

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. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are 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 27, 2018
Regular Meeting - 6:00 PM
Appointment Item - 5:00 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

B. APPOINTMENT ITEM (5:00 PM)

Finance Department

1. SUBJECT: Report on Corrective Action Plan Update (10/15/5)

RECOMMENDATION: That the City Council receive and file an update on the City's adopted Corrective Action Plan (CAP), which concerns the 135 audit findings. That list includes 111 findings documented in the Fiscal 2014-15 Single Audit.

Legislative Body: CC

Contact: Dave Millican

Phone: (805) 385-

7461

C. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

D. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating December 1, 2018 as "World AIDS Day."
2. SUBJECT: Special Guest from the North Pole.

E. 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

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City of Oxnard internet address: www.oxnard.org.

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.

F. 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.

G. 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.

H. 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.

I. 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.

J. INFORMATION CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the November 13, 2018 Regular Meeting as presented.

Legislative Body: CC

Contact: Michelle Ascencion

Phone: (805) 385-

7805

Development Services Department

2. SUBJECT: Budget Appropriation for Oxnard Transit Center Operations and Bus Stops.

RECOMMENDATION: That City Council approve a budget appropriation totaling \$109,598, which includes the appropriation of:

1. \$37,500 in General Fund 101 for bus shelter and bus bench maintenance;
2. \$30,000 in Air Pollution Buydown Fee (APBD) Fund 118 for the purchase of new bus benches; and
3. \$42,098 in Transportation Development Act (TDA) Fund 213, which includes reallocating appropriated funds and adding new funds for the purpose of carpet replacement and building and grounds maintenance at the Oxnard Transit Center (OTC).

Legislative Body: CC
7882

Contact: Ashley Golden

Phone: (805) 385-

Public Works Department

3. SUBJECT: Ratify the First Amendment to Security Contract for Water and Wastewater Facilities

RECOMMENDATION: That City Council ratify the First Amendment to Agreement No. A-7985 providing for security at the Advanced Water Purification Facility (AWPF) and the Oxnard Wastewater Treatment Plant (OWTP) and increasing the amount of the Agreement from \$450,000 to \$600,000.

Legislative Body: CC
8055

Contact: Rosemarie Gaglione

Phone: (805) 385-

4. SUBJECT: Caltrans Sustainable Transportation Planning Grant Program Application.

RECOMMENDATION: That City Council adopt a resolution authorizing the City Manager to submit an application for an amount not to exceed \$450,000 in California Department of Transportation Sustainable Transportation Planning Grant Program funds, to be used for multimodal transportation and land use planning that furthers sustainable community strategies and contributes to the State's greenhouse gas reduction targets.

Legislative Body: CC
8055

Contact: Rosemarie Gaglione

Phone: (805) 385-

K. PUBLIC HEARINGS

Police Department

1. SUBJECT: Urgency Ordinance-Moratorium on Firearms Retailers (10/10/10)

RECOMMENDATION: That City Council adopt an interim land use ordinance pursuant to Government Code Section 65858 imposing a temporary moratorium for 45 days, subject to extensions, on the establishment of new retail uses selling firearms and ammunition to allow the City to study this land use and make recommendations to the Planning Commission and City Council.

Legislative Body: CC
7624

Contact: Scott Whitney

Phone: (805) 385-

Development Services Department

2. **SUBJECT:** Planning and Zoning Permit No. 17-300-08 (Tentative Subdivision Map for Tract No. 6004), for the Undeveloped Property Between Town Center Drive and North Ventura Road, Within the RiverPark Specific Plan Area. Filed by Ann Walsh, 2751 Park View Court, Suite 261 Oxnard, CA 93036 (5/5/10)

RECOMMENDATION: That the City Council adopt a resolution approving Planning and Zoning Permit No. 17-300-08 (Tentative Subdivision Map for Tract No. 6004), subject to certain findings and conditions.

Legislative Body: CC
7882

Contact: Ashley Golden

Phone: (805) 385-

L. REPORTSEconomic Development Department

1. **SUBJECT:** Property Assessed Clean Energy ("PACE") Programs in Oxnard. (5/5/10)

RECOMMENDATION: That the City Council:

1. Adopt a resolution entitled "A Resolution Authorizing the City of Oxnard to join the Figtree PACE Program; authorizing the California Enterprise Development Authority to conduct contractual assessment proceedings and levy contractual assessments within the territory of the City of Oxnard; and authorizing related actions;"

2. Adopt a resolution entitled "A Resolution of the City Council of the City of Oxnard consenting to the inclusion of properties within the territory of the City in the California Municipal Finance Authority Open PACE Programs; authorizing the California Municipal Finance Authority to accept applications from property owners, conduct contractual assessment proceedings and levy contractual assessments within the territory of the City; and authorizing related actions;" and

3. Adopt a resolution entitled "A Resolution of the City Council of the City of Oxnard consenting to the inclusion of properties within the territory of the City into the CSCDA Open PACE programs and authorize the California Statewide Communities Development Authority to accept applications from property owners, conduct contractual assessment proceedings, and levy contractual assessments within the territory of the City; and authorizing related actions."

Legislative Body: CC
7882

Contact: Ashley Golden

Phone: (805) 385-

M. ADJOURNMENT



**CITY COUNCIL
AGENDA REPORT**

**TYPE OF ITEM: Appointment
Item**

AGENDA ITEM NO.: 1

DATE: November 27, 2018

TO: City Council

FROM: Dave Millican
Interim Chief Financial Officer

SUBJECT: Report on Corrective Action Plan Update (10/15/5)

CONTACT: Dave Millican, Interim Chief Financial Officer
David.Millican@oxnard.org, (805) 385-7461

RECOMMENDATION:

That the City Council receive and file an update on the City's adopted Corrective Action Plan (CAP), which concerns the 135 audit findings. That list includes 111 findings documented in the Fiscal 2014-15 Single Audit.

BACKGROUND

The City's annual audit for FY 2014-15 produced 111 Single Audit findings. These findings were focused on internal control affecting financial reporting and compliance with federal grant requirements. During the FY 2015-16 audit, there were an additional 5 audit findings. Lastly, for FY 2016-17, an additional 19 audit findings occurred, of these 8 were repeat findings from FY's 2014-15 and 2015-16 audits. At this point work on 6 findings has not been started and the remaining findings are either completed or in progress as discussed below.

Federal regulations required the City to produce a Corrective Action Plan, or CAP for the findings. This plan was included with the FY 2016-17 Single Audit Report and included all 135 findings and the steps and timeline on when they would be corrected. In March 2018, the CAP was finalized and submitted to the State Controller's Office. That filing met the requirements established by the federal Office of Management and Budget (OMB).

The Corrective Action Plan was reviewed by the Fiscal Policy Task Force (FPTF) on June 13, 2018 and by the City Council on July 10, 2018.

Report on Corrective Action Plan Update (10/15/5)

November 27, 2018

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Since that time, the Finance department has been working on the CAP including writing new or updated policies and procedures and training Finance staff and other outside departments in areas such as Purchasing, Grant Management, Capital Assets, General Ledger and Reporting. A consulting report with policies implementing the internal control framework recommended by the State Controller's Office (SCO) and OMB was prepared.

On October 11, 2018, the Mayor Pro Tem, City Manager and Assistant Chief Financial Officer made a visit to the SCO with Edie and Payne's Partner In-Charge, where they met with the SCO Assistant Division Chief, two of the Bureau Chiefs and an Audit Manager.

The meeting included a brief introduction, followed by a discussion about the transition in leadership for the City Council and City Manager, the status of the Corrective Action Plan and an update on the Organizational Assessment's 128 Recommendations by Management Partners (in 2015), the significant studies that have been completed, the City Manager's focus on rebuilding, recovering and reconnecting closing comments by the Mayor Pro Tem.

A letter from the SCO, dated October 19, 2018, was sent to the City Manager with a positive message that the SCO will be able to "reduce its oversight and monitoring responsibilities" once the CAP is complete. The organization continues to implement the Organization Assessment policies. Those policies focus on operational and compliance controls and include improved performance in asset planning and management, assessment district administration, budgeting and update of development impact fees and cost allocation processes.

As of October 27, 2018, the auditors have updated the status of the 135 audit findings to show: 1) 45 of the audit findings complete, 2) 41 of the audit findings need to be tested by the auditors (policies and procedures have been approved and training has been provided), 3) 14 of the audit findings show policies and procedures are in draft, which mainly include the audit findings related to the Internal Control Integrated Framework policy, 4) 29 of the audit findings are in progress and 5) 6 of the audit findings have not been started.

FINANCIAL IMPACT

There is no financial impact with this item. Continued implementation of findings and recommendations is expected to result in more efficient and effective city services.

Prepared by David Millican, Interim Chief Financial Officer.

Update on Corrective Action Plan for 135 Audit Findings

November 27, 2018

Deanne Purcell, Assistant CFO



It is with great pleasure that we give the City Council this positive update.



Agenda

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State Controller's Office Meeting October 11, 2018

Donald N. Ecker, Eden C. Casareno, Carmen Ramirez,
Alexander Nguyen, Deanne Purcell, Jim L. Spano, Efren
Loste, Joel James, Kirk Ochoa

STATE CONTROLLER'S OFFICE/CITY OF OXNARD
3301 C STREET, SUITE 715-A, SACRAMENTO, CA 95816
OCTOBER 11, 2018

MEETING AGENDA

INTRODUCTION	Eden, Carmen, and Alex
SECTION 1:	
TRANSITION IN LEADERSHIP (PHASE 2)	Alex
SECTION 2:	
CORRECTIVE ACTION PLAN (CAP) STATUS	Eden and Deanne
SECTION 3:	
ORGANIZATION ASSESSMENT UPDATE	Alex
SECTION 4:	
SIGNIFICANT STUDIES COMPLETED	Alex, Deanne, and Eden
SECTION 5:	
REBUILDING, RECOVERING, RECONNECTING	Alex
CLOSING COMMENTS	Carmen

Letter From SCO



BETTY T. YEE
California State Controller

October 19, 2018

Alexander Nguyen, City Manager
City of Oxnard
300 West Third Street, 4th Floor
Oxnard, CA 93030

SUBJECT: October 11, 2018 Meeting with the City of Oxnard

Dear Mr. Nguyen,

It was a pleasure meeting with representatives from the City of Oxnard and independent auditor at our office in Sacramento on October 11, 2018. We appreciate that you and your team took time to prepare a detailed summary report about the City's transition and corrective action plans.

City of Oxnard Closing Comments

“The City is committed to improving its image, internal control, and working relationships with its citizens. The City Council has faith in the new City Manager, and will support his efforts to restore the City’s image. The City Manager is aware of the challenges that he faces, and will focus on doing the right thing for his constituents.”

State Controller's Office Closing Comments

“It appears that the City of Oxnard is using its best efforts to make improvements, and recognizes that it will take time, possibly years, to restore what has been lost in prior administrations. The City acknowledges that the problems did not occur in a single year, and the City is not looking for a quick fix to resolve its problems. Having a plan, and sticking to that plan, is a good approach. The City’s success implementing corrective actions and resolving the findings identified in the audit reports will allow the SCO to reduce its oversight and monitoring responsibilities, once these actions are complete.”

Jim Spano
Assistant Chief
SCO

Status of CAP

***STATUS LEGEND**

Complete – Auditors have tested and determined that the CAP for finding has been implemented

To Be Tested – Policies and Procedures (P&P) have been approved, training has been provided as of 9-24-18 and the finding is ready to be tested by auditors during single audit

P&P Draft – P&P have been drafted but not approved, training has not been provided

In Progress – Staff has put into practice or have taken actions towards implementation, but no P&P or training

Not Started – Staff has not put into practice, implemented or provided training

Status of CAP

STATUS OF 135 FINDINGS AS OF 10/27/18

STATUS*	Material Weakness	Significant Deficiency	Non-Compliance	Best Practice	TOTAL
COMPLETE	29	12	2	2	45
TO BE TESTED	10	22	4	5	41
PP DRAFT	12	1	0	1	14
IN PROGRESS	16	9	1	3	29
NOT STARTED	1	4	0	1	6
TOTAL	68	48	7	12	135

Other Positive Progress

- Finance Department is fully staffed (with exception of CFO)
- Hiring of new CFO by January 2019
- CAFR Audit and Single Audit are expected to be completed on time
- Nearing decision on new ERP system
- Bond refunding



Oxnard, CA Wastewater Revenue Bond Ratings Raised To 'A-' On Reduced Risk

Primary Credit Analyst:

Malcolm N D'Silva, Centennial + 1 (303) 721 4526; malcolm.dsilva@spglobal.com

Secondary Contact:

Tim Tung, San Francisco + 1 (415) 371 5041; tim.tung@spglobal.com

CENTENNIAL (S&P Global Ratings) Nov. 5, 2018--S&P Global Ratings raised its long-term rating and underlying rating (SPUR) by two notches to 'A-' from 'BBB' on Oxnard Financing Authority, Calif.'s existing wastewater revenue bonds, issued for the city of Oxnard. At the same time, we assigned our 'A-' long-term rating to the city's series 2018 wastewater revenue refunding bonds. The outlook is stable.

The rating reflects, in our opinion, the combination of a very strong enterprise risk profile and an adequate financial risk profile.



Questions



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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: November 27, 2018

TO: City Council

FROM: Michelle Ascencion
City Clerk

SUBJECT: Approval of Minutes.

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

RECOMMENDATION:

That the City Council approve the minutes of the November 13, 2018 Regular Meeting as presented.

STRATEGIC PRIORITIES:

This agenda item is a routine operational item that does not directly 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.

Prepared by Michelle Ascencion, City Clerk

ATTACHMENTS:

Minutes 11.13.2018 CC,SA regular meeting

MINUTES
 OXNARD CITY COUNCIL
 Regular Meeting
 November 13, 2018

A. ROLL CALL/POSTING OF AGENDA

At 5:02 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council (concurrently with the Oxnard Community Development Successor Agency) in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Bryan A. MacDonald, Oscar Madrigal, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present; Councilmember Bert Perello was absent (arrived at 5:07 p.m.).

Staff members present were Alexander Nguyen, City Manager; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ashley Golden, Interim Assistant City Manager; Steve Naveau, Human Resources Director; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS (None)

C. CLOSED SESSION

Mayor Flynn read the following closed session statement:

“The City Council will recess to a closed session pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, to decide whether to initiate litigation in one potential case. The City Council will also recess to a closed session, pursuant to Government Code section 54957.6(a), to review the status of labor negotiations and to review its available funds and funding priorities for the purpose of providing instructions to the City’s negotiators regarding the organizations specified in Item C-2 of the meeting agenda.”

At 5:03 p.m., the City Council recessed to a closed session. At 6:09 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Darwin Base, Fire Chief; Scott Whitney, Police Chief; Thien Ng, Assistant Public Works Director; Adam Smith, Economic Development Project Manager; Sandra Burkhart, Special Districts Manager; Kenneth Rozell, Assistant City Attorney; and Rosemarie Gaglione, Public Works Director.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Councilmember Perello requested that item K-4 be heard ahead of item K-2.

Public comments were received from Woodrow Thomas Sr. (corrections on the City's response to his summons), Al Reeves (tree debris falling in the Imperial Oxnard neighborhood), "Jeremy" (tree debris falling in the Imperial Oxnard neighborhood), Walter Hagedohm (complimented Heritage Square and other Oxnard businesses), Ray Blattel (seeking responses to questions about wastewater facility maintenance), Jackie Tedeschi (recent General Election, appreciation for firefighters, importance of citywide representation), Lance Ralston (recent General Election, simplifying permit process), Lauraine Effress (recent General Election, communications during emergencies), Bill Clark (condition of Channel Islands Harbor seawalls), Pat Brown (recent General Election, providing hospitality to visiting firefighters), Tom Shideler (condition of Channel Islands Harbor seawalls), and Debbie Mitchell (funding for seawall repairs).

F. REPORT OF CITY MANAGER

The Police Chief gave a brief report of Police Department personnel's assistance during the recent Borderline Bar & Grill incident and the Woolsey/Hill wildfires, and announced a memorial service for slain Sheriff Sgt. Ron Helus. The Fire Chief gave a brief report of the Fire Department's contribution to battling the Woolsey/Hill wildfires.

G. CITY COUNCIL REPORTS

Councilmember Madrigal commented on recent Dia de los Muertos events, the Borderline Bar & Grill shooting, and the Woolsey/Hill wildfires in the Conejo Valley

Mayor Pro Tem Ramirez commented on the wildfires and climate change, gun violence and assistance for veterans, communications during emergencies and emergency preparedness, and the recent passing of Ventura County Airports Director Todd McNamee.

Councilman MacDonald acknowledged first responders and the military, expressed condolences to wildfire victims, and encouraged the community to continue providing assistance to those displaced by the fire.

Councilmember Perello commented on the recent election, the recent wildfires, support for families affected by the Borderline Bar & Grill shooting, communications during emergencies, and the importance of participating in elections.

Mayor Flynn expressed condolences on the recent passing of Todd McNamee, commended the firefighters battling the wildfires, and urged the community to continue to pull together.

H. REVIEW OF INFORMATION/CONSENT AGENDA

Item J-3 was discussed among the Council and staff.

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Lauraine Effress, Pat Brown, Audrey Keller, Werner Keller, Debbie Mitchell, Alicia Percell, Jackie Tedeschi, and Woodrow Thomas Sr.

J. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the October 23, 2018 Regular Meeting as presented.

City Manager Department

2. SUBJECT: Adoption of Sunshine Ordinance.
RECOMMENDATION: That City Council adopt **Ordinance No. 2948** adding Article IV to Chapter 2 of the City Code to establish local standards to ensure public access to open meetings (a Sunshine Ordinance).
3. SUBJECT: Adoption of City Council Committee Structure Ordinance.
RECOMMENDATION: That City Council adopt **Ordinance No. 2949** amending Chapter 2, Article I, Section 2-1 and adding Section 2-1.1 to the City Code regarding the regular City Council meeting schedule and establishing City Council committees.

Fire Department

4. SUBJECT: Appropriation for FEMA Grant.
RECOMMENDATION: That City Council approve a budget appropriation to recognize the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant FY 17 and matching funds in the total amount of \$43,650 for the purpose of Swiftwater Rescue Training.

Police Department

5. SUBJECT: Agreement for Background Investigative Services.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute a First Amendment to Agreement No. 7705-16-PO with Sintra Group in the amount of \$100,000 to increase the amount to a total of \$340,000 for background investigative services.

Public Works Department

6. SUBJECT: First Amendment to Agreement A-8005 for On-Call Engineering Services.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute the First Amendment to Agreement No. A-8005 with MV Engineering, LLC to increase the agreement in an amount of \$200,000 for a total not-to-exceed amount of \$450,000.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilman MacDonald, to approve the Information/Consent items as presented. VOTE: Flynn, MacDonald, Madrigal, and Ramirez voted in favor; Perello voted against item J-3. The motion carried 4-1 on item J-3, and 5-0 on the remaining items.

K. REPORTSEconomic Development Department

1. SUBJECT: Camino Del Sol Senior Apartments Affordable Housing Payment.
RECOMMENDATION: 1. That the Community Development Commission Successor Agency **Resolution No. 33** entitled “Resolution of the Board of Directors of the Oxnard Community Development Commission Successor Agency, Approving, and Recommending to its Oversight Board Approval of, (1) the Transfer of a Housing Asset to the City of Oxnard, in its Capacity as the Successor Housing Entity to the Oxnard Community Development Commission, Pursuant to the Provisions of the Dissolution Law, and (2) Related Actions to Effectuate the Transfer of the Housing Asset;” and
2. That the City Council adopt **Resolution No. 15,178** entitled “Resolution of the City Council of the City of Oxnard, California, in its Capacity as the Successor Housing Entity to the Oxnard Community Development Commission, Approving (1) the Acceptance of a Housing Asset from the Oxnard Community Development Commission Successor Agency, Pursuant to the Provisions of the Dissolution Law, and (2) Related Actions to Effectuate the Acceptance of the Housing Asset.”

The Economic Development Project Manager gave a report. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

(Item K-4 was moved ahead of item K-2.)

Public Works Department

4. SUBJECT: Approval of First Amendment to Agreement for Ongoing Water Quality Sampling, a Nutrient Study, and a Long-Term Water Quality Plan at the Channel Islands Harbor.
RECOMMENDATION: That the City Council:
 1. Approve and authorize the Mayor to execute the First Amendment to Agreement No. A-8093 with Aquatic Bioassay & Consulting Laboratories, Inc. in the amount of \$306,045 for ongoing services relating to the Channel Islands Harbor water quality issue; and
 2. Authorize a budget appropriation totaling \$315,806, as follows - General Fund (\$27,500), Waterways Zone 1 (\$153,200), Waterways Zone 2 (\$25,069), Seabridge CFD (\$36,913) and Westport CFD (\$36,211) - to fund the First Amendment to Agreement No. A-8093 and transferring funds from Project Z43801 – Seabridge Waterways TR5266 into Fund 173 (\$36,913).

The City Manager, Special Districts Manager, Assistant City Attorney, and Public Works Director gave reports. Public comments were received from Meggie Hawthorne, Carol Taylor, Mike deMartino, Mike Schultz, Rocco Belmonte, Bill Clark, Tom Shideler, Debbie Mitchell, Audrey Keller, Werner Keller, Chuck Carter, Patricia Young, Robert Chatenever, Woodrow Thomas Sr., Alicia Percell, and Pat Brown. Written communications were received from Audrey Martinez-Keller. Discussion ensued among the Council and staff.

It was moved by Mayor Flynn, seconded by Councilman MacDonald, to approve the recommended action with an amendment to use Measure O money as the funding source, and with direction to staff to make a determination about other funding sources at a later time and work towards a “one harbor, one water” solution. (Councilmember Perello made a substitute motion to amend the Measure O funding amount to 50%, which died for the lack of a second.) VOTE: Flynn, MacDonald, and Ramirez voted in favor; Madrigal and Perello voted against. The motion carried 3-2.

(The meeting took a brief recess from 9:21 to 9:27 p.m.)

Fire Department

2. SUBJECT: Oxnard Fire Department Advanced Life Support Services.
RECOMMENDATION: That City Council adopt **Resolution No. 15,179** approving a paramedic differential for those Firefighters who are assigned to work as paramedics in the Advanced Life Support Program.

The Fire Chief gave a report. Public comments were received from Jackie Tedeschi. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve the recommended action as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

Public Works Department

3. SUBJECT: Award Agreement for Biosolids Disposal.
RECOMMENDATION: That the City Council award and authorize the Mayor to execute Agreement Number A-8103 with Holloway Environmental Solutions LLC in the amount of \$3,900,000 for a three-year period for biosolids disposal services.

The Assistant Public Works Director gave a report. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 9:40 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent
AGENDA ITEM NO.: 2

DATE: November 27, 2018

TO: City Council

FROM: Ashley Golden
Development Services Director

SUBJECT: Budget Appropriation for Oxnard Transit Center Operations and Bus Stops.

CONTACT: Ashley Golden, Development Services Director
Ashley.Golden@oxnard.org, (805) 385-7882

RECOMMENDATION:

That City Council approve a budget appropriation totaling \$109,598, which includes the appropriation of:

1. \$37,500 in General Fund 101 for bus shelter and bus bench maintenance;
2. \$30,000 in Air Pollution Buydown Fee (APBD) Fund 118 for the purchase of new bus benches; and
3. \$42,098 in Transportation Development Act (TDA) Fund 213, which includes reallocating appropriated funds and adding new funds for the purpose of carpet replacement and building and grounds maintenance at the Oxnard Transit Center (OTC).

BACKGROUND

The State Legislature adopted the Transportation Development Act in 1972, creating a Local Transportation Fund (LTF) in each county for transportation purposes. The City receives a share of the ¼ cent general sales tax collected statewide through a formula established in the TDA. The primary purpose of TDA is for transit services. Before the TDA was amended by the California Legislature, TDA funds were also available for streets and roads improvements after all unmet transit needs were satisfied. Gold Coast Transit District became the administrator for all TDA funds when it formed its district in 2013. All TDA funds in Ventura County are used solely for public transit, by law.

The Oxnard Transit Center (OTC) operating budget includes funding for bus stop maintenance from the TDA claim filed by the City annually with the Gold Coast Transit District. The City

Budget Appropriation OTC and Bus Stops

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also receives revenue annually from Clear Channel Outdoor for advertising at bus shelters with advertising panels (Agreement No. A-5339). In Fiscal Year 2018-19, the revenue is programmed to maintain the bus shelters that do not include advertising panels throughout the City.

The requested budget appropriation reorganizes the way funding is allocated for bus stop and bus shelter maintenance, and new bus stop related purchases. The annual revenue from the advertising is used by City Corps to maintain the bus benches, stops, and shelters that do not have advertising panels. The Air Pollution Buy-Down Fund (APBD) will be used to purchase the new bus benches at bus stops throughout the city. The APBD is used to support the City's efforts to reduce air pollution by facilitating improvements to the transit system and encouraging drivers to try other transportation instead of their cars. The APBD is funded through environmental impact fees and follows the guidelines from the Ventura County Air Pollution Control District for off-site transportation demand management (TDM).

In addition, the budget appropriation will add TDA funding for new carpeting within the OTC, and funds to provide OTC building and grounds maintenance by city staff for one year. The appropriations for the bus benches and carpeting will be spent by June 30, 2019. The OTC receives revenue from building tenants as rent and utility payments in addition to the TDA annual claim to the Gold Coast Transit District.

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 City will receive estimated revenue of \$37,500 from bus shelter advertising in FY 2019. This revenue will be recognized and appropriated to General Fund Transit Services (Acct. No. 101-3101-803-8451- Services from Other Programs) for bus shelter and bus bench maintenance.

Air Pollution Buydown Fee (APBD) Fund 118, in the amount of \$30,000, will be appropriated to Acct. No. 118-3101-803-8134 for the purchase of new bus benches throughout the City. The estimated preliminary unaudited FY19 fund balance, including this requested appropriation, is \$1.76 million.

TDA funds will be appropriated and reallocated within the OTC operations program budget (Fund 213) to increase the amount available, by \$109,000 for "OTC Services from Other Programs" (Acct. No. 213-3110-803-8451), for building and grounds maintenance at the OTC and to reduce the amount by \$66,902 for "Services—Other Prof./Contract" (Acct. No. 213-3110-803-8209) to better reflect anticipated expenses. The estimated preliminary unaudited FY19 fund balance, including this requested appropriation, is \$0.48 million.

Prepared by Cynthia Daniels, Project Manager

Budget Appropriation OTC and Bus Stops
November 27, 2018
Page 3

ATTACHMENTS:

Attachment 1 Budget Appropriation OTC & Bus Stops

REQUEST FOR BUDGET APPROPRIATION

Department: Development Services
Project/Program
Manager: Cynthia Daniels

Date: November 17, 2018
Phone: 385-7871

Reason for Appropriation:

Appropriate estimated FY 19 advertising General Fund revenue and appropriate funds which will be used for bus shelter and bus bench maintenance. Appropriate and reallocate funding from TDA Fund 213 for carpet replacement and for building and grounds maintenance performed by City staff at the OTC for one year. Appropriate funding from the Air Pollution Buydown Fee Fund 118 for the purchase of new bus benches.

Accounts and Descriptions

AMOUNT

Fund: 101 - General Fund

Revenues/Transfers In

Transportation - Transit Services

101-3101-581.75-23	MISCELLANEOUS REVENUES	37,500
	Sub-total Revenues	37,500

Expenditures/Transfers Out

Transportation - Transit Services

101-3101-803.84-51	SERVICES FROM OTHER PROG	37,500
	Sub-total Expenditures	37,500

Net Change to Fund Balance 0

Fund: 213 - TDA/LTF4-TRANS. FUND-99400c

Expenditures/Transfers Out

Transportation - OTC Operations

213-3110-803.82-09	SVCS-OTHER PROF/CONTRACT	(66,902)
213-3110-803.84-51	SERVICES FROM OTHER PROG	109,000
	Sub-total Expenditures	42,098

Net Change to Fund Balance (42,098)

Fund: 118 - Air Pollution Buydown Fee

Expenditures/Transfers Out

Transportation - Transit Services

118-3101-803.81-34	MINOR EQUIP-SHOP & FIELD	30,000
	Sub-total Expenditures	30,000

Net Change to Fund Balance (30,000)

Net Appropriation Change 109,598

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Rev _____

REQUIRES CITY COUNCIL AUTHORIZATION

Packet Pg. 16



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: November 27, 2018

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: Ratify the First Amendment to Security Contract for Water and Wastewater Facilities

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That City Council ratify the First Amendment to Agreement No. A-7985 providing for security at the Advanced Water Purification Facility (AWPF) and the Oxnard Wastewater Treatment Plant (OWTP) and increasing the amount of the Agreement from \$450,000 to \$600,000.

BACKGROUND

Since July 2017, Professional Security Consultants (PSC) has been providing facility security for the Del Norte Regional Recycling and Transfer Station, ensuring a physical presence during non-operating hours. Award of Agreement A-7985 was based on a request for proposal (RFP) in which nine (9) firms submitted responses. City staff determined that PSC offered the best value for the City.

In recent months, the Oxnard Wastewater Treatment Plant (OWTP) has had two (2) after-hours illegal entries, resulting in property loss and damage. The value of property damage and theft this fiscal year is approximately \$20,000. Since the PSC agreement is currently in force, staff concluded that the best way to expedite security services for both the Advanced Water Purification Facility (AWPF) and OWTP was to amend the scope of services in the existing agreement to include PSC patrol staff and a vehicle to cover the large perimeter of the two facilities.

Ratify the First Amendment to Security Contract for Water and Wastewater Facilities

November 27, 2018

Page 2

In view of the seriousness of the break-ins, staff executed the amendment through City Code Section 4-75, which provides the City Manager and the most senior available member of the City Council the authority to sign this First Amendment, subject to the ratification by City Council following the amendment's execution. Pursuant to Section 4-75, if the Council does not decide to ratify this agreement, the authority to perform work under this First Amendment will automatically terminate.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The cost of the amendment in the amount of \$150,000 will be funded by the Water Operations Accounts (12%) and the Wastewater Operations Accounts (88%). There is sufficient funding in the FY 2018-19 Operating Budget to pay for the services.

