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 Library, 251 South "A" Street and 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.

CITY OF OXNARD CALIFORNIA

# AMENDED AGENDA

OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
March 20, 2018

**Regular Meeting - 6:00 PM**
**Closed Session - 4:30 PM**
**Appointment Item - 5:30 PM**

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and Housing Authority.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION

1. Conference with Legal Counsel – Existing Litigation

CC (Government Code section 54956.9 (d)(1))
Name of case: Edward Romero v. City of Oxnard
Workers' Compensation Case No. ADJ10704933
The City Attorney requested that this item be discussed in closed session under the Brown Act authorization for the City Council to confer with its legal counsel regarding pending litigation.

2. Conference with Legal Counsel – Existing Litigation

CC (Government Code section 54956.9 (d)(1))
Name of case: Alberto Rivera v. City of Oxnard
Workers' Compensation Case No. ADJ10329837

The City Attorney requested that this item be discussed in closed session under the Brown Act authorization for the City Council to confer with its legal counsel regarding pending litigation.

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

D. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States.

E. APPOINTMENT ITEM

Economic Development Department

1. SUBJECT: Oxnard Convention & Visitors Bureau Annual Update. (10/15/5)
RECOMMENDATION: That City Council receive a report on the Oxnard Convention and Visitors Bureau.
Legislative Body: Contact: Kymberly Horner Phone: 385-7407

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

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

I. REVIEW OF INFORMATION/CONSENT AGENDA

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

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION CONSENT AGENDA

City Attorney Department

1. SUBJECT: First Amendment to Attorney Services Agreement with Aleshire & Wynder, LLP.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute a First Amendment to the Attorney Services Agreement ("Agreement") with Aleshire & Wynder, LLP ("Aleshire & Wynder") (Agreement No. 7598-16-CA) for legal services relating to litigation involving condemnation issues and general legal advice for an increase of $200,000 for a total contract amount not to exceed $400,000.
Legislative Body: CC Contact: Stephen M. Fischer Phone: 385-7483

City Clerk Department

2. SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the January 30, 2018 Regular Meeting, February 6, 2018 Regular Meeting, and February 7, 2018 Special Meeting as presented.
Legislative Body: CC Contact: Michelle Ascencion Phone: 385-7805

**AMENDED ITEM:**

3. SUBJECT: Certificate of Sufficiency of Signatures for the Initiative Petition Entitled: "Reducing Special Tax in Community Facilities District No. 4 (Seabridge at Mandalay Bay)."
RECOMMENDATION: No City Council action is required at this time; however a resolution to consolidate the measure with the November 6, 2018 General Election will be brought to the Council for adoption at the April 3, 2018 regular meeting.

Legislative Body: CC Contact: Michelle Ascencion Phone: 385-7805

City Manager Department

4. SUBJECT: Agreements for City Council Review.
RECOMMENDATION: That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000:

A. Magellan Advisors (A-8053) to develop a Fiber Master Plan ($98,450).
B E. P. Consulting (8083-17-CM) to serve as the City's liaison for communicating and

coordinating legislative actions with the City's state and federal legislative consultants ($20,000).
C. Liebert Cassidy Whitmore (Purchase Order No. 6745) for employee relations legal services ($175,000).
D. GlaxoSmithKline, Inc. (Purchase Order No. 6734) for Hepatitis A and B vaccine ($140,000).
Legislative Body: CC Contact: Scott Whitney Phone: 385-7624

Cultural and Community Service Department

5. SUBJECT: Recognize Revenue and Appropriate Matching Funds for the Retired and Senior Volunteer Program (RSVP).
RECOMMENDATION: That City Council:

1. Recognize revenue in the amount of $67,777 and appropriate matching funds of $29,047, for the Retired and Senior Volunteer Program grant, and

2. Authorize the City Manager or designee to execute grant agreements; the Finance Director or designee to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds.
Legislative Body: CC Contact: Ingrid Hardy Phone: 385-7993

Finance Department

6. SUBJECT: Budget Appropriation for the Reimbursement of Surplus Funds for AD 96-1 Close Out.
RECOMMENDATION: That City Council approve a budget appropriation in the amount of $723,545.43 for the reimbursement of surplus funds remaining as a result of the cancellation of the special tax lien and dissolution of Assessment District 96-1.
Legislative Body: CC Contact: Jim Throop Phone: 385-7475

7. SUBJECT: Budget Appropriation for Various Landscape Maintenance Districts and a Community Facilities District.
RECOMMENDATION: That City Council approve a budget appropriation in the amount of $90,415 for the current Fiscal Year 2017-18 from fund balance of the various Landscape Maintenance Districts and a Community Facilities District for water usage overages and special projects not included in the current budget.
Legislative Body: CC Contact: Jim Throop Phone: 385-7475

Human Resources Department

8. SUBJECT: Adoption of Successor Memorandum of Understanding with the Oxnard Public Safety Managers' Association Fire Unit.
RECOMMENDATION: That the City Council adopt the resolution approving a successor memorandum of understanding (MOU) with the Oxnard Public Safety Managers' Association Fire Unit.
Legislative Body: CC Contact: Steve Naveau Phone: 385-7947

Police Department

9. SUBJECT: Second Amendment to Taser Agreement
RECOMMENDATION: That City Council approve and authorize the Mayor to execute the Second Amendment to Agreement A-7858 with Axon Enterprises, Inc., formerly known as TASER International, Inc., to increase the amount by $268,973.55 to a total of $1,374.390.47 over five years for the purpose of adding fifty (50) body-worn cameras.
Legislative Body: CC Contact: Scott Whitney Phone: 385-7624

L. PUBLIC HEARINGS

Housing Department

1. SUBJECT: Five-Year & Annual Agency Plan and Five-Year Capital Fund for Low Rent Public Housing. (10/15/5)
RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard:

1. Hold a public hearing to receive comments concerning the fourth year of the Five-Year Agency Plan and the 2018 Capital Fund Annual Statement and Five-Year Capital Fund Plan; and

2. Adopt a resolution:
a. Approving the Five-Year and Annual Agency Plan for the Housing Authority;
b. Authorizing and directing the Chairman to execute the Department of Housing and Urban Development (HUD) Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures;
c. Authorizing the Housing Director to execute and submit all reports, documents and all other certifications required to comply with HUD's policies and procedures regarding the Five-Year Agency Plan;
d. Approving the 2018 Capital Fund Annual Statement and Five-Year Capital Fund Plan; and
e. Authorizing the Housing Director to accept and expend the funds as indicated in the revised 2018 Capital Fund Annual Statement and Five-Year Capital Fund Plan.
Legislative Body: HA Contact: Arturo Casillas Phone: 385-8094

Development Services Department

2. SUBJECT: Appeal of Planning Commission Approval of Planning & Zoning Permit No. 17-540-01 (Special Use Permit) and Approval of Planning & Zoning Permit No. 17-300-01 (Tentative Parcel Map) (10/5/5)
RECOMMENDATION: That City Council:

1. Adopt a resolution upholding the Planning Commission's approval of Planning and Zoning Permit No. 17-540-01 (Special Use Permit for a Planned Development Permit), subject to certain findings and conditions set forth in Planning Commission Resolution No.

2018-05.

2. Adopt a resolution approving Planning and Zoning Permit No. 17-300-01 (Tentative Parcel Map), subject to certain findings and conditions set forth in Planning Commission Resolution No. 2018-06.
Legislative Body: CC Contact: Ashley Golden Phone: 385-7882

3. SUBJECT: Planning and Zoning Permit Nos. 16-500-06 (Special Use Permit); 16-535-01 (Density Bonus); and 16-300-06 (Tentative Subdivision Map No. 5995) to Construct 20 Townhome Units Inclusive of 4 Affordable Units (Low Income), and a Tentative Subdivision Map to Create 20 Condominium Units on the 0.91-Acre Parcel Located Within the Southwinds Neighborhood. Property Located at 5489 Saviers Road (APN: 222-0-011-29). Filed by Designated Agent Henry Casillas, 451 West Fifth Street, Oxnard, California, 93030, on Behalf of the Property Owner (The "Applicant").
RECOMMENDATION: Open Public Hearing and Continue the Public Hearing to April 17, 2018.
Legislative Body: CC Contact: Ashley Golden Phone: 385-7882

M. REPORTS

Public Works Department

1. SUBJECT: Intelligent Transportation Systems Update (10/10/5)
RECOMMENDATION: That City Council receive an update on the City's Intelligent Transportation System.
Legislative Body: CC Contact: Rosemarie Gaglione Phone: 385-8055

2. SUBJECT: Traffic Signal Project - Rose and Gary Drive (5/5/5)
RECOMMENDATION: That City Council:

1. Authorize the City Manager or designee to recognize State grant revenue and appropriate funds in the total amount of $17,000 (grant and match) to implement the Rose Avenue and Gary Drive New Traffic Signal project.

2. Recognize grant award of design phase in amount of $15,000 and approve a match of $2,000 to the Rose Avenue and Gary Drive New Traffic Signal Project No. 183104.
Legislative Body: CC Contact: Rosemarie Gaglione Phone: 385-8055

N. ADJOURNMENT

| CITY OF OXNARD CALIFORNIA | CITY COUNCIL<br><br>AGENDA REPORT | TYPE OF ITEM: Appointment Item<br><br>AGENDA ITEM NO.: 1 |
|---|---|---|

**DATE:** March 20, 2018

**TO:**

**THROUGH:** Scott Whitney
Interim City Manager

S Whitney

**FROM:** Kymberly Horner
Economic Development Director

Kymberly Horner

**SUBJECT:** Oxnard Convention & Visitors Bureau Annual Update. (10/15/5)

**CONTACT:** Kymberly Horner, Economic Development Director
Kymberly.Horner@oxnard.org, 385-7407

**RECOMMENDATION:**

That City Council receive a report on the Oxnard Convention and Visitors Bureau.

**BACKGROUND**

The Oxnard Convention and Visitors Bureau ("OCVB") was initially formed in May 1974 as a nonprofit corporation for the purpose generating economic benefits to the City of Oxnard ("City") by promoting the area and attracting more visitors. The vision of the OCVB is to lead Oxnard's travel and tourism industry in promoting and marketing Oxnard as a premier leisure and business travel destination, seeking to bring significant economic and social benefits to our community. As such, OCVB's mission statement is to establish the Oxnard area as a recognized destination for tourism and business travel.

To promote Oxnard in primary markets and the local community, OCVB produces print, online, and social media materials, working collaboratively with neighboring Convention and Visitors Bureaus and the Ventura County Coast to promote tourism across our region. Of importance is staying up to date on current travel trends and markets, so that the proper marketing and outreach is undertaken to maximize OCVB's efforts. Going forward, OCVB's stated goals include continuing to provide connectivity between visitor sectors. Doing this will require City support in implementing their long-term strategic plan.

In using print outreach, the OCVB generated 61 stories from press releases, generating $155,780 in approximate advertising equivalency. During the current fiscal year, OCVB was featured in newspapers, radio, TV, and online sites. Additionally, OCVB has a goal to update the Oxnard visitor guides and brochures for placement in over 600 locations across California.

In addition to their website, *VisitOxnard.com*, the OCVB is active on social media (Facebook and Instagram). OCVB also oversees the California Welcome Center ("CWC") at The Collection at Riverpark. The CWC is currently the only state designated CWC in Ventura County.

On February 22, 2018, OCVB submitted a letter (Attachment #1) to the City Council and City Manager, stating their funding needs for the next five years. The Board along with the newly hired President and CEO, Julie Mino, will present their funding request through their annual update presentation at the March 20, 2018, City Council Meeting. Exhibit A of the current contract (Attachment #2), requires OCVB to provide a marketing plan and budget request on or before March 1st of each calendar year. Additionally, the OCVB agreement is set to expire on June 30, 2018. The Agreement was entered into on June 30, 2017 and was set for a one-year term (June 30, 2017-June 30, 2018); however the City has had an ongoing relationship with the agency since 1974. The Agreement entered last year, replaced the long term contract that was last revised in 1994. City Staff is preparing a new Agreement for City Council consideration, which will be presented in spring 2018.

**FINANCIAL IMPACT**

There is no financial impact in receiving this report.

**STRATEGIC PRIORITIES**

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 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.
Objective 2c. Capitalize on historic, cultural and natural resources.

**ATTACHMENTS:**

Attachment #1: OCVB Letter

Attachment #2: OCVB Agreement No. A-7968

Attachment #3: 2018 OCVB Presentation

OXNARD
CONVENTION & VISITORS BUREAU
CALIFORNIA

2775 N. Ventura Road, Suite 208
Oxnard, California 93036
T: 805.385.7545 | F: 805.385.7571
VisitOxnard.com | info@visitoxnard.com



February 22, 2018
City of Oxnard
City Manager's Office
300 West Third Street
Oxnard, CA 93030

Dear Scott Whitney, and Members of the Oxnard City Council,

The Oxnard Convention & Visitors Bureau (OCVB) is pleased to be a marketing arm of the City, helping to support the City's efforts to strengthen and build the economic vitality of our region, by stimulating tourism and business travel to Oxnard, through advertising, promotion, networking and a host of additional services. Due to a strong partnership with the City, and through your continued and valued investment in our efforts, OCVB has established an infrastructure of services to support and enhance tourism in our region, including the California Welcome Center, social media, and digital marketing materials, tours, visitor guides and brochures, and cooperative business agreements.

As you are aware, the tourism market in California is highly competitive, and we face significant and growing competition from our neighboring cities in attracting visitors to Oxnard over other potential destinations. Our ability to continue to increase visitors to our region, and the subsequent economic benefits of that growth, will require continued and sustained investment.

Below you will find a historical outlay of the OCVB budget as it has been funded by the City since 2008.

| Year | 2008/09 | 2009/10 | 2010/11 | 2012/13 | 2013/14 | 2014/15 | 2015/16 | 2016/17 | 2017/18 |
|---|---|---|---|---|---|---|---|---|---|
| OCVB Funding | $712,360 | $712,360 | $712,360 | $705,360 | *$805,236 | $705,236 | $635,236 | $635,236 | $712,360 |

**City of Oxnard provided a one-time $100k payment towards California Welcome Center Construction*

This funding not only supports the efforts of the OCVB, but of the California Welcome Center (CWC) located at The Collection. The OCVB underwrites approximately $200,000 annually to run the CWC.

Since 2013 the annual Transient Occupancy Tax (TOT) has increased year over year, indicating that the efforts are paying off with increased visitor traffic to our Oxnard destination. In order to continue this growth and to remain competitive in the market, the OCVB needs to expand marketing and advertising efforts, through website, social media, rapidly evolving technology trends, and print advertising. These efforts will contribute to the continued growth of the TOT and benefit the City and the many businesses and attractions that are impacted by tourism. In addition to the TOT, our visitors spend an average of $565 during each visit.

Plans are approved, and development is underway for the addition of two new hotel properties at the Collection. The OCVB needs to stay pro-active in selling our community to ensure the success of these new hotels, in addition to the existing hotel properties.

The OCVB also plans to invest in hiring a new Sales Associate, whose responsibilities will include: increasing local attraction awareness, and achieving a broader reach in the tourism market, which will result in increased dollars to the City's bottom line. Plans also call for producing and printing a visitor's guide on an annual basis, allowing us to stay current and aligned with our neighboring competitors.

As Oxnard continues to grow, we are committed to continue to support the economic vitality of the City. We would like to secure that commitment by entering into a five-year funding agreement and aligning our funding with the performance of the TOT. We are asking for our baseline budget to be increased to \$731,095 – a 2.63% increase from FY 17/18 as it corelates to the percentage increase in TOT from FY16/17. Future annual payments will include a 1:1 increase based on the percentage of increased TOT collected in the previous fiscal year, not to exceed a 5% increase from the previous year.

The approval of this funding request will further support the interests of local business and attractions and will add to the City's efforts in enhancing the quality of life for all of our Oxnard residents. By continuing to develop Oxnard as a premier visitor destination, we build value for the residents of the city, and create a desirable place to live, work and play. On behalf of the Oxnard Convention & Visitors Bureau and California Welcome Center, we are in gratitude for your partnership, as we work together to continue to enhance Oxnard as one of the premier visitor destinations in Southern California.

Sincerely,

Julie Mino

Julie Mino

President & CEO

CC: Kymberly Horner, Economic Development Director
OCVB, Board of Directors

**Agreement No. A-7968**

## AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 20th day of June, 2017, by and between the City of Oxnard, a municipal corporation (**"City"**), and Oxnard Convention & Visitors Bureau ("OCVB"), a California nonprofit corporation (**"Consultant"**). City and Consultant are sometimes individually referred to as **"Party"** and collectively as **"Parties."**

WHEREAS, City desires to hire Consultant to market the Oxnard area to attract more visitors and tourists, as more fully described in Exhibit A; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services;

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated by this reference in full herein (the **"Services"**).

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services

The Services shall be coordinated with the, Economic Development Department Director (**"Manager"**), subject to the direction of the City Manager.

COUNCIL APPROVED
6|20|2017 M1
DATE

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Economic Development Department Director and/or the City Manager of such delays.

9. Principal in Charge

Consultant hereby designates the OCVB Executive Director as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. The City agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

a. This Agreement is intended to be a long term Agreement between the City and Consultant to ensure long term commitment of both parties and allow long range planning and programs. This Agreement shall be for a 12-month period commencing July 1, 2017. Therefore the City and Consultant shall mutually determine a new term for this Agreement which may have a maximum period of five (5) years, unless terminated pursuant to section 12(b) or 12(c).

b. This Agreement may be terminated by either party, with cause by either party the Agreement shall terminate within thirty (30) days of written notice or Ninety (90) days without cause.

c. If the Agreement is not terminated pursuant to section 12(b), the Agreement is further subject to the City Council appropriating sufficient funds each year this Agreement is in effect to fulfill the funding set out in Section 14. If funds are not so appropriated, this Agreement shall automatically terminate on the date any funds that are so appropriated are exhausted.

13. Reserve

14. Compensation

a. For services rendered, OCVB shall be paid a total of $712,360 for the period July 1, 2017 through June 30, 2018, to be paid in four (4) quarterly payments.

b. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

c. Consultant shall provide the City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

d. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant quarterly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to the City. The invoice shall identify the Services by project as specified by the City.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide the City with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. Reserve

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services (**"documents and materials"**) shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to the City.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to the City within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant'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. Consultant'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, Consultant'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 Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-B**, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-B.** Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-B**.

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

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Reserve

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of the City, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by the City, provide copies to the City of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

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.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Oxnard Convention & Visitors Bureau, 2775 N. Ventura Road, Suite 208, Ventura, California 93036, Attention: OCVB Executive Director.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Economic Development Department, 214 S. C Street, Oxnard, California 93030, Attention: Director with a copy to City of Oxnard, City Attorney's Office, 305 W. 3rd Street, Oxnard, California 93030.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire Agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

**AGREEMENTS OF $250,000.01 OR MORE**

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

CITY OF OXNARD

Tim Flynn

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney 6/15/17

APPROVED AS TO CONTENT:

Kymberly Horner

Kymberly Horner, Economic Development Director

APPROVED AS TO AMOUNT:

Greg Nyhoff

Greg Nyhoff, City Manager

APPROVED AS TO INSURANCE:

Mike More, ~~Risk Manager~~

Oxnard Convention & Visitors Bureau,
a California nonprofit corporation

Joshua Travers, Executive Director

# EXHIBIT A

# SCOPE OF SERVICES

**EXHIBIT A**

**SCOPE OF SERVICES**

During the term of this Agreement, Oxnard Convention & Visitors Bureau ("OCVB") agrees to provide the following services to the City of Oxnard ("City"):

1. Serve as the City's official tourism agency that provides leadership in the marketing of the City and the generation of tourism sales.

2. Develop a comprehensive marketing program to advertise, promote and publicize the City to achieve, as City's priority, the goal of booking group meetings, trade shows, conferences, and other events at area hotels and other available meeting space in a manner that results in a positive economic impact for the City.

3. Develop a marketing program directed to tourism decision-makers and individual travelers to promote additional business and leisure travel to the City. OCVB may associate with other agencies, such as, but not limited to, Visit California, Ventura County Coast, Oxnard Downtown Improvement District, Oxnard Chamber of Commerce, City of Oxnard and the City's Department of Economic Development, Oxnard hotels, and local attractions, each as OCVB may reasonably determine to further extend its marketing efforts.

4. Develop said marketing program to include, but not be limited to researching tours, events and tournaments coming to the area, coordinating and distributing mailings, coordinating the development and maintenance of OCVB website and collateral materials, continuing maintenance of and management of social media platforms, and other marketing activities.

5. Participate in activities related to the branding of the City for the purpose of local, national, and international identity, and coordinate such activities with the City's Department of Economic Development, and/or other City agencies as identified by the City Manager's Office or designated representative(s).

6. Develop and implement an OCVB Board of Directors with members that represent a cross-section of the various organizations supporting economic development, communications, and marketing. The primary function of OCVB Board of Directors is to develop and provide input and suggestions that support and cross-promote the City as a destination. The members of OCVB Board of Directors shall be determined at the discretion of the OCVB, in consultation with the City, and shall be managed by OCVB.

7. OCVB shall manage the California Welcome Center as agreed to with the California Business, Transportation and Housing Agency so that it is an easily accessible and

recognizable facility. Services provided by the California Welcome Center shall include, but are not limited to, displays with information about traveling within California and the immediate region, state and local maps, and graphics that highlight the region as a "must stop" destination. The continuation of the California Welcome Center in the City shall remain as long as it is economically feasible, supports the organization's mission and vision, and does not cause a financial hardship on OCVB.

8. Present OCVB's annual budget, future budget requests and Annual Marketing Plan to the City Council, on or before March 1, each year. Budget requests and increases to OCVB's budget must be demonstrated by OCVB's ability to increase the City's Transient Occupational Tax ("TOT"), through its Marketing Plan.

