIDENTAL PURPOSES RECORDED DECEMBER 13, 2007 AS INSTRUMENT NO. 20071213-00225576-0 OF OFFICIAL RECORDS, PRESENT OWNER OF AN EASEMENT FOR WATER PIPELINE AND INCIDENTAL PURPOSES RECORDED DECEMBER 29, 2017 AS INSTRUMENT NO. 20171229-00170545-0 OF OFFICIAL RECORDS, AND PRESENT OWNER OF AN EASEMENT FOR RECYCLED WATER PIPELINE AND INCIDENTAL PURPOSES RECORDED DECEMBER 29, 2017 AS INSTRUMENT NO. 20171229-00170546-0 OF OFFICIAL RECORDS.
2. RIVERPARK HOTEL II, LLC, PRESENT OWNER OF AN EASEMENT FOR INGRESS, EGRESS, AND MAINTENANCE PURPOSES RECORDED JUNE 2, 2017 AS INSTRUMENT NO. 20170602-00071677-0 OF OFFICIAL RECORDS.
3. SOUTHERN CALIFORNIA GAS COMPANY, PRESENT OWNER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED AUGUST 10, 2018 AS INSTRUMENT NO. 20180810-00091488-0 OF OFFICIAL RECORDS (NOT LOCATABLE FROM RECORD).

PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A)&(C) OF THE SUBDIVISION MAP ACT THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

1. AUGUST FERRO AND FREDERICK FERRO, PRESENT OWNERS OF $\frac{1}{2}$ INTEREST IN OIL, GAS, AND MINERALS RECORDED JUNE 16, 1954 IN BOOK 1209, PAGE 182 OF OFFICIAL RECORDS
2. JOE PERACHINO, AKA JOSEPH PERACHINO, AND RUTH PERACHINO, PRESENT OWNERS OF INTEREST IN OIL, MINERALS, NATURAL GAS AND HYDROCARBONS RECORDED DECEMBER 21, 1954 IN BOOK 1252, PAGE 429 OF OFFICIAL RECORDS.
3. NAZARENE E. DONLON, AS EXECUTRIX OF THE WILL OF WILLIAM C. DONLON, DECEASED, PRESENT OWNER OF AN INTEREST IN OIL, GAS, AND MINERALS BELOW 500 FEET PER BOOK 4723, PAGE 472 OF OFFICIAL RECORDS.
4. ARLEN J. RICHMAN AND EMILY J. RICHMAN, PRESENT OWNERS OF INTEREST IN OIL, GAS, AND MINERALS BELOW 500 FEET PER INSTRUMENT NOS. 86-175822, 86-175823, 86-175824, 86-175827, AND 86-175828 ALL OF OFFICIAL RECORDS.
5. THE CITY OF OXNARD, PRESENT OWNER OF ALL WATER RIGHTS AND THE RIGHT TO DEVELOP ALL WATER FOUND OR TAKEN FROM UNDER SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY TO DEVELOP THE SAME, AS DEDICATED ON THE MAP OF TRACT NO. 5352-1, 150 MR 76-92.

EXISTING EASEMENTS

- A

A NON-EXCLUSIVE EASEMENT FOR ACCESS FOR LANDSCAPE MAINTENANCE AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF OXNARD RECORDED DECEMBER 13, 2007 AS INSTRUMENT NO. 20071213-00225576-0, OFFICIAL RECORDS.
- B

AN EASEMENT FOR INGRESS, EGRESS AND MAINTENANCE PURPOSES IN FAVOR OF RIVERPARK HOTEL II, LLC RECORDED JUNE 2, 2017 AS INSTRUMENT NO. 20170602-00071677-0, OFFICIAL RECORDS.
- C

AN EASEMENT FOR WATER PIPELINE AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF OXNARD RECORDED DECEMBER 29, 2017 AS INSTRUMENT NO. 20171229-00170545-0, OFFICIAL RECORDS.
- D

AN EASEMENT FOR RECYCLED WATER PIPELINE AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF OXNARD RECORDED DECEMBER 29, 2017 AS INSTRUMENT NO. 20171229-00170546-0, OFFICIAL RECORDS.

PROPOSED EASEMENT (DEDICATED HEREON)

- E

INDICATES EASEMENT FOR PUBLIC UTILITY PURPOSES TO THE CITY OF OXNARD

SOILS AND/OR GEOLOGIC REPORT

THE FOLLOWING SOILS REPORT AND/OR GEOLOGIC REPORT RELATING TO TRACT NO 6004 HAS BEEN PREPARED:

DATE OF REPORT: REVISED DECEMBER 21, 2016

TITLE OF REPORT: GEOTECHNICAL ENGINEERING EVALUATION REPORT FOR THE LANDING, LOTS 1 AND 2, OF TRACT 5352-1, OXNARD, CALIFORNIA

FIRM NAME: TWINING, INC.

ENGINEER: SEAN LIN

REGISTRATION NO.: R.C.E. 67109, G.E. 2921

LOCATION WHERE ON FILE
FOR PUBLIC INSPECTION: CITY OF OXNARD PUBLIC WORKS DEPARTMENT

NOTARY ACKNOWLEDGEMENT RIVERPARK LANDING, LLC:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____

COUNTY OF _____

ON _____ BEFORE ME, _____ ,
A NOTARY PUBLIC, PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY
MY COMMISSION NO. _____
PRINT NAME _____ MY COMMISSION EXPIRES _____

NOTARY ACKNOWLEDGEMENT CITY OF OXNARD:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____

COUNTY OF _____

ON _____ BEFORE ME, _____ ,
A NOTARY PUBLIC, PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY
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SHEET 3 OF 9 SHEETS

TRACT NO. 6004

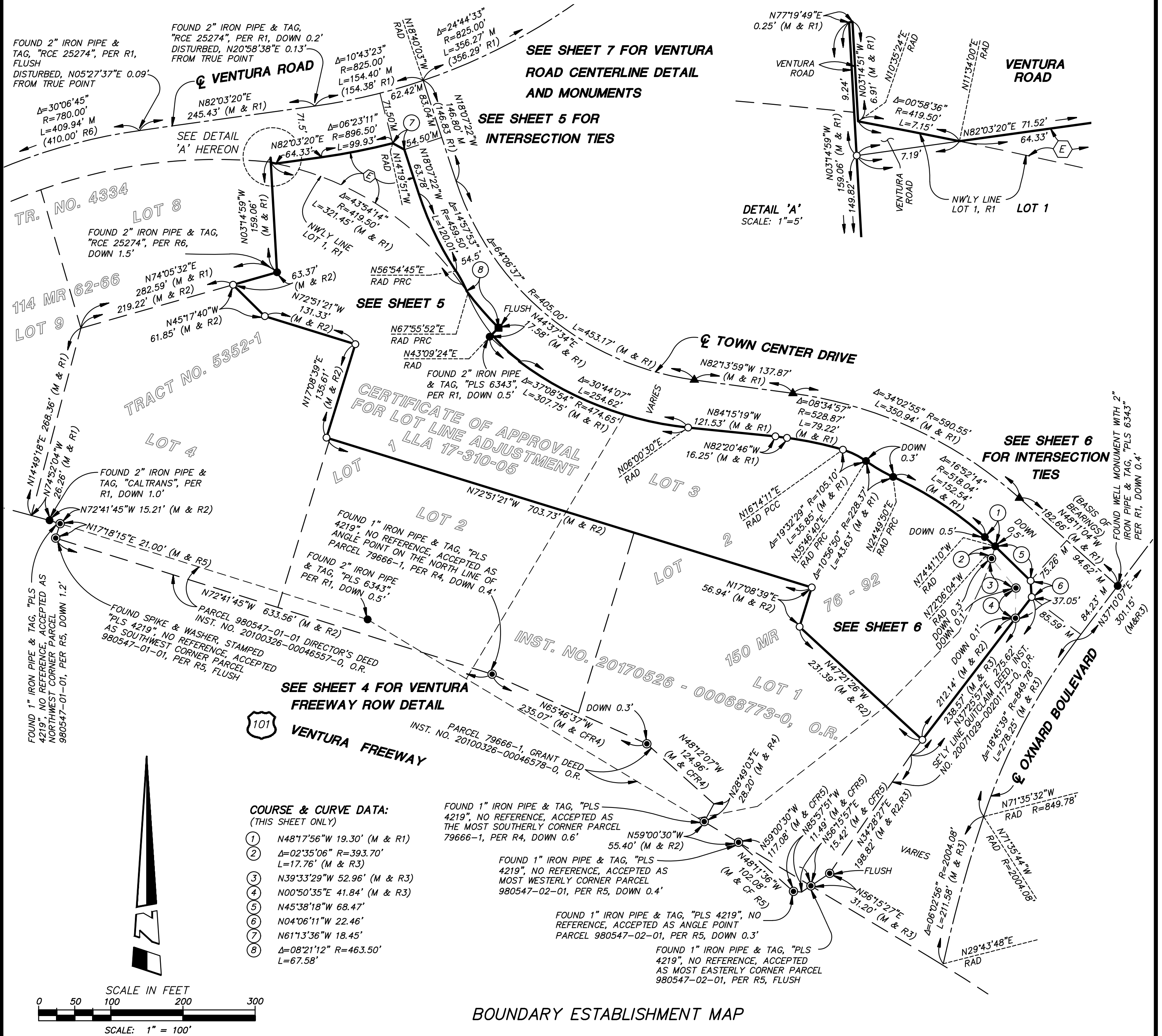
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HUITT-ZOLLARS

H.P. McNALLY JR., P.L.S. 6969

**BASIS OF BEARINGS:**

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING FOR THE CENTERLINE OF TOWN CENTER DRIVE, BEING NORTH 48°11'04" WEST ON TRACT NO. 5352-1, 150 MR 76-92.

REFERENCES:

- R1 TRACT NO. 5352-1, 150 MR 76-92
 R2 CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT LLA 17-310-05, INST. NO. 20170526-00068773-0, O.R. (REC. MAY 26, 2017)
 R3 QUITCLAIM DEED, INST. NO. 20071029-00201173-0, O.R. (REC. OCTOBER 29, 2007)
 R4 GRANT DEED, INST. NO. 20100326-00046578-0, O.R. (REC. MARCH 26, 2010)
 R5 DIRECTOR'S DEED, INST. NO. 20100326-00046557-0, O.R. (REC. MARCH 26, 2010)
 R6 TRACT NO. 4334, 114 MR 62-66

NOTE:

SEE SHEETS 8-9 FOR EXISTING EASEMENTS.

TRACT NO. 6004

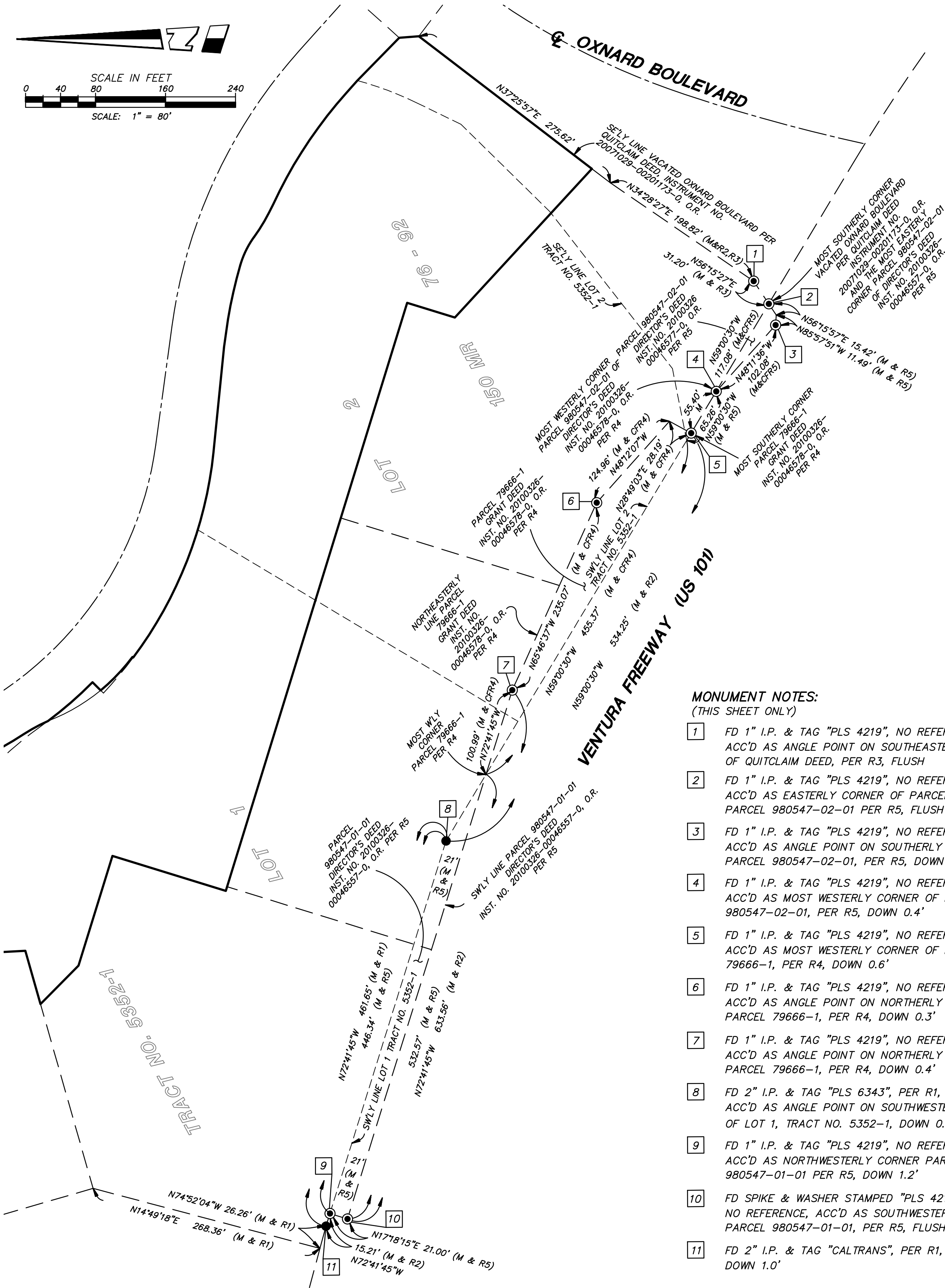
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DATE OF SURVEY: FEBRUARY 2019

HUITT-ZOLLARS

H.P. McNALLY JR., P.L.S. 6969



MONUMENT NOTES:
(THIS SHEET ONLY)

- 1 FD 1" I.P. & TAG "PLS 4219", NO REFERENCE, ACC'D AS ANGLE POINT ON SOUTHEASTERLY LINE OF QUITCLAIM DEED, PER R3, FLUSH
- 2 FD 1" I.P. & TAG "PLS 4219", NO REFERENCE, ACC'D AS EASTERLY CORNER OF PARCEL PARCEL 980547-02-01 PER R5, FLUSH
- 3 FD 1" I.P. & TAG "PLS 4219", NO REFERENCE ACC'D AS ANGLE POINT ON SOUTHERLY LINE OF PARCEL 980547-02-01, PER R5, DOWN 0.3'
- 4 FD 1" I.P. & TAG "PLS 4219", NO REFERENCE, ACC'D AS MOST WESTERLY CORNER OF PARCEL 980547-02-01, PER R5, DOWN 0.4'
- 5 FD 1" I.P. & TAG "PLS 4219", NO REFERENCE, ACC'D AS MOST WESTERLY CORNER OF PARCEL 79666-1, PER R4, DOWN 0.6'
- 6 FD 1" I.P. & TAG "PLS 4219", NO REFERENCE ACC'D AS ANGLE POINT ON NORTHERLY LINE OF PARCEL 79666-1, PER R4, DOWN 0.3'
- 7 FD 1" I.P. & TAG "PLS 4219", NO REFERENCE, ACC'D AS ANGLE POINT ON NORTHERLY LINE OF PARCEL 79666-1, PER R4, DOWN 0.4'
- 8 FD 2" I.P. & TAG "PLS 6343", PER R1, ACC'D AS ANGLE POINT ON SOUTHWESTERLY LINE OF LOT 1, TRACT NO. 5352-1, DOWN 0.7'
- 9 FD 1" I.P. & TAG "PLS 4219", NO REFERENCE ACC'D AS NORTHWESTERLY CORNER PARCEL 980547-01-01 PER R5, DOWN 1.2'
- 10 FD SPIKE & WASHER STAMPED "PLS 4219", NO REFERENCE, ACC'D AS SOUTHWESTERLY CORNER PARCEL 980547-01-01, PER R5, FLUSH
- 11 FD 2" I.P. & TAG "CALTRANS", PER R1, DOWN 1.0'

VENTURA FREEWAY RIGHT OF WAY DETAIL

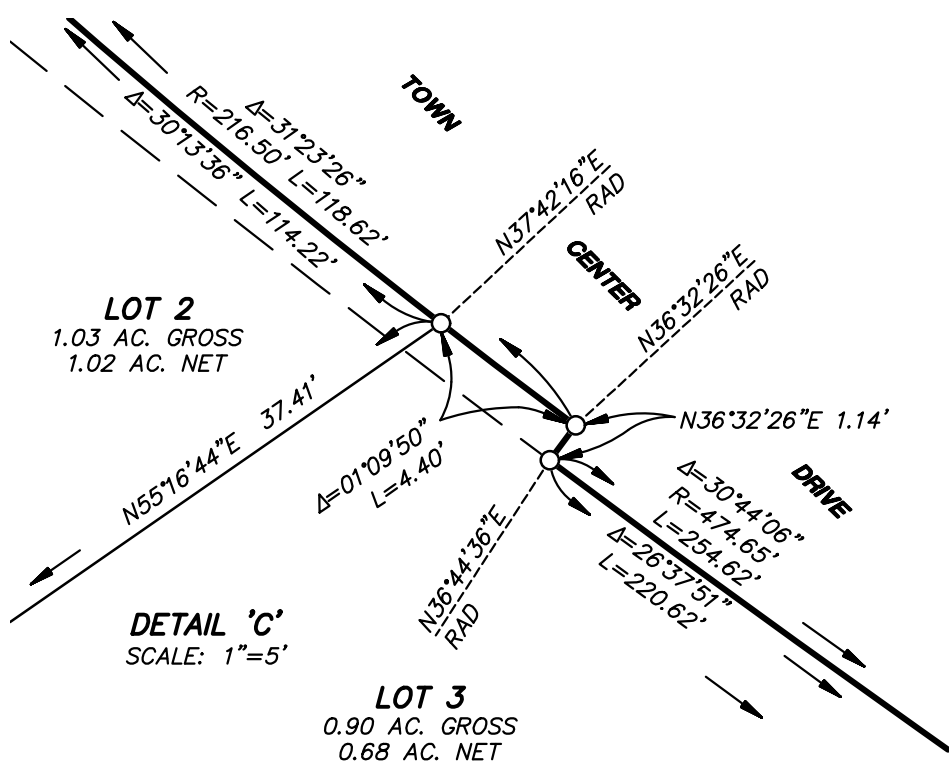
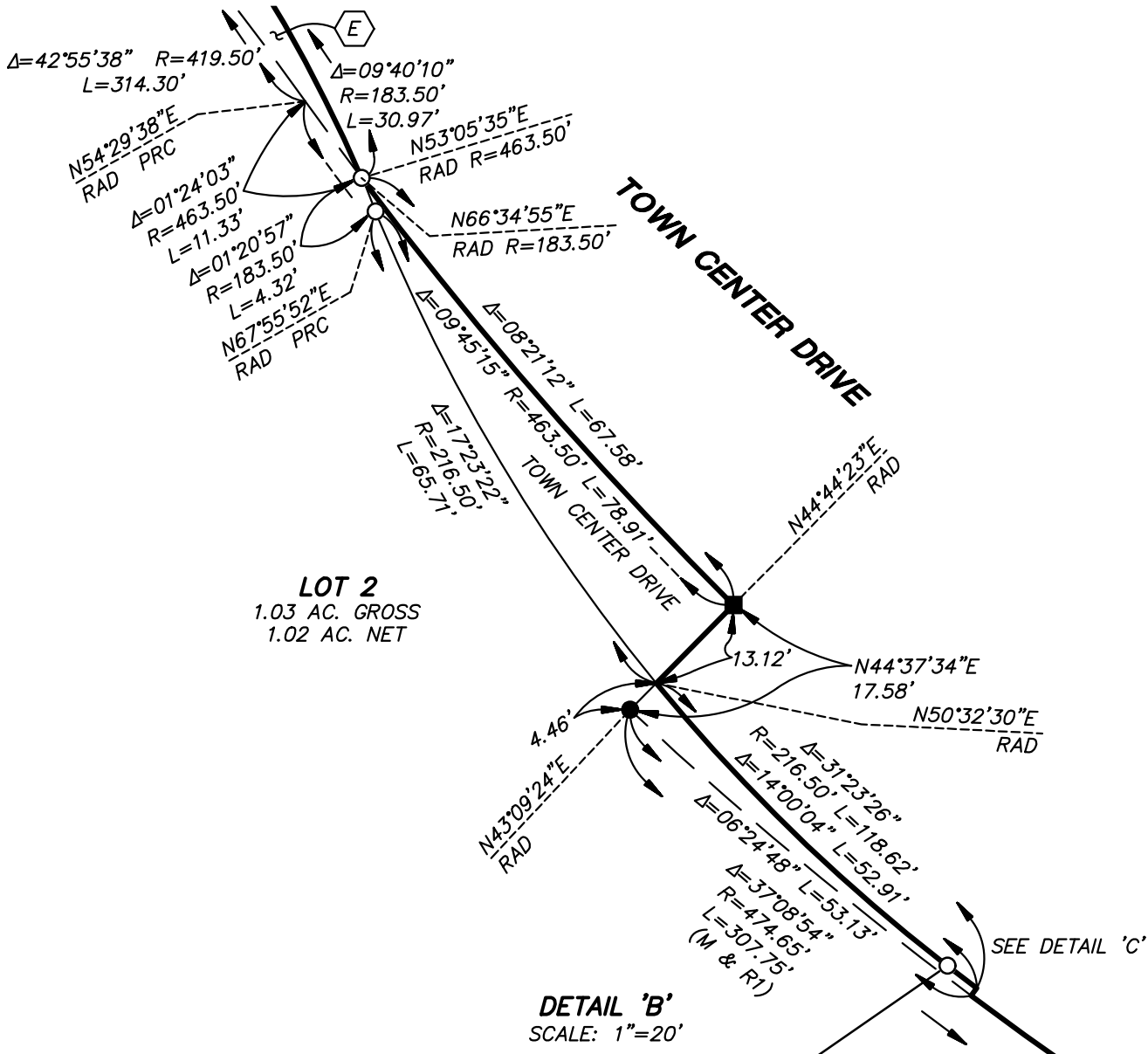
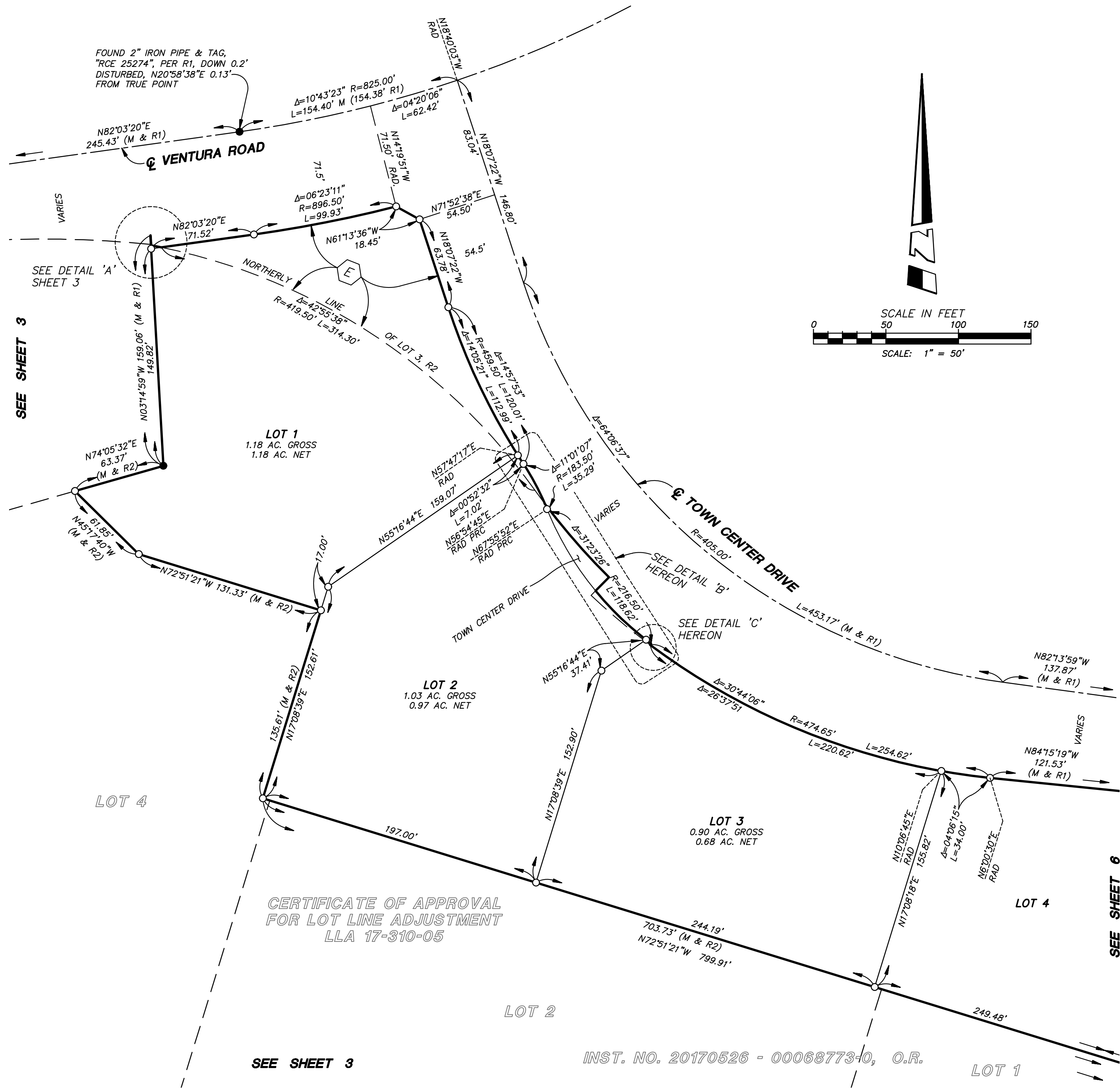
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HUITT-ZOLIARS

H.P. McNALLY JR., P.L.S. 6969



NOTES:
SEE SHEET 3 FOR BOUNDARY ESTABLISHMENT, BASIS OF BEARINGS, MONUMENT NOTES AND REFERENCES.
INDICATES PROPOSED EASEMENT FOR PUBLIC UTILITY PURPOSES TO THE CITY OF OXNARD
SEE SHEETS 8-9 FOR EXISTING EASEMENTS.

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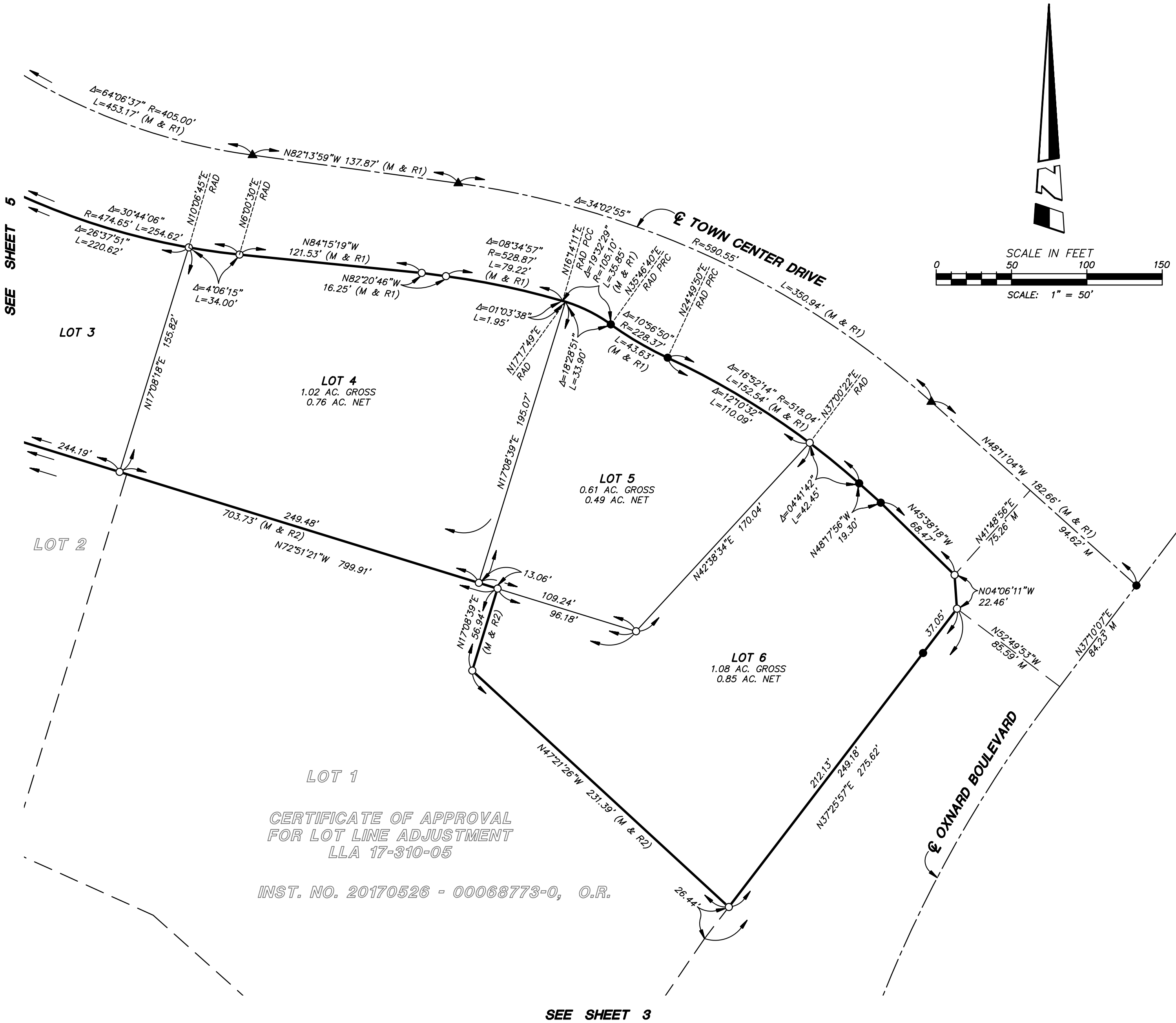
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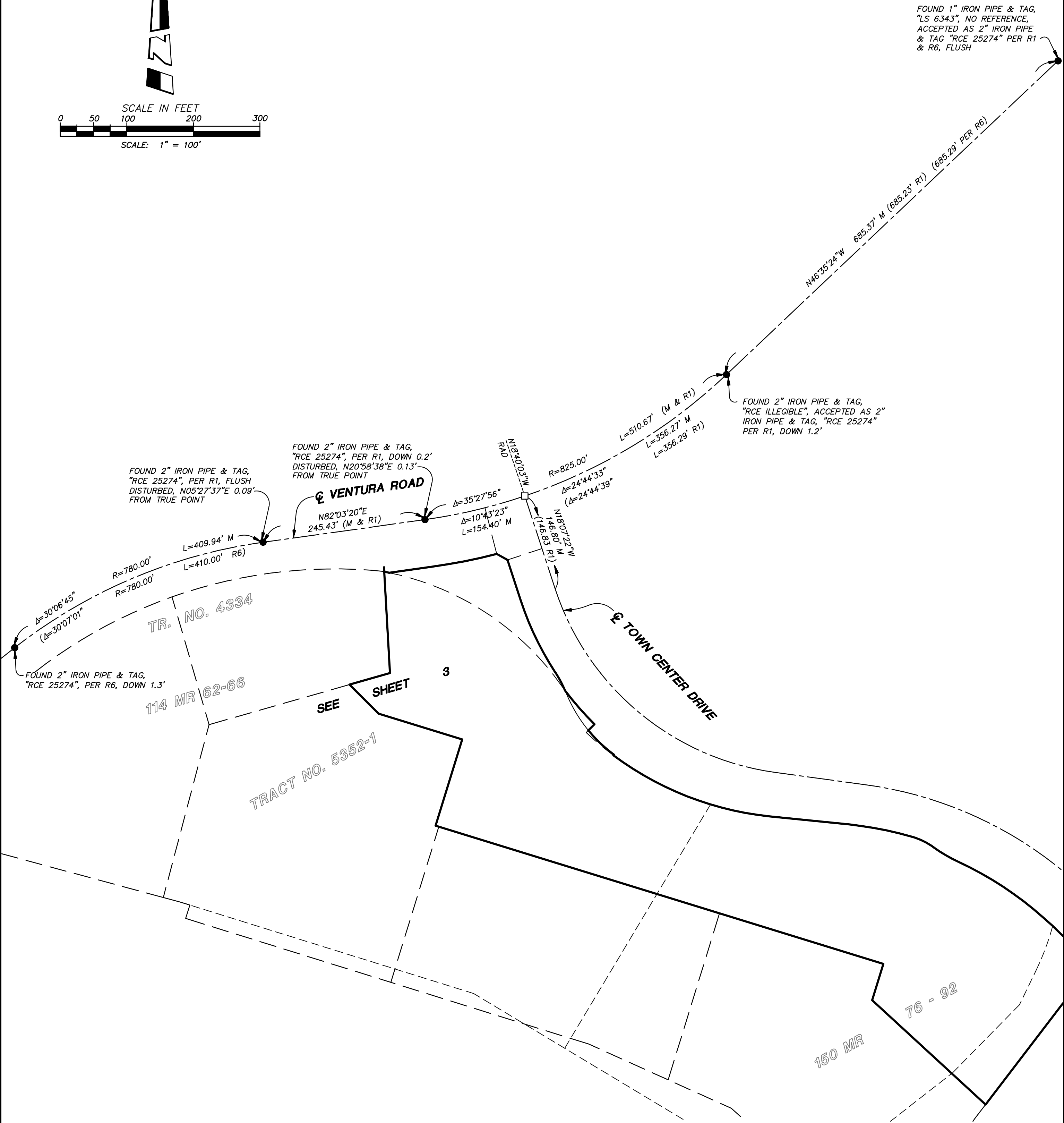
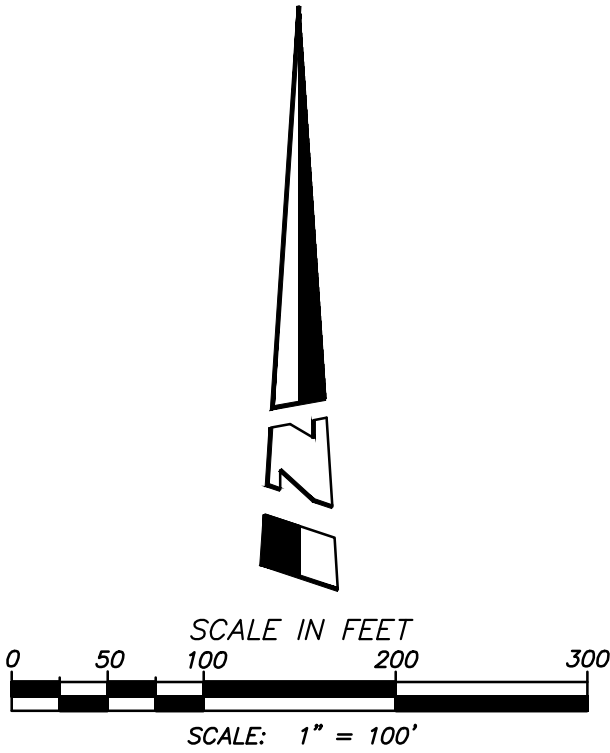
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H.P. McNALLY JR., P.L.S. 6969



VENTURA ROAD CENTERLINE DETAIL

TRACT NO. 6004

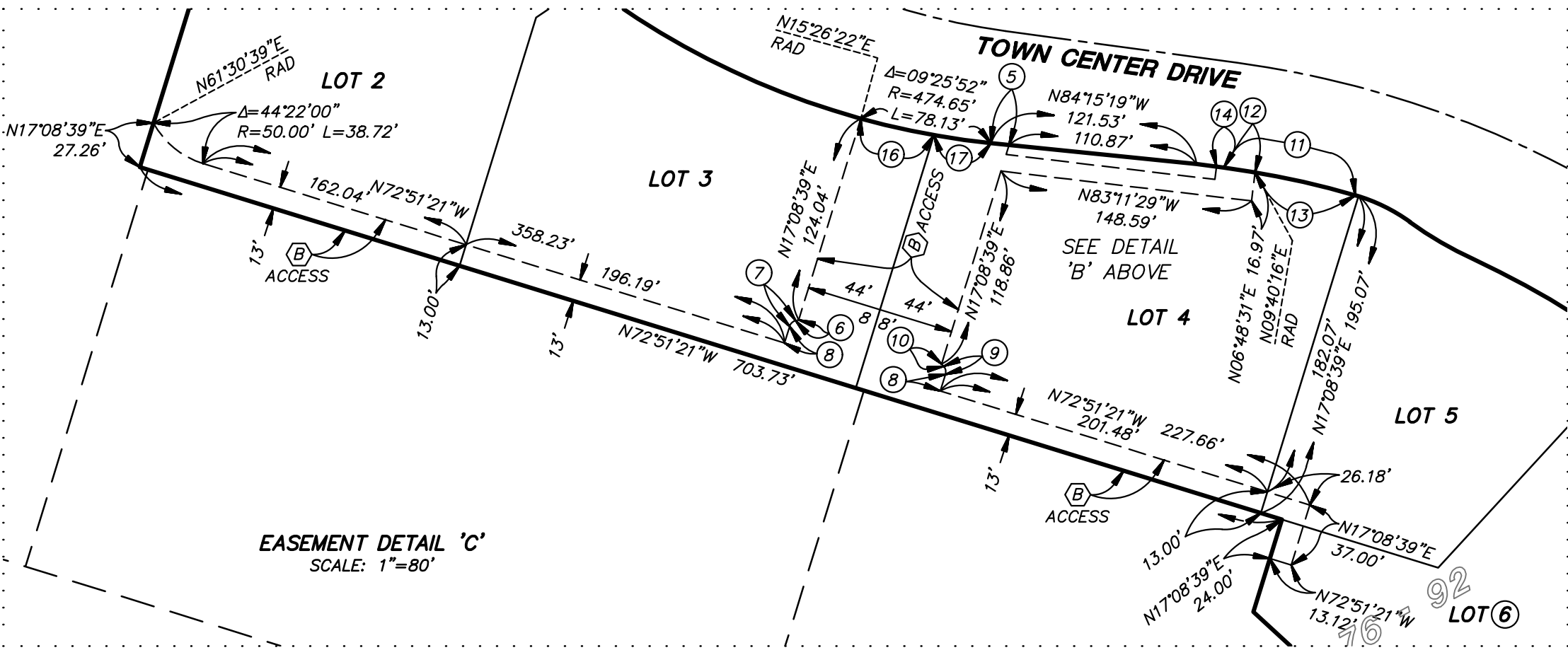
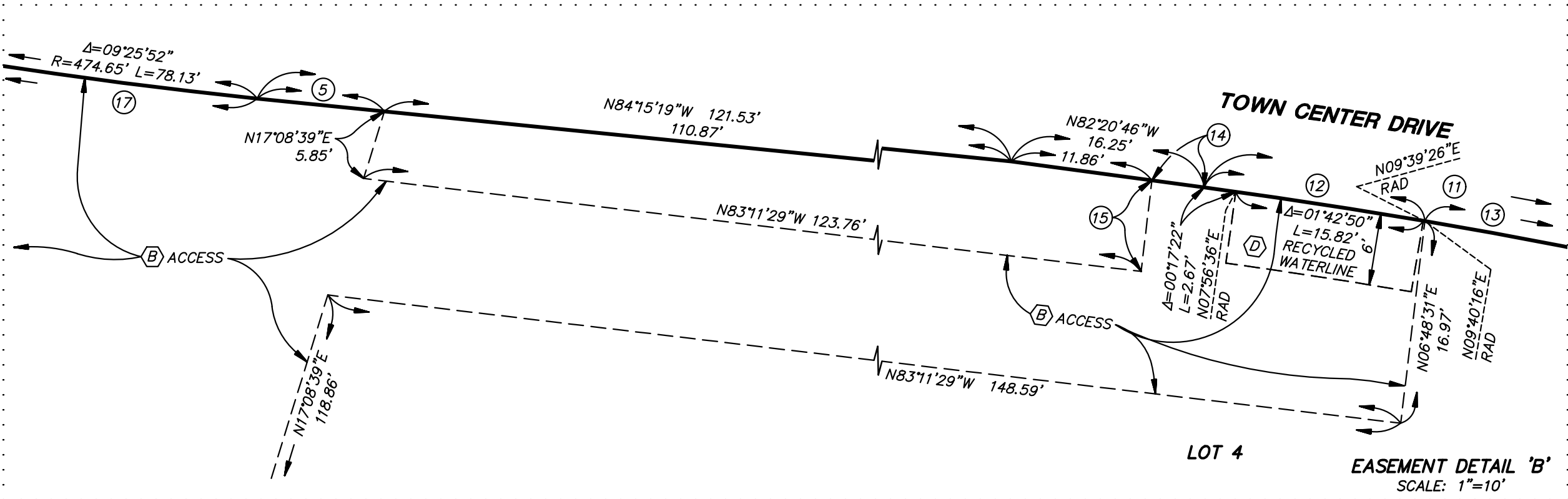
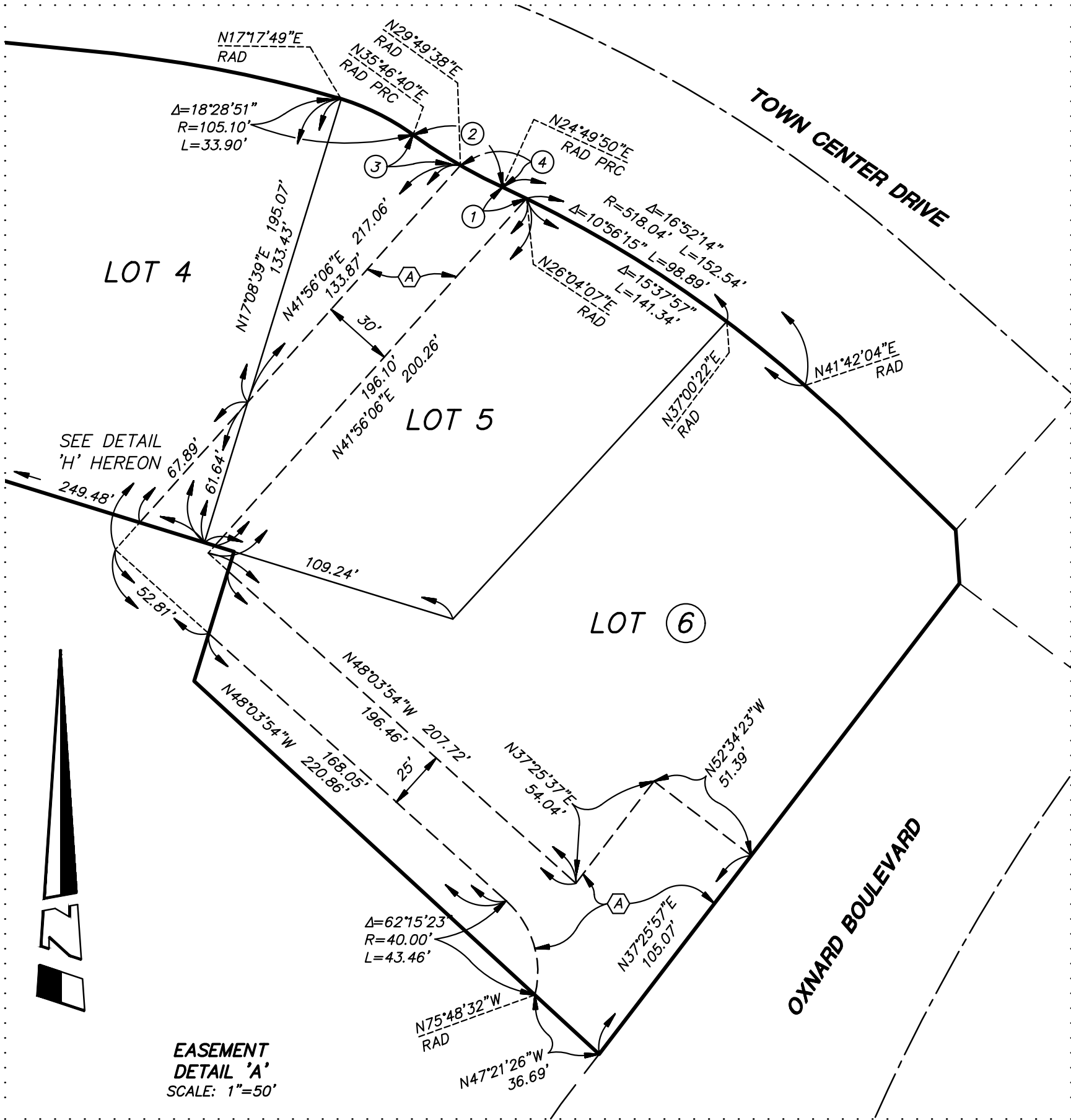
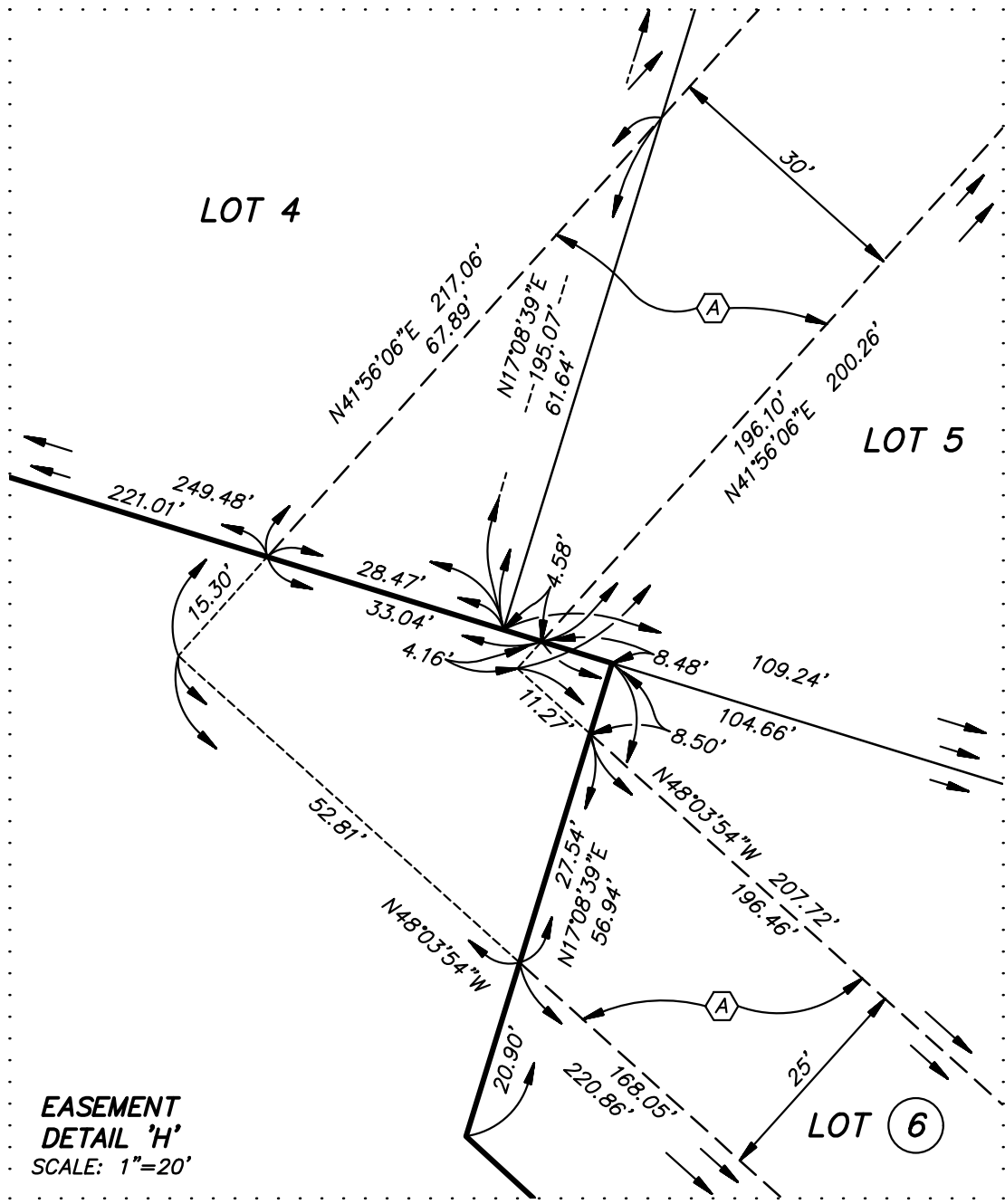
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HUITT-ZOLLARS