Prepared by Burris DeBenning, Management Analyst II

ATTACHMENTS:

Attachment A - First Amendment

Attachment B - Agreement A-7985

Agreement No. A-7985

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2018 by and between the City of Oxnard, a municipal corporation ("City") and Professional Security Consultants ("Vendor"). This First Amendment amends the Agreement entered into on July 18, 2017, by City and Vendor.

WHEREAS, there have been two illegal entries into the Oxnard Wastewater Treatment Plant, resulting in loss of property and concern for employee safety;

WHEREAS, the City Agreement Number A-7985 with Professional Security Consultants for after-hours, weekend/holiday security services exists;

WHEREAS, the Purchasing Agent has determined there is an immediate need for security services at the Oxnard Wastewater Treatment Facility and the Advanced Water Purification Facility; and

WHEREAS, City Code Section 4-75 provides the City Manager and the most senior available member of the City Council signatory authority, subject to ratification by the City Council, upon such finding of immediate need.

NOW, THEREFORE, the City and Vendor agree as follows:

1. In Sections 1 and 2 of the Agreement, "Exhibit A" is deleted and replaced with "Exhibits A and A-1".
2. In Section 4 of the Agreement, the first sentence is deleted in its entirety and replaced with:

"City shall pay Vendor an amount not to exceed \$450,000 for the Services performed as described in Exhibit A during the term of this Agreement at the rates set for in Exhibit B-1, attached hereto and included herein by reference. City shall pay Vendor an amount not to exceed \$150,000 for the Services performed as described in Exhibit A-1 during the term of this Agreement at the rates set forth in Exhibit B-1. Services performed under Exhibit A shall be billed separately from Services performed under Exhibit A-1."
3. Pursuant to Section 4-75 of the City of Oxnard City Code, the authority to perform work under this Amendment will automatically terminate on the date that ratification is denied, if it is.
4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

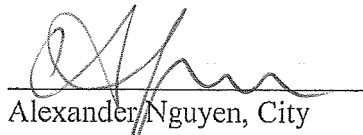
IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

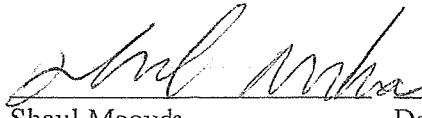
CITY OF OXNARD

PROFESSIONAL SECURITY
CONSULTANTS


 Tim Flynn, Mayor 10/25/18
 Date


 Moshe Alon, President 10/16/18
 Date

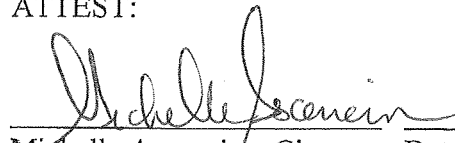

 Alexander Nguyen, City
 Manager 10/26/2018
 Date


 Shaul Maouda,
 Senior Vice President 10/16/18
 Date

RATIFIED:

 Tim Flynn, Mayor Date

ATTEST:


 Michelle Ascencion, City
 Clerk (only if Mayor signs) 10/26/18
 Date

APPROVED AS TO FORM:

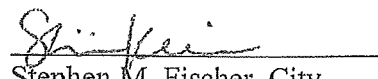

 Stephen M. Fischer, City
 Attorney (always required) 10/15/18
 Date

EXHIBIT A-1

SCOPE OF SERVICES

Vendor shall provide to the City the following security services for the Oxnard Wastewater Treatment Plant (OWTP), Headworks Facility and Advanced Water Purification Facility (AWPF) located at 6001 S. Perkins Road, 5741 S. Perkins Road and 5700 S. Perkins Road, respectively. Figure 1 shows an aerial photograph of the three facilities.

Security Patrols

Vendor shall provide roving security patrol of the three (3) facilities throughout the hours noted below. Security patrols shall ensure all facilities are secure through physical inspection of facility gates and building doors. Primary responsibility is to ensure that all persons on any of the three sites are duly authorized. Security personnel shall make contact with any unknown individuals on the sites to determine proper authorization and purpose for access to facility. All areas within the fence line shall be monitored on a continuous basis for unauthorized intruders. Security personnel will not be required to enter buildings. Vendor shall immediately notify wastewater staff and City of Oxnard police of any unauthorized activities or emergencies.

The OWTP is staffed continuously, 24 hours per day, 365 days per year. Therefore, security personnel shall check in with OWTP staff upon arrival at the facility and check out at the end of each shift. Daily logs shall be submitted at the end of every shift.

The City will provide the security person with a communication device, list of personnel on site, site access controls, restroom facilities and any other relevant information at the start of each day.

The OWTP, Headworks and AWPF are working facilities with tanks, pumps and other potentially dangerous equipment. Vendor is not to enter any building, tank or other facility without prior written authorization or escort from OWTP staff.

After-Hours Security

Security hours are as follows:

Monday through Sunday (12 hours)

6:00 p.m. – 6:00 a.m.

Vendor shall provide a qualified security person and appropriately marked security vehicle during the hours of operation for the purpose of physically monitoring activity throughout the three sites noted above.

Vendor Responsibilities

1. Vendor shall maintain a daily log noting any events, observations or unauthorized entry on the facility grounds.

2. Vendor must be a licensed private patrol operator with the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
3. Each security officer and supervisor assigned to this project must possess a valid and permanent California Department of Consumer Affairs, Bureau of Security and Investigative Security Services security guard registration while on the job site.
4. Each security officer and supervisor assigned to this project must be able to speak, read and write English.
5. Vendor employees assigned to this project may be required to submit a Live Scan and criminal history check performed by the Oxnard Police Department at the City's expense with or without notice.
6. City reserves the right to reject Vendor employees from this project with or without cause.

Agreement No. A-7985

**AGREEMENT FOR TRADE SERVICES
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/16)**

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, this 18th day of July, 2017, by and between the City of Oxnard ("City") and Professional Security Consultants ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide security services as set forth in **Exhibit A**, attached hereto and included herein by reference (the "**Services**"), for the Environmental Resources Division facility at Del Norte Regional Recycling and Transfer Station, 111 South Del Norte Boulevard, Oxnard, California 93030.

2. Vendor shall provide the Services during the term of this Agreement to the following schedules set forth in Exhibit A. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on July 1, 2017, and shall end on June 30, 2020. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for the Services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. City shall pay Vendor an amount not to exceed \$450,000 for the Services performed during the term of this Agreement at the rates set forth in **Exhibit B**, attached hereto and included herein by reference. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors 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 Vendor, its employees, subcontractors, agents and sub-vendors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as **Exhibit C**. Until June 30, 2017, Vendor shall pay such employee no less than \$15.14 per hour for each hour that such employee provides services under this Agreement; thereafter, Vendor shall pay such employee no less than \$15.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1,

COUNCIL APPROVED	
7/18/2017	MA-10
DATE	

Agreement No. A-7985

2018, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

6. a. To the fullest extent permitted by law, Vendor 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, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. 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. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Vendor's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Vendor 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 Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that

Agreement No. A-7985

liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by the Indemnified Party shall not affect, relieve or reduce Vendor'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.

7. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the work is being performed.

8. a. Vendor shall obtain and maintain during the performance of the Services under this Agreement the insurance coverages specified in **Exhibit INS-A**, attached hereto and incorporated herein by reference, 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 coverages.

b. Vendor shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-A**.

c. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered a material breach of this Agreement.

9. In performing the Services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

10. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

11. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

12. This Agreement may be amended only by a written document signed by both City and Vendor.

Agreement No. A-7985

13. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard – Environmental Resources Division, 111 South Del Norte Boulevard, Oxnard, California 93031 Attention: Todd Vasquez-Housley, Project Manager. Any notices to Vendor may be delivered personally or by mail addressed to: Professional Security Consultants, 11454 San Vicente Boulevard, Los Angeles, California 90049 Attention: Juan Zuniga, Project Manager.

14. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

15. Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all the Services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor 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.

16. 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.

[Signatures on next page]

Agreement No. A-7985

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

Tim Flynn
Tim Flynn, Mayor

7/18/17
Date

VENDOR

Moshe Alon
Moshe Alon, President

6/26/2017
Date

ATTEST:

Michelle Ascencion
Michelle Ascencion, City Clerk

7/18/17
Date

Shaul Maouda
Shaul Maouda,
Senior Vice President

6-26-17
Date

APPROVED AS TO FORM:

Stephen M. Fischer
Stephen M. Fischer, City Attorney

7/5/17
Date

APPROVED AS TO CONTENT:

Daniel Rydberg
Daniel Rydberg,
Public Works Director

For D.R. 7-6-17
Date

Todd Vasquez-Housley
Todd Vasquez-Housley,
Project Manager

6-27-17
Date

Ruth Osuna
Ruth Osuna,
Assistant City Manager

7/18/17
Date

APPROVED AS TO AMOUNT:

Greg Nyhoff
Greg Nyhoff, City Manager

7-19-17
Date

APPROVED AS TO INSURANCE:

Mike More
Mike More, Risk Manager

7/18/17
Date

EXHIBIT A SCOPE OF SERVICES

Vendor shall provide to City the following security services for the Del Norte Regional Recycling and Transfer Station, also known as the Materials Recovery Facility (MRF), which is located at 111 Del Norte Boulevard:

Security Patrols

Vendor security patrols will include visual inspections of the MRF to include physical inspections of all gates and doors of each facility and on-site vehicles to verify secure status. Make contact with individuals on property after hours to determine reason for access to facility. Vendor shall perform regular visual inspection of the MRF, including parking lots, recyclables storage areas, supply storage areas, container storage and staging areas. Vendor shall notify designated City staff of any unauthorized activities and police in the event of an emergency.

Regularly enter MRF facility to inspect piles of solid waste, recyclables and green waste for signs of spontaneous combustion. Contact emergency services as needed.

After-Hours Security

Security hours are as follows:

Monday through Friday (13.5 hours)

12:00 a.m. – 5:00 a.m.

4:30 p.m. – 11:59 p.m.

Saturday (17 hours)

12:00 a.m. – 5:00 a.m.

12:00 p.m. – 11:59 p.m.

Sunday and Holidays (24 hours)

12:00 a.m. – 11:59 p.m.

Vendor shall provide security services to the entire MRF, to include physical monitoring of the facility and monitoring of security cameras, vehicles, and equipment. Vendor shall notify designated City staff of any unauthorized activities and police in the event of an emergency.

Vendor Responsibilities:

1. Vendor shall maintain a daily post log noting exceptional events and observations and provide copies to City.
2. Vendor must be a licensed private patrol operator with the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
3. Each security officer and supervisor assigned to this project must possess a valid and permanent California Department of Consumer Affairs, Bureau of Security and Investigative Security Services security guard registration while on the job site.
4. Each security officer and supervisor assigned to this project must be able to speak, read and write in English.
5. Vendor employees assigned to this project may be required to submit a Live Scan and criminal history check performed by the Oxnard Police Department at the City's expense with or without notice.
6. City reserves the right to reject Vendor employees from this project with or without cause.

Regulations:

Vendor shall comply with the following private patrol operator regulations:

Badges/Insignia

The Environmental Resources Division Manager or designee may prescribe the size, shape, and inscription upon the badge or insignia to be worn by a patrol person. The design of the badge or insignia shall not be an imitation of, resemble, or may readily be mistaken as a badge or insignia of local, county, state, or federal law enforcement officers. The badge or insignia must comply with the provisions of the California Business and Professions Code.

Uniforms

- (a) No patrol person shall wear or be required to wear any uniform that imitates, resembles, or may readily be mistaken for the uniform of local, county, state, or federal law enforcement officers. Uniforms must comply with the provisions of the California Business and Professions Code.
- (b) No patrol person shall wear or be required to wear a uniform shirt that is similar to, or may be mistaken for the uniform shirt of local, county, state, or federal law enforcement agency. Shirt colors specifically prohibited are black, dark blue, navy blue, French blue, khaki (yellowish-brown), or a similar color or hue.
- (c) When a patrol person wears any type of clothing or covering over an authorized uniform shirt, the outermost garment will be marked with a patch on at least one shoulder that reads "private security" and will include the name of the private patrol company by which the person is employed, or which the person represents. A badge or cloth patch will be affixed on the upper left breast of the uniform and shall have clearly visible the words "PRIVATE SECURITY".

Vehicles

- (a) Private patrol operators shall be prohibited from using any vehicle that imitates, resembles, or may be readily mistaken for the vehicles used by any local, county, state, or federal official

public law enforcement agency. No vehicle used by a private patrol service shall be equipped with a red light or siren.

(b) The Private Patrol Operator license number, prefaced with the letters "PPO", will be permanently affixed to the rear of each vehicle used for patrol services by a private patrol operator.

(c) Any vehicle used for private patrol use must be marked permanently with the words "Private Security" or "Security Patrol" on the rear and both sides of the vehicle.

(d) Any required vehicle lettering pursuant to this section shall:

1. Consist of a standard sans-serif font with characters no smaller than two inches in height.
2. The lettering must be in a high contrast color with the background color where affixed.

Reports of Violations of Laws:

No patrol person shall perform, or be required to perform, official police or investigation activities but shall make a report to the Police Department of any felonies, high-grade misdemeanors or violations of federal law which come to his or her attention. High grade misdemeanors include petty theft, violations of dangerous weapons control laws, traffic manslaughter, indecent exposure, child molesting, contributing to the delinquency of a minor, lewd conduct, and all other misdemeanor sex offenses. Such report may be made by telephone or in person visit to the watch commander or other person charged with the duty of receiving reports of law violations.

**EXHIBIT B
SCHEDULE OF FEES**

ITEM NO.	CITY SECURITY GUARD SERVICES	Cost Per Hour
1	Security Patrol Services, per Patrol Unit (1 guard)	\$ 24.62
2	Guard Services, per Patrol Unit (1 guard)	\$ 24.62
3	Holiday Weekend Guard Services, per Patrol Unit (1 guard)	\$ 36.93
4	Additional security guard personnel	\$ 24.62

EXHIBIT C**LIVING WAGE POLICY**

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1**Living Wage Policy**

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit A. Until June 30, 2017, Vendor shall pay such employee no less than \$15.14 per hour for each hour that such employee provides services under this Agreement; thereafter, Vendor shall pay such employee no less than \$15.51 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2017**

17. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. Until June 30, 2017, Vendor shall pay such employee no less than **\$15.14 per hour** for each hour that such employee provides services under this Agreement; thereafter, Vendor shall pay such employee no less than **\$15.51 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2018, and each July 1 thereafter, according to the percentage change in the Consumer Price Index,** all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.

Exhibit INS-A

**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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ 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 ☒ 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 1. 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			

INS-A.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to	
NAMED INSURED		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 ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS	
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____	
\$ _____ per accident, for bodily injury and property damage.			
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, volunteers and employees 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.			
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.			
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.			
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.			
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.			
SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).			
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		AUTHORIZED REPRESENTATIVE	
CITY OF OXNARD Attn: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard, CA 93030		☐ 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 _____	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2017

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

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

PRODUCER Bolton & Company 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107 www.boltonco.com 0008309	CONTACT NAME: PHONE (A/C, No. Ext): (626) 799-7000 FAX (A/C, No): (626) 583-2117 E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance Company	18058	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Philadelphia Indemnity Insurance Company	18058														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 36197527

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Incl Prof. Liab & Terrorism ☒ \$50,000 Retention GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☒		PHPK1568088	10/22/2016	10/22/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			PHUB560998	10/22/2016	10/22/2017	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

GL Blanket Additional Insured applies per PIGLDSG1013 attached, only if required by written contract.
 GL Primary Wording applies per PIGL0050712 attached. Cancellation Clause applies per IL02700912 attached. 'Re: Operations of the Named Insured.
 Additional Insured(s): City of Oxnard, its City Council, Officers, Employees, Agents and Volunteers.

CERTIFICATE HOLDER**CANCELLATION**

City of Oxnard
 Attn: Risk Manager
 300 W. Third Street 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

Cheryl Feia

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
SECURITY SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for these extensions are provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$1,000,000	2
Watercraft	Used in Security Services only	2
Medical Payments	\$20,000	2
Medical Payments – Extended Reporting Period	3 years	2
Supplementary Payments – Bail Bonds	\$2,500	3
Supplementary Payments – Loss of Earnings	\$500 per day	3
Employee Indemnification Defense Coverage for Employees	\$15,000	3
Additional Insured – Broadened Named Insured	Included	3
Additional Insured – Managers and Supervisors	Included	3
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	3
Additional Insured – Lessors of Leased Equipment – Automatic Status When Required in Lease Agreement With You	Included	4
Additional Insured – Grantors of Permits	Included	4
Additional Insured – Blanket Additional Insureds by Contract	Included	4
Limited Rental Lease Agreement Contractual Liability	\$50,000	5
Transfer of Rights of Recovery Against Others To Us	Clarification	5
Duties in the Event of Occurrence, Offense, Claim or Suit	Included	5
Unintentional Failure to Disclose Hazards	Included	6
Liberalization	Included	6
Bodily Injury – Mental Anguish	Included	6
Assault and Battery Coverage with Extended Property Damage	Included	6
Errors and Omissions Coverage	Included	7
Incidental Medical Malpractice	Included	9

A. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word fire is changed to fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in:
 - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**;
 - b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6.; and
 - c. **SECTION V – DEFINITIONS**, Paragraph 9.a.
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words fire insurance are changed to insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance**, Paragraph b. **Excess Insurance**.
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
 - a. \$1,000,000; or
 - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

B. Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph g. **Aircraft, Auto Or Watercraft** does not apply to security services performed on or about watercraft.

C. Medical Payments – Limit Increased, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. Under **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, Paragraph a., Item (b) is amended to read:

provided that:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

D. Supplementary Payments

In the **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** provision, Items **1.b.** and **1.d.** are amended as follows:

1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

E. Employee Indemnification Defense Coverage

In the **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** provision, the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$15,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

F. Who is an Insured

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is changed to read:
 - a. Coverage under this provision is afforded until the end of the policy period;
2. Each of the following is also an insured:
 - a. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
 - b. **Managers and Supervisors** – If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.
 - c. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- d. **Lessors of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- e. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- f. **Blanket Additional Insureds by Contract** – Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
- (2) "Bodily injury" or "property damage" occurring after:
- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

G. Limited Rental Lease Agreement Contractual Liability

The following is added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph b. **Contractual Liability**:

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000.

This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

H. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer of Rights of Recovery Against Others To Us**:

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

I. Duties in the Event of Occurrence, Offense, Claim or Suit

1. When you report an "occurrence" (coverage for which is provided by this policy) to your compensation insurance carrier, and this "occurrence" later develops into a liability claim, failure to report such "occurrence" to us at the time of such "occurrence" shall not be deemed in violation of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit**.

This is upon the distinct understanding and agreement however, that you, the insured, as soon as made aware that this particular "occurrence" is a liability case, rather than a compensation case shall give us notification immediately.

2. The requirement in Condition 2.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:

- a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An "executive officer" or insurance manager, if you are a corporation.
3. The requirement in Condition 2.b. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
- a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An "executive officer" or insurance manager, if you are a corporation.

J. Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance upon your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

K. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

L. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. is changed to read:

"Bodily injury":

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

M. Assault and Battery with Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph a. is deleted in its entirety and replaced by the following:

- a. **Expected or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.
This exclusion does not apply to:

- (1) "Bodily injury" or "property damage" resulting from the use of physical force to protect persons or property; or
- (2) Allegations of vicarious liability on the part of a Named Insured arising solely from the acts of your "employees." However, acts of your "employees" shall not include theft.

N. Errors and Omissions Coverage

1. **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended by adding the following:

ERRORS AND OMISSIONS

This insurance applies to negligent acts, errors or omissions committed by you relating to your services described in the Declarations.

2. **SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** is amended by adding the following:

ERRORS AND OMISSIONS

The insurance that applies to "personal injury" includes negligent acts, errors or omissions committed by you relating to your services described in the Declarations.

3. **SECTION I – COVERAGES** is amended by adding the following:

COVERAGE D – ERRORS AND OMISSIONS LIABILITY

a. Insuring Agreement

- (1) We will pay those sums that the insured becomes legally obligated to pay as damages because of errors or omissions committed by you relating to your services described in the Declarations. However, we will have no duty to defend the insured against any "suit" seeking damages for errors or omissions committed by the insured to which the insurance does not apply. We will have the right and duty to defend any "suit" seeking those damages. We may, at our discretion, investigate any claim or "suit" that may result. But:
 - (a) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
 - (b) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B, or D, or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B, AND D**.

- (2) This insurance applies only if the error or omission occurs during the policy period.

b. Exclusions

This insurance does not apply to:

- (1) "Bodily injury" or "property damage";
 - (2) "Personal and advertising injury";
 - (3) Intentional injury, nor injury arising out of willful violation of a penal statute or ordinance, committed by or with the knowledge or consent of the insured;
 - (4) Any claim seeking relief or redress in any form other than monetary damages;
 - (5) Any claim arising out of any insured's activities, or as a fiduciary, under the Employment Retirement Income Security Act of 1974, any amendments or any regulation or order issued thereto;
 - (6) Any claim arising from warranties or guarantees made by any insured;
 - (7) Liability assumed by the insured under any contract or agreement. This exclusion does not apply to liability for damages:
 - (a) That the insured would have in the absence of the contract or agreement; or
 - (b) Assumed in a contract or agreement that is an insured contract;
 - (8) Liability arising from any fraudulent, dishonest, or criminal act of any insured;
 - (9) Liability arising from a claim made by a parent or subsidiary organization of the insured or another subsidiary organization of such parent or other subsidiary, nor any officer, director or "employee" of any of the above; and
 - (10) Any claim alleging, arising out of, resulting from, based upon or in consequence of, directly or indirectly, any employment practices or any discrimination against any person or entity on any basis; additionally, any actual or alleged violation of the Fair Labor Standards Act or any similar law or regulation applicable to the payment of wages or overtime.
 - (11) Liability arising directly or indirectly out of any action, error or omission that violates or is alleged to violate:
 - (a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - (b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - (c) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
 - (d) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.
- c. **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to read
SUPPLEMENTARY PAYMENTS – COVERAGES A, B, AND D

d. **SECTION III – LIMITS OF INSURANCE** is amended as follows:

(1) Item 2. is replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - c. Damages under Coverage B; and
 - d. Damages under Coverage D.

(2) Item 5. is replaced by the following:

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C, because of all "bodily injury" and "property damage" arising out of any one "occurrence"; and
 - c. Damages under Coverage D.

e. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance** is amended as follows:

(1) The first paragraph is replaced by the following:

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A, B, or D of this Coverage Part, our obligations are limited as follows:

(2) Paragraph b. **Excess Insurance**, Item (2) is replaced by the following:

When this insurance is excess, we will have no duty under Coverages A, B, or D to defend the insured against any claim or "suit" if any other insurer has a duty to defend the insured against that claim or "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

O. Incidental Medical Malpractice

We will pay for injury arising out of the rendering of or failure to render the following treatment or services by an "employee" for an accident occurring during the policy period:

1. First aid treatment including cardiopulmonary resuscitation (CPR); and

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2. Medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection therewith; and the furnishing or dispensing of drugs, or medical, dental, or surgical supplies or appliances.

However, this coverage does not apply to any insured or to any entity engaged in the business or occupation of providing the services or treatments described in 1. and 2. above.

PHPK1568088

PI-GL-005 (07/12)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

Name of Person or Organization (Additional Insured):

Effective Date: 10/22/2016

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:**

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for:
 - (1) Nonpayment of premium; or
 - (2) Discovery of fraud by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

- a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:
 - (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
 - (2) Discovery of fraud or material misrepresentation by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.
 - (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
- (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
- (6) A determination by the Commissioner of Insurance that the:
- (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) Threaten our solvency.
- (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.
- B. The following provision is added to the **Cancellation Common Policy Condition:**
- 7. Residential Property**
- This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:
- Commercial Property Coverage Part
Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form
- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
 - b. We may not cancel this policy solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.
 - c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
 - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

- C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraphs C.2. and C.3. below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. We may elect not to renew such coverage for any reason, except as provided in b., c. and d. below.
- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

- (3) We have:

- (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
- (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.
- d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (d.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
 - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.
3. We are not required to send notice of nonrenewal in the following situations:
 - a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

- b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2017

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

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

PRODUCER RMA Insurance Services, Inc. 444 W. Ocean Blvd., Ste 1250 Long Beach, CA 90802 www.riskmgmtadvisors.com	CONTACT NAME: PHONE (A/C, No. Ext): 562-472-2846 FAX (A/C, No): 562-435-7886 E-MAIL ADDRESS: jhyams@riskmgmtadvisors.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Alon Insurance Company, Inc. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES **CERTIFICATE NUMBER:** 36709134 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☒ DIC Reimbursement Policy GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			ALNXX-GLDDXX-16-112	12/1/2016	12/1/2017	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ Per Loss Limit \$ 50,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						EACH OCCURRENCE \$ AGGREGATE \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				

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

CERTIFICATE HOLDER

City of Oxnard

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

R. Wesley Sierk III

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PROFSEC-01

HBCT19

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 06/16/2017

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PRODUCER License # 0564249 Heffernan Insurance Brokers 18004 Sky Park Circle, Suite 210 Irvine, CA 92614	CONTACT NAME: Jorge Aguilar PHONE (A/C, No, Ext): (213) 785-6914 56914 FAX (A/C, No): (213) 623-1388 E-MAIL ADDRESS: JorgeA@heffins.com
INSURED Professional Security Consultants, Inc. 11454 San Vicente Blvd. Los Angeles, CA 90049	INSURER(S) AFFORDING COVERAGE
	INSURER A: Wesco Insurance Company <i>AXV</i> NAIC # 25011
	INSURER B: ACE American Insurance Company <i>ATXV</i> 22667
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X		WPP115144201	01/30/2017	01/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		X	WLR C49111964	01/30/2017	01/30/2018	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: As Per Contract or Agreement on File with Insured. City of Oxnard, its City Council, officers, employees, agents and volunteers are included as an additional insured (primary and non-contributory) on Automobile Liability policy per the attached endorsement, if required. Waiver of Subrogation is included on Workers Compensation policy per the attached endorsement, if required. Cancellation endorsements have been requested for the Automobile Liability and Workers Compensation policies from the insurance companies and if approved will be forwarded when received. This Certificate replaces and supersedes all previously issued certificates.

CERTIFICATE HOLDER

CANCELLATION

 City of Oxnard
 Attn: Risk Manager
 300 W. Third Street, 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

Policy No. WPP11544201

COMMERCIAL AUTO
CA990187 10 13

This Endorsement Changes The Policy. Please Read It Carefully

**BUSINESS AUTO COVERAGE EXPANSION
ENDORSEMENT**

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the COVERAGE FORM apply unless modified by the endorsement.

A. Newly Acquired or Formed Organizations, Employee Hired Car Liability and Blanket Additional Named Insured Status for Certain Entities.Item 1. Who is an Insured of Paragraph A. Coverage under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership of a majority interest (greater than 50%), will qualify as a Named Insured; however,
 - (1) coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - (2) coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that results from an "accident" which occurred before you acquired or formed the organization; and
 - (3) coverage does not apply if there is other similar insurance available to that organization, or if similar insurance would have been available but for its termination or the exhaustion of its limits of insurance.

This insurance does not apply if coverage for the newly acquired or formed organization is excluded either by the provisions of this coverage form or by endorsement.

- e. An "employee" of yours is an "insured" while operating an "auto" hired or rented

under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

- f. Any person or organization you are required by written contract or agreement to name as an additional "insured", but only with respects to liability created in whole or in part by such agreement.

B. Increase Of Loss Earnings Payment

Subpart (4) of a. **Supplementary Payments** of Item 2. **Coverage Extensions** of Paragraph A. Coverage under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to read:

- (4) We will pay reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 per day because of time off from work.

C. Fellow Employee Injured By Covered Auto You Own Or Hire

Item 5. **Fellow Employee** of Paragraph B. **Exclusions** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Such coverage as is afforded by this provision is excess over any other collectible insurance.

D. Limited Automatic Towing Coverage

Item 2. **Towing**, of Paragraph A. Coverage, under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

2. Towing

We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto".

- a. The limit for "autos" other than private passenger types is \$250;
- b. The limit for "autos" of the private passenger type is as shown in the Declarations;
- c. No deductible applies to this coverage.

E. Item 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles of Paragraph A. Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to add:

Glass Repair Coverage

We will waive the Comprehensive deductible for Glass, if one is indicated on your covered "auto", for glass repairs. We will repair at no cost to you, any glass that can be repaired without replacement, provided the "loss" arises from a covered Comprehensive "loss" to your "auto".

F. Increase Of Transportation Expense Coverage

Subpart a. Transportation Expenses of Item 4. Coverage Extensions of Paragraph A. Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to read:

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage or Theft Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

G. "Personal Effects" Coverage

Item 4. Coverage Extensions of Paragraph A. Coverage, under SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to add:

"Personal Effects" Coverage

We will pay actual cash value for "loss" to "personal effects" of the "insured" while in a covered "auto" subject to a maximum limit of \$2,500 per "loss", for that covered "auto" caused by the same "accident". No deductible will apply to this coverage.

H. "Downtime Loss" and Rental Reimbursement Coverage

Item 4. Coverage Extensions, of Paragraph A. Coverage, under SECTION III. PHYSICAL DAMAGE COVERAGE, is amended to add:

"Downtime Loss" and Rental Reimbursement Coverage

We will pay any resulting "downtime loss" and rental reimbursement expenses you sustain as a result of a covered physical damage "loss" to a covered "auto" up to a combined maximum of \$100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

- a. We will provide "downtime loss" and rental reimbursement beginning on the 6th day after:
 - (1) We have given you our agreement to pay for repairs to a covered "auto" and you have given the repair facility your authorization to make repairs; or
 - (2) Coverage for "downtime loss" and rental reimbursement expenses will end when any of the following occur:
 - (a) You have a spare or reserve "auto" available to you to continue our operations.
 - (b) You purchase a replacement "auto".
 - (c) Repairs to your covered "auto" have been completed by the repair facility and they determine the covered "auto" is road-worthy.
 - (d) You reach the 30 day maximum coverage.

I. "Personal Effects" Exclusion

Paragraph B. Exclusions under SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to add:

"Personal Effects" Exclusion

We will not pay for "loss" to "personal effects" of any of the following:

- a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value.
- b. Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry; watches; precious or semi-precious stones.
- c. Paintings, statuary and other works of art.
- d. Contraband or property in the course of illegal transportation or trade.
- e. "Loss" caused by theft, unless there is evidence of forced entry into the covered "auto" and a police report is filed.