# EXHIBIT B

## COMPENSATION RATES

# EXHIBIT INS-B

# INSURANCE REQUIREMENTS

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/15/2017

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**
Lisa Leonard Farmers Agency
32107 Lindero Canyon Rd., Suite 230
Westlake Village, CA 91361

CONTACT NAME: Lisa Leonard
PHONE (A/C, No, Ext): 818-991-7766 | FAX (A/C, No): 818-991-7768
E-MAIL ADDRESS: lleonard1@farmersagent.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Truck Insurance Exchange AXV | 21709 |
| INSURER B : Farmers Insurance Exchange AXV | 21652 |
| INSURER C : Mid Century Insurance Comapny AXV | 21687 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Oxnard Convention and Visitors Bureau
2775 N Ventura Rd., Unit 208
Oxnard, CA 93036

**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 | |
|---|---|---|---|---|---|---|---|---|
| | [X] COMMERCIAL GENERAL LIABILITY; [ ] CLAIMS-MADE [X] OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC; OTHER: | Y | Y | 094045284 | 06/15/2017 | 06/15/2018 | EACH OCCURRENCE | $ 2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 75,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 2,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY; [ ] ANY AUTO; [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS; [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | Y | 094045284 | 06/15/2017 | 06/15/2018 | COMBINED SINGLE LIMIT (Ea accident) | $ 2,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | [ ] UMBRELLA LIAB [ ] OCCUR; [ ] EXCESS LIAB [ ] CLAIMS-MADE; [ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | 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 | | | | | [ ] 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)

2775 N Ventura Rd., Unit 208
Oxnard, CA 93036

The City of Oxnard, its City Council, officers, employees and volunteers are named as Additional Insureds.

**CERTIFICATE HOLDER**

City of Oxnard
Attn: Risk Manager
300 W 3rd St.
Oxnard, CA 93030

**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
Lisa Leonard Lisa Leonard

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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

**SCHEDULE**

| | |
|---|---|
| **Name of Additional Insured Person(s) Or Organization(s):** | CITY OF OXNARD |
| **Location of Covered Operation(s):** | CITY OF OXNARD |
| **Effective Date Of Endorsement:** | 04/17/17 |

The BUSINESSOWNERS LIABILITY COVERAGE FORM is amended as follows:

**A.** With respect to the additional insured described in paragraph **B.** of this endorsement, the following exclusions are added to paragraph **1. Applicable To Business Liability Coverage** under Section **B. Exclusions**:

This insurance does not apply to:

1. "Bodily injury" or "property damage" for which the additional insured(s) is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured(s) would have in the absence of the contract or agreement.

2. "Bodily injury" or "property damage" occurring after:
   **a.** Your ongoing operations at the location of covered operations other than service maintenance or repairs performed by you or on your behalf have been completed; or

   **b.** The portion of your ongoing operation out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization.

   But in no event shall this insurance apply to "bodily injury" or "property damage" arising out of your operations that were completed prior to the effective date of this endorsement.

3. "Bodily injury" or "property damage" arising out of any act or omission of the additional insured(s) or any of its "employees", agents or contractors other than you, except for general supervision by the additional insured(s) of your ongoing operations performed by that additional insured.

4. "Property damage" to:

   **a.** Property owned, used or occupied by or rented to the additional insured(s);

   **b.** Property in the care custody or control of the additional insured(s) or over which the additional insured(s) exercise physical control; or

c. Any work including materials, parts or equipment furnished in connection with such work which is performed for the additional insured by you.

B. Section C. Who Is An Insured is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only to the extent that the additional insured(s) is held liable for "bodily injury" or "property damage" caused in whole or in part by:

1. Your ongoing operations performed for such person or organization at the location designated above;

2. The acts or omissions of your subcontractors acting on "your" behalf on the scheduled project in the performance of your ongoing operations for the additional insured(s) which start and are completed within the effective period of this endorsement; or

3. The acts or omissions of such additional insured(s) in connection with its general supervision of such operations.

C. With respect to this endorsement, "wrap up policy" means an Owner or Contractor Controlled Insurance Program providing one or a series of policies designed to cover a specific construction project that insures all of the persons and entities working on such project.

The BUSINESSOWNERS COMMON POLICY CONDITIONS are amended as follows:

With respect to the additional insured described in paragraph B. of this endorsement, Section H. Other Insurance is replaced by the following:

**H. Other Insurance**

**1. Primary and Non Contributory Insurance**

The coverage provided to an additional insured under this endorsement shall be primary and non contributory ONLY to any insurance issued directly to the additional insured if:

a. The Named Insured agreed in a written contract or written agreement to provide the additional insured coverage on a primary and non contributory basis;

b. Such written contract or written agreement referenced in a. above was executed prior to the issuance of this endorsement;

c. The additional insured designated herein has a policy with an Other Insurance provision making this policy excess; and

d. There is no "wrap up policy" in effect for the work performed at the location designated in the Schedule of this endorsement.

**2. Excess Insurance**

If there is other valid and collectable insurance available to the additional insured(s) as an additional insured under other policies covering the work performed at the location designated and described in the schedule of this endorsement, this insurance will be excess over those policies.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**E3306**
**1st Edition**

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

**Effective Date:** 04/17/17 **Policy Number:** 094045284

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS - BP 00 09

**SCHEDULE**

**Name of Person or Organization:**

**CITY OF OXNARD**

(If no entry appears above, information required to complete this Endorsement must be shown in the Declarations as applicable to this endorsement.)

The provisions of the Businessowners Common Policy Conditions are modified by this endorsement as follows:

Condition **K. Transfer Of Rights Of Recovery Against Others To Us** in the Businessowners Common Policy Conditions is amended by the addition of the following:

**3.** We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

E.1.b

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

SMS R022

DATE (MM/DD/YYYY) 6/15/2017

**THIS CERTIFICATEIS 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 | CONTACT NAME: | |
|---|---|---|
| HARTFORD FIRE INSURANCE COMPANY<br>250777 P: F:<br>PO BOX 33015<br>SAN ANTONIO TX 78265 | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC# |
| | INSURER A: Twin City Fire Ins Co A+XV | 29459 |
| INSURED | INSURER B: | |
| OXNARD CONVENTION & VISITORS BUREAU<br>2775 N VENTURA RD UNIT 208<br>OXNARD CA 93036 | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

**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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE / OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC<br>OTHER: | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB / OCCUR<br>EXCESS LIAB / CLAIMS-MADE<br>DED / RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | X | 76 WEG LM8628 | 08/01/2016 | 08/01/2017 | X PER STATUTE / OTH-ER | |
| | | | | | | | 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)

Those usual to the Insured's Operations.Waiver of Subrogation applies in favor of the Certificate Holder per Waiver of our Right to Recover from Others Endorsement Form WC040306

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| CITY OF OXNARD<br>RISK MANAGEMENT<br>300 W 3RD ST<br>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.<br>AUTHORIZED REPRESENTATIVE<br>[signature] |



ACORD 25 (2016/03)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

**Policy Number:** 76 WEG LM8628 **Endorsement Number:** 06

**Effective Date:** 06/15/17 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** OXNARD CONVENTION & VISITORS
BUREAU
2775 N VENTURA ROAD SUITE 208
OXNARD, CA 93036

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

| **Person or Organization** | **Job Description** |
|---|---|
| CITY OF OXNARD<br>RISK MANAGEMENT<br>300 WEST 3RD ST<br>OXNARD CA 93030 | COMPANY |

Countersigned by ______________________
Authorized Representative

**Form WC 04 03 06** **(1)** Printed in U.S.A.
**Process Date:** 06/15/17 **Policy Expiration Date:** 08/01/17


# Annual Report

March 20, 2018

# WHAT WE DO

## OCVB Mission Statement

To establish the Oxnard area as a recognized destination for tourism and business travel.

## Vision

The vision of the Oxnard Convention & Visitors Bureau is to lead Oxnard's travel and tourism industry in promoting and marketing Oxnard as a premier leisure and business travel destination, that brings significant economic and social benefits to our community.

# OCVB BOARD OF DIRECTORS

Joe Cabral, Best Western Oxnard Inn, Chair
Steve Buenger, Marine Emporium Landing, Vice Chair
Christian Hellot, Embassy Suites Mandalay Beach, Secretary
Otto Kanny, River Ridge Golf Club, Treasurer
Kymberly Horner, City of Oxnard
Cynthia Azari, Oxnard College
Peter Crabbe, Channel Islands Maritime Museum
Tim Kilcoyne, Scratch Sandwich Counter
Lyn Krieger, Ventura County Harbor Department
Nancy Lindholm, Oxnard Chamber of Commerce
Bryan MacDonald, Council Member, Oxnard
Michael Pynn, The Collection
Kim Recharte, Gold Coast Insurance Agency, Inc.
Chelsea Reynolds, The Oxnard Performing Arts & Conference Center
Jorge Rubio, Department of Airports
Patty Tewes, Courtyard by Marriott

OXNARD CONVENTION & VISITORS BUREAU CALIFORNIA

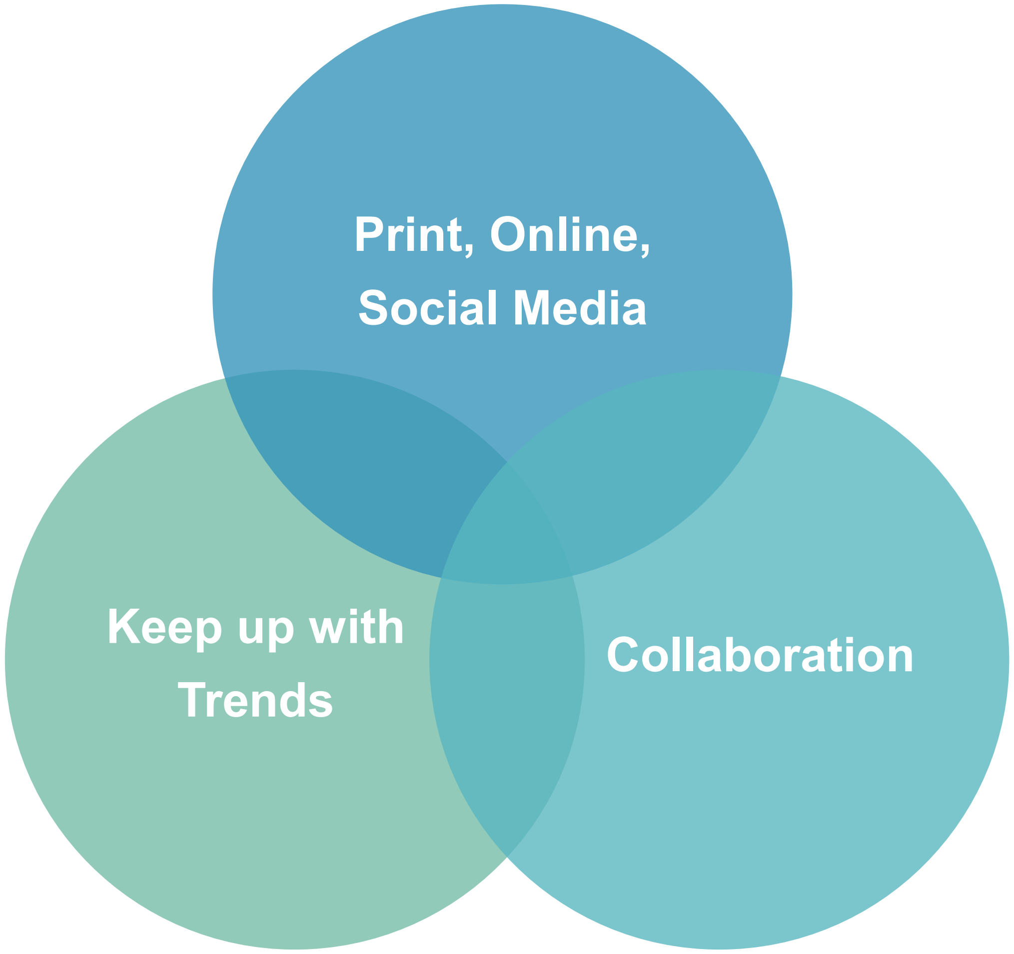
# STAFF

Julie Mino, President & CEO
Alyce Bosacki, Vice President
Michelle Flippo, Office Manager
Kay Carter, California Welcome Center Manager

# HOW WE DO IT

## Multi-Channel Approach

- Print, online, and through social media to promote Oxnard in our primary markets – tourism, meetings market, and within the community.
- We work collaboratively with neighboring CVBs and Ventura County Coast to promote tourism across our region.
- We stay current on travel trends and markets.



# PR & PRINT Stats from July 1, 2017 – February 23, 2018


Generated **61 stories** from Press Releases, generating **$155,780** in approximate advertising equivalency. Featured in newspapers, radio, TV and online sites

Featured in over 18 advertising publications, including the February 2018 issue of **Sunset Magazine as one of the "20-Game Changing Places to Live"**

# SOCIAL MEDIA & WEB Stats from July 1, 2017 – February 23, 2018

VisitOxnard.com has had 245,175 sessions with 831,654 total page views

OCVB Facebook has 29,326 followers with 2,666,154 impressions

OCVB Instagram has 10,507 followers with 49,651 impressions.

Our monthly e-newsletter is sent to 5,350 households.


OXNARD CONVENTION & VISITORS BUREAU CALIFORNIA

visitoxnard.co

# ADDITIONAL MARKETING STREAMS

Stats from July 1, 2017 – February 23, 2018

Attended 9 group meeting tradeshows & 5 leisure tradeshows, generating 36 meeting leads

Hosted 4 Press and Media visits

Promoted 287 events on our website for our partners

- Including 12 days of Giveaways, Restaurant Week, and Dallas Cowboys

18 themed blog posts and distribution aligning with seasons, attractions, festivals and things to do in Oxnard

881 Visitor Guide requests

Oxnard visitor guides/brochures will be located in 626 locations across California



# CALIFORNIA WELCOME CENTER (CWC) Stats for 2017


The Only State designated CWC in Ventura County

Promoting Oxnard through “Hub and Spoke” Tourism for travelers and local residents

2017 Visitor walk-in Traffic to the CWC: **25,468**

2017 Phone Calls: **1,781**

2017 Welcome Bags for groups staying in Oxnard: **1,581**

Total 2017 CWC Contact: **28,830**

# PLANNING

In 2017 OCVB developed a long-term strategic plan that will allow OCVB to be proactive in our growth, rather than reacting year after year.

**Key Pillars will drive a consistent marketing strategy:**

- Urban excitement
- Cultural attractions
- Outdoor beauty
- Culinary experiences
- Location and regional assets

**Plan focuses on 7 identified strategic imperatives:**

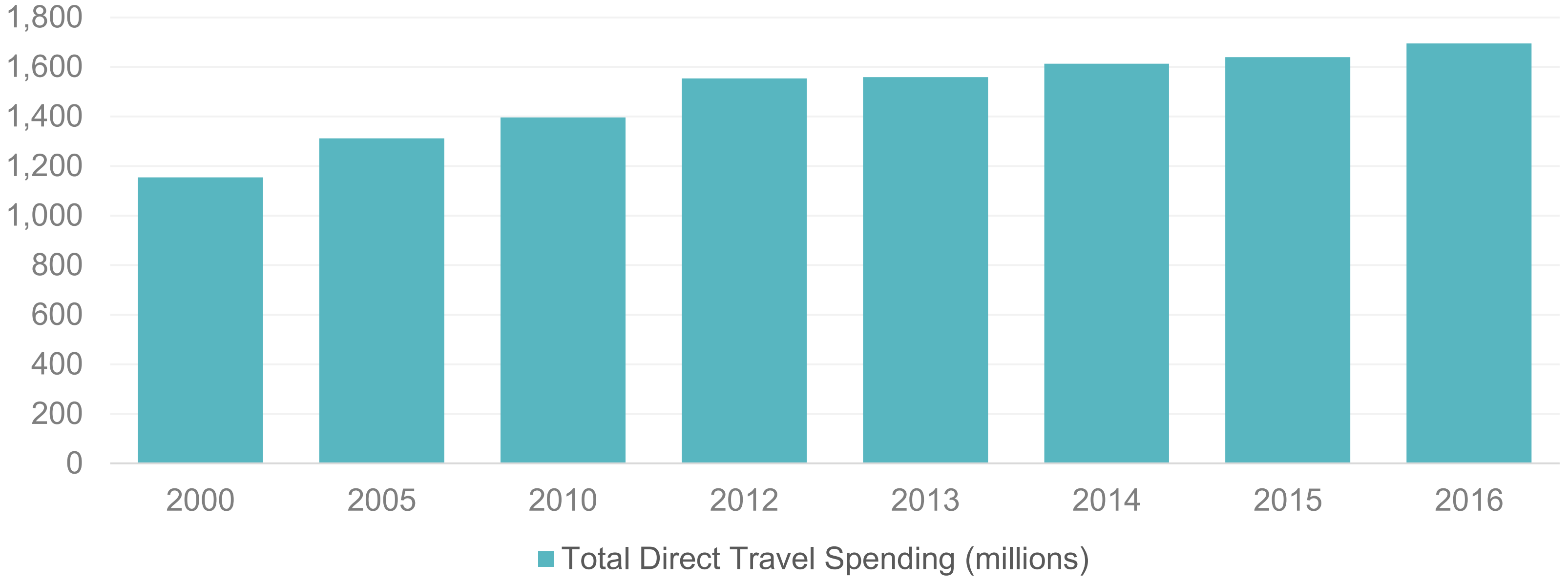
- Secure adequate and stable funding for all plan initiatives
- Reposition OCVB resources so that we can effectively sell, market and promote Oxnard in a highly competitive tourism market
- Increase brand awareness
- Maintain and build demand for mid-week "slow periods"
- Strengthen and grow our partnerships
- Strengthen our role in supporting economic vitality
- Establish strategies and commitment that ensures sound governance and long range organizational leadership stability

OXNARD
CONVENTION & VISITORS BUREAU
CALIFORNIA

# ECONOMIC IMPACT FROM TOURISM It's in the Numbers

- In 2016 total direct travel spending in California was $126.3 billion
- Travel industry supported over 1.1 million jobs
- Travel spending in 2016 generated 10.3 billion in state & local tax revenue

## Ventura County Travel Impacts




## OXNARD STR Report for 2017

- YTD occupancy: 78.1%, up 1.8% over last year
- YTD ADR: $143.90, **the highest in Ventura County**
- YTD RevPAR: 112.3, **the highest in Ventura County** & up 2.3% over last year

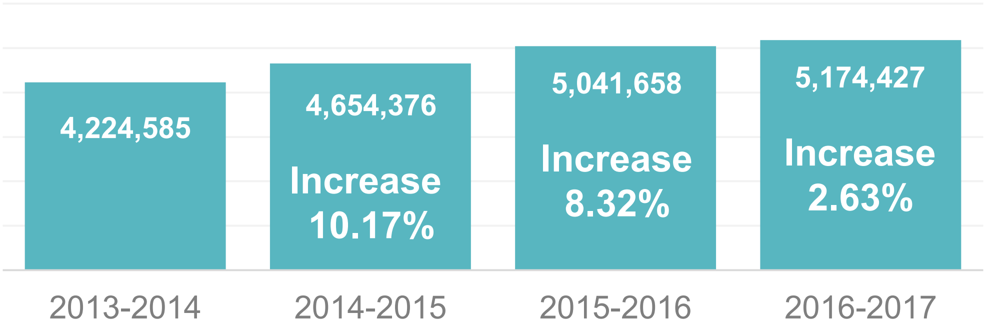
OXNARD CONVENTION & VISITORS BUREAU CALIFORNIA

visitoxnard.co

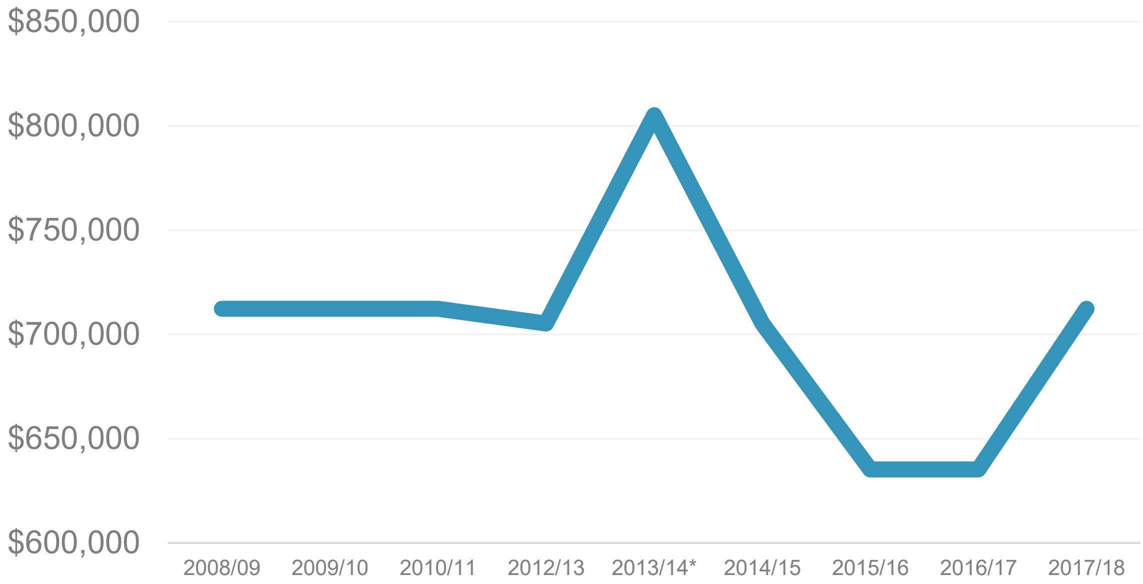
# TOT & OCVB FUNDING

## Oxnard Transient Occupancy Tax Totals

*Oxnard Year End TOT Growth*




## History of OCVB Funding




**City of Oxnard provided a one-time $100k payment towards California Welcome Center construction*

## 2018/19 Request: $731,095

**a 2.63% increase over last year, per the TOT growth*

| | |
|---|---|
| Administrative | $247,261 |
| Office Expenses | $80,878 |
| Promotion, Marketing, Sales and Support | $217,316 |
| California Welcome Center | $185,640 |
| **Total** | **$731,095** |

# GOALS

## Continue to Provide Connectivity Between Visitor Sectors

- Downtown Oxnard and Heritage Square
- The Collection – North Oxnard – River Ridge
- Channel Islands Harbor and Beaches

## Gain City Support / Implement Long-Term Strategic Plan

- Secure stable and predictable funding that supports a long-term strategic plan
- Maintain and develop the needed resources to achieve organizational goals
- Ensure Oxnard remains as a viable destination of interest in the highly competitive tourism market
- Evaluate, measure and report success!

On Behalf of the Oxnard Convention & Visitors Bureau &
the California Welcome Center Team,

# THANK YOU OXNARD CITY COUNCIL MEMBERS!

*OCVB & CWC Staff and Volunteers*

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| CITY OF OXNARD CALIFORNIA | CITY COUNCIL<br>AGENDA REPORT | TYPE OF ITEM: Info/Consent<br>AGENDA ITEM NO.: 1 |

**DATE:** March 20, 2018

**TO:** City Council

**FROM:** Stephen Fischer
City Attorney

**SUBJECT:** First Amendment to Attorney Services Agreement with Aleshire & Wynder, LLP.

**CONTACT:** Stephen Fischer, City Attorney
Stephen.Fischer@oxnard.org, 385-7483

**RECOMMENDATION:**

That City Council approve and authorize the Mayor to execute a First Amendment to the Attorney Services Agreement ("Agreement") with Aleshire & Wynder, LLP ("Aleshire & Wynder") (Agreement No. 7598-16-CA) for legal services relating to litigation involving condemnation issues and general legal advice for an increase of $200,000 for a total contract amount not to exceed $400,000.