H.P. McNALLY JR., P.L.S. 6969



COURSE & CURVE DATA:
(THIS SHEET ONLY)

1	Δ=01°14'17" R=518.04' L=11.19'
2	Δ=10°56'50" R=228.37' L=43.63'
3	Δ=05°57'02" R=228.37' L=23.72'
4	Δ=04°59'48" R=228.37' L=19.92'
5	N84°15'19"W 10.66'
6	N75°59'49"E 1.85'
7	Δ=58°51'09" R=5.00' L=5.14'
8	N17°08'39"E 10.18'
9	Δ=58°51'09" R=5.00' L=5.14'
10	N41°42'30"W 1.85'
11	Δ=08°34'57" R=528.87' L=79.22'
12	Δ=02°01'02" R=528.87' L=18.62'
13	Δ=06°33'55" R=528.87' L=60.60'
14	N82°20'46"W 4.39'
15	N06°48'31"E 7.64'
16	Δ=05°19'36" R=474.65' L=44.13'
17	Δ=04°06'16" R=474.65' L=34.00'

EXISTING EASEMENTS

- (A) A NON-EXCLUSIVE EASEMENT FOR ACCESS FOR LANDSCAPE MAINTENANCE IN FAVOR OF THE CITY OF OXNARD RECORDED DECEMBER 13, 2007 AS INSTRUMENT NO. 20071213-00225576-0, OFFICIAL RECORDS.
- (B) AN EASEMENT FOR INGRESS, EGRESS AND MAINTENANCE PURPOSES IN FAVOR OF RIVERPARK HOTEL II, LLC RECORDED JUNE 2, 2017 AS INSTRUMENT NO. 20170602-00071677-0, OFFICIAL RECORDS.
- (D) AN EASEMENT FOR RECYCLED WATER PIPELINE AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF OXNARD RECORDED DECEMBER 29, 2017 AS INSTRUMENT NO. 20171229-00170546-0, OFFICIAL RECORDS.

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SEE SHEET 3 FOR BOUNDARY ESTABLISHMENT, BASIS OF BEARINGS, MONUMENT NOTES AND REFERENCES.

TRACT NO. 6004

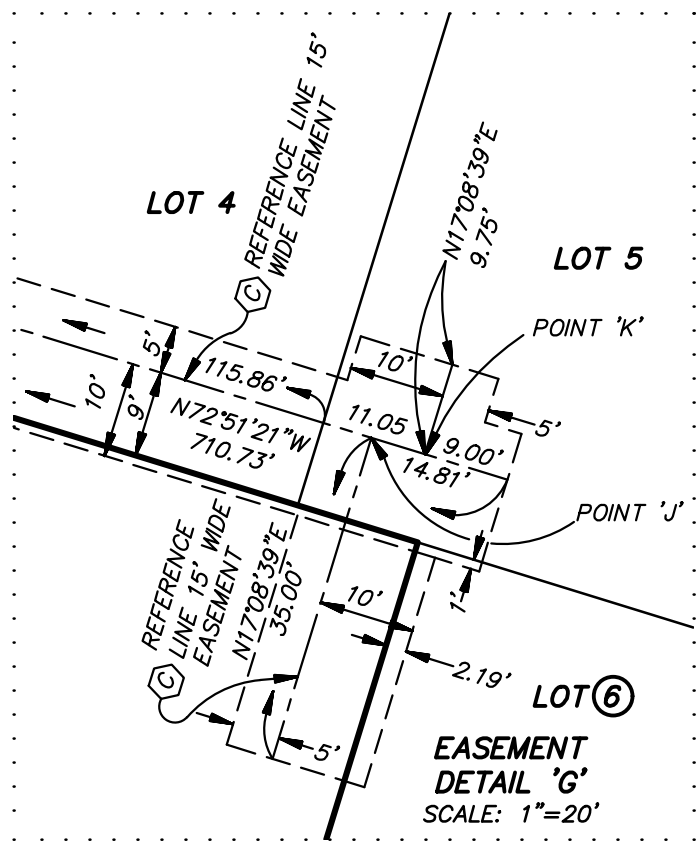
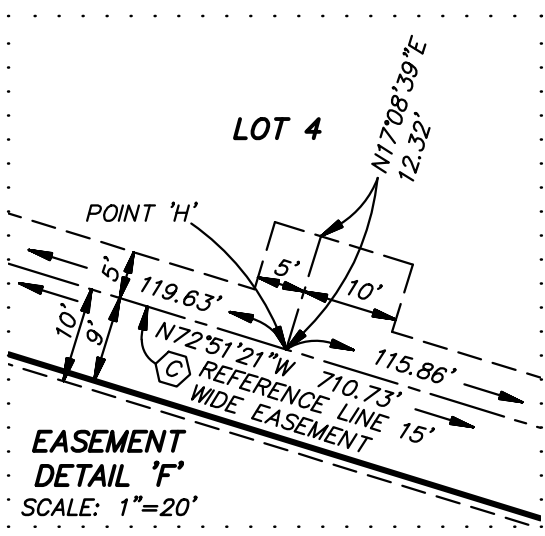
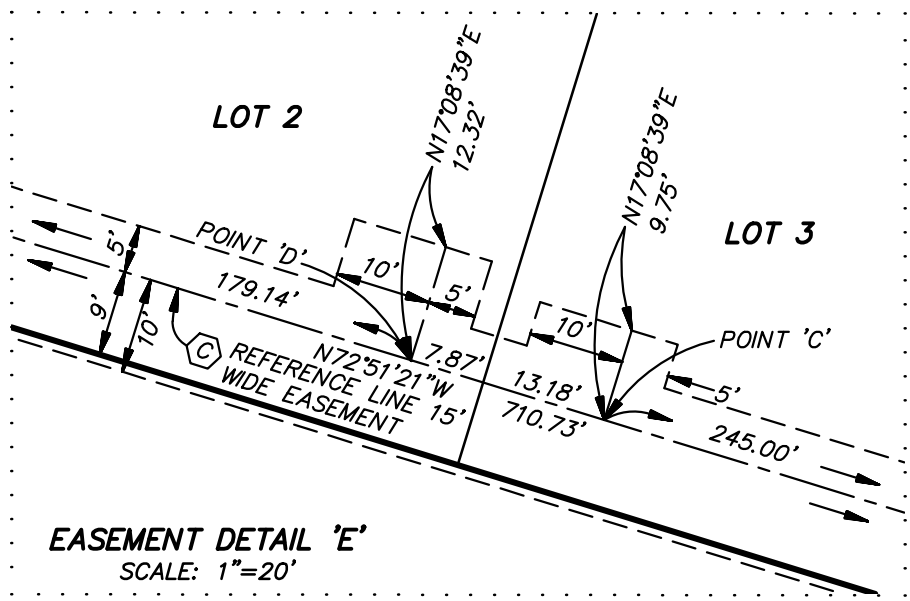
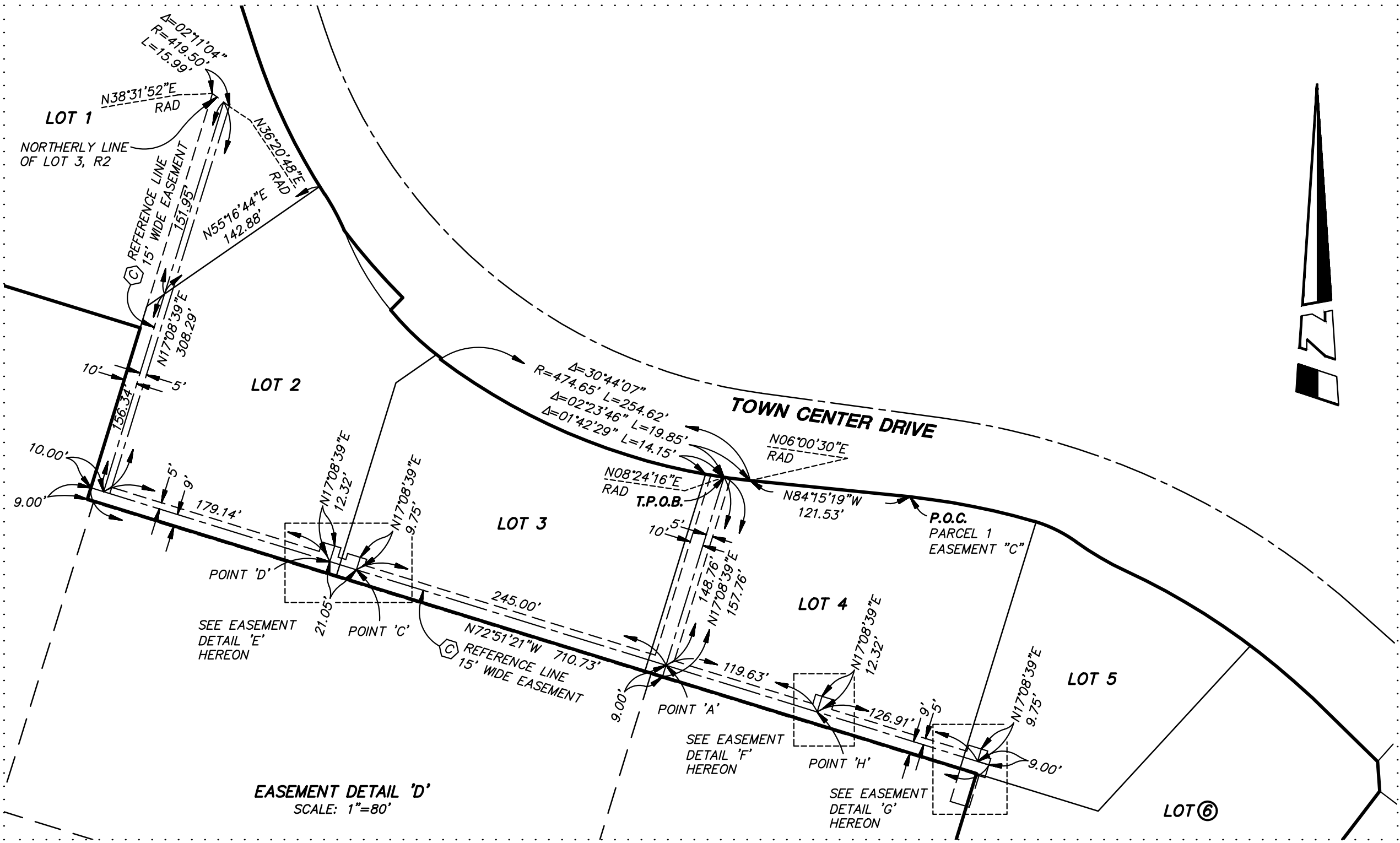
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H.P. McNALLY JR., P.L.S. 6969



EXISTING EASEMENTS



AN EASEMENT FOR WATER PIPELINE AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF OXNARD RECORDED DECEMBER 29, 2017 AS INSTRUMENT NO. 20171229-00170545-0, OFFICIAL RECORDS (LETTERED POINTS SHOWN HEREON ARE FROM DEED CALLS).



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.6.**

DATE: November 19, 2019

TO: City Council

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: Budget Appropriation for Highway 101-Rice Phase II Project.

RECOMMENDATION

That the City Council approves and authorizes a budget appropriation for the Highway 101-Rice Phase II (Project No. 163106) in the amount of \$494,975. (Public Works and Transportation Committee approved 3-0)

BACKGROUND

City Council previously approved total appropriations of \$1,307,413 to Highway 101-Rice Phase II (Project No. 163106) for on-going project expenses including legal services related to three lawsuits concerning the design and construction of the Rice Avenue/Santa Clara Avenue interchange on Highway 101. Construction of the Rice/101 Highway Interchange (Project Specification No. PW03-19, Project No. 873114) was completed in May 2015.

ANALYSIS/DISCUSSION

The City has exhausted the current fiscal year appropriation for on-going expenses related to the litigation concerning the design and construction of the Rice Avenue/Santa Clara Avenue Interchange at Highway 101 (Project No. 163106). The request will allocate additional funding to cover for anticipated legal and other professional services projected through June 30, 2020. City Council has been previously briefed on the specifics of each litigation matter in closed session and the litigation budgets remain unchanged.

ENVIRONMENTAL IMPACT

The requested action is administrative only; there is no environmental impact to fund additional legal and other professional services.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The requested action will appropriate \$494,975 from the Circulation System Improvement Fees Fund (354) to Project No. 163106 (Account Nos. 354-9718-826-8204 and -8209). Staff anticipates favorable resolution of the litigation in the Highway 101-Rice Phase II Project, eventually resulting in a settlement amount to be paid to the City in excess of \$494,975. If and when that happens, the first \$494,975 of settlement revenue will be credited back to Circulation System

Improvement Fees Fund 354, to make it whole for having advanced the legal and other professional services costs of the litigation.

In the event that the litigation is unsuccessful, and no settlement proceeds materialize, then the other funds that have contributed to the Rice/101 Interchange Project -- such as the Capital Outlay Fund (301), Air Pollution Fund (118), TDA/LTF Fund 212 (Transportation Development Act/Local Transportation Funds), among others -- will need to reimburse Fund 354 for their share of the \$494,975 of legal costs. In this way, Fund 354 would end up paying only its own share of the legal costs.

The projected FY19-20 ending unassigned fund balance of the Circulation System Improvement Fees Fund (354) is \$5.7 million net of this appropriation request.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on October 22, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jeffrey Lambert, Community Development Director

ATTACHMENTS

1. Budget Appropriation for Highway 101 - Rice Phase II (Project No. 163106)

REQUEST FOR BUDGET APPROPRIATION - FY 19-20

Department: Community Development
Project/Program
Manager: Cynthia Daniels

Date: November 19, 2019
Phone: 385-7871

Reason for Appropriation:

To fund anticipated Fiscal Year 19-20 expenses of litigation for legal and other professional services for the Hwy 101 - Rice Phase II Project (Project #163106) from Circulation System Improvement Fees Fund 354. Staff anticipates favorable resolution of the litigation in the Highway 101-Rice Phase II Project, eventually resulting in a settlement amount to be paid to the City in excess of \$494,975. If and when that happens, the first \$494,975 of settlement revenue will be credited back to Fund 354, to make it whole for having advanced the legal and other professional services costs of the litigation.

In the event that the litigation is unsuccessful, and no settlement proceeds materialize, then the other funds that have contributed to the Highway 101-Rice Phase II Project-- such as the Capital Outlay Fund (301), the Air Pollution Fund (118), the TDA/LTF Fund (212), (among others) -- will need to reimburse Fund 354 for their own fair share of the \$494,975 of legal and other professional services costs. In this way, Fund 354 would end up paying only its own fair share of the (ultimately unsuccessful) legal and other professional services costs.

Accounts and Descriptions**AMOUNT**

Fund: 354- CIRCULATION SYS. IMPR. FEES

Expenditures/Transfers Out**Hwy 101-Rice Phase II (Project 163106)**

354-9718-826-8204	Services - Legal Counsel	483,264
354-9718-826-8209	Services - Other Professional	<u>11,711</u>
	Sub-total Expenditures	<u>494,975</u>

Net Change to Fund Balance (494,975)

Approvals

Department Director

Jeffrey Lambert

Chief Financial Officer

Kevin Ripper

City Manager

Alex Nguyen



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.7.**

DATE: November 19, 2019

TO: City Council

FROM: Kevin Riper, Chief Financial Officer, (805) 385-7475, kevin.riper@oxnard.org

SUBJECT: Update to Administrative Manual Debt Collection Policy (D-23) and Resolution Authorizing Charge Off of Uncollectible Accounts.

RECOMMENDATION

That the City Council:

1. Receive and file an amendment to the Administrative Manual - Debt Collection Policy (D-23), which has already been approved by the City Manager and Deputy City Manager under their authority; and
2. Adopt a resolution delegating authority to charge off uncollectible accounts less than \$25,000 to the City Manager or his designee.

BACKGROUND

Generally accepted accounting standards require the City to estimate amounts owed to the City that may not be ultimately collected and to establish a reserve for such "bad debts" through an "allowance for uncollectible accounts." Past due accounts receivable are referred to a collection agency after the City has exhausted all reasonable efforts to collect the amount due. If the collection agency is also unsuccessful in collecting the debt, the amount will be "charged off" or "written off" the City's books. When this happens, the debt is still not forgiven, but it will no longer be reflected as accounts receivable on the City's books.

In connection with prior annual audits performed by Eadie+Payne, there were certain findings related to the City's treatment of accounts receivable and estimates of uncollectible accounts, including lack of sufficient policies and procedures that specify correct treatment for estimating the allowance for uncollectible accounts and bad debt expense. One of the auditors' recommendations states: "adjustments for allowances and/or write offs need to be approved by authorized personnel." The attached current Debt Collection Policy included in the Administrative Manual (item D-23) does not address the write off (charge off) of accounts receivable deemed to be uncollectible.

DISCUSSION

The attached amendment to item D-23 expands the policy to include charge offs and provides that the City Council must approve charge offs unless it delegates authority to charge off uncollectible accounts to the City Manager or his/her designee. This is a policy in the Administrative Manual, and as such, can and has been approved by the City Manager, so the Council does not need to adopt this policy. The attached resolution, which staff is asking the Council to adopt, provides such a delegation of authority to the City Manager to approve individual account charge offs less than \$25,000.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on

May 17, 2016.

FINANCIAL IMPACT

There is no financial impact. As the policy and the accompanying resolution both note, "A charge off of uncollectible accounts receivable from the City's accounting records does not constitute forgiveness of the debt or a gift of public funds."

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Donna Ventura, Assistant Chief Financial Officer

ATTACHMENTS

1. Current D-23 Policy
2. Revised D-23 Debt Collection Policy
3. Bad Debt Charge Off Authorization - Resolution
4. AR Bad Debt Policy & Procedures Final Approved

CITY OF OXNARD

ADMINISTRATIVE MANUAL

SUBJECT: Debt Collection Policy	ITEM NUMBER	PAGE
EFFECTIVE DATE: January 1, 2015	D-23	1 of 1

PURPOSE

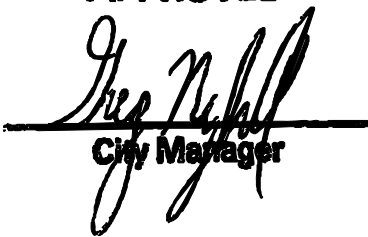
To provide a uniform and cost-effective method to improve the debt collection revenues of the City.

AUTHORITY

City Council Resolution No. 14,670 adopted June 24, 2014, establishes financial management policies and provides that staff will take all cost-effective actions available to collect revenues.

POLICY

After any administrative procedures for appeal of debt owed to the City have been exhausted, the department providing the services for which the debt is owed shall prepare and send a 10-day collection notice on the form provided by the Office of the City Attorney. The department shall submit to the City's debt collection vendor each account remaining uncollected after the 10-day response period in accordance with the procedures established through the vendor's contract with the City.

APPROVED
City Manager

CITY OF OXNARD

ADMINISTRATIVE MANUAL

SUBJECT: Debt Collection Policy	ITEM NUMBER	PAGE
EFFECTIVE DATE: November 19, 2019	D-23	1 of 2

PURPOSE

To provide a uniform and cost-effective method to improve the debt collection revenues of the City

AUTHORITY

City Council Resolution No. 15,243, adopted June 18, 2019, establishes financial management policies and provides that staff will take all cost-effective actions available to collect revenues.

POLICY

It is the policy of the City of Oxnard to actively pursue collection of past-due accounts receivable, regularly review the status of past due accounts, and charge off (on an annual basis at fiscal year-end, unless definitively deemed uncollectible during the year) amounts determined to be uncollectible. After exhausting reasonable efforts to collect past due accounts, the department providing the services for which the debt is owed shall prepare and send a ten-day collection notice that is substantially similar to the form provided by the Office of the City Attorney (see Appendix A). The department shall submit to the City's debt collection vendor each account at least 60 days past due and remaining uncollected after the ten-day response period, in accordance with the procedures established through the vendor's contract with the City. A charge off of uncollectible accounts receivable from the City's accounting records does not constitute forgiveness of the debt or a gift of public funds. Authorization to charge off accounts receivable must be approved by the City Council unless such authorization is delegated by City Council to the City Manager or his/her designee.

CITY OF OXNARD
ADMINISTRATIVE MANUAL

SUBJECT: Debt Collection Policy

ITEM
NUMBER

PAGE

EFFECTIVE DATE: November 19, 2019

D-23

2 of 2

APPENDIX A

Office of the City Attorney

305 West Third Street, Suite 100E
Oxnard, California 93030
(805) 385-7483
Fax (805) 385-7423



May 29, 2019

NAME(S)

ADDRESS

OXNARD, CA 93030

Re: Outstanding Balance on Type of Account
Account No. [REDACTED]

Dear [REDACTED]:

The [REDACTED] Department for the City of Oxnard has forwarded your account to this office for collection. Unless payment of \$ [REDACTED] is received by the [REDACTED] Department within ten (10) days of the date of this letter, the City will forward your account to an outside collection agency or may initiate legal action without further notice to collect the outstanding balance on your City Type of Account account.

My sincere hope is that these steps will not be necessary, and that you will make arrangements to pay in full immediately.

If you are unable to pay the entire balance owing, please call [REDACTED] Contact Name, [REDACTED] Dept/Div Name, within ten (10) days of the date of this letter to see if you may be eligible for a payment plan.

If there are any questions, please contact [REDACTED] Contact Name, [REDACTED] Dept/Div Name, between the hours of 8:00 a.m. to 6:00 p.m., Monday through Thursday, at (805) [REDACTED].

Very truly yours,

Stephen M. Fischer
City Attorney

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ESTABLISHING AUTHORITY FOR CHARGING OFF BAD DEBTS

WHEREAS, the City has established a bad debt policy (Item D-23 in the Administrative Manual) that describes required steps to pursue collection of past due accounts receivable;

WHEREAS, the City Council wishes to delegate authority to the City Manager to charge off certain accounts receivable deemed to be uncollectible (bad debts);

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves that authorization to charge off accounts receivable must be approved by the City Council except when the amount of any individual account charge off is less than \$25,000, in which case the City Manager is delegated authority to approve the charge off. The City Manager may, in turn, delegate some or all of this authority to the Chief Financial Officer and/or the City Treasurer depending upon the function and position identified in the City Ordinance having authority over the account being charged off.

A charge off of uncollectible accounts receivable from the City's accounting records does not constitute forgiveness of the debt or a gift of public funds.

PASSED AND ADOPTED on this 19th day of November, 2019, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

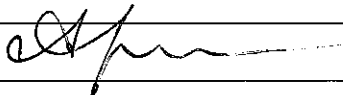
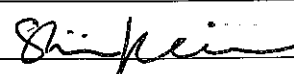
APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

City of Oxnard Administrative Policies and Procedures

ACCOUNTS RECEIVABLE & BAD DEBT POLICY AND PROCEDURES

Effective July 1, 2019

Approved by: Alexander Nguyen, City Manager 	Approved by: Shiri Klima, Deputy City Manager 
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PURPOSE:

To establish policies and procedures for providing adequate internal controls over receivables, allowance for uncollectible accounts, and write-off of accounts receivable, and to ensure that all reasonable diligence has been used to account for and collect City revenues.

Types of receivables covered by this policy include but are not limited to: business license tax, transient occupancy tax, utility billings, regulatory and development impact fees, fees for services, waste disposal fees, code compliance, recovery for damage to City property, fines and penalties, recovery of expenditures from granting agencies, and legal judgments.

The City of Oxnard accounts receivable billing process is decentralized. Each administering department shall designate one or more persons responsible for their respective billing programs, which includes generation and distribution of invoices. Each program manager shall be responsible for ensuring reasonable collection efforts.

POLICY (Administrative Manual Section D-23):

It is the policy of the City of Oxnard to actively pursue collection of past-due accounts receivable, regularly review the status of past-due accounts, and write-off (on an annual basis at fiscal year-end, unless definitively deemed uncollectible during the year) amounts determined to be uncollectible. After exhausting reasonable efforts to collect past due accounts, the department providing the services for which the debt is owed shall prepare and send a ten-day collection notice on the form provided by the Office of the City Attorney (see Appendix A). The department shall submit to the City's debt collection vendor each account at least 60 days past due and remaining uncollected after the ten-day response period, in accordance with the procedures established through the vendor's contract with the City. A write-off of uncollectible accounts receivable from the City's accounting records does not constitute forgiveness of the debt or a gift of public funds. Authorization to write-off accounts receivable must be approved by the City Council unless such authorization is delegated by City Council to the City Manager or his/her designee. (See Resolution No. _____ for such delegation.)

PROCEDURES:

I. BILLING

The City's billing process is currently decentralized and invoices may be issued by the department administering the service or debt due. Types of receivables covered by this policy include but are not limited to: business license tax; transient occupancy tax; utility billings; regulatory and development impact fees; fees for services; recovery for damage to City property; fines and penalties; recovery of expenditures from granting agencies, and legal judgments. The preferred method of billing is through the accounts receivable module of the City's financial system;

City of Oxnard Administrative Policies and Procedures

ACCOUNTS RECEIVABLE & BAD DEBT POLICY AND PROCEDURES

Effective July 1, 2019

however, in some circumstances, invoices may be created manually and recorded via journal entry (see attached template in Appendix B). All invoices should meet the following requirements:

- A. Each invoice shall be sequentially numbered and contain the name, address, and telephone number, if available, of the debtor, amount due to the City and a description of the goods, services, or other debt being billed. Invoices must be mailed promptly and contain clear, detailed information.
- B. Invoices shall be generated for any debt to the City.
- C. Invoices shall abide by all relevant resolutions, ordinances and regulatory agency guidance.

II. AGED RECEIVABLES AND DELINQUENCY MONITORING

Accounts receivable aging reports provide information regarding the length of time a debt has been outstanding and whether an account is current or delinquent. These reports are management tools that allow for analysis and review of current and past due invoices. Accounting standards require debt records to be maintained in a manner that provides information regarding payment status of the debt. Accounts receivable aging reports will be generated to facilitate the analysis of the aging of such receivables: less than 30 days, 30-60 days, 61-90 days, 91-120 days, over 120 days.

- A. For billings managed through the accounts receivable module, the Finance Department will run the accounts receivable aging report monthly and send to the responsible departments a listing of invoices over 30 days past due to contact their customers about payment status.
 1. The Finance Department will generate a statement for each customer with invoices over 30 days past due along with the City Attorney's ten-day notice letter (see Appendix A).
 2. If accounts remain outstanding 60 days past the due date, the outstanding debt will be referred to the City's debt collection vendor, unless the responsible department provides a reasonable explanation of extenuating circumstances to not refer the account to collection vendor.
 3. The City Council must approve any property liens placed due to non-payment of invoices.
- B. For billings managed outside the accounts receivable module (e.g., utility billings managed in a separate module by Treasury Department, Police Department billings managed by third party), the administering department must monitor the receivables and collections in accordance with this policy.
 1. On a regular basis (at least monthly), the administering department will monitor status of accounts receivable and make reasonable efforts to collect amounts due. Accounts past due 60 days or more should be referred to the City's debt collection vendor.
 2. On an annual basis, within fifteen business days following year-end, the administering department will forward an accounts receivable aging to the Finance Department.
 3. On an annual basis, the administering departments must submit to the Finance Department a detailed listing of any proposed accounts to write-off with justification for write-off. (See Allowance for Doubtful Accounts and Write-off of Uncollectible Accounts below.)
- C. Interest and Penalties: The City may assess interest on unpaid debt to the City, as authorized by state law. The City's policy is to assess a penalty of 10% on utility service bills not paid within one month after the billing date.

City of Oxnard Administrative Policies and Procedures

ACCOUNTS RECEIVABLE & BAD DEBT POLICY AND PROCEDURES

Effective July 1, 2019

III. PAYMENT AND REFUND PROCESSING

A. Installment Payment Plans

Payment plans may be arranged depending on the type of debt and amount involved. A formal, signed agreement by the debtor in a form approved by the City Attorney will be written to provide a payment schedule for the debtor, including a statement that renders the arrangement null and void if payments are not made as agreed. The entire balance will be due if the debtor defaults on the agreement. The installment schedule shall not exceed one year.

B. Promissory Notes

In certain situations, a promissory note may be used as a form of payment plan. The debtor signs the promissory note for the amount due plus accrued interest, currently at 10% and not to exceed 1 year. The City may choose to take the promissory note to the County recorder's office for official recording, and the City may pursue legal action if the payments are not made on schedule.

C. Refunds

Payments received in error, or paid in excess of the invoice total, will be refunded to the payer by check or electronically.

A request for refund form must be submitted to the Finance Department for review and approval. The form must be accompanied by proof of original payment, such as a copy of the canceled check or a bank statement showing the amount was debited electronically. This ensures that the original payment has cleared the bank and that the refund is being issued to the appropriate party. If a copy of the canceled check is not available, other acceptable proof of payment may be accepted on a case by case basis. Refund requests for utility bills are governed by Resolution Number 15,069 and requests for penalty fee waivers and debt forgiveness are governed by Resolution Number 15,043. Refund requests for overpayment of business taxes are governed by City Code Section 11-23.

D. Depositing of Funds from Grantors, Developers, Partners and Other Entities

Certain transactions (e.g. grants, developer fees, etc.) involve agreements, resolutions and/or ordinances which specify amounts to be paid as reimbursement for previous or future City expenditures. In order to ensure proper accounting, these amounts should be entered into the accounts receivable module of the City's financial system by the Finance Department. A copy of the invoice and backup must be sent to the Finance Department's Accounting Division as supporting documentation and a written notification must be sent to City Treasurer's office with proper project and account coding for processing of payments received.

E. Vendor Offset

The purpose of vendor offset is to provide the City with an additional method for collection of past due amounts (90 days delinquent or greater) owed primarily by businesses or individuals acting in a business capacity. Payments due may be withheld in full or in part to satisfy a debt due the City if allowed by federal, State, or local law.

City of Oxnard Administrative Policies and Procedures

ACCOUNTS RECEIVABLE & BAD DEBT POLICY AND PROCEDURES

Effective July 1, 2019

IV. ALLOWANCE FOR DOUBTFUL ACCOUNTS & WRITE-OFF OF UNCOLLECTIBLE ACCOUNTS

Collection efforts shall be performed for a period equivalent to the statute of limitations or sooner. If bankruptcy has been discharged for the account, a business no longer exists, or an individual is deceased, such amounts may be written off upon appropriate authorization.

A. Allowance for Uncollectible Accounts

Each department will monitor its respective receivables and may provide input to the allowance formula and write-off criteria; the Finance Department is responsible for determining the appropriate allowance level and deciding whether an account balance should be written off in accordance with generally accepted accounting principles.

1. Allowance for uncollectible accounts managed through the accounts receivable module will be initially established at 90% of the balance of outstanding invoices greater than 120 days past due at each year-end.
2. Utility billing allowance will be established at approximately 2% of the utility billing receivable balance at June 30th of each fiscal year.
3. The Finance Department will re-evaluate allowances annually and adjust to reflect historical experience with write-offs, trends in receivable aging and the current economic environment.

B. Write-off of uncollectible accounts:

Acceptable reasons for writing off a receivable account include:

- **Discharged Bankruptcy.** The account has been discharged through bankruptcy court, and the file has been noted with the date filed, number, court district, and date of discharge.
 - **Deceased.** The debtor is deceased with no estate.
 - **Invalid Referral.** The account was assigned in error. A billing should not have been generated.
 - **No Judgment.** The debt was reviewed by a court, and the court determined that the debt could not be substantiated.
 - **Statute of Limitations.** The statute of limitations has expired (usually after four years) without payment or promise of payment since the last transaction date.
 - **Amount Does Not Warrant Further Effort.** No response to demand for payment. Further pursuit would not be cost effective.
1. A memo documenting the detail of the receivable(s) (purpose, principal, interest, date of original transaction) and the rationale for writing off the receivable as uncollectible, shall be approved by the department director or designee and forwarded to the CFO. The responsible department and the Finance Department will jointly request City Council approval of the write-off, or City Manager approval if such authorization has been delegated by City Council via resolution.

City of Oxnard Administrative Policies and Procedures

ACCOUNTS RECEIVABLE & BAD DEBT POLICY AND PROCEDURES

Effective July 1, 2019

2. For any account written-off, customer information will be retained in the accounts receivable module in order to have continued enforcement of service denied on credit until previously written-off balances have been paid in full. If an account was mistakenly written-off or a previously uncollectible amount is received after being written-off, the account may be reactivated.

C. Adjusted, Voided, or Reversed Transactions

When a department adjusts, voids, or reverses a transaction for any reason, appropriate supporting notes or documentation are to be retained in the customer's account file. In addition, a note should be placed on the customer's account in the City's financial system's accounts receivable module.

V. ACCRUING RECEIVABLES

Accrued receivables include revenue from property and sales tax, transient occupancy tax (hotel tax), franchise fees, utility billings, business licenses, PEG fees, miscellaneous receivables and grant revenue. The criteria for recognizing federal, State and other governmental aid revenues are outlined below:

- A. Federal, State and other governmental aid revenues will be accrued if any cost associated with a grant or allocation has been incurred in the current fiscal year. The criteria for recognizing governmental aid revenues is necessary to match program expenditures with related funding sources and provide an accurate accounting of revenue earned during the year.
- B. All other revenues will be recognized using the modified accrual basis, which means that revenue is recognized if the amount is measurable and will be available to finance current expenditures and the year-end liabilities of the fund.
- C. Transactions requiring revenue accrual:
 1. Receipts over \$5,000 that are received in July and August related to prior fiscal year services
 - a. Enter "Accrue FY 20XX-XX (prior FY)" in the description column in the system
 2. Grants – Eligible expenditures incurred and expected to be reimbursed within one year following fiscal year-end. Revenue accrual schedule completed by each administering department.
 3. Receipts over \$100,000 that are received between September 1 and October 31 related to revenue earned in prior fiscal year that have not been previously accrued
 - a. Receiving department provides a copy of the receipt to the Finance Department for review and accrual.

VI. RESPONSIBILITIES:

Each department shall designate one or more persons responsible for its respective billing programs. Each program manager shall be responsible for ensuring reasonable collections, including any rejected payments or returned (NSF) checks. The Finance Department shall be responsible for ensuring compliance with this policy.

City of Oxnard Administrative Policies and Procedures

ACCOUNTS RECEIVABLE & BAD DEBT POLICY AND PROCEDURES

Effective July 1, 2019

A. Receiving Department

1. The Treasurer's Office receives cash from four sources: through the mail, at a public counter, electronic payments via EFT/wire transfers, and from the various City departments.
2. The department that receives cash receipts must forward those receipts to the Treasurer's Office for deposit.
3. For revenue that has been accrued, once the receiving department receives the revenue, it is to notify the appropriate accountant in the Finance Department who will reverse the accrual in the year it is received (debit revenue, credit receivable).

City of Oxnard Administrative Policies and Procedures

ACCOUNTS RECEIVABLE & BAD DEBT POLICY AND PROCEDURES

Effective July 1, 2019

GLOSSARY

Account Receivable - Asset of City reflecting a debt that is owed to the City that has not yet been received by the City.

Accounts Receivable Aging Analysis – A report that lists the debtor name, invoice date, invoice number, and amount due sorted by delinquency status: less than 30 days, 30-60 days, 61-90 days, 91-120 days, over 120 days. This information is used to identify problem accounts and to determine which accounts may be uncollectible.

Accounts Receivable System – A system used to record all bills that have been issued to customers/debtors. It has the capacity to track outstanding accounts and facilitate follow up on delinquent accounts.

Allowance for Bad Debts: An allowance for bad debts is an estimate of uncollectible accounts receivable. It is identified as a contra asset account and netted against accounts receivable on the City's statement of net position/balance sheet. When the allowance is first established and updated annually, a journal entry is recorded to debit bad debt expense and credit the allowance for bad debts.

Bad Debt Expense: Bad debt expense represents the estimated uncollectible accounts for the fiscal year that is included in the Statement of Revenues and Expenditures in the City's financial statements.

Debtor - Person, business or other entity that owes amounts to the City based on contractual arrangements, services rendered, judgments entered, or for taxes due.

Past Due - An account is past due if City has not received payment of a charge by the due date; usually within 30 days, with exception of retiree or leave of absence benefits, which are due within ten days of invoice date.

Uncollectible Accounts Receivable: Generally accepted accounting principles require that a determination be made between receivables deemed to be collectible and those considered uncollectible. Uncollectible accounts receivable include outstanding accounts that are legally determined to be without merit, costs of recovering asset will exceed potential recovery, and/or the debtor cannot be located or is bankrupt.

Write-Off – If all collection efforts have been exhausted and the account is either considered to be uncollectible or the amount owed is too small to warrant further collection efforts, the amount may be written off of the account. The journal entry will be to debit the allowance for bad debts and credit accounts receivable after approval by the City Council or City Manager, as authorized per resolution.