J. Accidental Airbag Discharge Coverage

Item 3.a. of Paragraph B. Exclusions under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

- a. Wear and tear, freezing, mechanical or electrical breakdown. The exclusion relating to mechanical break-down does not apply to the accidental discharge of an air bag.

K. Loan or Lease Gap Coverage

Paragraph C. Limit Of Insurance under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;

- (4) Security deposits not refunded by the lessor; and
- (5) Carry-over balances from previous loans or leases

L. Aggregate Deductible

Paragraph D. Deductible under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Regardless of the number of covered "autos" involved in the same "loss", only one deductible will apply to that "loss". If the deductible amounts vary by "autos", then only the highest applicable deductible will apply to that "loss".

M. Diminishing Deductible

Paragraph D. Deductible under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Any deductible will be reduced by the percentage indicated below on the first "loss" reported during the corresponding policy period:

Loss Free Policy Periods With the Expansion Endorsement	Deductible Reduction on the first "loss"
1	0%
2	25%
3	50%
4	75%
5	100%

If we pay a Physical Damage "loss" during the policy period under any BUSINESS AUTO COVERAGE FORM you have with us, your deductible stated in the Declaration's page of each such COVERAGE FORM will not be reduced on any subsequent claims during the remainder of your policy period and your deductible reduction will revert back to 0% for each such COVERAGE FORM if coverage is renewed.

N. Knowledge of Loss and Notice To Us

Subsection a. of Item 2. Duties In the Event of Accident, Claim, Suit or Loss of Paragraph A. Loss Conditions under **SECTION IV -- BUSINESS AUTO CONDITIONS** is amended to add:

However, prompt notice of the "accident", claim, "suit" or "loss" to us or our authorized representative only applies after the "accident", claim, "suit" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partner-ship;
- (3) An "executive officer" or director, if you are a corporation;
- (4) A manager or member, if you are a limited liability company;
- (5) Your insurance manager; or
- (6) Your legal representative.

O. Waiver Of Subrogation For Auto Liability Losses Assumed Under Insured Contract

Item 5. Transfer Of Rights Of Recovery Against Others To Us of Paragraph A. **Loss Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

5. Transfer of Rights of Recovery Against Others To Us

If any person or organization to or for whom we make payments under this Coverage From has rights to recover damages from another, those right are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after an "accident" or "loss" to impair them. However, if the insured has waived those rights to recover through a written contract, we will waive any right to recovery we may have under this Coverage Form.

P. Insurance is Primary and Noncontributory

Subpart a. of Item 5. **Other Insurance** of Paragraph B. **General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

- a. This insurance is primary and noncontributory, as respects any other insurance.

Q. Other Insurance – Hired Auto Physical Damage

Subpart b. of Item 5. **Other Insurance** of Paragraph B. **General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

- b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:
 - (1) Any covered "auto" you lease, hire, rent or borrow; and
 - (2) Any covered "auto" hired or rented by your "employee" under a contact in that individual "employee's" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure To Disclose Hazards

Paragraph B. **General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to add:

9. Your failure to disclose all hazards existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided that such failure to disclose all hazards is not intentional. However, you must report such previously undisclosed hazards to us as soon as practicable after its discovery.

S. Additional Definition

SECTION V – DEFINITIONS is amended to add:

"Tractor" means a truck with a gross vehicle weight in excess of 45,000 pounds.

"Personal effects" means personal property owned by the "insured".

"Downtime loss" means actual loss of "business income" for the period of time that a covered "auto":

1. Is out of service for repair or replacement as a result of a covered physical damage "loss" and
2. Is in the custody of a repair facility if not a total "loss".

"Business Income" means:

1. Net income (Net profit of loss before income taxes that would have been earned or incurred; and
2. Continuing normal operating expenses incurred, including payroll.

In this endorsement, Headings and Titles are inserted solely for the convenience and ease of reference. They do not affect the coverage provided by this endorsement, nor do they constitute any part of the terms and conditions of this endorsement. All other policy wording not specifically changed, modified, or replaced by this endorsement wording remains in effect.

Workers' Compensation and Employers' Liability Policy

Named Insured PROFESSIONAL SECURITY CONSULTANTS 11454 SAN VICENTE BLVD #2 LOS ANGELES CA 90049	Endorsement Number
Policy Period 01-30-2017 TO 01-30-2018	Policy Number Symbol: WLR Number: C49111964
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	Effective Date of Endorsement 1-30-2017
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

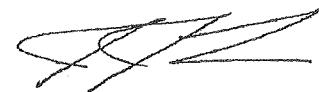
We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.



Authorized Agent

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: November 27, 2018

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: Caltrans Sustainable Transportation Planning Grant Program Application.

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That City Council adopt a resolution authorizing the City Manager to submit an application for an amount not to exceed \$450,000 in California Department of Transportation Sustainable Transportation Planning Grant Program funds, to be used for multimodal transportation and land use planning that furthers sustainable community strategies and contributes to the State's greenhouse gas reduction targets.

BACKGROUND

The Sustainable Transportation Planning Grant Program was created to support the California Department of Transportation's (Caltrans') mission:

To provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability.

The California Legislature passed, and Governor Edmund G. Brown Jr. signed into law, Senate Bill (SB) 1, the Road Repair and Accountability Act of 2017, a transportation funding bill that provides a reliable source of funds to maintain and integrate the State's multi-modal transportation system. In addition to the \$9.5 million in traditional State and Federal grants, approximately \$25 million in SB 1 funds for Sustainable Communities Grants is available for the Fiscal Year (FY) 2019-20 grant cycle.

The SB 1 grant funding is intended to support and implement Regional Transportation Plan (RTP) Sustainable Communities Strategies (SCS) (where applicable) and to ultimately achieve the State's greenhouse gas (GHG) reduction target of 40 and 80 percent below 1990 levels by 2030 and 2050, respectively.

Eligible planning projects must have a transportation nexus. Therefore, successful planning projects are expected to directly benefit the multi-modal transportation system. Sustainable Communities Grants will also improve public health, social equity, environmental justice, the environment and provide other important community benefits.

The City is applying to receive funding to implement a complete streets plan or similar plan that addresses components of community design, regional accessibility, place types, priority activities to achieve smart mobility outcomes, community transition and associated multimodal performance measures. A "complete street" is a transportation facility that is planned, designed, operated and maintained to provide safe mobility for all users, including bicyclists, pedestrians, transit vehicles, truckers and motorists, appropriate to the function and context of the facility. Every complete street looks different according to its context, community preferences, the types of road users and their needs.

The proposed project would analyze, including through community engagement under the direction of subject matter experts potential opportunities, existing and potential resources, implementation options, and prioritized potential future project sites in the City. The project would also identify and address deficiencies in the multimodal transportation system, including the needs of environmental justice and disadvantaged communities. Potential priority project areas include downtown Oxnard, the La Colonia neighborhood, the Southwinds neighborhood and south Oxnard, and the Five Points area.

Benefits of complete streets include:

- Increased Transportation Choices
- Economic Revitalization
- Improved Return on Infrastructure Investments
- Livable Communities
- Improved Safety for All Users
- More Walking and Bicycling to Improve Public Health
- Greenhouse Gas Reduction and Improved Air Quality
- Ability to be more competitive for transportation grants in the future.

The City's proposed project would address several of the grant program's objectives:

- Sustainability – Promote reliable and efficient mobility for people, goods, and services, while meeting the State's GHG emission reduction goals, preserving the State's natural and working lands, and preserving the unique character and livability of California's communities.

- Preservation – Preserve the transportation system through protecting and/or enhancing the environment, promoting energy conservation, improving the quality of life, and/or promoting consistency between transportation improvements and State and local planning growth and economic development patterns.
- Mobility – Increase the accessibility of the system and mobility of people and freight.
- Safety – Increase the safety and/or security of the transportation system for motorized and active transportation users.
- Innovation – Promote the use of technology and innovative designs to improve the performance and social equity of our transportation system and provide sustainable transportation options.
- Economy – Support the economic vitality of the area (i.e. enables global competitiveness, enables increased productivity, improves efficiency, increases economic equity by enabling robust economic opportunities for individuals with barriers to employment and for Disadvantaged Business Enterprises (DBEs), etc.).
- Health – Decrease exposure to local pollution sources, reduce serious injuries and fatalities on the transportation system, and promote physical activity especially through transportation means.
- Social Equity – Promote transportation solutions that focus on and prioritize the needs of communities most affected by poverty, air pollution and climate change, and promote solutions that integrate community values with transportation safety and performance while encouraging greater than average public involvement in the transportation decision making process.

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 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This item supports the following goals and objectives:

Goal 5. Revitalize Oxnard's downtown and pursue economic development opportunities.

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 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

Objective 5a. Develop and implement a sustainability program.

FINANCIAL IMPACT

This grant requires an 11.47% minimum in-kind matching funds contribution of staff time or cash match to support the project. The in-kind matching funds can come from staff who manage and support the project. The total grant request will not exceed \$450,000, and the in-kind matching funds, composed of City staff time and/or other in-kind funding, will not exceed \$58,302, or 11.47% of the total project cost.

The grant application period has a tight timeline, being due November 30, 2018. The City's grant proposal development is still in the first phase, and staff will be identifying the specific amount of funding that will be requested as a component of the application submitted to Caltrans by the due date. Upon award, staff will return to Council for appropriation of grant award.

Prepared by Eric Hume, Grants Specialist I

ATTACHMENTS:

Attachment A - Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING SUBMITTAL OF GRANT APPLICATION

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 an application to the California Department of Transportation for an amount not to exceed \$1,000,000 in Sustainable Transportation Planning Grant Program funds to be used for multimodal transportation and land use planning that furthers sustainable community strategies and contributes to the State's greenhouse gas reduction targets.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for multimodal transportation and land use planning that furthers sustainable community strategies and contributes to the State's greenhouse gas reduction targets. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Chief Financial Officer or designee is authorized to submit financial reports and grant claims; and the Public Works Director or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this ____ day of _____, 2018, 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

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Public Hearing
AGENDA ITEM NO.: 1

DATE: November 27, 2018

TO: City Council

FROM: Scott Whitney
Police Chief

SUBJECT: Urgency Ordinance-Moratorium on Firearms Retailers (10/10/10)

CONTACT: Scott Whitney, Police Chief
Scott.Whitney@OxnardPD.org, (805) 385-7624

RECOMMENDATION:

That City Council adopt an interim land use ordinance pursuant to Government Code Section 65858 imposing a temporary moratorium for 45 days, subject to extensions, on the establishment of new retail uses selling firearms and ammunition to allow the City to study this land use and make recommendations to the Planning Commission and City Council.

BACKGROUND

Recent Retail Firearms Business Application -- In recent months, Oxnard residents expressed concern to both the Police Department and the City Council about a new retail store planning to open in the 800 block of West Wooley Road whose primary business was the selling of firearms. The proposed location is in the C2PD (General Commercial-Planned Development) Zone less than 100 feet from a residential neighborhood and less than 500 feet from Haydock Academy of Arts & Sciences. While it now appears this proposed retail store is no longer planning to open in that location, this did bring to light that neither the Oxnard City Code nor state or federal law currently include health and safety performance standards or location restrictions (e.g., proximity to parks and schools) for gun stores or other retail establishments selling firearms and ammunition.

Gun violence in the United States results in over 30,000 deaths and 80,000 non-fatal injuries on an annual basis. The City of Oxnard has not been immune to the impact of gun violence as it results on average in over 10 deaths and 130 non-fatal injuries on an annual basis.

Urgency Ordinance-Moratorium on Firearms Retailers (10/10/10)

November 27, 2018

Page 2

The City of Oxnard currently has several retail establishments that sell either firearms, ammunition, or both.

- Dick's Sporting Goods, 231 W. Esplanade Drive (Firearms & Ammunition Sales)
- Big 5 Sporting Goods, 2361 N. Oxnard Blvd. (Firearms & Ammunition Sales)
- Turner's Outdoorsman, 2051 N. Rose Avenue #280, (Firearms & Ammunition Sales)
- B&G Guns (Shooter's Paradise), 1910 Sunkist Circle, (Firearms & Ammunition Sales)
- Zev Technologies, 1051 Yarnell Place, (Firearms Sales Only)
- Walmart Supercenter, 2001 N. Rose Avenue, (Ammunition Sales Only)

While any commercial establishment is subject to thefts, the statistics related to federal firearms licensees (FFL) are troubling. According to the Bureau of Alcohol, Tobacco, and Firearms, burglaries of federal firearms licensees have increased 70.7% since 2013. Firearms stolen during FFL burglaries have increased over 133% since 2013 with 7,841 firearms being stolen in 2017. This data reflects the unique nature of gun stores and other retail establishments that sell firearms and ammunition and highlights the need for zoning and security requirements for these establishments.

The intent of the interim land use ordinance is to impose a moratorium to provide staff time to research options for zoning of retail establishments selling firearms.

Interim Land Use Ordinance Process -- Government Code Section 65858 authorizes the City Council to "adopt as an urgency measure an interim ordinance prohibiting any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission or the planning department is considering or studying or intends to study within a reasonable time." The primary purpose of such a moratorium is to defer decisions on certain pending or future project applications while the City studies related issues and/or complies with federal or state mandates, evaluates possible regulatory options, and considers the adoption of new permanent regulations. The Government Code provides that a development moratorium shall not be adopted unless the ordinance contains legislative findings that there is a current and immediate threat to the public health, safety or welfare, and that the approval of additional subdivisions, use permits, variances, building permits, or any other applicable entitlement for use that is required in order to comply with a zoning ordinance would result in that threat to public health, safety, or welfare.

An urgency ordinance is initially effective for 45 days from its adoption and requires a four-fifths vote of the City Council. Upon subsequent notice and public hearing, the urgency ordinance may be extended for up to 10 1/2 additional months, and may thereafter be extended for another subsequent year, for a total period of two years. The Government Code authorizes an alternative extension of 22 months and 15 days if notice and public hearing requirements are met when the moratorium is initially adopted. Under either authority, an interim moratorium ordinance cannot be extended beyond a two-year period. While a moratorium operates to preclude approval of a development application, a moratorium does not allow the City to refuse to accept or to process applications.

FINDINGS AND ANALYSIS

Firearms dealers are regulated by federal and state laws. California generally has stricter regulations than the federal government. For instance, California requires that all gun sellers be licensed (the federal government allows unlicensed gun sales at gun shows and online). California also does not permit sales of assault rifles; ownership of detachable magazines is currently being litigated. Starting in July 2019, purchasers will need to undergo a background check to buy ammunition. However, there is no limit on how much ammunition a purchaser may buy. The State of California Department of Justice Bureau of Firearms regulates the sales, ownership and transfer of firearms and safety training. There is a 10-day waiting period before the firearms dealer releases the gun to the purchaser, and a purchaser must provide an application to purchase the firearm. The application includes certification that the applicant has passed a written test and submittal of the applicant's thumbprint. The purchaser must also fulfill the safe handling demonstration requirement. During the 10-day waiting period, the Department of Justice conducts a firearms eligibility background check to ensure the purchaser is not prohibited from lawfully possessing firearms (including, for example, convicted felons, persons with mental disorders, some persons on probation, drug addicts, and persons subject to protective orders). California also prohibits openly carrying loaded firearms in public.

Although the Oxnard City Code regulates the issuance of permits to individuals who sell concealable firearms (OCC Ch. 11, Art. VIII), it currently provides few land use regulations regarding firearms. Firearms sales "which involve the storage of such items within a structure" are prohibited as a home occupation. (OCC 16-404)

Land uses in most City zones are subject to so-called "permissive zoning," meaning that, unless a land use is specifically allowed, it is prohibited. In the General Commercial Zone (C-2), however, "retail stores" are permitted in a manner that would allow a firearm business as a use by right. (OCC 16-135(A)(34)) "Department stores," without any limitation of the types of merchandise sold, are also permitted by right in the C-2 zone. In addition, the Oxnard Coastal Zoning Ordinance (OCC Ch. 17) allows as a "secondary permitted use" in the Coastal Visitor-Serving Commercial Sub-Zone (CVC) "sporting goods" and "general retail" sales, subject to the administrative approval of a development review permit. (OCC 17-18(C)(2))

Thus, under the current City zoning regulations, retail firearms businesses or department stores selling firearms may locate anywhere in the C-2 zone (or CVC sub-zone, with an administrative development review permit), regardless of proximity to residential zones, parks or schools. Further, unlike other uses that raise health and safety concerns (e.g., alcohol sales) there is no mechanism to review and impose reasonable conditions on the operation of such businesses.

If the Council adopts the proposed Moratorium, staff will research a range of options for Planning Commission and City Council consideration relating to businesses that sell ammunition or firearms. Options for further discussion include:

Urgency Ordinance-Moratorium on Firearms Retailers (10/10/10)

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1. Should the City impose locational restrictions on new gun stores and retail establishments that sell firearms or ammunition? For example, adult-oriented businesses must be a minimum of 1000 feet from any residential district, school, religious institution, public park and another adult-oriented business.
2. Should the City distinguish between a gun store, whose primary business purpose is to sell guns and gun-related merchandise (ammunition, gun safes, etc.) and a retail establishment that primarily sells sporting goods and devotes a minor portion of the retail floor space to gun display and sales (Big 5 Sporting Goods, Dicks Sporting Goods, etc.)
3. As part of its review of the City's Zoning Ordinance, should the City consider health and safety performance standards for new gun stores and retail establishments that sell firearms? Other cities require security plans, operational requirements and high levels of perimeter construction to prevent break-ins.
4. Should the City require a Special Use Permit process for new gun stores and retail establishments that sell firearms or ammunition?

CONCLUSION AND RECOMMENDATION

Based on the above analysis and taking into account the circumstances and effect potential new retail firearms uses would have on the City, City staff believes there is an immediate threat to the public peace, health, welfare and safety, specifically including possible permanent damage to the City's aesthetic, health, safety and economic interests arising from such development. There is no current zoning authority to review and impose reasonable conditions on such businesses in the City's Zoning Ordinance.

Approval of a moratorium ordinance will prohibit new retail firearm businesses obtaining zone clearance permits or other land use approvals necessary to conduct business in the City for an initial period of up to forty-five (45) days. During that initial period, staff will further analyze the current zoning regulations and possibly recommend land use regulations providing for review of retail firearms businesses with appropriate public review and safety measures.

Staff recommends that the City Council adopt the Urgency Ordinance. A 4/5th vote of the City Council is required to enact the Urgency Ordinance. The Ordinance will be in effect for a period of up to 45-days and it is possible for the City Council to extend it for up to 22 months and 15 days, for a total moratorium period of two years as authorized by state law. Should the City Council adopt an Urgency Ordinance at its November 27, 2018 meeting, staff will prepare an item for the City Council to consider a time extension of the Ordinance for the January 8, 2019 City Council Meeting. Due to the fact that potential zoning changes are required to be reviewed by the Planning Commission as well as the City Council and the proximity to the holidays, it will be impossible for the City to put any new potential regulations into effect within the initial 45 day period. Any extensions would require a duly noticed public hearing.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life

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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 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

FINANCIAL IMPACT

There is no financial impact to the general fund.

Prepared by Stephen Fischer, City Attorney; and Eric S. Sonstegard, Assistant Chief of Police.

ATTACHMENTS:

181127 Urgency Ordinance-Moratorium on Firearms Retailers

Correspondence Received 11.21.18 1200

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. _____

AN INTERIM URGENCY ORDINANCE OF THE CITY OF OXNARD,
CALIFORNIA, IMPOSING A TEMPORARY MORATORIUM ON THE
ESTABLISHMENT OF NEW RETAIL USES SELLING AMMUNITION OR
FIREARMS.

WHEREAS, Government at all levels has a substantial interest in protecting the people from those who acquire guns lawfully or illegally and then use them to commit crimes resulting in injury or death of their victims, or who use them in the commission of other crimes such as robbery, sexual assault or homicide, particularly mass shootings such as those that have occurred since October of 2017 in Chicago, Illinois; Thousand Oaks, California; Pittsburgh, Pennsylvania; Perryman, Maryland; Bakersfield, California; Cincinnati, Ohio; Annapolis, Maryland; Santa Fe, Texas; Nashville, Tennessee; Yountville, California; Parkland, Florida; Melcroft, Pennsylvania; Rancho Tehama, California; Sutherland Springs, Texas; Thornton, Colorado; Edgewood, Maryland; Las Vegas, Nevada; as well as the many other mass shootings over the past several years; and

WHEREAS, gun violence in the United States results in over 30,000 deaths and 80,000 non-fatal injuries annually; and gun violence in the City of Oxnard results in over 10 deaths and 130 non-fatal injuries annually and we must begin taking steps to protect our citizens from this public health crisis; and

WHEREAS, City staff recently received an inquiry from a prospective applicant regarding opening a retail firearm business in the C2PD (General Commercial-Planned Development) Zone near residences, public and private school facilities, and other businesses that cater to children; and currently, retail firearms businesses or department stores selling firearms and ammunition may locate anywhere in the C-2 zone (or CVC sub-zone, with an administrative development review permit), regardless of proximity to residential zones, parks or schools; and

WHEREAS, various zones within the City allow a wide range of uses (as of right and with a special use permit), including various types of retail businesses, churches, liquor stores, and bars, that may not be compatible with retail sales of firearms and ammunition; and

WHEREAS, the City is authorized by Article XI, Section 7 of the California Constitution to make and enforce all local, police, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, other California cities have adopted zoning ordinances and business regulations that govern the sales of ammunition and firearms, and several municipalities, including the Town of Windsor, Town of Los Gatos, City of San Carlos, City of Healdsburg, and the County of Santa Cruz, have adopted moratoria on an urgency basis prohibiting new commercial sales of ammunition or firearms while such ordinances or regulations are studied and considered; and

WHEREAS, the City Council finds that it is necessary for the City staff, Planning Commission and City Council to study and develop regulations within a reasonable time regarding new retail establishments selling ammunition or firearms in the City of Oxnard; and

WHEREAS, six (6) retail establishments that sell ammunition or firearms are operating in the City; and

WHEREAS, the City Council finds and declares that it has questions and concerns about the appropriate land use regulations and zoning for additional retail establishments that sell ammunition and firearms, and wishes to prohibit such uses that may be in conflict with zoning proposals to be studied and considered within a reasonable time to address these questions and concerns; and

WHEREAS, in the absence of a moratorium, there is no way to study and consider the appropriate location of retail establishments that sell ammunition or firearms in the City, and the nature and extent of health and safety regulations that could be imposed on such businesses due to the nature of the products they sell in relation to neighboring uses; and

WHEREAS, in the absence of a moratorium, the City will not have the authority to review new retail establishments selling ammunition or firearms under the City's current zoning ordinance, thus impairing the City's substantial interests in orderly, economically sustainable development, health, public safety, vitality and image of the City; and

WHEREAS, the City Council directs City staff to study, develop, and propose for review by the Planning Commission and adoption by the City Council, an ordinance for appropriate zoning of retail establishments selling ammunition or firearms; and

WHEREAS, given the potential deleterious effect an otherwise lawful but unregulated business selling ammunition or firearms can have on other incompatible neighboring uses, passage of this interim urgency ordinance will provide staff sufficient time to research this issue and present a comprehensive zoning proposal to help ensure that the establishment of a retail sales use engaged in the sale of firearms or ammunition within the City will not be located as to be detrimental to the public health, safety and welfare.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. Purpose and Findings.

A. The above recitals are incorporated herein, and each relied upon independently by the City Council as findings for its adoption of this urgency interim ordinance.

B. The City of Oxnard Zoning Ordinance does not currently include comprehensive zoning or other regulation concerning the retail sale of ammunition or firearms.

C. California is among the minority of states that impose licensing requirements on firearms dealers, but the standards are not comprehensive. (See Penal Code Sections 26500 et seq.)

D. In *Suter v. City of Lafayette*, 57 Cal. App. 4th 1109 (1997), the California Court of Appeal held that State law authorizes local governments to impose additional licensing requirements on firearms dealers.

E. The Penal Code requires local jurisdictions to accept applications for firearms dealer licenses, and emphasizes the authority of cities and counties to regulate firearms dealers. (Penal Code Section 26705.)

F. The United States Supreme Court has held that localities enacting zoning laws must be given the chance to “experiment with solutions to admittedly serious problems.” (*Renton v. Playtime Theaters*, 475 U.S. 41, 52 (1986).)

G. City staff needs time to analyze the current zoning ordinance with respect to retail ammunition and firearms establishments in the City and possibly recommend changes providing for orderly review of retail establishments selling ammunition or firearms with appropriate public review. The residents of Oxnard will be well-served if the City more fully addresses the potential impacts of retail establishments selling ammunition or firearms on health, safety, economic sustainability, and aesthetics in the downtown core, other zoning districts and the community as a whole, the impacts of new firearms and ammunition businesses in the City, including the safety of the public at large and other health, safety, and welfare impacts.

H. The most appropriate way to ensure public review is to enact a moratorium while the issue of the appropriate zoning and health and safety regulations are studied for future consideration by the Planning Commission and City Council.

I. The City Council finds that there is a current and immediate threat to the public peace, health, welfare and safety, specifically including possible permanent damage to the City’s aesthetic, health, safety and economic interests arising from the potential new retail uses selling ammunition or firearms prior to the City completing such planning review considering the circumstances and effect such development would have on the City.

J. The City Council finds that the protection of the health, safety, and welfare, and specifically the City’s and the public’s interests in the City’s aesthetic, economic sustainability and safety arising from retail establishments selling ammunition or firearms, will not be subject to public hearing and review by the Planning Commission for compatibility with the City’s General Plan and will not take into account the circumstances and effect such retail establishments selling ammunition or firearms being approved could have on the City until additional staff and Planning Commission review has been completed and any necessary zoning and municipal code revisions have been adopted by the City Council.

K. The City Council finds that it is necessary to adopt this Ordinance pursuant to Government Code Section 65858 in order to protect the public health, welfare and safety, and to prevent

irreversible approval of permits and development and the health and safety impacts identified herein.

Part 2. The City Council does hereby, pursuant to Government Code Section 65858, impose a moratorium for forty-five (45) days prohibiting new retail establishments selling ammunition or firearms, and from and after the effective date of this Ordinance, no business license, variance, special use permit, building permit, firearms dealer permit, approval or any other applicable license or entitlement nor any other authorization or form of approval shall be approved or issued by the City allowing new retail establishments selling firearms in the City. For the reasons set forth in the legislative findings, this ordinance is declared to be an urgency ordinance intended to preserve the public peace, health and safety and is adopted as such pursuant to California Government Code section 36937. This ordinance shall take effect immediately and be enforced immediately upon its adoption for 45 days. Ten (10) days prior to the expiration of this interim ordinance or any extension thereof, the City Council shall issue a written report describing the measures that have been taken to study the relevant issues and to establish policies and regulations regarding retail sales of ammunition or firearms within the City.

Part 3. Environmental Analysis. This ordinance is exempt from review under the California Environmental Quality Act (CEQA), pursuant to Sections 15060(c)(2), 15060(c)(3), and 15601(b)(3), because the proposal will not result in a direct or reasonably foreseeable indirect physical change in the environment, and only directs that a planning study be undertaken. The ordinance is categorically exempt from CEQA under Section 15308 of the State CEQA Guidelines. This ordinance is a regulatory action taken by the City in accordance with Government Code Section 65858, to assure maintenance and protection of the environment pending the completion of contemplated zoning ordinance revisions.

Part 4. For purposes of this Ordinance, “firearm” shall have the meaning set forth in Penal Code Section 16520(a), but shall exclude antique firearms as defined in Penal Code Section 16170.

Part 5. For purposes of this Ordinance, “ammunition” shall have the meaning set forth in Penal Code Section 16150(a).

Part 6. Pending applications. As to applications for permits for a new retail firearms and/or ammunition stores in the City, which have been accepted as complete, processing and review of such applications may continue, but shall not be finally approved during the pendency of this Ordinance or any extensions thereof.

Part 7. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and such section, subsection, sentence, clause, phrase or portion may be declared invalid or unconstitutional.

Part 8. This is an Urgency Ordinance and requires a four-fifths vote of approval of all of the members of the City Council and goes into effect immediately upon its adoption.

Part 9. A public hearing was held on November 27, 2018, before the City Council pursuant to the requirements of Government Code Section 65858(b).

Part 10. This Urgency Ordinance shall be published once within fifteen (15) days of its adoption in accordance with Government Code Section 36933.

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

**CORRESPONDENCE RECEIVED
REGARDING INTERIM LAND USE ORDINANCE
(Public Hearing item re: Moratorium on Firearms Retailers)**

Received as of November 21, 2018, 12:00 PM

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November 19, 2018

VIA EMAIL & U.S. MAIL

Hon. Tim Flynn, Mayor
City of Oxnard
300 West Third Street
Oxnard, CA 93030
EMAIL: cityclerk@oxnard.org

**Re: PROPOSED URGENCY MORATORIUM ON FIREARM
RETAILERS- OPPOSED**

Dear Mayor Flynn:

We write to you on behalf of our clients, the California Rifle & Pistol Association, Incorporated and the hundreds of thousands of their supporters in California, including those members residing in the City of Oxnard. It has come to our attention that the City of Oxnard intends to hold a Public Hearing regarding an urgency moratorium against new firearm and ammunition retailers.

Our clients oppose the adoption of any proposed moratorium on firearm retailers in the City of Oxnard ("City"). For the following reasons, we ask the City Council to reject any action that would lead to adopting a moratorium and restricting lawful businesses.

**I. FIREARM RETAILERS ARE ALREADY ONE OF THE MOST HEAVILY REGULATED BUSINESSES
IN THE NATION**

Firearm dealers are heavily regulated by federal and state laws. To better aid the City Council in making an informed decision—and to dispel the varying and often ill-informed opinions on the subject—we would like to take this opportunity to explain the numerous and comprehensive steps that must be taken to lawfully open and continue operating a firearm retail business in California. This is a serious process that firearm retailers have the utmost respect for, because failure to adhere to the law would mean an end of their very livelihood.