**BACKGROUND**

Aleshire & Wynder provide advice and representation concerning the Rice Avenue/Highway 101 Interchange project condemnation issues and is a recognized expert in this area of representation on behalf of California governmental entities. Aleshire & Wynder's contract was entered into in 2016 and is reaching the not to exceed amount. Funding for the condemnation issues is paid from the related project funds and general legal advice is paid from the General Fund.

**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**

Sufficient funds have been budgeted to cover the cost of the agreement. The funding will come from various funding sources including: General Fund (101-1501) and Rice Highway 101 Phase II Project 163106 (301-9718).

**ATTACHMENTS:**

Attachment A: First Amendment

**Agreement No. 7598-16-CA**

**FIRST AMENDMENT TO ATTORNEY SERVICES AGREEMENT**

This First Amendment ("First Amendment") to the Attorney Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 20th day of March, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and Aleshire & Wynder, LLP ("Special Counsel"). This First Amendment amends the Agreement entered into on October 18, 2016, by City and Special Counsel. The Agreement previously has been amended on February 8, 2017, by a letter amendment.

City and Special Counsel agree as follows:

1. In Section 10.a.(1.) of the Agreement, the figure "$200,000" is deleted and replaced with the figure "$400,000".

2. In Section 30. Counterparts, the section is deleted in its entirety and replaced with the following, "This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes."

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

**Agreement No. 7598-16-CA**

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

**CITY OF OXNARD**

Tim Flynn, Mayor Date

ATTEST:

Michelle Ascencion, City Clerk Date

APPROVED AS TO FORM & CONTENT:

2/26/18

Stephen M. Fischer, City Attorney Date

APPROVED AS TO AMOUNT:

Scott Whitney, Interim City Manager Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager Date

**ALESHIRE & WYNDER, LLP**

2/23/18

June Ailin, Partner Date

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

PLEASE DO NOT REMOVE THIS BOX

| | | |
|---|---|---|
| CITY OF OXNARD CALIFORNIA | **CITY COUNCIL**<br>**AGENDA REPORT** | **TYPE OF ITEM: Info/Consent**<br>**AGENDA ITEM NO.: 2** |

**DATE:** March 20, 2018

**TO:** City Council

**FROM:** Michelle Ascencion
City Clerk

**SUBJECT:** Approval of Minutes.

**CONTACT:** Michelle Ascencion, City Clerk
Michelle.Ascencion@oxnard.org, 385-7805

**RECOMMENDATION:**

That the City Council approve the minutes of the January 30, 2018 Regular Meeting, February 6, 2018 Regular Meeting, and February 7, 2018 Special 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.

**ATTACHMENTS:**

Attachment A: Minutes 01.30.2018 CC regular meeting

Attachment B: Minutes 02.06.2018 CC regular meeting

Attachment C: Minutes 02.07.2018 CC special meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
January 30, 2018

A. ROLL CALL/POSTING OF AGENDA

At 5:07 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council 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, Bert Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present; Councilmember Oscar Madrigal was absent (arrived at 5:15 p.m.).

Staff members present were Scott Whitney, Interim City Manager/Police Chief; Stephen Fischer, City Attorney; Ashley Golden, Interim Assistant City Manager; Jesús Nava, Assistant City Manager; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS (None.)

C. CLOSED SESSION

The Mayor read the following closed session statement:

"The City Council will recess to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys on three cases. The titles and case numbers of the litigation being discussed are:

1. In the Matter of: Application of the Puente Power Project, (California Energy Commission Docket No. 15-AFC-01);

2. Application of Southern California Edison Company (U338E) for Approval of the Results of Its 2013 Local Capacity Requirements Request for Offers for the Moorpark Sub-Area, (California Public Utilities Commission Application 14-11-016); and

3. In re: GenOn Energy, Inc., et al., United States Bankruptcy Court for the Southern District of Texas, Houston Division Case No. 17-33695 (DRJ)."

At 5:09 p.m., the City Council recessed to a closed session. At 6:05 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; Arturo Casillas, Housing Director; Phillip Molina, City Treasurer; Jim Throop, Chief Financial Officer; Mark Alvarado, Homelessness Coordinator; Roger Brooks, Code Compliance Manager; Sandra Burkhart, Special Districts Administrator; Karl Lawson, Housing Compliance Services Manager; Kathleen Mallory, Planning Division Manager; Karen Moore, Assistant City Clerk; and Todd Vasquez-Housley, Environmental Resources Manager.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Mayor Flynn announced that item L-2 was being pulled from the agenda.

Public comments were received from Eric Nicholls (emergency response for the homeless); Petra Montes (facing eviction and homelessness); Woodrow Thomas Sr. (recent arrest and court case; Sgt. Major John Canley); Jackie Tedeschi (City Managers weekly report, Firehouse Subs restaurant, and recent Fox Canyon Groundwater Management Agency meeting); Martin Jones (city council districts); Lucy Cartagena (homelessness, recall election); Alicia Percell (outstanding public records request); and Soledad Trevino (advocating on behalf of Ms. Montes).

F. REPORT OF CITY MANAGER

The Interim City Manager announced various upcoming meetings and events and provided program updates. He also mentioned that Oxnard has been profiled as one of “20 Game-Changing Places to Live” in Sunset Magazine’s February 2018 issue, and that the city won the Ventura County, American Public Works Association 2017 Public Works Project of the Year award for the Central Trunk Sewer Failure repair projet.

The City Clerk gave an update on the upcoming May 1, 2018 Special Election.

The Interim City Manager also announced that stale dated checks are available for public claims, and clarified that staff did attend the recent Fox Canyon Groundwater Management Agency workshop.

G. CITY COUNCIL REPORTS

Councilmember Madrigal reported on attending the Oxnard Downtown Improvement District meeting. He attended community presentations at Oxnard High School and Hueneme High School. He commented on the city working cooperatively with the schools. He congratulated Sgt. Major John Canley on receiving the Medal of Honor.

Mayor Pro Tem Ramirez congratulated Sgt.Major Canley on his Medal of Honor and the Public Works Department on the Public Works Project of the Year award. She announced the upcoming Community Choice Energy workshop. She commented on the Halaco homeless encampment and the Winter Warming Shelter. She stated that a resolution is close on the proposed Puente power plant.

Councilman MacDonald reported on his recent installation as Chair of the LOSSAN Oversight Board. He said he favors creating six city council districts and proposed Map #635. He congratulated Sgt.Major Canley on his Medal of Honor.

Councilmember Perello proposed creating a “Red Team” to seek out grants and other sources of revenue for the city. He congratulated Sgt.Major Canley on his Medal of Honor. He commented on the Police Department’s lifesaving kits for overdose emergencies.

Mayor Flynn commented on the city council districts and discussion ensued on the proposed council committee process.

H. REVIEW OF INFORMATION/CONSENT AGENDA

Items J-2(B), J-2(C), and J-3 were discussed among the Council and staff.

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Jackie Tedeschi.

J. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the January 9, 2018 Regular Meeting and January 17, 2018 Special Meeting.
RECOMMENDATION: That the City Council approve the Minutes as presented.

City Manager Department

2. SUBJECT: Agreements for City Council Review.
RECOMMENDATION: That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000:
A. Ron's Signs (8148-17-DS) for installation and maintenance of legal notice signs ($75,000).
B. Rieman Enterprises, Inc., dba Ray Rieman Construction (8178-18-DS) for DS18-27R Perkins Road Remediation Project ($198,000).
C. Ephonamation.com, Inc. dba Ansafone Contact Centers (7870-17-PW) for telephone answering service for the Public Works Department ($37,000).
D. Mallory Safety & Supply for the purchase of 100 ballistic vests for the Fire Department ($41,708).

Finance Department

3. SUBJECT: Release of Special Assessment Lien and Closeout of Assessment District 96-1.
RECOMMENDATION: That City Council acting as the legislative body of Assessment District No. 96-1 (Rose Avenue/Highway 101 Interchange Improvements) ("AD 96-1") adopt **Resolution No. 15,085** that approves the District closeout analysis, declares the redemption fund as surplus, and orders the disposition of surplus amounts.

*It was moved by Councilman MacDonald, seconded by Councilmember Madrigal,* to approve the Information/Consent items as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor, the motion carried 5-0.

K. PUBLIC HEARINGS

Development Services Department

1. SUBJECT: Planning & Zoning Permit Nos. 17-620-04 (General Plan Amendment), Planning & Zoning Permit No. 17-16-630-01 (Rose Santa Clara Specific Plan Amendment), and Planning & Zoning Permit No. 17-500-15 (Special Use Permit) for the Parcel Generally Located on a 16.6 Acre Parcel Off of Ventura Blvd. (2001 Ventura Blvd. ) and a 1.6 Acre Vacant Site Adjacent to and to the Northeast of the Subject Site, Generally Known as Assessor's Parcel Number: 144-0-150-095.
RECOMMENDATION: That the City Council:
1. Adopt Mitigated Negative Declaration No. 17-03;
2. Adopt **Resolution No. 15,086** approving Planning & Zoning (PZ) Permit No. 17-620-04 (General Plan Amendment);
3. Approve the first reading by title only and waive further reading of an ordinance amending the Rose Santa-Clara Corridor Specific Plan as a result of PZ Permit No. 16-630-01 (Specific Plan Amendment); and
4. Approve a **Resolution No. 15,087** upholding the Planning Commission's approval of PZ Permit No. 17-500-15 (Special Use Permit).

The City Clerk announced the affidavit of publication and stated that no written communications had been received.

The Planning Division Manager gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Jackie Tedeschi.

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

Councilmember Perello moved to approve the staff recommendation with an amendment that requires the applicant to provide window cleaning devices (squeegees) for safety purposes. Further discussion ensued. The motion died for lack of second.

*It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez,* to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, and Ramirez voted in favor; Perello voted against. The motion carried 4-1.

Housing Department

2. SUBJECT: Extremely Low & Low-Income Needs Assessment FY 2018-19 Annual AAP & FY 2018-23 Consolidated Plan.
RECOMMENDATION: That the City Council conduct the first Public Hearing to receive comments and provide direction to staff concerning unmet needs of extremely-low and low-income persons residing in the City of Oxnard, for affordable housing, community development, and homelessness for the preparation of the FY 2018-19 Annual Action Plan and for the 2018-23 Five Year Consolidated Plan.

The City Clerk announced the affidavit of publication and stated that no written communications had been received.

The Housing Director gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. No one requested to speak. Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

*It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello,* to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

Public Works Department

3. SUBJECT: Rio Manor Mutual Water Company Well Permit Request.

This item was removed from the agenda.

L. REPORTS

Finance Department

1. SUBJECT: Recommendation for Surplus Funds of Eighteen (18) Dissolved Landscape Maintenance Districts.
   RECOMMENDATION: That the City Council approves either recommendation 1 or 2:
   1. Authorize the transfer of the surplus funds from the eighteen (18) dissolved Landscape Maintenance Districts, totaling $1,137,781.32 to the general fund per Streets and Highways Code section 22610; or
   2. Adopt a resolution authorizing the reimbursement of surplus funds from the eighteen (18) dissolved Landscape Maintenance Districts that did not receive a general fund subsidy, totaling $1,131,152.39 from the General Fund to the parcels within those respective districts.

The Special Districts Administrator gave a report, clarifying that the recommendation should read as follows:

That City Council adopts recommendation 1 or recommendations 1 and 2:
1. Authorize the transfer of the surplus funds from the eighteen (18) dissolved Landscape Maintenance Districts, totaling $1,137,781.32 to the general fund per Statute 22610 – Streets and Highways Code
2. Adopt resolution [**Resolution No. 15,088**] authorizing the reimbursement of surplus funds from the eight (8) dissolved Landscape Maintenance Districts that did not receive a General Fund Subsidy, totaling $1,131,152.39 from the General Fund to the parcels within those respective Districts.

Public comments were received from Michael Gleason, Julie Miller Kalbacher, and Jackie Tedeschi. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Councilmember Madrigal, to approve the staff recommendation with an amendment to bring back the audit to be discussed on a future City Council agenda in open session. VOTE: Madrigal and Perello voted in favor; Flynn, MacDonald, and Ramirez voted against. The motion failed 2-3.

*It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez,* to approve staff's recommendation as clarified by staff. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

2. SUBJECT: Award Contract for Fencing in Various Landscape Maintenance Districts.

This item was removed from the agenda.

City Treasurer Department

3. SUBJECT: Quarterly Investment Report for the Second Quarter FY 2017-18.
   RECOMMENDATION: That the City Council review and accept the report.

The City Treasurer gave a report. Discussion ensued among the Council, Treasurer, and staff. The report was received and filed as presented. No action was taken.

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 9:18 p.m.

| | |
|---|---|
| MICHELLE ASCENCION, CMC<br>City Clerk | TIM FLYNN<br>Mayor |

# M I N U T E S
OXNARD CITY COUNCIL
Regular Meeting
February 6, 2018

## A. ROLL CALL/POSTING OF AGENDA

At 4:39 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council 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 4:49 p.m.).

Staff members present were Scott Whitney, Interim City Manager/Police Chief; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ashley Golden, Interim Assistant City Manager; and Michelle Ascencion, City Clerk.

## B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS (None.)

## C. CLOSED SESSION

The Mayor read the following closed session statement:

"The City Council will recess to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys on four cases. The titles and case numbers of the litigation being discussed are:

1. Susan Engbrecht; Linda Gray v. City of Oxnard; Ventura County Superior Court, Case No. 56-2017-00496779-CU-WM-VTA;

2. John C. Zaragoza v. City of Oxnard, et al.; Ventura County Superior Court, Case No. 56-2017-00498218-CU-WM-VTA.

3. City of Oxnard, et al. v. Aaron Starr; Ventura County Superior Court, Case No. 56-2016-00479696-CU-MC-VTA.

4. Aaron Starr v. City of Oxnard; Ventura County Superior Court, Case No. 56-2017-00494475-CU-WM-VTA.

The City Council will also recess to a closed session pursuant to Government Code section 54956.9(d)(2), based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case."

At 4:40 p.m., the City Council recessed to a closed session. (Councilmember Perello arrived during closed session.) At 6:08 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 Phillip Molina, City Treasurer; Raja Bamrungpong, Information Technology Manager; Sujin Beck, Public Works Project Manager; Jeri Cooper, Special Districts Project Manager; Thien Ng, Assistant Public Works Director; and Renee Rakestraw, Recreation Manager.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating the Month of February 2018 as "Black History Month."

Mayor Flynn read the proclamation and presented it to former Mayor Pro Tem Dr. Irene Pinkard, Julia Dixon, and Bobbie Richards, who all gave remarks about the Pinkard Youth Institute's work in the community.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The Interim City Manager announced that item M-1 is pulled from the agenda and tentatively rescheduled for February 27, 2018.

Public comments were received from Woodrow Thomas Sr. (issues with his car being towed), Jason Corona (request to reopen claim for property damage), Alice Madrid (homeless seniors), Harold Ceja (upcoming recall election), Lupe Anguiano (Community Choice Energy program, and advertising of city meetings), Micheál O'Leary (upcoming Primary Election, candidate for State Board of Equalization), Gabriel Teran (tobacco control, air quality), Lawrence Stein (GREAT Program debt service), Pat Brown (city council districts, Rice Avenue overpass), Daniel Chavez Jr. (recall election, crosswalks, street paving), Jackie Tedeschi (recent Community Choice Energy program workshop), and Adam Vega (supports Oxnard joining the Los Angeles Community Choice Energy program).

G. REPORT OF CITY MANAGER

The Interim City Manager announced various upcoming meetings and events and provided program updates. He also showed a video tribute to "Jax" the Oxnard Police K-9 that recently passed away.

The City Clerk gave an update on the upcoming May 1, 2018 Special Election.

H. CITY COUNCIL REPORTS

Councilmember Madrigal commented on local high school sports. He reported on attending a recent event featuring U.S. Senate candidate Kevin De Leon and the recent Kamala Neighborhood Council meeting. He announced the upcoming City Council special meeting on council districting, the Rose Park Neighborhood Council meeting, and the La Colonia Neighborhood Council meeting.

Mayor Pro Tem Ramirez commented on the Los Angeles Community Choice Energy program. She expressed condolences to the family of Maria Socorro Velasquez, who recently passed away. She encouraged people to donate to the Winter Warming Shelter. She reported on attending a recent Girl Scout awards ceremony. She announced that food assistance is available for Thomas Fire victims, and the Performing Arts Center's rental credit program is available for non-profits. She commented on the upcoming recall election.

Councilman MacDonald announced the Latino Peace Officers Association of Ventura County's upcoming scholarship dinner. He also announced an upcoming Gold Coast Transit District meeting, and reported the Regional Defense Partnership's activities.

Councilmember Perello commended the Interim City Manager for his responsiveness. He expressed condolences on K-9 Jax's passing. He reported on the recent Measure O Oversight Board meeting. He commented on the continuing state drought. He reported on the recent Ventura Regional Sanitation District board meeting and its audit presentation.

Mayor Flynn announced an upcoming meeting of the Channel Islands Harbor Task Force. He also reported on a recent Council Policies and Procedures Committee meeting.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-1(A) and K-4 were discussed among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Michael Gleason, Lawrence Stein, and Jackie Tedeschi.

K. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review.
RECOMMENDATION: That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000:
A. Selectron Technologies (8138-17-IT) for renewal of City's Interactive Voice Response software support and maintenance ($173,340).
B. Compuwave (Purchase Order No. 6668) for purchase of computers, network hardware and software ($225,000).
C. L.N. Curtis (Purchase Order No. 6673) for purchase of personal protective gear, self-contained breathing apparatus and fire suppression supplies and equipment ($175,000).

Development Services Department

2. SUBJECT: Adoption of **Ordinance No. 2933.**
RECOMMENDATION: That the City Council adopts Ordinance No. 2933 (read by title only, waiving further reading) approving an amendment to exhibit 5, land use areas, of the Rose-Santa Clara Corridor Specific Plan to change the planning area designation from Commercial/Manufacturing (Planning area 4) to retail commercial (Planning area 3).

3. SUBJECT: Notice of Pending Approval – Parcel Map No. 16-300-02.
   RECOMMENDATION: Receive and file only.

Finance Department

4. SUBJECT: Approval of a Budget Appropriation to Transfer Landscape Maintenance District Surplus Fund Balances.
   RECOMMENDATION: That City Council approve a budget appropriation in the amount of $1,137,781.32 to transfer surplus fund balances from the eighteen (18) dissolved Landscape Maintenance Districts per Streets and Highways Code section 22610.

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

L. REPORTS

Cultural and Community Services Department

1. SUBJECT: Senior Services Commission Annual Report.
   RECOMMENDATION: That City Council receives the Senior Services Commission annual report.

Senior Services Commission Chair Alice Sweetland gave a report and introduced Senior Services Commissioners Clark Owen and Alice Madrid, who were also in attendance. Discussion ensued among the Council, staff, and commissioners. No action was taken.

M. PUBLIC HEARINGS

Development Services Department

1. SUBJECT: Introduce for First Reading an Ordinance Authorizing the Implementation of a Community Choice Aggregation Program with the Los Angeles Community Choice Energy Joint Powers Authority and Approving the Related Joint Powers Agreement.

(This item was continued to February 27, 2018.)

N. REPORTS

City Treasurer Department

1. SUBJECT: Investment Policy and Annual Delegation of Investment Authority.
   RECOMMENDATION: That City Council adopt a resolution:
   1. Adopting the 2018 Investment Policy for the City of Oxnard.
   2. Delegating investment authority to the City Treasurer

The City Treasurer gave a report. Discussion ensued among the Council and staff. The Council requested the item be continued to a future meeting to gather additional information before taking action. No action was taken.

Finance Department

2. SUBJECT: Award Contract for Fencing in Various Landscape Maintenance Districts.
RECOMMENDATION: That City Council:
1. Award and authorize the Mayor to execute Agreement A-8040 with Fenceworks, Inc. (Attachment A) in the amount of $535,140.75 for the Assessment District Fencing Project SD 18-23; and
2. Approve a budget appropriation in the amount of $20,000 (Attachment B) for the current Fiscal Year 2017-18 from fund balance of LMD 46 Daily Ranch to cover a portion of the project costs for the District.

The Special Districts Project Manager gave a report. Discussion ensued among the Council and staff. Public comments were received from Michael Gleason, Lawrence Stein, and Jackie Tedeschi.

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

Public Works Department

3. SUBJECT: Award Contract for Wastewater Treatment Plant Cogeneration Engine Refurbishment Project PW 18-03.
RECOMMENDATION: That City Council:
1. Award and authorize the Mayor to execute Agreement A-8043 in the amount of $637,394 for the Oxnard Wastewater Treatment Plant Cogeneration Engine Refurbishment Project PW 18-03 with GI Endurant, LLC dba GI Energy; and
2. Approve and authorize the City Manager to amend the agreement in an amount not to exceed $80,000 for one or more of the possible additive items described in this report; and
3. Approve $54,202 for Project contingency for the Oxnard Wastewater Treatment Plant Cogeneration Engine Refurbishment Project;
4. Approve $108,404 for consultant and staff engineering, inspection, survey and Project management for the Oxnard Wastewater Treatment Plant Cogeneration Engine Refurbishment Project; and
5. Approve an appropriation of $484,000 for the Oxnard Wastewater Treatment Plant Cogeneration Engine Refurbishment Project No. 186610.

The Assistant Public Works Director introduced the new Public Works Project Manager, who gave a report. Discussion ensued among the Council and staff.

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

O. ADJOURNMENT

There being no further business, and without objection, Mayor Flynn adjourned the meeting at 9:08 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

<u>M I N U T E S</u>
OXNARD CITY COUNCIL
Special Meeting
February 7, 2018

A. ROLL CALL/POSTING OF AGENDA

At 6:11 p.m., Mayor Flynn called to order the special meeting of the Oxnard City Council 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, Bert Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present.

Staff members present were Scott Whitney, Interim City Manager/Police Chief; Stephen Fischer, City Attorney; Karen Moore, Assistant City Clerk; Kenneth Rozell, Assistant City Attorney; and Michelle Ascencion, City Clerk.

B. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

C. PUBLIC HEARINGS

City Attorney Department

1. SUBJECT: Public Hearing Regarding Draft Maps for Possible City Council Districts.
RECOMMENDATION: That the City Council:
1. Hold the fourth public hearing to review the districting process for City Council elections and receive public input regarding the draft district maps; and
2. Provide direction to staff regarding the specific number of Council districts (four, six, or eight) that the City Council wants to consider when determining whether to adopt an ordinance that would approve City Council districts and the sequencing of elections in each of the districts.

The City Clerk announced the affidavit of publication and stated that no written communications had been received.

The City Attorney introduced Douglas Johnson of National Demographics Corporation, who gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Lauraine Effress, Jon Huycke, Pat Brown, Jackie Tedeschi, Jack Villa, Amelia Realzole, Alejandra Ayala, Natalie Leon, Victor Cortes, Victor Arroyo, Zachary Ortega, Alondra Osuna, Jordan Medina, Tom McInally, Michelle Samsel, Mark Samsel, Sofia Vega, Raul Lopez, Ronald Arruejo, Lucas Zucker, Arthur Valenzuela Jr., Daniel Chavez Jr., Genevieve Flores-Haro, Steve Nash, and Jeremy Meyer.

Without objection, the Council approved closing the public testimony portion of the public hearing.

Discussion ensued among the Council and staff. No action was taken.

D. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 7:57 p.m.

| | |
|---|---|
| MICHELLE ASCENCION, CMC<br>City Clerk | TIM FLYNN<br>Mayor |

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| CITY OF OXNARD CALIFORNIA | CITY COUNCIL<br>AGENDA REPORT | TYPE OF ITEM: Info/Consent<br>AGENDA ITEM NO.: 3 |
|---|---|---|

**DATE:** March 20, 2018

**TO:** City Council

**FROM:** Michelle Ascencion
City Clerk

**SUBJECT:** Certificate of Sufficiency of Signatures for the Initiative Petition Entitled: "Reducing Special Tax in Community Facilities District No. 4 (Seabridge at Mandalay Bay)."

**CONTACT:** Michelle Ascencion, City Clerk
Michelle.Ascencion@oxnard.org, 385-7805

## RECOMMENDATION:

No City Council action is required at this time; however a resolution to consolidate the measure with the November 6, 2018 General Election will be brought to the Council for adoption at the April 3, 2018 regular meeting.

## BACKGROUND

On February 2, 2018, the City Clerk received a notification letter (Attachment C) that a Notice of Intention to Circulate a Petition for Community Facilities District No. 4 had been posted and published as required by Election Code §9302 and 9303.

The initiative proponent delivered the completed petitions to the City Clerk's office on February 13, 2018, which were forwarded to the Ventura County Elections Division for signature verification.

On March 2, 2018, the Elections Division finalized its count of the signatures and provided a signature verification certificate (Attachment B). As the required number of valid signatures has been submitted in favor of the proposed measure, the City Clerk has provided a Certificate of Sufficiency for the measure (Attachment A) for the City Council's information (EC §11224, 11225 and 11227).

Per EC §9215, if an initiative petition meets the signature requirements, the governing body has multiple options, including:

1. Adopt the ordinance, without alteration, within 10 days after it is presented, or
2. Submit the ordinance, without alteration, to the voters pursuant to EC §1405.

Per EC §1405, a district has two options if it chooses to submit the ordinance to the voters:

1. Hold the election on the initiative at the next statewide election that is not less than 88 days after the date of the order of the election, or
2. Alternatively, call a special election between 88 and 103 days after the order of the election.

Since CFD-4, as a special district, has the option of holding the election at the next statewide election or holding a special election, the staff recommendation to the Council will be to consolidate the measure with the next statewide election on November 6, 2018.

**FINANCIAL IMPACT**

The cost for conducting this election is unknown at this time. Information should be available when staff returns to Council on April 3rd to call the election.

**ATTACHMENTS:**

Attachment A: Certificate of Sufficiency

Attachment B: Signature Verification Certificate

Attachment C: Notice of Intention and Proposed Measure

CITY OF
OXNARD
CALIFORNIA

# CERTIFICATE OF SUFFICIENCY OF INITIATIVE PETITION SIGNATURES FOR COMMUNITY FACILITIES DISTRICT NO. 4 (SEABRIDGE AT MANDALAY BAY)

I, Michelle Ascencion, City Clerk of the City of Oxnard, County of Ventura, State of California, hereby certify:

The initiative petition entitled "Reducing Special Tax in Community Facilities District No. 4 (Seabridge at Mandalay Bay)" was filed with the City Clerk's office on February 13, 2018.

That the petition has been examined by the County of Ventura Registrar of Voters, and as a result of such examination, it has been confirmed that the petition has been signed by the requisite number of voters and the following facts have been determined:

| | |
|---|---|
| Total number of signatures on petition (raw count): | 98 |
| Total number of signatures verified: | 98 |
| Number of signatures found sufficient: | 87 |
| Number of signatures found insufficient: | 11 |
| Number of signatures insufficient because of duplication: | 0 |

Based on the information above, the petition is deemed to be sufficient.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Oxnard, California this 1st day of March, 2018.

CITY OF OXNARD INCORPORATED JUNE 30, 1903 STATE OF CALIFORNIA

Michelle Ascencion, CMC
City Clerk

County of Ventura
COUNTY CLERK-RECORDER,
REGISTRAR OF VOTERS


Received
Oxnard City Clerk
2018 MAR -2 PM 2:35


**MARK A. LUNN**
County Clerk-Recorder,
Registrar of Voters

**JAMES B. BECKER**
Assistant County Clerk and Recorder

**TRACY D. SAUCEDO**
Assistant Registrar of Voters

**MARTIN E. COBOS**
Operations Manager

**MIRANDA L. NOBRIGA**
Public Information Officer


February 28, 2018

Ms. Michelle Ascencion, City Clerk
City of Oxnard
300 West Third Street, 4th floor
Oxnard, CA 93030

Re: City of Oxnard Initiative Petition

Dear Ms. Ascencion:

Enclosed is our Signature Verification Certificate for the Petition entitled: Reducing Special Tax in Community Facilities District No.4 (Seabridge at Mandalay Bay).

If you have any questions, please call me at (805) 654-2700.

Sincerely,

Tracy Saucedo

**TRACY D. SAUCEDO**, CERA, REO
Assistant Registrar of Voters

Attachment (1)
Signature Verification Certificate

*Preserving History • Protecting Democracy*

# SIGNATURE VERIFICATION CERTIFICATE

I, **MARK A. LUNN**, Clerk Recorder/Registrar of Voters of the **County of Ventura**, State of California,

Hereby certify that: Reducing Special Tax in Community Facilities District No.4 (Seabridge at Mandalay Bay)
Initiative Title

has been filed with this office on February 23, 2018
Month and day Year

That the said petition consists of 11 sections;

That each section contains signatures purporting to be signatures of qualified electors of this county;

That attached to this petition at the time it was filed, was an affidavit purporting to be the affidavit of the person who solicited the signatures, and containing the dates between which the purported qualified electors signed this petition;

That the affiant stated his or her own qualification, that he or she had solicited the signatures upon that Section, that all of the signatures were made in his or her presence, and that to the best of his or her own knowledge and belief, each signature to that section was the genuine signature of the person whose name it purports to be;

That after the proponent filed this petition, I verified the required number of signatures by examining the records of registration in this county, current and in effect at the respective purported dates of such signing, to determine what number of qualified electors signed the petition, and from that examination I have determined the following facts regarding this petition:

1. Number of unverified signatures filed by proponent (raw count) 98
2. Number of signatures verified 98

   Number of signatures found SUFFICIENT 87

   Number of signatures found INSUFFICIENT 11

   INSUFFICIENT because of DUPLICATE 0

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day of

February 28, 2018
Month and day Year

Received
Oxnard City Clerk
2018 MAR -2 PM 2: 35

**MARK A. LUNN**
Clerk-Recorder, Registrar of Voters

By: Tracy Saucedo
**TRACY D. SAUCEDO**, CERA, REO
Assistant Registrar of Voters

Received
Oxnard City Clerk

2018 FEB -2 PM 3: 45

February 2, 2018

Michelle Ascencion, City Clerk
City of Oxnard
300 West Third Street, Fourth Floor
Oxnard, CA 93030

Re: Initiative Measure to be Submitted to Voters

Please find enclosed with this letter a proposed initiative measure and Notice of Intention to Circulate Petition for Community Facilities District No. 4 (Seabridge at Mandalay Bay). Pursuant to Sections 9302 and 9303 of the Elections Code, the Notice of Intention was both posted in at least three public places in the District and published in the Tri County Sentry on February 2, 2018. In accordance with Section 9304 of the Elections Code, Affidavits of Posting and Publication, the original Notice of Intention, and the full text of the proposed initiative are enclosed with this letter.

I am the proponent of this measure, am the owner of record of land, and am a registered voter within Community Facilities District No. 4 (Seabridge at Mandalay Bay). Attached please find a signed proponent affidavit as required by section 9608 of the California Elections Code. If you have any questions, please contact the undersigned at

Very Truly Yours,

Robert Chatenever

Robert Chatenever, Proponent

Received
Oxnard City Clerk
2018 FEB -2 PM 3:45

COMMUNITY FACILITIES DISTRICT NO. 4 (SEABRIDGE AT MANDALAY BAY)
OF THE CITY OF OXNARD

| | |
|---|---|
| INITIATIVE TO REDUCE SPECIAL TAX ) | AFFIDAVIT OF POSTING OF NOTICE OF INTENT TO CIRCULATE INITIATIVE PETITION<br><br>(ELECTIONS CODE SEC. 9303) |

I, Robert Chatenever, do hereby declare as follows:

1. I am a registered voter in Community Facilities District No.4 (Seabridge at Mandalay Bay) of the city of Oxnard ("District")

2. On February 1, 2018 I posted the attached "Notice of Intention to Circulate Petition" in the following public places within the District:

| | |
|---|---|
| Gate house on Seabridge Lane | Entry gate at Aleution Way |
| Clubhouse at 1420 Seabridge Lane | Mailbox at Windshore Way (2) |
| Mailbox at Caribbean St. | Mailbox at Adriatic St./Caspian Way |
| Mailbox at Hemlock St. | Mailbox at Harbor Island Lane |

3. A true and correct copy of the "Notice of Intention to Circulate Petition" is attached hereto as Exhibit A.

The foregoing is true and correct and of my personal knowledge. If called as a witness, I could and would testify competently thereto.

Executed under penalty of perjury under the laws of the State of California this Feb. 1, 2018.

Robert Chatenever

Robert Chatenever

Received
Oxnard City Clerk
2018 FEB -2 PM 3:46

Notice of Intention to Circulate Initiative Petition

Notice is hereby given of the intention of the person whose name appears hereon of his intention to circulate the petition within Community Facilities District No. 4 (Seabridge at Mandalay Bay) of the City of Oxnard for the purpose of reducing the special tax. A statement of the reasons for the proposed action as contemplated in the petition is as follows:

1. Community Facilities District No. 4 ("CFD-4") was established by the City of Oxnard in 2004 when the City of Oxnard made a deal with the County of Ventura and the landowner who was seeking approval to develop the Seabridge community.

2. The landowner agreed to the imposition of a special tax on future residents in return for gaining approval to build the Seabridge project, and the County agreed not to challenge the project. No current landowner in CFD-4 had the right to vote on this special tax.

3. CFD-4 funds are being used for such purposes as "city overhead" and "to recognize the value that the harbor adds to the community."

4. CFD-4 funds are used to supplant Harbor Patrol services outside of the Seabridge community that were previously available and paid for by the County of Ventura.

5. CFD-4 funds Harbor Patrol activity that is in excess of the service that is necessary and reasonable. The County has refused to negotiate a less costly level of service.

For all of the above reasons, the residents of Seabridge have no choice left except to exercise their Constitutional right of initiative to reduce the existing special tax to a level that correlates with the level of service received by the community.

Robert Chatenever, Proponent

Robert Chatenever

EXHIBIT A

**ORDINANCE REDUCING SPECIAL TAX IN
COMMUNITY FACILITIES DISTRICT NO. 4 (SEABRIDGE AT MANDALAY BAY)**

The people of Community Facilities District No. 4 (Seabridge at Mandalay Bay) do ordain as follows:

SECTION 1. REDUCTION OF MAXIMUM SPECIAL TAXES FOR DEVELOPED PROPERTY

Table 1 of Attachment C, "Rate and Method of Apportionment," to Resolution No. 12716, adopted as Ordinance No. 2677 by the City Council of the City of Oxnard acting as the governing body of Community Facilities District No. 4 (Seabridge at Mandalay Bay), establishing the maximum special tax for each Land Use Class, is hereby amended to read as follows:

(Text to be inserted into the Table is indicated in ***bold italics*** type. Text to be deleted from the Table is indicated in ~~strikethrough~~ type. Text in standard, bold or underlined type, which currently appears in that fashion in the Table, remains unchanged by this Initiative)

**TABLE 1**
**Maximum Special Taxes for Developed Property**
**For Fiscal Year ~~2004-2005~~ *2018-2019***
**Community Facilities District No. 4**

| Land Use Classes | Description | Waterfront / Non-Waterfront | Residential Floor Area | Maximum Special Tax |
|---|---|---|---|---|
| 1 | Single Family Detached Property | Waterfront | ≥ 3,500 SF | $~~3,746~~ ***3,108*** per unit |
| 2 | Single Family Detached Property | Waterfront | 3,100 – 3,499 SF | $~~3,443~~ ***2,857*** per unit |
| 3 | Single Family Detached Property | Waterfront | < 3,100 SF | $~~3,235~~ ***2,684*** per unit |
| 4 | Single Family Detached Property | Non-Waterfront | ≥ 3,100 SF | $~~3,213~~ ***2,666*** per unit |
| 5 | Single Family Detached Property | Non-Waterfront | 2,700 – 3,099 SF | $~~2,810~~ ***2,331*** per unit |
| 6 | Single Family Detached Property | Non-Waterfront | < 2,700 SF | $~~2,568~~ ***2,131*** per unit |
| 7 | Single Family Attached Property | NA | ≥ 1,800 SF | $~~2,022~~ ***1,678*** per unit |
| 8 | Single Family Attached Property | NA | 1,400 – 1,799 SF | $~~1,640~~ ***1,361*** per unit |
| 9 | Single Family Attached Property | NA | 1,000 – 1,399 SF | $~~1,407~~ ***1,167*** per unit |
| 10 | Single Family Attached Property | NA | < 1,000 SF | $~~1,193~~ ***990*** per unit |
| 11 | Non-Residential Property | NA | NA | $~~0.6366~~ ***0.5282*** per square foot of Non-Residential Floor Area |

Received
Oxnard City Clerk
2018 FEB -5 PM 7:15

SECTION 2. GENERAL PROVISIONS

1. Section 3 of Article XIII C of the California Constitution provides that "the initiative power shall not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge." Further, such power "to affect local taxes, assessments, fees and charges shall be applicable to all local governments," including special districts. (Id., see also Cal. Const. Art. XIII C, § 1(b) and (c).)
2. The purpose of this initiative is to exercise the power reserved to voters by Section 3 of Article XIII C of the California Constitution to reduce the special tax currently imposed on the landowners in Community Facilities District No. 4 (Seabridge at Mandalay Bay).
3. This initiative is intended only to reduce the Maximum Special Taxes for Developed Property, as set forth in Table 1 of Attachment C of Resolution 12716, which special taxes were originally levied by the City Council of the City of Oxnard, acting as the legislative body of Community Facilities District No. 4 (Seabridge at Mandalay Bay), by its adoption of Ordinance 2677, following approval by the then-landowner of the proposition proposing the special tax.
4. The Maximum Special Taxes for Developed Property amended by this initiative to go into effect in the 2018-2019 fiscal year are based on the Actual Special Tax Rate for 2016-2017 fiscal year, multiplied by the 2% increase permitted by subdivision (1)(C)(1)(c) of Exhibit C to Resolution 12716, incorporated into Ordinance 2677, which states: "Increase in the Maximum Special Tax and Expected Special Tax On each July 1, commencing on July 1, 2005, the Maximum Special Tax and the Expected Special Tax shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year."
5. This initiative does not amend or repeal any other provision of Ordinance 2677, including but not limited to subdivision (1)(C)(1)(c) of Exhibit C to Resolution 12716, incorporated into Ordinance 2677. All such provisions not amended by this initiative shall remain in effect.
6. This initiative does not preclude the City of Oxnard from proposing a new or different special tax to the electorate of Community Facilities District No. 4 (Seabridge at Mandalay Bay), in accordance with subdivision (d) of Section 2 of Article XIII C of the California Constitution.

Cust Id: 693 Ad Id: 23296 Sch Id: 69891
Your Control #: Notice of Intention

Received
Oxnard City Clerk

2018 FEB -2 PM 3: 45

**TRI-COUNTY SENTRY**
**1000 Town Center Drive, Suite 300**
**Oxnard, CA 93036**
**805-983-0015**

Attn: Filings
Ventura County Clerk
Hall of Administration, Main Plaza
800 South Victoria Avenue
Ventura, CA 93009-1260

# Proof of Publication

2015.5 C.C.P.

**State of CA, County of Ventura**

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years and not a party to or interested in the above-entitled matter. I am the agent of the printer of the Tri-County Sentry, a newspaper of general circulation, printed and published weekly and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Ventura, State of California, that the notice of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

02/02/18

I certify (or declare) under the penalty of perjury that the following is true and correct. Dated at Oxnard, CA on

Signature 02/02/2018

Notice of Intention to Circulate Initiative Petition

Notice is hereby given of the intention of the person whose name appears hereon of his intention to circulate the petition within Community Facilities District No. 4 (Seabridge at Mandalay Bay) of the City of Oxnard for the purpose of reducing the special tax. A statement of the reasons for the proposed action as contemplated in the petition is as follows:

1. Community Facilities District No. 4 ("CFD-4") was established by the City of Oxnard in 2004 when the City of Oxnard made a deal with the County of Ventura and the landowner who was seeking approval to develop the Seabridge community.
2. The landowner agreed to the imposition of a special tax on future residents in return for gaining approval to build the Seabridge project, and the County agreed not to challenge the project. No current landowner in CFD-4 had the right to vote on this special tax.
3. CFD-4 funds are being used for such purposes as "city overhead" and "to recognize the value that the harbor adds to the community."
4. CFD-4 funds are used to supplant Harbor Patrol services outside of the Seabridge community that were previously available and paid for by the County of Ventura.
5. CFD-4 funds Harbor Patrol activity that is in excess of the service that is necessary and reasonable. The County has refused to negotiate a less costly level of service.

For all of the above reasons, the residents of Seabridge have no choice left except to exercise their Constitutional right of initiative to reduce the existing special tax to a level that correlates with the level of service received by the community.

Robert Chatenever, Proponent

SchId:69891 AdId:23296 CustId:693

02/02/2018 09:07:26 AM

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| | | |
|---|---|---|
| CITY OF OXNARD CALIFORNIA | **CITY COUNCIL**<br>**AGENDA REPORT** | **TYPE OF ITEM: Info/Consent**<br>**AGENDA ITEM NO.: 4** |

**DATE:** March 20, 2018

**TO:** City Council

**THROUGH:** Scott Whitney
Interim City Manager

**FROM:** Scott Whitney
Interim City Manager/Police Chief

**SUBJECT:** Agreements for City Council Review.

**CONTACT:** Scott Whitney, Interim City Manager/Police Chief
Scott.Whitney@OxnardPD.org, 385-7624

**RECOMMENDATION:**

That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000:

A. Magellan Advisors (A-8053) to develop a Fiber Master Plan ($98,450).
B E. P. Consulting (8083-17-CM) to serve as the City's liaison for communicating and coordinating legislative actions with the City's state and federal legislative consultants ($20,000).
C. Liebert Cassidy Whitmore (Purchase Order No. 6745) for employee relations legal services ($175,000).
D. GlaxoSmithKline, Inc. (Purchase Order No. 6734) for Hepatitis A and B vaccine ($140,000).

**BACKGROUND**

On November 16, 2010, the City Council approved changes to the City's Purchasing Procedures reducing the threshold for City agreements/contracts and change orders/amendments requiring City Council approval to $25,000. The agreements/contract and change orders/amendments described on the attached list involve amounts above $25,000 and up to $250,000.

**FINANCIAL IMPACT**

A complete explanation of the agreement and funding sources are attached.

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office prior to the Council meeting.

**ATTACHMENTS:**

Attachment A: City Manager's Contract List for March 20, 2018

# City Manager Contract List for 03/20/2018
**Contracts from $25,000 to $250,000**

## A Fiber Master Plan

| | | | |
|---|---|---|---|
| **Vendor:** | Magellan Advisors | **Amount to be Approved:** | $98,450 |
| **Type:** | Original Agreement | **Current FY Amount:** | $35,000 |
| **Agreement No.:** | A-8053 | **Total Contract Amount:** | $98,450 |
| **Amendment No.:** | N/A | **Funding Source:** | Measure O Project MO 7301 |
| **Purchase Order No.:** | | **Vendor Selection Process:** | Request for Proposals (RFP) |
| **Begin Date:** | 02/27/2017 | **# of Bids/Proposals/Quotes:** | 9 |
| **End Date:** | 06/30/2019 | **Project Manager:** | Kevin Pisacich |
| **Term:** | 2 years, 4 months | **Department:** | Information Technology Department |
| | | **Telephone:** | 805-385-7551 |
| | | **Email:** | kevin.pisacich@oxnard.org |

**Purpose:**

Staff is requesting authorization to enter into an agreement with Magellan Advisors (A-8053) in the amount of $98,450 to develop a Fiber Master Plan for the City. The Fiber Master Plan for the City of Oxnard will document a detailed, actionable plan to build a carrier-class, highly-available redundant fiber network that provides Oxnard anchor institutions, businesses and eventually key residential areas with high-speed Internet access, data and Smart City services, thereby improving the quality of life of our constituents, boosting economic development and enhancing the infrastructure of our City.

Pursuant to the City's Purchasing Policies, the Purchasing and Information Technology Departments issued a Request for Proposals (RFP) IS18-16 to select a vendor to complete a Fiber Master Plan in October, 2017. Nine (9) proposals were received, evaluated and scored against the requirements as outlined in the RFP. The top two scoring vendors were invited to present to the evaluation committee and further evaluated against requirements. Based on presentation performance and proposal evaluation scores, the committee selected Magellan Advisors to complete the Fiber Master Plan.