City of Oxnard Administrative Policies and Procedures

ACCOUNTS RECEIVABLE & BAD DEBT POLICY AND PROCEDURES

Effective July 1, 2019

Single Audit findings related to accounts receivable and bad debts:

- 2015-051 Accounts Receivable reconciliation to general ledger: *Implemented in FY2018-19. Part of quarterly reconciliation process.*
- 2015-052 Aging and Collections for Utilities not centralized in Finance. Utility posting not tied to general ledger posting: *Partially implemented in FY2018-19. Utility posting to general ledger reconciliation is part of monthly bank reconciliation process. Treasury reconciles utilities receivable due to decentralized operations.*
- 2015-053 Receivable Aging reports not reviewed by Finance for Allowance:**
Miscellaneous receivables are reviewed monthly for delinquent accounts. A list is created with documentation to be submitted to collection agency.
- 2015-054 Written policies and procedures for allowance of uncollectible accounts:**
Implementation targeted for July 1, 2019.
- 2015-055 Grants Management: *Decentralized, Asst. CFO and grant accountants to work with various departments for review of accruals and deferred revenues.*
- 2015-056 Grant receivable were not tracked and reconciled to the general ledger on a monthly basis: *Decentralized, Asst. CFO and grant accountants to work with various departments for review of accruals and deferred revenues.*
- 2015-057 FEMA: *Decentralized, Asst. CFO and grant accountants to work with various departments for review of accruals and deferred revenues.*
- 2017-014 Repeat of 2015-055 and 2015-056 Grant revenue cycle: *Decentralized, Asst. CFO and grant accountants to work with various departments for review of accruals and deferred revenues.*
- 2018-011 Repeat of 2015-051, 2015-053, 2015-054 Non grant revenue cycle: *Management Accountant implemented major revenue tracking FY2017-2018. Implementation of written procedure for allowance methodology targeted for July 1, 2019.*

City of Oxnard Administrative Policies and Procedures

ACCOUNTS RECEIVABLE & BAD DEBT POLICY AND PROCEDURES

Effective July 1, 2019

APPENDIX A

City Attorney "Ten Day" Letter Template

Office of the City Attorney

305 West Third Street, Suite 100E
Oxnard, California 93030
(805) 385-7483
Fax (805) 385-7423



May 29, 2019

NAME(S)

ADDRESS

OXNARD, CA 93030

Re: Outstanding Balance on Type of Account
Account No.

Dear Dear:

The Department for the City of Oxnard has forwarded your account to this office for collection. Unless payment of \$ is received by the Department within ten (10) days of the date of this letter, the City will forward your account to an outside collection agency or may initiate legal action without further notice to collect the outstanding balance on your City Type of Account account.

My sincere hope is that these steps will not be necessary, and that you will make arrangements to pay in full immediately.

If you are unable to pay the entire balance owing, please call Contact Name, Dept/Div Name, within ten (10) days of the date of this letter to see if you may be eligible for a payment plan.

If there are any questions, please contact Contact Name, Dept/Div Name, between the hours of 8:00 a.m. to 6:00 p.m., Monday through Thursday, at (805) .

Very truly yours,

Stephen M. Fischer
City Attorney



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.8.**

DATE: November 19, 2019

TO: City Council

FROM: Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org

SUBJECT: Resolution Amending the City-Wide Classification and Salary Resolution and Amending the Position Control Resolution for Public Works.

RECOMMENDATION

That the City Council Approve the Resolutions Amending the City-Wide Classification and Salary Resolution and Amending the Position Control Resolution for Public Works.

BACKGROUND

Assistant Public Works Director

Public Works is the largest department in the City with twelve divisions and almost 500 employees. Currently, Public Works has one director and two assistant directors to manage all of these divisions and employees. Staff is requesting one more Assistant Public Works Director position. Staff anticipates the funding breakdown for this position as follows:

- General Fund: 30 percent
- Water: 30 percent
- Wastewater: 20 percent
- Environmental Resources: 20 percent

When assisting with special projects, this position will charge time to those funding sources.

The Department has been working to increase efficiency and productivity, but moving the department to the next stage will require another Assistant Public Works Director. The responsibilities of the new Assistant Director would include the following:

PW Department –Non-Utilities

- Coordinate with Communications Manager on messaging, press releases, social media and outreach
- Coordinate organizational efficiency studies
- Master planning
- Coordinate training and education

Utilities

- Update water agreements with third parties
- Update current utilities infrastructure and assets program
- Manage utilities' grants program (loan application, grant seeking, evaluate and improve application outcomes)
- Apply for American Public Works Association (APWA) certifications
- Master planning
- Coordinate with Communications Manager on utilities' messaging, branding, press releases, social media and outreach
- Coordinate organizational efficiency studies

Special Projects

- Assist Engineering Division with seawalls project, including outreach and customer relations

Water Treatment Operators

Over the last ten years, water agencies have seen an increasing shortage in the Water Treatment Operator classification. This may have occurred due to the State creating stricter certification standards that job candidates and employees must meet to operate water treatment facilities. Due to this shortage in the labor force, agencies have been forced to create more creative programs to train their own employees to meet these new standards as well as increase salaries to remain competitive in the market.

Over the last 12 months, the City has been continuously recruiting candidates for Water Plant Operator III (WPO III), which is the full journey level classification needed to operate the plant independently. Unfortunately, in that time period the City has only netted two candidates and continues to carry three vacancies out of a total of eight allocated positions. This has led to the State making clear its concerns over our ability to operate our plant within the regulations that are proscribed for a plant of our size and complexity. Additionally, the State has expressed concerns over the City's ability to bring the advanced water purification facility (AWPF) fully online as planned.

Staff has performed an analysis of both the classification as well as the salary range for the WPO III and has found that the City is approximately 24% under the salary ranges of our competitors for the same level of operator. To address this, staff is proposing to flatten the organizational structure by eliminating the Chief Operator classification that could be seen as a redundant position. This will then allow us to move the Senior WPO into the salary range of the Chief, which will have a cascading effect for the WPO III to move into the senior salary range, and so forth. The end result of this change in scales will be the elimination of the 24% pay gap, which should result in the City increasing its success in recruiting for this critical position. With this change we expect to see an increase in applicants as we will have brought our salary within range of other local agencies.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The financial impact for the Assistant Director of Public Works for the remainder of the FY19/20 will be approximately \$146,000 and is split 70 percent from Utilities and 30 percent from General Fund. The financial impact for the changes to the Water Treatment Operators for the remainder of the fiscal year will be approximately \$10,000 collectively for all three positions, which is available in the Water Utility budget. Thus, the total financial impact for both items in this report is approximately \$156,000.

No additional budget appropriation is required for the remainder of the FY19/20 budget.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Steve Naveau, Human Resources Director, Rosemarie Gaglione, Public Works Director

ATTACHMENTS

1. Allocation Reso Public Works 111919
2. Class and Salary Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING
 RESOLUTION NO. 15,241 AUTHORIZING FULL-TIME EQUIVALENT POSITIONS
 PURSUANT TO CHAPTER 4 OF THE CITY PERSONNEL RULES AND REGULATIONS

WHEREAS, Chapter 4, Section 4.7 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager from time to time may revise the number of positions in each classification as necessary to perform the work of the classification, provided that the total expense to be incurred for such work shall be limited to the amount appropriated by the City Council for the classification; and

WHEREAS, the City Council has reviewed the revisions and finds that they are desirable and in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to amend Exhibit "A" of Resolution No. 15,241 with the following changes to the adopted FY19/20 position allocations as specified:

<u>Department</u>	<u>Title</u>	Adopted 19/20	Proposed Change	New Allocation
Public Works	Assistant Director of Public Works	2	1	3
GRAND TOTAL		2	1	3

PASSED AND ADOPTED this 19th day of November, 2019, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN:

 Tim Flynn, Mayor

ATTEST:

 Michelle Ascension, City Clerk

APPROVED AS TO FORM:

 Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING
RESOLUTION NO. 15,242 AUTHORIZING AND APPROVING CLASSIFICATION AND SALARY
SCHEDULES PURSUANT TO CHAPTER 4 OF THE CITY PERSONNEL RULES AND
REGULATIONS

WHEREAS, Chapter 4, Article 4.5 of the City of Oxnard Personnel Rules and Regulations requires that the City of Oxnard classification listing all classes of positions in the general city service be established by resolution of the City Council; and,

WHEREAS, Chapter 4, Article 4.7 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager from time to time may revise the number of positions in each classification as necessary to perform the work of the classification, provided that the total expense to be incurred for such work shall be limited to the amount appropriated by the City Council for the classification; and,

WHEREAS, Chapter 4, Article 4.8 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager shall recommend to the City Council the creation of a new or additional position allocated to an existing class whenever possible; otherwise, the City Manager shall recommend to the City Council the creation of a new classification; and,

WHEREAS, Chapter 4, Article 4.9 of the City of Oxnard Personnel Rules and Regulations requires City Council approval to establish a new classification title and salary range.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to amend Exhibit "A" of Resolution No. 15,242 in accordance with Chapter 4, Articles 4.5, 4.7, 4.8 and 4.9 of the City of Oxnard Personnel Rules and Regulations, by modifying the following four (4) classifications salary ranges as follows:

Salary Grade	Classification Title	FLSA Status	Union Code	Compensation Frequency	Salary Range
BHN116	Water Treatment Operator III	Non-Exempt	IUOE.	Hourly	\$65,266.86 - \$87,969.44
TBD	Sr Water Treatment Operator	Non-Exempt	IUOE.	Hourly	\$74,755.61 - \$100,759.98

PASSED AND ADOPTED this 19th day of November, 2019, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascension, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.9.**

DATE: November 19, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Award Contract A-8190 for Route 23 Bus Stop Installation Project to Toro Enterprises, Inc.

RECOMMENDATION

That the City Council:

1. Award and authorize the Mayor to execute Agreement A-8190 in the amount of \$765,294.50 for the Route 23 Bus Stop Installation Project PW 19-81 with Toro Enterprises, Inc.;
2. Approve \$76,529 for Project contingency for the Route 23 Bus Stop Installation Project;
3. Approve \$76,529 for engineering, inspection, survey and project management for the Route 23 Bus Stop Installation Project; and
4. Approve a Budget Appropriation of \$859,592 for the Route 23 Bus Stop Installation Project. This amount includes \$468,963 from the Air Pollution Buy Down fund (118) and an increase in Congestion Mitigation Air Quality (CMAQ) grant revenue fund (275) in the amount of, \$390,629 for project 203105.

BACKGROUND

The Route 23 Bus Stop Installation Project, as identified in the 2019-2024 Capital Improvement Program, consists of installing new bus stops at multiple locations on new Gold Coast Transit District Route 23 along Ventura Boulevard.

These new bus stop locations include:

Saviors Road and Pleasant Valley Road
 Hueneme Road and Courtland Street
 Ventura Road and Hemlock Street
 Ventura Road and Devonshire Drive
 Ventura Road and Ivywood Drive
 Vineyard Avenue and H Street
 Vineyard Avenue and Oxnard Boulevard
 Vineyard Avenue and H Street
 Ventura Road and 9th Street
 Ventura Road and Channel Islands
 Saviers Road and Hood Way
 Saviers Road and Clara Street.

The specific work for this Project includes furnishing all necessary labor, tools, materials, equipment, work signs, traffic control and incidentals to provide new bus stop pads, signs, and benches.

DISCUSSION

The notice inviting formal bids (NIFB) on the Project was published on August 15, 2019, and all bids were due on October 7, 2019. The City received the bids listed below:

FS Contractors, Inc.: \$520,965.00
Toro Enterprises, Inc.: \$765,294.50

The lowest bidder was FS Contractors, Inc., however they withdrew their bid due to clerical errors in the bid which made the bid materially different than intended. Toro Enterprises, Inc. was the second lowest bidder and its bid is responsive to the City's NIFB. Following this determination, staff reviewed all documentation received from Toro and its subcontractors. Staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that either the contractor or its subcontractor is not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. Thus, staff recommends that the City Council award the contract for this Project to Toro Enterprises, Inc.

City Council previously allocated a total of \$58,761, consisting of \$52,021 of Federal Congestion Mitigation Air Quality (CMAQ) transportation grant funding (Fund 275), and \$6,740 of Air Pollution Buydown Fee (Fund 118). Staff is requesting an appropriation of \$468,963 from Air Pollution Buydown Fee (Fund 118), which includes \$76,529 for Project contingency (10% of the contract cost) and \$76,529 (10% of the contract cost) for engineering services, which includes City Staff time to perform engineering, inspection, survey and project management. An additional \$390,629 in CMAQ funding (Fund 275) has been awarded. The total appropriation request of \$859,592 (\$468,963 of Air Pollution Buydown Fee - Fund 118 and \$390,629 CMAQ funds - Fund 275) will increase the total budget in the project to \$918,353.

The work is tentatively scheduled to begin in December 2019 and continue through the end of January 2020. Door hanger notices will be placed at all of the residences in the Project area and signs will be posted along the work route.

STRATEGIC PRIORITIES

This item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve the City's infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

FINANCIAL IMPACT

Approval of this recommendation will appropriate \$468,963 from the fund balance of Air Pollution Buydown Fee (Fund 118) and, recognize and appropriate \$390,629 of additional Federal CMAQ grant revenue (Fund 275). The projected FY2019-20 ending unassigned fund balance of Air Pollution Buydown Fee (Fund 118) is \$0.5 million net of this appropriation request.

COMMITTEE OUTCOME

This project was approved as part of the 2019-2024 Five Year Capital Improvement Program and did not originate in Committee.

Prepared by: Debbie O'Leary, Transportation Planner

ATTACHMENTS

1. Toro Bid Package Route 23 Bus Stop Project PW 19-81

2. CORRECTED PW 19-81 Bid Tabulation Route 23 Bus Stop Installation Project (1)
3. A-8190 Toro Route 23 Bus Stop Installation PW 19-81
4. Bus Stop BA

BID PACKET



FOR ROUTE 23 BUS STOP INSTALLATION PROJECT

SPECIFICATION NO. PW 19-81

Submitted by:

Contractor's Name: TORO ENTERPRISES, INC.

Address: 2101 EAST VENTURA BOULEVARD

City: OXNARD State: CALIFORNIA Zip Code: 93030

Contact Person: SEAN CASTILLO Phone: (805)483-4515

Email: sean@toroenterprises.com Date: 10/04/19

BID FOR ROUTE 23 BUS STOP INSTALLATION PROJECT SPECIFICATION NO. PW 19-81

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and the Route 23 Bus Stop Installation Project ("Project") site and is satisfied as to the conditions, character, quality and quantities of Work to be performed, and the materials to be furnished.
2. The Bid includes all taxes, fees and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.
3. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

1. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated the surface, subsurface and other conditions affecting the Work, including also the groundwater conditions, transportation, the disposal, handling and storage of materials, and the availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of the Project site or of the Contract Documents' or any Addendum's requirements.
2. Accompanying this Bid is a permissible form of Bid security in an amount equal to at least ten percent (10%) of the total Bid price submitted. The Bid security is given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, provide evidence of all required insurance, provide a copy of its City business license and furnish the Performance and Payment Bonds (as well as a photocopy of each Bond)—each in the amount of one hundred percent (100%) of the Contract Price—within fourteen (14) Calendar Days of the date of delivery of the Contract to the Bidder. If the Bidder refuses or fails to do so, the City may award the Contract to the next lowest responsible Bidder, and this Bid security may be forfeited to the City as permitted by law.
3. In the event the Contract is awarded to the Bidder, the Bidder shall execute the Contract to perform the Project in accordance with the Contract Documents. Should the undersigned be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of its City business license, insurance and Bonds (plus photocopies) within fourteen (14) Calendar Days after the Contract award, then the Bid Bond, cash, cashier's check or certified check shall be forfeited to the City to the extent permitted by law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on October 4, 2019 [date], at OXNARD [city], CALIFORNIA [state].

Bidder's Name (Company): TORO ENTERPRISES, INC

Signature: [Signature]

Title: PRESIDENT

Print: SEAN CASTILLO

Date: 10/04/19

[Signature]
Jerry Hannigan, Secretary

SECOND REVISION CITY OF OXNARD**BID SHEETS FOR ROUTE 23 BUS STOP INSTALLATION PROJECT****SPECIFICATION NO. PW 19-81**Bidder's Name: TORO ENTERPRISES, INC.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE
1	Mobilization/Demobilization	1001-3	LS	1	36,000.-
2	Traffic Control And Public Convenience And Safety	1505-4	LS	1	135,000.-
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	7,500.-
	Bus Stop Installation				
4	Clearing And Grubbing	1103-2	LS	1	15,000.-
5	Unclassified Excavation	1120-4	CY	850	106.-
6	Class 2 Aggregate Base	1130-4	TN	850	65.-
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	400	135.-
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	250	175.-
9	Install ADA Curb Ramp Type Case F Per Caltrans Std Plan A88A	1174-6	SF	220	25.-
10	Install PCC Bus Turnout Per City Std. Plate 200, Including A3-6 Curb & Gutter	1174-6	SF	1,400	18.-
11	Install 4-Inch Thick PCC Slab	1174-6	SF	3,250	12.-
12	Install Retaining Wall, 4' Max. (Per City Std Plate 600)	1174-6	LF	170	285.-
13	Install PCC Curb And Gutter (A2-6)	1174-6	LF	320	50.-
14	Install PCC Curb And Gutter (A3-6)	1174-6	LF	110	80.-
15	Install PCC Curb (A1-6)	1174-6	LF	15	100.-
16	Adjust Traffic Pull Box To Finished Grade	1187-4	EA	2	6000.-

17	Remove Pavement Striping And Marking	1515-4	SF	320	3.30.-
18	Paint Curb Red (2 Coat)	1515-4	LF	1,350	2.75.-
19	Install Detail 22 - Thermoplastic	1515-4	LF	100	4.40.-
20	Install Detail 38 - Thermoplastic	1515-4	LF	400	3.30.-
21	Install Detail 40 - Thermoplastic	1515-4	LF	100	2.20.-
22	12" Solid White - Thermoplastic	1515-4	LF	2,500	2.69.-
23	Install "STOP" Pavement Marking - Thermoplastic	1515-4	EA	2	138.-
24	Install "BUS ONLY" Pavement Marking - Thermoplastic	1515-4	EA	1	330.-
25	Install Type VII (R) Arrow Pavement Marking - Thermoplastic	1515-4	EA	1	110.-
26	Furnish And Install Bus Stop Sign And Post	1530-4	EA	15	302.-
27	Relocate Traffic Sign And Post, Complete-In-Place	1530-4	EA	1	220.-
28	Furnish And Install "Right Turn Bus Exempt" Sign And Post	1530-4	EA	2	330.-
29	Furnish And Install Bus Shelter With Solar Powered Led Lighting System, Complete-In-Place	1901-4	EA	2	15,500.-
30	Furnish And Install Bench	1901-4	EA	2	1,800.-
31	Furnish And Install Trash Bin	1901-4	EA	2	1,850.-
32	Furnish And Install Bike Rack	1901-4	EA	2	1,400.-
33	Furnish And Install Pedestrian Guard Rail	1902-4	LF	270	220.- 295.-
34	Install 24" Dia. X 36"H Round Concrete Security Bollard	1903-4	EA	1	1,500.-
35	Install Traffic Inductive Loop Type D	1520-23	EA	8	360.-
36	Install Traffic Inductive Loop Type E	1520-3	EA	12	330.-
37	Cold Mill AC Pavement (2" Max.)	1110-3	SY	600	12.-
38	Remove And Replace Pedestrian Traffic Signal Push Button Assembly And Install To 10-Ft 2" Dia. Tubular Pole, Complete-In-Place	1520-23	LS	1	13,305.-
39	Remove And Dispose Sign Pole And Re-Install Exist Signs To Other Pole, Complete-In-Place	1530-4	LS	1	550.-
TOTAL BID PRICE					\$ 765,294.50

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 3-2.2.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: \$ 765,294.50

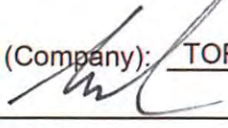
TOTAL BID PRICE IN WORDS: Seven Hundred Sixty Five thousand two Hundred Ninety Four dollars, and fifty cents

Contractor must complete all Work within forty-five (45) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	<u>9-10-2019</u>	#05	<u>10-1-2019</u>
#02	<u>9-11-2019</u>	#06	<u> </u>
#03	<u>9-26-2019</u>	#07	<u> </u>
#04	<u>9-27-2019</u>	#08	<u> </u>

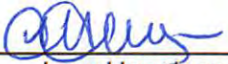
Bidder's Name (Company): TORO ENTERPRISES, INC.

Signature: 

Title: PRESIDENT

Print: SEAN CASTILLO

Date: 10/04/19


Jerry Hannigan, Secretary

QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary. Do not leave any question blank. If the question does not apply, write "N/A."

- (1) Bidder's Name: TORO ENTERPRISES, INC.
- (2) If the Bidder's name is a fictitious name, what is the full name of the registered owner?
N/A
 * If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement with your submitted Bid.
- (3) Business Address: 2101 E. VENTURA BOULEVARD, OXNARD, CALIFORNIA, 93036
- Phone 1: 805-483-4515 Phone 2: N/A
- Email: sean@toroenterprises.com
- (4) Type of Firm (Partnership, LLC, Corporation, S-Corp, etc.): CORPORATION
 Organized under the laws of the State of: CALIFORNIA
- (5) California State Contractor's License Number and Class: 710580
 Original Date Issued: 08-31-1994 Expiration Date: 08-31-2021
- (6) DIR Contractor Registration Number: 1000002410
- (7) List the person who attended the mandatory pre-Bid meeting or site visit for your firm:
 Name: N/A Title: N/A
- (8) Does the Bidder have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project, and is this experience in actual operation of the Bidder with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work? Circle one: **YES** NO
- (9) List the names, titles, addresses and phone numbers of all individuals, members, partners, joint venturers and company officers having a principal interest in this Bid:
Corporate Officers - Sean Castillo, President / Trent Royle, V.P. of Operations
Jerry Hannigan, Secretary

- (10) List all current and prior aliases, and provide all filed fictitious business names ("doing business as"), for any principal having interest in this Bid:

N/A

- (11) List the dates of any voluntary and involuntary bankruptcy judgments against any principal having an interest in this Bid:

N/A

- (12) For all arbitrations, lawsuits, settlements and the like (in/out of court) that the Bidder or any principal with an interest in this Bid has been involved with in the past five (5) years:

- a. List the names, addresses and phone numbers of the parties' contact persons:

None, N/A

- b. Briefly summarize the parties' claims and defenses:

N/A

- c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

N/A

- (13) If the Bidder or any principal having an interest in this Bid has ever had a contract terminated by the owner or agency, explain below:

N/A

- (14) If the Bidder or any principal having an interest in this Bid ever failed to complete a project, explain below:

N/A

- (15) If the Bidder or any principal having an interest in this Bid has ever been terminated for cause, even if it was converted to a "termination of convenience," explain below:

N/A

For the final questions, the word "you" and "your" shall refer to the Bidder and all individuals, members, partners, joint venturers and company officers having a principal interest in this Bid.

- (16) For projects that the Bidder or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

- | | | |
|--|-----------------|-------------------------------------|
| a. By you against the owner? | Circle one: Yes | ☒ No |
| b. By the owner against you? | Circle one: Yes | ☒ No |
| c. By any agency or individual for labor compliance? | Circle one: Yes | ☒ No |
| d. By Subcontractors? | Circle one: Yes | ☒ No |
| e. Are any such claims/actions unresolved/outstanding? | Circle one: Yes | ☒ No |

If your answer is "yes" to any part or parts of this question, explain.

N/A

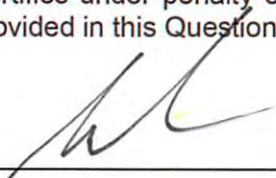
- (17) List the last three (3) projects, if any, you have worked on or are currently working on for the City of Oxnard:

1. Auto Center Commercial Neighborhood Street Resurfacing Proejct
2. Thin Maintenance Overlay Project
3. Campus Park ASR Well Pipeline

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience or other additional information.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided in this Questionnaire Form is true and correct.

Signature:



Sean Castillo,

Title: President

Date: 10/04/19



Jerry Hannigan, Secretary

REFERENCES FORM

For all like work that the Bidder is currently working on or has worked on for public agencies in the past two (2) years, provide the information requested below. If this information does not fit on this page, attach another page listing all information for all other such work. You may, but are not obligated to, attach a separate page to explain why a final contract amount differed from an original contract amount (e.g., change orders, extra work, or other circumstances) or if you or the agency filed any claims against each other and the substance and outcome of those claims.

Project 1 Description: Westlake Boulevard Sidewalk Project

Construction Dates From: 04-23-2018 To: 03-20-2018

Agency Name: City of Thousand Oaks

Project Manager: Mike Tohidian Telephone: (805)449-2516

Original Contract Amount: \$ 1,107,415.00 Final Contract Amount: \$ 1,189,131.00

Did you file any claims against the Agency? Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

Project 2 Description: La Colonia Neighborhood Street Improvements

Construction Dates From: 11-01-2017 To: 03-01-2018

Agency Name: City of Oxnard

Project Manager: Sean Castillo Telephone: (805)483-4515

Original Contract Amount: \$ 1,227,745.00 Final Contract Amount: \$ 1,218,396.11

Did you file any claims against the Agency? Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

Project 3 Description: Santa Ana Road Pavement Widening & Bike Lanes - Phase 2

Construction Dates From: 08-07-2017 To: 10-12-2018

Agency Name: County of Ventura

Project Manager: Sean Castillo Telephone: (805)483-4515

Original Contract Amount: \$ 1,135,938.00 Final Contract Amount: \$ 1,162,720.50

Did you file any claims against the Agency? Circle one: Yes ☐ No ☒

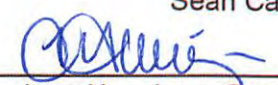
Did the Agency file any claims against you? Circle one: Yes ☐ No ☒

I hereby give my permission to the City of Oxnard and its officers, employees and agents to contact references of the Bidder and its officers, managers, members, general partners, limited partners and other owners (collectively, the "Owners") and to request information from other agencies in which the Bidder and/or its Owners have worked. This permission includes the City reviewing any criminal records of the Owners and obtaining public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, or outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims the Bidder and its Owners, employees and agents may have against the City, its officers, employees and agents, as well as any agency providing feedback or the mentioned records, and those agencies' officers, employees and agents, regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph.

Bidder's Name: Toro Enterprises, Inc.

Signature: 
Sean Castillo

Title: President Date: 10/04/19.


Jerry Hannigan, Secretary

DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of Bids or offers for the construction of Streets, highways, or bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, photocopy this page and attach that additional page or those pages listing all other Subcontractors. If there is any change in this list of Subcontractors, Contractor must provide a new list to Project Manager before any unlisted Subcontractor can perform any Work. If Contractor intends to use no Subcontractors, please write "N/A" in the first open box.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%) [‡]
Coreland Surveying	LS411 LS	1000001533	614 N. Eckhoff St, Orange CA. 714 628 8948	Survey & Staking	
Green Coast Landscapes Inc	1000062784 C-27, 61/D49	1000062784	Po Box 430, Camarillo, CA 248 805 248 5099	Clearing & Grubbing	
California Professional Engineering	793907 A.C-10	1000377609	929 Otterbine Ave, La Puente, CA 626 818 1338	Traffic Loops Pedestrian Push Buttons	
Super Seal & Stripe	750396627 C-32	10000000752	310 A Street, Fillmore, CA 805 524 7345	Striping & Marking Signs	

Bidder's Name: Toro Enterprises, Inc.

10/04/19

Signature:

Sean Castillo

Title: President

Date:

Jerry Hannigan, Secretary

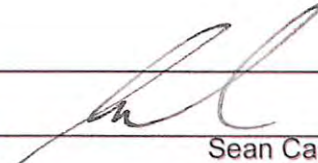
[‡] The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of Bids or offers for the construction of Streets, highways, or bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, photocopy this page and attach that additional page or those pages listing all other Subcontractors. If there is any change in this list of Subcontractors, Contractor must provide a new list to Project Manager before any unlisted Subcontractor can perform any Work. If Contractor intends to use no Subcontractors, please write "N/A" in the first open box.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%) [‡]

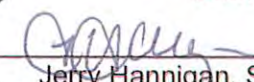
Bidder's Name: Toro Enterprises, Inc.

Signature: 

Sean Castillo

Title: President

Date: 10/04/19


Jerry Hannigan, Secretary

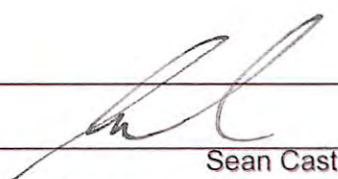
[‡] The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of Bids or offers for the construction of Streets, highways, or bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, photocopy this page and attach that additional page or those pages listing all other Subcontractors. If there is any change in this list of Subcontractors, Contractor must provide a new list to Project Manager before any unlisted Subcontractor can perform any Work. If Contractor intends to use no Subcontractors, please write "N/A" in the first open box.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*

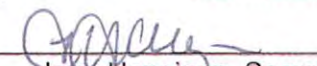
Bidder's Name: Toro Enterprises, Inc.

Signature: 

Sean Castillo

Title: President

Date: 10/04/19


Jerry Hannigan, Secretary

* The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

INDUSTRIAL SAFETY RECORD FORM

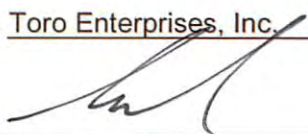
This Industrial Safety Record Form must include all construction work undertaken in California by the undersigned and any partnership, joint venture corporation or s-corporation that any principal of the undersigned participated in as a principal or owner for the listed years. Separate information must be submitted for each such partnership, joint venture, or corporate or individual. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Industrial Safety Record Form. An explanation of the circumstances surrounding any and all fatalities must be attached.

	2019 (so far)	2018	2017	2016	2015	2014	Total
Number of contracts	N/A	240	210	200	197	170	1,017
Total dollar amount of contracts (in thousands)	N/A	\$95,000	\$78,000	\$75,000	\$72,000	\$70,000	\$390,000
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	0	5	3	5	1	5	19
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Bidder's Name: Toro Enterprises, Inc.

Signature:



Sean Castillo

Title: President

Date: 10/04/19



Jerry Hannigan, Secretary

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declare(s):

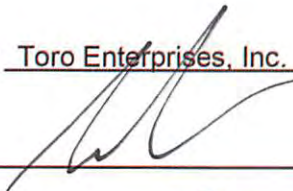
I/we am/are the President of Toro Enterprises, Inc.,
the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, LLC, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted its, his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, LLC, partnership, company, association, organization, Bid depository, or to any member or agent thereof, or to any individual, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person(s) executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on October 4, 2019 [date], at Oxnard [city], California [state].

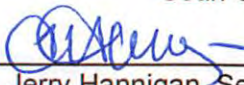
Bidder's Name: Toro Enterprises, Inc.

Signature: 

Sean Castillo

Title: President

Date: 10/04/19


Jerry Hannigan, Secretary

This Noncollusion Declaration must be notarized on the following page.

(Continuation of Noncollusion Declaration)

State of California)

County of _____) ss

City of _____)

On _____ before me,

_____ (insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____

(Seal)

* See Attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of VenturaOn October 4, 2019 before me, Gloria Bacarella, Notary Public

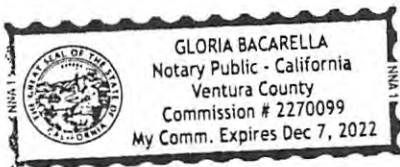
Date

Here Insert Name and Title of the Officer

personally appeared Sean Castillo and Jerry Hannigan

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

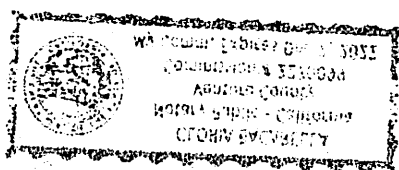
Description of Attached Document

Title or Type of Document: Noncollusion DeclarationDocument Date: October 4, 2019 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sean Castillo☒ Corporate Officer – Title(s): President☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian of Conservator☐ Other: _____Signer is Representing: TotoSigner's Name: Jerry Hannigan☒ Corporate Officer – Title(s): Secretary☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian of Conservator☐ Other: _____Signer is Representing: Toto



SMALL LOCAL BUSINESS PURCHASING PREFERENCE REQUEST

The City offers a bidding preference for small local businesses. A small local business is defined as a business entity that meets all of the following criteria:

1. Has for at least 36 months immediately preceding submittal of its Bid held a current City business license;
2. Has maintained within the City of Oxnard's boundaries its principal business office, which is defined as the place where the principal officers or owners generally transact business, to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business;
3. Has average annual gross receipts of \$20 million or less over the 36 months immediately preceding submittal of its bid; and
4. Employs fewer than 100 employees.

Additionally, a small local business must certify one of the following:

5. At least 50 percent of its employees are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid; or
6. For a Bidder who intends to hire employees and/or obtain Subcontractors for the Project, the Bidder submits with its Bid a certification confirming it has verified its own proposed employee base for performance of the Contract and confirmed with all Subcontractors providing bids used to formulate the Contractor's Bid that at least 50 percent of the labor hours devoted to performance of the Contract will be provided by residents of the City of Oxnard.

Please note that under City Code Section 4-2, you may be subject to audit and may be required to provide proof of compliance with the requirements of the Section. You will be subject to penalties for falsely claiming to be a Small Local Business under the Section. More information is available at City Code Section 4-2.

If you wish to certify as a small local business, please submit the certification on the next page with the rest of your Bid.

SMALL LOCAL BUSINESS PURCHASING PREFERENCE: BIDDER'S CERTIFICATION

Please refer to Oxnard City Code Section 4-2 to verify that your company is eligible for this Small Local Business Purchasing Preference Program.

The undersigned hereby certifies under penalty of perjury that:

- ☐ At least 50 percent of the Bidder's employees are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid; or
- ☐ For a Bidder who intends to hire employees and/or obtain Subcontractors for the Project, the Bidder has verified its own proposed employee base for performance of the Contract and confirmed with all Subcontractors providing bids used to formulate the Bid that at least 50 percent of the labor hours devoted to performance of the Contract will be provided by residents of the City of Oxnard.

Any person(s) executing this certification on behalf of the Bidder hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

By: _____
 Title: _____
 Bidder: _____
 Date: _____

By: _____
 Title: _____
 Bidder: _____
 Date: _____

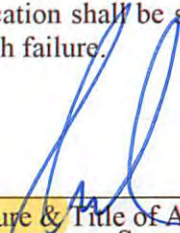
***If the Bidder is not requesting a Small Local Business Purchasing Preference, this form is not required to be completed and submitted with Bid.**

Please note: The Small Local Business Purchasing Preference is not applicable for projects funded by grants or programs outside the City's General Fund, such as federal or State grants.

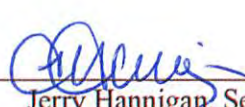
Lobbying Certification

As required by U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, I certify to the best of my knowledge and belief that for each application for federal assistance exceeding \$100,000: (1) No Federal appropriated funds have been or will be paid, by or on behalf of Toro Enterprises, Inc., to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress pertaining to the award of any Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and (2) If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application to FTA for Federal assistance, I assure that Standard Form-LLL, "Disclosure Form to Report Lobbying," would be submitted and would include all information required by the form's instructions.

I understand that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. I also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.


 Signature & Title of Authorized Official
 Sean Castillo, President

10/04/19
 Date


 Jerry Hannigan, Secretary

Certification of Buy America Compliance for Procurement of steel, iron, or manufactured products (49 U.S.C. 5323(j)(1))

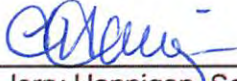
The bidder hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1), Section 165(a) of the Surface Transportation Assistant Act of 1982, as amended, and the applicable regulations in 49 CFR Part 661

Date 10/04/19

Signature _____

Company Name Toro Enterprises, Inc.

Title President, Sean Castillo


Jerry Hannigan, Secretary

Certification of Buy America Non-Compliance for Procurement of steel, iron, or manufactured products (40 U.S.C. 5323(j)(1))

The bidder hereby certifies that it cannot comply with the requirements of 40 U.S.C. 5323(j)(1), Section 165(a) of the Surface Transportation Assistant Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to Section 165 (b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR Part 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Suspension and Debarment Certification

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

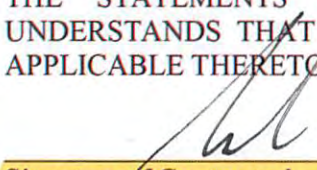
The Primary Participant (applicant for an FTA grant or cooperative agreement, or Potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,-
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction,- violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICATION FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), Toro Enterprises, Inc.

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.


Signature of Contractor's Authorized Official

10/04/19

Date

Sean Castillo, President of Toro Enterprises, Inc.
Typed Name and Title of Contractor's Authorized Official



Jerry Hannigan, Secretary



Certificate of Corporate Authority

I hereby certify that Toro Enterprises, Inc. is a duly organized and existing California corporation, which has the power to take the action called for by the following resolution.

I further certify that Sean Castillo is President, Jerry Hannigan is Secretary and Trent Royle is Vice President of Operations and all have the authority individually to execute bid bonds, bid submittals, contract documents and change orders on behalf of the corporation as stated in the minutes of the Board of Directors' Meeting of Toro Enterprises, Inc. held July 15, 2016.

In witness whereof, I have affixed by hand and seal of said corporation this 15th day of July 2016.

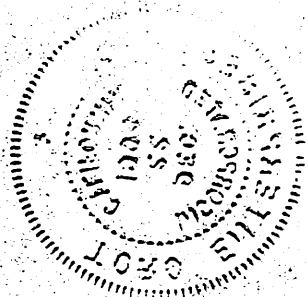


Jerry Hannigan
Secretary

JH/rc

Equal Opportunity Employer
PO BOX 6285, OXNARD, CA 93031
PHONE: (805) 483-4515 FAX: (805) 483-3635

RECEIVED BY THE FBI - NEW YORK
 MAY 14 1964
 DEPT. OF JUSTICE



MEMO

TO : DIRECTOR, FBI (100-388610) FROM : SAC, NEW YORK (100-100000)

RE: [Illegible text]

1. [Illegible text]

2. [Illegible text]

3. [Illegible text]

**CHECKLIST FOR BIDDERS OF ROUTE 23 BUS STOP INSTALLATION PROJECT
SPECIFICATION NO. PW 19-81**

The following information is required of all Bidders at the time of Bid submission:

<u>X</u>	A Bid Cover Form
<u>X</u>	Bid Sheets
<u>X</u>	A Questionnaire Form
<u>X</u>	A References Form
<u>X</u>	A Subcontractor Designation Form
<u>X</u>	An Industrial Safety Record Form
<u>X</u>	A Non-Collusion Declaration Form
<u>X</u>	An Escrow Document Cover Page and Escrow Bid Documents (required for projects with Bids over \$500,000 and due within three (3) Business Days of Bid opening from the three (3) lowest Bidders)
<u>N/A</u>	Small Local Business Purchasing Preference Certification, if appropriate
<u>X</u>	Lobbying Certification
<u>X</u>	Certification of Buy America Compliance
<u>X</u>	Suspension or Debarment Certification
<u>X</u>	A Bid Bond, Cash, Cashier's Check or Certified Check in the amount of 10% of the Bid Price

Failure of the Bidder to provide all required information in a complete and accurate manner by the date and time all Bids are due may make the Bid be considered non-responsive.

Other evaluation elements:

- The Bid documents are typed or completed in blue or black ink.
- All blanks are filled where information is requested.
- The documents are signed and notarized, as required.
- All changes are crossed out and initialed.
- The Bidder possesses the required license(s).
- If prevailing wages are required, the Bidder used such rates that were in effect on the date that the notice inviting bids was published.

Public Works Department

305 West Third Street, East Wing, Third Floor
 Oxnard, California 93030
 Tel 805.385.8280



October 1, 2019

ADDENDUM NO. 5

ROUTE 23 BUS STOP INSTALLATION PROJECT
SPECIFICATION NO. PW 19-81

SCHEDULED BID OPENING DATE: October 7, 2019 at 3:00 pm

TO ALL BIDDERS OF RECORD:

Acknowledge receipt of this addendum by enclosing one signed copy with the bid documents. Failure to do so may subject bidder to disqualification. This addendum consists of this one (1) page and attachments and forms a part of the bid documents as follows:

1. **Special Provisions.** The Special Provisions provided with the Contract Documents are to be deleted in their entirety and replaced with the attached Revised Special Provisions pages 1 through 82.
2. **Bid Sheets.** Bid sheet pages B3, B4 and B5 provided with the Contract Documents are to be deleted in their entirety and replaced with the attached pages Second Revision B3, Second Revision B4 and Second Revision B5.
3. **Plans.** The plans provided with the Contract documents are to be deleted in their entirety and replaced with pages 1 through 7 of Drawing No. 19-13A dated 9/27/19.

Please note only the signed addendum page is required to be submitted with the bid documents.

Addendum No. 5 Received:

TORO ENTERPRISES, INC.
 Contractor's Name

Authorized Signature

SEAN CASTILLO, PRESIDENT
 Name and Title

Jerry Hannigan
 Jerry Hannigan, Secretary

Date: 10-1-2019

2101 EAST VENTURA BLVD,
 Address

OXNARD, CALIFORNIA, 93036
 City State Zip Code

(805)483-4515
 Telephone Number, Including Area Code

Public Works Department

305 West Third Street, East Wing, Third Floor
 Oxnard, California 93030
 Tel 805.385.8280



September 27, 2019

ADDENDUM NO. 4

**ROUTE 23 BUS STOP INSTALLATION PROJECT
 SPECIFICATION NO. PW 19-81**

SCHEDULED BID OPENING DATE: October 7, 2019 at 3:00 pm

TO ALL BIDDERS OF RECORD:

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents. Failure to do so may subject bidder to disqualification. This addendum consists of this one (1) page and forms a part of the bid documents as follows:

1. The time that that Bids are due for this Project has been changed.

The City will receive such Bids at Oxnard City Hall, 300 West Third Street, Fourth Floor, Oxnard, California 93030, attention: City Clerk, until **3:00 p.m.** on October 7, 2019. There will be a public bid opening immediately afterwards at 305 West Third Street, First Floor, Oxnard, California 93030 at the City Council Chambers.

Addendum No. 4 Received:

Date: 09-27-2019

TORO ENTERPRISES, INC.
 Contractor's Name

2101 E. VENTURA BLVD
 Address

[Signature]
 Authorized Signature

OXNARD, CALIFORNIA, 93036
 City State Zip Code

SEAN CASTILLO, PRESIDENT
 Name and Title

(805)483-4515
 Telephone Number, Including Area Code

[Signature]
 Jerry Hannigan, Secretary

Public Works Department

305 West Third Street, East Wing, Third Floor
 Oxnard, California 93030
 Tel 805.385.8280



September 26, 2019

ADDENDUM NO. 3

**ROUTE 23 BUS STOP INSTALLATION PROJECT
 SPECIFICATION NO. PW 19-81**

SCHEDULED BID OPENING DATE: October 7, 2019

TO ALL BIDDERS OF RECORD:

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents. Failure to do so may subject bidder to disqualification. This addendum consists of this one (1) page and forms a part of the bid documents as follows:

1. The date that Bids are due for this Project has been changed. The due date is now on **October 7, 2019**.

The City will receive such Bids at Oxnard City Hall, 300 West Third Street, Fourth Floor, Oxnard, California 93030, attention: City Clerk, until 2:00 p.m. on **October 7, 2019**. There will be a public bid opening immediately afterwards at 305 West Third Street, First Floor, Oxnard, California 93030 at the City Council Chambers.

Addendum No. 3 Received:

Date: 09-26-2019

TORO ENTERPRISES, INC.
 Contractor's Name

2101 E. VENTURA BLVD
 Address

[Signature]
 Authorized Signature

OXNARD, CALIFORNIA, 93036
 City State Zip Code

SEAN CASTILLO, PRESIDENT
 Name and Title

(805)483-4515
 Telephone Number, Including Area Code

[Signature]
 Jerry Hannigan, Secretary

Public Works Department

305 West Third Street, East Wing, Third Floor
 Oxnard, California 93030
 Tel 805.385.8280



September 11, 2019

ADDENDUM NO. 2

**ROUTE 23 BUS STOP INSTALLATION PROJECT
 SPECIFICATION NO. PW 19-81**

SCHEDULED BID OPENING DATE: September 30, 2019

TO ALL BIDDERS OF RECORD:

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents. Failure to do so may subject bidder to disqualification. This addendum consists of this one (1) page and forms a part of the bid documents as follows:

1. The date that Bids are due for this Project has been changed. The due date is now on **September 30, 2019**.

The City will receive such Bids at Oxnard City Hall, 300 West Third Street, Fourth Floor, Oxnard, California 93030, attention: City Clerk, until 2:00 p.m. on **September 30, 2019**. There will be a public bid opening immediately afterwards at 305 West Third Street, First Floor, Oxnard, California 93030 at the City Council Chambers.