As a threshold matter, the State of California imposes specific restrictions on the sale and transfer of firearms applicable to both retailers and prospective purchasers in addition to federal

requirements.¹ Other than specific local licenses and restrictions, a lawful firearm business must possess and maintain all of the following at all times:

- ☐ A valid Federal Firearms License (“FFL”);
- ☐ A valid Seller’s Permit issued by the State Board of Equalization;
- ☐ A valid Certificate of Eligibility (“COE”) issued by the Department of Justice (“DOJ”);
- ☐ A listing on the DOJ Centralized List of Firearms Dealers.²

a. Federal Firearms License Requirement

In order to be eligible for a Federal Firearms License, the applicant must:

- ☐ Be at least 21 years of age;
- ☐ Not be prohibited from shipping, transporting, receiving, or possessing firearms or ammunition;
- ☐ Not have willfully violated the Federal Gun Control Act or its regulations;
- ☐ Not have willfully failed to disclose material information or made false statements on the application for a Federal Firearms License;
- ☐ Have a premises for conducting business;
- ☐ If the applicant is to be a licensed dealer, certify that the secure gun storage or safety devices will be available at any place in which the firearms are sold; and,
- ☐ Certify that (1) the business is not prohibited by State or local law, (2) within 30 days the business will comply with the requirements of State and local law applicable to conduct the business, (3) the business will not be conducted under the license until the requirements of State and local law applicable to the business have been met, and (4) the applicant has sent or delivered a form to the chief law enforcement officer where the premises is located notifying the officer that the applicant intends to apply for a license.³

a. Seller’s Permit Requirement

Any person engaged in business in California who intends to sell or lease tangible personal property that would ordinarily be subject to sales tax must obtain a Seller’s Permit. To apply for this permit, applicants must provide specific personal information, including their social security number, date of birth, Driver’s License number, and additional information specific to the business itself.⁴

¹ The majority of these restrictions can be found in Penal Code sections 26500 through 28490, as well as the applicable regulations from the California Department of Justice regarding these sections. See Cal. Code Regs., tit. 11 § 4001-5499.

² Cal. Penal Code § 26700.

³ 18 U.S.C. § 923 (d)(1); 27 C.F.R. § 478.47 (b).

⁴ See California Department of Tax and Fee Administration, *Your California Seller’s Permit: Your Rights and Responsibilities Under the Sales and Use Tax Law*, <https://www.cdtfa.ca.gov/formspubs/pub73.pdf> (Nov. 2018).

Permit holders are required to report and pay sales and use taxes, keep adequate records, and notify the California Department of Tax and Fee Administration of any change in address, ownership, partners, sale or purchase of a business, or the dissolution of a business.⁵

b. Certificate of Eligibility Requirement

In order to obtain the required COE, applicants must have their fingerprints taken by a certified Live Scan operator and submit an application along with a \$93 fee (\$17 FBI fingerprint processing fee, \$54 DOJ fingerprint processing fee, \$22 COE application fee) to DOJ. DOJ will then examine its records and any records available in the National Instant Criminal Background Check System in order to determine if the applicant is prohibited by state or federal law from possessing, receiving, owning, or purchasing a firearm.⁶

After reviewing all available records, DOJ will only issue a COE to a person if DOJ determines that the applicant is not a person who is prohibited by state or federal law from possessing firearms.⁷

c. Centralized List of Firearms Dealers Requirement

DOJ also maintains a list of all California licensed firearms dealers it refers to as the Centralized List of Firearms Dealers (“CLFD”). In order to be listed on the CLFD, individuals are required to submit an application to DOJ which includes information regarding the business such as the planned hours of operation, as well as the required Federal Firearms License, Certificate of Eligibility, any required local license, and Seller’s Permit.

At any time, DOJ is authorized to remove a business from the CLFD for grossly negligent violations of any of the provisions regarding the sale or transfer of firearms listed in Penal Code section 16575, or if the required Federal Firearms License has expired or been revoked for any reason.⁸ Once removed from the CLFD, DOJ will notify local law enforcement and licensing authorities in the jurisdiction where the business is located.⁹

II. ADDITIONAL REQUIREMENTS APPLICABLE TO CALIFORNIA FIREARM DEALERS

The rules and restrictions applicable to firearm dealers do not end once all necessary license requirements have been met. California licensed firearm dealers must safely secure their inventory when not open for business, always follow specific rules and restrictions when transferring firearms, maintain adequate records of any firearm transaction, and be subject to routine audits from both the Bureau of Alcohol, Tobacco, Firearms and Explosives (“ATF”) and the California Department of Justice, Bureau of Firearms (“BOF”) to ensure compliance with all federal, state, and local laws.

⁵ *Id.*

⁶ Cal. Penal Code § 26710(b).

⁷ Cal. Penal Code § 26710 (c).

⁸ Cal. Penal Code § 26715 (b) (1-2).

⁹ Cal. Penal Code § 26715 (b)(3).

a. Firearm Storage

At any time when a California licensed firearms dealer is not open for business, all firearm inventory must be stored in the licensed location and secured using one of the following methods:

- ☐ Store the firearm in a secure facility that is part of, or that constitutes, the licensee's business premises;
- ☐ Secure the firearm with a hardened steel rod or cable of at least one-eighth inch in diameter through the trigger guard of the firearm which is secured with a hardened steel lock that has a shackle that is protected or shielded from the use of a bolt cutter and anchored in a manner that prevents removal of the firearm from the premises; or,
- ☐ Store the firearm in a locked fireproof safe or vault in the licensee's business premises.¹⁰

As used in the above requirements, the term "secure facility" is defined as a building that meets all of the following specifications:

- ☐ All perimeter doorways shall meet one of the following:
 - o A windowless steel security door equipped with both a dead bolt and doorknob lock;
 - o A windowed metal door that is equipped with both a dead bolt and doorknob lock, and if the window has an opening of five inches or more in any direction, the window shall be covered with steel bars of at least one-half inch diameter or metal grating of at least nine gauge affixed to the exterior or interior of the door; or,
 - o A metal grate that is padlocked and affixed to the licensee's premises independent of the door and doorframe.
- ☐ All windows are covered with steel bars;
- ☐ HVAC and other service openings are secured with steel bars, metal grating, or an alarm system;
- ☐ Any metal grates have spaces no larger than six inches in any direction;
- ☐ Any metal screens have spaces no larger than three inches in any direction; and,
- ☐ All steel bars shall be no further than six inches apart.¹¹

b. Restrictions on the Sale or Transfer of Firearms

In order to lawfully sell or transfer a firearm to an individual, all of the following requirements—at a *minimum*—must be satisfied:

- ☐ The purchaser must provide proof of identity and age¹²;

¹⁰ Cal. Penal Code § 26890.

¹¹ Cal. Penal Code § 17110.

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- ☐ The purchaser must complete Federal Form 4473¹³;
- ☐ The dealer must complete a Dealer's Record of Sales ("DROS") Form¹⁴;
- ☐ The purchaser must pass a background check¹⁵;
- ☐ The firearm must be registered to the person at the time of purchase;
- ☐ The purchaser must wait 10-days prior to the delivery of the firearm¹⁶;
- ☐ The purchaser must receive the required locking device and warnings¹⁷;
- ☐ The purchaser must satisfy California's Firearm Safety Certificate ("FSC") requirement¹⁸;
- ☐ The purchaser must perform a safe handling demonstration¹⁹; and
- ☐ The dealer must deliver the firearm unloaded and securely wrapped or in a locked case.²⁰

But these are the only restrictions regarding the sale or transfer of firearms in California which are generally applicable to dealers and prospective purchasers. As one of the most heavily restricted states regarding the ownership and possession of firearms, California generally prohibits the sale or transfer of certain firearms and firearm related equipment, with the mere possession of such items subject to felony convictions. These include:

- ☐ Flechette Dart ammunition or bullets containing or carrying an explosive agent²¹;
- ☐ "Assault Weapons"²²

¹² Cal. Penal Code § 26815 (c). Clear evidence of identity and age is defined as either a valid California Driver's License or California ID issued by the Department of Motor Vehicles. Cal. Penal Code § 16400.

¹³ See U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives, *ATF E-Form4473 (5300.9): Firearms Transaction Record*, <https://www.atf.gov/file/61446/download> (Nov. 2018).

¹⁴ The DROS form is completed by the California licensed firearms dealer and submitted through DOJ's DROS Entry System ("DES"). California licensed firearm dealers must follow DOJ rules and regulations when submitting DROS transactions through DES. See California Department of Justice, Bureau of Firearms, *DES Application-Firearms Dealership User Guide*, https://oag.ca.gov/sites/all/files/agweb/pdfs/firearms/dros_entry_guide.pdf (Nov. 2018).

¹⁵ See Cal. Penal Code § 26815 (d) (stating that no firearm shall be delivered whenever the dealer is notified by the Department of Justice that the person is prohibited by state or federal law from processing, owning, purchasing, or receiving a firearm).

¹⁶ Cal. Penal Code § 26815 (a).

¹⁷ See Cal. Penal Code §§ 23635 (a); 23640. Federal law also requires licensed dealers to provide a "secure gun storage or safety device" when delivering a handgun to anyone who is not another FFL or otherwise exempt from the requirement. 18 U.S.C. § 922 (z) (1-2).

¹⁸ Cal. Penal Code § 26840.

¹⁹ See Cal. Penal Code §§ 26850-26860.

²⁰ Cal. Penal Code § 26815 (b).

²¹ Cal. Penal Code §§ 30525-31115.

²² Cal. Penal Code §§ 30500-31115. The term "assault weapon" is defined a number of ways under California law, including firearms specifically listed by make and model as an "assault weapon," certain firearms with specific characteristics and features, certain firearms with a fixed magazine capable of holding

- ☐ .50 BMG Rifles²³;
- ☐ Magazines capable of holding more than 10-rounds²⁴;
- ☐ Machineguns²⁵;
- ☐ Multiburst trigger activators²⁶;
- ☐ Short-barreled rifles and shotguns²⁷;
- ☐ Silencers²⁸; and,
- ☐ Zip guns.²⁹

c. Recordkeeping and Inspection Requirements

California licensed firearm dealers are also subject to numerous recordkeeping requirements for the purposes of ensuring their compliance with all applicable federal, state, and local firearm laws.³⁰ In connection with these requirements, ATF routinely conducts inspections of FFLs who must produce records (in a permanently bound book kept on premises) to ensure FFLs comply with the Gun Control Act of 1968 prevent the diversion of firearms from lawful commerce to the illegal market, ensure successful tracing of firearms, and to protect the public.³¹ BOF also conducts routine audits of California licensed firearms dealers separate from ATF inspections.³² The purpose of such on-site inspections is to determine compliance with California firearm laws, including firearm transfer requirements, record keeping requirements, and facility requirements. The myth that persons are buying illegal firearms from retailers is completely false.

All California licensed firearm dealers must ensure that the agent conducting the inspection has “reasonable access to all firearms transaction records, the firearms inventory, security features, and all areas within the business premises to which the DOJ representative may need access to conduct the inspection.”³³ What’s more, upon request by the agent, a California licensed firearms dealer must make

more than ten rounds, and rifles with an overall barrel length of less than 30 inches. Cal. Penal Code §§ 30510-30515. Possession of any of these firearms by a dealer requires a special permit which is generally only issued for the sole purpose of sale or transfers to law enforcement.

²³ Cal. Penal Code §§ 30525-31115.

²⁴ Cal. Penal Code §§ 32310-32455.

²⁵ Cal. Penal Code §§ 32610-32750.

²⁶ Cal. Penal Code §§ 32900-32990.

²⁷ Cal. Penal Code §§ 33210-33320.

²⁸ Cal. Penal Code §§ 33410-33415.

²⁹ Cal. Penal Code §§ 33600-33690. A “zip gun” is any weapon or device that was not imported as a firearm, was not originally designed to be a firearm, was not subject to applicable firearm taxes, and was made or altered to expel a projectile by the force of an explosion or other form of combustion. Cal. Penal Code § 17360.

³⁰ See Cal. Penal Code §§ 28100-28490.

³¹ See Bureau of Alcohol, Tobacco, Firearms and Explosives, *Fact Sheet- Federal Firearms Compliance Inspections and Revocation Process*, <https://www.atf.gov/resources-center/fact-sheet/fact-sheet-federal-firearms-compliance-inspections-and-revocation-process> (March 2016).

³² Cal. Penal Code § 26720.

³³ Cal. Code Regs., tit. 11 § 4022 (b).

available all dealer licenses and permits, locate firearms that are in the 10-day waiting period, clarify or explain any illegible, unclear, or conflicting entries in any records, and identify the type and location of security measures and devices used at the business premises.³⁴

III. A MORATORIUM ON FIREARM RETAILERS WILL NOT PROTECT—AND MAY EVEN BE DETRIMENTAL TO—THE PUBLIC HEALTH, SAFETY OR WELFARE

State law permits local jurisdictions to adopt interim ordinances such as a moratorium prohibiting a use that is in conflict with a general plan, specific plan, or zoning proposal that the city plans to study within a reasonable time.³⁵ Such ordinances, however, may only be adopted following a four-fifths vote of the City Council, and must contain a finding that there is a current and immediate threat to the public health, safety, or welfare.³⁶ But a moratorium on firearm retailers for the City will not serve to protect the public health, safety, or welfare of residents. In fact, it could be said that such a moratorium will actually be detrimental to those interests for a number of reasons.

For one, California law generally requires all firearm sales or transfers to be processed by a California licensed firearms dealer.³⁷ As shown above, California licensed dealers are subjected to numerous and comprehensive restrictions relating to the sale or transfer of such firearms. California licensed firearm dealers, who are subjected to routine audits by ATF and DOJ, must ensure that all firearm transactions are processed in accordance with California law.

There are already several firearm retailers in the City. Should the city enact a moratorium and prohibit new retailers from opening, it will be stifling the options available to residents to lawfully sell or transfer their firearms and ensure prospective purchasers pass the required background check.

What's more, California licensed firearm dealers can provide residents with information regarding California's numerous and complex firearm laws. They serve as a key source of information for residents regarding the skills, knowledge, and attitude necessary for the safe handling, storage, and use of firearms, and provide information on how prospective and current firearm owners can seek out additional training opportunities that exceed California's requirements for the purchase of a firearm. As a result, enacting a moratorium is detrimental to the City's purported goals of public health, safety, and welfare of the City's residents.

IV. CONCLUSION

Our clients understand the need to combat the criminal misuse of firearms and to prevent accidental injuries. To that end, they have a number of programs available to the City upon request. These include firearm safety training, the Eddie Eagle GunSafe® Program, the National School Shield Program, and youth-specific programs designed to teach firearm safety and responsibility. Each of these programs have proven to reduce accidental gun deaths and promote public safety—more so than any gun-control law can hope to achieve. Instead of adopting a moratorium on firearm retailers, we ask the City to consider such alternatives.

³⁴ Cal. Code Regs., tit. 11 § 4022 (b) (1-4).

³⁵ Gov. Code § 65858.

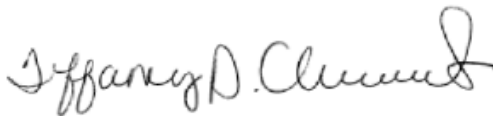
³⁶ *Id.*

³⁷ Cal. Penal Code § 27545.

Hon. Tim Flynn- Letter of Opposition
November 19, 2018
Page 8

For these reasons, we strongly encourage the City Council to reject any proposed moratorium on firearm retailers. If you have any questions or concerns regarding the content of this correspondence, please feel free to contact us at your convenience.

Sincerely,
Michel & Associates, P.C.

A handwritten signature in dark ink, appearing to read "Tiffany D. Cheuvront". The signature is fluid and cursive, with a large, stylized initial 'T'.

Tiffany D. Cheuvront

Cc: Stephen Fischer, City Attorney
Leanne.daly@oxnard.org



Temporary Moratorium on New Business for Firearm and Ammunition Sales

Richard Petropulos

Tue, Nov 20, 2018 at 3:31 PM

To: cityclerk@oxnard.org

Oxnard City Council,

I am opposed to any moratorium placed on any business to restrict the sale of firearms or ammunition in Oxnard. As you know firearms and ammunition sales are already heavily regulated and to prevent any new business from engaging in the lawful business practice of selling firearms or ammunition will do nothing to prevent a tragedy like the one that recently occurred in Thousand Oaks. Please do not over react to recent events by creating a temporary moratorium that really does nothing but prevent legitimate business activity and sales tax revenue for Oxnard.

Thank you,
Richard Petropulos



Firearms Urgency Moratorium

1 message

Kirk Prouse <kirk@callasr.com>

Tue, Nov 20, 2018 at 3:50 PM

To: "cityclerk@oxnard.org" <cityclerk@oxnard.org>

City of Oxnard,

As an Oxnard resident for 60 years and a business leader in the County, I strongly oppose this moratorium. I'm unable to attend the meeting but will be watching as closely as possible. This is an infringement on the rights of business owners and residences of this community. Regardless of your stance on gun control this is a serious business issue and is certainly unfair business practices. Please list my strong opposition for all to see!

Respectfully,

Kirk Prouse CR

 asr new logo water-fire2

Kirk Prouse CR, CEO/President

ASR Property Restoration

1830 Lockwood Street Suite 107 Oxnard, CA. 93036

O: 805-988-1040 **C:** 805-701-9285 **F:** 805-988-8887

24 Hour Toll Free Hotline **877-988-1040**

www.asr-construction.com



PROPOSED MORATORIUM ON FIREARMS SALES

Don Russell

To: cityclerk@oxnard.org

Tue, Nov 20, 2018 at 4:01 PM

I WOULD LIKE TO MAKE YOU AWARE THAT I AM STRONGLY OPPOSED TO THE PROPOSED MORATORIUM ON FIREARMS SALES.

FIREARM DEALERS ARE ALREADY ONE OF THE MOST HIGHLY REGULATED BUSINESS' IN THE STATE, AND SOME ARE ALREADY OPERATING **LAWFULLY** IN THE AREA. TO FURTHER REGULATE THEM WOULD SERVE TO REDUCE COMPETITION AND WOULD NOT HAVE ANY POSITIVE AFFECT ON THE CITIZENS OF OXNARD OR VENTURA COUNTY.

THANK YOU

DONALD T. RUSSELL JR.

CERTIFIED PUBLIC ACCOUNTANT



No New Gun Stores

robert ross

Tue, Nov 20, 2018 at 4:40 PM

To: cityclerk@oxnard.org

This is a ridiculous idea and completely an infringement on my 2A rights. Stuff like this is why incumbents get voted out on their next term.

Robert Ross
Oxnard Resident of 15 years



gun store moratorium

Collin Jensen

Tue, Nov 20, 2018 at 4:44 PM

Reply-To: Collin Jensen

To: "cityclerk@oxnard.org" <cityclerk@oxnard.org>

I am very much opposed to a moratorium on banning new firearms stores in Oxnard. Honest people legally purchasing firearms is not a problem.

Collin Jensen



Virus-free. www.avast.com



Ammunition moratorium

1 message

Holley Eubank

To: cityclerk@oxnard.org

Tue, Nov 20, 2018 at 7:55 PM

Michelle Asencion

Mass shootings are a direct result of misguided & very public "Gun Free Zones". Disarming law abiding good guys will only lead to more shootings.

Please see this link for a comprehensive study. <https://www.rand.org/research/gun-policy/analysis/concealed-carry/violent-crime.html>

Remember crimes are committed by law breakers. More restrictions on law abiding citizens right to carry only emboldens the bad guys by improving there odds of there success.

Sincerely

Holley Eubank



New Ordinance

1 message

'Tom Gollihugh' via City Clerk <cityclerk@oxnard.org>

Tue, Nov 20, 2018 at 8:39 PM

To: "cityclerk@oxnard.org" <cityclerk@oxnard.org>

I stand against this proposed new gun store ordinance that would stop new stores from selling guns and ammunition.
Guns are not the problem with society, it's the mentally ill.
Tom Gollihugh

[Sent from Yahoo Mail on Android](#)



Ban on firearms retailers

1 message

brandon riley

Tue, Nov 20, 2018 at 10:03 PM

To: "cityclerk@oxnard.org" <cityclerk@oxnard.org>

This is ridiculous! Oxnard harbors illegal aliens within the city, now you want to go after law bidding citizens that have the right to bear arms. Also needing these jobs to support their families. Your beliefs and idiotatic ways of pushing non american laws on good citizens in this area is really becoming despicable. Stop wasteing your time going after citizens and do something about illegals (that dont pay taxes) and the illegal guns on the streets!



Firearms retailers

1 message

Jeffrey Cagnacci

Tue, Nov 20, 2018 at 10:05 PM

To: cityclerk@oxnard.org

Please understand that it is increasingly more difficult to find retailers that can accommodate firearms enthusiasts. We are not gun nuts, we shoot at gun ranges and hurt no one. We are being demonized as zealots and extremists but we are simply people with a hobby. Thank you for your understanding. I mean it it means a lot .

Sent from my iPhone



New Firearm Vendors in Oxnard

1 message

Sharon & Steve Maggipinto

Tue, Nov 20, 2018 at 10:56 PM

To: cityclerk@oxnard.org

To whom it may concern,

Please accept my objection to the restriction of opening new firearm stores in Oxnard. This restricts the field of competition to which I am firmly against. I enjoy the sports of shooting and hunting and feel this ordinance would infringe on my freedom to participate by increasing the cost of doing so caused by the elimination of competition.

Sincerely,

Steve and Sharon Maggipinto



Firearm & ammunition moratorium

1 message

Chiatello family

To: cityclerk@oxnard.org

Tue, Nov 20, 2018 at 11:13 PM

As a lawful California firearms owner, I want to voice my opposition to Tuesday's November 27th "urgency" ordinance which would impose a "temporary" moratorium prohibiting any new retail firearm and ammunition businesses from opening in the City by the Oxnard City Council.

Firearm and ammunition businesses are one of the most regulated businesses, especially in California and, as such, pose little or no risk to the public. As such, prohibition of like businesses or making requirements over and above state and/or federal levels is superfluous and an unnecessary restriction.

Sent from my mobile device.



Firearms Regulations

1 message

Wed, Nov 21, 2018 at 2:53 AM

To: cityclerk@oxnard.org

Cc: Guy

To Oxnard City Clerk,

I am a resident of Oxnard in the Sierra Linda Neighborhood. I am, as a matter of fact, the Sierra Linda Neighborhood Watch Captain, although this commentary does not represent the SL Neighborhood Council, of which I am of course, a member. I, as a Second Amendment supporter, am against any more gun or gun store regulation for this city. The second Amendment GUARANTEES we Americans the right to bear arms and the proposed controls on new gun stores is an abridgement of that right! I am against any more regulation of new or old gun stores here. In my opinion, none of these actions will affect the criminals that want to use guns for mayhem or other criminal activity. If a criminal wants a gun or ammo for nefarious activity, they can always go to the black market. California is one of the most regulated states as far as gun control and nothing's changed in years. Maybe we need to try looking at mental health a little closer but let's not overburden law abiding gunowners and stores! Dan Lechlitter



Moratorium on gun retailers

1 message

'Jack Plasmyer' via City Clerk <cityclerk@oxnard.org>

Wed, Nov 21, 2018 at 8:05 AM

Reply-To: Jack Plasmyer

To: cityclerk@oxnard.org

I am a business owner in this county, and a CCW holder, this is not a gun issue, it is a mental health issue, let's spend more resources on that topic, believe it or not we would not have the freedom's we enjoy without the second amendment. California has the toughest gun laws in the country, do you really want to keep firearms out of the hands from responsible citizens.



NO to Moratorium Banning New Stores From Selling Firearms and Ammo

1 message

Marv C

Wed, Nov 21, 2018 at 8:13 AM

To: cityclerk@oxnard.org

Mrs. Ascension,

I am a taxpaying, law abiding citizen (no criminal record), who would only suffer if this Moratorium Moratorium Banning New Stores From Selling Firearms and Ammo. The criminals would benefit because law abiding citizens would be less equipped. Criminals/Gangs are already procuring guns illegally. Just like illegal drugs, making it hard to obtain does not slow them down. Ever notice that these mass shootings are occurring in gun-free zones? Criminals are smart enough to know they can rob/rape/kill a lot easier when their victims are unarmed. Police are not paid bodyguards and there are much more bad guys in Oxnard than Oxnard Police.

How am I going to defend my family if you take away the resource of a Firearms Store? When seconds count, the police are minutes away. It's simple, if we disarm law abiding citizens --> they have no ability to protect themselves --> criminals know this and use their illegally procured gun on them --> crime occurs (someone is robbed/rapped/killed) --> police show up after the crime has occurred --> only the law abiding Oxnard Citizen suffers --> crime increases in Oxnard because we cannot protect ourselves and loved ones.

Oxnard does not have a gun violence issue, we have a HUGE gang violence issue, and we all know this. I know this because I have been living in Oxnard since the 70's, I graduated from Oxnard High School in '91. A few suggestions: keep the gang injunction, increase patrols, increase youth outreach programs, increase the jail time for "straw purchases" and stop trying to prohibit law abiding citizens from protecting themselves by taking away new local guns stores, please.

All the moritorium will do is hurt the good people of Oxnard and help the gangs/criminals of Oxnard. A moritorium will make us look bad because it's a poor decision, increase crime, make the upper/middle class move to Camarillo or Thousand Oaks, decrease the tax revenue coming in, hurt City of Oxnard's reputation.

Thank you for listening.

Concerned and Long time Oxnard Law Abiding Citizen,
Marvin Camilon



Firearms Retail Moratorium

1 message

Rick Kehoe

Wed, Nov 21, 2018 at 9:14 AM

To: cityclerk@oxnard.org

I am opposed to the proposed Firearms Retail Moratorium. Thank you.

Rick Kehoe



Proposed Moratorium

1 message

Paul Sorensen

Wed, Nov 21, 2018 at 11:38 AM

To: cityclerk@oxnard.org

I am writing to register my opposition to the proposed temporary or permanent zoning moratorium that would restrict the legal right for any new gun stores to open in the city of Oxnard. Thank you.



Firearm sales ban

1 message

Skip Remley

To: cityclerk@oxnard.org

Wed, Nov 21, 2018 at 11:55 AM

To place a ban of this nature is an effort by antigun activist to create a path to the permanent ban on gun and should not be considered. If you want to do something to stop the shootings then do better back round checks and and allow more qualified people to carry concealed. I guaranty that if someone in the in Thousand Oaks had been carrying a concealed weapon the shooting would have ended with a lot fewer lives being lost.

Skip Remley



Gun sales

1 message

RICHARD

Wed, Nov 21, 2018 at 11:14 AM

To: "cityclerk@oxnard.org" <cityclerk@oxnard.org>

Legal gun sales will not stop shootings in the city of Oxnard. Spend more time on mental health programs and gang activity.

Richard George

I vote

Sent from Mail for Windows 10

Urgency Ordinance- Moratorium on Firearms Retailers

City Attorney's Office
Oxnard Police Department

Discount Guns

834 W. Wooley
Road

- A new retail store, “Discount Guns”, was planned for the 800 block of West Wooley Road.
- The proposed location was in a C2PD (General Commercial-Planned Development) zone less than 100 feet from a residential neighborhood and less than 500 feet from Haydock Academy of Arts & Sciences.
- It now appears this proposed retail store is no longer planning to open.
- Oxnard City Code nor state or federal law currently include health and safety performance standards or location restrictions for gun stores or other retail establishments selling firearms and ammunition.

Current Oxnard Firearms & Ammunition Retailers

- Dick's Sporting Goods (Firearms & Ammunition)
- Big 5 Sporting Goods (Firearms & Ammunition)
- Turner's Outdoorsman (Firearms & Ammunition)
- B&G Guns (Firearms & Ammunition)
- Zev Technologies (Firearms Only)
- Walmart (Ammunition Only)

Federal Firearms Licensees

- Burglaries of federal firearms licensees (FFL) have increased 70.7% since 2013.
- Firearms stolen during FFL burglaries have increased over 133% since 2013 with 7,841 firearms being stolen in 2017.
- This data highlights the need for zoning and security requirements for firearms retail establishments.

Urgency Ordinance

- Government Code Section 65858 authorizes the City Council to adopt an interim urgency ordinance prohibiting any land use that may cause a current and immediate threat to the public health, safety, or welfare.
 - Initially effective for 45 days
 - Requires a four-fifths vote of the City Council.
 - Extensions can be granted but no interim moratorium ordinance can be extended beyond a two-year period.

Current City of Oxnard Zoning Regulations

- Currently, retail firearms businesses or department stores selling firearms may locate anywhere in the C-2 zone (or CVC sub-zone, with an administrative development review permit), regardless of proximity to residential zones, parks, or schools.
- Unlike other uses that raise health and safety concerns (e.g. alcohol sales), there is no mechanism to review and impose reasonable conditions on the operation of such businesses.

Options for Further Discussion

- Should the City impose locational restrictions on new gun stores and retail establishments that sell firearms or ammunition? For example, adult-oriented businesses must be a minimum of 1000 feet from any residential district, school, religious institution, public park and another adult-oriented business.
- Should the City distinguish between a gun store, whose primary business purpose is to sell guns and gun-related merchandise (ammunition, gun safes, etc.) and a retail establishment that primarily sells sporting goods and devotes a minor portion of the retail floor space to gun display and sales (Big 5 Sporting Goods, Dicks Sporting Goods, etc.)?

Options for Further Discussion

- As part of its review of the City's Zoning Ordinance, should the City consider health and safety performance standards for new gun stores and retail establishments that sell firearms? Other cities require security plans, operational requirements and high levels of perimeter construction to prevent break-ins.
- Should the City require a Special Use Permit process for new gun stores and retail establishments that sell firearms or ammunition?

Recommendation

- Staff recommends that the City Council adopt the Urgency Ordinance. A 4/5th vote of the City Council is required to enact the Urgency Ordinance. The Ordinance will be in effect for a period of up to 45-days and it is possible for the City Council to extend it for a total moratorium period of two years as authorized by state law. Staff will prepare an item for the City Council to consider a time extension of the Ordinance for the January 8, 2019 City Council Meeting.

QUESTIONS?

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Public Hearing

AGENDA ITEM NO.: 2

DATE: November 27, 2018

TO: City Council

FROM: Ashley Golden
Development Services Director

SUBJECT: Planning and Zoning Permit No. 17-300-08 (Tentative Subdivision Map for Tract No. 6004), for the Undeveloped Property Between Town Center Drive and North Ventura Road, Within the RiverPark Specific Plan Area. Filed by Ann Walsh, 2751 Park View Court, Suite 261 Oxnard, CA 93036 (5/5/10)

CONTACT: Ashley Golden, Development Services Director
Ashley.Golden@oxnard.org, (805) 385-7882

RECOMMENDATION:

That the City Council adopt a resolution approving Planning and Zoning Permit No. 17-300-08 (Tentative Subdivision Map for Tract No. 6004), subject to certain findings and conditions.