# City Manager Contract List for 03/20/2018

**Contracts from $25,000 to $250,000**

## B Extend the professional services agreement for E.P. Consulting

| | | | |
|---|---|---|---|
| **Vendor:** | E.P. Consulting | **Amount to be Approved:** | $20,000 |
| **Type:** | Amendment | **Current FY Amount:** | $25,000 |
| **Agreement No.:** | 8083-17-CM | **Total Contract Amount:** | $45,000 |
| **Amendment No.:** | 1 | **Funding Source:** | 101 - General Fund |
| **Purchase Order No.:** | 6617 | **Vendor Selection Process:** | Negotiated Contract |
| **Begin Date:** | 03/20/2018 | **# of Bids/Proposals/Quotes:** | N/A |
| **End Date:** | 06/30/2018 | **Project Manager:** | Jesus Nava |
| **Term:** | 3 months | **Department:** | Office of the City Manager |
| | | **Telephone:** | 805-385-7479 |
| | | **Email:** | jesus.nava@oxnard.org |

**Purpose:**

Staff is requesting authorization to enter into a First Amendment with E.P. Consulting to extend the agreement until June 30, 2018 and add an additional $20,000 for a total not to exceed of $45,000.00.

E.P Consulting provides consulting services to City management on matters pertaining to the City of Oxnard's Legislative Program. The Consultant will continue to serve as the City's liaison for communicating and coordinating legislative actions with the City's state and federal legislative consultants, the California League of Cities, the National League of Cities, and other public and private organizations as may be deemed necessary.

The proposed First Amendment will extend the agreement expiration date to allow the Consultant to continue working with state and federal lobbyists to encourage funding to continue to assist City projects.

## C Employee Relations Legal Services

| | | | |
|---|---|---|---|
| **Vendor:** | Liebert Cassidy Whitmore | **Amount to be Approved:** | $175,000 |
| **Type:** | Purchase Order | **Current FY Amount:** | $175,000 |
| **Agreement No.:** | 6745 | **Total Contract Amount:** | $175,000 |
| **Amendment No.:** | N/A | **Funding Source:** | 101 - General Fund |
| **Purchase Order No.:** | | **Vendor Selection Process:** | Negotiated Contract |
| **Begin Date:** | | **# of Bids/Proposals/Quotes:** | N/A |
| **End Date:** | 06/30/2018 | **Project Manager:** | Stephen Fischer, City Attorney |
| **Term:** | | **Department:** | Office of the City Attorney |
| | | **Telephone:** | 805-385-7483 |
| | | **Email:** | stephen.fischer@oxnard.org |

**Purpose:**

This Purchase Order encumbers funds appropriated through the FY17-18 budget for employee relations legal services provided by Liebert Cassidy Whitmore for an amount not to exceed $175,000 for payment of existing and incoming invoices for the remainder of the fiscal year. A new agreement will be processed to go into effect at the beginning of the next fiscal year.

# City Manager Contract List for 03/20/2018

**Contracts from $25,000 to $250,000**

## D TWINRIX© Vaccine for Hepatitis A and B virus

| | | | |
|---|---|---|---|
| **Vendor:** | GlaxoSmithKline, Inc. | **Amount to be Approved:** | $140,000 |
| **Type:** | Purchase Order | **Current FY Amount:** | $60,000 |
| **Agreement No.:** | | **Total Contract Amount:** | $140,000 |
| **Amendment No.:** | N/A | **Funding Source:** | 702 - Workers Compensation |
| **Purchase Order No.:** | 6734 | **Vendor Selection Process:** | Negotiated Contract |
| **Begin Date:** | 01/01/2018 | **# of Bids/Proposals/Quotes:** | N/A |
| **End Date:** | 06/30/2020 | **Project Manager:** | Mike More |
| **Term:** | 2.5 years | **Department:** | Human Resources Department |
| | | **Telephone:** | 805-385-7480 |
| | | **Email:** | mike.more@oxnard.org |

**Purpose:**

Staff is requesting approval of Purchase Order No. 6734 with GlaxoSmithKline, Inc. in the amount of $140,000 for the Hepatitis A and B vaccine. TWINRIX© is the only dual hepatitis A and B vaccine. GlaxoSmithKline is the only producer of the TWINRIX© vaccination.

In February 2017, Risk Management Staff in the Human Resources Department determined that it was necessary to provide certain City employees with the Hepatitis A and B immunizations by deploying the TWINRIX vaccine produced by GlaxoSmithKline, Inc., which vaccinates for the Hepatitis A and B virus. Staff began purchasing supplies of the vaccine in July 2017, about a month before the news of a hepatitis outbreak was reported in San Diego and then in Los Angeles and Sacramento.

The City's practice is to provide Hepatitis A and B vaccines to employees that are at high risk of coming in contact with used hypodermic needles, human waste and body fluids within the normal course of their duties. The cost for each dose is $72.20, and complete immunization is a series of three shots (doses). All three shots are required to successfully immunize an employee for life.

It is anticipated that a total of 294 employees will have completed the 3-shot series by the end of FY 2017-18, with another 230 employees completed by early FY 2018-19. As additional employees in affected positions are hired, they will be offered the vaccine.

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| CITY OF OXNARD CALIFORNIA | CITY COUNCIL<br>AGENDA REPORT | TYPE OF ITEM: Info/Consent<br>AGENDA ITEM NO.: 5 |
|---|---|---|

**DATE:** March 20, 2018

**TO:** City Council

**THROUGH:** Scott Whitney
Interim City Manager

**FROM:** Ingrid Hardy
Cultural & Comm Services Director

**SUBJECT:** Recognize Revenue and Appropriate Matching Funds for the Retired and Senior Volunteer Program (RSVP).

**CONTACT:** Ingrid Hardy, Cultural & Comm Services Director
Ingrid.Hardy@oxnard.org, 385-7993

**RECOMMENDATION:**

That City Council:

1. Recognize revenue in the amount of $67,777 and appropriate matching funds of $29,047, for the Retired and Senior Volunteer Program grant, and

2. Authorize the City Manager or designee to execute grant agreements; the Finance Director or designee to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds.

**BACKGROUND**

For the past 41 years the City of Oxnard has successfully operated the Retired and Senior Volunteer Program (RSVP), which last year served over 500 volunteers age 55 and older. In 2017, RSVP volunteers assisted nearly 40 non-profit or public agencies, served more than 64,000 hours and provided approximately $1.8 million of time and talent to our community. The largest priorities addressed are fighting hunger through food collection and distribution and helping seniors live independently longer by improving physical fitness and combating social isolation.

Special projects operated by RSVP include: RSVP Bone Builders, which last year provided osteoporosis exercise classes to more than 1,000 seniors; Tai Chi: Moving for Better Balance, which now has three classes; and the CarFit program, which checks that seniors are using their car's safety devices correctly.

The RSVP grant is funded by the Federal Corporation for National and Community Service (CNCS). The purpose is to engage older adults in volunteer services to meet critical community needs and to provide a high quality service experience that will enrich the lives of the volunteers. Grant agreements with CNCS are awarded on a three-year basis, with FY18/19 being the third year of this cycle. The City Council reviewed and accepted the first year of the RSVP grant on April 19, 2016 and second year on April 11, 2017.

## 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.

## FINANCIAL IMPACT

Approval of the recommendation will appropriate a General Fund match of $29,047 and recognize the grant award of $67,777 to the RSVP Grant FY18-19 (Project 774808). The General Fund match will be included in the recommended FY 18-19 General Fund operating budget for Recreation/Senior Services (101-5503-805).

## ATTACHMENTS:

Attachment A: RSVP Grant Continuation Letter for Grant #16SRPCA005

Attachment B: Budget Appropriation

# Corporation for National and Community Service

NationalService.gov

**To:** Renee Rakestraw, Recreation Supervisor
Marisue Eastlake, RSVP Director

**From:** Greg Ericksen, CNCS Program Officer

**Date:** February 5, 2018

**Re:** RSVP Grant Continuation (Reference grant number: 16SRPCA005)

Dear Ms. Rakestraw,

**Please refer to the Managing Senior Corps Grants webpage for links to the most current application instructions and other helpful documents, including:**

- RSVP Senior Corps Grant Application Guidance
- eGrants Visual Instructions
- RSVP National Performance Measures Instructions
- RSVP Work Plan Development Worksheet
- Aggregate Dollar Amount of Funding Form (for private non-profits)

We invite you to submit your continuation application for the Senior Corps grant sponsored by your organization using *eGrants*. You are invited to submit an application based on the determination that your project is continuing to meet the eligibility criteria. **Please review this entire memo prior to submitting your project application in *eGrants.***

| | |
|---|---|
| **NOFA Opens:** | **February 1, 2018** |
| **Application Due Date:** | **April 9, 2018** |

Please choose the following NOFA:

- **FY 2018 RSVP Quarter 4 (Year 2 or 3 of multi year grant)**

| **FY 2018 Federal Funding Levels** | |
|---|---|
| Budget Period (one year): | **7/1/2018 – 6/30/2019** |
| Project Period (multi-year): | **4/1/2016 – 6/30/2019** |
| FY 2017 Total Federal Funding Level: | **$67,777** |

****Funding amount listed reflects end of FY 17 base level funding. Final award amount based on final FY 18 appropriations.****

250 E Street, SW
Washington, D.C. 20525
202-606-5000 | 800-942-2677 | TTY 800-833-3722

Corporation for NATIONAL & COMMUNITY SERVICE

# REQUEST FOR SPECIAL BUDGET APPROPRIATION

**Department:** Cultural & Cmty Svcs **Date:** March 15, 2018
**Project/Program Manager:** Renee Rakestraw **Phone:** (805) 385-8019

**Reason for Appropriation:**

To recognize full award of $67,777 for RSVP Grant which is funded by the Corporation for National and Community Service under grant number 16SRPCA005 and a City Match of $29,047 from Senior/Special Populations.

| Accounts and Descriptions | | AMOUNT |
|---|---|---|
| **Fund: 101 - GENERAL FUND** | | |
| **Expenditures/Transfers Out** | | |
| **SENIOR/SPECIAL POPULATIONS 5503** | | |
| 101-5503-805.80-01 | PERSONAL SERVICES / DIRECT LABOR REGULAR | (29,047) |
| 101-5503-805.87-33 | TRANSFERS / TSFR TO FEDERAL GRANT FD | 29,047 |
| | Sub-total Expenditures | 0 |
| | **Net Change to Fund Balance** | **0** |
| **Fund: 263 - RSVP** | | |
| **Revenues/Transfers In** | | |
| **RSVP41 GRANT FY 18-19 263-5503 (Project #774808)** | | |
| 263-5503-534.72-85 | GRANT REVENUES / COUNTY GRANT REVENUE | 67,777 |
| | Sub-total Grant | 67,777 |
| **RSVP GENERAL FUND MATCH 263-4856 (Project#774808)** | | |
| 263-4856-531.72-20 | GENERAL FUND MATCH - FED. GR | 29,047 |
| | Sub-total General Fund Match | 29,047 |
| | Sub-total Revenues | 96,824 |
| **Expenditures/Transfers Out** | | |
| **RSVP41 GRANT FY 18-19 263-5503 (Project #774808)** | | |
| 263-5503-805.80-01 | PERSONAL SERVICES / DIRECT LABOR REGULAR | 26,166 |
| 263-5503-805.80-41 | PERSONAL SERVICES / EMPLOYEE BENEFITS | 15,987 |
| 263-5503-805.81-02 | MATERIALS AND SUPPLIES / SUPPLIES - OFFICE | 1,500 |
| 263-5503-805.81-09 | MATERIALS AND SUPPLIES / SUPPLIES - OTHER | 3,204 |
| 263-5503-805.82-09 | CONTRACTS & SERVICES / SVCS-OTHER PROF/CONTRACT | 1,100 |
| 263-5503-805.82-16 | CONTRACTS & SERVICES / SERVICES-PRINTING & BIND | 1,200 |
| 263-5503-805.82-42 | CONTRACTS & SERVICES / GENERAL LIABILITY INSUR. | 1,520 |
| 263-5503-805.83-41 | MAINTENANCE SERVICES / RECOGNITION OF PUB GUESTS | 8,800 |
| 263-5503-805.83-43 | MAINTENANCE SERVICES / TRAINING/WORKSHOPS/MTNG | 3,350 |
| 263-5503-805.83-45 | MAINTENANCE SERVICES / MILEAGE REIMBURSEMENT | 1,600 |
| 263-5503-805.83-72 | MAINTENANCE SERVICES / EXPENSE REIMBURSEMENTS | 1,250 |
| 263-5503-805.85-22 | DATA CHARGES | 1,200 |
| 263-5503-805.85-25 | LIABILITY CHARGES | 500 |
| 263-5503-805.85-30 | TELEPHONE CHARGES | 400 |
| | Sub-total Grant | 67,777 |

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**RSVP GENERAL FUND MATCH 263-4856 (Project #774807)**

| | | |
|---|---|---|
| 263-4856-805.80-01 | PERSONAL SERVICES / DIRECT LABOR REGULAR | 18,009 |
| 263-4856-805.80-41 | PERSONAL SERVICES / EMPLOYEE BENEFITS | 11,038 |
| | Sub-total Match | 29,047 |
| | Sub-total Expenditures | 96,824 |
| | **Net Change to Fund Balance** | **0** |
| | **Net Appropriation Change** | **0** |

**Approvals**

Department Director ______________________

Chief Financial Officer ______________________

City Manager ______________________

Attachment #1, Page 1 of 2

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| CITY OF OXNARD CALIFORNIA | CITY COUNCIL<br>AGENDA REPORT | TYPE OF ITEM: Info/Consent<br>AGENDA ITEM NO.: 6 |
|---|---|---|

**DATE:** March 20, 2018

**TO:** City Council

**THROUGH:** Scott Whitney
Interim City Manager

**FROM:** Jim Throop
Chief Financial Officer

Jim Throop

**SUBJECT:** Budget Appropriation for the Reimbursement of Surplus Funds for AD 96-1 Close Out.

**CONTACT:** Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, 385-7475

**RECOMMENDATION:**

That City Council approve a budget appropriation in the amount of $723,545.43 for the reimbursement of surplus funds remaining as a result of the cancellation of the special tax lien and dissolution of Assessment District 96-1.

**BACKGROUND**

On January 30, 2018, the City Council adopted Resolution No. 15,085, approving the close out of Assessment District 96-1, declaring the redemption fund as surplus, and ordering the disposition of the surplus funds.

The CFD Bonds matured with the final debt service payment on September 2, 2013 and a Notice of Cessation of Special Tax Lien was recorded with Ventura County on May 30, 2014. The Revenue Bonds and the Assessment District Bonds matured with the final scheduled debt service payment on September 2, 2016. Following the final debt service payment, a surplus fund balance remains in the District in the amount of $723,545.43.

**STRATEGIC PRIORITIES**

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

**FINANCIAL IMPACT**

There is no financial impact to the City's General Fund associated with this action. All funds are being disbursed from Fund 508.

**ATTACHMENTS:**

Attachment A - Budget Appropriation

# REQUEST FOR BUDGET APPROPRIATION

**Department:** Finance  **Date:** March 20, 2018

**Project/Program Manager:** Sandra Burkhart  **Phone:** 805-385-7496

**Reason for Appropriation:**

Appropriate funds from surplus fund balance of Assessment District 96-1 to complete the close out of Assessment District 96-1 and reimburse parcel owners the associated surplus fund amounts.

| **Accounts and Descriptions** | | **AMOUNT** |
|---|---|---|
| **Fund: 508 Rose/101 Assess Dist 96-1** | | |
| **Expenditures/Transfers Out** | | |
| 508-1901-871-8528 | Fixed Services/Assessment Dists. Payment | 723,545 |
| | Sub-total Expenditures | 723,545 |
| | **Net Change to Fund Balance** | **723,545** |
| | **Net Appropriation Change** | **723,545** |

**Approvals**

Department Director ______________________

Chief Financial Officer ______________________

City Manager ______________________

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| CITY OF OXNARD CALIFORNIA | **CITY COUNCIL**<br><br>**AGENDA REPORT** | **TYPE OF ITEM: Info/Consent**<br><br>**AGENDA ITEM NO.: 7** |

**DATE:** March 20, 2018

**TO:** City Council

**THROUGH:** Scott Whitney
Interim City Manager

**FROM:** Jim Throop
Chief Financial Officer

Jim Throop

**SUBJECT:** Budget Appropriation for Various Landscape Maintenance Districts and a Community Facilities District.

**CONTACT:** Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, 385-7475

**RECOMMENDATION:**

That City Council approve a budget appropriation in the amount of $90,415 for the current Fiscal Year 2017-18 from fund balance of the various Landscape Maintenance Districts and a Community Facilities District for water usage overages and special projects not included in the current budget.

**BACKGROUND**

As part of the City's ongoing efforts to improve service and transparency in the Special Districts, staff continues to identify deferred maintenance issues that need to be addressed. As a result, several one-time projects are need to be completed which are outside of the current year approved budget.

The first deferred maintenance issue identified is the gopher infestation. Many of the Districts have been plagued by various degrees of gopher issues that have begun to deteriorate the plant material. Additional funding is being requested to treat the affected areas to mitigate the presence of gophers.

The second deferred maintenance issue identified is irrigation repairs. When Garcia's Landscape took over the Kaneko contract, it was discovered that there were numerous irrigation issues that needed to be repaired. Funding is being requested to make the irrigation repairs and bring these areas into good standing for Garcia's.

The third deferred maintenance issue identified was the necessity to implement a replanting project at LMD 30, Haas Automation. The landscaping within this District was not properly maintained by the previous contractor and new plant material needs to be installed. Staff will work with City Corps to replace ground cover, bushes, flowers and trees to beautify the area.

The fourth deferred maintenance issue identified was the need to prune and maintain all of the palm trees in CFD 4 Seabridge. Funding will be used to provide maintenance to the trees throughout the property.

The final deferred maintenance issue identified was the need to replace all of the benches and trash cans at LMD 43 Greenbelt. When the greenbelt area was built, white benches and trash cans were installed along the walking path. Over the years, these amenities have been targets for vandalism and many have severe rust. As part of the replacement effort, the City will be able to replace these items with the standard green amenities installed across the City.

Staff is requesting the following appropriations:

| **District** | **Requested Appropriation** | **Est. Fund Balance 6/30/17** | **Purpose** |
|---|---|---|---|
| CFD 3 Seabridge | $43,600 | $2,843,617 | Tree Pruning throughout the property and a reserve study |
| LMD 23 Greystone | 1,215 | 4,233 | Irrigation repairs |
| LMD 28 Harborside | 8,000 | 387,924 | Replanting project; irrigation repairs, gopher treatment |
| LMD 30 Haas Automation | 9,000 | 312,365 | Replanting project |
| LMD 33 El Paseo/Rio Del Sol | 3,000 | 99,959 | Irrigation repairs |
| LMD 34 Sunrise/Sunset | 6,000 | 210,182 | Irrigation repairs, gopher treatment |
| LMD 38 Aldea Del Mar | 3,700 | 236,592 | Irrigation repairs |
| LMD 40 Cantada | 2,000 | 395,632 | Irrigation repairs, Gopher treatment |
| LMD 43 Greenbelt | 12,000 | 380,730 | Replacement of benches and trash cans |
| LMD 49 Cameron Ranch | 1,900 | 68,713 | Irrigation repairs |

**STRATEGIC PRIORITIES**

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

**FINANCIAL IMPACT**

There is no impact to the City's General Fund. All costs associated with these projects will be charged to the LMDs per the attached budget adjustment (Attachment A) and as follows:

| District | Fund/Account | Account Description | Est. Fund Balance 6/30/17 | Amount |
|---|---|---|---|---|
| CFD 3 Seabridge | 173-5702-805-8229 | Prof Srvc-Special Proj | $2,843,617 | ($43,600) |
| LMD 23 Greystone | 143-5702-804-8229 | Prof Srvc-Special Proj | $4,233 | ($1,215) |
| LMD 28 Harborside | 148-5702-804-8229 | Prof Srvc-Special Proj | $387,924 | ($8,000) |
| LMD 30 Haas Automation | 151-5702-804-8229 | Prof Srvc-Special Proj | $312,365 | ($9,000) |
| LMD 33 El Paseo/Rio Del Sol | 154-5702-804-8229 | Prof Srvc-Special Proj | $99,959 | ($3,000) |
| LMD 34 Sunrise/Sunset | 156-5702-804-8229 | Prof Srvc-Special Proj | $210,182 | ($6,000) |
| LMD 38 Aldea Del Mar | 159-5702-804-8229 | Prof Srvc-Special Proj | $236,592 | ($3,700) |
| LMD 40 Cantada | 162-5702-804-8229 | Prof Srvc-Special Proj | $395,632 | ($2,000) |
| LMD 43 Greenbelt | 165-5702-804-8229 | Prof Srvc-Special Proj | $380,730 | ($12,000) |
| LMD 49 Cameron Ranch | 170-8006-899-8229 | Prof Srvc-Special Proj | $68,713 | ($1,900) |
| | | | **Net Impact** | **($91,415)** |

**ATTACHMENTS:**

Attachment A: Budget Appropriation

# REQUEST FOR BUDGET APPROPRIATION

**Department:** Finance | **Date:** March 20, 2018

**Project/Program Manager:** Sandra Burkhart | **Phone:** 805-385-7496

**Reason for Appropriation:**

Appropriate funds from surplus fund balance of various Landscape Maintenance Districts for additional one-time special projects, outside of regular operating FY17-18 Budget.

| **Accounts and Descriptions** | | **AMOUNT** |
|---|---|---|
| **Fund: 173 Seabridge CFD #4** | | |
| **Expenditures/Transfers Out** | | |
| 173-5702-805-8229 | Contracts and Services/Prof Srvc-Special Proj | 35,040 |
| | Sub-total Expenditures | 35,040 |
| | **Net Change to Fund Balance** | |
| **Fund: 143 Greystone LMD 23** | | |
| **Expenditures/Transfers Out** | | |
| 142-5702-804-8229 | Contracts and Services/Prof Srvc-Special Proj | 1,215 |
| | Sub-total Expenditures | 1,215 |
| | **Net Change to Fund Balance** | |
| **Fund: 148 Harborside LMD 28** | | |
| **Expenditures/Transfers Out** | | |
| 148-5702-804-8229 | Contracts and Services/Prof Srvc-Special Proj | 8,000 |
| | Sub-total Expenditures | 8,000 |
| | **Net Change to Fund Balance** | |
| **Fund: 151 Haas Automation LMD 30** | | |
| **Expenditures/Transfers Out** | | |
| 151-5702-804-8229 | Contracts and Services/Prof Srvc-Special Proj | 9,000 |
| | Sub-total Expenditures | 9,000 |
| | **Net Change to Fund Balance** | |
| **Fund: 154 Rio Del Sol LMD 33** | | |
| **Expenditures/Transfers Out** | | |
| 154-5702-804-8229 | Contracts and Services/Prof Srvc-Special Proj | 3,000 |
| | Sub-total Expenditures | 3,000 |

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|---|---|---|
| | **Net Change to Fund Balance** | |

**Fund:** **156 Sunrise/Sunset LMD 34**

**Expenditures/Transfers Out**

| | | |
|---|---|---|
| 156-5702-804-8229 | Contracts and Services/Prof Srvc-Special Proj | 6,000 |
| | Sub-total Expenditures | 6,000 |
| | **Net Change to Fund Balance** | |

**Fund:** **159 Aldea Del Mar**

**Expenditures/Transfers Out**

| | | |
|---|---|---|
| 159-5702-804-8229 | Contracts and Services/Prof Srvc-Special Proj | 3,700 |
| | Sub-total Expenditures | 3,700 |
| | **Net Change to Fund Balance** | |

**Fund:** **162 Cantada LMD 40**

**Expenditures/Transfers Out**

| | | |
|---|---|---|
| 162-5702-804-8229 | Contracts and Services/Prof Srvc-Special Proj | 2,000 |
| | Sub-total Expenditures | 2,000 |
| | **Net Change to Fund Balance** | |

**Fund:** **165 Greenbelt LMD 43**

**Expenditures/Transfers Out**

| | | |
|---|---|---|
| 165-5702-804-8229 | Contracts and Services/Prof Srvc-Special Proj | 12,000 |
| | Sub-total Expenditures | 12,000 |
| | **Net Change to Fund Balance** | |

**Fund:** **170-8006 Cameron Ranch LMD 49**

**Expenditures/Transfers Out**

| | | |
|---|---|---|
| 149-5702-804-8229 | Contracts and Services/Prof Srvc-Special Proj | 1,900 |
| | Sub-total Expenditures | 1,900 |
| | **Net Change to Fund Balance** | |
| | **Net Appropriation Change** | **81,855** |

**Approvals**

Department Director ______________________________

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Chief Financial Officer ______________________

City Manager ______________________

| CITY OF OXNARD CALIFORNIA | CITY COUNCIL<br>AGENDA REPORT | TYPE OF ITEM: Info/Consent<br>AGENDA ITEM NO.: 8 |
|---|---|---|

**DATE:** March 20, 2018

**TO:** City Council

**THROUGH:** Scott Whitney
Interim City Manager

**FROM:** Steve Naveau
Director of Human Resources

**SUBJECT:** Adoption of Successor Memorandum of Understanding with the Oxnard Public Safety Managers' Association Fire Unit.