Addendum No. 2 Received:

Date: 09-11-2019

Toro Enterprises, Inc.
 Contractor's Name

2101 East Ventura Boulevard
 Address

[Signature]
 Authorized Signature

Oxnard, CA, 93036
 City State Zip Code

Sean Castillo, President
 Name and Title

(805)483-4515
 Telephone Number, Including Area Code

[Signature]
 Jerry Hannigan, Secretary

Public Works Department
 305 West Third Street, East Wing, Third Floor
 Oxnard, California 93030
 Tel 805.385.8280



September 10, 2019

ADDENDUM NO. 1

**ROUTE 23 BUS STOP INSTALLATION PROJECT
 SPECIFICATION NO. PW 19-81**

SCHEDULED BID OPENING DATE: September 17, 2019

TO ALL BIDDERS OF RECORD:

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents. Failure to do so may subject bidder to disqualification. This addendum consists of this one (1) page and two (2) pages of attachments and forms a part of the bid documents as follows:

1. **The Special Provisions have been revised.** Bidders are to include the attached page SP64A into the Contract Documents. This page includes new section 1903 CONCRETE BOLLARD.
2. **The Bid Packet has been revised.** Bidders are to replace page B4 provided with the Contract Documents with the attached Revised B4.

Addendum No. 1 Received:

Date: 09-10-2019

Toro Enterprises, Inc.
 Contractor's Name

2101 E. Ventura Boulevard
 Address

[Signature]
 Authorized Signature

Oxnard, CA, 93036
 City State Zip Code

Sean Castillo, President
 Name and Title

(805)483-4515
 Telephone Number, Including Area Code

[Signature]
 Jerry Hannigan, Secretary

1903 CONCRETE BOLLARD

1903-1 SCOPE OF WORK

The scope of the Work shall consist of installing round concrete bollard anchored at the north end of the concrete boarding island on Bus Stop #20 per the Engineer's direction.

1903-2 MATERIALS

Dimensions: 24" diameter x 36" height (max.), with 1" tall x 1/2" deep reveal 6" down from top.

Weight: 440 lbs per 1' length

Materials: 3/8" steel rebar, Concrete for bollard shall conform to Section 201 of the Standard Specifications and shall be Class 500-C-2500.

Stress Load: Not less than 4,500 PSI at 28 days

Finish : Medium sandblast

Color: Brown

1903-3 CONSTRUCTION

The concrete bollard shall be reinforced with rebar to ensure maximum strength and durability. Bollard shall be installed vertically square, with an above grade height of 36 inches. Bollard shall be anchored in concrete pad with a protruding 3" galvanized pipe.

1903-4 PAYMENT

Installation of concrete bollards shall be paid on a unit cost basis as shown in the Bid Sheet. Such payment shall be considered full compensation for furnishing all labor, materials, equipment, and incidentals necessary to complete the Work in accordance with these specifications.

This is a tabulation of bids results and not an offer of award or contract
The City reserves the right to reject all bids

Route 23 Bus Stop Installation Project - CORRECTED

Specification No. PW 19-81

Owner: City of Oxnard

Bids received: 10/7/19

				FS CONTRACTORS, INC.		TORO ENTERPRISES, INC.	
				14838 Bledsoe Street Sylmar, CA 91342		2101 East Ventura Blvd Oxnard, CA 93030	
				#1		#2	
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization	LS	1	\$10,000.00	\$10,000.00	\$36,000.00	\$36,000.00
2	Traffic Control And Public Convenience And Safety	LS	1	\$5,000.00	\$5,000.00	\$135,000.00	\$135,000.00
3	Storm Water Pollution Prevention Plan	LS	1	\$3,000.00	\$3,000.00	\$7,500.00	\$7,500.00
	Bus Stop Installation						
4	Clearing And Grubbing	LS	1	\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00
5	Unclassified Excavation	CY	850	\$60.00	\$51,000.00	\$106.00	\$90,100.00
6	Class 2 Aggregate Base	TN	850	\$35.00	\$29,750.00	\$65.00	\$55,250.00
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	TN	400	\$260.00	\$104,000.00	\$135.00	\$54,000.00
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	TN	250	\$260.00	\$65,000.00	\$175.00	\$43,750.00
9	Install ADA Curb Ramp Type Case F Per Caltrans Std Plan A88A	SF	220	\$35.00	\$7,700.00	\$25.00	\$5,500.00
10	Install PCC Bus Turnout Per City Std. Plate 200, Including A3-6 Curb & Gutter	SF	1,400	\$15.00	\$21,000.00	\$18.00	\$25,200.00
11	Install 4-Inch Thick PCC Slab	SF	3,250	\$10.00	\$32,500.00	\$12.00	\$39,000.00
12	Install Retaining Wall, 4' Max. (Per City Std Plate 600)	LF	170	\$150.00	\$25,500.00	\$285.00	\$48,450.00
13	Install PCC Curb And Gutter (A2-6)	LF	320	\$72.00	\$23,040.00	\$50.00	\$16,000.00
14	Install PCC Curb And Gutter (A3-6)	LF	110	\$75.00	\$8,250.00	\$80.00	\$8,800.00
15	Install PCC Curb (A1-6)	LF	15	\$55.00	\$825.00	\$100.00	\$1,500.00
16	Adjust Traffic Pull Box To Finished Grade	EA	2	\$400.00	\$800.00	\$1,000.00	\$2,000.00
17	Remove Pavement Striping And Marking	SF	320	\$10.00	\$3,200.00	\$3.30	\$1,056.00
18	Paint Curb Red (2 Coat)	LF	1,350	\$2.00	\$2,700.00	\$2.75	\$3,712.50
19	Install Detail 22 - Thermoplastic	LF	100	\$7.00	\$700.00	\$4.40	\$440.00
20	Install Detail 38 - Thermoplastic	LF	400	\$7.00	\$2,800.00	\$3.30	\$1,320.00
21	Install Detail 40 - Thermoplastic	LF	100	\$6.00	\$600.00	\$2.20	\$220.00
22	12" Solid White Thermoplastic	LF	2,500	\$5.00	\$12,500.00	\$7.69	\$19,225.00

23	Install "STOP" Pavement Marking - Thermoplastic	EA	2	\$400.00	\$800.00	\$138.00	\$276.00
24	Install "BUS ONLY" Pavement Marking - Thermoplastic	EA	1	\$450.00	\$450.00	\$330.00	\$330.00
25	Install Type VII (R) Arrow Pavement Marking - Thermoplastic	EA	1	\$250.00	\$250.00	\$110.00	\$110.00
26	Furnish And Install Bus Stop Sign And Post	EA	15	\$360.00	\$5,400.00	\$302.00	\$4,530.00
27	Relocate Traffic Sign And Post, Complete-In-Place	EA	1	\$250.00	\$250.00	\$220.00	\$220.00
28	Furnish And Install "Right Turn Bus Exempt" Sign And Post	EA	2	\$400.00	\$800.00	\$330.00	\$660.00
29	Furnish And Install Bus Shelter With Solar Powered Led Lighting System, Complete-In-Place	EA	2	\$20,000.00	\$40,000.00	\$15,500.00	\$31,000.00
30	Furnish And Install Bench	EA	2	\$2,000.00	\$4,000.00	\$1,800.00	\$3,600.00
31	Furnish And Install Trash Bin	EA	2	\$1,200.00	\$2,400.00	\$1,850.00	\$3,700.00
32	Furnish And Install Bike Rack	EA	2	\$1,200.00	\$2,400.00	\$1,400.00	\$2,800.00
33	Furnish And Install Pedestrian Guard Rail	LF	270	\$105.00	\$28,350.00	\$295.00	\$79,650.00
34	Install 24" Dia. X 36"H Round Concrete Security Bollard	EA	1	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00
35	Install Traffic Inductive Loop Type D	EA	8	\$600.00	\$4,800.00	\$360.00	\$2,880.00
36	Install Traffic Inductive Loop Type E	EA	12	\$600.00	\$7,200.00	\$330.00	\$3,960.00
37	Cold Mill AC Pavement (2" Max.)	SY	600	\$5.00	\$3,000.00	\$12.00	\$7,200.00
38	Remove And Replace Pedestrian Traffic Signal Push Button Assembly And Install To 10-Ft 2" Dia. Tubular Pole, Complete-In-Place	LS	1	\$5,000.00	\$5,000.00	\$13,305.00	\$13,305.00
39	Remove And Dispose Sign Pole And Re-Install Exist Signs To Other Pole, Complete-In-Place	LS	1	\$1,000.00	\$1,000.00	\$550.00	\$550.00
				Total Bid Amount Submitted:		\$520,965.00	\$765,294.50
				Total Bid Amount Verified:		\$520,965.00	\$765,294.50
Subcontractors:				Hardy & Harper, Inc. Superior Pavement Markings, Inc. Mission Iron Works		Caseland Surveying Greencaost Landscapes, Inc. California Professional Engineering Super Seal & Stripe	

CONTRACT**CITY OF OXNARD CONTRACT FOR****ROUTE 23 BUS STOP INSTALLATION PROJECT SPECIFICATION NO. PW 19-81**

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and TORO ENTERPRISES, INC. ("Contractor"). Contractor's license number is 710580.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. 1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Grant Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Route 23 Bus Stop Installation Project Specification No. PW 19-81 ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of seven hundred sixty five thousand two hundred ninety four dollars and fifty cents (\$765,294.50) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "B" and incorporated herein by this reference.

4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before

commencing the performance of the Work of this Contract.”

7. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties’ duly authorized representatives.

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the first written above.

CITY OF OXNARD

TORO ENTERPRISES, INC.

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager _____
☐ Lisa Boerner, Purchasing Manager _____
☐ [name] , Buyer _____

Sean Castillo, President² _____ Date _____

Jerry Hannigan, Secretary _____ Date _____

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) _____ Date _____

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) _____ Date _____

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

Agreement No. A-8190

Exhibit INS-G

**INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITHOUT BUILDER'S RISK REQUIREMENT)**

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.
 - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;
 - b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
 - c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.
 - d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.
2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
 Insurance Compliance
 Reference No. _____
 P.O. Box 100085 – OX
 Duluth, GA 30096
 Via Email: cityofoxnard@ebix.com
 Via Fax: 678-259-1007
3. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-G or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Agreement No. A-8190

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

10/19

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-G.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE

DATE

(MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER **ASPECIFY COMPANY NAMES IN THIS SPACE**

COMPANY

LETTER **B****COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD**Attn: Insurance Compliance**

Reference No. _____

P.O. Box 100085 – OX**Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007**

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
-----------------	-----------------------

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from)
LOSS ADJUSTMENT

Telephone:

NAMED INSURED

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY

- ☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made

Retroactive Date

☐ Occurrence

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

- ☐ GENERAL
☐ PRODUCTS/COMPLETED OPERATIONS
☐ PERSONAL & ADVERTISING INJURY
☐ FIRE DAMAGE
☐ _____
☐ _____

OTHER PROVISIONS

CLAIMS: Underwriter=s representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

- 2 CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

- 3 SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

- 4 CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

- 5 PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

- 6 SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

- 2.1 Insurance Services Office Commercial General Liability Coverage. Aoccurrence@ form CG0001; or

- 2.2 If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No.

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

- ☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: () Date Signed

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as ROUTE 23 BUS STOP INSTALLATION PROJECT SPECIFICATION NO. PW 19-81.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and
 our heirs, assignees, successors, executors and administrators are held and firmly bound,
 jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material
 suppliers, and other persons employed in the performance of the Contract and referred to in
 Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum
 of _____ Dollars (\$ _____), this
 amount being not less than a hundred percent (100%) of the total Contract Price in lawful
 money of the United States of America, for materials furnished or labor thereon of any kind, or
 for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that
 the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and
 also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs
 and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in
 successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as
 costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to

Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as ROUTE 23 BUS STOP INSTALLATION PROJECT SPECIFICATION NO. PW 19-81.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are
 held and firmly bound unto the Agency in the penal sum of _____

Dollars (\$ _____), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the

Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

EXHIBIT B

SECOND REVISION CITY OF OXNARD

BID SHEETS FOR ROUTE 23 BUS STOP INSTALLATION PROJECT

SPECIFICATION NO. PW 19-81

Bidder's Name: TORO ENTERPRISES, INC.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE
1	Mobilization/Demobilization	1001-3	LS	1	36,000.-
2	Traffic Control And Public Convenience And Safety	1505-4	LS	1	135,000.-
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	7,500.-
	Bus Stop Installation				
4	Clearing And Grubbing	1103-2	LS	1	15,000.-
5	Unclassified Excavation	1120-4	CY	850	106.-
6	Class 2 Aggregate Base	1130-4	TN	850	65.-
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	400	135.-
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	250	175.-
9	Install ADA Curb Ramp Type Case F Per Caltrans Std Plan A88A	1174-6	SF	220	25.-
10	Install PCC Bus Turnout Per City Std. Plate 200, Including A3-6 Curb & Gutter	1174-6	SF	1,400	18.-
11	Install 4-Inch Thick PCC Slab	1174-6	SF	3,250	12.-
12	Install Retaining Wall, 4' Max. (Per City Std Plate 600)	1174-6	LF	170	285.-
13	Install PCC Curb And Gutter (A2-6)	1174-6	LF	320	50.-
14	Install PCC Curb And Gutter (A3-6)	1174-6	LF	110	80.-
15	Install PCC Curb (A1-6)	1174-6	LF	15	100.-
16	Adjust Traffic Pull Box To Finished Grade	1187-4	EA	2	6000.-

17	Remove Pavement Striping And Marking	1515-4	SF	320	3.30.-
18	Paint Curb Red (2 Coat)	1515-4	LF	1,350	2.75.-
19	Install Detail 22 - Thermoplastic	1515-4	LF	100	4.40.-
20	Install Detail 38 - Thermoplastic	1515-4	LF	400	3.30.-
21	Install Detail 40 - Thermoplastic	1515-4	LF	100	2.20.-
22	12" Solid White - Thermoplastic	1515-4	LF	2,500	2.69.-
23	Install "STOP" Pavement Marking - Thermoplastic	1515-4	EA	2	138.-
24	Install "BUS ONLY" Pavement Marking - Thermoplastic	1515-4	EA	1	330.-
25	Install Type VII (R) Arrow Pavement Marking - Thermoplastic	1515-4	EA	1	110.-
26	Furnish And Install Bus Stop Sign And Post	1530-4	EA	15	302.-
27	Relocate Traffic Sign And Post, Complete-In-Place	1530-4	EA	1	220.-
28	Furnish And Install "Right Turn Bus Exempt" Sign And Post	1530-4	EA	2	330.-
29	Furnish And Install Bus Shelter With Solar Powered Led Lighting System, Complete-In-Place	1901-4	EA	2	15,500.-
30	Furnish And Install Bench	1901-4	EA	2	1,800.-
31	Furnish And Install Trash Bin	1901-4	EA	2	1,850.-
32	Furnish And Install Bike Rack	1901-4	EA	2	1,400.-
33	Furnish And Install Pedestrian Guard Rail	1902-4	LF	270	220.- 295.-
34	Install 24" Dia. X 36"H Round Concrete Security Bollard	1903-4	EA	1	1,500.-
35	Install Traffic Inductive Loop Type D	1520-23	EA	8	360.-
36	Install Traffic Inductive Loop Type E	1520-3	EA	12	330.-
37	Cold Mill AC Pavement (2" Max.)	1110-3	SY	600	12.-
38	Remove And Replace Pedestrian Traffic Signal Push Button Assembly And Install To 10-Ft 2" Dia. Tubular Pole, Complete-In-Place	1520-23	LS	1	13,305.-
39	Remove And Dispose Sign Pole And Re-Install Exist Signs To Other Pole, Complete-In-Place	1530-4	LS	1	550.-
TOTAL BID PRICE					\$ 765,294.50

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 3-2.2.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: \$ 765,294.50

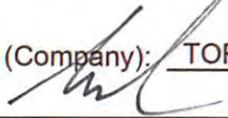
TOTAL BID PRICE IN WORDS: Seven Hundred Sixty Five thousand two Hundred Ninety Four dollars, and fifty cents

Contractor must complete all Work within forty-five (45) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	<u>9-10-2019</u>	#05	<u>10-1-2019</u>
#02	<u>9-11-2019</u>	#06	<u> </u>
#03	<u>9-26-2019</u>	#07	<u> </u>
#04	<u>9-27-2019</u>	#08	<u> </u>

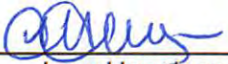
Bidder's Name (Company): TORO ENTERPRISES, INC.

Signature: 

Title: PRESIDENT

Print: SEAN CASTILLO

Date: 10/04/19


Jerry Hannigan, Secretary

REQUEST FOR BUDGET APPROPRIATION

Department: Public WorksDate: November 19, 2019

Project/Program

Manager: Tatiana ArnaoutPhone: x5283**Reason for Appropriation:**

Additional Air Pollution Buydown (Fund 118) funding required to award construction contract for the Route 23 Bus Stop Installation Project 203105, PW 19-81. Recognize grant revenue and appropriate funds from increase to CMAQ grant award (Fund 275).

Fund: 118 - AIR POLLUTION BUYDOWN FEE**Expenditures/Transfers Out****ROUTE 23 BUS STOP INSTALLATION (Project 203105)**

118-3125-826-82-08	SERVICES CONSTRUCTION	315,905
118-3125-826-82-09	SERVICES OTHER PROF. CONTRACT	8,135
118-3125-826-84-51	SERVICES TO OTHER PROGRAMS	68,394
118-3125-826-88-02	CONTINGENCIES	76,529
	Sub-total Expenditures	468,963

Net Change to Fund Balance	(468,963)
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Fund: 275 - FED. TRANSPORT M.Y. GRANTS**Revenues/Transfers In****ROUTE 23 BUS STOP INSTALLATION (Project 203105)**

275-3125-531.72-01	FEDERAL GRANT REV.	390,629
	Sub-total Revenues	390,629

Expenditures/Transfers Out**ROUTE 23 BUS STOP INSTALLATION (Project 203105)**

275-3125-826.82-08	SERVICES CONSTRUCTION	390,629
	Sub-total Expenditures	390,629

Net Change to Fund Balance	0
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Net Appropriation Change	859,592
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Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.10.**

DATE: November 19, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Pre-Disaster Mitigation Program Application Resolutions.

RECOMMENDATION

That City Council adopt resolutions authorizing the City Manager to submit applications for \$7,922,714 in grant funds to the California Governor's Office of Emergency Services (Cal OES) to be used for: the Mandalay Bay Seawall Retrofit, the Emergency Backup Generator at the Del Norte Regional Recycling and Transfer Station, the Emergency Backup Generator at Police Headquarters and the Emergency Backup Generator and Electrical Building Construction at the Oxnard Wastewater Treatment Plant.

BACKGROUND

The Pre-Disaster Mitigation (PDM) program makes Federal funds available to States, U.S Territories, Indian Tribal governments, and local communities to plan for and implement and sustain cost-effective measures designed to reduce the risk to individuals and property from natural hazards, while also reducing reliance on Federal funding from future disasters.

DISCUSSION

The specific PDM funding that the City is applying for is subject to a competitive process. In California, Cal OES is responsible for identifying program priorities, reviewing applications and forwarding recommendations for funding to the Federal Emergency Management Agency (FEMA). FEMA has final approval for activity eligibility and funding. Cal OES has reviewed the City's notices of intent to apply for grants (NOIs) that were submitted to them in September of 2019, and the City has been approved to submit the following full applications to be considered for PDM funding. These projects are among those that were submitted by the City for funding from the Hazard Mitigation Grant Program in 2018. As staff are still waiting on approval notices from FEMA for these specific projects, the projects will also be submitted for potential funding from the PDM. The earliest fiscal year in which the grant funds and corresponding City match would be spent is FY 2020-21.

1. Mandalay Bay Seawall Retrofit: This project appears on page 79 ("Mandalay Bay Seawalls") of the Adopted 2019-24 Capital Improvement Program document. The proposed project involves the survey work, structural and retrofit design, procurement, and construction necessary to structurally retrofit the seawalls at the Mandalay Bay development. The project will contribute to the protection of some of the 743 residential properties impacted by the 7.8 miles of seawalls that could be affected by an earthquake.

Federal Requested Share: \$4,000,000
Applicant Match: \$1,333,333
Total Activity Cost: \$5,333,333

Source of non-federal match: 50/50 Split between the Waterways – Zone 1 (\$666K) and another source (\$667K) to be identified during the FY 2020-21 Capital Improvement Program (CIP) process.

2. Emergency Backup Generator at the Del Norte Regional Recycling and Transfer Station: The proposed project involves the procurement and installation of a 440-kilowatt emergency backup generator at the Del Norte Regional Recycling and Transfer Station. The project will implement an effective and reliable backup power source that will mitigate risks at the facility associated with hazards such as fire, weather, earthquake, or system overload resulting in a shut-down of electrical power.

Federal Requested Share: \$339,044

Applicant Match: \$113,015

Total Activity Cost: \$452,059

Source of non-federal match: Environmental Resources (Solid Waste) Fund (631)

3. Emergency Backup Generator at Police Headquarters: The proposed project involves procurement and installation of an emergency backup generator at the Oxnard Police Department headquarters. The project will provide an energy efficient and reliable system that improves the resilience of critical infrastructure in the City as that infrastructure meets the current demands of the facility. The project ensures that the Oxnard Police Department headquarters has a reliable backup power system that can power modern communication and computer equipment at the facility.

Federal Requested Share: \$300,120

Applicant Match: \$100,040

Total Activity Cost: \$400,160

Source of non-federal match: A source to be identified during the FY 2020-21 Capital Improvement Program (CIP) process, most likely either the General Fund (101) or Measure O (Half-Cent Sales Tax) Fund (104).

4. Emergency Backup Generator and Electrical Building Construction at the Oxnard Wastewater Treatment Plant: This project is part of the larger project that appears on page 190 ("Electrical Improvements at the Wastewater Treatment Plant") of the Adopted 2019-24 Capital Improvement Program document. The proposed project will install a 2,000-kilowatt emergency generator to power the entire wastewater treatment plant during power outages. The project also includes the construction of a new and expanded main electrical building to house the electrical panels, the motor control center, and the automatic transfer switch equipment associated with the generator. The project also includes an updated software and hardware supervisory control and data acquisition (SCADA) system for the operations staff to operate the facility and the upgraded system. The proposed project will provide a long term and independent solution to electrical power loss hazards associated with the identified risks by ensuring that the facility has reliable and safe backup generator power that is not affected by hazard risks.

Federal Requested Share: \$3,283,550

Applicant Match: \$1,094,517

Total Activity Cost: \$4,378,067

Source of non-federal match: Wastewater Treatment Fund (621), beginning in FY 2020-21

Applications for the program must be submitted by the December 3, 2019 due date. Execution of the attached resolution will authorize staff to apply for these grant funds by this date.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 3. Ensure Funding is adequate to meet the goals of the master plans.

Objective 3a. Maximize funding sources.

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4a. Implement CIP plans.

Objective 4b. Catch up on deferred maintenance for City facilities.

FINANCIAL IMPACT

The Pre-Disaster Mitigation Grant Program requires a minimum 25 percent local cost share of the total project cost (the State does not contribute to local cost share). The recommended source for the 25 percent local share for each of the four grant applications is described under "BACKGROUND" above.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Eric Humel, Grants Specialist

ATTACHMENTS

1. HMGP and PDM_Resolution_Executed
2. PDM_City_Reso_Final (3)

STATE OF CALIFORNIA
CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
CAL OES 130

Cal OES ID No: _____

**DESIGNATION OF SUBRECIPIENT'S AGENT RESOLUTION
Hazard Mitigation Grant Program and Pre-Disaster Mitigation Program**

BE IT RESOLVED BY THE City Council OF THE City of Oxnard
(Governing Body) (Name of Applicant)

THAT City Manager OR
(Title of Authorized Agent)
Public Works Director OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Oxnard, a public entity
(Name of Subrecipient)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Service. for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the City of Oxnard, a public entity established under the laws of the State of California,
(Name of Subrecipient)

hereby authorizes its agent(s) to provide to the California Governor's Office of Emergency Service for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

☒ This is a universal resolution and is effective for all open and futures Disasters/Grants up to three (3) years following the date of approval below.

☐ This is a Disaster/Grant specific resolution and is effective for only Disaster/Grant name/number(s) _____

Passed and approved this 18th day of June, 20 19

Tim Flynn Tim Flynn, Mayor
(Name and Title of Governing Body Representative)
Alexander Nguyen Alexander Nguyen, City Manager
(Name and Title of Governing Body Representative)
Stephen M. Fischer Stephen M. Fischer, City Attorney
(Name and Title of Governing Body Representative)

CERTIFICATION

I, Michelle Ascencion, CMC, duly appointed and City Clerk of
(Name) (Title)

City of Oxnard, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the City Council of the City of Oxnard
(Governing Body) (Name of Applicant)

on the 18th day of June, 20 19.

Michelle Ascencion City Clerk
(Signature) (Title)

RESOLUTION NO. 15,235

PASSED, APPROVED, and ADOPTED, the 18th day of June, 2019 by the following vote:

AYES: Councilmembers Basua, Flynn, Lopez, MacDonald, Madrigal, Perello and Ramirez.

NOES: None.

ABSTAIN: None.

ABSENT: None.


Michelle Ascencion, City Clerk

CITY COUNCIL OF THE CITY OF OXNARD
 RESOLUTION NO. _____
 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
 AUTHORIZING THE CITY MANAGER TO SUBMIT AN
 APPLICATION FOR FEDERAL AND/OR STATE ASSISTANCE

WHEREAS, City Council Resolution No. 12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Public Works Department has requested that City Council approve the submittal of applications to the California Governor's Office of Emergency Services for \$7,922,714 in Pre-Disaster Mitigation funds regarding the Pre-Disaster Mitigation Grant Program to be used the Mandalay Bay Seawall Retrofit, the Emergency Backup Generator at the Del Norte Regional Recycling and Transfer Station, the Emergency Backup Generator at Police Headquarters and the Emergency Backup Generator and Electrical Building Construction at the Oxnard Wastewater Treatment Plant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oxnard that the City Manager is hereby authorized to execute for and on behalf of the City of Oxnard, a public entity established under the laws of the State of California, these applications and to file them with the California Governor's Office of Emergency Service for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act, per the State of California Governor's Office of Emergency Services form Cal OES 130 (attached hereto and incorporated herein as Attachment A). The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Director of Public Works or his or her designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS _____ day of _____, 2019, by the following vote:

AYES:

NOES:

ABSENT:

 Tim Flynn, Mayor

APPROVED AS TO FORM:

ATTEST:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.11.**

DATE: November 19, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Approve the Third Amendment to Agreement No. A-7848 with Hopkins Groundwater Consultants, Inc. for Hydrogeologic Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the Third Amendment to Agreement No. A-7848 (Purchase Order 5794) with Hopkins Groundwater Consultants, Inc. ("HGC"), that:

1. Adds \$500,000 for professional services for the final design and start-up of the City's Campus Park Aquifer Storage and Recovery (ASR) Well #1 project (Project);
2. Increases the professional services contract agreement from \$750,000 to \$1,250,000; and
3. Extends the expiration date to December 31, 2021.

(The Public Works and Transportation Committee approved 3-0)

BACKGROUND

The Public Works Department sent out a request for proposal (RFP) for hydrogeologic design, technical review and consulting support services in late 2015. The City has been using these types of professional support services for many years to assist the city in managing its water system groundwater supply. The RFP was distributed to twenty-two (22) regional hydrogeologic consulting firms, advertised in the local newspaper and posted on the City's website. Three firms responded. A panel of Public Works staff determined HGC to be the most qualified candidate having extensive knowledge of rules and regulations relevant to water resources in western Ventura County and relevant local and State regulatory agencies, such as Fox Canyon Groundwater Management Agency, the California Department of Water Resources (DWR) and the Regional Water Quality Control Board (RWQCB). City Council approved HGC's Agreement A-7848 on January 12, 2016 for \$750,000 for a term to December 31, 2018.

On November 11, 2017 a First Amendment to the Agreement was executed that modified language pertaining to a reference to the rate sheet and counterpart legality. On December 5, 2018, a Second Amendment to the Agreement extended the term to December 31, 2019. In summary, the contract was changed from a three year \$250,000 per year contract to a total \$750,000 lump sum contract extended to the end of 2019. During the term of this contract, HGC also supported City staff in the successful State Proposition 84 Integrated Regional Water Management (IRWM) 2014 Drought Grant application for a Groundwater Replenishment and Reuse Project (Grant) thru the County of Ventura to the DWR at the City's Campus Park facility). This project is also known as the Aquifer Storage and Recovery (ASR) project. The City's funding grant share is \$475,750 with the State's grant share at \$1,109,250 for a total value of \$1,585,000.

The Aquifer Storage and Recovery Project will allow storage and recovery of Reclaimed Water produced from the City's Advanced Water Purification Facility (AWPF) and assist in the City's Groundwater Replenishment Reuse Project that is part of the City Groundwater Recovery Enhancement and Treatment (GREAT) Program. All site work is being coordinated with the City's Parks Division, Campus Park Master Plan.

Much of the construction to comply with the grant has been completed, namely the drilling of new well for groundwater recharge, and installation of a Recycled Water pipeline and appurtenances as well as the three (3) monitoring wells. As part of the current contract the preliminary design is being completed for the Grant required pump facilities for injecting the reclaimed water. Final design and construction of the facilities remains.

DISCUSSION

The Grant requires that City Reclaimed Water be injected into the groundwater basin be accomplished by September 1, 2020. This will allow for future recovery of added water from the groundwater basin essentially increasing the City's water supply. In order to complete plans and specifications for construction of the Project and meet the schedule requirement of the Grant, it is necessary to increase this professional services contract.

At this time, the Public Works Department is requesting to increase the contract amount by \$500,000 for the total contract Agreement amount not to exceed \$1,250,000. This increase will provide for Project final design, Project monitoring/reporting during for Project construction and continue ongoing hydrogeologic consulting support to City staff for another two years.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

FINANCIAL IMPACT

Staff has determined that to have the hydrogeologic support to complete the ASR project Final Design, and for Design Services during Construction the Agreement value needs to be increased by \$500,000 for a total Agreement value of \$1,250,000. HGC has not exceeded the current contract spending limit. It is anticipated that \$300,000 will be expended in Fiscal Year 2019/2020 and \$100,000 in each fiscal year thereafter through the term of the contract (Fiscal Years 2020/2021 and 2021/2022). There is sufficient funding in the Fiscal Year 2019/2020 Budget in Capital Project 116505 (Great ASR Wells) Account No. 603-6551-821-8209. Funding for Fiscal Years 2020/2021 and 2021/2022 will be included in the respective budget of each fiscal year (Water Operating Fund, Account No. 601-6010-842-8209).

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on October 22, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. 3rd Amendment to A-7848 (CA_VEN Sig)
2. Second Amendment (FINAL)
3. First Amendment to A-7848
4. Executed Agreement No. A-7848

Agreement No. A-7848

THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Third Amendment ("Third Amendment") to the agreement for professional services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and Hopkins Groundwater Consultants, Inc. ("Consultant"). This Third Amendment amends the Agreement entered into on January 12, 2016, by City and Consultant. The Agreement previously has been amended on November 11, 2017, by a First Amendment, and on December 5, 2018, by a Second Amendment.

City and Consultant agree as follows:

1. Section 12 (Term of Agreement) is replaced with the following:

"This Agreement shall expire on December 31, 2021."

2. Section 14a. (Compensation) is amended as follows:

The not to exceed amount of "\$750,000," is deleted and replaced with, "\$1,250,000."

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

Agreement No. A-7848

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

HOPKINS GROUNDWATER
CONSULTANTS, INC.

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ _____, Buyer

 10-29-19

 Curtis Hopkins, President² Date

 10-29-19

 Cheryl Hopkins, Vice President Date

ATTEST:

 Michelle Ascencion, Date
 City Clerk (only if Mayor signs)

APPROVED AS TO FORM:

 10-22-19

 Stephen M. Fischer, Date
 City Attorney (always required)

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

Agreement No. A-7848

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the agreement for professional services ("Agreement") is made and entered into in the County of Ventura, State of California, this 5TH day of December 20 18, by and between the City of Oxnard, a municipal corporation ("City"), and Hopkins Groundwater Consultants, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on January 12, 2016, by City and Consultant. The Agreement previously has been amended on November 11, 2017.

City and Consultant agree as follows:

1. Section 12 is replaced with the following:

"This Agreement shall expire on December 31, 2019."

2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

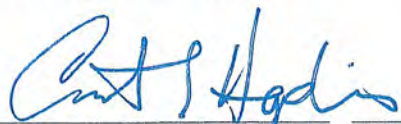
Agreement No. A-7848

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

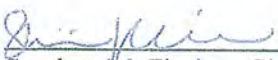
HOPKINS GROUNDWATER
CONSULTANTS, INC.

 12-5-18
☐ Tim Flynn, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☒ Lisa Boerner, Purchasing Manager
☐ _____, Buyer

 11-28-18
 Curtis Hopkins, President² Date

 11-28-18
 Cheryl Hopkins, Vice President Date

APPROVED AS TO FORM:

 11/27/18
 Stephen M. Fischer, City Attorney (always required) Date

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$175,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$175,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

Agreement No. A-7848

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 11th day of November, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and Hopkins Groundwater Consultants, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on January 12, 2016, by City and Consultant.

City and Consultant agree as follows:

1. Section 14 (a) is deleted and replaced with the following:

"City agrees to pay Consultant in an amount not to exceed \$750,000 at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein."

Exhibit B is not being changed from the Exhibit B attached to the Agreement.

2. Section 36 is deleted and replaced with the following:

"This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes."

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

Agreement No. A-7848

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

[Signature] 11/16/17
☐ Tim Flynn, Mayor Date
 (if agreement is \$250,000.01 or more)
☐ Greg Nyhoff, City Manager (if agreement is \$25,000.01-\$250,000.00)
☒ Lisa Boerner, Purchasing Agent (if agreement is up to \$25,000.00)

HOPKINS GROUNDWATER
CONSULTANTS, INC.

[Signature] 11-7-17
 Curtis Hopkins, President/Secretary Date
[Signature] 11-7-17
 Cheryl Hopkins, Vice President Date

ATTEST:

[Signature]
 Michelle Ascencion, City Clerk Date
 (if agreement is \$250,000.01 or more)

APPROVED AS TO FORM:

[Signature] 11/16/17
 Stephen M. Fischer, City Attorney Date
 (required for any agreement amount)

APPROVED AS TO CONTENT:

[Signature] 11/7/17
 Omar Castro, Project Manager Date
 (required for any agreement amount)
[Signature] 11/8/17
 Thien Ng Date
 Interim Public Works Director
 (if agreement is \$25,000.01 or more)

[Signature]
 Ruth Osuna, Assistant City Manager Date

APPROVED AS TO AMOUNT:

[Signature]
 Greg Nyhoff, City Manager Date
 (if agreement is \$250,000.01 or more)

APPROVED AS TO INSURANCE:

[Signature] 1/8/18
 Mike More, Risk Manager Date
 (required for any agreement amount)

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

PLEASE DO NOT
REMOVE THIS BOX

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

Agreement No. A-7848

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 12th day of January, 2016, by and between the City of Oxnard, a municipal corporation ("City"), and Hopkins Groundwater Consultants, Inc. ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, City desires to hire Consultant to perform certain professional consulting services specified herein such as either architectural, landscape architectural, engineering, or land surveying services; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein (the "Services").

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.



5. Coordination of Services

The Services shall be coordinated with City Engineer (“**Manager**”), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Curtis J. Hopkins as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant’s sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City’s Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on January 12, 2016, and expire on December 31, 2018.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$250,000 per year for the Services at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("**documents and materials**") shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type or cause that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors, except where such liability was caused by the sole negligence or sole willful misconduct of the Indemnified Party. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. If the liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

b. The duty to defend set forth in paragraph 21(a) is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation that persons other than Consultant are also responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If liability was caused by the comparative negligence or willful misconduct

of the Indemnified Party, Consultant shall be entitled to reimbursement from the Indemnified Party for the costs of defense in proportion to the established comparative liability.

c. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a “**governmental decision**” as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for

employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Hopkins Groundwater Consultants, Inc., P.O. Box 3596, Ventura, CA 93006-3596, Attention: Curtis J. Hopkins.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Department – Utilities, 305 West Third Street, 3rd Floor East Wing, Oxnard, California 93030, Attention: City Engineer.

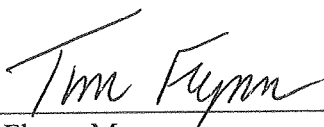
41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

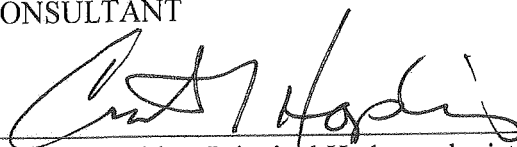
City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD



 Tim Flynn, Mayor

CONSULTANT



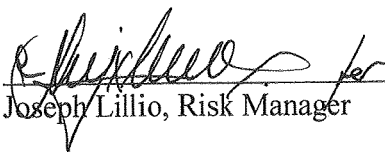
 Curtis J. Hopkins, Principal Hydrogeologist
 Hopkins Groundwater Consultants Inc.

ATTEST:



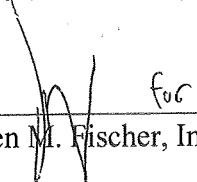
 Daniel Martinez, City Clerk

APPROVED AS TO INSURANCE:



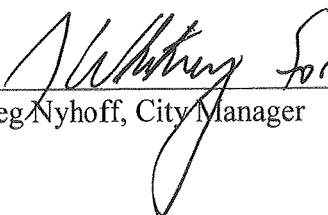
 Joseph Lillio, Risk Manager

APPROVED AS TO FORM:



 Stephen M. Fischer, Interim City Attorney

APPROVED AS TO AMOUNT:



 Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:



 Daniel Rydberg, P.E. Interim Public Works Director

EXHIBIT A

SCOPE OF SERVICES

The City of Oxnard requires hydrogeological services to assist with a specific portion of its diverse municipal water supply system. The scope of work requested and detailed in tasks 1-9 below has two major components:

- Hydrogeological study and the design of recycled water aquifer storage and recovery (ASR) facilities to optimize the utilization of local groundwater resources. The scope of services includes hydrogeologist and engineering geologist services during planning, permitting, predesign, design, bidding, construction, and start-up of the groundwater supply and recycled water aquifer storage and recovery (ASR) facilities (Project). The individual scope of services items that comprise the Project will be authorized as necessary and at the discretion of the City.
- Technical review of water supply documents and professional consulting services to support ongoing groundwater resource planning efforts, planned development projects, and City capital improvements programs. The scope of services includes providing the necessary hydrogeological design, technical review, and hydrogeological consultation support services consistent with ongoing groundwater resource planning, development projects, and capital improvement programs. Professional hydrogeological services shall include the following scope of work. The scope of services is detailed below.

Task 1 – Project Management

The Consultant shall provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided for this project. These services shall include coordination and management of all work performed by Consultant and its sub-consultants. Throughout the project, the Consultant will provide Quality Assurance / Quality Control Measures by involving Consultant's team of professionals as appropriate for the work being conducted. Consultant (and as appropriate its sub-consultants) shall attend project meetings with City staff and regulating agencies as required for project performance and as requested by City staff.

Deliverables: monthly progress reports that are submitted with Project billing.

Task 2 – Preliminary Investigations

In preparation for each phase of the project, Consultant shall review and assess existing well performance and groundwater water quality data, reports, and record documents that are relative to the project and conduct all the necessary investigations and analyses required to identify and

mitigate project issues that could impact or be impacted by construction and operation of the completed groundwater development project. These services shall include:

1. Review of regulations and applicable codes for which the project must comply
2. Provide hydrogeological analyses to satisfy local and state agency permitting requirements
3. Provide hydrogeological analyses to support City CEQA compliance efforts
4. Conduct geotechnical investigation studies in support of design structures, pavement, and pipelines for the project

Deliverables: as they are required for the specific phase of work:

- Draft and final hydrogeological reports.
- Draft and final groundwater replenishment and reuse reports to complete the Title 22 Engineering reports necessary for indirect potable reuse projects.
- Groundwater models.
- Draft and final geotechnical report.
- Presentation materials for stakeholder meetings or technical workshops

Task 3 – Operational Support

Consultant shall provide operational support services to City staff as requested. Services are anticipated to include hydro-geologic evaluations, and groundwater production studies including, but not limited to the following tasks:

1. Develop groundwater production strategies to balance supplies and avoid penalties in response to Fox Canyon Groundwater Management Agency (FCGMA) reductions in groundwater allocations and Calleguas Municipal Water District (CMWD) reductions in imported water supply.
2. Work closely with Water Operations staff to monitor groundwater pumping and water quality variations on a regular basis and provide blending alternatives for City consideration to maintain a uniform water quality within its system.
3. Review well performance and production capacities to understand the limitations that can develop at each City blending station and determine courses of action to improve the reliability of the groundwater supply.
4. Provide direct observations and support for the aquifer storage and recovery program proposed as part of the City indirect potable reuse project at the Campus Park wellfield location including groundwater monitoring, sample collection and laboratory services, data analysis and reporting as necessary for RWQCB permit compliance.

5. Coordinate with staff and City's engineering consultants and provide hydrogeological insight on issues that will affect proposed Capital Improvement Projects.
6. Conduct assessments of undocumented wells to determine the appropriate response and the course of action required for well destruction.
7. Provide consultation on FCGMA and State Water Resources Control Board issues that may affect the City groundwater supply and/or the proposed ASR well operations for the City's indirect potable reuse (IPR) project.
8. Provide support for preparation of the 2015 Urban Water Management Plan, to be prepared by a City consultant, and other planning documents that consider groundwater supplies.
9. Provide support to address FCGMA issues such as; a) groundwater basin responses to the GREAT program delivery of water for agriculture use and pump back allocation for City supply, b) transfers of groundwater allocation during land development, c) conservation credit accounting and reuse, and d) pump back of injection credits accumulated from operation of the Campus Park ASR wellfield.
10. Conduct well performance testing and observations to aid City staff in well maintenance and prepare well rehabilitation options for consideration and final specifications for contractor performance.
11. Provide hydrogeological input to facilitate the development of master planning efforts performed by City consultants including; a) City Water System Master Plans, b) Recycled Water Master Plan, c) Water Supply Assessment, d) Water Supply Verification and Projection, and e) Injection and Storage of Imported Water.
12. Conduct ASR demonstration study by injecting purified recycled water and collecting groundwater levels and water quality data at the Campus Park wellfield in compliance with RWQCB waste discharge permit requirements.
13. Develop program and conduct groundwater tracer testing to satisfy conditions in state regulations governing Groundwater Replenishment Using Recycled Water (DPH-14-003E, dated June 18, 2014).

Task 4 – Permitting

Consultant shall assist the City with its permitting obligations by identifying, coordinating, preparing, submitting, and managing (as requested), all required permits for groundwater projects that are issued by agencies including, but not limited to:

1. Ventura County Watershed Protection District
2. County of Ventura
3. California Division of Drinking Water
4. California Regional Water Quality Control Board

5. Fox Canyon Groundwater Management Agency
6. Calleguas Municipal Water District
7. United Water Conservation District

Task 5 - Preliminary Design

As City Master Plan projects require groundwater development facilities, Consultant will prepare preliminary design reports for well facilities. Consultant will assess hydrogeological conditions that may affect the implementation of a project and consider both natural and regulatory restrictions that may affect project implementation. Based on our understanding of local hydrogeology and well performance criteria, Consultant will develop conceptual designs for preliminary wellfield layouts at proposed IPR sites and preliminary designs for ASR well construction. As part of these efforts, a cost estimate and implementation schedule will be developed and included in the preliminary design report.