BACKGROUND

The project consists of a request to subdivide an existing 5.76 acre undeveloped parcel, located within the RiverPark Specific Plan (RPSP) area, into six (6) lots for future commercial uses. The project also includes a City-initiated proposal to vacate 240 square feet of excess public right-of-way on the southwest corner of Oxnard Boulevard/Town Center Drive and .26 acres of public right-of-way on the southeast corner of North Ventura Road/Town Center Drive.

The proposed subdivision is located within District C of the RPSP, with a land use designation of Commercial Convention Hotel (CCH). District C allows for a variety of commercial land uses including, but not limited to, hotels, restaurants, financial institutions, and commercial retail. Though future development is anticipated, no development is proposed as part of the tentative map. The proposed lots are located directly to the north of properties approved for the development of two multi-story hotels and an assisted living facility known as "Oakmont Senior Living" (see Attachment B – Tentative Tract Map).

On October 18, 2018 the Planning Commission considered and voted 5-1, with one (1) Commissioner absent, to recommend approval to City Council of the proposed subdivision and established a finding of consistency that the proposed City-initiated vacation of public right-of-way is consistent with the 2030 General Plan (see Attachments C and D, Planning Commission Staff Report and Resolution 2018-29). One Commissioner voted in opposition to this matter with concerns that the City should be financially reimbursed for vacating the public right of way which he felt was a financial asset to the City. No members of the public attended or spoke at the Planning Commission hearing regarding this matter. A Community Workshop was not held for the proposed project, because no development is proposed with this request.

ANALYSIS

The proposed subdivision will create six (6) lots that range in size from .61 to 1.18 acres. Development of the proposed lots would be subject to the development standards contained in the RPSP. Future development of the lots would be approved as a Design Development Review permit and are anticipated to be commercial in nature.

Additionally, a .26 acre and 240 square foot City initiated street vacation is proposed to support the planned modifications to the intersection of North Ventura Road and Town Center Drive. The City initiated this street vacation to enhance vehicle and pedestrian safety. The City does not own the land under this public right-of-way which is proposed to be vacated as part of this action. The City only retains the rights to the public right-of-way that was previously dedicated. Therefore, the proposed vacation would abandon the rights to that easement that was granted at that time and revert control of the areas back to the underlying property owner. There is no financial cost to the City due to the vacation because the City did not originally hold title to the two areas which will be vacated.

STRATEGIC PRIORITIES

This agenda item indirectly supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This item supports the following goals and objectives:

Goal 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.

Goal 2. Enhance business development throughout the City.

Objective 2a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.

FINANCIAL IMPACT

RiverPark Landing Tentative Subdivision Map for Tract No. 6004 (PZ No. 17-300-08) / (5/5/10)

November 27, 2018

Page 3

The approval of the map paves the way for future development that will result in increased property tax revenue to the City.

ATTACHMENTS:

Attachment A: City Council Resolution - The Landing Subdivision, PZ 17-300-08

Attachment B: Tentative Tract Map 6004

Attachment C: Planning Commission Staff Report, PZ 17-300-08

Attachment D: Planning Commission Resolution No. 2018-29

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 17-300-08 (TENTATIVE TRACT MAP 6004), A REQUEST TO SUBDIVIDE AN EXISTING UNDEVELOPED PARCEL INTO SIX LOTS FOR FUTURE DEVELOPMENT ON PROPERTY LOCATED ON THE SOUTH SIDE OF TOWN CENTER DRIVE, BETWEEN NORTH VENTURA ROAD AND OXNARD BOULEVARD, AND CITY VACATION OF .26 ACRES OF PUBLIC RIGHT-OF-WAY LOCATED ON THE SOUTHEAST CORNER OF TOWN CENTER DRIVE AND NORTH VENTURA ROAD AND 240 SQUARE FEET OF PUBLIC RIGHT-OF-WAY LOCATED ON THE SOUTHWEST CORNER OF NORTH OXNARD BOULEVARD AND TOWN CENTER DRIVE, WITHIN DISTRICT C OF THE RIVERPARK SPECIFIC PLAN. FILED BY DESIGNATED AGENT ANN WALSH ON BEHALF OF THE PROPERTY OWNER, RIVERPARK LANDING, LLC, 2751 PARK VIEW COURT, SUITE 261, OXNARD, CA 93036.

WHEREAS, on November 30, 2017, Ann Walsh, (the “**Applicant**”), submitted a request to subdivide an existing undeveloped parcel located on the south side of Town Center Drive between North Ventura Road and Oxnard Boulevard; 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 recommending approval thereof, subject to certain conditions, and the staff report for the subject matter; and

WHEREAS, on November 27, 2018, the City Council of the City of Oxnard (“**City Council**”) conducted a duly noticed public hearing to consider the Applicant’s request to approve Planning and Zoning Permit No. 17-300-08 (Tentative Tract Map), to subdivide an existing undeveloped parcel into six lots and City vacation of 240 square feet of public right-of-way at the southwest corner of Oxnard Boulevard/Town Center Drive and .26 acres at the southwest corner of N. Ventura Road/Town Center Drive (the “**Project**”) in accordance with Chapter 15 “Subdivisions” of the City Code; and

WHEREAS, the Planning and Environmental Services Division has completed an environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and the Environmental Impact Report No. 00-03 that was prepared to analyze potential impacts associated with the approval and implementation of the RiverPark Specific Plan and the anticipated build out and occupancy of the 701-acre specific plan area is still in effect, and therefore the Project is exempt from further CEQA review per Section 15305, Class 5 “Minor Alterations in Land Use Limitations”.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

Resolution No. 2018-XX
 PZ 17-300-08 (TTM)
 November 27, 2018

SECTION 1. Based on the entire record before the City Council and all written and oral evidence presented, including the City Council Staff Report and all attachments thereto, the City Council finds:

- (1) **The proposed project and associated public right-of-way vacation is in conformance with the City of Oxnard Land Use Plan and the elements thereof and other adopted standards.**

The proposed project is consistent with the 2030 General Plan, and the elements thereof and other adopted standards, as discussed in Section 5 of the Planning Commission Staff Report attached herein.

- (2) **The proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.**

The proposed project does not involve the construction of buildings or specific land uses at this time. The proposed Subdivision is consistent with the Chapter 7 “Implementation” of the RPSP and will accommodate for future land uses allowed in Planning District C. Future construction and land uses will be subject to proper City review, including DAC review, in accordance with the RPSP and will be conditioned to comply with applicable Building and Fire Codes.

- (3) **The site for the proposed subdivision is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and all items required by the conditions of approval.**

As proposed the lots are adequate in size and shape to accommodate future building size, parking, landscaping, and other applicable building standards, because the lots are subject to development standards of the RPSP which include parking, setbacks, landscaping, height, building design, and other standards that were previously reviewed and approved by the City when the RPSP was approved.

- (4) **The site for the proposed use will be served by streets and highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.**

The proposed Project will be served by the existing street system, and the vacation of City public right-of way will support the redesign of the intersection of North Ventura Road and Town Center Drive that will enhance the safety and capacity of vehicles traveling to the area to access the proposed lots when they are developed in the future.

- (5) **The site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.**

Resolution No. 2018-XX
 PZ 17-300-08 (TTM)
 November 27, 2018

The proposed Subdivision is part of the RPSP which addressed the provision of adequate sewage, water, fire protection and storm drainage facilities at the time it was reviewed and approved and an EIR was certified addressing impacts to these services. While this project does not involve the construction of buildings and onsite improvements, future development of the individual lots will be conditioned to comply with all applicable requirements and standards as to these utility services, including stormwater quality requirements.

SECTION 2. The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that the Project is consistent with the RiverPark Specific Plan, the certified Final EIR and is therefore exempt from further CEQA review, per Section 15305, Class 5. The Planning and Environmental Services Division is hereby authorized and directed to file a Notice of Exemption with the Ventura County Clerk pursuant to Section 15602 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of this Resolution.

SECTION 3. The City Council determines that the proposed City public right-of way vacation is necessary for the planned modification to the intersection of North Ventura Road and Town Center Drive to enhance the safety of pedestrian, bicycle, and vehicle traffic in that immediate vicinity; and is consistent with the City General Plan Circulation Element (Goal ICS-2 and Policy ICS-2.6).

SECTION 4. Based on the findings set forth herein, the City Council hereby approves Planning and Zoning Permit 17-300-08 (TTM), subject to the attached conditions of approval.

SECTION 5. The Secretary shall certify the adoption of this Resolution.

STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

Resolution No. 2018-XX
 PZ 17-300-08 (TTM)
 November 27, 2018

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, G-1).
2. This permit is granted for the plans on file with the Planning Division. The Final Map shall conform to these plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning Manager or a major modification to the plans is approved by the Planning Commission. A major modification shall be required for substantial changes, including changes to the Project Conditions. (PL, G-2)
100.
3. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
4. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit. If there is a conflict between the CC&Rs and this permit, this permit shall prevail. (CA, G-7)
5. Developer shall complete the "Notice of Land Use Restriction and Conditions" form, using the form provided by the City for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed signed and notarized document, together with the required fees to the Planning Manager (PL, G-8)

DEVELOPMENT SERVICES DEPARTMENT STANDARD CONDITIONS

6. Developer agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Developer's expense, City and its agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided for in Government Code Section 66499.37, to attack, review, set aside, void or annul the approval of this resolution or to determine the reasonableness, legality or validity of any condition attached thereto. City shall promptly notify Developer of any such claim, action or proceeding of which City receives notice, and City will cooperate fully with Developer in the defense thereof. Developer shall reimburse City for any court costs and attorney's fees that City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Developer of the obligations of this condition. Developer's acceptance of this resolution or commencement of construction or operations under this resolution shall be deemed to be acceptance of all conditions thereof. (DS-18)
7. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)

*Resolution No. 2018-XX
PZ 17-300-08 (TTM)
November 27, 2018*

8. Prior to approval of the final map or parcel map, Developer shall provide the City Engineer with written evidence from the Ventura County Clerk's Office that Developer has executed and filed with the Clerk all certificates, statements and securities required by Government Code Sections 66492 and 66493. (DS-26)
9. Prior to release of the final map or parcel map for recordation, Developer shall provide the City Engineer with a 100-scale base map for addressing purposes. The map shall be drawn on 18-inch by 24-inch mylar and shall show the standard address map title block, north arrow, street names, tract number, phase boundary and lot numbers. The City will assign all addresses. (DS-56)
10. Prior to release of the final map or parcel map for recordation, Developer shall post security satisfactory to the City Attorney guaranteeing that all survey monuments will be set as required by the Government Code and the City Code. (DS-57)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

11. Developer shall dedicate a public utility easement (PUE) to the City over the right-of-way being vacated near the intersection of Ventura Road and Town Center Drive such that all existing underground utilities within the vacated right-of-way may remain in place unless relocation is specifically approved by the Development Services Manager. (DS)
12. The final map may not be recorded until construction plans have been approved and a permit issued for the improvements required by conditions 51, 52, and 53 of the resolution of approval for PZ16-200-04. These conditions require modifications to Ventura Road and Town Center Drive to eliminate the existing free right turning movement on northbound Ventura Road and construction of a right turn pocket on Town Center Drive serving the future development. (DS)
13. Developer shall modify the proposed slope access easement to: A) Extend to Town Center Drive along a proposed vehicular drive aisle (may be blanket in nature); and B) eliminate the slope easement along the portion of the slope that is within the vacated right-of-way. All slopes outside of dedicated right-of-way shall be perpetually maintained by the underlying property owner. (DS)
14. The proposed slope easement shall be relocated to be within the borders of the final map or the slope easement may be dedicated to the City by separate instrument if approved by the Development Services Manager. (DS)
15. Prior to recordation of the final map, Developer shall provide a draft cross-lot drainage easement (agreement) for any lot that discharges stormwater onto an adjacent parcel. The document shall be recorded concurrent with the final map and a copy provided to the City. (DS)
16. Prior to recordation of the final map, Developer shall provide the City with a draft reciprocal access easement to the benefit of lots 1, 2, 5 and 6 that provides these lots with unobstructed vehicular access to public roadways without requiring additional curb cuts. The document shall contain language that requires City of Oxnard concurrence for elimination of the access

*Resolution No. 2018-XX
PZ 17-300-08 (TTM)
November 27, 2018*

rights. The document shall be recorded concurrent with the final map and a copy provided to the City. These lots are unlikely to obtain approval for any driveways along their public streets frontages. (DS)

PLANNING DIVISION STANDARD CONDITIONS

17. An approved tentative map shall expire thirty-six (36) months after its approval, unless an extension is applied for and approved by the City Council pursuant to Section 15-46 of the City's Subdivisions Code.

PASSED AND ADOPTED THIS 27th day of November, 2018 by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

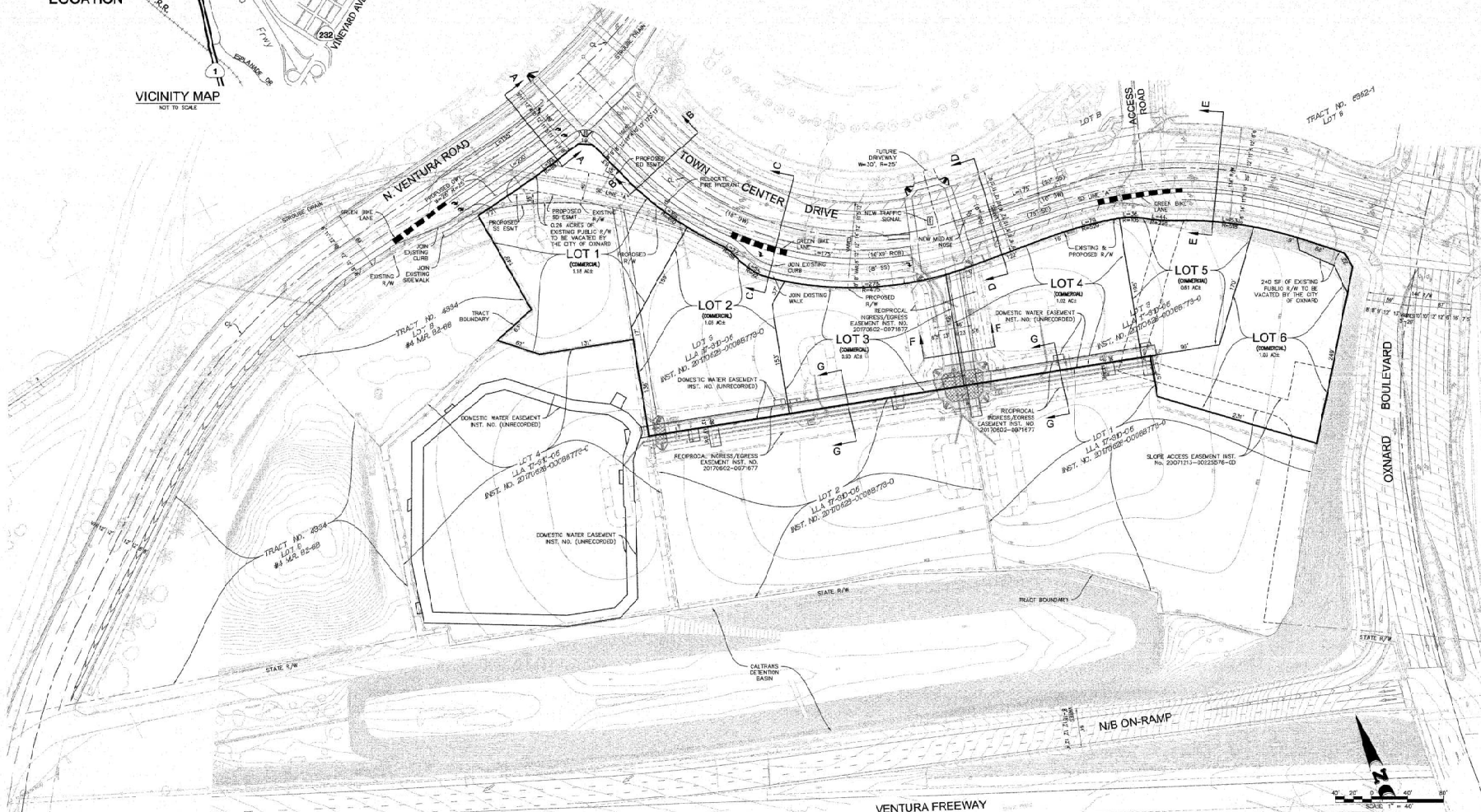
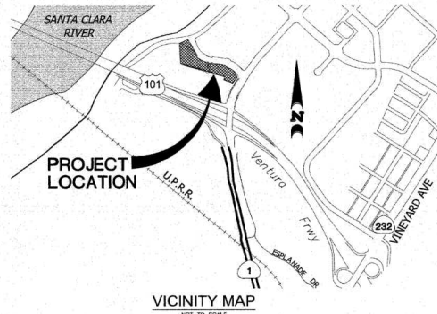
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

TENTATIVE TRACT NO. 6004

THE LANDING AT RIVERPARK IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA 6 NUMBERED LOTS



NOTES

- EXISTING LAND USE: BARE LAND AND EXISTING PUBLIC ROADWAY
- PROPOSED ZONING: CITY OF OXNARD "RIVERPARK" SPECIFIC PLAN
- EXISTING ZONING: CITY OF OXNARD "RIVERPARK" SPECIFIC PLAN
- ADJACENT LAND: NORTH: EXISTING TOWN CENTER DRIVE AND EXISTING COMMERCIAL; SOUTH: EXISTING VENTURA FREEWAY; EAST: EXISTING OXNARD BOULEVARD AND EXISTING COMMERCIAL; WEST: EXISTING VENTURA ROAD AND EXISTING SANTA CLARA RIVER
- SANITARY SEWER SERVICES PROVIDED BY THE CITY OF OXNARD. SANITARY SEWER SYSTEMS SHOWN HEREON ARE TO BE PRIVATELY OWNED AND MAINTAINED.
- DOMESTIC WATER SERVICES PROVIDED BY THE CITY OF OXNARD. DOMESTIC WATER SYSTEMS SHOWN HEREON ARE TO BE PRIVATELY OWNED AND MAINTAINED.
- RECYCLED WATER SERVICES PROVIDED BY THE CITY OF OXNARD. RECYCLED WATER SYSTEMS SHOWN HEREON ARE TO BE PRIVATELY OWNED AND MAINTAINED.
- ALL PROPOSED UTILITIES ARE TO BE UNDERGROUND: ELECTRIC: THE LEO COMPANY; SOUTHERN CALIFORNIA EDISON CO.; TELEPHONE: SOUTHERN CALIFORNIA EDISON CO.; CABLE TELEVISION: JONES INTERCHANGE INC.
- DRAINAGE SYSTEM WILL BE DEVELOPED IN ACCORDANCE WITH THE CITY OF OXNARD STANDARDS. DRAINAGE SYSTEM SHOWN WITHIN PRIVATE STREETS ARE TO BE PRIVATELY OWNED AND MAINTAINED.
- PROJECT SITE IS WITHIN THE "NO SCHOOL DISTRICT"
- STREET IMPROVEMENTS SHOWN HEREON SHALL MEET THE REQUIREMENTS OF THE CITY OF OXNARD STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION.

LEGAL DESCRIPTION

LOT 3 OF LLA 17-350-06 INSTRUMENT NUMBER 20070026-0008373-0 TOGETHER WITH PORTIONS OF EXISTING PUBLIC ROAD, HIGHWAY 101, FOR PORTION VENTURA ROAD AND TOWN CENTER DRIVE, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA.

EARTHWORK SUMMARY

RAW CUT	SOIL	FILL
1,500 CY	1,500 CY	1,500 CY
TOTAL		

ASSESSORS PARCEL NUMBERS

132-0-100-275	132-0-100-275
132-0-100-280	132-0-100-280
132-0-100-285	132-0-100-285

BENCH MARK

COUNTY OF VENTURA SURVEY MARK RECORDED "A" SURVEY MARK ON DATUM: 24.00M BENCH MARK: "A" 250 125" AT 1.5' MILES NORTH ALONG THE SOUTHERN PACIFIC RAILROAD FROM THE STATION AT OXNARD, AT CONCRETE BRIDGE ACROSS OXNARD RIVER, 32.4' N. 89.0° E. IN THE TOP OF THE SOUTHWEST CORNER OF THE NORTHWEST CORNER, 10.0' FEET WEST OF THE SOUTHWEST CORNER, AND ABOUT 1.0' FEET LOWER THAN THE TOP RAIL.

VENTURA FREEWAY

LOT AREA SUMMARY

LOT NO.	BLANDED USE	AREA
LOT 1	COMMERCIAL	1.18 ACRES ±
LOT 2	COMMERCIAL	1.03 ACRES ±
LOT 3	COMMERCIAL	0.80 ACRES ±
LOT 4	COMMERCIAL	1.03 ACRES ±
LOT 5	COMMERCIAL	0.81 ACRES ±
LOT 6	COMMERCIAL	1.03 ACRES ±
TOTAL (DISTINCTIVE BORDER)		5.78 ACRES ±

LAND USE SUMMARY

LAND USE	ACRES	TOTAL ACRES
COMMERCIAL	5.78	5.78
TOTAL		5.78 ACRES ±

SUBDIVIDER:
RIVERPARK LANDING, LLC
C/O SDA PROPERTY MANAGEMENT CO., INC.
2091 PARK VIEW DRIVE, SUITE 201
OXNARD, CA 93030
(805) 368-7841
CONTACT: ANN WALSH

STATEMENTS OF OWNERSHIP:

THE UNDERSIGNED, DO HEREBY STATE THAT WE ARE THE OWNERS OF A PORTION OF THE PROPERTIES COMPREHENDING THE TENTATIVE TRACT MAP AND THAT WE HAVE CONSENTED TO THE SUBMISSION OF THIS MAP.

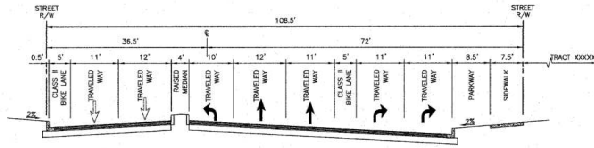
DATED THIS 10th DAY OF January, 2008.

SIGNED: *Ann Walsh* Any Public
PREPARED NAME: Developer/Owner
REL: Developer/Owner

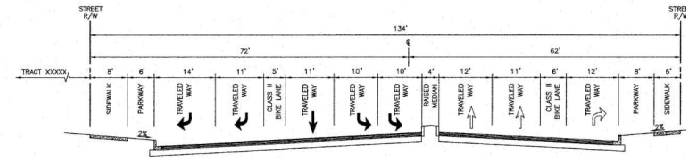
		HUITT-ZOLARS 7000 South Main Street, Suite 200 Oxnard, CA 93030 Phone: (805) 368-7841 Fax: (805) 368-7842 CONTACT: ANN WALSH		DESIGNED BY: N.H./AM CHECKED BY: AM DATE: 12/17/2007	TENTATIVE TRACT MAP NO. 6004 THE LANDING AT RIVERPARK APPROVED BY: [Signature] DATE: JANUARY, 2008	SHEET 1 DRAFT: XXXXXX
NO.	DATE	REVISIONS				

LEGEND

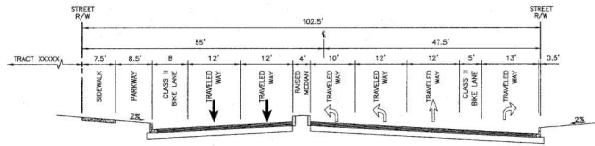
- NEW TRAFFIC STRIPING
- EXISTING TRAFFIC STRIPING



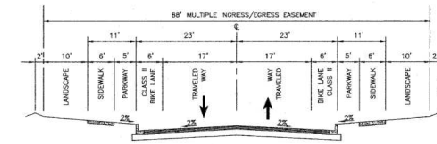
SECTION A-A
N. VENTURA ROAD NEAR TOWN
CENTER DRIVE INTERSECTION
NOT TO SCALE



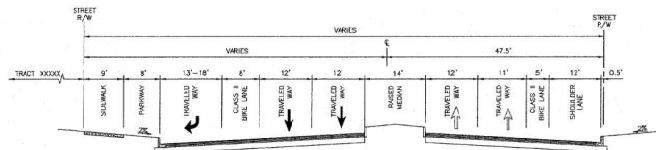
SECTION E-E
TOWN CENTER DRIVE
NOT TO SCALE



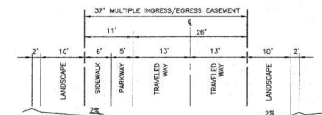
SECTION B-B
TOWN CENTER DRIVE NEAR N.
VENTURA ROAD INTERSECTION
NOT TO SCALE



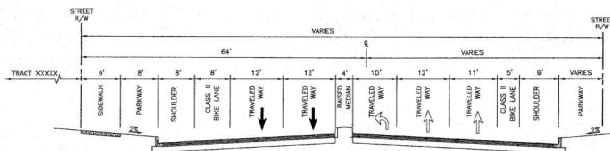
SECTION F-F
PRIVATE ACCESS ROAD 'A'
NOT TO SCALE



SECTION C-C
TOWN CENTER DRIVE
NOT TO SCALE



SECTION G-G
PRIVATE ACCESS ROAD 'B'
NOT TO SCALE



SECTION D-D
TOWN CENTER DRIVE
NOT TO SCALE



Planning Commission Staff report

To: Planning Commission

From: Veronica Ortiz-De Anda, Contract Planner

Date: October 18, 2018

Subject: Planning & Zoning Permit No. 17-300-08 (Tentative Tract Map 6004) – Subdivision of an undeveloped 5.76 acre parcel into six (6) lots for future commercial use within the area known as Planning District C of the RiverPark Specific Plan area; and City initiated street vacation of .26 acres of City public right-of-way on the southwest corner of Town Center Drive and North Ventura Road and an approximately 240 square feet (.005 acres) on the southwest corner of the intersection of Oxnard Boulevard and Town Center Drive

- 1) Recommendation:** That the Planning Commission adopts a resolution recommending approval of Planning and Zoning Permit No. 17-300-08 (TTM) to the City Council and making a finding of the General Plan consistency for the proposed street vacation, subject to certain findings and conditions.
- 2) Project Description and Applicant:** The proposed project involves a request to subdivide an existing undeveloped 5.76 acre parcel located in Planning District C within the RiverPark Specific Plan (RPSP) area into six (6) lots. A .26 acre and 240 square foot City initiated street vacation is also proposed to support the planned modifications to the intersection of North Ventura Road and Town Center Drive that will enhance vehicle and pedestrian safety. For purposes of this staff report, the foregoing project description shall be referred to as the “Project.” Filed by Ann Walsh, designated agent of RiverPark Landing, LLC, the property owner and “Applicant”.

Existing & Surrounding Land Uses: The project site is a vacant undeveloped parcel located within the RPSP area. The following table summarizes the land uses and zoning designation of the project site and adjacent properties, which are also illustrated on attachment A:

Location	Zoning	General Plan	Existing land use
Project site	RiverPark Specific Plan- Commercial Convention Hotel (CCH)	Commercial Regional (CR)	Vacant/Undeveloped
North	Public Right-of-Way (Town Center Drive)	Public Right-of-Way (Town Center Drive)	Public Right-of-Way
South	RiverPark Specific Plan Commercial: Convention/Hotel (CCH)	Commercial Regional (CR)	Vacant/Undeveloped (future site of 2 hotels)
East	Public Right-of-Way (Oxnard Boulevard)	Public Right-of-Way (Oxnard Boulevard)	Public Right-of-Way
West	CCH	CR	Oakmont Senior Living (under construction)

PZ Nos. 17-300-08 (TTM)
Hearing Date: October 18, 2018
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3) Background Information: The proposed subdivision is within Planning District C “West Corridor Commercial District” of the RiverPark Specific Plan (RPSP). Pursuant to Section 2.5.2.3 of the RPSP, Planning District C allows for commercial land uses, including but not limited to retail, restaurants, coffee shops, hotels, banking establishments, and convention facilities. In August 2018, two multi-story hotels were approved through a Development Design Review (DDR) permit (Planning & Zoning Permit Nos. PZ 17-200-07 and 17-200-08) by the Development Services Director. Their respective sites are located directly south of this project site. A portion of the private street providing access to the hotels from Town Center Drive is already constructed. Construction for the hotels is expected to begin in December 2018. Additionally, an assisted living facility known as Oakmont Senior Living (Planning & Zoning Permit Nos. 16-200-04 and 16-200-05) is currently under construction to the west of where the hotels will be located (see attachment B).

4) Environmental Determination: In accordance with the California Environmental Quality Act (CEQA), an environmental impact report (EIR No. 00-03) was prepared to analyze potential impacts associated with the approval and implementation of the RPSP and the anticipated build out of the 701-acre specific plan area. On July 16, 2002, the City Council adopted Resolution No. 12,209, upholding the Planning Commission’s decision certifying the final EIR (State Clearinghouse No. 2000051046), and adopting findings of fact, statement of overriding considerations, and a mitigation monitoring and reporting program.

Mitigation measures identified in FEIR No. 00-03 and subsequent amendments which are relevant have been included as conditions of approval. Since certification of FEIR No. 00-03 there have been no substantial changes proposed for the RPSP project, no substantial changes have occurred under which the RPSP project is being undertaken, and no new information of substantial importance to the RPSP project has become available. As the proposed use and development is consistent with the RPSP, the project necessitates neither changes nor additions to FEIR No. 00-03. Therefore, no additional environmental review is required pursuant to Public Resources Code Section 21166 and Sections 15162 through 15164 of the state CEQA guidelines. Therefore, staff has determined that there is no substantial evidence that the project will have a significant effect on the environment and the project is exempt from further CEQA review per Section 15305, Class 5 (see attachment C).

5) Analysis:

- a. **General Discussion:** The project involves the vacation of .26 acres of City public right-of-way of which is located on the southwest corner of the intersection of Town Center Drive and North Ventura Road and 240 square feet (.005 acres) of right of way located on the southwest corner of the intersection of Oxnard Boulevard and Town Center Drive. The vacation of the public right-of-way will allow for the subdivision of the project site into six (6) lots and will support the re-design of the intersection of Town Center Drive and North Ventura Road that was previously planned. The re-design will eliminate the “free right turn” and the landscaped

PZ Nos. 17-300-08 (TTM)
Hearing Date: October 18, 2018
Page 3

triangular median for drivers going northbound on Ventura Road and turning right on to Town Center Drive. These modifications to the intersection are required to enhance vehicle and pedestrian safety and were imposed as conditions of approval on the Oakmont Senior Living project (Planning & Zoning Permit Nos. 16-200-04 and 16-200-05).