**CONTACT:** Steve Naveau, Director of Human Resources
Steve.Naveau@oxnard.org, 385-7947

## RECOMMENDATION:

That the City Council adopt the resolution approving a successor memorandum of understanding (MOU) with the Oxnard Public Safety Managers' Association Fire Unit.

## BACKGROUND

The attached agreement with the Fire Managers represents over three years of negotiations during which the City has faced significant fiscal challenges. The agreement includes employees picking up their portion of the CalPERS employee rate. This is consistent with the City's goal as set forth in previous budget messages of balancing our need to remain competitive for quality employees with our need to stay within our financial parameters to ensure that the City remains on the road to fiscal health.

One of the City's key goals through these negotiations was for employees to begin paying a portion of their pension costs. The City participates in the California Public Employees' Retirement System ("CalPERS") to provide pension benefits for its employees. CalPERS issues valuations each year which detail the annual contributions that the City and its employees are required to make towards pension costs. For "classic" miscellaneous employees, the required employee contribution is 7% of pensionable income. Although these are referred to as "employee contributions," the City and its bargaining units negotiated for the City to pay these amounts on behalf of employees years ago. Currently in this group, the City pays 100% of the employee share of CalPERS costs for employees hired before January 1, 2013.

The agreement which the City has negotiated with the Fire Managers achieves the goal of employees paying a portion of their share for retirement while providing modest wage increases. The deal points summarized below is the same deal in terms of wages, benefits and PERs pick up that the Firefighter contract currently contains. This maintains parity between the supervisor and subordinate bargaining units which is beneficial to the employees and the City as morale is maintained within the Fire Department. By the end of the term employees in the bargaining unit will receive a net 3.5% increase to their salary and a $60 per month increase to their City contribution towards medical premiums.

**SUMMARY OF MODIFICATIONS**

- Term: July 1, 2015 through August 31, 2018

- Pension Contribution: Classic employees will pay:
    - Effective the first full pay period following City Council adoption: 4.5% pension contribution
    - Effective June 30, 2018: .5% pension contribution

- Salary:
    - Effective the first full pay period following Council adoption employees will receive a 7% base wage increase.
    - Effective June 30, 2018 employees in the bargaining unit will receive a 1.5% base wage increase

- Miscellaneous Terms:
    - Increase monthly medical contribution by $60 per month
    - Add language paying employees who serve on a mutual aid assignment such as strike team leaders or who are backfilling a strike team member the ability to earn pay at time and a half subject to reimbursement by the State for their service.
    - A cap on tuition reimbursement of $5,000 per year.

**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 MOU agreements will result in an increase in salary expenses and benefits of approximately

$16,000 through August 31, 2018. This increase in cost has already been budgeted within the Fire Department budget and inclusive in future years forecast.

<INSERT BODY HERE>

**ATTACHMENTS:**

Attachment 1 - Fire Manager Resolution

Exhibit A Fire Manager MOU

Exhibit B Fire Manager MOU Lined Version

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OXNARD AND THE OXNARD PUBLIC SAFETY MANAGERS' ASSOCIATION (FIRE UNIT) AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE THE NECESSARY ADMINISTRATIVE ACTIONS TO IMPLEMENT THE AGREEMENT

WHEREAS, the Oxnard Public Safety Managers' (Fire Unit) is the recognized representative for employees occupying positions in the classifications specified Battalion Chief and Assistant Fire Chief within the City of Oxnard; and

WHEREAS, the City's memoranda of understanding with the Oxnard Public Safety Managers' Association (Fire Unit) expired June 30, 2015 and

WHEREAS, representatives of the City met and conferred in good faith with representatives of Oxnard Public Safety Managers' Association (Fire Unit) concerning wages, hours, terms, and conditions of employment for employees in the bargaining unit consistent with their obligations under the Meyers-Milias-Brown Act; and

WHEREAS, the City has reached agreement with the Oxnard Public Safety Managers' Association (Fire Unit) attached hereto as Exhibit A of this resolution (the "Memorandum of Understanding") which sets forth the modified terms and conditions of employment for this bargaining unit.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the Memorandum of Understanding is adopted and the City Manager and/or his designee is directed to perform all acts necessary to implement its terms, including but not limited to executing the Memorandum of Understanding on behalf of the City.

PASSED AND ADOPTED this 20th day of March, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_________________________________
Tim Flynn, Mayor

ATTEST:

_________________________________
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_________________________________
Stephen Fischer, City Attorney

***MEMORANDUM OF UNDERSTANDING***
***BETWEEN THE CITY OF OXNARD AND THE***
***OXNARD PUBLIC SAFETY MANAGERS' ASSOCIATION***
***(FIRE UNIT)***

This Memorandum of Understanding (MOU) is entered into with reference to the following facts:

1. The Oxnard Public Safety Management Association (Association) is the recognized majority representative of the Fire Management Unit (Unit) consisting of the classifications of Battalion Chief and Assistant Fire Chief; and

2. The authorized representatives of the City of Oxnard (City) and the Association have met and conferred in good faith concerning wages, hours and other terms and conditions of employment of Unit employees.

3. The authorized representatives of City and the Association have reached an agreement as to wages, hours and other terms and conditions of employment of Unit employees which shall be submitted to the City Council for its determination. The implementation of this MOU shall be by action of the City Council by appropriate ordinance, resolution or other directives.

4. This MOU supersedes any and all prior agreements or MOUs entered into between the City and the Association, regarding the Unit.

THEREFORE, the City and the Association agree that upon implementation by the City Council, the wages, hours and other terms and conditions of employment for Unit employees shall be as follows:

1. The term of the MOU shall commence July 1, 2015, and shall expire August 31, 2018.

2. The City shall continue to contribute toward the payment of the premiums under the City's health insurance program on behalf of each eligible Unit employee and, to the extent required by law, each eligible retiree.

3. The City shall continue to pay 100 percent of the premiums for employee-only coverage under the existing level of benefits for life and long-term disability insurance for Unit employees.

4. The City shall continue to pay $160.06 biweekly for each Unit employee as the City's contribution toward City's Health and Dental Insurance Reimbursement Program (Cafeteria Program) for Unit employees (includes $129.23 for medical and $30.83 for dental). Effective the first full pay period following January 1, 2017, the City's contributions towards the Cafeteria Plan shall increase by sixty dollars ($60.00) per month, or twenty seven dollars and sixty nine cents ($27.69), per pay period based on a twenty-six (26) pay period cycle. This increase will be applied retroactively upon ratification of this agreement.

Unit employees employed in the classifications of Battalion Chief and Assistant Fire Chief, as defined in Government Code section 20425, who were (i) hired on or before December 31, 2012 or (ii) qualify as "classic" members of CalPERS and were hired on or after January 1, 2013 shall be covered by the 3% at age 50 retirement formula set forth in California Government Code section 21362.2.

Effective the first pay period following Association ratification and City Council adoption of this agreement, employees who are "classic" members of CalPERS shall pay four and one half percent (4.5%) of pensionable compensation towards the employee share of PERS costs. This shall be paid by the employee by payroll deduction. This payment by employees shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code. The remaining required employee retirement contribution, equal to four and one half percent (4.5%) of pensionable compensation shall be paid by the City. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions.

Effective June 30, 2018, employees who are "classic" members of CalPERS shall pay an additional one-half percent (0.5%) of pensionable compensation towards the employee share of PERS costs, for a total contribution of five percent (5.0%). This shall be paid by the employee by payroll deduction. This payment by employees shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code. The remaining required employee retirement contribution, equal to four percent (4.0%) of pensionable compensation shall be paid by the City. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions.

5. The City shall continue to contribute one percent (1%) of employees' base wages to a deferred compensation plan on behalf of each Unit employee. Employees are responsible to enroll in a deferred compensation program and contribute at least one percent (1%) of their earnings to be eligible to receive this compensation. Employees not enrolled shall not receive any City contribution to deferred compensation.

6. Based upon the semiannual evaluation of performance by the Fire Chief, a Unit employee may be awarded up to one (1) day off every six (6) months for outstanding performance. This leave is in addition to administrative leave which is available as set forth in the City of Oxnard Administrative Manual.

    a. Performance leave time awarded and not used by the Unit employee within the six-month period following the award of the performance leave is forfeited and may not be accumulated or carried forwarded. Eligibility for such performance leave shall be determined by the Fire Chief.

7. At the discretion of the Fire Chief, unit employees may be permitted to code leave time as administrative leave. However, at no time shall any employee be entitled to use more than fifty-six (56) hours of administrative leave in any one fiscal year.

8. Effective February 10, 2015, new Unit members will no longer be permitted to establish a Reserve Leave Fund (RLF). Current Unit members who have previously established an RLF will be permitted to maintain the balance of their RLF. Employees will not be permitted to move any additional accrued leave into their RLFs. In no event shall the transfers permitted under this section, Article 12(2), or the combination of such transfers cause an employee's RLF balance to exceed the previously-authorized maximum of 1,560 hours.

An employee has the option to use his or her RLF balance to cover leaves of absence, consistent with the restrictions placed on the use of annual leave set forth in Article 12. In addition, an employee may cash out 100% of the balance of his or her RLF upon separation from City service, provided that the employee has a minimum of five (5) years of regular full time service with the City.

9. Annual Leave:

1. a. The City shall provide annual leave benefits to Unit employees as follows:

i. Full-time regular Unit employees shall accrue annual leave for each biweekly period upon years of service as set forth in the following table:

| YEARS OF SERVICE | BIWEEKLY ANNUAL LEAVE ACCRUAL | MAXIMUM ANNUAL LEAVE ACCRUAL |
|---|---|---|
| 5 to 10 years | 11.16 | 580.32 |
| Greater than 10 | 11.47 | 596.44 |
| Greater than 15 | 11.78 | 612.56 |

**FOR 24-HOUR SHIFT EMPLOYEES ONLY:**

| YEARS OF SERVICE | BIWEEKLY ANNUAL LEAVE ACCRUAL | MAXIMUM ANNUAL LEAVE ACCRUAL |
|---|---|---|
| 5 to 10 years | 19.68 | 1023.49 |
| Greater than 10 | 20.23 | 1051.89 |
| Greater than 15 | 20.79 | 1081.08 |

b. Except as provided below, if a Unit employee accrues the maximum level of annual leave, such employee shall no longer be entitled to accrue additional annual leave until such time as the employee's accrued annual leave is below the applicable maximum.

c. A Unit employee may redeem accrued annual leave for cash once during each calendar year by submitting a written request to the Director of Human Resources during the month of July or December according to the following table. The payment shall be made based upon the employee's base rate of pay.

| YEARS OF SERVICE | MAXIMUM ANNUAL LEAVE ACCRUAL |
|---|---|
| Greater than 5 | 40 hours |

| YEARS OF SERVICE | MAXIMUM ANNUAL LEAVE ACCRUAL |
|---|---|
| Greater than 10 | 80 hours |
| Greater than 15 | 120 hours |
| Greater than 15 | 120 hours |
| Greater than 20 | 160 hours |

**FOR 24-HOUR SHIFT EMPLOYEES ONLY**

| YEARS OF SERVICE | MAXIMUM ANNUAL LEAVE ACCRUAL |
|---|---|
| Greater than 5 | 56 hours |
| Greater than 10 | 112 hours |
| Greater than 15 | 168 hours |
| Greater than 20 | 224 hours |

d. If a Unit employee separates from service, the employee shall be paid for accrued annual leave at the employee's base rate of pay earned as of the effective date of separation from City service.

e. The City Manager may waive the maximum amount of annual leave authorized to be carried forward under extraordinary circumstances, subject to such conditions as the City Manager may deem appropriate.

f. The City will redeem one hundred percent (100%) of such current unused unredeemed vacation leave accruals, not to exceed 600 hours for each account, upon any separation from service to those employees with a minimum of five years of regular full-time service, at time of separation, at the employee's base rate of pay being earned as of the effective date of separation from City service. Effective February 10, 2015, employees will not be permitted to transfer vacation or sick leave to their RLFs.

10. The City and the Association agree to continue the Physical Fitness and Wellness Program (Program). Participation in the program by Unit employees shall be mandatory. Each Unit employee shall be eligible for Wellness reimbursement in accordance with the then applicable City wide wellness policy, which is currently $500 per fiscal year.

11. The City and the Association agree to continue the Drug and Alcohol Testing Program developed with the Association with respect to Unit employees.

12. All Unit employees shall be required sign a "Statement of Acceptance" and refrain from using tobacco products as a term and condition of employment and of continued employment. Violation of the Non-Tobacco Use Policy set forth herein may be the basis for progressive disciplinary

action if subsequent violations occur within one year of a prior offense. Employees hired prior to January 1, 1998 are exempted from this provision, but are encouraged to participate.

13. The annual recurring occasions which shall be observed as City holidays for the Unit employees are as follows:

New Year's Day (January 1st)
Martin Luther King, Jr. Day (3rd Monday in January)
Presidents' Day (3rd Monday in February)
Cesar Chavez Birthday (March 31st)
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Thanksgiving Day (4th Thursday in November)
Christmas Eve (December 24th) (1/2day holiday)
Christmas Day (December25th)
New Year's Eve (December 31st) (1/2 day holiday)

14. Any unit employee assigned as a Strike Team Leader or Strike Team Leader Trainee or who is serving in any other Mutual Aid Assignment shall be paid at one and one half time the normal salary for hours worked in these positions outside of their regular shift(s). Effective July 14th, 2017, any unit employee who is assigned to an additional shift to backfill for an employee who has been assigned as a Strike Team Leader or Strike Team Leader Trainee or who is serving in a Mutual Aid Assignment shall be paid at one and one half time the normal salary for hours worked in such an assignment. This backfill pay will be applied retroactively upon ratification of this agreement. This pay rate shall apply only to incidents where costs are reimbursed by the State and/or Federal Government. Employees shall not be entitled to pay at one and one half time their normal salary for hours worked during their regular shifts and only one employee (either the employee on assignment or the employee backfilling for the employee on assignment) shall be eligible for this one and one half time pay rate per shift. In addition, employees in the classification of Battalion Chief may be assigned, at the discretion of the Fire Chief, to additional shifts outside of their regular schedule and be compensated at the employee's regular hourly rate for such overtime work at straight time. Except as set forth above, employees in this bargaining unit are ineligible for overtime compensation.

a. Effective the first pay period following Association ratification and City Council adoption of this agreement, all unit employees shall receive a seven percent (7.0%) base wage increase.

b. Effective June 30, 2018, all unit employees shall receive a one and a half percent (1.5%) wage increase.

15. Management Incentive Pay

a. Fire Managers that engage primarily in administrative duties while working in a regular full-time position in Fire Administration shall receive a managerial incentive pay in the amount of five(5%) percent. The provision does not apply to Unit employees assigned to temporary modified duty (TMD).

b. When a unit employee assigned to administrative duties is called to work in a suppression/shift assignment in addition to their administrative duties, such employee shall be paid based upon an hourly rate of pay calculated by dividing the employee's biweekly compensation, including the afore-stated managerial incentive pay, by 112 hours (instead of 80 hours).

16. Tuition reimbursement shall be provided at the rate up to $20,000 for an approved course, paid at a maximum of $5,000 per year over four years, provided the employee attends an accredited institution, receives a "C" or better, or passes the class if the criteria is pass/fail, and as long as the course work benefits the employee towards completion of a degree (e.g., B.A., M.B.A.) or benefits the employee's career development. $5,000 is the maximum reimbursement the employee may receive per year.

Dated this 26 day of February 2018.

For the City of Oxnard

Scott Whitney
Interim City Manager

Steve Naveau
Director of Human Resources

For the Association

Alex Hamilton, Assistant Fire Chief
President, OPSMA - Fire

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3. The authorized representatives of City and the Association have reached an agreement as to wages, hours and other terms and conditions of employment of Unit employees which shall be submitted to the City Council for its determination. The implementation of this MOU shall be by action of the City Council by appropriate ordinance, resolution or other directives.

4. This MOU supersedes any and all prior agreements or MOUs entered into between the City and the Association, regarding the Unit.

THEREFORE, the City and the Association agree that upon implementation by the City Council, the wages, hours and other terms and conditions of employment for Unit employees shall be as follows:

1. The term of the MOU shall commence **July 1, 2015**, and shall expire **August 31, 2018**.

2. The City shall continue to contribute toward the payment of the premiums under the City's health insurance program on behalf of each eligible Unit employee and, to the extent required by law, each eligible retiree.

3. The City shall continue to pay 100 percent of the premiums for employee-only coverage under the existing level of benefits for life and long-term disability insurance for Unit employees.

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**<u>permitted to move any additional accrued leave into their RLFs. In no event shall the transfers permitted under this section, Article 12(2), or the combination of such transfers cause an employee's RLF balance to exceed the previously-authorized maximum of 1,560 hours.</u>**

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Christmas Day (December25th)
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   b. **Effective June 30, 2018, all unit employees shall receive a one and a half percent (1.5%) wage increase.**

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Dated this ________ day of ________, **2018**.

For the City of Oxnard

___________________________

**Scott Whitney**
Interim City Manager

___________________________

**Steve Naveau**
Director of Human Resources

For the Association

___________________________

Alex Hamilton, Assistant Fire Chief
President, OPSMA - Fire

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|---|---|---|
| CITY OF OXNARD CALIFORNIA | **CITY COUNCIL**<br>**AGENDA REPORT** | **TYPE OF ITEM: Info/Consent**<br>**AGENDA ITEM NO.: 9** |

**DATE:** March 20, 2018

**TO:** City Council

**THROUGH:** Scott Whitney
Interim City Manager

**FROM:** Scott Whitney
Interim City Manager/Police Chief

**SUBJECT:** Second Amendment to Taser Agreement

**CONTACT:** Scott Whitney, Interim City Manager/Police Chief
Scott.Whitney@OxnardPD.org, 385-7624

**RECOMMENDATION:**

That City Council approve and authorize the Mayor to execute the Second Amendment to Agreement A-7858 with Axon Enterprises, Inc., formerly known as TASER International, Inc., to increase the amount by $268,973.55 to a total of $1,374.390.47 over five years for the purpose of adding fifty (50) body-worn cameras.

**BACKGROUND**

The purpose of the Oxnard Police Department's deployment of Body-Worn Cameras (BWC's) is to have a positive impact on the public's perception and confidence in the police. Agencies that have implemented BWC's have experienced significant declines in both complaints and use of force incidents. Overall, BWC's improve police-community interactions, as well as promote transparency in operational procedures. During the last quarter of 2014, the Oxnard Police Department conducted field tests of various different BWC systems. The department was able to determine its BWC system requirements based on the results of the field tests, prior experiences of other local law enforcement agencies, and developing industry standards. The Police Department issued a request for proposals (RFP) on September 18, 2015. The acceptance of proposals ended on October 16, 2015, with twelve (12) companies providing their proposals. An RFP review team was established that included members of police management, supervision, and information technology. Based upon the review, Axon Enterprise, Inc. (formerly Taser

International, Inc.) was chosen as the Police Department's choice for a BWC system.

On March 22, 2016, the Oxnard City Council (the "Council") approved an agreement with Taser International, Inc. as the Police Department's BWC system. The initial agreement was for the purchase of 50 BWC's and their associated data storage licenses. The amount of cameras under the agreement equipped less than half of the Patrol Division's work force, and a small number of officers who work in other field units, such as in the Traffic Unit. The original agreement totaled $375,608.65 over five years, and is funded through the State's Supplemental Law Enforcement Services Fund (SLESF) and the Asset Seizure Fund.

The first amendment expanded the BWC program by adding 100 cameras and their associated storage licenses. The additional cost related to the first amendment was approximately $729,808.27 over the five year contract. That brought the total agreement amount with Taser International, Inc. to $1,105,416.92.