For this work task, Consultant shall develop preliminary ASR well designs that are suitable for the site-specific aquifer conditions and the project constraints identified by the City. Well designs will be based on: a) the findings of the hydrogeological feasibility studies, b) the result of discussions with regulatory agencies and potentially affected parties, and c) the City's selection of well locations and target aquifer zones. Consultant work will be augmented by the sub-consultant services of Mr. David Pyne, with ASR Systems, LLC. Mr. Pyne will be utilized to provide peer review of the ASR well facility designs, discussions with City staff and its consultants about conveyance piping and well pump operational constraints (including down hole control valves), and professional experience with California regulations regarding aquifer storage and recovery of recycled water.

Task 6 - Design Development

After completion of Preliminary Design Report(s) and receipt of comments by City and regulatory agencies, Consultant will develop the final design for groundwater production and ASR wells in preparation for project plans and specifications. Subsequently, Consultant will identify logistical constraints that will be considered when compiling the project plans and specifications. Consultant will work directly with City staff to determine if certain accommodations could be provided by the City for the contractor, which would result in lower project costs (i.e., construction water, and area for cuttings storage and/or disposal, etc.). Based on the findings of this effort, Consultant will prepare the special provisions section of the project bid document package that will be required to solicit bids from qualified construction contractors. The special provisions section will include thorough specifications and requirements for the: a) drilling process to be used, b) drilling fluids properties to be maintained, c) the borehole geophysical logs required, d) the type of materials and installation methods to be used, e) the well development procedures to clean the well and gain well production, and f) the final testing of the well that will provide information necessary for design of the permanent pump capacity and setting.

Well construction specifications will provide a detailed description of the specific materials, methods, and procedures required to accomplish the following project components:

1. Mobilization/Demobilization
2. Sound Control and Public Safety
3. Conductor Casing Installation
4. Pilot Borehole Drilling
5. Geophysical Logging
6. Pilot Bore Reaming
7. Caliper Survey
8. Well Casing, Screen, Gravel Tube, and Sounding Tube Assemblages
9. Gravel Pack Envelope
10. Cement Sanitary Seal
11. Well Alignment Test
12. Standby Time
13. Mechanical and Chemical Development
14. Test Pump Installation and Removal
15. Hydraulic Well Development
16. Production Testing
17. Spinner Survey
18. Well Disinfection
19. Concrete Pad or Pedestal
20. Site Clean-up
21. A unit of payment for each project component will be identified and will be based on either an hourly rate, linear footage, lump sum, or other appropriate quantity cost. All well construction conditions will be in accordance with the requirements of the State of California and the County of Ventura.
22. Consultant will prepare an engineer's opinion of probable costs for well construction activities that is based on current construction costs, anticipated hydro-geologic conditions, actual well design, and permit conditions.
23. A 90 percent draft of the technical specifications document will be provided to the City for its review and comment. The draft will include a well location map and a preliminary well design drawing to supplement the written text. Upon receipt of City review comments, Consultant will finalize the project plans and specifications and deliver one (1) bound copy and an electronic copy (pdf file) to the City for incorporation into the final specifications document. The City will combine these

technical specifications sections with the City's standard construction project requirements to produce a final and complete project specifications document. Well construction designs and specifications shall follow established City standards.

Task 7 - Procurement Assistance

Upon completion of the Technical Specifications Section, Consultant will assist the City in preparing the procurement documents in the City's format to complete the project plans and specifications in preparation for release. During the bidding period Consultant will attend a pre-bid meeting with the contractors and City personnel to review the critical aspects of the technical specifications for well construction and answer questions about site conditions or specified materials, methods and procedures. Consultant will assist the City with preparation of any technical addendum that may be required during the bidding period to provide clarification of the work specified. Subsequently, Consultant will assist the City by reviewing the formal bids and determining the lowest responsive bidder's drilling qualifications.

Task 8 - Post Design Services

Preconstruction Meeting. Upon receipt of all required contract submittals, Consultant will participate with City staff in a preconstruction meeting where construction related details will be discussed specifically for identification and clarification of project-critical issues prior to commencement of work. Specific contacts will be identified for all the parties actively involved to facilitate communication that must be executed in a timely and succinct manner in order to avoid change order claims or project delays. Consultant will assist the City in review and acceptance of construction contractor submittals and drawings for technical compliance with the project plans and specifications. During this process Hopkins will also respond to contractor requests for technical information.

Construction Inspection and Documentation. During well drilling and construction, Consultant will monitor contractor activities and document compliance with the construction specifications. Consultant will provide around-the-clock (24-hour) inspection services during the drilling and well construction aspects of the project where this work schedule is required of the contractor and of the work that is critical to the ultimate performance of the well. Consultant will coordinate with City staff and the anticipated Contractor schedule to minimize unnecessary inspection time during mobilization and demobilization, pump installation and removal, site cleanup, etc. as a measure to control contract costs. Consultant will document its observations and conversations with Contractor personnel on daily field reports, which will provide a legal basis to protect the City and minimize its liability and risks. Consultant will review and approve technical submittals required from the Contractor for well construction.

Lithological Logging and Final Well Design. During the well drilling process Consultant's services will include lithological logging of the pilot borehole cuttings, inspection and interpretation of the geophysical electric log, collection of formation samples for conducting laboratory sieve analyses, and monitoring (and if necessary verification testing) of drilling fluid

parameters. After completion of the pilot borehole, the lithological log and geophysical surveys will be correlated to provide a basis for final well design recommendations. The final well design will take into consideration both the fluid quality and quantity of groundwater production that can be inferred from geophysical log interpretation. The final design will consider material types versus project costs, provide sufficient materials strengths, result in prudent screen entrance velocities and up hole velocities, and provide casing diameter/depth considerations.

Drilling Fluid Monitoring and Materials Inspection. During pilot borehole reaming activities the drilling fluid parameters will be monitored more closely by Consultant to prevent excessive formation damage that can be caused by drilling fluid invasion. Drilling fluid parameters are important to develop a stable borehole and minimize risk of collapse during the well construction process. After completion of the drilling process, Consultant will monitor well construction to verify that the materials and construction methods used during well installation are in accordance with those specified. Well screen slot openings will be callipered and wall thicknesses measured to verify quality assurance and control is provided on the more critical aspects of well design. Representative samples of the wells select gravel pack materials may be submitted to a laboratory for a grain-size analysis to assure conformance with the specified gradation that will promote low sand production and high well efficiency.

Well Development and Testing Observations. Upon completion of well construction activities, Consultant will observe active well development procedures to document development progress and effectiveness. Well development is anticipated to incorporate chemical, mechanical and hydraulic methods in combination to provide quick and reliable development of well screen intervals. During well development pumping and subsequent production testing, Consultant will instrument the pumping well with a pressure transducer and data logger (HERMIT) to obtain accurate water level readings. Water level data will be collected during the variable rate discharge (step) test, constant rate discharge test, and well recovery test periods. Prior to removal of the test pump equipment, the well screen interval will be logged with a spinner tool (if desired by the City). The spinner survey will provide an indication of the zone specific contribution to well production at the time of well construction. This information will be valuable in assessing well plugging that has occurred over time prior to performing future well rehabilitation procedures.

Final Inspections. Upon removal of the test pumping equipment and after bailing fill from the bottom of the well, Consultant will inspect the post completion well video, the plumbness and alignment survey, and well chlorination procedures.

Construction Change Order Processing. Consultant will assist the City with the review of drilling Contractor change orders that may be submitted over the course of the project. All change order requests will be reviewed and analyzed with regard to the provisions detailed in the technical plans and specifications. Review findings will be submitted to the City in the form of a recommendation for final approval or rejection.

Contractor Invoice Review and Approval. Consultant will review progress payment invoices from the drilling Contractor as they are received to ensure that they are accurate and that the amounts being invoiced are consistent with observations documented in Consultant's daily field reports. Upon completion of our review, the Contractor requests for payment will be forwarded to the City. If there are invoice discrepancies, the items will be identified for City review to facilitate subsequent correction of the invoice amounts.

Task 9 – Project Closeout

Upon the completion of well construction and testing activities, Consultant will assist City staff with closeout of all project activities with the Contractor and deliver all project files to the City. Subsequently, Consultant will assemble a summary of operations report that will be complete with documentation of construction procedures, copies of well logs, and a drawing of "As-Built" well construction details. The well production testing data will be analyzed to estimate aquifer parameters and determine well performance characteristics for use in well interference analyses and to provide recommendations for a permanent pump design and depth setting. Three (3) bound copies and an electronic copy (pdf file) of the final report will be provided to the City for its use and future reference.

EXHIBIT B

HOPKINS
GROUNDWATER
CONSULTANTS

Project Fee Schedule

Labor Category

Expert Witness	\$ 480
Principal Professional	\$ 240
Associate Professional	\$ 205
Senior Professional	\$ 185
Project Professional	\$ 165
Staff Professional	\$ 135
Technician	\$ 115
(Prevailing Wage Projects Requiring Technician Labor 1.5 times normal rate)	
Draftsman/Illustrator	\$ 100
Word Processor	\$ 85

Other Expenses

Travel Expenses	Cost plus 15 percent
Reproduction Expenses	Cost plus 15 percent
Outside services and materials	Cost plus 15 percent
Vehicle Mileage	IRS Rate

Equipment Rental

	<u>Daily Rate</u>	<u>Weekly Rate</u>	<u>Monthly Rate</u>
MiniTROLL (data logger < 100 FT)	\$100	\$310	\$ 925
HERMIT 3000 (data logger)	\$125	\$400	\$1,200
Pressure Transducer (< 400 FT)	\$ 65	\$190	\$ 575
Pressure Transducer (< 1,000 FT)	\$ 95	\$300	\$ 900
Water Level Sounder	\$ 40	\$140	\$ 420
Stream Flow Meter	\$ 40	\$140	\$ 420
Grundfos RediFLO 2 Sample Pump	\$150	\$450	\$1,350
Trash Pump (3-inch dia. discharge)	\$ 65	\$260	\$ 780
HyDAC/Hanna (Ec, pH, temp. meter)	\$ 45	\$140	\$ 420
Horiba U-10 Water Quality Probe	\$ 75	\$260	\$ 780
YSI 556MPS Water Quality Probe	\$ 65	\$220	\$ 660
Rossum Sand Tester	\$ 30	\$ 75	\$ 225
Mud Parameter Test Kit	\$ 35	\$140	\$ 420
Drilling Fluid/Mud Press	\$ 45	\$180	\$ 540
MFI/SDI Test Kit	\$ 25	\$ 75	\$ 225
Truck Rental (3/4 ton)	\$100	\$600	\$2,400
Field Computer	\$ 50	-----	-----
Digital Camera	\$ 15	-----	-----
GA-52Cx Magnetometer	\$ 50	\$140	-----
Field Handheld GPS Unit	\$ 25	-----	-----
Water Quality Bailer (2")	\$ 45	-----	-----
Tedlar Gas Sample Bags	\$ 40	-----	-----
Nitrate or Chloride Field Test Kits	\$ 40	-----	-----
Electric Generator (220/110 W) (8 hr/day)	\$ 85	\$200	\$ 600
Electric Power Inverter (8 hr/day)	\$ 25	\$ 75	\$ 180
Downhole Video Camera (hand operated)	\$400	-----	-----

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE	
INSURED		COMPANY LETTER A	SPECIFY COMPANY NAMES IN THIS SPACE
		COMPANY LETTER B	

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Manager
Reference No. _____
300 W. Third Street, Suite 302
Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Telephone: () _____ Date Signed: _____

[illegible]



CERTIFICATE OF LIABILITY INSURANCE

ITEM #K-11

DATE (MM/DD/YYYY)

11/19/2015

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

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

PRODUCER Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Nikki Raunsbak, CISR, AINS PHONE (A/C No. Ext): (805) 585-6172 FAX (A/C No): (805) 585-6272 E-MAIL: nraunsbak@tolmanandwiker.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Admiral Ins Co NAIC # 24856 AA INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Hopkins Groundwater Consultants, Inc. P.O. Box 3596 Ventura CA 93006-3596	

COVERAGES

CERTIFICATE NUMBER: 15/16 GL/PROF/POLL

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 5,000,000
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	CLAIMS-MADE ☒ OCCUR		FEIECC17300-02	8/30/2015	8/30/2016	MED EXP (Any one person) \$ 5,000
	\$2,500 deductible					PERSONAL & ADV INJURY \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 5,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED					RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		FEIECC17300-02	8/30/2015	8/30/2016	\$5,000,000 Limit, \$5,000 deduct
A	Pollution Liability		FEIECC17300-02	8/30/2015	8/30/2016	\$5,000,000 Limit, \$2,500 deduct

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

Gen Liab: Cert. Holder, its City Council, officers, employees, agents, and volunteers are Add'l. Insured as respects to operations of the Named Insured per attached #ECC-319-0712. This insurance is primary & non-contributory to any other insurance held by Additional Insured per attached #ECC-548-0712. Attached endorsements apply only when required by written during the policy term.

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard
Risk Manager - Reference #A-7848
300 West Third St Suite 302
Oxnard, CA 93030

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

AUTHORIZED REPRESENTATIVE

N Raunsbak, CISR, AIN



Hopkins Groundwater Consultants, Inc.

Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 8/30/2015 attaches to and forms a part of Policy Number FEIECC17300-02. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.



Hopkins Groundwater Consultants, Inc.

**Automatic Primary and Non-Contributory
Insurance Endorsement
Designated Work Or Project(s)**

This endorsement, effective 8/30/2015 attaches to and forms a part of Policy Number FEIECC17300-02 This endorsement changes the Policy. Please read it carefully.

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

CERTIFICATE OF INSURANCE

ITEM #K-11

This certifies that

- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
☒ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
☐ STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
☐ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
☐ STATE FARM LLOYDS, Dallas, Texas

NATL 2557 A

insures the following policyholder for the coverages indicated below:

Policyholder HOPKINS GROUNDWATER CONSULTANTS, INC.

Address of policyholder 2300 ALESSANDRO DR STE 210

Location of operations VENTURA CA 93001

Description of operations

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
90-S3-1045-1	Comprehensive Business Liability	12/01/14	12/01/15	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:		☐ Products - Completed Operations ☐ Contractual Liability ☐ Underground Hazard Coverage ☐ Personal Injury ☐ Advertising Injury ☐ Explosion Hazard Coverage ☐ Collapse Hazard Coverage ☒ UNOC CVG \$1,000,000 ☐		Each Occurrence \$ 1,000,000 General Aggregate \$ 2,000,000 Products - Completed Operations Aggregate \$
90-XG-9717-2	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
	☒ Umbrella ☐ Other	Effective Date	Expiration Date	Each Occurrence \$ 2,000,000 Aggregate \$
90-BD-E566-5	Workers' Compensation and Employers Liability	01/01/15	01/01/16	Part 1 STATUTORY Part 2 BODILY INJURY Each Accident \$ 1000000 Disease - Each Employee \$ 1000000 Disease - Policy Limit \$ 1000000

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
099 3083-A19-55	AUTO-11 NISSAN	07/19/15	01/19/16	500/500/500 (2,500,000 w/umbrella)
099 3082-A19-55	AUTO-11 NISSAN	07/19/15	01/19/16	500/500/500 (2,500,000 w/umbrella)
099 3081-A19-55	AUTO-01 FORD PU	07/19/15	01/19/16	500/500/500 (2,500,000 w/umbrella)

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

ADDITIONAL INSURED:

City of Oxnard, its City Council, Officers, Employees and Volunteers
 Agreement No. A-7848
 300 West Third St, Ste 302
 Oxnard, CA 93030

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30

days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.



Signature of Authorized Representative
 AGENT 11/18/15

Title Date

Agent's Code Stamp

AFO Code F428

CERTIFICATE OF INSURANCE

ITEM #K-11

This certifies that

- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- ☒ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- ☐ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- ☐ STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder HOPKINS GROUNDWATER CONSULTANTS, INC.

Address of policyholder 2300 ALESSANDRO DR STE 210

Location of operations VENTURA CA 93001

Description of operations

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
90-S3-1845-1	Comprehensive Business Liability	12/01/15	12/01/16	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:		☐ Products - Completed Operations ☐ Contractual Liability ☐ Underground Hazard Coverage ☐ Personal Injury ☐ Advertising Injury ☐ Explosion Hazard Coverage ☐ Collapse Hazard Coverage ☒ UNOC CVG \$1,000,000 ☐		Each Occurrence \$ 1,000,000 General Aggregate \$ 2,000,000 Products - Completed Operations Aggregate \$
90-XG-9717-2	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
	☒ Umbrella	Effective Date	Expiration Date	Each Occurrence \$ 2,000,000
	☐ Other	10/4/15	10/4/16	Aggregate \$
90-BD-E566-5	Workers' Compensation and Employers Liability	01/01/15	01/01/16	Part 1 STATUTORY Part 2 BODILY INJURY
				Each Accident \$ 1000000 Disease - Each Employee \$ 1000000 Disease - Policy Limit \$ 1000000
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
099 3083-A19-55	AUTO-11 NISSAN	07/19/15	01/19/16	500/500/500 (2,500,000 w/umbrella)
099 3082-A19-55	AUTO-11 NISSAN	07/19/15	01/19/16	500/500/500 (2,500,000 w/umbrella)
099 3081-A19-55	AUTO-01 FORD PU	07/19/15	01/19/16	500/500/500 (2,500,000 w/umbrella)

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

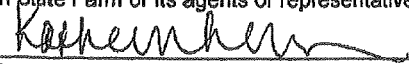
Name and Address of Certificate Holder

ADDITIONAL INSURED:

City of Oxnard, its City Council, Officers, Employees and Volunteers
 Agreement No. A-7848
 300 West Third St, Ste 302
 Oxnard, CA 93030

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30

days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.


 Signature of Authorized Representative
 AGENT 11/18/15
 Title Date

Agent's Code Stamp

AFO Code F428

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

CITY OF OXNARD, ITS CITY COUNCIL,
OFFICERS, EMPLOYEES AND VOLUNTEERS
ATTN RISK MANAGER
300 WEST THIRD ST STE 302
OXNARD CA 93030

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/15

Policy No. 90-BD-E566-5

Endorsement No.

Insured HOPKINS GROUNDWATER CONSULTANTS INC

Premium \$

Countersigned By _____

WC 00 03 13
(Ed. 4-84)

StateFarm STATE FARM®



900 Old River Road
Bakersfield CA 93311-9501

DATE OF NOTICE: DEC 22 2014

CODE:

AT1 12 34A
000383 0093 A

CITY OF OXNARD
IT'S CITY COUNCIL, OFFICERS,
EMPLOYEES AND VOLUNTEERS
ATTN: RISK MANAGER
300 W 3RD ST STE 302
OXNARD CA 93030-5729

NOTE: PLEASE NOTIFY STATE FARM AT THE
ADDRESS LISTED AT THE TOP, LEFT CORNER
OF THIS PAGE REGARDING ANY CHANGE OF
ADDRESS INFORMATION.



0101-ST-0000

ADDITIONAL INSURED'S NOTICE OF COVERAGE

State Farm Mutual Automobile Insurance Company

1263-FBD9A

NAMED INSURED:

HOPKINS GROUNDWATER
CONSULTANTS INC
172 EL CERRITO CIR
VENTURA CA 93004-1755

POLICY NO:

099 3082-A19-55H

YR/MAKE/MODEL:

2011 NISSAN PICKUP

VIN/CAMPER:

1N6AD0ER6BC400496

AGENT NAME:

JOHN DERR

AGENT PHONE:

(805)988-8895

ENDORSEMENT NO: 6028BU**COVERAGE:**

BI AND PD LIABILITY
\$500,000/\$500,000/\$500,000
\$500 DED. COMP.
\$500 DED. COLL.

POLICY EFFECTIVE

DEC 10 2014 UNTIL TERMINATED

POLICY MESSAGES: This policy shown above supersedes policy# 0993082-55G.

The policy includes a loss payable clause protecting the additional insured's interest in the described car to the extent of the insurance provided and subject to all policy provisions. The additional insured will be given 20 days notice if the policy is terminated. Until such notice is provided, it shall be presumed that the required renewal premiums have been paid. The additional insured must notify us within 10 days of any change of interest or ownership coming to their attention. Failure to do so will render this policy null and void.

121000.8 (01a0821q) 06-06-2014

FRY



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. L.1.

DATE: November 19, 2019

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Oxnard Navigation Center Lease. (10/15/15)

RECOMMENDATION

That the City Council approve and authorize the Mayor to sign a lease agreement with Fairgrow, LLC to occupy property located at 1258 Saviers Road, Oxnard, CA 93033 for use as a navigation center, which will provide a year-round 110 bed 24-hour homeless shelter, shower and laundry facilities, a meal program, pet service, housing navigation, and case management services to homeless individuals in the City of Oxnard. The term of the lease is for a minimum of five years and the base rent, property taxes and insurance over the five-year period will cost \$1,517,077.

BACKGROUND

On October 16, 2018, the City Council authorized Housing Department staff to use the former Oxnard National Guard Armory, located at 351 South K Street in Oxnard, to pilot a temporary year-round 24-hour a day homeless shelter. After receiving Council approval, the City issued a temporary use permit to the Oxnard Housing Department to use the property as a 24-hour year-round shelter with on-site supportive services and resources provided by the City and County of Ventura, the City of Oxnard, and local nonprofit service providers. The genesis for temporarily utilizing the former National Guard Armory as a year-round shelter was to provide staff additional time to identify a more permanent for a year-round shelter since there were no other low-barrier 24-hour a day homeless shelters in West Ventura County at that time.

The City of Oxnard began to operate the former National Guard Armory as a Temporary Emergency Shelter on a 24-hour basis in January 2019, with financial assistance from the City and County of Ventura, before operation and management of the shelter was taken over by Mercy House, Santa Ana (Mercy House) in June 2019. Mercy House, a homeless service provider, was selected as the shelter operator for both the City of Oxnard's homeless shelter and City of Ventura's homeless shelter following a complete procurement by the County of Ventura, in cooperation with the City of Oxnard and the City of Ventura.

On July 16, 2019, the Oxnard City Council approved the following:

1. The Housing Department's request, with concurrence from Community Development, to waive the City's land use regulations to permit the use of the former National Guard Armory as a 24-hour a day shelter through December 31, 2019 (the previous temporary use permit expired July 2019);
2. Execution, by the Mayor, of a Professional Services Agreement with Mercy House to continue to provide homeless shelter services at the former National Guard Armory through December 31, 2019; and
3. A \$1,500,000 budget appropriation in Homeless Emergency Aid program (HEAP) grant funding to temporarily

operate the Oxnard Navigation Center at K Street.

From July 2019 to September 2019, the Housing Department resumed its search for a permanent shelter location and considered twenty-one (21) different properties throughout the City before identifying a suitable property. The owner of the selected property was the only owner at of the 21 staff contacted that was amenable to having his property re-purposed for the operation of a homeless shelter/navigation center. On October 1, 2019, Council authorized the Housing Department to negotiate the terms of a lease at the proposed property for operation of the City's new Navigation Center, which would include among other homeless services, a year-round 110 bed 24-hour a day.

DISCUSSION

Due to the fact that the current location of the shelter at the former National Guard Armory is unsuitable for long term use as a shelter due to the Oxnard Airport flight patterns, the City must either identify and relocate the shelter operation to another site, or face the possibility of closing down the current site with no alternative location. The Housing Department recommends approval of a new site for establishment and operation of a Navigation Center that will provide a year-round 110 bed 24-hour a day homeless shelter, shower and laundry facilities, a meal program, pet service, housing navigation, and case management services to homeless individuals in the City of Oxnard.

The location of the proposed Navigation Center is at 1258 Saviers Road, in Oxnard. This is a private property owned by Fairgrow LLC, offered for lease to the City of Oxnard for this use. The property includes a 17,500 square foot building and rear parking lot with approximately twenty-eight parking spaces. Oxnard Housing Staff, the City Attorney's office, and the real estate brokers representing the property owner (landlord) have worked together to identify the following proposed terms for the long-term lease of the property:

- 1. Lease Start Date:** December 1, 2019
- 2. Lease Term:** Five-year lease (December 1, 2019 – November 30, 2024)
- 3. Options:** Two 5-year options to extend the initial lease term, at the election of the City
- 4. Base Rent:** \$1.25 per square foot (\$21,875/month)
- 5. Rent Increases:** No base rent increases in years one and two then a three percent annual base rent increase starting in year 3 and all subsequent years
- 6. Security Deposit:** \$27,500
- 7. Amount Due at Lease Execution:** \$52,975 (Security deposit plus first month rent, taxes and insurance)
- 8. First Right of Offer:** Should the landlord decide to sell the property during the City's lease term, and any subsequent lease options exercised by City, the property owner will provide the City with the first opportunity to purchase the property
- 9. Contingency Period:** The landlord shall provide the City with three months' rent abatement from December 1, 2019 through February 29, 2020, as a "contingency period". The landlord will release the City from the lease, upon receiving notification from the City, if the City decides for any reason, to terminate the lease during the contingency period.
- 10. Termination of the lease:** The City may notify the landlord any time prior to October 31, 2020, in writing, of its desire to terminate the lease. Landlord shall release the City from the Lease; however, the City will be required to continue making rent and property insurance payments until February 28, 2021. After October 31, 2020, the lease may only be terminated under mutual consent from both parties until the end of the initial five year period.

11. Sublease: The lease permits the City to sublease the property.

12. Additional Fees and Costs: This City is responsible for paying the following additional costs associated with the property: property maintenance, janitorial services, property insurance, and all utilities. The City must also maintain liability insurance and pay for all tenant improvements.

Summary of Lease Cost Over the Five-Year Period:

Description	Period	Amount
Lease Base Rent *	December 1, 2019-November 30, 2020 (Year 1)	\$196,875
	December 1, 2020-November 30, 2021 (Year 2)	\$262,500
	December 1, 2021-November 30, 2022 (Year 3)	\$270,375
	December 1, 2022-November 30, 2023 (Year 4)	\$278,486
	December 1, 2023-November 30, 2024 (Year 5)	\$286,841
TOTAL		\$1,295,077
Estimated Property Taxes and Insurance	December 1, 2019-November 30, 2024	\$222,000
Grand Total		\$1,517,077

*Property insurance fees and taxes are estimated to cost an average of \$44,345 annually over the 5-year period and are not included in the amount shown above. Also, not reflected above are annual costs for maintenance, janitorial services, and utilities.

Next Steps

The City is engaged in discussions with Anderson Kulwiec Appleby Architects to provide design services necessary to convert the lease space into the City's new Navigation Center and to prepare and apply to the Community Development Department for issuance of a Special Use Permit. Anderson Kulwiec Appleby Architects has extensive experience in the development of homeless shelter and navigation centers, and has worked directly with Mercy House in the design of the shelter that is opening in Ventura in January 2020. If City Council approves the subject request, it is anticipated that the City will enter into a contract with Anderson Kulwiec Appleby Architects by no later than December 1, 2019.

In order to prevent an interruption in shelter services while the new Navigation Center is being completed, the Housing Department will work with Mercy House to extend the term of their existing shelter operation agreement with the City beyond December 31, 2019. The Housing Department will return to Council to request an extension of the agreement with Mercy House and the temporary use permit at the former National Guard Armory for continued operation of the temporary shelter beyond December 31, 2019. The Housing Department will also continue to engage Mercy House for operation of the new Navigation Center once it is completed. The Housing Department intends to hold regular meetings between Anderson Kulwiec Appleby Architects, Mercy House, and City Staff to coordinate on the design of the new Navigation Center, ensure compliance with City design and application requirements, and engage in community outreach to receive feedback from residents and provide information about the Navigation Center. It is estimated that the new Navigation Center will open in the Fall of 2021.

The County of Ventura has agreed to provide financial assistance towards the improvements and on-going operations of the new Navigation Center. As such, the Housing Department will continue to meet with County staff to collaborate on a financial sharing agreement.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build

relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 2. Address homelessness through the development and implementation of a multi-tiered strategy.

FINANCIAL IMPACT

Funding to pay for lease costs, site improvements, and on-going operation costs of the new Navigation Center will be paid with a combination of Measure O funds, HEAP grant funding from State and local grant funds, and funding received from the County of Ventura.

For this lease, an existing appropriation from the Measure O (Half-Cent Sales Tax) Fund (104) of \$1,550,000 for Project MO5102 is sufficient to cover the entire 5-year cost (\$1,517,077) of the Lease Base Rent, Property Taxes and Insurance, so no new budget appropriation is required at this time.

Staff will return to City Council at a later date with an appropriation request and a 5-year forecast for the numerous other costs (mostly site improvements, but also maintenance, janitorial services, and utilities) that will be incurred by the Navigation Center. That request will be accompanied by underlying details of the non-City funding sources described above.

COMMITTEE OUTCOME

This item did not originate in Committee. This item was discussed with City Council in Closed Session on October 1, 2019 and presented to the Commission on Homelessness on November 4, 2019.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Lease Attachment
2. Oxnard Navigation Center Presentation



STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE - NET (DO NOT USE THIS FORM FOR MULTI-TENANT BUILDINGS)

1. Basic Provisions ("Basic Provisions").

- 1.1 **Parties.** This Lease ("Lease"), dated for reference purposes only December 1, 2019, is made by and between Fairgrow, LLC ("Lessor") and City of Oxnard ("Lessee"), (collectively the "Parties," or individually a "Party").
- 1.2 **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, city, state, zip): 1258 Saviers Road, Oxnard, CA 93033 ("Premises"). The Premises are located in the County of Ventura, and are generally described as (describe briefly the nature of the property and, if applicable, the "Project," if the property is located within a Project): approx. 17,500 sf facility on approx. 28,000 sf land. (See also Paragraph 2)
- 1.3 **Term:** 5 years and 0 months ("Original Term") commencing December 1, 2019 ("Commencement Date") and ending November 30, 2024 ("Expiration Date"). (See also Paragraph 3)
- 1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing November 20, 2019 ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)
- 1.5 **Base Rent:** \$21,875 per month ("Base Rent"), payable on the 1st day of each month commencing March 1, 2020. (See also Paragraph 4)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 4.1.a.

1.6 Base Rent and Other Monies Paid Upon Execution:

- (a) **Base Rent:** \$21,875 for the period March 1-31, 2020.
- (b) **Security Deposit:** \$27,500 ("Security Deposit"). (See also Paragraph 5)
- (c) ~~Association Fees:~~ for the period
- (d) **Other:** \$3,600 for March 1-31, 2020 (estimated CAM R.E. Tax & Property Insurance).
- (e) **Total Due Upon Execution of this Lease:** \$52,975.

1.7 **Agreed Use:** Overnight 110 bed shelter with office, restroom facilities with shower and other required amenities to operate a shelter. (See also Paragraph 6)

1.8 **Insuring Party.** Lessor is the "Insuring Party" unless otherwise stated herein. (See also Paragraph 8)

1.9 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm CORE Commercial Real Estate, Inc. and Lee & Associates License No.

01488504 Is the broker of (check one): ☐ the Lessor; or ☒ both the Lessee and Lessor (dual agent).

Lessor's Agent Peter J. Hercz and Bruce Milton License No. 01280014 is (check one): ☐ the Lessor's Agent

(salesperson or broker associate); or ☒ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm CORE Commercial Real Estate, Inc. and Lee & Associates License No.

01488504 Is the broker of (check one): ☐ the Lessee; or ☒ both the Lessee and Lessor (dual agent).

Lessee's Agent Peter J. Hercz and Bruce Milton License No. 01280014 is (check one): ☐ the Lessee's Agent

(salesperson or broker associate); or ☒ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or 5 % of the total Base Rent) for the brokerage services rendered

by the Brokers. **to be paid in 2 increments. Year 1 to be paid at lease executions and Years 2-5 paid on or prior to December 1, 2020.**

~~1.10 Guarantor. The obligations of the Lessee under this Lease are to be guaranteed by _____ ("Guarantor"). (See also Paragraph 37)~~

1.11 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☒ an Addendum consisting of Paragraphs 51 through 59;

☐ ~~a plot plan depicting the Premises;~~

☐ ~~a current set of the Rules and Regulations;~~

☐ ~~a Work Letter;~~

☐ ~~other (specify): _____~~

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for

INITIALS

INITIALS

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STN-27.22, Revised 06-10-2019

Last Edited: 11/11/2019 10:01 AM

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purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 Condition. Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), loading doors, sump pumps, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of any buildings on the Premises (the "Building") shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with said warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Building. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 Compliance. Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("Applicable Requirements") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and an amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not, however, have any right to terminate this Lease.

2.4 Acknowledgements. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 Lessee as Prior Owner/Occupant. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

3. Term.

3.1 Term. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 Early Possession. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

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3.3 **Delay In Possession.** Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("Rent").

4.1 (a) Base Rent Increases:

December 1, 2020-November 30, 2021	No change	\$21,875.00/month
December 1, 2021-November 30, 2022	\$656.25/mo.	\$22,531.25/month
December 1, 2022-November 30, 2023	\$675.94/mo.	\$23,207.19/month
December 1, 2023-November 30, 2024	\$696.21/mo.	\$23,903.40/month

4.2 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent, Insurance and Real Property Taxes, and any remaining amount to any other outstanding charges or costs.

4.3 **Association Fees.** In addition to the Base Rent, Lessee shall pay to Lessor each month an amount equal to any owner's association or condominium fees levied or assessed against the Premises. Said monies shall be paid at the same time and in the same manner as the Base Rent.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. ~~Other than guide, signal and cooing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles.~~ Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements on the premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 Hazardous Substances.

(a) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or

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on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. **No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.**

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have

reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities. **No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessor from its obligations under this Lease with respect to Hazardous Substances.**

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of a written request therefor. In addition, Lessee shall provide Lessor with copies of its business license, certificate of occupancy and/or any similar document within 10 days of the receipt of a written request therefor.

6.4 **Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a

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governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of a written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 Lessee's Obligations.

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), foundations, ceilings, roofs, roof drainage systems, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Lessee shall, during the term of this Lease, keep the exterior appearance of the Building in a first-class condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Building.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, (v) roof covering and drains, and (vi) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1/144th of the cost per month). Lessee shall pay interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent; **which consent shall be given timely and not unreasonably withheld.** Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. ~~Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor.~~ Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. ~~For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.~~

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the

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same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

~~(a) Ownership. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.~~

~~(b) Removal. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.~~

(a) Lessor hereby consents that during the term of this Agreement or any extension thereof, City shall have the right, at City's sole expense, to make installations, modifications and improvements to the Premises, provided, however, that the basic structure shall not be altered. All improvements, installations and modifications installed by the City during the term of this Agreement shall be considered personal property of City and City may, at its option, remove any or all of such items at any time during the term of this Agreement or any extension thereof. If City removes any of such items, City shall restore the portion of the Premises affected by such removal, as nearly as practicable to its condition as of the date of occupancy by City, normal wear and tear excepted.

(e) (b) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 Payment For Insurance. Lessee shall pay for all insurance required under Paragraph 8 except to the extent of the cost attributable to liability insurance carried by Lessor under Paragraph 8.2(b) in excess of \$2,000,000 per occurrence. Premiums for policy periods commencing prior to or extending beyond the Lease term shall be prorated to correspond to the Lease term. Payment shall be made by Lessee to Lessor within 10 days following receipt of an invoice.

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence, and Lessee shall be liable for such deductible amount in the event of an Insured Loss.

~~(b) Rental Value. The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period. Lessee shall be liable for any deductible amount in the event of such loss.~~

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~~(c) **Adjacent Premises.** If the Premises are part of a larger building, or of a group of buildings owned by Lessor which are adjacent to the Premises, the Lessee shall pay for any increase in the premiums for the property insurance of such building or buildings if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.~~

(b) Notwithstanding anything in this Section 8.3 to the contrary, Lessor shall be responsible for procuring the insurance required in Section 8.3 provided that: (1) Lessor and its agents shall make a good-faith effort to procure such insurance that meet the requirements of Section 8.3 at the lowest possible cost; and (2) Lessee shall be responsible for the cost of said insurance. At its sole option and upon written notice to Lessor, Lessee shall have the right to procure at its expense insurance that meets the requirements of Section 8.3.

8.4 Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.

~~(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.~~

~~(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.~~

(c) (a) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) (b) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 Insurance Policies. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 Indemnity. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 Exemption of Lessor and its Agents from Liability. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 Failure to Provide Insurance. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 Definitions.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the Premises, other than Lessee Owned Alterations and Utility Installations and

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Trade Fixtures, which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 Partial Damage - Insured Loss. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds (except as to the deductible which is Lessee's responsibility) as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 Partial Damage - Uninsured Loss. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 Total Destruction. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 Damage Near End of Term. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 Abatement of Rent; Lessee's Remedies.

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 Termination; Advance Payments. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 Definition. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises or the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Building address. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the

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ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 Payment of Taxes. In addition to Base Rent, Lessee shall pay to Lessor an amount equal to the Real Property Tax installment due at least 20 days prior to the applicable delinquency date. If any such installment shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such installment shall be prorated. In the event Lessee incurs a late charge on any Rent payment, Lessor may estimate the current Real Property Taxes, and require that such taxes be paid in advance to Lessor by Lessee monthly in advance with the payment of the Base Rent. Such monthly payments shall be an amount equal to the amount of the estimated installment of taxes divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable tax bill is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable taxes. If the amount collected by Lessor is insufficient to pay such Real Property Taxes when due, Lessee shall pay Lessor, upon demand, such additional sum as is necessary. Advance payments may be intermingled with other moneys of Lessor and shall not bear interest. In the event of a Breach by Lessee in the performance of its obligations under this Lease, then any such advance payments may be treated by Lessor as an additional Security Deposit.

10.3 Joint Assessment. If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be conclusively determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.

10.4 Personal Property Taxes. Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services. Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered or billed. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 Lessor's Consent Required.

- (a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.
- (b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.
- (c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.
- (d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. ~~If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.~~
- (e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.
- (f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.
- (g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

- (a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.
- (b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.
- (c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.
- (d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.
- (e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)
- (f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

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(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

12.4 Authorized Subletting.

(a) Notwithstanding any language in Section 12 to the contrary, Lessee shall be authorized to sublease the Premises to a nonprofit operator of the shelter.

(b) Notwithstanding any language in Section 12 to the contrary, without prior consent or approval of Lessor and without additional payments to Lessor, Lessee or its sublessee shall have the right to allow nonprofit groups to lease office space within the Premises, provided that:

(1) the nonprofit group is providing services to the residents of the shelter;

(2) there is no signage or indication from the exterior of the Premises that the nonprofit group is providing services to the residents of the shelter.

(c) Notwithstanding any language in Section 12 to the contrary, Lessee shall not be required to pay any fees associated with subletting any portion of the Premises unless Lessee sublets the entire Premises to a third party that does not provide homeless related services.

13. Default; Breach; Remedies.

13.1 Default; Breach. A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 42, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 40 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

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(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "Inducement Provisions," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within ~~5~~ **10** days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to ~~10%~~ **2%** of each such overdue amount or \$100, whichever is greater **for three late occurrences and 5% for late occurrences thereafter during the Lease Term and all executed Options.**

The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("Interest") charged shall be computed at the rate of ~~10%~~ **2%** per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 Breach by Lessor.

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power

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(collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the Building, or more than 25% of that portion of the Premises not occupied by any building, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.9 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires any rights to the Premises or other premises owned by Lessor and located within the same Project, if any, within which the Premises is located, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.

15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.9, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "Responding Party") shall within ~~10~~ **30** days after written notice from the other Party (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "Estoppel Certificate" form published BY AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

~~(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.~~

~~(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.~~

17. **Definition of Lessor.** The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and

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is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 Notice Requirements. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 Options. Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination.


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Holdover Base Rent shall be calculated on monthly basis. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 Subordination. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 Attornment. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 Non-Disturbance. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 Self-Executing. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "for sublease" signs, Lessee shall not place any sign upon the Premises without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and

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supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 Execution. The Guarantors, if any, shall each execute a guaranty in the form most recently published BY AIR CRE, and each such Guarantor shall have the same obligations as Lessee under this Lease.

37.2 Default. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 Definition. "Option" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 Options Personal To Original Lessee. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 Multiple Options. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 Effect of Default on Options.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Multiple Buildings. If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will abide by and conform to all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading of vehicles, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessee also agrees to pay its fair share of common expenses incurred in connection with such rules and regulations.

41. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

42. Reservations. Lessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.

43. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

44. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

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STN-27.22, Revised 06-10-2019

Last Edited: 11/7/2019 11:52 PM

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46. **Offer.** Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

49. **Arbitration of Disputes.** An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☒ is not attached to this Lease.

50. **Accessibility; Americans with Disabilities Act.**

(a) The Premises:

☒ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

51. (a) Lessor hereby consents that during the term of this Agreement or any extension thereof, City shall have the right, at City's sole expense, to make installations, modifications and improvements to the Premises, provided, however, that the basic structure shall not be altered. All improvements, installations and modifications installed by the City during the term of this Agreement shall be considered personal property of City and City may, at its option, remove any or all of such items at any time during the term of this Agreement or any extension thereof. If City removes any of such items, City shall restore the portion of the Premises affected by such removal, as nearly as practicable to its condition as of the date of occupancy by City, normal wear and tear excepted.

Lessee will be responsible for earthquake retrofit and Fire Sprinkler installation and monitoring, if required. The only exception is in the case that City of Oxnard formally notifies the Lessor that the Change in Use did not prompt this requirement.

52. Lessor agrees to abate 3 months of rent and CAM charges from December 1, 2019 through February 29, 2020. March rent and CAM charges shall be pre-paid at Lease execution.

53. Up to and including February 29, 2020, Lessee shall have the right to terminate the Lease at no cost to the Lessee; if Lessee terminates the Lease during the initial three-month period, then Lessor shall refund the pre-paid March rent and CAM charges and shall have no further obligation to Lessor. During this three-month period, no construction shall occur at the Premises.

54. Between March 1, 2020 and October 31, 2020, Lessee shall have the right to terminate the Lease; however, Lessee shall be required to continue payment of the rent and CAM payments through

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February 28, 2021. No construction shall occur at the Premises until November 1, 2020 unless Lessee has provided written notice to Lessor that Lessee: (1) has received the necessary approvals from the City to proceed with the use of the Premises as a homeless shelter; and (2) waives the right to terminate the Lease pursuant to this Section 54.

55. Within ten (10) days from the effective date of this Lease, Lessor and Lessor's Agent shall provide to Lessee all written reports, documentation and/or writing to the Lessee that indicate the condition of the Premises either now or at any point in the past. During the three-month period specified in Section 53, Lessee shall also conduct its own inspection of the Premises.

56. Lessee has 2 additional five (5) year Option to Renew with written notification 120 days prior to Lease expiration. The Terms shall remain the same as the initial lease and the Base rent rate shall have annual increases of 3% for the duration of the Option Periods.

57. Lessee shall have the Right of First Offer to Purchase the Premises. Lessee shall have up to thirty (30) days to decide whether to exercise this Option upon notification by the Lessor.

58. (a) Notwithstanding anything in Section 10 to the contrary, if - during the term of this Lease or any extension thereafter - a determination is made by the taxing authority with jurisdiction over the Premises that either the Premises or any portion thereof is not subject to Real Property Taxes or the Premises or any portion thereof is subject to a reduced Real Property Taxes, then the Lessee or sublessee shall only be required to pay that portion of the Real Property Taxes (if any) which is assessed against the Premises or any portion thereof.