The Applicant proposes to create six (6) lots for future commercial use; lots will range in size from .61 to 1.18 acres (see attachment D). The proposed lot sizes comply with all RPSP requirements.

The Project does not involve construction of buildings at this time. Future development and use of these parcels will be required to adhere to the development controls of the RPSP contained in Chapters 2 and 3. Additionally, the Applicant will be required to file an application for development with the City for proper review in accordance with the RPSP.

- b. **General Plan Consistency:** Section 15-63 of the City's Subdivision Ordinance requires consistency of the proposed tentative map with the General Plan. The City's 2030 General Plan land use designation for the subject site is for Commercial Regional (CR), which allows offices, restaurants, and retail sales. The proposed Project will allow for these types of land uses to be established in the future. The proposed City vacation of public right-of-way is consistent with the General Plan, supports the planned changes to the intersection of North Ventura Road and Town Center Drive, will enhance the safety of traffic accessing the proposed lots in the future.

Consistency with the 2030 General Plan is defined by the relationship between 2030 General Plan policies and the proposed Project. The three consistency classification levels are:

- I. Direct applicability to a proposed project or program (full text of the policy and an explanation).
- II. Related or indirect applicability to the proposed project or program (policy title and an explanation for each or groups of related or indirectly related policies).
- III. No or distant applicability to the proposed project or program (all policies not listed as level i and ii are assumed to be consistent).

Policy	Level	Policy or title	Explanation
CD-1.2	II	In-fill development, priority to mixed use	The project site is within a developed area of the City and qualifies as infill.
CD-15.6	II	Share of regional taxable sales	The project will provide new lots for the

PZ Nos. 17-300-08 (TTM)
Hearing Date: October 18, 2018
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CD-14.1 CD-14.2		Design review process Development advisory committee functions (DAC)	location or relocation of businesses, which will generate retail tax sales revenue to the City. The Development Advisory Committee (DAC) review process led to changes in the project and/or conditions of approval that meet these level ii policies.
CD 18.1 CD 18.5		Attract new businesses Increase the availability of land for new businesses	The subdivision will provide for more land options to businesses/companies to open a new business or relocate to the City.
ICS 2.6		Minimize and monitor traffic and parking issues associated with construction activities, require additional traffic lanes and/or other traffic improvements for ingress and egress for new developments for traffic and safety reasons, where appropriate.	The proposed public right-of-way vacation will allow for the modifications of the intersection of N. Ventura Road and Town Center Drive that will enhance the safety of vehicles, bicyclists, and pedestrians in that area.
All others	III	All policies not listed above	No or distant applicability to the proposed project

c. Conformance With RiverPark Specific Plan Standards: Section 15-61 of the City's Subdivision Ordinance requires that TTM applications be consistent with applicable specific plans. The proposed development was reviewed by the town master planner/architect in accordance with Section 7.8.2.4 of the RPSP and has been found to be in conformance with the RPSP.

d. Tentative Tract Map: The proposed Project is for subdivision of the parcel only. In accordance with Division 2 of the City's Subdivision Ordinance, the Planning Commission considers the proposed TTM and provides a recommendation to the City Council. The proposed lot sizes are in conformance with all code requirements. If the TTM is approved by City Council, the Applicant will submit materials for final map review and approval. These materials will be reviewed by staff and by the City surveyor to ensure that the map is technically correct. With the City surveyor's recommendation, the Development Services Director will then forward the map to City Council as a "consent" item in the agenda for acceptance.

6) Development Advisory Committee: Section 15-38 of the City's Subdivision Ordinance requires that the proposed TTM be reviewed by the Development Advisory Committee (DAC). On March 7, 2018 DAC reviewed the Project. Recommended conditions have been incorporated into the attached resolution (see attachment E).

7) Review By Other Agencies: In accordance with Sections 66453-66455.9 of the Subdivision Map Act, the proposed project was distributed to other agencies for comment. Comments were received from Southern California Gas Company, and Southern California

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Hearing Date: October 18, 2018
Page 5

Edison. The comments received did not state objection or concerns on the implementation of this subdivision.

- 8) Community Workshop:** A Community Workshop is not required for this Project, because it involves the creation of the lots and a street vacation, not a development project.
- 9) Appeal Procedure:** In accordance with Section 15-25 of the City's Subdivision Ordinance, an appeal from the Planning Commission's action may be taken in the manner provided by cal. Gov. Code Section 66452.5.

Attachments

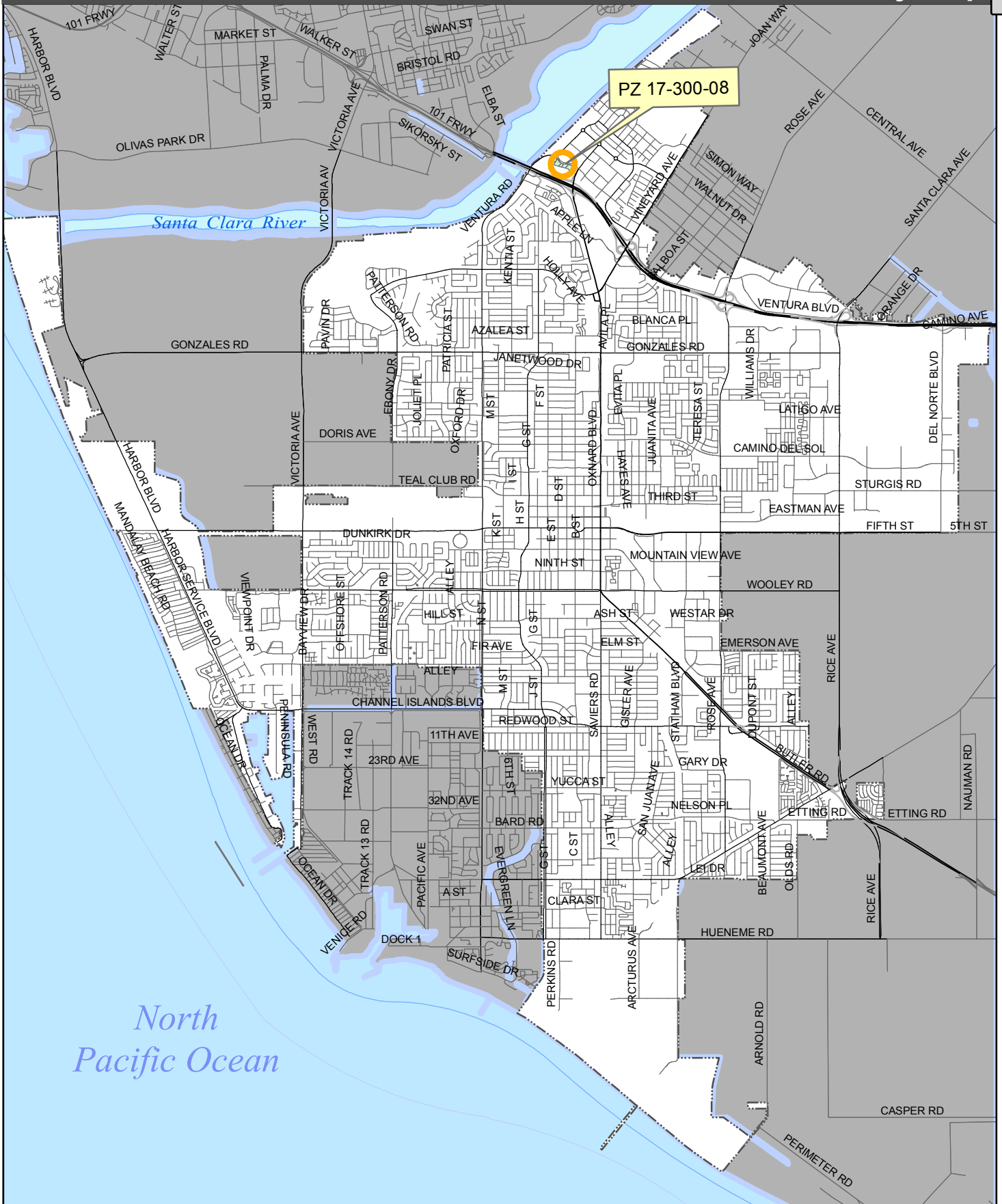
- A. Maps (General Plan, Zoning)
- B. Site Plan associated with Hotels and Oakmont Assisted Living
- C. Notice of Exemption
- D. Reduced Development Project Plans
- E. Resolution & Conditions of Approval PZ 17-300-08 (Tentative Tract Map)

Prepared by: _____
 VD

Approved by: _____
 KM

ATTACHMENT “A”

Maps (General Plan, Zoning)



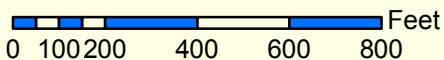
2030 General Plan Land Use Map

K.2.c



Oxnard Planning
October 3, 2018

PZ 17-300-08
Location: Riverpark Landing



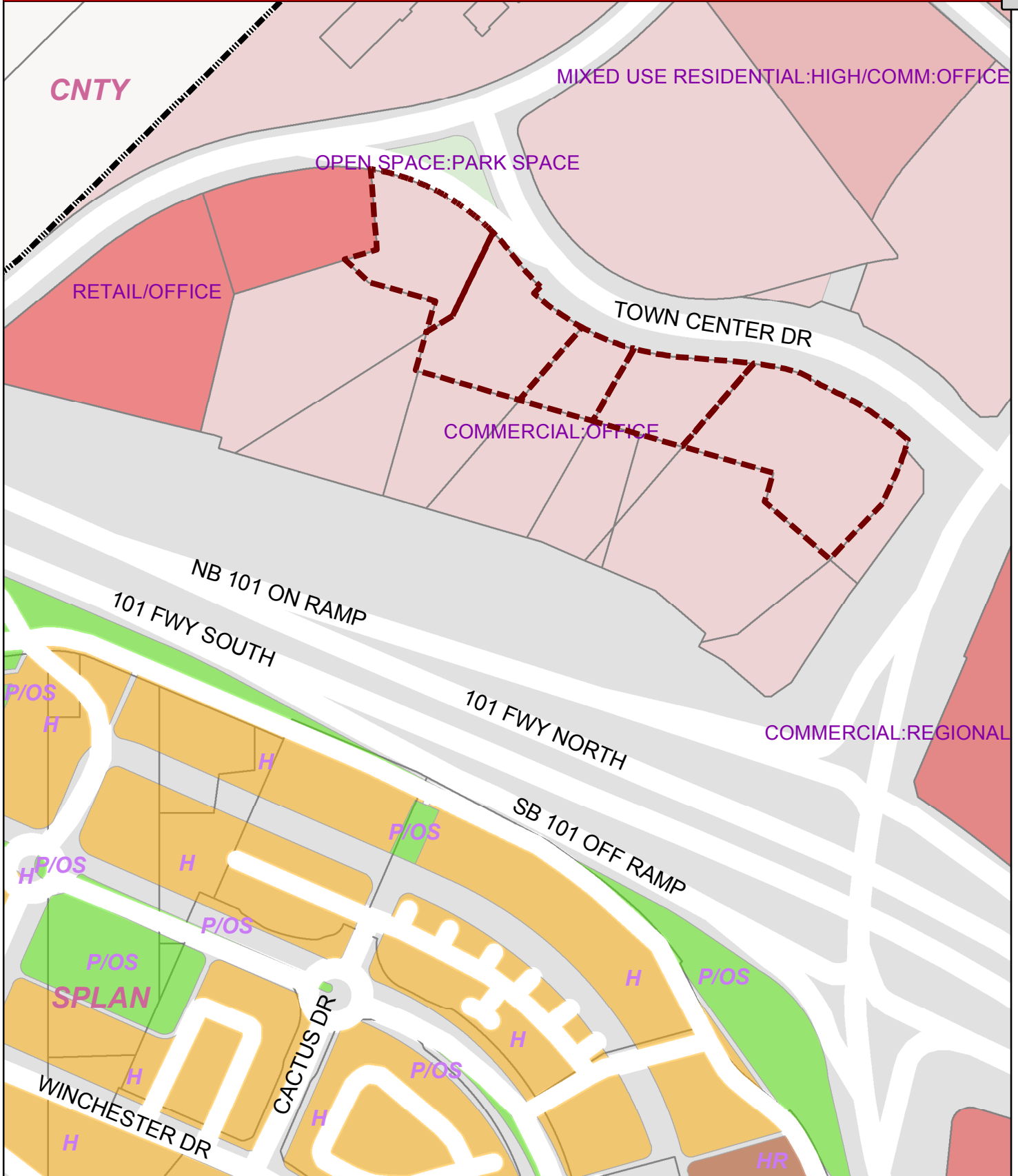
2030 General Plan Land Use Map



1:5,000

Zoning/Specific Plan Map

K.2.c



CITY OF
OXNARD
CALIFORNIA

Oxnard Planning

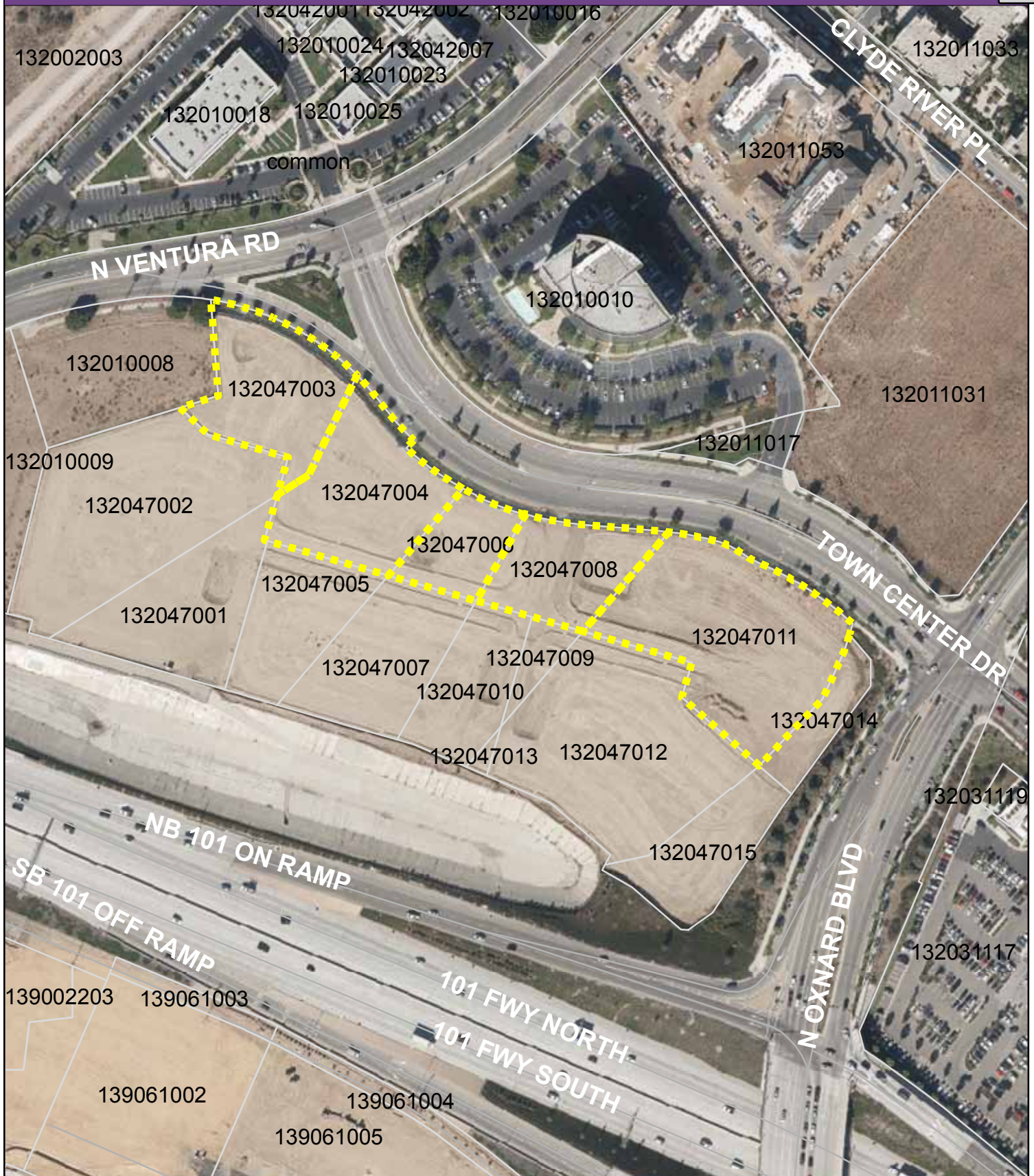
September 11, 2018

PZ 17-300-08
Location: Riverpark Landing

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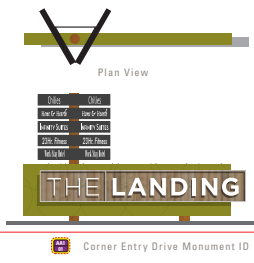
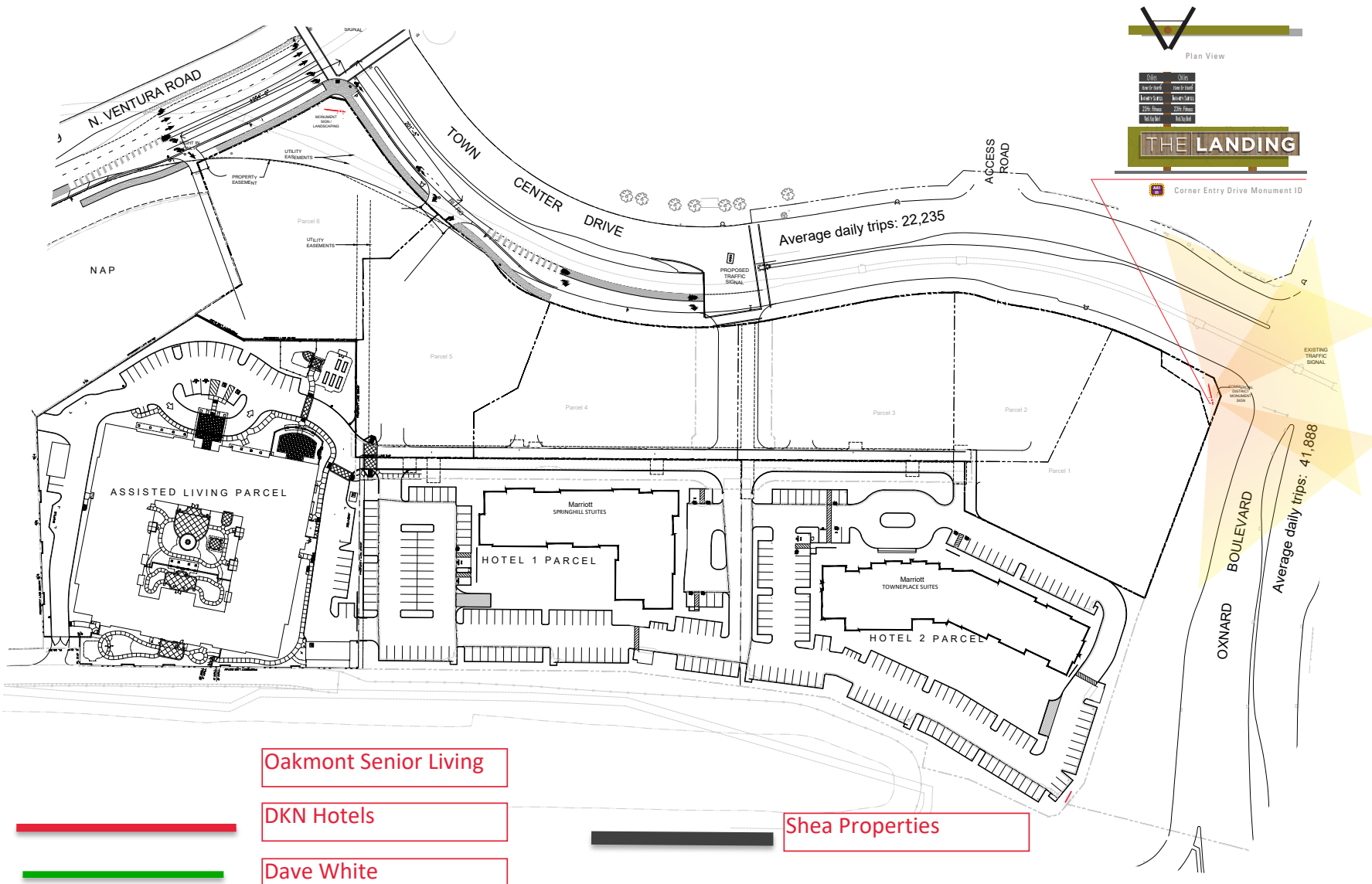
Zoning/Specific Plan Map

1:3,000



ATTACHMENT “B”

Site Plan of Showing Hotels and Oakmont Assisted Living



CLIENT
Shea Properties
PROJECT ARCHITECT
PROJECT : 18057
The Landing Town Center Drive Oxnard, California
GRAPHIC CONSULTANT
 SQUARE PEG DESIGN 1631 Telegraph Avenue Oakland, California 94612 510 596 8810
© 2015 Square Peg Design. All rights reserved. This drawing and the concepts, ideas, and design approach herein are intended for use on this project only and remain the sole property of SPD.
DRAWING SUBMITTALS
05.18.2017 Design Development
04.20.2018 Design Development
05.25.2018 Design Development
09.05.2018 Design Development
DRAWING TITLE
Sign Location Plan
DRAWING NUMBER
AG100

ATTACHMENT “C”

Notice of Exemption

OXNARD PLANNING DIVISION
214 SOUTH C STREET
OXNARD, CALIFORNIA 93030



NOTICE OF EXEMPTION

Project Description:

To subdivide an existing undeveloped parcel in the Planning District C within the RiverPark Specific Plan (RPSP) area into six (6) lots and City vacation of a portion of the public right-of-way at the intersection of Town Center Drive and North Ventura Road and at the intersection of Oxnard Boulevard and Town Center Drive. Filed by Ann Walsh, designated agent of Riverpark Landing, LLC, the property owner.

Finding:

The Planning Division of the Development Services Department of the City of Oxnard has reviewed the above proposed project and found it to be exempt from the provisions of the California Environmental Quality Act (CEQA).

- ☐ Ministerial Project
- ☒ Categorical Exemption
- ☐ Statutory Exemption
- ☐ Emergency Project
- ☐ Quick Disapproval [CEQA Guidelines, 14 Cal. Code of Regs. 15270]
- ☐ No Possibility of Significant Effect [CEQA Guidelines, 14 Cal. Code of Regs. 15061(b)(3)]

Supporting Reasons: In accordance with the California Environmental Quality Act (CEQA), an environmental impact report (EIR No. 00-03) was prepared to analyze potential impacts associated with the approval and implementation of the RPSP and the anticipated build out of the 701-acre specific plan area. On July 16, 2002, the City Council adopted Resolution No. 12,209, upholding the Planning Commission's decision certifying the Final EIR (State Clearinghouse No. 2000051046), and adopting Findings of Fact, Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program.

Mitigation measures identified in FEIR No. 00-03 and subsequent amendments which are relevant have been included as conditions of approval. Since certification of FEIR No. 00-03 there have been no substantial changes proposed for the *RPSP* project, no substantial changes have occurred under which the *RPSP* project is being undertaken, and no new information of substantial importance to the *RPSP* project has become available. As the proposed use and development is consistent with the *RPSP*, the Project necessitates neither changes nor additions to FEIR No. 00-03. Therefore, no additional environmental review is required pursuant to Public Resources Code Section 21166 and Sections 15162 through 15164 of the State CEQA Guidelines. Therefore, staff has determined that there is no substantial evidence that the project will have a significant effect on the environment and the project is exempt from further CEQA review per Section 15305, Class 5.

(Date)

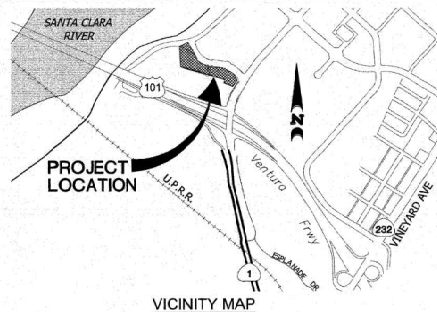
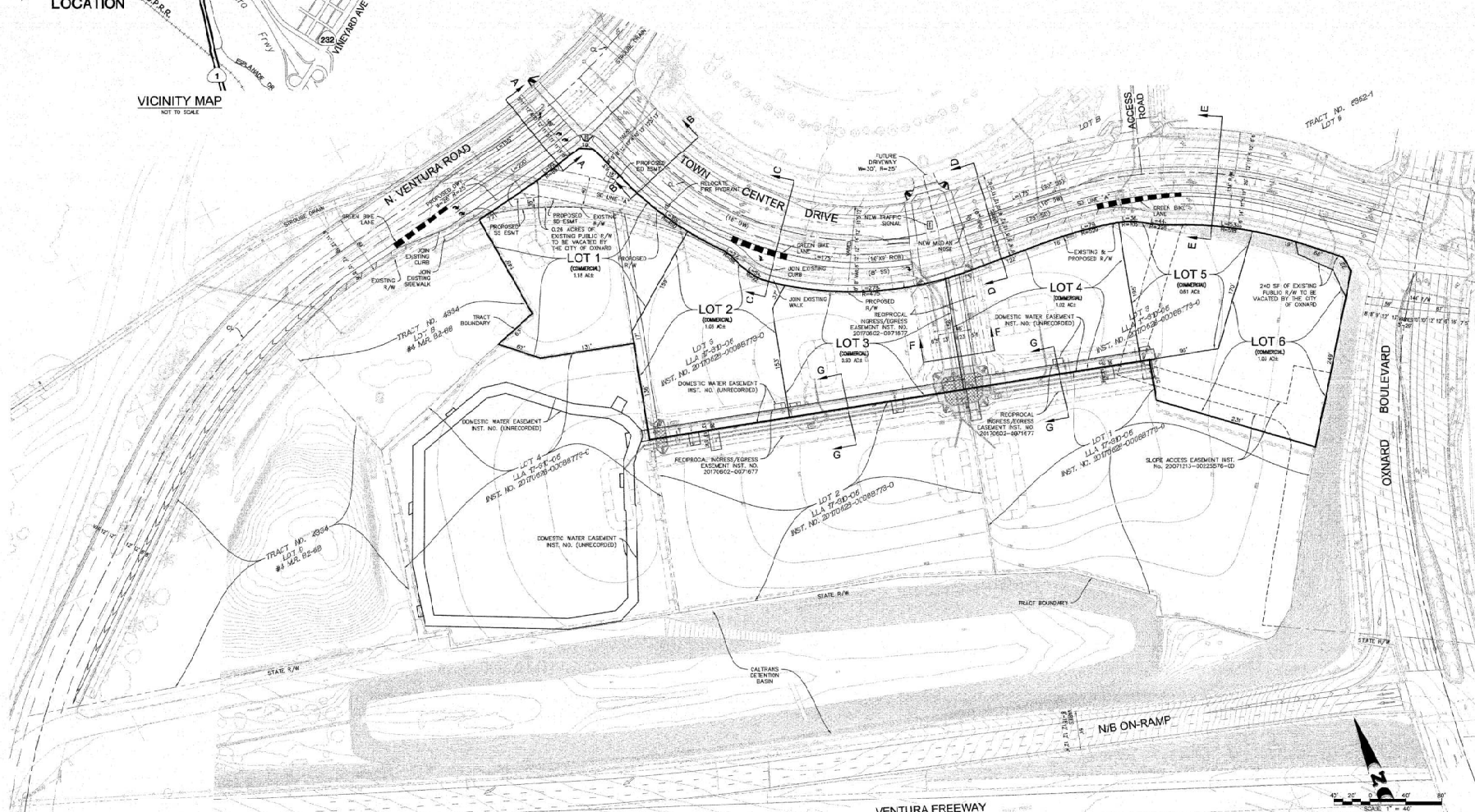
Kathleen Mallory, AICP
Planning and Environmental Services Manager

ATTACHMENT “D”

Reduced Size Map

TENTATIVE TRACT NO. 6004

THE LANDING AT RIVERPARK IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA 6 NUMBERED LOTS

VICINITY MAP
NOT TO SCALE

NOTES

- EXISTING LAND USE: BARE LAND AND EXISTING PUBLIC ROADWAY
- PROPOSED ZONING: CITY OF OXNARD "RIVERPARK" SPECIFIC PLAN
- EXISTING ZONING: CITY OF OXNARD "RIVERPARK" SPECIFIC PLAN
- ADJACENT LAND: NORTH: EXISTING TOWN CENTER DRIVE AND EXISTING COMMERCIAL; SOUTH: EXISTING VENTURA FREEWAY; EAST: EXISTING OXNARD BOULEVARD AND EXISTING COMMERCIAL; WEST: EXISTING VENTURA ROAD AND EXISTING SANTA CLARA RIVER
- SANITARY SEWER SERVICES PROVIDED BY THE CITY OF OXNARD. SANITARY SEWER SYSTEMS WILL BE DEVELOPED IN ACCORDANCE WITH THE CITY OF OXNARD STANDARDS. SANITARY SEWER SYSTEMS SHOWN HEREON ARE TO BE PRIVATELY OWNED AND MAINTAINED.
- DOMESTIC WATER SERVICES PROVIDED BY THE CITY OF OXNARD. DOMESTIC WATER SYSTEMS WILL BE DEVELOPED IN ACCORDANCE WITH THE CITY OF OXNARD STANDARDS. DOMESTIC WATER SYSTEMS SHOWN HEREON ARE TO BE PUBLICLY OWNED AND MAINTAINED BY THE CITY OF OXNARD.
- RECYCLED WATER SERVICES PROVIDED BY THE CITY OF OXNARD. RECYCLED WATER SYSTEMS WILL BE DEVELOPED IN ACCORDANCE WITH THE CITY OF OXNARD STANDARDS. RECYCLED WATER SYSTEMS SHOWN HEREON ARE TO BE PUBLICLY OWNED AND MAINTAINED BY THE CITY OF OXNARD.
- ALL PROPOSED UTILITIES ARE TO BE UNDERGROUND: ELECTRIC: THE LEO COMPANY; SOUTHERN CALIFORNIA EDISON CO.; TELEPHONE: SOUTHERN CALIFORNIA EDISON CO.; CABLE TELEVISION: JONES INTERCHANGE INC.
- DRAINAGE SYSTEM WILL BE DEVELOPED IN ACCORDANCE WITH THE CITY OF OXNARD STANDARDS. DRAINAGE SYSTEM SHOWN WITHIN PRIVATE STREETS ARE TO BE PRIVATELY OWNED AND MAINTAINED.
- PROJECT SITE IS WITHIN THE "NO SCHOOL DISTRICT"
- STREET IMPROVEMENTS SHOWN HEREON SHALL MEET THE REQUIREMENTS OF THE CITY OF OXNARD STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION.