Currently, the Police Department has approximately 200 sworn officer positions in Field Based Services (Patrol, Neighborhood Policing Team, Traffic Unit, School Resource Officers, Homeless Liaison Officers, Central Business District Officers, Riverpark Officers, and the Special Enforcement Unit). The Police Department is requesting Council authorization through the Second Amendment to the Agreement to purchase an additional 50 BWC's, which enable the Department to equip each officer in Field Based Services with a BWC. The cost for the purchase, implementation, and the additional annual licensing for the additional 50 BWC's is approximately $268,973.55, which will bring the total agreement amount to $1,374.390.47 over five years. The Second Amendment also incorporates the name change of Taser International, Inc. to Axon Enterprises, Inc.

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

Objective 1a. Create a renewed focus on police/community relations with underserved communities and youth population.

## FINANCIAL IMPACT

This Amendment to the Agreement does not impact nor require contribution from the General Fund. The City Council previously approved funding from SLESF for the additional Amendment costs.

**ATTACHMENTS:**

Attachment A - Second Amendment to Taser Agreement

Attachment B - Certificate of Name Amendment

Attachment C - First Amendment to Taser Agreement

Attachment D - Original Taser Agreement

**Agreement No. A-7858**

**SECOND AMENDMENT TO AGREEMENT FOR BODY WORN CAMERAS**

This Second Amendment ("Second Amendment") to the Agreement for a Body-Worn Camera System is made and entered into in the County of Ventura, State of California, this 12th day of February, 2018, by and between the City of Oxnard ("City"), and Taser International Inc. ("Taser"). This Second Amendment amends the Agreement entered into on January 28, 2016, by City and Taser. The Agreement previously has been amended by First Amendment on September 13, 2016.

City and Taser agree as follows:

1. The name Taser, "Taser International, Inc." is deleted throughout the Agreement and replaced with "Axon Enterprise, Inc."

2. In the second paragraph on page 2 of the Agreement, an additional quote # of Q-111909-43144.972MH shall be inserted after the previously stated quote.

3. Quote #Q-111909-43144.972MH which increases the Agreement amount by $268,973.55 for a total of $1,374,390.47, shall be added to the end of the Agreement and incorporated therein by reference.

4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

**Agreement No. A-7858**

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

**CITY OF OXNARD**

☒ Tim Flynn, Mayor (if agreement is $250,000.01 or more) Date

☐ Scott Whitney, Interim City Manager (if agreement is $25,000.01-$250,000.00)
☐ Lisa Boerner, Purchasing Agent (if agreement is up to $25,000.00)

ATTEST:

Michelle Ascencion, City Clerk (if agreement is $250,000.01 or more) Date

APPROVED AS TO FORM:

FOR 03/02/18
Stephen M. Fischer, City Attorney (required for any agreement amount) Date

APPROVED AS TO CONTENT:

3/2/18
Robin Whitney, Project Manager (required for any agreement amount) Date

3/2/18
Scott Whitney, Department Head (if agreement is $25,000.01 or more) Date

APPROVED AS TO AMOUNT:

3/2/18
Scott Whitney, Interim City Manager (if agreement is $250,000.01 or more) Date

**VENDOR/CONTRACTOR/CONSULTANT**

2/27/18
Robert Driscoll,
VP, Sales and Support Ops Date

2/26/18
Jawad Ahsan,
Chief Financial Officer Date

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

PLEASE DO NOT REMOVE THIS BOX

APPROVED AS TO INSURANCE:

_______________________________ ______________

Mike More, Risk Manager (required for any agreement amount) Date

# Delaware

The First State



*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "TASER INTERNATIONAL, INC.", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "AXON ENTERPRISE, INC." ON THE FOURTH DAY OF APRIL, A.D. 2017, AT 2:30 O`CLOCK P.M.*

*AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIFTH DAY OF APRIL, A.D. 2017 AT 12 O'CLOCK P.M.*

SECRETARY'S OFFICE 1793 DELAWARE 1855

Jeffrey W. Bullock, Secretary of State

3337819 8320
SR# 20173398115

Authentication: 202528268
Date: 05-12-17

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:30 PM 04/04/2017
FILED 02:30 PM 04/04/2017
SR 20172241145 - File Number 3337819

**CERTIFICATE OF AMENDMENT**
**OF**
**CERTIFICATE OF INCORPORATION**
**OF**
**TASER INTERNATIONAL, INC.**
**(which is changing its name to Axon Enterprise, Inc.)**

TASER INTERNATIONAL, INC. (the "Company"), a corporation organized and existing under the General Corporation Law of the State of Delaware, hereby certifies as follows:

1. This Certificate of Amendment (the "Certificate of Amendment") amends the provisions of the Company's Certificate of Incorporation filed with the Secretary of State of the State of Delaware on January 5, 2001 (as amended on April 20, 2001 and December 31, 2004, the "Certificate of Incorporation").

2. Article 1 of the Certificate of Incorporation is hereby amended and restated in its entirety as follows:

> 1. The name of the corporation is Axon Enterprise, Inc. (the "Corporation").

3. This Certificate of Amendment (and the amendment to the Certificate of Incorporation set forth herein) shall be effective at 12:00 p.m. Eastern Time on April 5, 2017.

4. This amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

5. All other provisions of the Certificate of Incorporation shall remain in full force and effect.

IN WITNESS WHEREOF, the Company has caused this Certificate of Amendment to be signed by Douglas E. Klint, its General Counsel and Corporate Secretary, on April 4, 2017.

By: ______________________
Name: Douglas E. Klint
Title: General Counsel and Corporate Secretary

4836-6341-3825.2

**Agreement No. A-7858**

**FIRST AMENDMENT TO AGREEMENT FOR BODY-WORN CAMERA SYSTEM**

This First Amendment to the Agreement for a Body-Worn Camera System dated September 13, 2016, is entered into in Ventura County, California, by and between the City of Oxnard ("City"), a municipal corporation, and Taser International, Inc. ("Taser") and amends that certain Agreement for a Body-Worn Camera System ("the Agreement") entered into on the 28th day of January, 2016.

City and Taser agree that the Agreement is amended as follows:

1. In the second paragraph on page 2 of the Agreement, an additional quote # of "Q-69380-3" shall be inserted after the previously stated quote.
2. Quote # Q-69380-3, which increases the Agreement amount by $729,808.27 for a total of $1,105,416.92, shall be added to the end of the Agreement and incorporated therein by reference.

CITY OF OXNARD

Tim Flynn

Tim Flynn, Mayor

Taser International, Inc.

Josh Isner, EVP of Global Sales

ATTEST:

Daniel Martinez

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

for

Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:

for

Risk Manager

APPROVED AS TO CONTENT:

Jeri Williams, Chief of Police

APPROVED AS TO CONTENT:

Mike Adair, Project Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff

Greg Nyhoff, City Manager

COUNCIL APPROVED
9/13/2016 N-2
DATE

TASER

PROTECT LIFE

# MASTER SERVICES AND PURCHASING AGREEMENT

## between

## TASER INTERNATIONAL, INC.

## and

## City of Oxnard

CITY Agreement Number: A-7858
Date: January 28, 2016

COUNCIL APPROVED
3-22-2016 L-4
DATE

TASER
PROTECT LIFE

# MASTER SERVICES AND PURCHASING AGREEMENT

This Master Agreement (the **Agreement**) by and between TASER International, Inc., (**TASER**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and City of Oxnard, (**Agency**) having its principal place of business at 251 South C Street, Oxnard, California 93030, is entered into as of 2-1-2016 (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of TASER products and services as detailed in Quote # Q-50027-1 (the **Quote**), which is hereby incorporated by reference. It is the intent of the parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of TASER Products during the term of this Agreement and all subsequent quotes accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement the parties agree as follows:

1 **Term** This Agreement will commence on the Effective Date and will remain in full force and effect for a term of five (5) years or until terminated earlier by either party. TASER services will not be authorized until a signed Quote or Purchase Order is received, whichever is first.

1.1 **Evidence.com Subscription Term:** The Initial Term of the Subscription services will begin after shipment of the Product. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. Subscription Services will automatically renew for additional successive Terms of one (1) year after completion of your initial Term at the list price then in effect, unless you give us written notice of termination within sixty (60) days prior to the end of a one (1) year period.

1.2 **Professional Services Term:** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.

2 **Definitions**

**"Business Day"** means Monday through Friday, excluding holidays.

**"Confidential Information"** means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

**"Documentation"** means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

**"Evidence.com Service"** means our web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile App, other software, maintenance, storage, and product or service provided by us under this Agreement for use with Evidence.com. This does not include any Third-Party Applications, hardware warranties, or the my.evidence.com services.

"**Installation Site**" means the location(s) where the Products are to be installed.

**"Policies"** means the Trademark Use Guidelines, all restrictions described on the TASER website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

**"Products"** means all TASER equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by us under this Agreement.

**"Quote"** is an offer to sell, is valid only for products and services listed on the quote at prices on the quote. All Quotes referenced in this Agreement or issued and accepted after the Effective Date of this Agreement will be subject to the terms of this Agreement. Any terms and conditions contained within your purchase order in response to the Quote will be null and void and shall have no force or effect. We are not responsible for pricing, typographical, or other errors in any offer by us and reserve the right to cancel any orders resulting from such errors.

**"Resolution Time"** means the elapsed time between our acknowledgment of an issue until the problem in the Service Offerings has been resolved, which does not include time delays caused by you, your agency or by third parties outside of our reasonable control.

**"Services"** means the professional services provided by us pursuant to this Agreement.

**"Your Content"** means software, data, text, audio, video, images or other content you or any of your end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under your account or otherwise transfer, process, use or store in connection with your account.

3 **Payment Terms**. Invoices are due to be paid within 30 days of the date of invoice. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, you are responsible for all collection and attorneys' fees.

4 **Taxes.** Unless you provide us with a valid and correct tax exemption certificate applicable to your purchase and ship-to location, you are responsible for sales and other taxes associated with your order.

5 **Shipping; Title; Risk of Loss.** We reserve the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to you upon delivery to the common carrier by TASER. You are responsible for all freight charges. Any loss or damage that occurs during shipment is your responsibility. Shipping dates are estimates only.

6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

7 **Warranties**

7.1 **Hardware Limited Warranty**. TASER warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. If TASER determines that a valid warranty claim is received within the warranty period, TASER agrees to repair or replace the Product. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

7.2 **Warranty Limitations.**

7.2.1 The warranties do not apply and TASER will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

**7.2.2** To the extent permitted by law, the warranties and the remedies set forth above are exclusive and TASER disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this warranty document.

**7.2.3** TASER's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will be limited to $5,000,000. In no event will either party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory

**7.3** **Warranty Returns.** If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the Product which TASER determines in its sole discretion to be defective under normal use, as defined in the Product instructions. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

**7.3.1** For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites www.taser.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

**7.3.2** Before you deliver your product for warranty service, it is your responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product data and keep a separate backup copy of the contents. TASER is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.

**7.3.3** A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property.

**8** **Product Warnings.** See our website at www.TASER.com for the most current product warnings.

**9** **Design Changes.** We reserve the right to make changes in design of any of our products and services without incurring any obligation to notify you or to make the same change to products and services previously purchased.

**10** **Insurance.** We will maintain at our own expense and in effect during the Term, Commercial General Liability Insurance, Workers' Compensation Insurance and Commercial Automobile Insurance and will furnish certificates of insurance or self-insurance upon your request to meet the Agency's requirements of INS-B.

**11** **Indemnification.** Except to the extent caused by the negligent acts, omissions or willful misconduct of you, we will indemnify, defend and hold you, your officers, directors, and employees (each Agency Indemnitee) harmless from and against all claims, demands, losses, liabilities, costs, expenses, and reasonable attorneys' fees, arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of TASER under or related to this Agreement.

12 **Your Responsibilities.** You are responsible for (i) your or any of your end users' use of TASER Products (including any activities under your Evidence.com account and use by your employees and agents), (ii) breach of this Agreement or violation of applicable law by you or any of your end users, (iii) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use of Your Content, (iv) a dispute between you and any third-party over your use of TASER products or the collection or use of Your Content, (v) any hardware or networks that you connect to the Evidence.com Services, and (vi) any security settings you establish to interact with or on the Evidence.com Services.

13 **Termination.**

**13.1 By Either Party.** Either party may terminate for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30-day notice period. In the event that you terminate this Agreement under this Section and we failed to cure the material breach or default, we will issue you a refund of any prepaid amounts on a prorated basis.

**13.2 By Agency.** You are obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during your then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by you. You agree to deliver notice of termination under this Section at least 90 days prior to the end of the then current fiscal year.

**13.3 Effect of Termination.** Upon any termination of this Agreement: (a) all your rights under this Agreement immediately terminate; (b) you remain responsible for all fees and charges you have incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Your Responsibilities Sections, as well as Appendix A Sections on You Own Your Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.

**13.4 After Termination.** We will not delete any of Your Content as a result of a termination during the 90 days following termination. During this 90-day period you may retrieve Your Content only if you have paid all amounts due (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability for you to retrieve Your Content). You will not incur any additional fees if you download Your Content from the Evidence.com Services during this 90-day period. We have no obligation to maintain or provide any of Your Content after the 90-day period and will thereafter, unless legally prohibited, delete all of Your Content stored in the Evidence.com Services. Upon request, we will provide written proof that all of Your Content has been successfully deleted and fully removed from the Evidence.com Services.

**13.5 Post-Termination Assistance.** We will provide you with the same post-termination data retrieval assistance that we generally make available to all customers. Requests that we provide additional assistance to you in downloading or transferring Your Content will result in additional fees from us and we will not warrant or guarantee data integrity or readability in the external system.

**14 General.**

**14.1 Confidentiality.** Both parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either parties Confidential Information. Except as required by applicable law, neither party will disclose either party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term.

**14.2 Excusable delays.** We will use commercially reasonable efforts to deliver all products and services ordered by you as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond our reasonable control we have the right to delay or terminate the delivery with reasonable notice to you.

**14.3 Force Majeure.** Neither party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

**14.4 Proprietary Information.** You agree that we have and claim various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute our products and services, and that you will not directly or indirectly cause any proprietary rights to be violated.

**14.5 Independent Contractors.** The parties are independent contractors. Neither party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

**14.6 No Third-Party Beneficiaries.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

**14.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, we agree that neither we nor our employees will discriminate against any person, whether employed by us or otherwise, on the basis of basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by us or placed by or on behalf of us, we will state all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.

**14.8 U.S. Government Rights.** Any Evidence.com Services provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Evidence.com Services. If you are using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

**14.9 Import and Export Compliance.** In connection with this Agreement, each party will comply with all applicable import, re- import, export, and re-export control laws and regulations.

**14.10 Assignment.** Neither party may assign or otherwise transfer this Agreement without the prior written approval of the other party. TASER may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the parties and their respective successors and assigns.

**14.11 No Waivers.** The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the party's right to enforce the provision at a later time.

**14.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

**14.13 Governing Law; Venue.** The laws of the state where you are physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

**14.14 Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on your Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

TASER: TASER International, Inc.
ATTN: Legal Department
17800 N. 85th Street
Scottsdale, Arizona 85255

AGENCY: Oxnard Police Department
ATTN: Mike Adair, Commander
251 S. C Street
Oxnard, CA 93030

**14.15 Entire Agreement.** This Agreement, including the APPENDICES attached hereto, and the Policies and the quote provided by TASER, represents the entire agreement between you and TASER. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and TASER, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the parties to this Agreement. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

TASER
PROTECT LIFE

**14.16 Counterparts.** If this Agreement form requires the signatures of the parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

for

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:

Jeri Williams, Chief of Police

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

Taser International, Inc.

Josh Isner, EVP of Global Sales

APPROVED AS TO FORM:

Alison Davidson, VP Sales and Support

APPROVED AS TO INSURANCE:

for

Joseph Lillio, Risk Manager

APPROVED AS TO CONTENT:

Mike Adair, Project Manager

TASER
PROTECT LIFE

# APPENDIX A:
# Evidence.com Terms of Use

1. **Access Rights.** Upon the purchase or granting of a subscription from TASER and your opening of an Evidence.com account you will have access and use of the Evidence.com Services for the storage and management of and Your Content during the subscription term (**Term**). The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If you become aware of any violation of this Agreement by an end user, you will immediately terminate that end user's access to Your Content and the Evidence.com Services.
2. **You Own Your Content.** You control and own all right, title, and interest in and to Your Content and we obtain no rights to Your Content. You are solely responsible for the uploading, sharing, withdrawal, management and deletion of Your Content. You consent to our limited access to Your Content solely for the purpose of providing and supporting the Evidence.com Services to you and your end users. You represent that you own Your Content; and that none of Your Content or your end users' use of Your Content or the Evidence.com Services will violate this Agreement or applicable laws.

3. **Evidence.com Data Security.**

   **3.1. Generally.** We will implement commercially reasonable and appropriate measures designed to secure Your Content against accidental or unlawful loss, access or disclosure. We will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence you upload, security education, risk management, and data protection. You are responsible for maintaining the security of your end user names and passwords and taking steps to maintain appropriate security and access by your end users to Your Content. Log-in credentials are for your internal use only and you may not sell, transfer, or sublicense them to any other entity or person. You agree to be responsible for all activities undertaken by you, your employees, your contractors or agents, and your end users which result in unauthorized access to your account or Your Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by you at any time. You agree to contact us immediately if you believe an unauthorized third party may be using your account or Your Content or if your account information is lost or stolen.

   **3.2. FBI CJIS Security Addendum.** For customers based in the United States, we agree to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.

4. **Our Support.** We will make available to you updates as released by us to the Evidence.com Services. Updates may be provided electronically via the Internet. We will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. You are responsible for maintaining the computer equipment and Internet connections necessary for your use of the Evidence.com Services.

5. **Data Privacy.** We will not disclose Your Content or any information about you except as compelled by a court or administrative body or required by any law or regulation. We will give you notice if any

disclosure request is received for Your Content so you may file an objection with the court or administrative body. You agree to allow us access to certain information from you in order to: (a) perform troubleshooting services for your account at your request or as part of our regular diagnostic screenings; (b) enforce our agreements or policies governing your use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

**6.** **Data Storage.** We will determine the locations of the data centers in which Your Content will be stored and accessible by your end users. For United States customers, we will ensure that all of Your Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. You consent to the transfer of Your Content to third parties for the purpose of storage of Your Content. Third party subcontractors responsible for storage of Your Content are contracted by us for data storage services. Ownership of Your Content remains with you.

**7.** **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. We reserve the right to charge additional fees for you exceeding your purchased storage amounts or for TASER's assistance in the downloading or exporting of Your Content.

**8.** **Suspension of Evidence.com Services.** We may suspend your or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice to you if we determine:

**8.1.** In accordance with the Termination provisions of the Master Service Agreement;

**8.2.** Your or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject us, our affiliates, or any third party to liability, or (iv) may be fraudulent;

**8.3.** If we suspend your right to access or use any portion or all of the Evidence.com Services, you remain responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. We will not delete any of Your Content on Evidence.com as a result of your suspension, except as specified elsewhere in this Agreement.

**9.** **Software Services Warranty.** We warrant that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. We disclaim any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

**10.** **IP Rights.** We own and reserve all right, title, and interest in and to the Evidence.com Services and related software and intellectual property rights. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Evidence.com Services solely in accordance with this Agreement during the Term. We own all right, title, and interest in and to any suggestions made to us and we have the right to use any suggestions without restriction.

11. **License Restrictions.** Neither you nor any of your end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret

information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code. All licenses granted to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. You may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at www.TASER.com).

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# APPENDIX B:
# Professional Services

1. **Scope of Services**. The project scope will consist of the Services identified on your Quote.

   1.1. The Package for the Axon and Evidence.com related Services are detailed below:

| | Acceptance Checklist |
|---|---|
| **System set up and configuration**<br>Setup Axon® Mobile on smart phones (if applicable).<br>Configure categories & custom roles based on Agency need.<br>Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access.<br>Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable).<br>One on-site session included. | |
| **Dock installation**<br>Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary.<br>Authenticate Dock with Evidence.com using "admin" credentials from Agency.<br>Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment.<br>On-site assistance included. | |
| **Dedicated Project Manager**<br>Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout. | |
| **Weekly project planning meetings**<br>Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units, Docks and Evidence.com account training based on size, timing of rollout and Agency's desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in length. | |
| **Best practice implementation planning session—1 on-site session to:**<br>Provide considerations for establishment of video policy and system operations best practices based on TASER's observations with other agencies.<br>Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management.<br>Provide referrals of other agencies using the Axon camera products and Evidence.com services<br>Create project plan for larger deployments.<br>Recommend rollout plan based on review of shift schedules. | |
| **System Admin and troubleshooting training sessions**<br>2 on-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com. | |
| **Axon instructor training**<br>Prior to general user training on Axon camera systems and Evidence.com services, TASER's on-site professional services team will provide training for instructors who can support the Agency's subsequent Axon camera and Evidence.com training needs. | |
| **End user go live training and support sessions**<br>Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and EVIDENCE Sync. | |
| **Implementation document packet**<br>Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide | |
| **Post go live review session** | |

   1.2. The Package for the CEW-related Services are detailed below:

| | Acceptance Checklist |
|---|---|
| **System set up and configuration**<br>Configure Evidence.com categories & custom roles based on Agency need.<br>Troubleshoot IT issues with Evidence.com.<br>Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable).<br>Register users and assign roles in Evidence.com.<br>One on-site session included. | |
| **Dedicated Project Manager**<br>Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout. | |
| **Best practice implementation planning session to:**<br>Provide considerations for establishment of CEW policy and system operations best practices based on TASER's observations with other agencies.<br>Discuss importance of entering metadata for organization purposes and other best practice for digital data management.<br>Provide referrals to other agencies using the TASER CEW products and Evidence.com services.<br>On-site assistance included. | |
| **System Admin and troubleshooting training sessions**<br>On-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com. | |
| **Evidence.com Instructor training**<br>TASER's on-site professional services team will provide training on the Evidence.com system with the goal of educating instructors who can support the Agency's subsequent Evidence.com training needs.<br>Training for up to 3 Individuals at the Agency. | |
| **TASER CEW inspection and device assignment**<br>TASER's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Evidence.com. | |
| **Two-day product specific instructor course with recertification**<br>A certified TASER Master Instructor will conduct a two-day single weapon platform Instructor Course and a one-time recertification course 2 years after completion of the initial Instructor Course. | |
| **TASER CEW inspection and firmware update**<br>TASER's on-site professional services team will perform a one-time TASER CEW inspection to ensure good working condition and perform any necessary firmware updates 3 years after the date of the purchase of the Professional Service. | |
| **Post go live review session**<br>On-site assistance included. | |

**1.3.** Additional training days may be added on to any service package for additional fees set forth in your Quote.

**2.** **Out of Scope Services.** We are responsible to perform only the Services described on your Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope.