(b) To the extent that Lessor collects more from Lessee for the Real Property Taxes and/or Personal Property Taxes than are actually due, the amount of such overpayment shall be deducted from the base rent due for the next month.

59. Notwithstanding anything in this Lease to the contrary, Lessee is authorized to use the Parking Lot on the Premises for any lawful purpose that is consistent with the rules and regulations of the Oxnard City Code.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

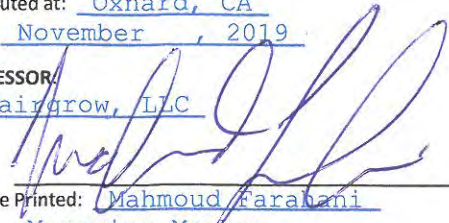


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Executed at: Oxnard, CA
On: November, 2019

By LESSOR:
Fairgrow, LLC

By: 
Name Printed: Mahmoud Farahani
Title: Managing Member
Phone: 310-429-8581
Fax: _____
Email: mfarahani7@aol.com

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

BROKER

CORE Commercial Real Estate, Inc. and Lee & Associates

Attn: Peter J. Hercz and Bruce Milton
Title: President

Address: 24647 Cordillera Dr. Calabasas, CA 91302
Phone: 818-231-2231
Fax: NONE
Email: peter@core-cre.com
Federal ID No.: 26-4644508
Broker DRE License #: 01488504
Agent DRE License #: 01280014

Executed at: Oxnard, CA
On: November, 2019

By LESSEE:
City of Oxnard

By: _____
Name Printed: Tim Flynn
Title: Mayor
Phone: _____
Fax: _____
Email: _____

Attest:

By: _____
Michelle Ascencion, City Clerk Date

Approved as to Form:

By: _____
Date

Name Printed: Stephen M. Fischer
Title: City Attorney
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

BROKER

CORE Commercial Real Estate, Inc. and Lee & Associates

Attn: Peter J. Hercz and Bruce Milton
Title: President

Address: 24647 Cordillera Dr. Calabasas, CA 91302
Phone: 818-231-2231
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OXNARD NAVIGATION CENTER

Emilio Ramirez, Housing Director
Housing Department

November 19, 2019



Current Site





110 Beds For Single Men and Women

Meal Program

Case Management

Housing Navigation

Pet Accommodations

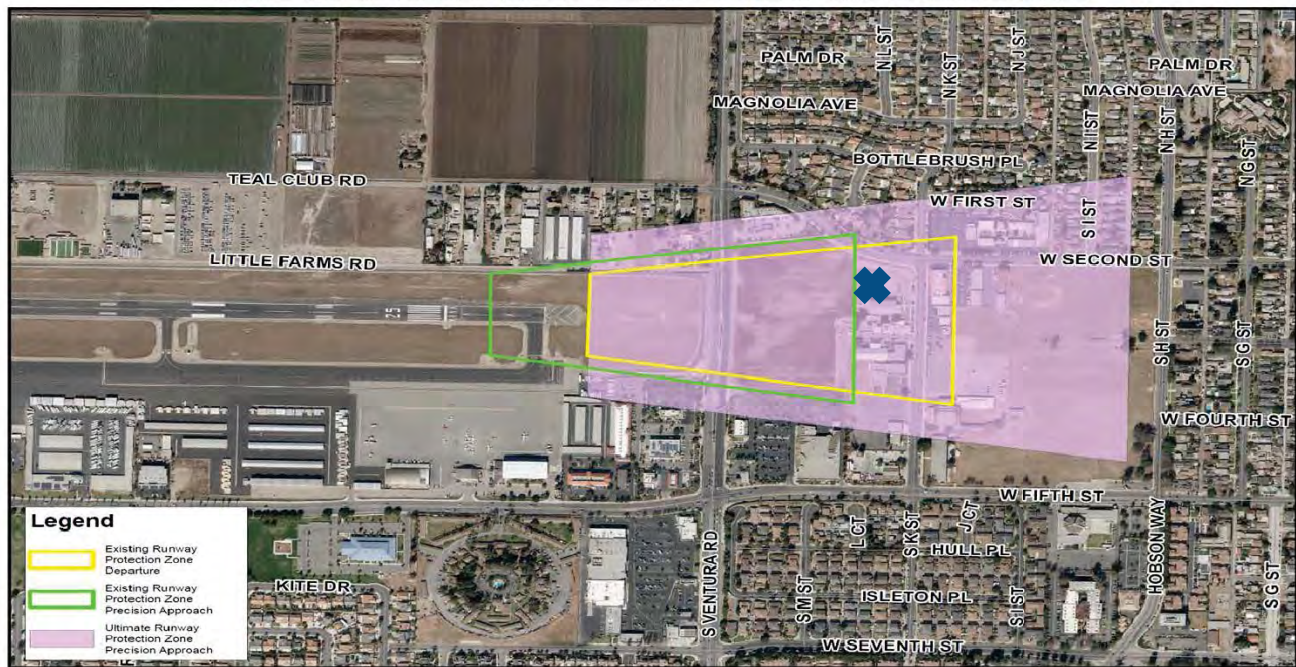
Shower and Laundry

Year Round



The Runway Protection Zone

SITE MAP SHOWING FLIGHT RESTRICTION ZONE



Searching for the Site

ITEM #L-1

1. In 2017, Homeless Shelter Site Committee met on a regular basis to consider shelter sites
 - a) Homeless Shelter committee visited approximately 10 potential sites
 - b) June 2018, Shelter Site Committee disbanded
2. July 2018, Housing Staff recommended use of the former Oxnard Armory as a temporary site
3. July 2019, housing department resumed the search of an alternate site
4. October 2019, staff received Council approval to negotiate a lease at 1258 Saviers Road

November 19, 2019 – PAGE 5



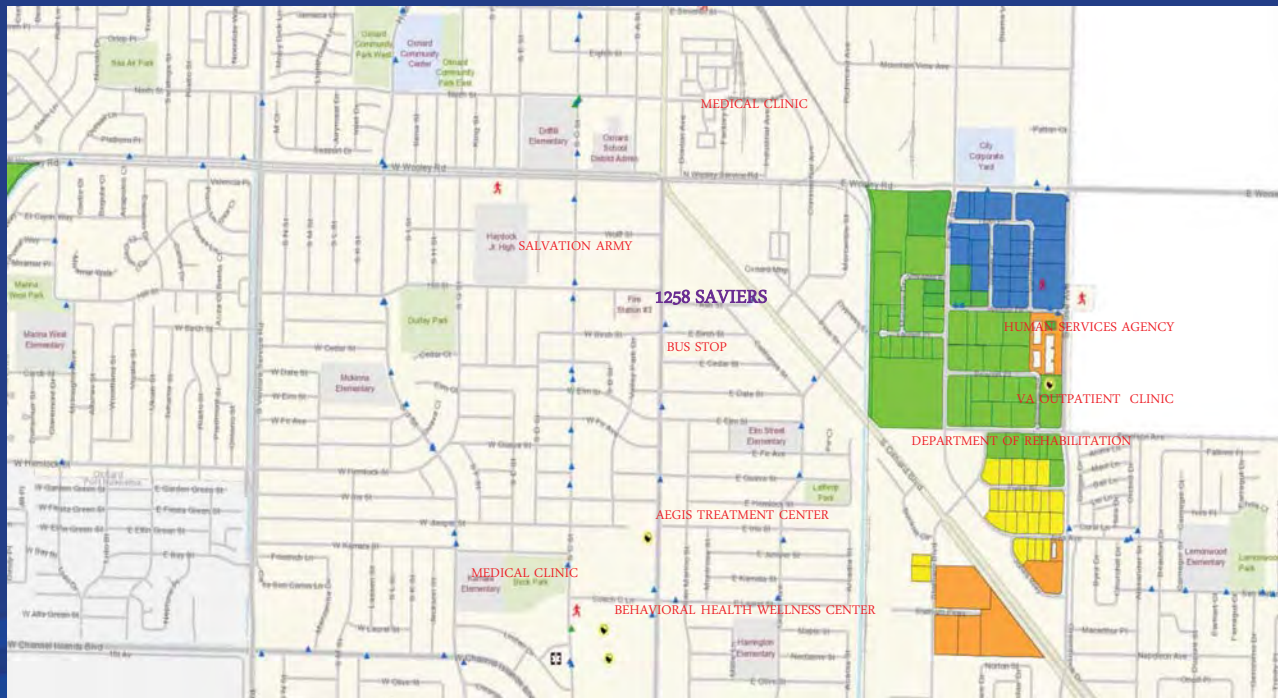
Searching for the Site

SINCE JULY 2019 THE HOUSING DEPARTMENT HAS CONSIDERED TWENTY-ONE SITES

1710 Ives	In Escrow	1731 Ives	In Escrow
1731 Ives	In Escrow	1620 Emerson	Owner Not Interested
720 Pacific	Owner Not Interested	2150 Trabajo	Not Allowable
2400 Sturgis	Owner Not Interested	1101 Maulhard	Owner Not Interested
600 East Fifth	M2 Zone – Not Allowed	1975 Lockwood	Owner Not Interested
500 East Third	M1 Zone – Not Allowed	301 South Rice	Owner Not Interested
1641 Mountain View	Owner Not Interested	1200 Stratham	Too Large
1551 Pacific	Owner Not Interested	1401 North Rice	Too Large
2021 Cabot	Owner Not Interested	1201 Rice	Owner Not Interested
3151 West Fifth	Airport	220 South K	Airport
201 Lombard	Owner Not Interested		

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November 19, 2019 – PAGE 7

Proposed Site

RETAIL FLEX BUILDING FOR SALE OR LEASE

**1258 Saviers Road
Oxnard, CA 93033**



FREESTANDING • PARKING IN REAR

HIGHLIGHTS

- ▶ 10,000 SF & 7,500 SF Suites
- ▶ Fenced Rear Parking/Staging
- ▶ 140 Foot Frontage on Major Street
- ▶ Street Parking Allowed
- ▶ Just South of Oxnard Blvd & Wooley Rd
- ▶ Rear Entry/Loading Door Ground Level

DEMOGRAPHICS 2018	1-Mile	3-Miles	5-Miles
Total Population	30,636	207,572	247,011
Employees	13,744	57,547	87,248

Traffic Count: Saviers Rd @ Wolff St: 30,100 CPD
S. Oxnard Blvd @ E. Wooley Rd: 19,344 CPD



FOR SALE

- ▶ \$3,495,000 (\$199.71 PSF)

FOR LEASE

- ▶ \$1.25 PSF + \$0.25 NNN

For further information contact:

BRUCE MILTON
805.626.1281
bmilton@lee-rs.com
Lic # 01945652



PETER J. HERCZ
818.231.2231
peter@core-cfe.com
Lic # 01280014



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No warranty or representation is made to the accuracy of the foregoing information. Terms of sale or lease and availability are subject to change or withdrawal without notice.



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Proposed Site

RETAIL FLEX BUILDING FOR SALE OR LEASE

1258 Saviers Road Oxnard, CA 93033 ITEM #L-1

SITE PLAN



SAVIERS ROAD



November 19, 2019 – PAGE 9

Proposed Site

RETAIL FLEX BUILDING FOR SALE OR LEASE

1258 Saviers Road Oxnard, CA 93033



AREA AMENITIES



November 19, 2019 – PAGE 10

Surrounding Uses

ITEM #L-1



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Surrounding Uses



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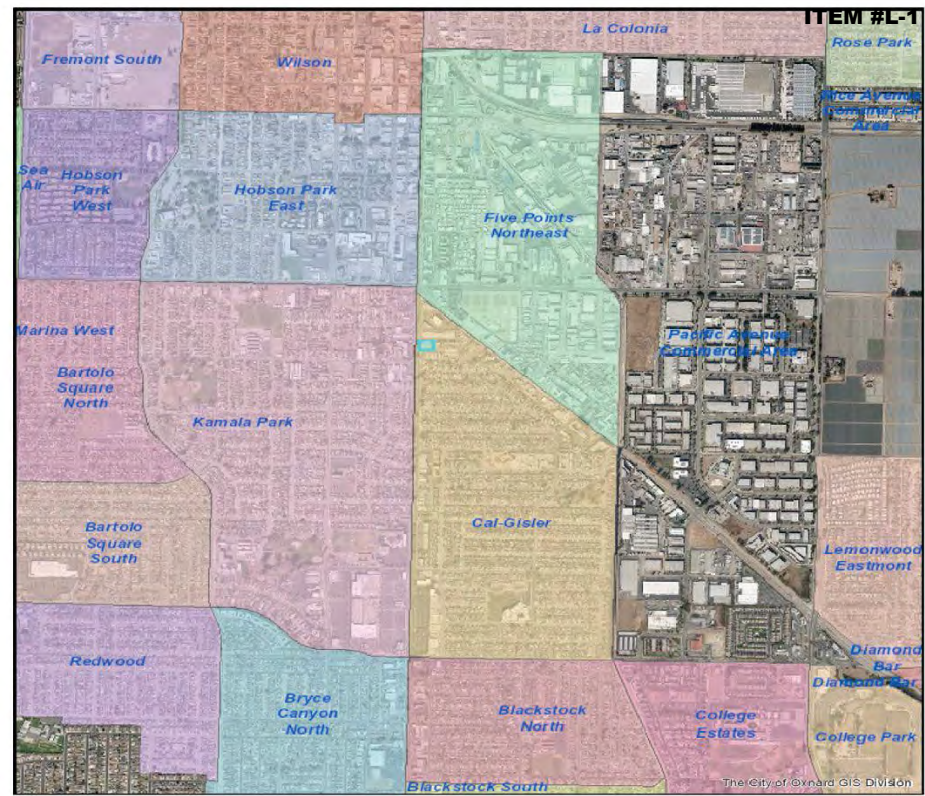
November 19, 2019 – PAGE 13

Zoning



November 19, 2019 – PAGE 14

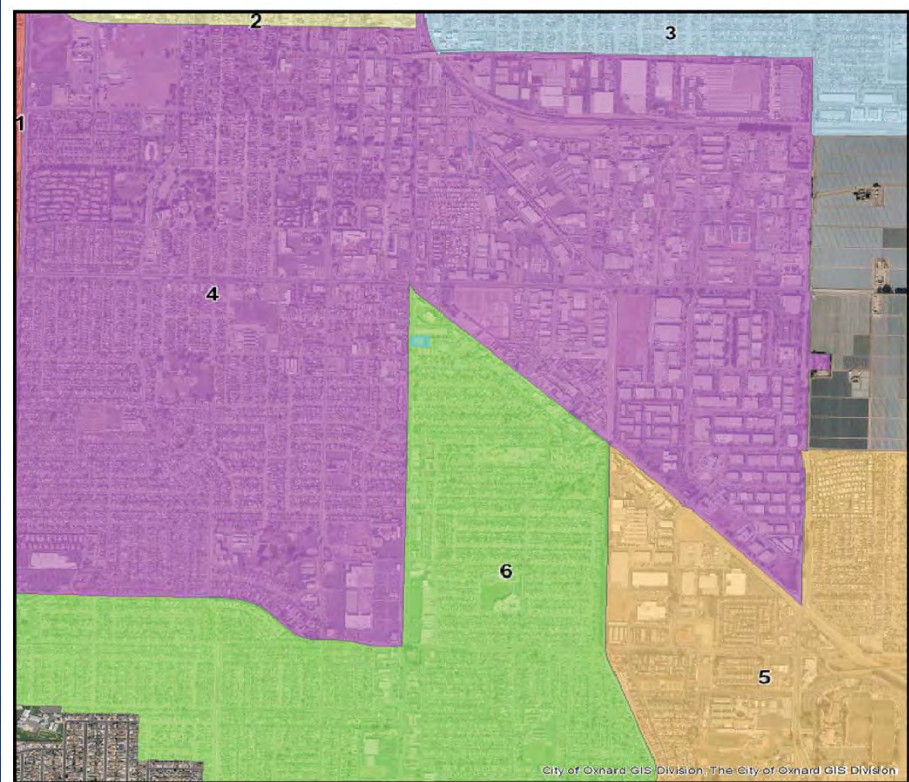
Neighborhoods



November 19, 2019 – PAGE 15

Council Districts

Council Districts	
■ District 1	■ District 5
■ District 2	■ District 6
■ District 3	
■ District 4	



November 19, 2019 – PAGE 16

Proposed Lease Terms

ITEM #L-1

1. **Lease Start Date:** December 1, 2019
2. **Lease Term:** Five-years plus 2 five year options at the election of the City
3. **Base Rent:** \$1.25 per square foot (\$21,875 per month)
4. **Rent Increases:** No base rent increases in the first two years then a 3% annual base rent increase starting the third year and all subsequent years
5. **Security Deposit:** \$27,500
6. **Initial Amount Due:** \$52,975 (Security Deposit plus first month rent, taxes and insurance
7. **First Right to Offer:** City shall have the first right to purchase the property
8. **Contingency Period:** Through February 29, 2020
9. **Termination:** City may terminate after March 1 and before October 31, 2020, but shall continue rent until February 28, 2021
10. **Sublease:** Permits City to Sublease
11. **Additional Costs:** City responsible for paying maintenance, insurance, utilities and tenant improvements

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Next Steps

Community Engagement

1. Invited representatives from neighborhood organizations surrounding the proposed site to attend the Commission on Homelessness and City Council meetings
 - Cal-Gisler, Five Points Northeast, Hobson Park East, and Kamala Durley.
2. Invited neighborhood representatives near 251 South K Street (current location) to attend the Commission on Homelessness and City Council meetings
3. The Housing Department will attend additional local neighborhood council meetings to seek input on the Navigation Center.

November 19, 2019 – PAGE 18





1. Ventura County has verbally committed to financially supporting the Oxnard Navigation Center at the proposed location
 - a) Ongoing discussions to contribute of half the funds for the for capital improvements and operations

November 19, 2019 – PAGE 19



Staff Recommendation

1. City Council approve and authorize the Mayor to sign a lease agreement with Fairgrow, LLC. To occupy property located at 1258 Saviers Road, Oxnard, CA 93033, for the use as a navigation center.

November 19, 2019 – PAGE 20





CITY COUNCIL AGENDA REPORT

 REPORTS
 AGENDA ITEM NO. L.2

DATE: November 19, 2019

TO: City Council

FROM: Phillip Molina, City Treasurer, (805) 385-7808, phillip.molina@oxnard.org

SUBJECT: City Treasurer's Quarterly Investment Report for the period ending September 30, 2019 (5/5/5)

RECOMMENDATION: That the City Council receive and file the report.

DISCUSSION

The City of Oxnard's September 2019 investment report will be brief this reporting period. This report is submitted to the City Council pursuant to California Government Code section 53646 and the Investment Policy adopted by the City Council. This report reflects the monthly investment information in the similar format that has been presented in previous months along with the amounts in the Bank statements as of September 30, 2019. The following are defined data is not in order of presentation.

First, it is our intention to show the public, the Mayor, and City Council the amounts in each city bank account so that you can see the percentage of available cash to the amount actually invested.

Next, we will show you in a bar chart the amounts invested separated by their maturity date or year. This will allow you to see the ladder or spread of the investments in order to generate a higher return.

Third, we identify the cash flows over the last 15 months so you can judge the management of the cash and determine whether there are periods during the year when more money is available for short periods overnight investments versus 2, 3, 4, or 5 year maturities.

Fourth, we will show you the daily cash position for Monday, September 30, 2019 so that you can see how the Treasurer's department reviews our cash balances each and every day to assure that the city has sufficient liquidity to cover its obligations.

And next, we provide you and the public with the detailed list of every investment that the city currently holds as of the last day of September, 2019.

This information is being provided to you using both charts and graphs. The charts are presented so that the Mayor, Council and the public can begin to learn the actual amounts in the city's accounts. The graphs are created in order to show trends, and relationships that are best understood in that method of presentation.

So while this report is brief in the number of pages, we hope to respond to any questions of you may have.

FINANCIAL IMPACT

Monthly Investment Report, page 2

The City's total amount invested as of September 30, 2019 at market value was \$208,056,034.00 million at a cost of \$208,149,777.18. Because of the recent change in the market rates yield on new instruments going up again, the City's current investments have a lower value than they cost, resulting in a net loss of <\$93,743.18> if we had to sell them in the market today.

ITEM	August 30, 2019	30-Sep-19
Cost of investments (book value)	\$ 220,144,337.82	\$ 208,149,777.18
Par or face value	\$ 220,195,000.00	\$ 208,195,000.00
Market value as estimated	\$ 220,193,680.00	\$ 208,056,034.00
Total Earnings per month	\$ 404,677.51	\$ 449,286.53
Earned interest Yield this month	2.136%	2.255%
Gain/Loss if forced to sell today	\$ 49,342.18	\$ (93,743.18)

Cash balances on the last day of September, 2019 in each authorized city bank account with Bank of America are:

City Treasurer's bank accounts	August 30, 2019	Sept. 30, 2019
City's General Fund bank account	\$ 3,620,887.88	\$ 15,267,569.13
Successor Agency bank account	\$ 4,993,224.81	\$ 4,896,230.75
W/C (workers compensation) account	\$ 163,956.05	\$ 200,538.50
Parking Citations	\$ 257,848.43	\$ 83,598.25
TOTAL CASH IN BANK ACCOUNTS	\$ 9,035,917.17	\$ 20,447,936.63

(Per Bank Statements as of September 30, 2019)

The investments have a par value of \$208,195,000 and a market value of \$208,056,034 were purchased months ago. To provide greater return we tried diminishing the amount in LAIF and spreading that over the 2,3,4, and 5 year terms. Recently however, LAIF has generated an average return that exceeds the current market. So the current strategy is to provide the maximum earnings short term and position the city's portfolio to be ready when the upswing starts again. The purpose for buying shorter term if a recession hits, the average time for recent recessions is about 2-3.5 years. We want to be able to purchase at higher rates when the recession ends.

Next you will see the daily cash position report used to determine how much to invest each day.

DAILY CASH POSITION WORKSHEET FOR THE GENERAL ACCOUNT		
9/30/2019		
	CREDIT ESTIMATE	DESCRIPTION
CLOSING AVG BAL	\$ 15,106,427.46	
1 DAY FLOAT	\$ 304,748.02	
CREDIT CARD-ONE POINT	\$ 56,688.94	
CREDIT CARD C2G	\$ 54,014.25	
AUTO PAYS	\$ 65,675.38	
INVESTMENT COUPON	\$ 90,098.22	
INVESTMENT CALLS/MATURITIES	\$ 8,000,000.00	FHLMC 2.25%,2.2%,2.45%,2.125%
TOTAL CREDITS	\$ 23,677,652.27	

Monthly Investment Report, page 3

	DEBIT ESTIMATE
ACCOUNTS PAYABLE TO CLEAR	\$ 1,000,000.00
LAIF DEPOSIT	\$ 6,000,000.00
PAYROLL TAXES TO CLEAR	\$ 587,534.38
OTHER	\$ 743,026.18
OTHER	\$ 9,485.02
TOTAL DEBITS	\$ 8,340,045.58
GENERAL BANK ACCOUNT	\$ 15,337,606.69
SUCCESSION AGENCY	\$ 4,896,230.75
LAIF	\$ 65,000,000.00

Finally the cost of the investments, the face value, and the market value as of September 30, 2019 is provided so that at a glance you can see the summary of the entire portfolio, the risk, and the earnings with the currently reported monthly yield of 2.255%.

When we look at the monthly cash flows of over 15 months we found that the month with the highest cash outflow was August 2018 with an outflow of \$37.4 million. And the fact that we had \$65 million invested in LAIF, which can be drawn down within one day, means there should be no normal condition that would require the Treasurer to sell investments before their maturity.

Before we reveal the details, we want to know the level of efficiency in our investment team. So we look to see how much cash is available, how much cash is invested to determine the efficiency of the team. The goal is to invest 100% of available cash, and we know that for normal operations we should retain \$3 million in the bank accounts. So let's look at the detail:

Sept. 30, 2019	account type
\$ 15,267,569.13	Gen account
\$ -	Successor
\$ 200,538.50	W/C
\$ 83,598.25	Parking
\$ 20,447,936.63	Total idle cash
\$ 208,195,000.00	amount invested
\$ 223,746,705.88	total available cash
93%	efficiency level

The bar chart of the City's investment portfolio reflects the fact that as our older instruments are being called early we find the need to acquire shorter term notes as explained above.

Prepared by Phillip Molina, City Treasurer

ATTACHMENT:

Attachment A: Inventory by Market Value as of September 30, 2019



INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

ITEM #L-2

As Of Date: 09/30/2019

Run: 10/22/2019 05:36:27 PM

Reporting Currency: Local

City of Oxnard

Inv No.	Description	Purch Date Mat Date	CUSIP CPR/PSA	Coupon YTM TR	Sch Bk Price Duration	Original Face Notional Face	Unamort Premium Unamort Discount	Current Par Current Book	Amort Premium Amort Discount	Accrued Interest
Mat Date: 10/1/2019										
17090	VENTURA COUNTY INVE	01/24/2018		1.22000	100.00000	0.00	0.00	1,000,000.00	0.00	20,556.16
		10/01/2019	0	1.22000	.00300	0.00	0.00	1,000,000.00	0.00	
16434	LOCAL AGENCY INVEST	07/01/2002		2.42800	100.00000	0.00	0.00	65,000,000.00	0.00	357,455.57
		10/01/2019	0	2.42800	.00300	0.00	0.00	65,000,000.00	0.00	
Subtotal				2.40970	100.00000	0.00	0.00	66,000,000.00	0.00	378,011.73
				2.40970	.00300	0.00	0.00	66,000,000.00	0.00	
Mat Date: 10/21/2019										
17051	FFCB	04/26/2017	3133EHGA5	1.44000	99.99599	2,000,000.00	0.00	2,000,000.00	0.00	12,800.00
		10/21/2019	0	1.44800	.05700	0.00	80.18	1,999,919.82	319.82	
17052	FFCB	04/26/2017	3133EHGA5	1.44000	99.99599	2,000,000.00	0.00	2,000,000.00	0.00	12,800.00
		10/21/2019	0	1.44800	.05700	0.00	80.18	1,999,919.82	319.82	
Subtotal				1.44000	99.99599	4,000,000.00	0.00	4,000,000.00	0.00	25,600.00
				1.44800	.05700	0.00	160.36	3,999,839.64	639.64	
Mat Date: 10/25/2019										
17080	FHLMC	07/25/2017	3134GBXZ0	1.50000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	5,500.00
		10/25/2019	0	1.50000	.06800	0.00	0.00	2,000,000.00	0.00	
Subtotal				1.50000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	5,500.00
				1.50000	.06800	0.00	0.00	2,000,000.00	0.00	
Mat Date: 10/28/2019										
16994	FFCB	10/30/2015	3133EFKY2	1.36000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	11,560.00
		10/28/2019	0	1.36000	.07700	0.00	0.00	2,000,000.00	0.00	
Subtotal				1.36000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	11,560.00
				1.36000	.07700	0.00	0.00	2,000,000.00	0.00	
Mat Date: 10/29/2019										
17117	FHLB	10/29/2018	3130AFC70	2.62500	99.98155	2,000,000.00	0.00	2,000,000.00	0.00	22,166.67
		10/29/2019	0	2.66300	.07900	0.00	368.99	1,999,631.01	371.01	
Subtotal				2.62500	99.98155	2,000,000.00	0.00	2,000,000.00	0.00	22,166.67
				2.66300	.07900	0.00	368.99	1,999,631.01	371.01	
Mat Date: 11/19/2019										
16995	FFCB	11/19/2015	3133EFPR2	1.60000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	11,733.33
		11/19/2019	0	1.60000	.13700	0.00	0.00	2,000,000.00	0.00	
Subtotal				1.60000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	11,733.33
				1.60000	.13700	0.00	0.00	2,000,000.00	0.00	
Mat Date: 12/27/2019										
17035	FHLMC	03/27/2017	3134GA7F5	1.62500	99.98642	2,000,000.00	0.00	2,000,000.00	0.00	8,486.11
		12/27/2019	0	1.65300	.24100	0.00	271.64	1,999,728.36	1,228.36	
17036	FHLMC	03/27/2017	3134GA7F5	1.62500	99.98642	2,000,000.00	0.00	2,000,000.00	0.00	8,486.11



INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

As Of Date: 09/30/2019

ITEM #L-2

Run: 10/22/2019 05:36:27 PM

Reporting Currency: Local

City of Oxnard

Inv No.	Description	Purch Date Mat Date	CUSIP CPR/PSA	Coupon YTM TR	Sch Bk Price Duration	Original Face Notional Face	Unamort Premium Unamort Discount	Current Par Current Book	Amort Premium Amort Discount	Accrued Interest
		12/27/2019	0	1.65300	.24100	0.00	271.64	1,999,728.36	1,228.36	
			Subtotal	1.62500	99.98642	4,000,000.00	0.00	4,000,000.00	0.00	16,972.22
				1.65300	.24100	0.00	543.28	3,999,456.72	2,456.72	
Mat Date: 1/22/2020										
16996	FHLB	01/22/2016	3130A6YW1	1.70000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	6,516.67
		01/22/2020	0	1.70000	.31200	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.70000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	6,516.67
				1.70000	.31200	0.00	0.00	2,000,000.00	0.00	
Mat Date: 4/13/2020										
16997	FFCB	04/13/2016	3133EF2L0	1.40000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	13,066.67
		04/13/2020	0	1.40000	.53300	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.40000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	13,066.67
				1.40000	.53300	0.00	0.00	2,000,000.00	0.00	
Mat Date: 5/7/2020										
17013	FNMA	11/07/2016	3136G4FW8	1.30000	100.00000	1,500,000.00	0.00	1,500,000.00	0.00	7,800.00
		05/07/2020	0	1.30000	.60000	0.00	0.00	1,500,000.00	0.00	
			Subtotal	1.30000	100.00000	1,500,000.00	0.00	1,500,000.00	0.00	7,800.00
				1.30000	.60000	0.00	0.00	1,500,000.00	0.00	
Mat Date: 7/27/2020										
17079	FHLB	07/27/2017	3130ABVU7	1.62500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	5,777.78
		07/27/2020	0	1.62500	.82100	0.00	0.00	2,000,000.00	0.00	
17047	FHLMC	04/27/2017	3134GBHW5	1.62500	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	6,951.39
		07/27/2020	0	1.62500	.82100	0.00	0.00	1,000,000.00	0.00	
17048	FHLMC	04/27/2017	3134GBHW5	1.62500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	13,902.78
		07/27/2020	0	1.62500	.82100	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.62500	100.00000	5,000,000.00	0.00	5,000,000.00	0.00	26,631.95
				1.62500	.82100	0.00	0.00	5,000,000.00	0.00	
Mat Date: 7/28/2020										
17008	FNMA	10/31/2016	3136G4GK3	1.35000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	4,725.00
		07/28/2020	0	1.35000	.82400	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.35000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	4,725.00
				1.35000	.82400	0.00	0.00	2,000,000.00	0.00	
Mat Date: 7/30/2020										
17088	FHLB	01/30/2018	3130ADF98	2.17000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,353.89
		07/30/2020	0	2.17000	.82800	0.00	0.00	2,000,000.00	0.00	
			Subtotal	2.17000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,353.89
				2.17000	.82800	0.00	0.00	2,000,000.00	0.00	

Mat Date: 9/8/2020



INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

As Of Date: 09/30/2019

ITEM #L-2

Run: 10/22/2019 05:36:27 PM

Reporting Currency: Local

City of Oxnard

Inv No.	Description	Purch Date Mat Date	CUSIP CPR/PSA	Coupon YTM TR	Sch Bk Price Duration	Original Face Notional Face	Unamort Premium Unamort Discount	Current Par Current Book	Amort Premium Amort Discount	Accrued Interest
17000	FFCB	09/08/2016	3133EGTM7	1.37500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	1,756.94
		09/08/2020	0	1.37500	.93500	0.00	0.00	2,000,000.00	0.00	
Subtotal				1.37500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	1,756.94
				1.37500	.93500	0.00	0.00	2,000,000.00	0.00	
Mat Date: 9/21/2020										
17001	FFCB	09/21/2016	3133EGVK8	1.35000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	750.00
		09/21/2020	0	1.35000	.97200	0.00	0.00	2,000,000.00	0.00	
Subtotal				1.35000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	750.00
				1.35000	.97200	0.00	0.00	2,000,000.00	0.00	
Mat Date: 9/30/2020										
17002	FNMA	09/30/2016	3136G4BV4	1.45000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	80.56
		09/30/2020	0	1.45000	.99600	0.00	0.00	2,000,000.00	0.00	
Subtotal				1.45000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	80.56
				1.45000	.99600	0.00	0.00	2,000,000.00	0.00	
Mat Date: 10/6/2020										
17006	FHLB	10/27/2016	3130A9NK3	1.37500	99.99619	2,000,000.00	0.00	2,000,000.00	0.00	13,368.06
		10/06/2020	0	1.37800	1.00600	0.00	76.11	1,999,923.89	123.89	
Subtotal				1.37500	99.99619	2,000,000.00	0.00	2,000,000.00	0.00	13,368.06
				1.37800	1.00600	0.00	76.11	1,999,923.89	123.89	
Mat Date: 10/28/2020										
17007	FHLB	10/28/2016	3130A9WK3	1.40000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	5,950.00
		10/28/2020	0	1.40000	1.06700	0.00	0.00	1,000,000.00	0.00	
Subtotal				1.40000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	5,950.00
				1.40000	1.06700	0.00	0.00	1,000,000.00	0.00	
Mat Date: 11/2/2020										
17010	FFCB	11/02/2016	3133EGC29	1.35000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	11,175.00
		11/02/2020	0	1.35000	1.07900	0.00	0.00	2,000,000.00	0.00	
Subtotal				1.35000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	11,175.00
				1.35000	1.07900	0.00	0.00	2,000,000.00	0.00	
Mat Date: 11/30/2020										
17039	FNMA	03/30/2017	3135G0F73	1.50000	99.69828	2,000,000.00	0.00	2,000,000.00	0.00	10,083.33
		11/30/2020	0	1.70800	1.15600	0.00	6,034.50	1,993,965.50	8,705.50	
Subtotal				1.50000	99.69828	2,000,000.00	0.00	2,000,000.00	0.00	10,083.33
				1.70800	1.15600	0.00	6,034.50	1,993,965.50	8,705.50	
Mat Date: 5/10/2021										
17102	FFCB	05/10/2018	3133EJNS4	2.70000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	10,575.00
		05/10/2021	0	2.70000	1.57200	0.00	0.00	1,000,000.00	0.00	
17101	CD	03/10/2018	61747MX63	2.90000	100.00000	245,000.00	0.00	245,000.00	0.00	2,803.07



INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

As Of Date: 09/30/2019

ITEM #L-2

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Reporting Currency: Local

City of Oxnard

Inv No.	Description	Purch Date Mat Date	CUSIP CPR/PSA	Coupon YTM TR	Sch Bk Price Duration	Original Face Notional Face	Unamort Premium Unamort Discount	Current Par Current Book	Amort Premium Amort Discount	Accrued Interest
		05/10/2021	0	2.90000	1.56900	0.00	0.00	245,000.00	0.00	
			Subtotal	2.73936	100.00000	1,245,000.00	0.00	1,245,000.00	0.00	13,378.07
				2.73936	1.57141	0.00	0.00	1,245,000.00	0.00	
Mat Date: 7/6/2021										
17087	FHLB	01/18/2018	3130ABMR4	1.85000	99.13035	1,000,000.00	0.00	1,000,000.00	0.00	4,368.06
		07/06/2021	0	2.30500	1.73900	0.00	8,696.52	991,303.48	6,373.48	
			Subtotal	1.85000	99.13035	1,000,000.00	0.00	1,000,000.00	0.00	4,368.06
				2.30500	1.73900	0.00	8,696.52	991,303.48	6,373.48	
Mat Date: 9/29/2021										
17017	FHLB	12/30/2016	3130AAGY8	2.15000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	10,988.89
		09/29/2021	0	2.15000	1.96600	0.00	0.00	2,000,000.00	0.00	
			Subtotal	2.15000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	10,988.89
				2.15000	1.96600	0.00	0.00	2,000,000.00	0.00	
Mat Date: 9/30/2021										
17011	FHLB	11/04/2016	3130A9MG3	1.50000	99.95924	2,000,000.00	0.00	2,000,000.00	0.00	83.33
		09/30/2021	0	1.52100	1.97800	0.00	815.19	1,999,184.81	1,184.81	
17003	FNMA	09/30/2016	3136G37F6	1.50000	99.92004	2,000,000.00	0.00	2,000,000.00	0.00	83.33
		09/30/2021	0	1.54200	1.97800	0.00	1,599.12	1,998,400.88	2,400.88	
			Subtotal	1.50000	99.93964	4,000,000.00	0.00	4,000,000.00	0.00	166.66
				1.53150	1.97800	0.00	2,414.31	3,997,585.69	3,585.69	
Mat Date: 10/4/2021										
17004	FFCB	10/04/2016	3133EGWZ4	1.42000	99.97500	2,000,000.00	0.00	2,000,000.00	0.00	13,963.33
		10/04/2021	0	1.43000	1.97600	0.00	500.00	1,999,500.00	500.00	
			Subtotal	1.42000	99.97500	2,000,000.00	0.00	2,000,000.00	0.00	13,963.33
				1.43000	1.97600	0.00	500.00	1,999,500.00	500.00	
Mat Date: 10/12/2021										
17005	FFCB	10/14/2016	3133EGYB5	1.54000	99.99499	2,000,000.00	0.00	2,000,000.00	0.00	14,458.89
		10/12/2021	0	1.54200	1.99500	0.00	100.11	1,999,899.89	99.89	
			Subtotal	1.54000	99.99499	2,000,000.00	0.00	2,000,000.00	0.00	14,458.89
				1.54200	1.99500	0.00	100.11	1,999,899.89	99.89	
Mat Date: 10/28/2021										
17012	FHLB	11/04/2016	3130A9WN7	1.60000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	13,600.00
		10/28/2021	0	1.60000	2.03800	0.00	0.00	2,000,000.00	0.00	
17009	FNMA	10/28/2016	3136G4FA6	1.62500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	13,812.50
		10/28/2021	0	1.62500	2.03800	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.61250	100.00000	4,000,000.00	0.00	4,000,000.00	0.00	27,412.50
				1.61250	2.03800	0.00	0.00	4,000,000.00	0.00	

Mat Date: 11/9/2021



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17014	FHLB	11/09/2016	3130A9Z61	1.50000	99.97497	2,000,000.00	0.00	2,000,000.00	0.00	11,833.33
		11/09/2021	0	1.51000	2.07100	0.00	500.55	1,999,499.45	499.45	
Subtotal				1.50000	99.97497	2,000,000.00	0.00	2,000,000.00	0.00	11,833.33
				1.51000	2.07100	0.00	500.55	1,999,499.45	499.45	
Mat Date: 11/15/2021										
17015	FFCB	11/15/2016	3133EGG82	1.52000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	11,484.44
		11/15/2021	0	1.52000	2.08800	0.00	0.00	2,000,000.00	0.00	
Subtotal				1.52000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	11,484.44
				1.52000	2.08800	0.00	0.00	2,000,000.00	0.00	
Mat Date: 11/23/2021										
17016	FHLB	11/23/2016	3130A9VY4	1.65000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	11,733.33
		11/23/2021	0	1.65000	2.10700	0.00	0.00	2,000,000.00	0.00	
Subtotal				1.65000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	11,733.33
				1.65000	2.10700	0.00	0.00	2,000,000.00	0.00	
Mat Date: 11/29/2021										
17018	FHLB	12/30/2016	3130AABG2	1.87500	99.69398	2,000,000.00	0.00	2,000,000.00	0.00	12,708.33
		11/29/2021	0	2.00400	2.11800	0.00	6,120.49	1,993,879.51	5,899.51	
17019	FHLB	12/30/2016	3130AABG2	1.87500	99.62727	2,000,000.00	0.00	2,000,000.00	0.00	12,708.33
		11/29/2021	0	2.03200	2.11800	0.00	7,454.57	1,992,545.43	7,185.43	
Subtotal				1.87500	99.66062	4,000,000.00	0.00	4,000,000.00	0.00	25,416.66
				2.01800	2.11800	0.00	13,575.06	3,986,424.94	13,084.94	
Mat Date: 1/26/2022										
17023	FHLMC	01/26/2017	3134GAK86	2.20000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,944.44
		01/26/2022	0	2.20000	2.26800	0.00	0.00	2,000,000.00	0.00	
17024	FHLMC	01/26/2017	3134GAK86	2.20000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,944.44
		01/26/2022	0	2.20000	2.26800	0.00	0.00	2,000,000.00	0.00	
17025	FHLMC	01/26/2017	3134GAK86	2.20000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,944.44
		01/26/2022	0	2.20000	2.26800	0.00	0.00	2,000,000.00	0.00	
Subtotal				2.20000	100.00000	6,000,000.00	0.00	6,000,000.00	0.00	23,833.32
				2.20000	2.26800	0.00	0.00	6,000,000.00	0.00	
Mat Date: 4/25/2022										
17057	FFCB	05/01/2017	3133EHGS6	2.03000	99.90975	2,000,000.00	0.00	2,000,000.00	0.00	17,593.33
		04/25/2022	0	2.06200	2.49500	0.00	1,804.95	1,998,195.05	1,195.05	
Subtotal				2.03000	99.90975	2,000,000.00	0.00	2,000,000.00	0.00	17,593.33
				2.06200	2.49500	0.00	1,804.95	1,998,195.05	1,195.05	
Mat Date: 4/27/2022										
17049	FHLMC	04/27/2017	3134GBJZ6	2.10000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	17,966.67
		04/27/2022	0	2.10000	2.49800	0.00	0.00	2,000,000.00	0.00	



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17054	FHLMC	04/27/2017	3134GBJA1	2.10000	99.97601	2,000,000.00	0.00	2,000,000.00	0.00	17,966.67
		04/27/2022	0	2.10800	2.49800	0.00	479.74	1,999,520.26	320.26	
17055	FHLMC	05/01/2017	3134GBKY7	2.12500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	18,180.56
		04/27/2022	0	2.12500	2.49700	0.00	0.00	2,000,000.00	0.00	
Subtotal				2.10833	99.99200	6,000,000.00	0.00	6,000,000.00	0.00	54,113.90
				2.11100	2.49767	0.00	479.74	5,999,520.26	320.26	
<u>Mat Date: 5/18/2022</u>										
17061	FHLB	05/18/2017	3130ABCS3	2.10000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	15,516.67
		05/18/2022	0	2.10000	2.55600	0.00	0.00	2,000,000.00	0.00	
17065	FHLB	05/25/2017	3130ABCS3	2.10000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	15,516.67
		05/18/2022	0	2.10000	2.55600	0.00	0.00	2,000,000.00	0.00	
Subtotal				2.10000	100.00000	4,000,000.00	0.00	4,000,000.00	0.00	31,033.34
				2.10000	2.55600	0.00	0.00	4,000,000.00	0.00	
<u>Mat Date: 5/20/2022</u>										
17144	FHLB	05/20/2019	3130AGFH3	2.60000	100.00000	4,000,000.00	0.00	4,000,000.00	0.00	37,844.44
		05/20/2022	0	2.60000	2.54400	0.00	0.00	4,000,000.00	0.00	
Subtotal				2.60000	100.00000	4,000,000.00	0.00	4,000,000.00	0.00	37,844.44
				2.60000	2.54400	0.00	0.00	4,000,000.00	0.00	
<u>Mat Date: 5/23/2022</u>										
17062	FHLB	05/23/2017	3130ABCF1	2.50000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	17,777.78
		05/23/2022	0	2.50000	2.59100	0.00	0.00	2,000,000.00	0.00	
17066	FFCB	05/25/2017	3133EHJY0	2.07000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	14,720.00
		05/23/2022	0	2.07000	2.57100	0.00	0.00	2,000,000.00	0.00	
Subtotal				2.28500	100.00000	4,000,000.00	0.00	4,000,000.00	0.00	32,497.78
				2.28500	2.58100	0.00	0.00	4,000,000.00	0.00	
<u>Mat Date: 5/24/2022</u>										
17063	CD	05/24/2017	1404203A6	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	2,094.25
		05/24/2022	0	2.40000	2.56300	0.00	0.00	245,000.00	0.00	
17064	CD	05/24/2017	14042RFW6	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	2,094.25
		05/24/2022	0	2.40000	2.56300	0.00	0.00	245,000.00	0.00	
Subtotal				2.40000	100.00000	490,000.00	0.00	490,000.00	0.00	4,188.50
				2.40000	2.56300	0.00	0.00	490,000.00	0.00	
<u>Mat Date: 5/25/2022</u>										
17067	FHLMC	05/25/2017	3134GBNJ7	2.12500	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	7,437.50
		05/25/2022	0	2.12500	2.57500	0.00	0.00	1,000,000.00	0.00	
Subtotal				2.12500	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	7,437.50
				2.12500	2.57500	0.00	0.00	1,000,000.00	0.00	