LEGAL DESCRIPTION

LOT 3 OF LLA 17-350-06 (INVESTMENT NUMBER 20070026-0008373-0) TOGETHER WITH PORTIONS OF EXISTING PUBLIC ROAD, HIGHWAY 99, AND FOR HIGHWAY 99, VENTURA ROAD AND TOWN CENTER DRIVE, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA.

EARTHWORK SUMMARY

RAW CUT	SOIL	FINI
1,500 CY	1,500 CY	1,500 CY
TOTAL		

ASSESSORS PARCEL NUMBERS

132-0-100-275	132-0-100-275
132-0-100-280	132-0-100-280
132-0-100-285	132-0-100-285

BENCH MARK

COUNTY OF VENTURA BENCH MARK RECORDED "A" BENCH MARK ON DATUM: NAD 83, STATION: "A 250 125" AT 2.5 MILES ALONG THE SOUTHERN PACIFIC RAILROAD FROM THE STATION AT OXNARD, AT CONCRETE BRIDGE ACROSS OVER L.S. HIGHWAY 99, IN THE TOP OF THE SOUTHWEST END OF THE HORIZONTAL ALIGNMENT, 10.0 FEET SOUTHWEST OF THE SOUTHWEST CORNER AND ABOUT 1 FOOT LOWER THAN THE TOP RAIL.

VENTURA FREEWAY

LOT AREA SUMMARY

LOT NO.	BLANDED USE	AREA
LOT 1	COMMERCIAL	1.18 ACRES ±
LOT 2	COMMERCIAL	1.03 ACRES ±
LOT 3	COMMERCIAL	0.80 ACRES ±
LOT 4	COMMERCIAL	1.02 ACRES ±
LOT 5	COMMERCIAL	0.81 ACRES ±
LOT 6	COMMERCIAL	1.02 ACRES ±
TOTAL (DISTINCTIVE BORDER)		5.78 ACRES ±

LAND USE SUMMARY

LAND USE	ACRES	TOTAL ACRES
COMMERCIAL	5.78	5.78 ACRES ±
TOTAL		5.78 ACRES ±

SUBDIVIDER:
RIVERPARK LANDING, LLC
C/O SDA PROPERTY MANAGEMENT CO., INC.
2091 PARK VIEW DRIVE, SUITE 201
OXNARD, CA 93030
(805) 368-7841
CONTACT: ANN WALSH

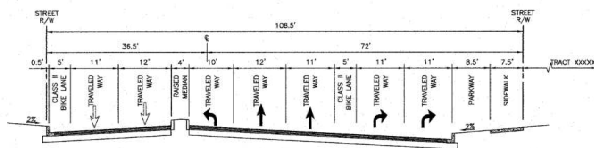
STATEMENTS OF OWNERSHIP:

I, **Ann Walsh**, DO HEREBY STATE THAT WE ARE THE OWNERS OF A PORTION OF THE PROPERTIES COMPRISING THE TENTATIVE TRACT MAP AND THAT WE HAVE CONSENTED TO THE SUBMISSION OF THIS MAP.
DATED THIS **10th** DAY OF **January**, 2010.
BY: **Ann Walsh**
PRINTED NAME: **Ann Walsh**
TITLE: **Developer/Owner**

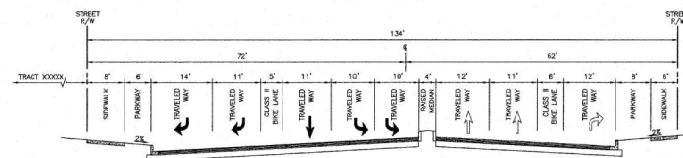
		HUITT-ZOLLARS 7000 South Main Street, Suite 200 Oxnard, CA 93030 Phone: (805) 368-7841 Fax: (805) 368-7842 CONTACT: ANN WALSH		DESIGNED BY: N.H./AM DRAWN BY: AM CHECKED BY: AM DATE: 12/17/2009	TENTATIVE TRACT MAP NO. 6004 THE LANDING AT RIVERPARK OXNARD APPROVED BY: AM DATE: 12/17/2009	SHEET 1 OF 1
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LEGEND

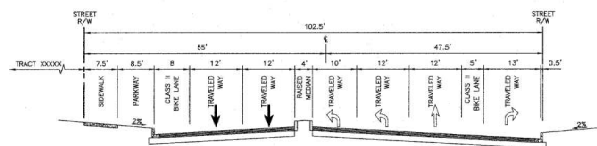
- ↑ NEW TRAFFIC STRIPING
- ↑ EXISTING TRAFFIC STRIPING



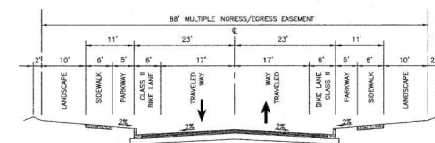
SECTION A-A
N. VENTURA ROAD NEAR TOWN
CENTER DRIVE INTERSECTION
NOT TO SCALE



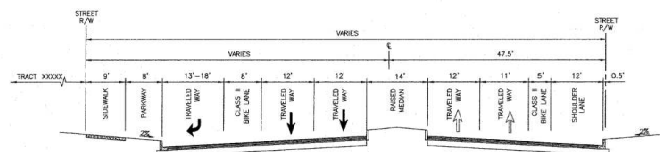
SECTION E-E
TOWN CENTER DRIVE
NOT TO SCALE



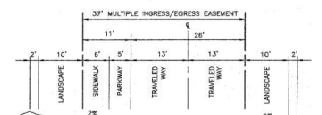
SECTION B-B
TOWN CENTER DRIVE NEAR N.
VENTURA ROAD INTERSECTION
NOT TO SCALE



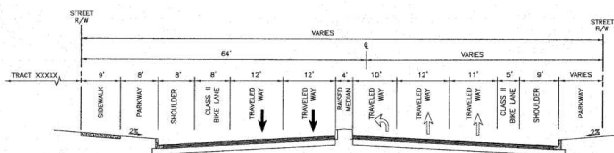
SECTION F-F
PRIVATE ACCESS ROAD 'A'
NOT TO SCALE



SECTION C-C
TOWN CENTER DRIVE
NOT TO SCALE



SECTION G-G
PRIVATE ACCESS ROAD 'B'
NOT TO SCALE



SECTION D-D
TOWN CENTER DRIVE
NOT TO SCALE

ATTACHMENT “E”

Resolution & Conditions of Approval

RESOLUTION NO. NO. []

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING APPROVAL OF PLANNING AND ZONING PERMIT NO. 17-300-08 (TENTATIVE TRACT MAP 6004), A REQUEST TO SUBDIVIDE AN EXISTING UNDEVELOPED PARCEL LOCATED ON THE SOUTH SIDE OF TOWN CENTER DRIVE BETWEEN NORTH VENTURA ROAD AND OXNARD BOULEVARD AND CITY VACATION OF .26 ACRES OF PUBLIC RIGHT-OF-WAY LOCATED ON THE SOUTHWEST CORNER OF TOWN CENTER DRIVE AND NORTH VENTURA ROAD AND 240 SQUARE FEET LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH OXNARD BOULEVARD AND TOWN CENTER DRIVE, WITHIN DISTRICT C OF THE RIVERPARK SPECIFIC PLAN AND MAKING A FINDING THAT THE PROPOSED STREET VACATION IS CONSISTENT WITH THE GENERAL PLAN. FILED BY DESIGNATED AGENT ANN WALSH ON BEHALF OF THE PROPERTY OWNER, RIVERPARK LANDING, LLC, 2751 PARK VIEW COURT, SUITE 261, OXNARD, CA 93036.

WHEREAS, on November 30, 2017, Ann Walsh (the “**Applicant**” and/or “**Developer**” and/or “**Permittee**”) submitted a request to subdivide an undeveloped parcel into six (6) lots generally located at the southwest corner of the intersection of North Oxnard Boulevard and Town Center Drive, within District C of the RiverPark Specific Plan (the “**Project**”); and

WHEREAS, on October 18, 2018, the Planning Commission of the City of Oxnard (“**Planning Commission**”) considered the Applicant’s request to approve Planning and Zoning Permit No. 17-300-08 (Tentative Tract Map), in accordance with Chapter 15 “Subdivisions” of the Oxnard City Code and Chapter 7 of the RiverPark Specific Plan; and

WHEREAS, on October 18, 2018, the Planning Commission of the City of Oxnard (“**Planning Commission**”) considered whether the proposed street vacation is consistent with the City General Plan; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), Environmental Impact Report No. 00-03 was prepared to analyze potential impacts associated with the approval and implementation of the RiverPark Specific Plan and the anticipated build out and occupancy of the 701-acre specific plan area, and therefore the Project is exempt from further CEQA review per Section 15305, Class 5 “Minor Alterations in Land Use Limitations”; and

WHEREAS, on July 16, 2002, the City Council adopted Resolution No. 12,209 upholding the Planning Commission’s decision certifying the environmental impact report (State Clearinghouse No. 2000051046) and adopting findings of fact, statement of overriding considerations and mitigation monitoring and reporting program.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the Planning Commission and all written and oral evidence presented, including the Planning Commission Staff Report and all attachments thereto, the Planning Commission finds:

1. The proposed Project and associated street vacation is consistent with the City of Oxnard 2030 General Plan and the elements thereof and the RiverPark Specific Plan.

The Project conforms to all applicable provisions of the RiverPark Specific Plan (RPSP), as described in the Staff Report, and the project site's General Plan designation is consistent with the 2030 General Plan, including the proposed vacation of City public right-of-way will support the re-design of the intersection of Town Center Drive and North Ventura Road thereby enhancing the safety of pedestrians and vehicles within this area.

2. The proposed Subdivision will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.

The project proposed does not involve the construction of buildings or specific land uses at this time. The proposed Subdivision is consistent with the Chapter 7 "Implementation" of the RPSP and will accommodate for future land uses allowed in Planning District C. Future construction and land uses will be subject to proper City review in accordance with the RPSP and will be conditioned to comply with applicable Building and Fire Codes.

3. The site for the proposed Subdivision is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards except as may be specifically excepted by the special findings and conditions of this Resolution.

As proposed the lots are adequate in size and shape to accommodate future building size, parking, landscaping, and other applicable building standards, because the lots are subject to development standards of the RPSP which include parking, setbacks, landscaping, height, building design, and other standards that were previously reviewed and approved by the City when the RPSP was approved.

4. The site for the proposed Subdivision is served by streets and highways adequate in width and structure to carry the type of and quantity of traffic such use will generate.

The proposed Project will be served by the existing street system, and the vacation of City public right-of way will support the redesign of the intersection of North Ventura Road and Town Center Drive that will enhance the safety and

capacity of vehicles traveling to the area to access the proposed lots when they are developed.

5. The site for the proposed Subdivision will be provided with adequate sewerage, water, fire protection and storm drainage facilities.

The proposed Subdivision is part of the RPSP which addressed the provision of adequate sewerage, water, fire protection and storm drainage facilities at the time it was reviewed and approved and an EIR was certified addressing impacts to these services. While this project does not involve the construction of buildings and onsite improvements, future development of the individual lots will be conditioned to comply with all applicable requirements and standards as to these utility services.

SECTION 2. The Planning Commission, in accordance with the California Environmental Quality Act (CEQA), determines that the Project is consistent with the RiverPark Specific Plan, the certified Final EIR and is therefore exempt from further CEQA review, per Section 15305, Class 5.

SECTION 3. The Planning Commission determines that the proposed City public right-of way vacation is necessary for the planned modification to the intersection of North Ventura Road and Town Center Drive to enhance the safety of pedestrian, bicycle, and vehicle traffic in that immediate vicinity; and is consistent with the City General Plan Circulation Element (Goal ICS-2 and Policy ICS-2.6).

SECTION 4. Based on the findings set forth herein and the Staff Report and all attachments thereto, the Planning Commission hereby recommends approval to the City Council Planning and Zoning Permit No. 17-300-08 (Tentative Tract Map 6004), subject to the attached conditions of approval.

SECTION 5. The recommendation of the Planning Commission shall be final unless an appeal of the action is filed in accordance with the provisions of Section 15-25 (B) of the City's Subdivision Ordinance.

CONDITIONS OF APPROVAL

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-7*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans on file with the Planning Division. The Final Map shall conform to these plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning Manager or a major modification to the plans is approved by the Planning Commission. A major modification shall be required for substantial changes, including changes to the Project Conditions. (PL, *G-2*)
3. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, *G-5*)
4. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit. If there is a conflict between the CC&Rs and this permit, this permit shall prevail. (CA, *G-7*)
5. Developer shall complete the "Notice of Land Use Restriction and Conditions" form, using the form provided by the City for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed signed and notarized document, together with the required fees to the Planning Manager (PL, *G-8*)

DEVELOPMENT SERVICES DEPARTMENT STANDARD CONDITIONS

6. Developer agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Developer's expense, City and its agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided for in Government Code Section 66499.37, to attack, review, set aside, void or annul the approval of this resolution or to determine the reasonableness, legality or validity of any condition attached thereto. City shall promptly notify Developer of any such claim, action or proceeding of which City receives notice, and City will cooperate fully with Developer in the defense thereof. Developer shall reimburse City for any court costs and attorney's fees that City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or

proceeding, but such participation shall not relieve Developer of the obligations of this condition. Developer's acceptance of this resolution or commencement of construction or operations under this resolution shall be deemed to be acceptance of all conditions thereof. (DS-18)

7. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
8. Prior to approval of the final map or parcel map, Developer shall provide the City Engineer with written evidence from the Ventura County Clerk's Office that Developer has executed and filed with the Clerk all certificates, statements and securities required by Government Code Sections 66492 and 66493. (DS-26)
9. Prior to release of the final map or parcel map for recordation, Developer shall provide the City Engineer with a 100-scale base map for addressing purposes. The map shall be drawn on 18-inch by 24-inch mylar and shall show the standard address map title block, north arrow, street names, tract number, phase boundary and lot numbers. The City will assign all addresses. (DS-56)
10. Prior to release of the final map or parcel map for recordation, Developer shall post security satisfactory to the City Attorney guaranteeing that all survey monuments will be set as required by the Government Code and the City Code. (DS-57)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

11. Developer shall dedicate a public utility easement (PUE) to the City over the right-of-way being vacated near the intersection of Ventura Road and Town Center Drive such that all existing underground utilities within the vacated right-of-way may remain in place unless relocation is specifically approved by the Development Services Manager. (DS)
12. The final map may not be recorded until construction plans have been approved and a permit issued for the improvements required by conditions 51, 52, and 53 of the resolution of approval for PZ16-200-04. These conditions require modifications to Ventura Road and Town Center Drive to eliminate the existing free right turning movement on northbound Ventura Road and construction of a right turn pocket on Town Center Drive serving the future development. (DS)
13. Developer shall modify the proposed slope access easement to: A) Extend to Town Center Drive along a proposed vehicular drive aisle (may be blanket in nature); and B) eliminate the slope easement along the portion of the slope that is within the vacated right-of-way. All slopes outside of dedicated right-of-way shall be perpetually maintained by the underlying property owner. (DS)
14. The proposed slope easement shall be relocated to be within the borders of the final map or the slope easement may be dedicated to the City by separate instrument if approved by the Development Services Manager. (DS)

15. Prior to recordation of the final map, Developer shall provide a draft cross-lot drainage easement (agreement) for any lot that discharges stormwater onto an adjacent parcel. The document shall be recorded concurrent with the final map and a copy provided to the City. (DS)
16. Prior to recordation of the final map, Developer shall provide the City with a draft reciprocal access easement to the benefit of lots 1, 2, 5 and 6 that provides these lots with unobstructed vehicular access to public roadways without requiring additional curb cuts. The document shall contain language that requires City of Oxnard concurrence for elimination of the access rights. The document shall be recorded concurrent with the final map and a copy provided to the City. These lots are unlikely to obtain approval for any driveways along their public streets frontages. (DS)

PLANNING DIVISION STANDARD CONDITIONS

17. An approved tentative map shall expire thirty-six (36) months after its approval, unless an extension is applied for and approved by the City Council pursuant to Section 15-46 of the City's Subdivisions Code.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 18th day of October, 2018, by the following vote:

Vincent Stewart, Chairman

I hereby certify that the foregoing is a true copy of the Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held this 18th day of October 2018 and carried by the following vote:

AYES: Commissioners:

NOES: Commissioners:

ABSENT: Commissioners:

ATTEST: _____
Kathleen Mallory, AICP, Secretary

RESOLUTION NO. NO. 2018-29

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING APPROVAL OF PLANNING AND ZONING PERMIT NO. 17-300-08 (TENTATIVE TRACT MAP 6004), A REQUEST TO SUBDIVIDE AN EXISTING UNDEVELOPED PARCEL LOCATED ON THE SOUTH SIDE OF TOWN CENTER DRIVE BETWEEN NORTH VENTURA ROAD AND OXNARD BOULEVARD AND CITY VACATION OF .26 ACRES OF PUBLIC RIGHT-OF-WAY LOCATED ON THE SOUTHWEST CORNER OF TOWN CENTER DRIVE AND NORTH VENTURA ROAD AND 240 SQUARE FEET LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH OXNARD BOULEVARD AND TOWN CENTER DRIVE, WITHIN DISTRICT C OF THE RIVERPARK SPECIFIC PLAN AND MAKING A FINDING THAT THE PROPOSED STREET VACATION IS CONSISTENT WITH THE GENERAL PLAN. FILED BY DESIGNATED AGENT ANN WALSH ON BEHALF OF THE PROPERTY OWNER, RIVERPARK LANDING, LLC, 2751 PARK VIEW COURT, SUITE 261, OXNARD, CA 93036.

WHEREAS, on November 30, 2017, Ann Walsh (the “**Applicant**” and/or “**Developer**” and/or “**Permittee**”) submitted a request to subdivide an undeveloped parcel into six (6) lots generally located at the southwest corner of the intersection of North Oxnard Boulevard and Town Center Drive, within District C of the RiverPark Specific Plan (the “**Project**”); and

WHEREAS, on October 18, 2018, the Planning Commission of the City of Oxnard (“**Planning Commission**”) considered the Applicant’s request to approve Planning and Zoning Permit No. 17-300-08 (Tentative Tract Map), in accordance with Chapter 15 “Subdivisions” of the Oxnard City Code and Chapter 7 of the RiverPark Specific Plan; and

WHEREAS, on October 18, 2018, the Planning Commission of the City of Oxnard (“**Planning Commission**”) considered whether the proposed street vacation is consistent with the City General Plan; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), Environmental Impact Report No. 00-03 was prepared to analyze potential impacts associated with the approval and implementation of the RiverPark Specific Plan and the anticipated build out and occupancy of the 701-acre specific plan area, and therefore the Project is exempt from further CEQA review per Section 15305, Class 5 “Minor Alterations in Land Use Limitations”; and

WHEREAS, on July 16, 2002, the City Council adopted Resolution No. 12,209 upholding the Planning Commission’s decision certifying the environmental impact report (State Clearinghouse No. 2000051046) and adopting findings of fact, statement of overriding considerations and mitigation monitoring and reporting program.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the Planning Commission and all written and oral evidence presented, including the Planning Commission Staff Report and all attachments thereto, the Planning Commission finds:

1. **The proposed Project and associated street vacation is consistent with the City of Oxnard 2030 General Plan and the elements thereof and the RiverPark Specific Plan.**

The Project conforms to all applicable provisions of the RiverPark Specific Plan (RPSP), as described in the Staff Report, and the project site's General Plan designation is consistent with the 2030 General Plan, including the proposed vacation of City public right-of-way will support the re-design of the intersection of Town Center Drive and North Ventura Road thereby enhancing the safety of pedestrians and vehicles within this area.

2. **The proposed Subdivision will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.**

The project proposed does not involve the construction of buildings or specific land uses at this time. The proposed Subdivision is consistent with the Chapter 7 "Implementation" of the RPSP and will accommodate for future land uses allowed in Planning District C. Future construction and land uses will be subject to proper City review in accordance with the RPSP and will be conditioned to comply with applicable Building and Fire Codes.

3. **The site for the proposed Subdivision is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards except as may be specifically excepted by the special findings and conditions of this Resolution.**

As proposed the lots are adequate in size and shape to accommodate future building size, parking, landscaping, and other applicable building standards, because the lots are subject to development standards of the RPSP which include parking, setbacks, landscaping, height, building design, and other standards that were previously reviewed and approved by the City when the RPSP was approved.

4. **The site for the proposed Subdivision is served by streets and highways adequate in width and structure to carry the type of and quantity of traffic such use will generate.**

The proposed Project will be served by the existing street system, and the vacation of City public right-of way will support the redesign of the intersection of North Ventura Road and Town Center Drive that will enhance the safety and

capacity of vehicles traveling to the area to access the proposed lots when they are developed.

5. The site for the proposed Subdivision will be provided with adequate sewerage, water, fire protection and storm drainage facilities.

The proposed Subdivision is part of the RPSP which addressed the provision of adequate sewerage, water, fire protection and storm drainage facilities at the time it was reviewed and approved and an EIR was certified addressing impacts to these services. While this project does not involve the construction of buildings and onsite improvements, future development of the individual lots will be conditioned to comply with all applicable requirements and standards as to these utility services.

SECTION 2. The Planning Commission, in accordance with the California Environmental Quality Act (CEQA), determines that the Project is consistent with the RiverPark Specific Plan, the certified Final EIR and is therefore exempt from further CEQA review, per Section 15305, Class 5.

SECTION 3. The Planning Commission determines that the proposed City public right-of way vacation is necessary for the planned modification to the intersection of North Ventura Road and Town Center Drive to enhance the safety of pedestrian, bicycle, and vehicle traffic in that immediate vicinity; and is consistent with the City General Plan Circulation Element (Goal ICS-2 and Policy ICS-2.6).

SECTION 4. Based on the findings set forth herein and the Staff Report and all attachments thereto, the Planning Commission hereby recommends approval to the City Council Planning and Zoning Permit No. 17-300-08 (Tentative Tract Map 6004), subject to the attached conditions of approval.

SECTION 5. The recommendation of the Planning Commission shall be final unless an appeal of the action is filed in accordance with the provisions of Section 15-25 (B) of the City's Subdivision Ordinance.

CONDITIONS OF APPROVAL

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, G-1).
2. This permit is granted for the plans on file with the Planning Division. The Final Map shall conform to these plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning Manager or a major modification to the plans is approved by the Planning Commission. A major modification shall be required for substantial changes, including changes to the Project Conditions. (PL, G-2)
3. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
4. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit. If there is a conflict between the CC&Rs and this permit, this permit shall prevail. (CA, G-7)
5. Developer shall complete the "Notice of Land Use Restriction and Conditions" form, using the form provided by the City for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed signed and notarized document, together with the required fees to the Planning Manager (PL, G-8)

DEVELOPMENT SERVICES DEPARTMENT STANDARD CONDITIONS

6. Developer agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Developer's expense, City and its agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided for in Government Code Section 66499.37, to attack, review, set aside, void or annul the approval of this resolution or to determine the reasonableness, legality or validity of any condition attached thereto. City shall promptly notify Developer of any such claim, action or proceeding of which City receives notice, and City will cooperate fully with Developer in the defense thereof. Developer shall reimburse City for any court costs and attorney's fees that City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or

proceeding, but such participation shall not relieve Developer of the obligations of this condition. Developer's acceptance of this resolution or commencement of construction or operations under this resolution shall be deemed to be acceptance of all conditions thereof. (DS-18)

7. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
8. Prior to approval of the final map or parcel map, Developer shall provide the City Engineer with written evidence from the Ventura County Clerk's Office that Developer has executed and filed with the Clerk all certificates, statements and securities required by Government Code Sections 66492 and 66493. (DS-26)
9. Prior to release of the final map or parcel map for recordation, Developer shall provide the City Engineer with a 100-scale base map for addressing purposes. The map shall be drawn on 18-inch by 24-inch mylar and shall show the standard address map title block, north arrow, street names, tract number, phase boundary and lot numbers. The City will assign all addresses. (DS-56)
10. Prior to release of the final map or parcel map for recordation, Developer shall post security satisfactory to the City Attorney guaranteeing that all survey monuments will be set as required by the Government Code and the City Code. (DS-57)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

11. Developer shall dedicate a public utility easement (PUE) to the City over the right-of-way being vacated near the intersection of Ventura Road and Town Center Drive such that all existing underground utilities within the vacated right-of-way may remain in place unless relocation is specifically approved by the Development Services Manager. (DS)
12. The final map may not be recorded until construction plans have been approved and a permit issued for the improvements required by conditions 51, 52, and 53 of the resolution of approval for PZ16-200-04. These conditions require modifications to Ventura Road and Town Center Drive to eliminate the existing free right turning movement on northbound Ventura Road and construction of a right turn pocket on Town Center Drive serving the future development. (DS)
13. Developer shall modify the proposed slope access easement to: A) Extend to Town Center Drive along a proposed vehicular drive aisle (may be blanket in nature); and B) eliminate the slope easement along the portion of the slope that is within the vacated right-of-way. All slopes outside of dedicated right-of-way shall be perpetually maintained by the underlying property owner. (DS)
14. The proposed slope easement shall be relocated to be within the borders of the final map or the slope easement may be dedicated to the City by separate instrument if approved by the Development Services Manager. (DS)

15. Prior to recordation of the final map, Developer shall provide a draft cross-lot drainage easement (agreement) for any lot that discharges stormwater onto an adjacent parcel. The document shall be recorded concurrent with the final map and a copy provided to the City. (DS)
16. Prior to recordation of the final map, Developer shall provide the City with a draft reciprocal access easement to the benefit of lots 1, 2, 5 and 6 that provides these lots with unobstructed vehicular access to public roadways without requiring additional curb cuts. The document shall contain language that requires City of Oxnard concurrence for elimination of the access rights. The document shall be recorded concurrent with the final map and a copy provided to the City. These lots are unlikely to obtain approval for any driveways along their public streets frontages. (DS)

PLANNING DIVISION STANDARD CONDITIONS

17. An approved tentative map shall expire thirty-six (36) months after its approval, unless an extension is applied for and approved by the City Council pursuant to Section 15-46 of the City's Subdivisions Code.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 18th day of October, 2018, by the following vote:

Vincent Stewart, Chairman

I hereby certify that the foregoing is a true copy of the Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held this 18th day of October 2018 and carried by the following vote:

AYES: Commissioners: Sanchez, Dozier, Fuhring, Frank, and Chair Stewart

NOES: Commissioner: Chua

ABSENT: Commissioner: Huber

ATTEST: _____
Kathleen Mallory, AICP, Secretary

RIVERPARK - THE LANDING TENTATIVE SUBDIVISION MAP 6004

Ann Walsh, RiverPark Landing, LLC.