Mat Date: 5/26/2022



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17070	CD	05/26/2017	87165EMK0	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	2,062.03
		05/26/2022	0	2.40000	2.56900	0.00	0.00	245,000.00	0.00	
Subtotal				2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	2,062.03
				2.40000	2.56900	0.00	0.00	245,000.00	0.00	
Mat Date: 5/27/2022										
17071	FHLMC	05/30/2017	3134GBPW6	2.20000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	7,577.78
		05/27/2022	0	2.20000	2.57800	0.00	0.00	1,000,000.00	0.00	
Subtotal				2.20000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	7,577.78
				2.20000	2.57800	0.00	0.00	1,000,000.00	0.00	
Mat Date: 5/31/2022										
17076	CD	05/31/2017	38148PKJ5	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	1,965.37
		05/31/2022	0	2.40000	2.57900	0.00	0.00	245,000.00	0.00	
17073	CD	05/31/2017	20033AUB0	2.35000	100.00000	245,000.00	0.00	245,000.00	0.00	15.77
		05/31/2022	0	2.35000	2.58600	0.00	0.00	245,000.00	0.00	
Subtotal				2.37500	100.00000	490,000.00	0.00	490,000.00	0.00	1,981.14
				2.37500	2.58250	0.00	0.00	490,000.00	0.00	
Mat Date: 4/10/2023										
17156	FFCB	07/10/2019	3133EKUT1	2.37000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	10,665.00
		04/10/2023	0	2.37000	3.38700	0.00	0.00	2,000,000.00	0.00	
Subtotal				2.37000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	10,665.00
				2.37000	3.38700	0.00	0.00	2,000,000.00	0.00	
Mat Date: 4/17/2023										
17159	FHLMC	07/31/2019	3134GTF32	2.37500	100.09236	4,000,000.00	3,694.44	4,000,000.00	0.00	19,527.77
		04/17/2023	0	2.37500	3.47400	0.00	0.00	4,003,694.44	0.00	
Subtotal				2.37500	100.09236	4,000,000.00	3,694.44	4,000,000.00	0.00	19,527.77
				2.37500	3.47400	0.00	0.00	4,003,694.44	0.00	
Mat Date: 6/26/2023										
17109	CD	06/26/2018	02589AAM4	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,148.62
		06/26/2023	0	3.30000	3.51900	0.00	0.00	245,000.00	0.00	
Subtotal				3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,148.62
				3.30000	3.51900	0.00	0.00	245,000.00	0.00	
Mat Date: 6/27/2023										
17110	CD	06/27/2018	254673QR0	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,126.47
		06/27/2023	0	3.30000	3.52200	0.00	0.00	245,000.00	0.00	
Subtotal				3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,126.47
				3.30000	3.52200	0.00	0.00	245,000.00	0.00	
Mat Date: 6/28/2023										
17111	CD	06/28/2018	17312QN96	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,104.32



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		06/28/2023	0	3.30000	3.52500	0.00	0.00	245,000.00	0.00	
			Subtotal	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,104.32
				3.30000	3.52500	0.00	0.00	245,000.00	0.00	
Mat Date: 6/29/2023										
17113	CD	06/29/2018	05580ANG5	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,082.16
		06/29/2023	0	3.30000	3.52800	0.00	0.00	245,000.00	0.00	
			Subtotal	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,082.16
				3.30000	3.52800	0.00	0.00	245,000.00	0.00	
Mat Date: 10/18/2023										
17140	FHLMC	04/18/2019	3134GTEG4	2.77000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	12,541.94
		10/18/2023	0	2.77000	3.81200	0.00	0.00	1,000,000.00	0.00	
			Subtotal	2.77000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	12,541.94
				2.77000	3.81200	0.00	0.00	1,000,000.00	0.00	
Mat Date: 10/24/2023										
17116	FFCB	10/25/2018	3133EJL64	3.46000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	15,089.44
		10/24/2023	0	3.46000	3.77200	0.00	0.00	1,000,000.00	0.00	
			Subtotal	3.46000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	15,089.44
				3.46000	3.77200	0.00	0.00	1,000,000.00	0.00	
Mat Date: 11/7/2023										
17118	CD	11/07/2018	90348JFQ8	3.50000	100.00000	245,000.00	0.00	245,000.00	0.00	563.84
		11/07/2023	0	3.50000	3.81500	0.00	0.00	245,000.00	0.00	
			Subtotal	3.50000	100.00000	245,000.00	0.00	245,000.00	0.00	563.84
				3.50000	3.81500	0.00	0.00	245,000.00	0.00	
Mat Date: 4/15/2024										
17138	FHLMC	04/15/2019	3134GTBQ5	2.75000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	25,361.11
		04/15/2024	0	2.75000	4.24700	0.00	0.00	2,000,000.00	0.00	
			Subtotal	2.75000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	25,361.11
				2.75000	4.24700	0.00	0.00	2,000,000.00	0.00	
Mat Date: 5/8/2024										
17142	FHLB	05/08/2019	3130AGDU6	2.73000	99.95000	4,000,000.00	0.00	4,000,000.00	0.00	43,376.67
		05/08/2024	0	2.74100	4.31300	0.00	2,000.00	3,998,000.00	0.00	
17143	FHLB	05/08/2019	3130AGDU6	2.73000	99.92000	2,000,000.00	0.00	2,000,000.00	0.00	21,688.33
		05/08/2024	0	2.74700	4.31300	0.00	1,600.00	1,998,400.00	0.00	
			Subtotal	2.73000	99.94000	6,000,000.00	0.00	6,000,000.00	0.00	65,065.00
				2.74300	4.31300	0.00	3,600.00	5,996,400.00	0.00	
Mat Date: 5/22/2024										
17145	FHLMC	05/22/2019	3134GTNS8	2.75000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	19,708.33
		05/22/2024	0	2.75000	4.35000	0.00	0.00	2,000,000.00	0.00	



INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

As Of Date: 09/30/2019

ITEM #L-2

Run: 10/22/2019 05:36:27 PM

Reporting Currency: Local

City of Oxnard

Inv No.	Description	Purch Date Mat Date	CUSIP CPR/PSA	Coupon YTM TR	Sch Bk Price Duration	Original Face Notional Face	Unamort Premium Unamort Discount	Current Par Current Book	Amort Premium Amort Discount	Accrued Interest
17146	FHLMC	05/22/2019	3134GTPF4	2.70000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	19,350.00
		05/22/2024	0	2.70000	4.35500	0.00	0.00	2,000,000.00	0.00	
17148	FHLMC	05/22/2019	3134GTMP5	2.80000	100.00000	4,000,000.00	0.00	4,000,000.00	0.00	40,133.33
		05/22/2024	0	2.80000	4.34500	0.00	0.00	4,000,000.00	0.00	
17150	FHLMC	05/28/2019	3134GTQQ9	2.75000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	18,791.67
		05/22/2024	0	2.75000	4.35200	0.00	0.00	2,000,000.00	0.00	
Subtotal				2.76000	100.00000	10,000,000.00	0.00	10,000,000.00	0.00	97,983.33
				2.76000	4.34940	0.00	0.00	10,000,000.00	0.00	
Mat Date: 7/1/2024										
17153	FFCB	07/01/2019	3133EKSX5	2.47000	99.97500	1,000,000.00	0.00	1,000,000.00	0.00	6,175.00
		07/01/2024	0	2.47500	4.48700	0.00	250.00	999,750.00	0.00	
17154	FFCB	07/01/2019	3133EKSX5	2.47000	99.97500	1,000,000.00	0.00	1,000,000.00	0.00	6,175.00
		07/01/2024	0	2.47500	4.48700	0.00	250.00	999,750.00	0.00	
17155	FFCB	07/02/2019	3133EKSX5	2.47000	99.98186	2,000,000.00	0.00	2,000,000.00	0.00	12,350.00
		07/01/2024	0	2.47500	4.48700	0.00	362.78	1,999,637.22	0.00	
Subtotal				2.47000	99.97843	4,000,000.00	0.00	4,000,000.00	0.00	24,700.00
				2.47500	4.48700	0.00	862.78	3,999,137.22	0.00	
Mat Date: 7/23/2024										
17157	FHLB	07/23/2019	3130AGQ65	2.43000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	9,180.00
		07/23/2024	0	2.43000	4.55200	0.00	0.00	2,000,000.00	0.00	
17158	FFCB	07/23/2019	3133EKWD4	2.45000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	9,255.56
		07/23/2024	0	2.45000	4.55000	0.00	0.00	2,000,000.00	0.00	
Subtotal				2.44000	100.00000	4,000,000.00	0.00	4,000,000.00	0.00	18,435.56
				2.44000	4.55100	0.00	0.00	4,000,000.00	0.00	
Mat Date: 9/16/2024										
17160	FFCB	09/16/2019	3133EKN93	1.96000	99.83000	2,000,000.00	0.00	2,000,000.00	0.00	1,633.33
		09/16/2024	0	1.99600	4.74800	0.00	3,400.00	1,996,600.00	0.00	
17161	FFCB	09/16/2019	3133EKN93	1.96000	99.78000	2,000,000.00	0.00	2,000,000.00	0.00	1,633.33
		09/16/2024	0	2.00600	4.74800	0.00	4,400.00	1,995,600.00	0.00	
Subtotal				1.96000	99.80500	4,000,000.00	0.00	4,000,000.00	0.00	3,266.66
				2.00100	4.74800	0.00	7,800.00	3,992,200.00	0.00	
Mat Date: 9/19/2024										
17162	FHLMC	09/19/2019	3134GUCG3	2.50000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	1,666.67
		09/19/2024	0	2.50000	4.70100	0.00	0.00	2,000,000.00	0.00	
Subtotal				2.50000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	1,666.67
				2.50000	4.70100	0.00	0.00	2,000,000.00	0.00	
Mat Date: 9/23/2024										
17163	FHLMC	09/23/2019	3134GUBQ2	2.10000	99.93000	2,000,000.00	0.00	2,000,000.00	0.00	933.33



INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

As Of Date: 09/30/2019

ITEM #L-2

Run: 10/22/2019 05:36:27 PM

Reporting Currency: Local

City of Oxnard

Inv No.	Description	Purch Date Mat Date	CUSIP CPR/PSA	Coupon YTM TR	Sch Bk Price Duration	Original Face Notional Face	Unamort Premium Unamort Discount	Current Par Current Book	Amort Premium Amort Discount	Accrued Interest
		09/23/2024	0	2.11500	4.75300	0.00	1,400.00	1,998,600.00	0.00	
			Subtotal	2.10000	99.93000	2,000,000.00	0.00	2,000,000.00	0.00	933.33
				2.11500	4.75300	0.00	1,400.00	1,998,600.00	0.00	
Grand Total		Count 84		2.14981	99.97828	142,195,000.00	3,694.44	208,195,000.00	0.00	1,250,430.46
				2.16046	1.61039	0.00	48,917.26	208,149,777.18	37,955.52	



Vs. LIBRA ?

WHY IS CASH IMPORTANT?

• **Cash** - simplest, most broadly accepted and reliable form of payment, many businesses only accept cash, requires no extra processing.

• **Checks** - can bounce.

• **Credit Cards** - can be declined.

The Treasurer receives cash for payments of Business License, Permits, Utility Billing, etc. at the cashiers' windows.



The City Treasurer's Department (CTD)

Goal 1: Keep assets safe using prudent management;

Goal 2: Ensure the depository bank provides adequate security;

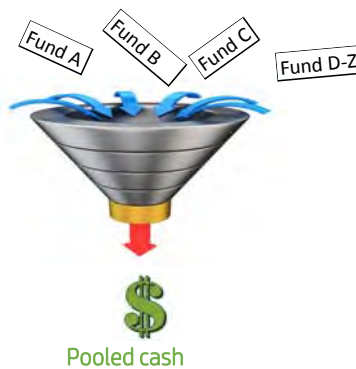
Goal 3: provide for funding needs; and

Goal 4: Maximize the earning of interest .

The Treasurer's Department handles \$2.3 billion of cash inflow, outflow and investments every year.



3



4

The Treasurer first manages the cash liquidity needs for the City and invests all idle cash funds daily, using the “cash pool” of all funds to makeup the \$212 million portfolio.

Treasurer’s staff coordinates with, banks and brokers to purchase various securities to meet City investment goals and policy. This produces interest earnings which the CFO allocates to various funds.



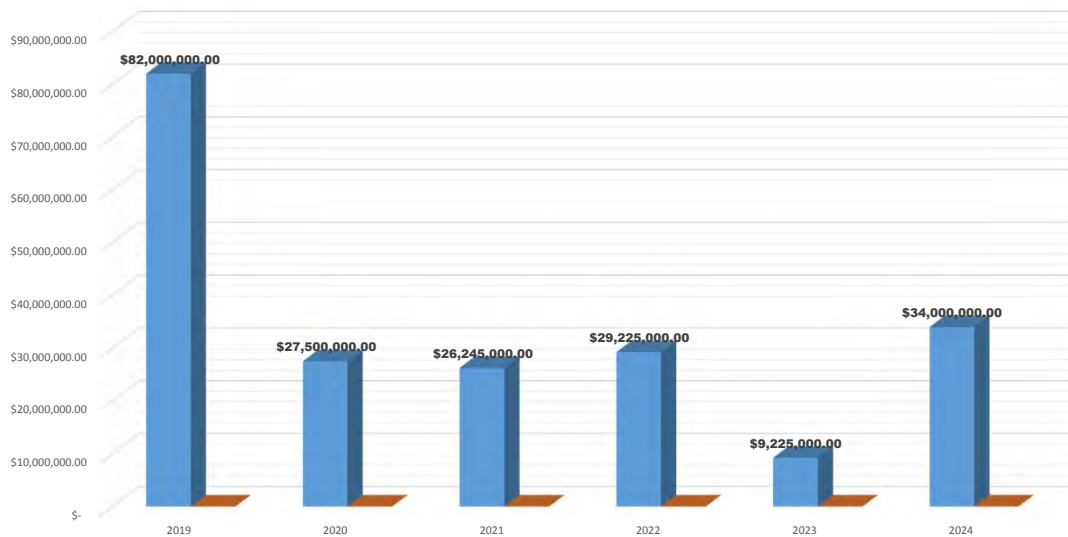
DAILY CASH POSITION WORKSHEET FOR THE GENERAL ACCOUNT		
	9/30/2019	
	CREDIT ESTIMATE	DESCRIPTION
CLOSING AVG BAL	\$ 15,106,427.46	
1 DAY FLOAT	\$ 304,748.02	
CREDIT CARD-ONE POINT	\$ 56,688.94	
CREDIT CARD C2G	\$ 54,014.25	
AUTO PAYS	\$ 65,675.38	
INVESTMENT COUPON	\$ 90,098.22	
INVESTMENT CALLS/MATURITIES	\$ 8,000,000.00	FHLMC 2.25%,2.2%,2.45%,2.125%
TOTAL CREDITS	\$ 23,677,652.27	
	DEBIT ESTIMATE	
ACCOUNTS PAYABLE TO CLEAR	\$ 1,000,000.00	
LAIF DEPOSIT	\$ 6,000,000.00	
PAYROLL TAXES TO CLEAR	\$ 587,534.38	
OTHER	\$ 743,026.18	
OTHER	\$ 9,485.02	
TOTAL DEBITS	\$ 8,340,045.58	
GENERAL BANK ACCOUNT	\$ 15,337,606.69	
SUCCESSOR AGENCY	\$ 4,896,230.75	
LAIF	\$ 65,000,000.00	

City Treasurer's bank accounts	August 30, 2019	Sept. 30, 2019
City's General Fund bank account	\$ 3,620,887.88	\$ 15,337,606.69
Successor Agency bank account	\$ 4,993,224.81	\$ 4,896,230.75
W/C (workers compensation) account	\$ 163,956.05	\$ 200,538.50
Parking Citations	\$ 257,848.43	\$ 83,598.25
TOTAL CASH IN BANK ACCOUNTS	\$ 9,035,917.17	\$ 20,517,974.19

Sept. 30, 2019	account type
\$ 15,337,606.69	Gen account
\$ -	Successor
\$ 200,538.50	W/C
\$ 83,598.25	Parking
\$ 15,621,743.44	Total idle cash
\$ 208,195,000.00	amount invested
\$ 223,816,743.44	total available cash
93%	efficiency level

ITEM	August 30, 2019	30-Sep-19
Cost of investments (book value)	\$ 220,144,337.82	\$ 208,149,777.18
Par or face value	\$ 220,195,000.00	\$ 208,195,000.00
Market value as estimated	\$ 220,193,680.00	\$ 208,056,034.00
Total Earnings per month	\$ 404,677.51	\$ 449,286.53
Earned interest Yield this month	2.136%	2.255%
Gain/Loss if forced to sell today	\$ 49,342.18	\$ (93,743.18)

September 2019 portfolio chart of investments



'GSE' means United State Sponsored Enterprise

**'LAIF' means Local Agency Investment Fund
controlled by State Controller**

'Market Ts' mean market Treasury 10 year notes

**'Float' means the amount of cash/checks/wires that
has not cleared the bank account as of that specific
date**

**'Bullet' means an instrument that cannot be called
earlier than it's maturity date.**

**'Callable' means an instrument that is sold with the
term that allows the issuer to call/purchase back the
instrument earlier than it's maturity date.**

**'Pooled cash' is a term specific to California Code
that limits the access of this cash to the City
Treasurer and the Investment Committee and can
only be used to invest and is prohibited from any
other use except as an emergency loan.**

THANK YOU FOR YOU TIME AND ATTENTION.

Respectfully,
Oxnard City Treasurer' s Investment TEAM



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. L.3.

DATE: November 19, 2019

TO: City Council

FROM: Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org

SUBJECT: Resolution Providing Salary and Benefits to Executive and Unrepresented Employees. (5/5/5)

RECOMMENDATION

That the City Council adopt a resolution providing salary and benefits to Executive and Unrepresented Employees.

BACKGROUND

The attached resolution will approve the same benefits to executive employees and to the attorneys in the City Attorney's Office that the City Council approved with the Public Safety Groups and the Oxnard Mid-Managers Association. These changes are within the authority that Council provided to staff.

More specifically, beginning in January 2020, the City will provide an increase of approximately \$339 per month over a period of three years. This will result in the following monthly contributions: year one \$864.34 per month; year two \$1,203.67 per month; year three \$1,543 per month. Those employees who are waiving coverage and can provide proof of other coverage will receive an increase of approximately \$239 per month over a period of three years. This will result in the following monthly waive: year one \$764.34 per month; year two \$1,003.67; year three \$1,243 per month.

Additionally, the City's current deferred compensation contribution for executives is 3%, which will be increased by 1.4% for a total of 4.4% effective the first full pay period of January 2020. The unrepresented employees currently do not receive a deferred compensation contribution, but to equivocate the benefit within the group, the City will begin making a 4.4% deferred compensation contribution the first full pay period of January 2020.

Finally, the previous resolution similar to this one included two categories of employees: confidential managers and confidential non-managers. This year, the classifications in those categories are being accreted back to either SEIU or OMMA. The result of this move will be employees doing similar work will receive the same terms and conditions of employment including benefits as their counterparts in the bargaining unit. As a result, these categories of employees are not included in this resolution.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The financial impact may be depicted in two ways. One is a year over year cost increase, which is what is used predominantly in the labor relations field. There are jurisdictions within Ventura County that depict their employee costs in this manner, and that is what has been presented to Council in prior MOU agenda items. This methodology shows

what the increased cost is as compared with the previous year. Using this methodology, the impact in Year 1 will be \$108,782, the impact in Year 2 will be an additional \$62,532, and the impact in Year 3 will be a further \$59,088, for a total impact of \$230,401, as shown in the chart below.

LABOR COSTING METHODOLOGY

Group	Calendar Year 2020	Calendar Year 2021	Calendar Year 2022	3 Year Total
Executive/Attorneys	\$ 108,782	\$ 62,532	\$ 59,088	\$ 230,401
Totals	\$ 108,782	\$ 62,532	\$ 59,088	\$ 230,401
% Increase	3.52%	2.02%	1.91%	<u>7.45%</u>

The other methodology is more common for budget and finance professionals, who compare all of the financial costs of that contract to the year before the contract becomes effective (Base Year). This methodology compounds the increased costs over the term of the entire contract. In the case of the resolution presented here, this would be comparing the increase in costs in Year 1 to the budgeted cost of the group in the Base Year, the increase in costs in Year 2 to the budgeted cost of the group still in the Base Year, and the increase in costs in Year 3 to the budgeted cost of the group once again in the Base Year. Using this methodology, the budget impact in Year 1 will be \$108,782, the impact in Year 2 will be \$171,314, and the impact in Year 3 will be \$230,401, for a total, cumulative 3-year impact of \$510,497, as shown in the chart below.

BUDGET METHODOLOGY (CUMULATIVE)

Group	Calendar Year 2020	Calendar Year 2021	Calendar Year 2022	3 Year Total
Executive/Attorneys	\$ 108,782	\$ 171,314	\$ 230,401	\$ 510,497
Totals	\$ 108,782	\$ 171,314	\$ 230,401	\$ 510,497
% Increase (Cumulative)	3.52%	5.54%	<u>7.45%</u>	

As seen in these charts, the dollar costs look different under the two different concepts; however, the cumulative percentage increase is the same.

The costs for this resolution in the first fiscal year have already been included in the FY 2019-20 Adopted Budget and as such there is no additional appropriation needed.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Steve Naveau, Human Resources Director

ATTACHMENTS

1. Executive and Unrepresented Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ESTABLISHING RULES FOR THE APPLICATION OF COMPENSATION RATES AND
BENEFIT LEVELS FOR EXECUTIVE AND UNREPRESENTED EMPLOYEES

RESOLVED, by the City Council of the City of Oxnard, as follows:

Section I. Applicability

- A. General. Employees subject to this Resolution are classified as either Executive or Unrepresented. The listing in Exhibit A, which is attached hereto and incorporated by this reference provides a list of classifications with the category they are assigned.

Section II. Salaries

- A. The following salary increases are provided:

There are no salary increases during the term of this Resolution.

Employees in classifications designated as executive or unrepresented will be paid in accordance with the hourly rate established in the annual classification and salary resolution.

B. Annual Increases

- i. Effective beginning January 1, 2020, Employees who receive a satisfactory performance evaluation during the preceding calendar year will receive a step increase of not less than three percent (3.0%) within that employee's salary range. Notwithstanding the foregoing, if an employee is less than three percent (3.0%) from the top of the range, the increase shall be to the top of the salary range.
- ii. When the City Manager determines that an employee has demonstrated an exceptional level of job performance and efficiency, the City Manager may grant a merit increase in excess of three percent (3.0%). No merit increase shall cause an employee's salary to exceed the top of the salary matrix established for the classification. No advancement shall be given to any employee whose most recent performance evaluation rating was "unsatisfactory," or "needs improvement."
- iii. Eligible employees will receive their annual merit increase effective the first full pay period of January. Newly hired employees or employees promoted during the preceding calendar year will have their merit increase pro-rated based on their service during the calendar year (for example, an eligible employee with six months of service in a classification in calendar year 2020 will receive not less than a 2.5% merit increase in January 2021.)

C. Automobile Allowance

- i. Executive Employees will be provided a biweekly automobile allowance as follows:
 1. Assistant City Manager \$184.62
 2. Department Heads / Deputy City Manager \$161.54

- ii. Eligible employees who receive approval to use a City vehicle instead of receiving an automobile allowance shall have computations of other benefits/compensation calculated as if they received an allowance.
- iii. Mileage reimbursement for local in County travel will not be reimbursed if the employee receives a car allowance. Mileage reimbursement shall be approved for out of area business travel at a rate equivalent to the standard mileage rate established by proclamation of the Internal Revenue Service.

Section III. Other Compensation Provisions

A. Mileage for Travel Outside City Limits

- i. When employees are required by City to use their personal vehicle to perform their assigned duties for City, and they so utilize their own vehicles in traveling directly and uninterruptedly from one assigned work location to another assigned work location, at least one of which is located outside of the City limits, City shall provide mileage reimbursement. Employees shall make claims for mileage compensation that are consistent with current IRS rates on City designated forms.

Section IV. Holidays

A. Observed holidays include:

New Year's Day (January 1st)
Martin Luther King's Day (the third Monday in January)
Presidents' Day (the third Monday in February)
Cesar Chavez Day (March 31)
Memorial Day (the last Monday in May)
Independence Day (July 4th)
Labor Day (the first Monday in September)
Veterans' Day (November 11th)
Thanksgiving Day
The day after Thanksgiving
Christmas Eve half day (December 24th)
Christmas Day (December 25th)
New Year's Eve half day (December 31st)

Employees shall be entitled to holiday pay if an observed holiday falls on an employee's regularly scheduled workday and if the employee is in paid status on the day before or the day after an observed holiday.

Section V. Paid Leaves

A. Annual Leave

i. Accrual Levels:

Unrepresented Employees will accrue annual leave based on the following schedule:

Years of Service	Months of Service	Biweekly Accruals	Annual Accruals	Maximum Accrual
<5	0-59	6.24 312	162.24	324.48

5-6	60-71	7.47	194.22	388.44
6-7	72-83	7.78	202.28	404.56
7-8	84-95	8.09	210.34	420.68
8-9	96-107	8.40	218.40	436.80
9-10	108-119	8.70	226.20	452.40
10-11	120-131	9.54	248.04	496.08
11-12	132-143	9.85	256.10	512.20
12-13	144-155	10.16	264.16	528.32
13-14	156-167	10.46	271.96	543.92
14-15	168-179	10.77	280.02	560.04
15+	180+	11.78	306.28	612.56

Executive Employees will accrue annual leave based on the following schedule:

Years of Service	Months of Service	Biweekly Accruals	Annual Accruals	Maximum Accruals
<2	0-23	7.16	186.16	372.34
2-5	24-59	9.62	250.12	500.24
5	60+	12.08	314.08	628.16

iii. Maximum Annual Leave Accrual

- a. Once an employee reaches his or her maximum annual leave accrual, he or she will not be permitted to accrue any additional annual leave until he or she uses sufficient annual leave so as to bring his or her annual leave balance below the applicable cap. Accrual will recommence in the following pay period.

iv. Redemption

- a. Employees, regardless of full-time years of service, may receive pay for redemption of up to one hundred (100) hours of annual leave during each calendar year.
- b. Executive employees who have any leave banks outside of their current annual leave bank, administrative leave bank, or sick leave bank, may convert the hours which equate to \$25,000 per year at their current hourly rate and have that sum placed into their 401(a) account. The amount to be converted and deposited into the 401(a) account may not exceed the annual IRS limits.

- c. All requests for annual leave redemption must be made by the employee, in writing, using a City form. Said requests must be submitted to the City's payroll department during the months of July and December for the employee to receive the redemption. Pay under this subsection shall be calculated based on base wages, longevity pay, educational incentive pay, confidential pay, and bilingual pay, as applicable.
- v. Payment Upon Separation
 - a. Any employee who leaves the service of the City shall be paid for accrued annual leave to which such employee is otherwise entitled at his/her then current base wages plus longevity pay, educational incentive pay, confidential pay, and bilingual pay, as applicable, as of the effective date of separation from City service.
 - b. Executive Employees who are retiring from City Service and were promoted from a lower level position into an executive position and accrued sick leave in a previous bargaining unit, shall be eligible to receive cash for their accrued sick leave at the rate of pay they made when they last held a non-executive position. The cash out will be fifty percent (50%) of the bank not to exceed 600 hours. Public Safety Employees who opt to purchase the CalPERS service credit are not eligible for this cash out.
- vi. Discontinuance of Reserve Leave Program and Treatment of Accrued Reserve Leave.
 - b. If an employee were previously permitted to create and maintain a reserve leave bank, such employee's reserve leave bank balance will remain available for use by employees as annual leave, subject to the conditions for use set forth in this section. Employees will no longer be permitted to add additional hours to their reserve leave banks and new employees will not be permitted to create reserve leave banks.

B. Administrative Leave

- i. At the start of each fiscal year, Unrepresented Employees will be granted forty (40) hours of administrative leave.
- ii. At the start of each fiscal year, Executive Employees will be granted eighty (80) hours.
- iii. Administrative leave not taken during the fiscal year in which it is granted shall not be carried over to the subsequent fiscal year; employees shall not be permitted to maintain an administrative leave balance in excess of what they receive annually. Administrative Leave has no cash value and cannot be cashed out if unused at the end of the fiscal year in which it was granted or upon separation.

Section VI. Health and Welfare Benefits

A. Health Insurance

- i. The City offers affordable health coverage that meets minimum value standards under the Patient Protection and Affordable Care Act (PPACA) to all eligible employees. An eligible employee is one who qualifies under the Look Back Measurement Safe Harbor (average of 30 hours per week), as adopted by Resolution and implemented under the City's implementation plan.
- ii. The City offers health coverage under the Public Employees' Medical and Hospital Care

Act ("PEMHCA"). In accordance with the requirements of PEMHCA, the City shall make a direct contribution of \$136 per month towards active employees' health care costs in calendar year 2019. This amount is equal to the statutory minimum contribution set by CalPERS and is subject to change as further required by CalPERS.

- iii. In addition to the direct PEMHCA contribution described above, the City will make an additional contribution towards a cafeteria plan for active employees subject to this Resolution as follows:

Medical –The City will increase the monthly contribution for each tier of medical at the beginning of the 2020 benefits year which is reflected in the first pay check of the 2020 calendar year. The total new contribution for employee, employee plus one, and family is \$864.34.

The City will increase the monthly contribution for each tier of medical at the beginning of the 2021 benefits year which is reflected in the first pay check of the 2021 calendar year. The total new contribution for employee, employee plus one, and family is \$1,203.67.

The City will increase the monthly contribution for each tier of medical at the beginning of the 2022 benefits year which is reflected in the first pay check of the 2022 calendar year. The total new contribution for employee, employee plus one, and family is \$1,543.00.

Any contributions remaining will be issued as cash back after applied to the medical plan premium.

For those employees who waive the medical, the City will contribute the following per month in each plan year:

Year 1 - \$764.34

Year 2 - \$1,003.67

Year 3 – \$1,243.00

In the final year of the contract if the employees in this Resolution do not maintain a 64% combined participation in the plan including all confidential employees, then the contribution for those who “waive” will be reduced to \$900 per month in the subsequent benefit year.

B. Dental Insurance

- i. The City shall contribute the sum of thirty dollars and eighty-three cents (\$30.83) biweekly to the employee's dental insurance cafeteria plan for dental programs provided by the City. Regular full time employees that are employees for more than ninety (90) days and who "opt-out" of dental coverage will receive \$30.83 bi-weekly additional taxable income.

C. Flex Spending Plan

- i. Employees may participate in the voluntary Flex Spending Plan so long the plan is offered by the City and permitted under IRS rules and regulations.

D. Wellness Program

- i. Employees may participate in the City wellness program as described in the City of Oxnard Personnel Rules and Regulations, which includes an annual reimbursement cap of \$500 for eligible expenses.

Section VII. Term Life Insurance/STD/LTD

- A. The City shall provide a term life insurance policy to all employees covered by this Resolution in the amount of five thousand dollars (\$5,000). Additionally, employees will be provided a term life insurance policy of one time their annual salary. City-provided life insurance coverage is only in effect as long as the employee is employed by the City. Additional group term life insurance may be purchased by the individual employee.
- B. The City shall provide a Short Term Disability (STD) plan and a Long Term Disability (LTD) plan.

Section VIII. Deferred Compensation

- A. Employees shall be permitted to participate in the City's section 457 deferred compensation plan for as long as such a plan is maintained by the City. Employees will have the option to convert up to eighty (80) hours of accrued vacation or annual leave for deposit into a section 457 deferred compensation plan each calendar year.
- B. The City shall make a non-elective employer contribution of three percent (3%) of employee base pay/salary to the City-sponsored and designated deferred compensation plan for all permanent Executive Employees, including City Manager, and City Attorney. At the beginning of the first full pay period in January 2020 the City will make a contribution of four point five percent (4.5%) for all employees in this Resolution.

Section IX. Retirement

A. CalPERS Retirement for Miscellaneous Employees Hired before January 1, 2013

- i. The City's contract with CalPERS provides for the two percent (2%) at age fifty-five (55) retirement formula.
- ii. The City's contract with CalPERS provides for the "Single Highest Year" retirement benefit.
- iii. Permanent miscellaneous employees will pay the full employee share of seven percent (7%).
- iv. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis

B. CalPERS Retirement for Miscellaneous Employees Hired on or after January 1, 2013

- i. "New Members", as defined by the Public Employees' Pension Reform Act ("PEPRA") are covered by the two percent (2%) at age sixty-two (62) retirement formula.
- ii. New Members' retirement benefit will be based on the highest 36 consecutive months of compensation earnable.
- iii. New Members will pay an employee contribution to CalPERS at the rate of fifty percent (50%) of the total "normal cost" of the plan as defined by CalPERS. This amount may change from year to year, as determined by CalPERS. This employee contribution will be paid through a payroll deduction.
- iv. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis. The City's contract with CalPERS contains the ~~16~~ ¹⁶ Fourth Level Survivor Benefit and Military Service

Credit for all employees.

C. CalPERS Retirement for Safety Employees Hired before January 1, 2013

- i. The City's contract with CalPERS provides for the three percent (3%) at age fifty (50) retirement formula.
- ii. The City's contract with CalPERS provides for the "Single Highest Year" retirement benefit.
- iii. Permanent safety Executive Employees will pay 7% of the employee contribution and the City will pick up the remaining 2%.
- iv. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.
- v. For Department Heads who are designated as Safety, the City shall provide uniforms with the estimated value of \$450 per year. Such amount shall be reported to CalPERS pursuant to the City's contract with CalPERS.

D. CalPERS Retirement for Safety Employees Hired on or after January 1, 2013

- i. The City's contract with CalPERS provides for the two point seven percent (2.7%) at age fifty-seven (57) retirement formula.
- ii. New Members retirement benefit will be based on the highest 36 consecutive months of compensation earnable.
- iii. New Members of the City's police retirement plan will pay an employee contribution to PERS at the rate of fifty percent (50%) of the total "normal cost" of the plan as defined by CalPERS. This amount may change from year to year, as determined by CalPERS. This employee contribution will be paid through a payroll deduction.

E. PARS Contribution

- i. City shall provide to miscellaneous employees Public Agency Retirement System (PARS) supplemental retirement benefits to include the three percent (3%) at age sixty (60) supplemental retirement formula and the highest consecutive twelve-month period retirement formula.
- ii. The employees' contribution to PARS shall be eight percent (8%) of the wages upon which the employee's retirement contributions are computed. The City shall pay three percent (3%) of the employee contribution, in addition to the actuarially calculated employer contribution, and the employee shall contribute the remaining five percent (5%).
- iii. City shall report to PARS as compensation earnable pursuant to California Government Code section 20636(c)(4) the City's payment of the required employee retirement contributions to PERS.
- iv. Employees hired on or after January 1, 2013, who are "new members" as defined in PEPR, including "classic" employees coming from another CalPERS jurisdiction, shall not be eligible to receive any PARS benefit.

Section X. City Rights

- A. The City has and will continue to retain, whether exercised or not, the unilateral and exclusive right operate, administer and manage its municipal services and workforce performing those services in all respects. The exclusive rights of City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of services to be offered to the public, and, through its City Manager and department directors to exercise control and discretion over its organization and operations, to establish and implement administrative regulations and employment rules and regulations consistent with law, to direct employees, to classify and reclassify positions, to take disciplinary action for just cause, to relieve employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the methods, means and numbers and kinds of personnel by which City's services are provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community.

Section XI. Severability

- A. It is understood and agreed that this Resolution is subject to all current and future applicable Federal and State laws and regulations and the current provisions of the Oxnard City Code. If any part or provision of this Resolution is in conflict or inconsistent with such applicable provisions of those Federal, State, or City enactments or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of this Resolution shall not be affected

Section XII. Conflicting Resolutions

- A. All resolutions, parts of resolutions, contracts, or City policies and procedures in conflict with this Resolution, are hereby repealed. This Resolution hereby supersedes Resolution No. 15,039 adopted by the City Council on June 27, 2017.

Section XIII. Effective Date

- A. This Resolution shall become effective upon its adoption by the City Council. This Resolution shall remain in full force and effect, unless amended, repealed or otherwise modified by the City Council.

PASSED AND ADOPTED this 19th day of November 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Tim Flynn, Mayor

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

EXHIBIT A

Executive Classifications

Assistant City Manager
Chief Financial Officer
City Manager
City Attorney
City Clerk
City Treasurer
Deputy City Manager
Cultural and Community Services Director
Community Development Director
Fire Chief
Human Resources Director
Housing Director
Information Technology Director
Police Chief
Public Works Director

Unrepresented

Assistant City Attorney
Chief Assistant City Attorney
Deputy City Attorney I/II/III



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. L.4.

DATE: November 19, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Award Solicitation PW 20-12 for Supply of Crucial Chemicals Required for Water, Water Reclamation and Wastewater Treatment. (5/5/5)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the following:

1. Purchase Orders for supply and delivery of crucial chemicals to the City of Oxnard Wastewater Treatment Plant (OWTP), Headworks Facility, Advanced Water Purification Facility (AWPF), Water Campus and Water Blending Station No. 3 for a three (3) year period; and
2. Award Purchase Orders to the following vendors for three (3) year totals:
 - a) JCI Jones Chemicals, Inc. (\$398,686.02)
 - b) Kemira Water Solutions, Inc. (\$1,449,834.75)
 - c) Olin Corporation (\$794,890.77)
 - d) Univar USA, Inc. (\$431,734.88); and
3. Allow the Purchasing Manager to approve annual unit cost adjustments that remain within the Not To Exceed Limit of all Purchase Orders combined.

BACKGROUND

The City of Oxnard utilizes three sources of water to serve its customers: groundwater from the City's wells, groundwater delivered by the United Water Conservation District (UWCD) and imported surface water delivered by Calleguas Municipal Water District (CMWD). The City owns and operates six blending stations where the Water Division blends its three sources of water. The Water Division uses the following chemicals:

- Sodium hydroxide solution for pH balance
- Sodium hypochlorite and solutions for disinfection
- Aqueous ammonia for disinfection
- Antiscalant for membrane treatment

The OWTP provides primary, and secondary treatment. Primary treatment consists of settling tanks to remove inorganic materials and heavy solid materials. Secondary treatment consists of biological treatment and settling tanks to remove soluble organics. The OWTP utilizes the following chemicals:

- Sodium hydroxide solution for odor control
- Ferric chloride to enhance primary treatment, and odor control
- Ferrous chloride for odor control along major sewer pipelines
- Sodium hypochlorite for disinfection of treated wastewater

- Sodium bisulfite to dechlorinate disinfected wastewater before discharging into the ocean outfall pipeline

The AWPf provides recycled water treatment which consists of membrane filtration and reverse osmosis followed by advanced oxidation and disinfection to remove dissolved organics, minerals, and viruses. The AWPf utilizes the following chemicals:

- Sulfuric acid solution for pH control
- Hydrogen peroxide for advanced oxidation disinfection
- Sodium hydroxide, sodium hypochlorite, sodium bisulfite, and citric acid solutions for microfiltration and reverse osmosis membrane cleaning
- Antiscalant for membrane treatment

Every three (3) Years, the Public Works Department conducts a formal solicitation for chemical products applied in the treatment of potable and non-potable water managed by the Department's Water and Wastewater divisions. With the November 14, 2019 expiration of the current contracts, the Department planned for the solicitation process to begin in spring 2019 and conclude with new purchase orders issued before the term ending of the current contracts. However, due to the size of the solicitation, encompassing both divisions, more than expected time required by staff to collect the most accurate annual chemical volumes and cost estimates, reduced staff capacity in Purchasing and a lengthy cost analysis, project milestones were delayed. Division management were directed to store enough chemical stock to cover the remainder of November and early December 2019, since purchase orders would not be ready by November 14.

This item did not go through Committee agenda procedure for this procurement. Staff began the formal request for bid process in the spring of 2019. Due to the number of divisions involved, the length of time required to collect accurate usage data, the analysis of the cost projections and the number of potential bidders, the estimated project time was delayed. Staff bid the chemicals by location, which historically has been the process, rather than by individual chemicals. In the future, staff will simplify the bidding process by separating the Water and Wastewater divisions into two separate bids and by individual chemicals required by each division.

Staff will bring the remaining non-crucial treatment chemicals to the Public Works and Transportation Committee (PWTC) for approval on December 10, 2019.

DISCUSSION

In spring 2019, the Purchasing Division on behalf of the Public Works Department solicited chemical bids for the water, wastewater and recycled water treatment. The City opened bid on September 19, 2019. Fifteen (15) vendors submitted bids on nineteen (19) chemical bid items. Subsequently, nine (9) vendors were identified as the lowest responsive and responsible bidders. Due to the high volume of bids, staff was not able to complete bid evaluation and submit purchase orders to Public Works and Transportation Committee for approval prior to the expiration of the existing purchase orders. However, there are four (4) crucial chemicals restocking every two weeks because of high usage and short storage life.

The table below lists the locations, the chemicals, the estimated costs per fiscal year and the total for three years.