Kathleen Mallory
Planning Manager

November 27, 2018



- Subdivision of undeveloped parcel into 6 lots for future commercial land uses
- Vacation of .26 acres public right of way at the southwest corner of Town Center Drive/North Ventura Road and 240 square-feet at the southwest corner of Town Center Drive/Oxnard Boulevard
- No construction associated with this request – future development would be subject to the RiverPark Specific Plan

EXISTING SITE

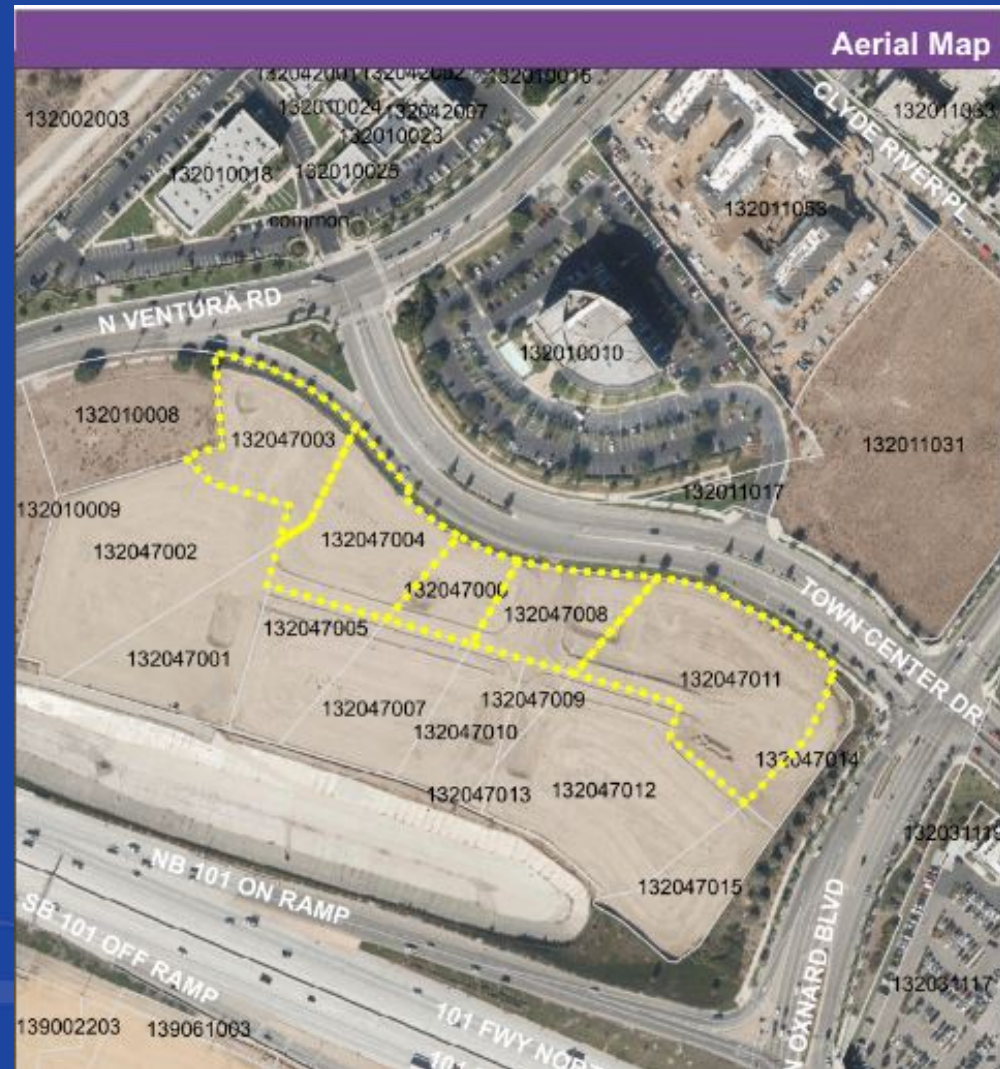
Subject Site:

- 5.76 acres
- New Lot Sizes:
.61 acres to 1.18 acres

Surrounding Land Uses:

- North – Town Center Drive
- East – Oxnard Boulevard
- West – Future Oakmont Apts. & Undeveloped Land
- South – Future Hotels

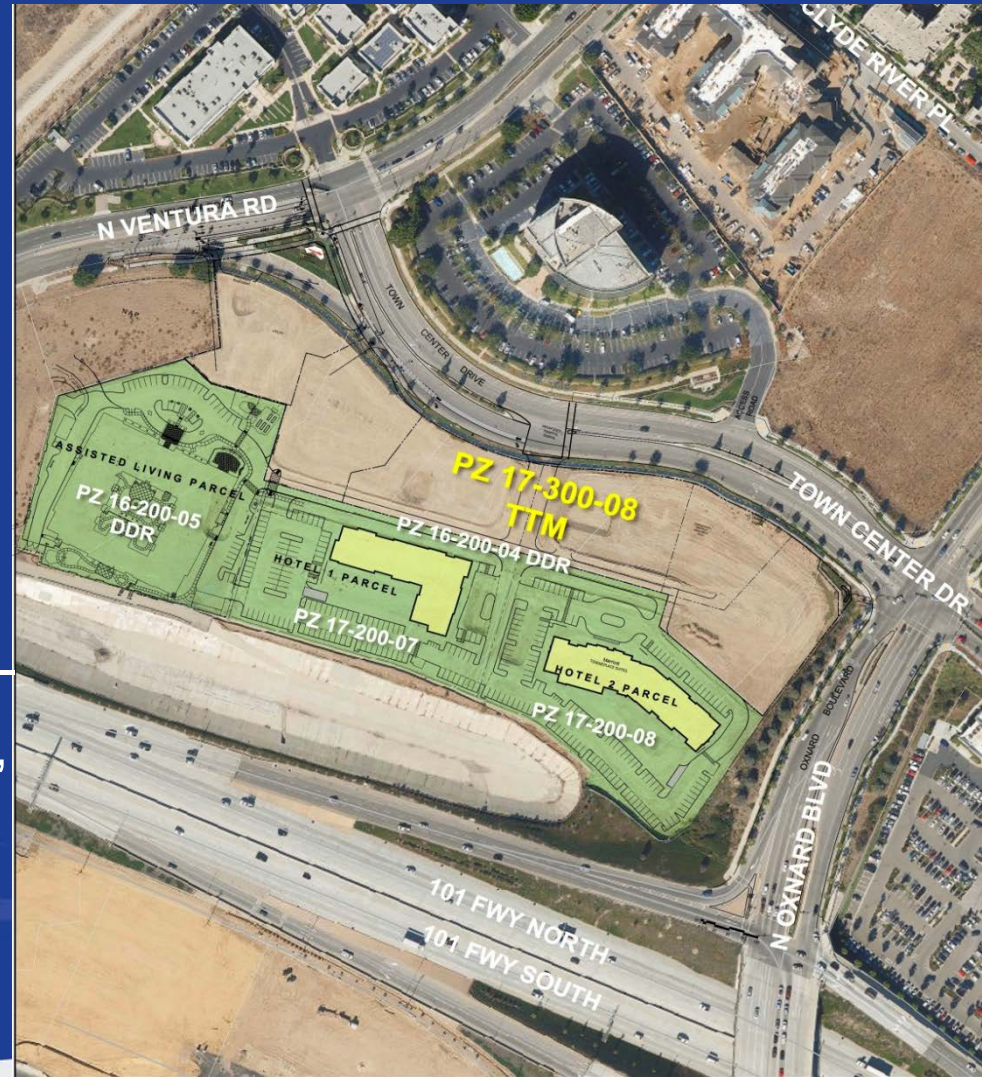
RiverPark - The Landing Map

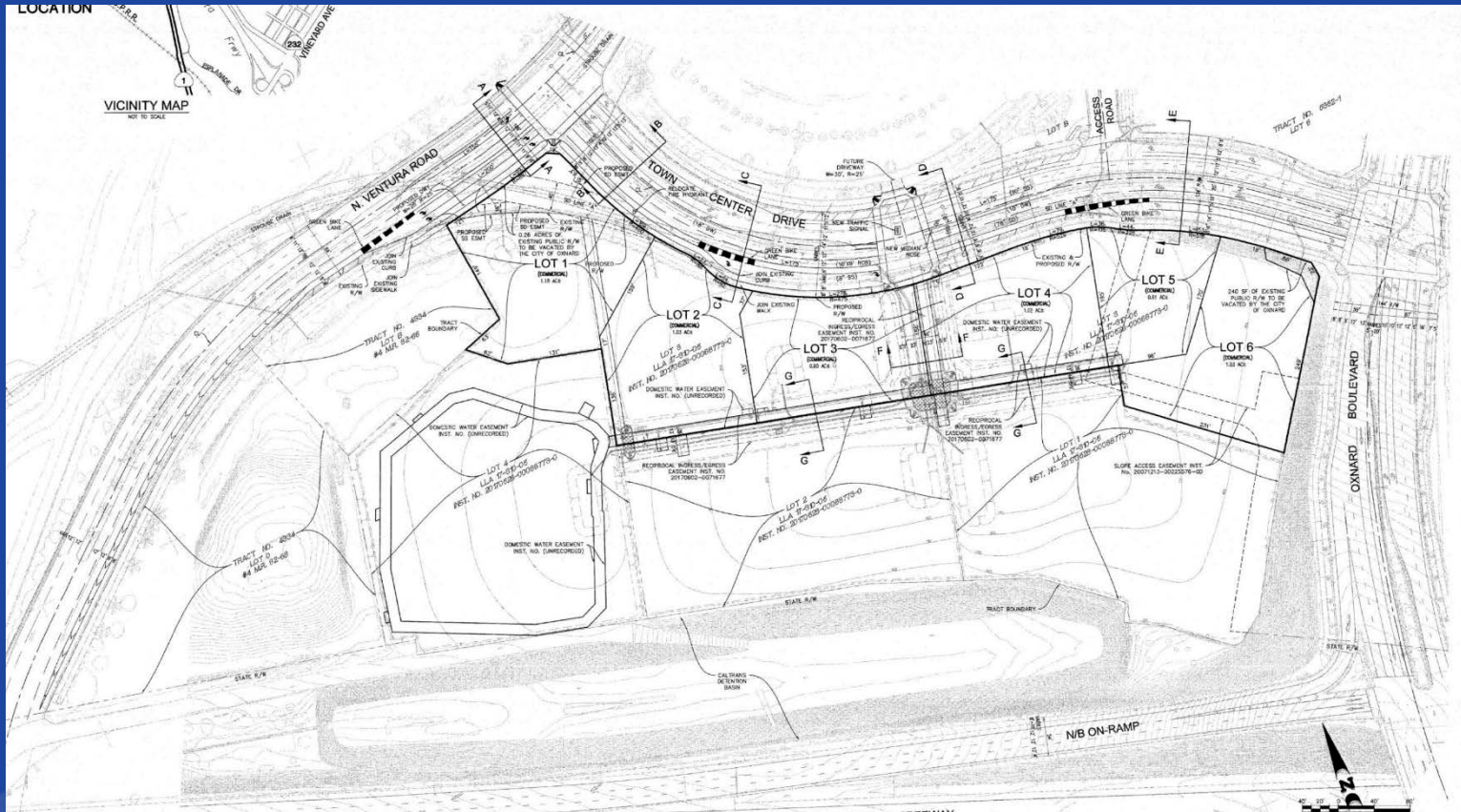


APPROVED DEVELOPMENT

RiverPark - The Landing Map

- Oakmont Assisted Living Apartments is under Construction – approved via Development Design Review Permit (PZ 16-200-04, 16-200-05)
- 2 Hotels expected to begin construction next month – approved via DDR (PZ 17-200-07, 17-200-08)





VACATION OF PUBLIC RIGHT OF WAY

RiverPark - The Landing Map

- Vacation of .26 acres at the southwest corner of Ventura Road/Town Center Drive; and 240 square feet of excess right of way on the southwest corner of Oxnard Blvd/Town Center Drive (“redesigned intersections”)
- Redesigned intersections improve pedestrian safety, as well as bicycle and vehicle safety and improve circulation flow
- Vacation of excess right of way eliminates free right turn from Ventura Rd. and Town Center Drive

RiverPark - The Landing Map



That the City Council:

Adopt a resolution to approve PZ 17-300-08 (Tentative Subdivision Map 6004), subject to certain findings and conditions

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 1

DATE: November 27, 2018

TO: City Council

FROM: Ashley Golden
Development Services Director

SUBJECT: Property Assessed Clean Energy ("PACE") Programs in Oxnard. (5/5/10)

CONTACT: Ashley Golden, Development Services Director
Ashley.Golden@oxnard.org, (805) 385-7882

RECOMMENDATION:

That the City Council:

1. Adopt a resolution entitled "A Resolution Authorizing the City of Oxnard to join the Figtree PACE Program; authorizing the California Enterprise Development Authority to conduct contractual assessment proceedings and levy contractual assessments within the territory of the City of Oxnard; and authorizing related actions;"
2. Adopt a resolution entitled "A Resolution of the City Council of the City of Oxnard consenting to the inclusion of properties within the territory of the City in the California Municipal Finance Authority Open PACE Programs; authorizing the California Municipal Finance Authority to accept applications from property owners, conduct contractual assessment proceedings and levy contractual assessments within the territory of the City; and authorizing related actions;" and
3. Adopt a resolution entitled "A Resolution of the City Council of the City of Oxnard consenting to the inclusion of properties within the territory of the City into the CSCDA Open PACE programs and authorize the California Statewide Communities Development Authority to accept applications from property owners, conduct contractual assessment proceedings, and levy contractual assessments within the territory of the City; and authorizing related actions."

BACKGROUND

Property Assessed Clean Energy ("PACE") Programs in Oxnard (5/5/10)

November 27, 2018

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In 2008, Assembly Bill 811 became law allowing the formation of Property Assessed Clean Energy ("PACE") programs which provide an innovative way to finance energy efficiency, water efficiency, and renewable energy upgrades for residential and commercial buildings in the state. Property owners who participate in the PACE program repay the loans through a voluntary contractual assessment collected together with their property taxes.

The primary goals of the bill are environmental – to lower greenhouse gas levels, and to reduce energy and water consumption. Additionally, PACE financing can help cities and counties by spurring economic growth and create new local jobs.

The City of Oxnard City Council previously approved participation in two PACE Joint Powers Authorities: the Western Riverside Council of Governments in 2014, which includes the Home Energy Renovation Opportunity ("HERO") program, and the Golden State Finance Authority in 2016.

The intent of the subject actions is to expand upon the options that Oxnard residents have in selecting contractors to perform green energy renovations on their homes or businesses. Adoption of these resolutions would allow additional PACE providers to join the existing providers that operate within the City.

California Statewide Communities Development Authority ("CSCDA")

The CSCDA was created in 1988 under California's Joint Exercise of Powers Act to provide California's local governments with an effective tool for the timely financing of community-based public benefit projects. CSCDA has over 530 member agencies and is the Joint Powers Authority and conduit bond issuer founded and sponsored by the League of California Cities and the California State Association of Counties.

CSCDA pre-qualified and appointed several green businesses referred to as PACE program administrators. These administrators manage the CSCDA Open PACE program to provide residential and commercial property owners choices among prequalified PACE financing providers. Having additional choices creates competition on terms, service, and interest rates.

The CSCDA Open PACE program provides efficiencies by providing solutions to save California cities and counties the time and resources of developing standalone PACE programs. There is no cost to approving the resolution or becoming a member of CSCDA.

CSCDA Open PACE has been approved and is available in over 460 cities and counties throughout California, including Moorpark, Thousand Oaks, and Santa Barbara, and approximately \$4 billion in energy efficiency, water efficiency, and renewable projects have been funded.

California Municipal Finance Authority ("CMFA")

Property Assessed Clean Energy ("PACE") Programs in Oxnard (5/5/10)

November 27, 2018

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The CMFA began in 2004 to promote economic, cultural, and community development. It is a Joint Powers Authority in California offering a similar PACE program, which includes members of numerous cities and counties within the state. To date, over 250 municipalities are members of the CMFA Open PACE program, which offers PACE financing for residential and commercial property owners in its member territories. The CMFA issues limited obligation bonds, notes or other forms of indebtedness to fund the projects.

The proposed Resolution authorizes CMFA to accept applications from owners of property within the City for municipal financing of authorized improvements through the CMFA Open PACE program. It also authorizes CMFA to conduct assessment proceedings and levy assessments against the property of participating owners within the incorporated territory of the City.

The cities of Camarillo, Fillmore, and Thousand Oaks are all participants in the CMFA Open PACE program.

California Enterprise Development Authority ("CEDA")

CEDA is a Joint Powers Authority that provides financing for economic development programs, such as PACE. CEDA has contracted with Figtree Energy Resource Company ("Figtree") to serve as the PACE program's financial administrator. The Figtree PACE program has provided millions of dollars in PACE financing to California property owners and businesses.

The Figtree Program is being proposed to allow property owners in participating cities and counties to finance renewable energy, energy and water efficiency improvements, and electric vehicle charging infrastructure on their property. There are currently over 200 cities and counties participating in the Figtree PACE program.

The cities of Camarillo, Moorpark, Santa Paula, Simi Valley, Thousand Oaks, and Ventura are all current members of the CEDA Figtree PACE program.

ANALYSIS

Authorizing CEDA Figtree PACE, CMFA Open PACE, and CSCDA Open PACE to operate in the City is a cost-effective means of offering property owners more choices in financing renewable energy, energy and water efficiency improvements, retrofits, electric vehicle charging infrastructure on their property, and creating new local jobs. Competition and financing alternatives will be increased for City residents and businesses by adopting the subject Resolutions.

Participation in the assessment is 100% voluntary by the property owner. The improvements installed on the owner's property are financed by the issuance of bonds by CEDA, CMFA, or CSCDA. The bonds are secured by a voluntary contractual assessment levied on the owner's property. Property owners who wish to participate in PACE agree to repay the money through

Property Assessed Clean Energy ("PACE") Programs in Oxnard (5/5/10)

November 27, 2018

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the voluntary contractual assessment collected with property taxes. The voluntary contractual assessments will be levied by CEDA, CMFA, or CSCDA and collected in annual installments through the applicable county secured property tax bill.

The benefits to the property owner include:

- **Eligibility.** In today's economic environment, alternatives for property owners to finance renewable energy, energy efficiency, water efficiency improvements, and electric vehicle charging infrastructure may not be available. As such, many property owners do not have financing options available that would provide funding for improvements that lower their utility bills.

- **Savings.** Energy prices continue to rise and selecting in energy efficient, water efficient and renewable energy improvements reduces utility bills.

- **100% Voluntary.** Property owners can choose to participate in the program at their discretion.

- **Payment obligation stays with the property.** Under Chapter 29, a voluntary contractual assessment stays with the property upon transfer of ownership. Certain residential conforming mortgage providers will, however, require the assessment be paid off at the time the property is refinanced or sold.

- **Prepayment Option.** The property owner can choose to pay off the assessments at any time, subject to applicable prepayment penalties.

- **Customer Oriented Program.** Part of the success of the program is prompt customer service. Committed funding partners provide funding promptly upon project completion resulting in both property owner and contactor satisfaction.

The benefits to the City include:

- Increase in local jobs.
- An increase in property values (energy efficient homes and buildings are worth more money).
- An increase in sales, payroll, and property tax revenue.
- As in conventional assessment financing, the City is not obligated to repay the bonds or to pay any delinquent assessments levied on the participating properties.
- All PACE program and assessment administration, bond issuance, and bond administration functions are handled by the PACE program administrators.
- The City can offer multiple financing options to property owners.

STRATEGIC PRIORITIES

Property Assessed Clean Energy ("PACE") Programs in Oxnard (5/5/10)

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This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This item supports the following goals and objectives:

Goal 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.

Objective 2a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.

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:

Objective 5a. Develop and implement a sustainability program.

FINANCIAL IMPACT:

There is no financial impact to the City's general fund by consenting to the inclusion of properties within the City limits in the CEDA, CMFA, or CSCDA PACE programs.

Prepared by Adam Smith, Project Manager

ATTACHMENTS:

Attachment A: CEDA Figtree PACE Resolution

Attachment B: CMFA Open PACE Resolution

Attachment C: CSCDA Open PACE Resolution

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY OF OXNARD TO JOIN THE FIGTREE PACE PROGRAM; AUTHORIZING THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY TO CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY OF OXNARD; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Enterprise Development Authority (“CEDA”) has adopted the Figtree Property Assessed Clean Energy (PACE) and Job Creation Program (the “Program” or “Figtree PACE”), to allow the financing of certain renewable energy, energy efficiency, seismic retrofits, electric vehicle charging infrastructure, and water efficiency improvements (the “Improvements”) through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code (“Chapter 29”), and the issuance of improvement bonds or other evidences of indebtedness (the “Bonds”) under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 et seq.) (the “1915 Act”) upon the security of the unpaid contractual assessments; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property (“Participating Parcel”) within its jurisdiction (“Participating Property Owners”) to participate in Figtree PACE, and to allow CEDA to conduct assessment proceedings under Chapter 29 and to issue Bonds under the 1915 Act to finance the Improvements; and

WHEREAS, CEDA will conduct assessment proceedings under Chapter 29 to establish an assessment district (the “District”) and issue Bonds under the 1915 Act to finance Improvements; and

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by CEDA in connection with such assessment proceedings (the “ROI”), a copy of which is attached hereto as Exhibit A; and

WHEREAS, said ROI sets forth the territory within which assessments may be levied for Figtree PACE which territory shall be coterminous with the City's official boundaries of record at the time of adoption of the ROI (the “Boundaries”); and

WHEREAS, pursuant to Chapter 29, the City authorizes CEDA to conduct assessment proceedings, levy assessments, pursue remedies in the event of delinquencies, and issue bonds or other forms of indebtedness to finance the Improvements in connection with Figtree PACE; and

WHEREAS, to protect the City in connection with operation of the Figtree PACE program, Dividend Finance, LLC (“Dividend”), the program administrator, has agreed to defend and indemnify the City; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies, the issuance, sale or administration of the bonds or other indebtedness issued in connection with Figtree PACE.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves:

Section 1. Good Standing. The City is either a municipal corporation or other public body and a member of CEDA in good standing.

Section 2. Public Benefits. On the date hereof, the City Council hereby finds and determines that the Program and issuance of Bonds by CEDA in connection with Figtree PACE will provide significant public benefits, including without limitation, savings in effective interest rates, bond preparation, bond underwriting and bond issuance costs and reductions in effective user charges levied by water and electricity providers within the boundaries of the City.

Section 3. Appointment of CEDA. The City hereby appoints CEDA as its representative to (i) record the assessment against the Participating Parcels, (ii) administer the District in accordance with the Improvement Act of 1915 (Chapter 29 Part 1 of Division 10 of the California Streets and Highways Code (commencing with Section 8500 et seq.) (the "Law"), (iii) prepare program guidelines for the operations of the Program and (iv) proceed with any claims, proceedings or legal actions as shall be necessary to collect past due assessments on the properties within the District in accordance with the Law and Section 6509.6 of the California Government Code. The City is not and will not be deemed to be an agent of Dividend or CEDA as a result of this Resolution.

Section 4. Assessment Proceedings. In connection with Figtree PACE, the City hereby consents to the special assessment proceedings by CEDA pursuant to Chapter 29 on any property within the Boundaries and the issuance of Bonds under the 1915 Act, provided that:

- (1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI;
- (2) The Participating Property Owners, who shall be the legal owners of such property, voluntarily execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and
- (3) The City will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies in such assessment payments, or the issuance, sale or administration of the Bonds in connection with Figtree PACE.

Section 5. Program Report. The City Council hereby acknowledges that pursuant to the requirements of Chapter 29, CEDA has prepared and will update from time to time the "Program Report" for Figtree PACE (the "Program Report") and associated documents, and CEDA will undertake assessment proceedings and the financing of Improvements as set forth in the Program Report.

Section 6. Foreclosure. The City Council hereby acknowledges that the Law permits foreclosure in the event that there is a default in the payment of assessments due on a property. The City Council hereby designates CEDA as its representative to proceed with collection and

foreclosure of the liens on the defaulting properties within the District, including accelerated foreclosure pursuant to the Program Report.

Section 7. City Contact Designation. The appropriate officials and staff of the City are hereby authorized and directed to make applications for Figtree PACE available to all property owners who wish to finance Improvements. The following staff persons, together with any other staff designated by the City Manager from time to time, are hereby designated as the contact persons for CEDA in connection with Figtree PACE: Development Services Director.

Section 8. City Execution of Documents. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents as are reasonably required by CEDA in accordance with the Program Report to implement Figtree PACE for Participating Property Owners.

Section 9. CEQA. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act ("CEQA"), because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

Section 10. Effective Date. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to Dividend.

Section 11. Costs. Services related to the formation and administration of the assessment district will be provided by CEDA at no cost to the City.

APPROVED AND ADOPTED this _____ day of _____, 20__ 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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
 CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE
 TERRITORY OF THE CITY IN THE CALIFORNIA MUNICIPAL
 FINANCE AUTHORITY OPEN PACE PROGRAMS; AUTHORIZING
 THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY TO ACCEPT
 APPLICATIONS FROM PROPERTY OWNERS, CONDUCT
 CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY
 CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE
 CITY; AND AUTHORIZING RELATED ACTIONS**

WHEREAS, the California Municipal Finance Authority (the “Authority”) is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the City of Oxnard (the “City”); and

WHEREAS, the Authority is implementing Property Assessed Clean Energy (PACE) programs, which it has designated CMFA Open PACE, consisting of CMFA Open PACE programs each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the “Programs”), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the “Improvements”) through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code (“Chapter 29”) within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

WHEREAS, the program administrators currently active in administering Programs are Energy Efficient Equity, Inc.; BlueFlame PACE Services LLC; OnPACE Energy Solutions, LLC; PACE Equity, LLC; Petros PACE Administrator, LLC; Samas Capital LLC; Structured Finance Associates, LLC; and Twain Community Partners II LLC; and the Authority will notify the City in advance of any additions or changes; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property (“Participating Property Owners”) within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

WHEREAS, the territory within which assessments may be levied for the Programs shall include all of the territory within the City’s official boundaries; and

WHEREAS, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale, administration repayment or guarantee of any bonds issued in connection with the Programs;

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves:

Section 1. This City Council hereby finds and declares that the foregoing recitals are true and correct.

Section 2. This City Council hereby finds and declares that properties in the territory of the City will benefit from the availability of the Programs within the territory of the City and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

Section 3. In connection with the Programs, the City hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the City and the issuance of bonds to finance or refinance Improvements; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale, administration, repayment or guarantee of any bonds issued in connection with the Programs.

Section 4. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the Mayor or City Manager of the City from time to time, are hereby designated as the contact persons for the Authority in connection with the Programs: _____ [specify name of position].

Section 5. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

Section 6. The City Council hereby finds that adoption of this Resolution is not a “project” under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4)).

Section 7. The City may withdraw from the Programs or any Program upon six (6) months written notice to the Authority. The City may withdraw its consent and approval for the conduct of special assessment proceedings by any specific program administrator under a Program within the jurisdictional limits of the City upon thirty (30) days written notice to the Authority without (a) liability to the Authority or any affiliated entity, and (b) withdrawing its consent and approval for the conduct of special assessment proceedings by any other program administrators under the other Programs. The City's withdrawal from any Program shall not affect the validity of any voluntary assessment contract entered into prior to the date of such withdrawal or entered into after the date of such withdrawal so long as the application for such voluntary assessment contract was submitted to and approved by the Authority prior to the date of the City's notice of withdrawal.

Section 8. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Financial Advisor of the Authority at: California Municipal Finance Authority, 2111 Palomar Airport Road, Suite 320, Carlsbad, California 92011, Attn: Travis Cooper.

APPROVED AND ADOPTED this _____ day of _____, 20__ 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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE
TERRITORY OF THE CITY INTO THE CSCDA OPEN PACE
PROGRAMS AND AUTHORIZE THE CALIFORNIA STATEWIDE
COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT
APPLICATIONS FROM PROPERTY OWNERS, CONDUCT
CONTRACTUAL ASSESSMENT PROCEEDINGS, AND LEVY
CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE
CITY; AND AUTHORIZING RELATED ACTIONS**

WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the City of Oxnard (the “City”); and

WHEREAS, the Authority is implementing Property Assessed Clean Energy (PACE) programs, which it has designated CSCDA Open PACE, consisting of CSCDA Open PACE programs each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the “Programs”), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the “Improvements”) through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code (“Chapter 29”) within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

WHEREAS, the program administrators currently active in administering Programs are the AllianceNRG Program (CounterPointe Energy Solutions (CA) LLC), PACE Funding Group LLC, CaliforniaFirst (Renew Financial Group LLC), and CleanFund Commercial PACE Capital and the Authority will notify the City in advance of any additions or changes; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property (“Participating Property Owners”) within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

WHEREAS, the territory within which assessments may be levied for the Programs shall include all of the territory within the City’s official boundaries; and

WHEREAS, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs;

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves:

Section 1. This City Council hereby finds and declares that properties in the territory of the City will benefit from the availability of the Programs within the territory of the City and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

Section 2. In connection with the Programs, the City hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the City and the issuance of bonds to finance or refinance Improvements; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

Section 3. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the Development Services Director of the City from time to time, are hereby designated as the contact persons for the Authority in connection with the Programs: Development Services Director.

Section 4. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

Section 5. The City Council hereby finds that adoption of this Resolution is not a “project” under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

Section 6. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority at: Secretary of the Board, California Statewide Communities Development Authority, 1400 K Street, Sacramento, CA 95814.

APPROVED AND ADOPTED this _____ day of _____, 20__ 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

PROPERTY ASSESSED CLEAN ENERGY (“PACE”) PROGRAMS

Adam Smith, Project Manager
Community & Economic Development Department

November 27, 2018



BACKGROUND

In 2008, Assembly Bill 811 (“AB 811”) became law which allowed the formation of Property Assessed Clean Energy (“PACE”) programs in California



The primary goals of AB 811 are environmental:

- Lower greenhouse levels
- Reduce energy & water consumption
- Help cities & counties spur economic growth
- Create new local jobs



BACKGROUND

- PACE programs provide an innovative way to finance energy efficiency, water efficiency, & renewable energy upgrades for residential and commercial buildings
- Installed improvements are financed by the issuance of bonds



BACKGROUND

- Bonds are secured by a voluntary contractual assessment levied on owner's property
- Property owners who wish to participate in the program agree to repay the amount borrowed through the voluntary contractual assessment collected together with their property taxes



PACE IN OXNARD

The City of Oxnard has previously approved participation in two PACE joint powers authorities:

- 2014 - The Western Riverside Council of Governments
- 2016 - Golden State Finance Authority



PACE IN OXNARD

Adoption of these resolutions tonight would allow additional PACE providers to join the existing providers that operate within the City, offering more options to Oxnard residents

1. California Statewide Communities Development Authority (“CSCDA”)
2. California Municipal Finance Authority (“CMFA”)
3. California Enterprise Development Authority (“CEDA”)

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (“CSCDA”)



- Created in 1988 under California’s Joint Exercise of Powers Act
- Over 530 member agencies
- Sponsored by the League of California Cities & the California State Association of Counties
- Provides residential & commercial property owners the choice among prequalified PACE financing providers
- Approved and available in over 460 cities & counties throughout California, including Moorpark, Thousand Oaks, & Santa Barbara, & approximately \$4 billion in energy efficiency, water efficiency, & renewable projects have been funded

CALIFORNIA MUNICIPAL FINANCE AUTHORITY (“CMFA”)



- Created in 2004 to promote economic, cultural, & community development
- 250 municipalities are members of the CMFA PACE program
- Cost-effective means of offering property owners more choices in financing energy & water efficiency, retrofits, & creating new local jobs
- Property owners repay the financing as a charge on their property tax bill over a period of years
- The cities of Camarillo, Fillmore, & Thousand Oaks are participants in the CMFA PACE program

CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY (“CEDA”)



- CEDA is a Joint Powers Authority that provides financing
- Figtree Energy Resource Company (“Figtree”) serves as the PACE program’s financial administrator
- The Figtree PACE program has provided millions of dollars in PACE financing to California property owners and businesses
- The cities of Camarillo, Moorpark, Santa Paula, Simi Valley, Thousand Oaks, & Ventura are all current members of the CEDA Figtree PACE program

BENEFITS TO PROPERTY OWNERS

- Many property owners do not have financing options available that would provide funding for green improvements that lower utility bills
- Property owners can choose to pay off the assessments at any time
- Participation in the program is voluntary



BENEFITS TO THE CITY OF OXNARD

- Increase in local jobs
- Increase in property values (energy efficient homes & buildings are typically worth more than homes without these upgrades)
- An increase in sales, payroll, & property tax revenue
- All PACE program & administration functions are handled by PACE administrators & not City staff
- There is no financial impact to the City's general fund by consenting to the inclusion of properties within the City limits in the CEDA, CMFA, or CSCDA PACE programs

RECOMMENDATION

That the City Council adopt resolutions:

- Joining the Figtree PACE Program which authorizes the CEDA to conduct contractual assessment proceedings and levy contractual assessments; and
- Consenting to the inclusion of properties within the territory of the City in the CMFA Open PACE Programs and authorize the CMFA to conduct contractual assessment proceedings and levy contractual assessments; and
- Consenting to the inclusion of properties within the territory of the City into the CSCDA Open PACE programs and authorize the CSCDA to conduct contractual assessment proceedings and levy contractual assessments.