LOCATION	CHEMICAL	FY 19-20 Estimated Costs	FY 20-21 Estimated Costs	FY 21-22 Estimated Costs	FY 22-23 Estimated Costs	SUB-TOTAL
Water Campus/BS3	Caustic Soda	\$63,250	\$104,362.50	\$109,580.63	\$41,839.88	\$319,033.00
Wastewater (Headworks)	Caustic Soda	\$14,375	\$23,718.75	\$24,904.69	\$9,509.06	\$72,507.50
Wastewater (Headworks)	Sodium Hypochlorite	\$1,416.64	\$2,337.45	\$2,454.32	\$937.11	\$7,145.52
Wastewater (OWTP)	Ferric Chloride	\$287,437.50	\$474,271.88	\$497,985.47	\$190,139.91	\$1,449,834.75
Water Campus/BS3	Sodium Hypochlorite	\$50,539.50	\$83,390.18	\$87,559.69	\$33,431.88	\$254,921.24
Wastewater (OWTP)	Sodium Hypochlorite	\$107,051.85	\$176,635.55	\$185,467.33	\$70,814.80	\$539,969.53

						ITEM #L-4
Water (AWPF)	Sulfuric Acid	\$61,531.25	\$101,526.56	\$106,602.89	\$40,702.92	\$310,363.63
Wastewater (OWTP)	Caustic Soda	\$24,062.50	\$39,703.13	\$41,688.29	\$15,917.34	\$121,371.25
TOTAL						\$3,075,146.42

The approval of these Purchase Orders will insure the water, wastewater and recycled water treatment facilities do not run out of crucial chemicals and is in the public interest.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

For Fiscal Year 2019-20, sufficient funding for the total projected costs exist in the Water (601-6001-843.81-06) (\$113,790) Advanced Water Purification Facility (601-6012-843.81-06) (\$61,531) and Wastewater (621-6202-843.81-06) (\$434,345) accounts. For this Fiscal Year, the estimated cost is \$609,666. The total cost for three (3) years for these crucial chemicals is \$3,075,146.42. Future balance requirements will be budgeted accordingly in fiscal years 2020-21 and 2021-22.

COMMITTEE OUTCOME

This item did not originate in committee.

Prepared by: Luis Ortega, Management Analyst

ATTACHMENTS

1. PW 20-12 Chemical Supply and Delivery_8 19 19 Final
2. Bid Tabulation - Lowest Responsive Responsible Bidders
3. Memo Crucial Chems for 11.12.19 Committee
4. PO-7476 JCI Jones
5. PO-7478 Univar USA
6. PO-7477 Olin
7. PO-7475 Kemira Water Solutions Inc.
8. Chemical PowerPoint 2019 FINAL



City of Oxnard
Request for Bid
PW 20-12

Chemical Supply & Delivery

Bid Close Date: September 19, 2019
By 2:00 p.m. PT

Purchasing Division
300 West Third Street
Oxnard, CA 93030
<https://www.oxnard.org/>
Solicitation opportunities: <https://www.oxnard.org/rfps-and-rfqs/>

PREPARATION OF BID

Proposers will be responsible to carefully examine the requirements contained herein.

Proposed Timeline

DATE	ACTIVITY
August 19, 2019	Release of Solicitation
September 12, 2019	Last day for Questions by Bidders
September 19, 2019	Submission of the Proposal is due to the City of Oxnard Purchasing Division by <u>2:00 p.m.</u>
September 23 – 27, 2019	Review of Proposals
September 30, 2019 – October 10, 2019	Agreement Development/Negotiations
November 5, 2019	City Council approval (if necessary, e.g., over \$25,000)
November 15, 2019	Contracted work begins

The above dates are tentative and are subject to change as necessary.

1.1 In addition to responding to other sections of this request for bid, **bidder shall submit Attachments A, B, and C, in its entirety, which includes the bid documents and specifications.** Failure to do so may cause rejection of the bid.

1.2 Bidder's response shall state on a point-by-point basis whether the bid is in compliance with the requirements and specifications of this request for bid. Deviations to the requirements and specifications may be considered, provided that the vendor submits full description and explanation of, and or justification for the proposed deviation supported by specifications and descriptive literature that fully describes the item(s) offered.

1.3 Bidders may reproduce Attachment A to submit alternate bids, if the City requests alternate bids.

1.4 The bid must be submitted by an authorized agent of the submitting entity.

1.5 Term of Agreement:

It is the intent of the City to issue a non-exclusive agreement for a three (3) year term with pricing locked in for each year, with the option, if agreed upon by both parties, for two (2) additional one-year periods.

Price increases must be sent to the City in advance of the year in which they are applicable. Increases should be received by the City no later than August 31 for the prices to take effect the following November. Increase notices received after August 31 may be rejected by the City. All increases will be tested against the market before acceptance.

1.6 Company Profile

This section of the bid is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

A. Business name and legal business status (i.e. partnership, corporation, etc.).

<i>BIDDER'S RESPONSE:</i>

B. Company overview and disclosure of services or activities performed, including:

- i. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of \$250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to the Elected Officials.
- ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.

- iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
- iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. **BIDDER'S RESPONSE:**

ii. **BIDDER'S RESPONSE:**

iii. **BIDDER'S RESPONSE:**

iv. **BIDDER'S RESPONSE:**

- C. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

BIDDER'S RESPONSE:

DESCRIPTION OF PRODUCT

2.0 The specifications provide for chemical supply and delivery to the Oxnard Wastewater Treatment Plant and the Water Resources Campus in the anticipated amounts as indicated.

SUPPLIER SPECIFICATIONS & GENERAL REQUIREMENTS

3.0 Delivery

- a. **Timing:** Product shall be delivered within 48 hours of agency request. All deliveries shall be made Monday through Friday between 8:00 a.m. and 2:00 p.m.
- b. **Delivery vehicles:** Shall be in good condition and operated by Supplier. Truck tractors and tank trailers shall be pneumatic-tired; conform to all applicable State and Federal regulations; and be fully equipped and maintained to safety transport and deliver specified chemical product. Tank trailers shall be specially designed to prevent leakage and resist rupture in the event of a collision, and carry all equipment necessary to respond to an accidental chemical release.
- c. **Delivery Driver:** Shall be trained and experienced in handling specified chemical product, and be specifically trained to stop chemical flow in the event of an emergency. Supplier shall provide evidence of such training and experience upon request.
- d. **Posted Speed Limits:** Shall be observed at all times while driving on agency property. Supplier shall be completely liable for any damage to property or personnel.
- e. **Delivery Equipment:** Shall include an appropriate compression unit and piping to permit safe transfer of the specified chemical product to stationary bulk containers. Hoses, fittings and appurtenant equipment shall be provided by Supplier and be free of leaks.
- f. **Unloading:** Shall be done in a safe manner by Supplier in the presence of a plant operator. Appropriate protective clothing shall be worn, and industry safety practices and procedures followed explicitly at all times.
- g. **Refusal of delivery:** City will refuse delivery of product if:
 - Product does match the specific gravity.
 - If there is debris in the sample from the delivery truck.
- h. **Pay Quantity of Bulk Product Delivered:** Shall be determined by weighing the tank trailer before and after filling at Supplier's plant on a certified truck scale. Copies of weigh master's certificates shall be provided with delivery.
- i. **Other:** Agency may require Supplier to furnish an affidavit stating product complies fully with this specification, a certified analysis of the product delivered, and/or the preventative maintenance schedule of delivery truck's unloading compressor.
- j. **Deliver to the following locations as required:**

- City of Oxnard Wastewater Treatment Plant, 6001 South Perkins Road, Oxnard, CA
- City of Oxnard Wastewater Treatment Plant Headworks Facility, 5741 South Perkins Road, Oxnard, CA
- City of Oxnard Advanced Water Purification Facility, 5700 South Perkins Road, Oxnard CA,
- City of Oxnard Water Campus, 251 South Hayes Avenue, Oxnard, CA
- City of Oxnard Blending Station No. 3, 1700 Solar Drive Oxnard, CA

4.0 Quantity

Exact quantities may vary from the estimates given, and may be increased or decreased to meet agency's requirements. No minimum is guaranteed.

5.0 Invoicing

A separate invoice shall be provided for each delivery during contract period.

6.0 Specification

Supplier shall bring apparent error or omissions to City's attention

7.0 Chemical Specification for the following locations:

Water Campus located at 251 South Hayes Avenue

Blending Station No. 3, located at 1700 Solar Drive, Oxnard, California 93030

- a. **Aqueous Ammonia 19%:** Estimated annual quantity is 24,000 gallons. Solution should be approximately 19% (NH₄OH) by weight available, suitable for potable water treatment (NSF approved).
- b. **Sodium Hydroxide (Caustic Soda) 25%:** Estimated annual quantity is 110,000 gallons. Solution should be approximately 25% (NaOH), suitable for potable water treatment (NSF approved).
- c. **Sodium Hypochlorite (Bleach) 12.5%:** Estimated annual quantity is 110,000 gallons. Solution should be approximately 12.5% by weight (NaOCl), suitable for potable water treatment (NSF approved).
- a. **Antiscalant:** Estimated Annual quantity is 7,500 gallons. The antiscalant must be effective and specially formulated for feed water with the highest levels of metal oxides, silica, and scale-forming minerals. The antiscalant must be effective over a wide range of concentrations, and will not flocculate dissolved polymers such as residual coagulants or iron or aluminum-rich silica. The antiscalant must inhibit the polymerizations of reactive silica, and disperse colloidal (non-reactive) silica.

Wastewater Treatment Plant, located at 6001 Perkins Road, Oxnard, California 93033

- a. **Ferric Chloride:** Estimated annual quantity is 315,000 gallons (825 dry tons). Solutions should be approximately 40-46% by weight suitable for water treatment. Hydrochloric Acid (HCl) content less than 0.5%. Heavy metal

- contents less than 200 ppm; Cadmium, chromium (total), cobalt, copper, lead, mercury, silver and zinc. Total metals not to exceed 1,000 ppm. Specific gravity 1.423 at 20° F; 1.501 at 4°C (40-46% by weight). Delivery by bulk tank.
- b. **Sodium Bisulfite 25%:** Estimated annual quantity is 20,000 gallons. Solution shall meet a molecular weight of 104.06, density of g/ml (60° F) – 1.17-1.20, pH of 4.5-5.5, and technical grade of solutions that shall be suitable for water treatment. Delivery by bulk tank.
 - c. **Sodium Hydroxide 25%:** Estimated annual quantity is 25,000 gallons. Sodium hydroxide shall comply with ANSI/AWWA Standard B501-98 or most current standard. Delivery by mini-bulk tank.
 - d. **Sodium Hypochlorite 12.5%:** Estimated annual quantity is 233,000 gallons. Solution should be approximately 12.5 wt% available NaOCl, suitable for water treatment. Delivery by bulk tank.
 - e. **Ferrous Chloride 32%:** Estimated annual quantity 75,000. Appearance: Clear greenish liquid Odor: Faint hydrochloric acid odor Odor Threshold: pH: <2 Melting Point/Freezing Point: N/A Initial Boiling Point/Range: 104° C (219° F) Flash Point: N/A Evaporation Rate (BuAc=1): N/A Flammability: N/A Lower/Upper Explosive Limit: N/A Vapor Pressure (mmHg): N/A Vapor Density (Air=1): N/A Specific Gravity @ 20o C: 1.18-1.42 Solubility in Water: Soluble Decomposition Temperature: N/A Density at 25o C (77o F): 9.8 -11.8 lbs/gal % Volatiles: N/A Molecular Weight: 126.75 g/mol VOC: N/A

Advanced Water Purification Facility, located at 5700 South Perkins Road, Oxnard, CA 93033.

- a. **Citric Acid 50%:** Estimated annual quantity is 15,500 gallons. The citric acid shall be commercial grade, and shall comply with ANSI/AWWA Standard B301-99, or its latest revision or addenda. Delivery by bulk tank
- b. **Hydrogen Peroxide 50%:** Estimated annual quantity is 14,500 gallons. Solution shall be suitable for water treatment. Product shall be NSF approved for drinking water applications and meet NSF/ANSI Standard 60 Drinking Water Additives – Health Effects. Delivery by bulk tank.
- c. **Sodium Bisulfite 38%:** Estimated annual quantity is 7,000 gallons. Solution shall meet a molecular weight of 104.06, density of g/ml (60° F) - 1.17-1.20, pH of 4.5-5.5, and technical grade solution that shall be suitable for water treatment. Delivery by bulk tank.
- d. **Sodium Hydroxide 25%:** Estimated annual quantity is 8,000 gallons. Solution shall be suitable for water treatment. Sodium hydroxide shall comply with ANSI/AWWA Standard B501-98 or most current standard. Delivery by bulk tank.
- e. **Sodium Hypochlorite 12.5%:** Estimated annual quantity is 10,000 gallons. Solution should be approximately 12.5wt% available NaOCl, suitable for water treatment. Delivery by bulk tank.
- f. **Sulfuric Acid 98%:** Estimated annual quantity is 55,000 gallons. Sulfuric acid shall meet the specifications of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60) Drinking Water Treatment Chemicals – Health Effects. Delivery by bulk tank.

- g. **Antiscalant:** Estimated annual quantity 8,000 gallons. Product must meet ANSI/NSF Standard 60 for production of drinking water with RO. Antiscalant shall control all scale, reactive silica, iron, and aluminum without acidification. Antiscalant shall contain no polymers or other components that may deposit on the membrane surface. Recovery range is 75% to 85%. Delivery by mini-bulk tank.

**ATTACHMENT A
BID DOCUMENTS
FOR
PW 20-12
CHEMICAL SUPPLY AND DELIVERY**

Water Campus & Blending Station No. 3				
Chemical	Approximate Annual Quantity (gallons)	Average # of Deliveries	Unit Price Per gallon	Total
Aqueous Ammonia	24,000	1 x per month	\$	\$
Sodium Hydroxide (Caustic Soda) 25%	110,000	2 x per month	\$	\$
Sodium Hypochlorite (Bleach) 12.5%	110,000	2 x per month	\$	\$
Antiscalant ("Pretreat Plus -0400 or equal)	7,500	1 x per month	\$	\$
	SUBTOTAL			\$
	7.75% CA Sales Tax			\$
	Other Costs (List)			\$
	Grand Total			\$

Wastewater Treatment Plant				
Chemical	Approximate Annual Quantity (gallons)	Average # of Deliveries	Unit Price Per gallon	Total
Ferric Chloride, 40-46%%	315,000	6 x per month	\$	\$
Sodium Hypochlorite 12.5%	233,000	4 x per month	\$	\$
Sodium Hydroxide 25%	25,000			
Sodium Bisulfite 38%	20,000	4 x per year	\$	\$
Ferrous Chloride 32%	75,000	1 x per month	\$	\$
	SUBTOTAL			\$
	7.75% CA Sales Tax			\$
	Other Costs (List)			\$
	Grand Total			\$

Wastewater Headworks Facility				
Chemical	Approximate Annual Quantity (gallons)	Average # of Deliveries	Unit Price Per gallon	Total
Sodium Hydroxide 25%	25,000	2 x per month	\$	\$
Sodium Hypochlorite, 12.5%	3,000	2 x per year	\$	\$
	SUBTOTAL			\$
	7.75% CA Sales Tax			\$
	Other Costs (List)			\$
	Grand Total			\$

Advanced Water Purification Facility (AWPF)				
Chemical	Approximate Annual Quantity (gallons)	Average # of Deliveries	Unit Price Per gallon	Total
Citric Acid, 50%	15,500	4 x per year	\$	\$
Sodium Hydroxide, 50%	4,000	1 x per year	\$	\$
Sodium Hydroxide 25%	8,000	2 x per year	\$	\$
Sodium Hypochlorite 12.5%	10,000	3 x per year	\$	\$
Sodium Bisulfite 38%	7,000	2 x per year	\$	\$
Sulfuric Acid, 98%	55,000	1 x per month	\$	\$
Antiscalant ("Pretreat Plus -0400 or equal)	8,000	4 x per year	\$	\$
Hydrogen Peroxide 50%	14,500	3 x per year	\$	\$
	SUBTOTAL			\$
	7.75% CA Sales Tax			\$
	Other Costs (List)			\$
	Grand Total			\$

The grand total is subject to verification. If any discrepancy is found, the sum of the item totals will govern.

The following addenda are acknowledged: (Enter # & date or "None" if appropriate)

No.	Date	No.	Date

() Check here if "NO Bid".

() Check here if your bid will be extended to other public agencies. Your response will in no way affect consideration of your bid.

The undersigned agrees to provide the above items and/or services to the City of Oxnard at the price quoted hereon, hold the price firm for 60 days after the designated date to receive bids, and provide the above items and/or services upon receipt of a City of Oxnard purchase order.

Bidder's Signature _____ Date _____

Printed Name & Title _____

Business Name _____

Business Address _____

Telephone No. _____ Email _____

Federal Taxpayer Identification No. _____

ATTACHMENT B
CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, _____
depose and say that I am _____
("Sole Owner", "A Partner", "President", or other proper title)
of _____
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Signature

Date

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2852

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA,
ESTABLISHING A SMALL LOCAL BUSINESS
PURCHASING PREFERENCE PROGRAM

WHEREAS, the unemployment rate in the City of Oxnard in recent years consistently has been higher than the unemployment rate of other cities in Ventura County and in the State; and

WHEREAS, the Council finds it necessary, desirable, and in the best interests of the City to establish a small business preference program in order to attract businesses to Oxnard, to retain businesses, and to increase employment and reduce competitive barriers faced by small local businesses; and

WHEREAS, the City is authorized by its municipal affairs authority and state law to establish such a program.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. In cases where the Oxnard City Code requires a written competitive bid for the purchase of goods or services, in determining the lowest responsible bidder when responsibility and quality are equal, a credit in a percentage of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" in this ordinance as follows: 5% of the amount up to \$500,000; 4% of the amount between \$500,001 and \$750,000; 3% of the amount between \$750,001 and \$1,000,000; 2% of the amount between \$1,000,001 and \$1,250,000 and 1% of the amount between \$1,250,001 and \$1,500,000. For example, if the lowest responsible bid is \$1,000,000, the preference would be \$42,500 ($\$500,000 \times .05 + \$250,000 \times .04 + \$250,000 \times .03$). The preference applies to all contracts, including contracts over \$1,500,000, but the amount of the preference is limited as provided herein, so that the maximum preference is \$50,000.

Part 2. "Small Local Business" shall mean a business entity that has for at least thirty six (36) months immediately preceding submittal of its bid held a current business license issued by the City and maintained its principal business office within the City's geographic boundaries, and has average annual gross receipts of twenty million dollars (\$20,000,000) or less over the thirty six (36) months immediately preceding submittal of its bid, and that employs fewer than one hundred (100) employees at least fifty percent (50%) of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

Part 3. As an alternative to the employment requirements described in Part 2, and only with respect to trade services or construction contracts to perform which the contractor intends to

Ordinance No. 28522

Page 2

hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid, all of whom have subcontracted with or will subcontract with the contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard. During, or within one year after performance of the contract, the City Manager or designee shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification and the contractor shall provide to the City all documents (including subcontractors' records) appropriate to perform such an audit. Should it be determined after such audit by the City Manager that the requirements of this Part 3 have not been met or should the contractor not upon request provide documents sufficient for the audit required by this Part 3 to be performed, the contractor shall be required to pay upon demand to the City the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other consequences which may be imposed upon the contractor for violation of the provisions of a City ordinance. The City Manager's determination under this Part 3 may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 4. The principal business office shall mean the place where the principal officers or owners generally transact business and the place to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business. Subject to review by the City Manager or designee, the requirements to obtain a Small Local Business preference may be established by submission with the bid of certification under penalty of perjury that the business meets such requirement, including a list showing all employee addresses and affirming that the employees have granted permission for the use of their addresses.

Part 5. The City Manager or his designee shall determine whether a business is a Small Local Business under this ordinance, including whether the principal office of the business is in the city, and whether employees are residents of the City. The City Manager's determination shall be final and not appealable under any provision of the City Code, except for the determination described in Part 3.

Part 6. The City Manager may adopt or instruct the purchasing agent to adopt such regulations, applications and forms as the City Manager determines are appropriate to implement the provisions of this ordinance.

Part 7. The provisions of this ordinance shall not apply when the Small Local Business preference described herein is contrary to or precluded by requirements of State or federal law or contrary to or precluded by requirements of a State or federal funding source or program providing assistance to the City for the particular project.

Part 8. In addition to any other consequence which may be imposed for violation of a City ordinance, the City Manager may prohibit a business entity which he determines has falsely claimed to be a Small Local Business from bidding on City contracts for a period of up to five

Ordinance No. 2852

Page 3

years. The City Manager's determination may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 9. Within fifteen days (15) after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City.

Part 10. Ordinance No. 2852 was first read on Dec. 6, 2011, and finally adopted on Dec. 13, 2011, to become effective thirty days thereafter.

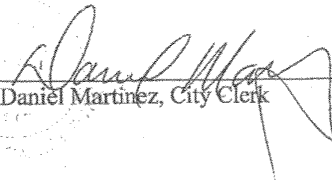
AYES: Councilmembers Holden, MacDonald, Flynn, and Ramirez.

NOES: None.

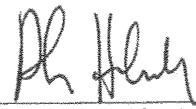
ABSENT: Mayor Pro Tem Pinkard.


Dr. Thomas E. Holden, Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Alan Holmberg, City Attorney

Attachment C

Local Business Qualification Affidavit

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars (\$20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business."

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name:

Physical Address:

Phone:

E-Mail:

Length of time at this location:

Number of Company Employees at this address:

If less than 36 months, list previous City of Oxnard location:

Business License

Hours of Operation:

Primary function of this location (i.e., sales, distribution, production, corporate, etc):

Signature of Company Official

Date

Print Name, Title

Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.

BID TABULATION - LOWEST RESPONSIVE AND RESPONSIBLE

ITEM #L-4

Inflation Factor

1.05

Approximate Annual Quantity (Gallons)	Avg. # of Deliveries per Month	Unit Price per Gallon	Annual Extended Price	Other Costs	Total Annual Costs 19/20	20/21	21/22	Total	Cost Ranking
24,000	1	\$1.9600	\$47,040.00	\$0.00	\$47,040.00	\$49,392.00	\$51,861.60	\$148,293.60	1
110,000	2	\$0.9200	\$101,200.00	\$0.00	\$101,200.00	\$106,260.00	\$111,573.00	\$319,033.00	1
20,000	4	\$0.9000	\$18,000.00	\$0.00	\$18,000.00	\$18,900.00	\$19,845.00	\$56,745.00	1
25,000	2	\$0.9200	\$23,000.00	\$0.00	\$23,000.00	\$24,150.00	\$25,357.50	\$72,507.50	1
3,000	2	\$0.7400	\$2,220.00	\$46.62	\$2,266.62	\$2,379.95	\$2,498.95	\$7,145.52	1
8,000	2	\$0.9200	\$7,360.00	\$0.00	\$7,360.00	\$7,728.00	\$8,114.40	\$23,202.40	1
10,000	3	\$0.7400	\$7,400.00	\$155.40	\$7,555.40	\$7,933.17	\$8,329.83	\$23,818.40	1
315,000	6	\$1.4600	\$459,900.00	\$0.00	\$459,900.00	\$482,895.00	\$507,039.75	\$1,449,834.75	1
7,500	1	\$7.2200	\$54,150.00	\$0.00	\$54,150.00	\$56,857.50	\$59,700.38	\$170,707.88	1
8,000	4	\$7.2200	\$57,760.00	\$0.00	\$57,760.00	\$60,648.00	\$63,680.40	\$182,088.40	1
14,500	3	\$2.5300	\$36,685.00	\$0.00	\$36,685.00	\$38,519.25	\$40,445.21	\$115,649.46	1
15,500	4	\$4.2600	\$66,030.00	\$0.00	\$66,030.00	\$69,331.50	\$72,798.08	\$208,159.58	1
110,000	2	\$0.7200	\$79,200.00	\$1,663.20	\$80,863.20	\$84,906.36	\$89,151.68	\$254,921.24	1
233,000	4	\$0.7200	\$167,760.00	\$3,522.96	\$171,282.96	\$179,847.11	\$188,839.46	\$539,969.53	1
75,000	1	\$1.4800	\$111,000.00	\$0.00	\$111,000.00	\$116,550.00	\$122,377.50	\$349,927.50	1
25,000	1	\$1.5400	\$38,500.00	\$0.00	\$38,500.00	\$40,425.00	\$42,446.25	\$121,371.25	1
4,000	1	\$2.0974	\$8,389.60	\$0.00	\$8,389.60	\$8,809.08	\$9,249.53	\$26,448.21	1
7,000	2	\$1.3500	\$9,450.00	\$0.00	\$9,450.00	\$9,922.50	\$10,418.63	\$29,791.13	1
55,000	1	\$1.7900	\$98,450.00	\$0.00	\$98,450.00	\$103,372.50	\$108,541.13	\$310,363.63	1
								\$4,409,977.96	

MEMO

Public Works Department



Administration Division

305 W. Third St.
Third Floor
Oxnard, CA 93030

November 12, 2019

TO: Public Works and Transportation Committee

VIA: Alexander Nguyen, City Manager

FROM: Rosemarie Gaglione, Public Works Director *RG*

SUBJECT: Bypassing Committee for City Council Approval of High Priority Utilities Chemicals Agenda Item

RECOMMENDATION

That the Public Works and Transportation Committee (PWTC) would approve placing the purchase of crucial wastewater, water and recycled water treatment chemicals on the City Council agenda on November 19, 2019. Staff will bring the remaining non-crucial treatment chemicals to the PWTC for approval on December 12, 2019.

BACKGROUND

The City of Oxnard utilizes three sources of water to serve its customers: groundwater from the City's wells, groundwater delivered by the United Water Conservation District (UWCD), and imported surface water delivered by Calleguas Municipal Water District (CMWD). The City owns and operates six blending stations where the Water Division blends its three sources of water. The Water Division uses the following chemicals:

- Sodium Hydroxide solution for pH balance
- Sodium Hypochlorite and solutions for disinfection
- Aqueous Ammonia for disinfection
- Antiscalant for membrane treatment

The Oxnard Wastewater Treatment Plant (OWTP) provides primary and secondary treatment. Primary treatment consists of settling tanks to remove inorganic materials and heavy solid materials. Secondary treatment consists of biological treatment and settling tanks to remove soluble organics. The OWTP utilizes the following chemicals:

- Sodium Hydroxide solution for odor control
- Ferric Chloride to enhance primary treatment, and odor control
- Ferrous Chloride for odor control along major sewer pipelines
- Sodium Hypochlorite for disinfection of treated wastewater
- Sodium Bisulfite to dechlorinate disinfected wastewater before discharging into the ocean outfall pipeline

The Advanced Water Purification Facility (AWPF) provides recycled water treatment which consists of membrane filtration and reverse osmosis followed by advanced oxidation and disinfection to remove dissolved organics, minerals, and viruses. The AWPF utilizes the following chemicals:

- Sulfuric Acid solution for pH control
- Hydrogen Peroxide for advanced oxidation disinfection
- Sodium Hydroxide, Sodium Hypochlorite, Sodium Bisulfite, and Citric Acid solutions for microfiltration and reverse osmosis membrane cleaning
- Antiscalant for membrane treatment

Every three (3) Years, the Public Works Department conducts a formal solicitation for chemical products applied in the treatment of potable and non-potable water managed by the Department's Water and Wastewater divisions. In view of the November 14, 2019 expiration of the current contracts, the Department planned for the solicitation process to begin in spring 2019 and conclude with new purchase orders issued before the term ending of the current contracts. However, due to the size of the solicitation, encompassing both divisions, more than expected time required by staff to collect the most accurate annual chemical volumes and cost estimates, reduced staff capacity in Purchasing and a lengthy cost analysis, project milestones were delayed. Division management were directed to store enough chemical stock to cover the remainder of November and early December 2019, since purchase orders would not be ready by November 14.

DISCUSSION

In spring 2019, the Public Works Department solicited chemical bids for the water, wastewater and recycled water treatment. The City opened bid on September 19, 2019. Fifteen (15) vendors submitted bids on nineteen (19) chemical bid items. Subsequently, nine (9) vendors were identified as the lowest responsive and responsible bidders. Due to the high volume of bids, staff was not able to complete bid evaluation and submit purchase orders to PWTC and City Council for approval prior to the expiration of the existing purchase orders. However, there are four (4) crucial chemicals restocking every two weeks because of high usage and short storage lives.

The table below lists these chemicals and their treatment locations.

LOCATION	CHEMICALS
Oxnard Wastewater Treatment Plant and Headworks	Caustic Soda, Sodium Hypochlorite, Ferric Chloride
Advanced Water Purification Facility	Sulfuric Acid
Water Campus	Caustic Soda, Sodium Hypochlorite

Therefore, staff is recommending these crucial chemicals be placed on the November 19, 2019 City Council agenda. These will insure the water, wastewater, and recycled water treatment facilities do not run out of subject crucial chemicals. The remaining non-crucial chemicals will be on the PWTC agenda on December 12, 2019.

FINANCIAL IMPACT

For Fiscal Year 2019-20, sufficient funding for the projected costs exist in the Water (601-6001-843.81-06), Advanced Water Purification Facility (601-6012-843.81-06) and Wastewater (621-6202-843.81-06) accounts. The total estimated cost for three (3) years for these crucial chemicals is \$3,075,146.41. For this Fiscal Year, the cost is \$975,462.78. Public Works will request funding for Fiscal Years 20-21 and 21-22 at the time of annual budget preparation and approval.



PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

ITEM #L-4

**PURCHASE
ORDER NO.
007476**

DATE: 11/5/2019

VENDOR PHONE: (800)562-7920

VENDOR FAX: (310)523-2944

VENDOR #: 2645

VENDOR ADDRESS: JCI JONES CHEMICALS INC
MSC# 729
PO BOX 830674
BIRMINGHAM, AL 35283-0674

SHIP TO: VARIOUS LOCATIONS
VARIOUS LOCATIONS
SEE DESCRIPTION
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
12/10/2022		0000004706	10/31/2019	C.A. EVANES	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		LISA BOERNER	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

CHANGE ORDER

1	CAUSTIC SODA FOR THE WATER CAMPUS & BS				
	63,250.00 /			1.0000	63,250.00
	DL				
2	CAUSTIC SODA & SODIUM HYPOCHLORITE TO THE				
	15,792.00 / OWTP			1.0000	15,792.00
	DL				

COUNCIL APPROVAL 12/10/19 EXPIRES 12/10/22
NOT TO EXCEED (NTE) \$398,686.02
NTE FY 19/20 \$126,466.62
NTE FY 20/21 \$132,789.95
NTE FY 21/22 \$139,429.45
REQUEST FOR BID # 20-12

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

ITEM #L-4

**PURCHASE
ORDER NO.
007476**

DATE: 11/5/2019

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VENDOR FAX: (310)523-2944

VENDOR #: 2645

VENDOR ADDRESS: JCI JONES CHEMICALS INC
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PO BOX 830674
BIRMINGHAM, AL 35283-0674

SHIP TO: VARIOUS LOCATIONS
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OXNARD, CA 93030

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12/10/2022		0000004706	10/31/2019	C.A. EVANES	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		LISA BOERNER	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

TOTAL PURCHASE AMOUNT

\$79,042.00

**In order to receive payment, email all invoices to:
invoices@oxnard.org**

**In the subject line, reference the Purchase
Order number above.**

AUTHORIZED SIGNATURE. _____

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
007476**

DATE: 11/5/2019

VENDOR PHONE: (800)562-7920

VENDOR FAX: (310)523-2944

VENDOR #: 2645

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SHIP TO: VARIOUS LOCATIONS
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SEE DESCRIPTION
OXNARD, CA 93030

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DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
12/10/2022		0000004706	10/31/2019	C.A. EVANES	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		LISA BOERNER	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

Account	Project	Amount
60160018438106		63,250.00
62162028438106		15,792.00

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
 - ii. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
 - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
 - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.



PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

ITEM #L-4

**PURCHASE
ORDER NO.
007478**

DATE: 11/5/2019

VENDOR PHONE: (323)727-7005

VENDOR FAX: () -

VENDOR #: 14098

VENDOR ADDRESS: UNIVAR USA INC.
17425 NE UNION HILL ROAD
REDMOND, WA 98052

SHIP TO: VARIOUS LOCATIONS
VARIOUS LOCATIONS
SEE DESCRIPTION
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
12/10/2022		0000004708	10/31/2019		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		LISA BOERNER	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	SUPPLY/DELIVER SULFURIC ACID TO THE AWPF	1.0000	61,531.00
	61,531.00 / DL		

2	SUPPLY/DELIVERY CAUSTIC SODA TO THE WWTP	1.0000	24,063.00
	24,063.00 / DL		

COUNCIL APPROVAL 12/10/19 EXPIRES 12/10/22
NOT TO EXCEED (NTE) \$431,734.88
NTE FY 19/20 \$136,950
NTE FY 20/21 \$143,797.50
NTE FY 21/22 \$150,987.38
REQUEST FOR BID #20-12

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

ITEM #L-4

**PURCHASE
ORDER NO.
007478**

DATE: 11/5/2019

VENDOR PHONE: (323)727-7005

VENDOR FAX: () -

VENDOR #: 14098

VENDOR ADDRESS: UNIVAR USA INC.
 17425 NE UNION HILL ROAD
 REDMOND, WA 98052

SHIP TO: VARIOUS LOCATIONS
 VARIOUS LOCATIONS
 SEE DESCRIPTION
 OXNARD, CA 93030

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DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
12/10/2022		0000004708	10/31/2019		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		LISA BOERNER	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

TOTAL PURCHASE AMOUNT

\$85,594.00

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
 Order number above.

AUTHORIZED SIGNATURE. _____

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

ITEM #L-4

**PURCHASE
ORDER NO.
007478**

DATE: 11/5/2019

VENDOR PHONE: (323)727-7005

VENDOR FAX: () -

VENDOR #: 14098

VENDOR ADDRESS: UNIVAR USA INC.
 17425 NE UNION HILL ROAD
 REDMOND, WA 98052

SHIP TO: VARIOUS LOCATIONS
 VARIOUS LOCATIONS
 SEE DESCRIPTION
 OXNARD, CA 93030

*Our P.O. # **MUST** Appear on **ALL** Invoices, Packages and Correspondence*

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
12/10/2022		0000004708	10/31/2019		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		LISA BOERNER	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

Account	Project	Amount
60160128438106		61,531.00
62162028438106		24,063.00

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PURCHASE ORDERS
TERMS AND CONDITIONS

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3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
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5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
 - ii. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
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16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

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 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

ITEM #L-4

**PURCHASE
ORDER NO.
007477**

DATE: 11/5/2019

VENDOR PHONE: (209)835-5424

VENDOR FAX: (209)835-9760

VENDOR #: 16283

VENDOR ADDRESS: OLIN CHLOR-ALKALI PRODUCTS
26700 S. BANTA ROAD
TRACY, CA 95376

SHIP TO: VARIOUS LOCATIONS
VARIOUS LOCATIONS
SEE DESCRIPTION
OXNARD, CA 93030

*Our P.O. # **MUST** Appear on **ALL** Invoices, Packages and Correspondence*

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
12/10/2022		0000004707	10/31/2019	BRET JONES - CUSTOMER SER	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		LISA BOERNER	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

TOTAL PURCHASE AMOUNT

\$157,592.00

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
Order number above.

AUTHORIZED SIGNATURE. _____

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
007477**

DATE: 11/5/2019

VENDOR PHONE: (209)835-5424

VENDOR FAX: (209)835-9760

VENDOR #: 16283

VENDOR ADDRESS: OLIN CHLOR-ALKALI PRODUCTS
26700 S. BANTA ROAD
TRACY, CA 95376

SHIP TO: VARIOUS LOCATIONS
VARIOUS LOCATIONS
SEE DESCRIPTION
OXNARD, CA 93030

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DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
12/10/2022		0000004707	10/31/2019	BRET JONES - CUSTOMER SER	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		LISA BOERNER	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

Account	Project	Amount
60160018438106		50,540.00
62162028438106		107,052.00

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PURCHASE ORDERS
TERMS AND CONDITIONS

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5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
 - ii. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
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11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
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15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

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 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.



PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

ITEM #L-4

**PURCHASE
ORDER NO.
007475**

DATE: 11/5/2019

VENDOR PHONE: (863)533-5990

VENDOR FAX: (863)533-7077

VENDOR #: 14565

VENDOR ADDRESS: KEMIRA WATER SOLUTIONS, INC. **SHIP TO:** WASTEWATER TREATMENT PLT
MAIL CODE 5581 6001 S. PERKINS ROAD
P.O. BOX 71209 OXNARD, CA 93033
CHARLOTTE, NC 28272-1209

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
12/10/2022		0000004705	10/31/2019		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		LISA BOERNER	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

CHANGE ORDER

1	FERRIC CHLORIDE FOR THE OWTP	
287,438.00		1.0000 287,438.00
/ DL		

COUNCIL APPROVAL 12/10/19 EXPIRES 12/10/22
NOT TO EXCEED (NTE) \$1,449,834.75
NTE FY 19/20 \$459,900
NTE FY 20/21 \$482,895
NTE FY 21/22 \$507,039.75
REQUEST FOR BID 20-12

TOTAL PURCHASE AMOUNT	\$287,438.00
------------------------------	---------------------

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
Order number above.

AUTHORIZED SIGNATURE. _____

ee to the attached terms and conditions of the City of Oxnard

Page 1 of 4

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
007475**

VENDOR ADDRESS:	KEMIRA WATER SOLUTIONS, INC.	SHIP TO:	WASTEWATER TREATMENT PLT
	MAIL CODE 5581		6001 S. PERKINS ROAD
	P.O. BOX 71209		OXNARD, CA 93033
	CHARLOTTE, NC 28272-1209		

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
12/10/2022		0000004705	10/31/2019		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		LISA BOERNER	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

356

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
007475**

VENDOR ADDRESS:	KEMIRA WATER SOLUTIONS, INC.	SHIP TO:	WASTEWATER TREATMENT PLT
	MAIL CODE 5581		6001 S. PERKINS ROAD
	P.O. BOX 71209		OXNARD, CA 93033
	CHARLOTTE, NC 28272-1209		

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
12/10/2022		0000004705	10/31/2019		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		LISA BOERNER	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

Account	Project	Amount
62162028438106		287,438.00

357

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Supply and Delivery of Crucial Chemicals to Water, Wastewater & Recycled Water Facilities

City Council
November 19, 2019



RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the following:

1. Purchase Orders listed for supply and delivery crucial chemicals to the City of Oxnard Wastewater Treatment Plant (OWTP), Headworks Facility, Advanced Water Purification Facility (AWPF), Water Campus, and Blending Station No. 3 for a three (3) year period; and
2. Allow the Purchasing Manager to approve annual unit cost adjustments that remain within the Not To Exceed limit of all Purchase Orders combined.

BACKGROUND- WATER

The Drinking Water facilities use the following chemicals for treatment:

- Sodium hydroxide - pH control
- Sodium hypochlorite - disinfection
- Aqueous ammonia - disinfection
- Antiscalant - membrane cleaning



3

BACKGROUND - WASTEWATER

The Wastewater Division uses the following chemicals to treat wastewater:

- Sodium hydroxide - odor control, scrubber treatment, and hydrogen sulfide gas removal
- Ferric chloride - enhance primary treatment, reduce odors
- Ferrous chloride - odor mitigation along major sewer pipelines
- Sodium hypochlorite - disinfection of treated wastewater
- Sodium bisulfite - dechlorinate disinfected wastewater before discharging to ocean



4

BACKGROUND - RECYCLED WATER

The Advanced Water Purification Facility (AWPF) uses the following chemicals for treatment:

- Sulfuric acid - pH control
- Hydrogen peroxide - advanced oxidation disinfection
- Sodium hydroxide - microfiltration/reverse osmosis
- Sodium hypochlorite - microfiltration/reverse osmosis
- Sodium bisulfite - microfiltration/reverse osmosis
- Citric acid - microfiltration/reverse osmosis
- Antiscalant - reverse osmosis membranes



5

DISCUSSION

- Crucial chemicals not presented to Public Works & Transportation Committee (PWTC):
 - ✓ Existing agreements expire on November 14, 2019
 - ✓ Number of various chemicals and concentrations, as well as number of divisions made bid complex
 - ✓ Data collection
 - ✓ Future chemical usage projection
 - ✓ Bid verification (chemical concentrations)
 - ✓ Future bids will be segregated for simplicity
- Non-crucial chemicals to PWTC on December 10, 2019

6

DISCUSSION

- A Request for Bid was released for chemical supply & delivery on August 19, 2019
- A total of 11 crucial and non-crucial chemicals and 19 bid items were included in the bid package
- A total of 15 bids were received on September 19, 2019
- Bids were reviewed September 23-30, 2019
- 4 crucial & 5 non-crucial chemical vendors were identified as submitting the lowest bid for each of the 19 bid items

7

BID RESULTS

Water

Chemical	Current Price (\$/gal)	Air Gas (\$/gal)	Argo (\$/gal)	Avista (\$/gal)	JCI (\$/gal)	King Lee (\$/gal)	Miles Chem (\$/gal)	North Star (\$/gal)	Olin (\$/gal)	Univar (\$/gal)
Sodium Hydroxide	\$1.10		\$0.995		\$0.92			\$1.16		\$0.9573
Sodium Hypochlorite	\$0.95				\$0.74				\$0.72	

8

BID RESULTS

Wastewater

Chemical	Current Price (\$/gal)	Argo (\$/gal)	Hasa (\$/gal)	JCI (\$/gal)	Kemira (\$/gal)	North Star (\$/gal)	Olin (\$/gal)	Penco (\$/gal)	PVS (\$/gal)	Univar (\$/gal)
Ferric Chloride (OWTP)	\$0.81				\$1.46			\$1.49	\$1.77	
Sodium Hypochlorite (OWTP)	\$0.82		\$0.795	\$0.74		\$1.80	\$0.72			
Sodium Hydroxide (OWTP)	\$2.08	\$1.988				\$1.87				\$1.54
Sodium Hydroxide (Headworks)	\$2.08	\$1.988		\$0.92		\$1.87				\$1.54
Sodium Hypochlorite (Headworks)	\$0.82		\$0.795	\$0.74		\$1.80	\$0.89			\$1.461

9

BID RESULTS

Recycled Water

Chemical	Current Price (\$/gal)	Argo (\$/gal)	Avista (\$/gal)	Hasa (\$/gal)	JCI (\$/gal)	King Lee (\$/gal)	Miles (\$/gal)	North Star (\$/gal)	Univar (\$/gal)	USP (\$/gal)
Sulfuric Acid	\$1.79	\$1.97							\$1.790	

10

DISCUSSION

- New purchase orders will expire in November 2022
- Table of estimated projected costs (per Fiscal Year and 3 Yr. Total):

LOCATION	CHEMICAL	FY 19-20 Estimated Costs	FY 20-21 Estimated Costs	FY 21-22 Estimated Costs	FY 22-23 Estimated Costs	SUB-TOTAL
Water Campus/BS3	Caustic Soda	\$63,250	\$104,362.50	\$109,580.63	\$41,839.88	\$319,033.00
Wastewater (Headworks)	Caustic Soda	\$14,375	\$23,718.75	\$24,904.69	\$9,509.06	\$72,507.50
Wastewater (Headworks)	Sodium Hypochlorite	\$1,416.64	\$2,337.45	\$2,454.32	\$937.11	\$7,145.52
Wastewater (OWTP)	Ferric Chloride	\$287,437.50	\$474,271.88	\$497,985.47	\$190,139.91	\$1,449,834.75
Water Campus/BS3	Sodium Hypochlorite	\$50,539.50	\$83,390.18	\$87,559.69	\$33,431.88	\$254,921.24
Wastewater (OWTP)	Sodium Hypochlorite	\$107,051.85	\$176,635.55	\$185,467.33	\$70,814.80	\$539,969.53
Water (AWPF)	Sulfuric Acid	\$61,531.25	\$101,526.56	\$106,602.89	\$40,702.92	\$310,363.63
Wastewater (OWTP)	Caustic Soda	\$24,062.50	\$39,703.13	\$41,688.29	\$15,917.34	\$121,371.25
					Total	\$3,075,146.42

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FINANCIAL IMPACT

- Sufficient funding in Accounts: 601-6001-843.81-06 (Water), 601-6012-843.81-06 (AWPF), 621-6202-843.81-06 (Wastewater)
- Three (3) year cost for crucial chemicals: not to exceed \$3,075,146.42
- Fiscal year (FY19-20) costs: \$609,664.24

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