**3.** **Delivery of Services.**

**3.1.** **Hours and Travel.** Our personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the parties in advance. Travel time by our personnel to your premises will not be charged as work hours performed.

**3.2.** **Changes to Services.** Changes to the scope of Services must be documented and agreed upon

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by the parties in a change order. Changes may require an equitable adjustment in the charges or schedule.

**3.3. Delays**. If any delays are caused by you, you will be responsible for any costs incurred by us in preparing for the performance of the Services, and we will be entitled to recover these costs from you, including travel related costs. The non-performance or delay by us of our obligations under this Agreement will be excused if and to the extent the non-performance or delay results directly from the failure by you to perform your responsibilities. If any failure or delay by you to perform any of your responsibilities prevents or delays our performance of our obligations under this Agreement, we will be entitled to a reasonable extension of time to the applicable performance dates to reflect the extent of the impact of the failure or delay by you.

**4.** **Authorization to Access Computer Systems to Perform Services**. You authorize us to access your relevant computers and network systems solely for the purpose of performing the Services. We will work diligently to identify as soon as reasonably practicable the resources and information we expect to use, and will provide an initial itemized list to you. You are responsible for, and assume the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by you.

**5.** **Site Preparation and Installation.** Prior to delivering any Services, we will provide you with 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by you or TASER), you must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, you must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by us under this Agreement, including the environmental specifications for the Products, we will provide the updates or modifications to you when they are generally released by us to our customers.

**6.** **Acceptance Checklist**. We will present you with an Acceptance Checklist (**Checklist**) upon our completion of the Services that will exactly mirror the description of services within this Section. You will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If you reasonably believe that we did not complete the Services in substantial conformance with this Agreement, you must notify us in writing of your specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist to you. We will address your issues and then will re-present the Checklist for your approval and signature. If we do not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services from you within 7 calendar days of delivery of the Checklist to you, the absence of your response will constitute your affirmative acceptance of the Services, and a waiver of any right of rejection.

**7.** **Liability for Loss or Corruption of Data**. You are responsible for: (i) instituting proper and timely backup procedures for your software and data; (ii) creating timely backup copies of any of your software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any of your software or data in the event of any loss of, damage to, or corruption of the operational version of your software or data, even if such damage, loss, or corruption is due to our negligence. However, regardless of any assistance provided by us: (i) we will in no way be liable for the accuracy, completeness, success, or results of your efforts to restore your software or data; (ii) any assistance provided by us under this Section is without warranty, express or implied; and (iii) in no event will we be liable for loss of, damage to, or corruption of your data from any cause.

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# APPENDIX C:
# TASER Assurance Plan

TAP has been purchased as part of the Quote attached to the Agreement. TAP provides you with hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the TASER Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. You may not buy more than one TAP for any one covered Product.

1 **TAP Warranty Coverage**. TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the beginning of the TAP Term and continues as long as you continue to pay the required annual fees for TAP. You may not have both an optional extended warranty and TAP on the Axon camera/Dock product. TAP for the Axon camera products also includes free replacement of the Axon flex controller battery and Axon body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.

2 **TAP Term**. TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.

3 **SPARE Product**. TASER will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") for you to keep at your agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. You must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at TASER's sole option. You may not buy a new TAP for the replacement product or the Spare Product.

**3.1.** Within 30 days of the end of the TAP Term you must return to TASER all Spare Products. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh your allotted number of Spare Products with Upgrade Models if you purchase a new TAP for the Upgrade Models.

4 **TAP Officer Safety Plan (OSP)**. The Officer Safety Plan includes an Evidence.com Ultimate License, TAP for Evidence.com Dock, one TASER brand CEW with a 4-year Warranty, one CEW battery, and one CEW holster of your choice. At any time during the OSP term you may choose to receive the CEW, battery and holster by providing a $0 purchase order. At the time you elect to receive the CWEW, you may choose from any current CEW model offered. The OSP plan must be purchased for a period of 5 years. If the OSP is terminated before the end of the term and you do not receive your CEW, battery or holster, then we will have no obligation to reimburse you for those items not received. If OSP is terminated before the end of the term and you receive your CEW, battery and/or holster then (a) you will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the OSP before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to us within 30 days of the date of termination.

5 **TAP Upgrade Models**. Upgrade Models are to be provided as follows during and/or after the TAP

Term: (i) an upgrade will provided in year 3 if you purchased 3 years of Evidence.com services with Ultimate Licenses or Unlimited Licenses and all TAP payments are made; or (ii) 2.5 years after the Effective Date and once again 5 years after the Effective Date if you purchased 5 years of Evidence.com services with an Ultimate License or Unlimited Licenses or OSP and made all TAP payments.

For CEW Upgrade Models TASER will upgrade Products, free of charge, with a new unit that is the same product or a like product, in the same weapon class ("Upgrade Model"). For example: (a) if the Product is a single bay CEW, then you may choose any single bay CEW model as your Upgrade Model; (b) if the Product is a multibay CEW, then you may choose any multi-bay CEW model as your Upgrade Model; and (c) if the Covered Product is a TASER CAM recorder, then you may choose any TASER CAM model as your Upgrade Model. To continue TAP coverage for the Upgrade Model, you must elect TAP and will be invoiced for the first year payment at the time the upgrade is processed. The TAP payment amount will be the rate then in effect for TAP. You may elect to receive the Upgrade Model anytime in the 5th year of the TAP term as long as you have made the final payment.

Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after you receive the Upgrade Models, you must return the products to TASER or TASER will deactivate the serial numbers for the products for which you received Upgrade Models unless you purchase additional Evidence.com licenses for the Axon camera products you are keeping. You may buy a new TAP for any Upgraded Model.

**5.1. TAP Axon Camera Upgrade Models.**

**5.1.1.** If you purchased TAP as a stand-alone service, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same product or a like product, at TASER's sole option. TASER makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If you would like to change product models for the Upgrade Model, then you must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model you desire to acquire. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

**5.1.2.** If you purchased Ultimate License, Unlimited License or OSP, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of your choice.

**5.2. TAP Dock Upgrade Models.** TASER will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at TASER's sole option. If you would like to change product models for the Upgrade Model or add additional bays, then you must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model you desire to acquire. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

6 **TAP Termination.** If an invoice for TAP is more than 30 days past due or your agency defaults on its payments for the Evidence.com services then TASER may terminate TAP and all outstanding Product related TAPs with your agency. TASER will provide notification to you that TAP coverage is terminated. Once TAP coverage is terminated, then:

**6.1.** TAP coverage will terminate as of the date of termination and no refunds will be given.

**6.2.** TASER will not and has no obligation to provide the free Upgrade Models.

**6.3.** You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare

Products provided to you under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.

**6.4.** You will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

**6.5.** If you made two or more TAP payments, then you will: retain the extended warranty coverage; receive a 50% credit for the difference between TAP payments paid prior to termination and the extended warranty price then in effect for each CEW covered under TAP; and have until the date listed on the termination notification to apply that credit toward the purchase of any TASER products. The credit amount available and expiration date of the credit will be provided to you as part of the termination notification.

**6.6.** If you made only one TAP payment, then you may elect to pay the difference between the price for the extended warranty then in effect and the payments made under TAP to continue extended warranty coverage. This election must be made when written notice of cancellation is submitted by you. If you do not elect to continue with an extended warranty, then warranty coverage will terminate as of the date of cancellation/termination.

**6.7.** If you received a credit towards your first TAP payment as part of a trade-in promotion, then upon cancellation/termination you will be assessed a $100 cancellation fee for each Covered Product.

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# APPENDIX D:
## Axon Integration Services

1. **Term.** The term of this SOW commences on the Effective Date. The actual work to be performed by TASER is not authorized to begin until TASER receives the signed Quote or your purchase order for the Integration Services, whichever is first.

2 **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the EVIDENCE.com services to interact with the Agency's RMS so that Agency's licensees may use the integration module to automatically tag the AXON® recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the AXON video meta-data saved to the EVIDENCE.com services based on data already maintained in the Agency's RMS. TASER is responsible to perform only the Integration Services described in this SOW and any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of the scope and may result in additional fees.

3 **Pricing.** All Integration Services performed by TASER will be rendered in accordance with the fees and payment terms set forth in your Quote.

4 **Delivery of Integration Services.**

**4.1** **Support After Completion of the Integration Services.** After completion of the Integration Services and acceptance by the Agency, TASER will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the Agency. TASER will also provide support services that result because of a change or modification in the EVIDENCE.com services at no additional charge as long as the Agency maintains EVIDENCE.com subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its RMS. Thereafter, any additional support services provided to the Agency will be charged at TASER's then current standard professional services rate.

**4.2** **Changes to Services.** Changes to the scope of the Integration Services must be documented and

agreed upon by the parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the parties and included in the change order, signed by both parties.

**4.3** **Delays.** If any delays are caused by Agency, Agency will be responsible for any costs incurred by TASER in preparing for the performance of the Integration Services, and TASER will be entitled to recover these costs from Agency, including travel related costs. The non-performance or delay by TASER of its obligations under this SOW will be excused if and to the extent the non-performance or delay results directly from the failure by Agency to perform its responsibilities. If any failure or delay by Agency to perform any of its responsibilities prevents or delays TASER's performance of its obligations under this SOW, TASER will be entitled to a reasonable extension of time to the applicable performance dates to reflect the extent of the impact of the failure or delay by Agency.

**4.4** **Performance Warranty.** TASER warrants that it will perform the Integration Services in a good and workmanlike manner.

5 **Acceptance Checklist.** TASER will present Agency with an Acceptance Checklist (**Checklist**) upon TASER's completion of the Integration Services. Agency will sign the Checklist acknowledging completion of the Integration Services. If Agency reasonably believes that TASER did not complete the Integration Services in substantial conformance with this SOW, Agency must notify TASER in writing of its specific reasons for rejection of the Integration Services within 7 calendar days from delivery of the Checklist to

the Agency. TASER will address the Agency's issues and then will re-present the Checklist for the Agency's approval and signature. If TASER does not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Integration Services from Agency within 7 calendar days of delivery of the Checklist to the Agency, the absence of a response will constitute Agency's affirmative acceptance of the Integration Services, and a waiver of any right of rejection.

6 **Agency's Responsibilities.** TASER's successful performance of the Integration Services depends upon the Agency's:

**6.1** Making available its relevant systems, including its current RMS, for assessment by TASER (including making these systems available to TASER via remote access if possible);

**6.2** Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to TASER's performance of the Integration Services;

**6.3** Providing access to the building facilities and where TASER is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to TASER representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Integration Services);

**6.4** Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for TASER to provide the Integration Services;

**6.5** Promptly installing and implementing any and all software updates provided by TASER;

**6.6** Ensuring that all appropriate data backups are performed;

**6.7** Providing to TASER the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by TASER;

**6.8** Providing TASER with remote access to the Agency's Evidence.com account when required for TASER to perform the Integration Services;

**6.9** Notifying TASER of any network or machine maintenance that may impact the performance of the

integration module at the Agency; and

**6.10** Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to TASER (these contacts are to provide background information and clarification of information required to perform the Integration Services).

7 **Authorization to Access Computer Systems to Perform Services.** Agency authorizes TASER to access Agency's relevant computers, network systems, and RMS solely for the purpose of performing the Integration Services. TASER will work diligently to identify as soon as reasonably practicable the resources and information TASER expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

8 **Liability for Loss or Corruption of Data.** Agency is responsible for: (a) instituting proper and timely backup procedures for its software and data contained in its RMS; (b) creating timely backup copies of any of its software or data in its RMS that may be damaged, lost, or corrupted due to TASER's provision of Integration Services; and (c) using backup copies to restore any of its software or data from its RMS in the event of any loss of, damage to, or corruption of the operational version of its software or data, even if such damage, loss, or corruption is due to TASER's negligence. The Section does not apply to Agency data stored on Evidence.com and covered by the MSA.

9 **Intellectual Property.** TASER owns all right, title and interest in all Product User Documentation and the

software integration modules developed by TASER under this SOW. TASER grants to Agency, unless otherwise agreed in writing by the parties, a perpetual, non-revocable, royalty-free, non-exclusive, right and license to use, execute or copy, the software integration modules and Product User Documentation provided to Agency in connection with the delivery of Integration Services and in accordance with this SOW. Agency must not: (a) distribute, sell, lease, assign, license, convey, disclose, or in any other way transfer the Product User Documentation or software integration modules to any third party; (b) reproduce, modify, or use the Product User Documentation or software integration modules; or (c) reverse engineer, disassemble or otherwise de-compile any portion of the software integration modules. Except as expressly granted in this Section, no license of or right to the Product User Documentation or software integration modules is granted by TASER to the Agency directly or by implication, estoppel or otherwise.

**14 <u>Definitions.</u>**

"Integration Services" means the professional services provided by us pursuant to this SOW.

**TASER International**
*Protect Life. Protect Truth.*

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax:

TASER

**Mike Adair**
(805) 207-9149
mike.adair@oxnardpd.org

# Quotation

**Quote:** Q-50027-1
**Date:** 12/8/2015 10:31 AM
**Quote Expiration:** 1/31/2016
**Contract Start Date*:** 2/1/2016
**Contract Term:** 5 years

**Bill To:**
Oxnard Police Dept. - CA
251 South C Street
Oxnard, CA 93030
US

**Ship To:**
Mike Adair
Oxnard Police Dept. - CA
251 South C Street
Oxnard, CA 93030
US

| SALESPERSON | PHONE | EMAIL | DELIVERY METHOD | PAYMENT METHOD |
|---|---|---|---|---|
| Chad Kapler | 480-341-9539 | ckapler@taser.com | Fedex - Ground | Net 30 |

*Note this will vary based on the shipment date of the product.

Year 1

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT ($) | NET TOTAL |
|---|---|---|---|---|---|---|
| 50 | 74001 | AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK | USD 399.00 | USD 19,950.00 | USD 0.00 | USD 19,950.00 |
| 50 | 74020 | MAGNET MOUNT, FLEXIBLE, AXON BODY 2 | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 9 | 70033 | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK | USD 35.00 | USD 315.00 | USD 0.00 | USD 315.00 |
| 9 | 74008 | AXON DOCK, 6 BAY + CORE, AXON BODY 2 | USD 1,495.00 | USD 13,455.00 | USD 0.00 | USD 13,455.00 |
| 2 | 89101 | PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT | USD 468.00 | USD 936.00 | USD 0.00 | USD 936.00 |
| 60 | 85110 | EVIDENCE.COM INCLUDED STORAGE | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 50 | 85100 | EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT | USD 240.00 | USD 12,000.00 | USD 12,000.00 | USD 0.00 |
| 50 | 85130 | OFFICER SAFETY PLAN YEAR 1 PAYMENT | USD 1,188.00 | USD 59,400.00 | USD 0.00 | USD 59,400.00 |
| 2 | 74001 | AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 2 | 74020 | MAGNET MOUNT, FLEXIBLE, AXON BODY 2 | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT ($) | NET TOTAL |
|---|---|---|---|---|---|---|
| 1 | 85055 | AXON FULL SERVICE | USD 15,000.00 | USD 15,000.00 | USD 0.00 | USD 15,000.00 |
| 2,000 | 85110 | EVIDENCE.COM INCLUDED STORAGE | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 50 | 11002 | HANDLE, BLACK, CLASS III, X26P | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 50 | 22010 | PPM, BATTERY PACK, STANDARD, X2/ X26P | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 50 | 11004 | WARRANTY, 4 YEAR, X26P | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 50 | 11504 | HOLSTER, BLACKHAWK, LEFT, X26P | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| | | | | | **Year 1 Tax Amount:** | USD 6,984.01 |
| | | | | | **Year 1 Discount:** | USD 12,000.00 |
| | | | | | **Year 1 Net Amount Due Including Taxes:** | USD 116,040.01 |

Year 2

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT ($) | NET TOTAL |
|---|---|---|---|---|---|---|
| 50 | 85131 | OFFICER SAFETY PLAN YEAR 2 PAYMENT | USD 1,188.00 | USD 59,400.00 | USD 0.00 | USD 59,400.00 |
| 50 | 85100 | EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT | USD 240.00 | USD 12,000.00 | USD 12,000.00 | USD 0.00 |
| 60 | 85110 | EVIDENCE.COM INCLUDED STORAGE | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 2,000 | 85110 | EVIDENCE.COM INCLUDED STORAGE | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 2 | 89201 | PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT | USD 468.00 | USD 936.00 | USD 0.00 | USD 936.00 |
| | | | | | **Year 2 Tax Amount:** | USD 4,455.00 |
| | | | | | **Year 2 Discount:** | USD 12,000.00 |
| | | | | | **Year 2 Net Amount Due Including Taxes:** | USD 64,791.00 |

Year 3

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT ($) | NET TOTAL |
|---|---|---|---|---|---|---|
| 50 | 85132 | OFFICER SAFETY PLAN YEAR 3 PAYMENT | USD 1,188.00 | USD 59,400.00 | USD 0.00 | USD 59,400.00 |
| 50 | 85100 | EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT | USD 240.00 | USD 12,000.00 | USD 12,000.00 | USD 0.00 |
| 2,000 | 85110 | EVIDENCE.COM INCLUDED STORAGE | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 60 | 85110 | EVIDENCE.COM INCLUDED STORAGE | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 2 | 89301 | PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT | USD 468.00 | USD 936.00 | USD 0.00 | USD 936.00 |
| | | | | | **Year 3 Tax Amount:** | USD 4,455.00 |
| | | | | | **Year 3 Discount:** | USD 12,000.00 |
| | | | | | **Year 3 Net Amount Due Including Taxes:** | USD 64,791.00 |

Year 4

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT ($) | NET TOTAL |
|---|---|---|---|---|---|---|
| 50 | 85133 | OFFICER SAFETY PLAN YEAR 4 PAYMENT | USD 1,188.00 | USD 59,400.00 | USD 0.00 | USD 59,400.00 |

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT ($) | NET TOTAL |
|---|---|---|---|---|---|---|
| 50 | 85100 | EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT | USD 240.00 | USD 12,000.00 | USD 12,000.00 | USD 0.00 |
| 2,000 | 85110 | EVIDENCE.COM INCLUDED STORAGE | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 60 | 85110 | EVIDENCE.COM INCLUDED STORAGE | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 2 | 89401 | PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT | USD 468.00 | USD 936.00 | USD 0.00 | USD 936.00 |

| | |
|---|---|
| **Year 4 Tax Amount:** | USD 4,455.00 |
| **Year 4 Discount:** | USD 12,000.00 |
| **Year 4 Net Amount Due Including Taxes:** | USD 64,791.00 |

Year 5

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT ($) | NET TOTAL |
|---|---|---|---|---|---|---|
| 50 | 85134 | OFFICER SAFETY PLAN YEAR 5 PAYMENT | USD 1,188.00 | USD 59,400.00 | USD 0.00 | USD 59,400.00 |
| 50 | 85100 | EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT | USD 240.00 | USD 12,000.00 | USD 12,000.00 | USD 0.00 |
| 2,000 | 85110 | EVIDENCE.COM INCLUDED STORAGE | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 60 | 85110 | EVIDENCE.COM INCLUDED STORAGE | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 2 | 89501 | PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT | USD 468.00 | USD 936.00 | USD 0.00 | USD 936.00 |

| | |
|---|---|
| **Year 5 Tax Amount:** | USD 4,455.00 |
| **Year 5 Discount:** | USD 12,000.00 |
| **Year 5 Net Amount Due Including Taxes:** | USD 64,791.00 |

| | |
|---|---|
| **Subtotal** | USD 350,400.00 |
| **Estimated Shipping & Handling Cost** | USD 404.64 |
| **Estimated Tax** | USD 24,804.01 |
| **Grand Total** | USD 375,608.65 |

## Officer Safety Plan Includes:

- Evidence.com Pro License
- Upgrades to your purchased AXON cameras and Docks at years 2.5 and 5 under TAP
- Extended warranties on AXON cameras and Docks for the duration of the Plan
- Unlimited Storage for your AXON devices and data from the Evidence Mobile App
- One TASER CEW of your choice with a 4 year extended warranty (5 years total of warranty coverage)
- One CEW holster and battery pack of your choice
- 20 GB of included storage for other digital media

Additional terms apply. Please refer to the Evidence.com Master Service Agreement for a full list of terms and conditions for the Officer Safety Plan.

## Axon Pre-order

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Body 2 and/or Axon Fleet with expected delivery between February 1, 2016 and February 14, 2016. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

## TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at http://www.taser.com/sales-terms-and-conditions. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at https://www.taser.com/serviceagreement14. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at https://www.taser.com/professional-services-agreement. If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at https://www.taser.com/integrationstatementofwork14. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

**Signature:** ______________________ **Date:** ______________________

**Name (Print):** ______________________ **Title:** ______________________

**PO# (if needed):** ______________________

Please sign and email to Chad Kapler at ckapler@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

Exhibit INS-I

## INSURANCE REQUIREMENTS FOR VENDORS (WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

1. Vendor 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 sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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. 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. Vendor 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-I. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be 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. Vendor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Vendor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-I 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 <u>and</u> CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City 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. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

9/15

## 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 you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-I.doc

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/14/2015

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

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

**PRODUCER**
Aon Risk Insurance Services West, Inc.
Phoenix AZ Office
2555 East Camelback Rd.
Suite 700
Phoenix AZ 85016 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105
E-MAIL ADDRESS:

**INSURED**
Taser International, Inc.
17800 N. 85th Street
Scottsdale AZ 85255 USA

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A: | Lexington Insurance Company | 19437 A |
| INSURER B: | | |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

**COVERAGES** **CERTIFICATE NUMBER:** 570059836272 **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.

**Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | 028182385 | 12/15/2014 | 12/15/2015 | EACH OCCURRENCE | $10,000,000 |
| | X CLAIMS-MADE ☐ OCCUR | | | SIR applies per policy terms & conditions | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | Excluded |
| | | | | | | | MED EXP (Any one person) | Excluded |
| | | | | | | | PERSONAL & ADV INJURY | Included |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $10,000,000 |
| | X POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $10,000,000 |
| | OTHER: | | | | | | | |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | |
| | ☐ ANY AUTO | | | | | | BODILY INJURY ( Per person) | |
| | ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | |
| | ☐ HIRED AUTOS ☐ NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | |
| | DED RETENTION | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below ☐ | 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)**
City of Oxnard, its City Council, officers, employees and volunteers as Additional Insured in accordance with the policy provisions of the General Liability policy.

**CERTIFICATE HOLDER**

City of Oxnard
Risk Manager
300 West Third Street, Suite 302
Oxnard CA 93030 USA

**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

Aon Risk Insurance Services West Inc.

Holder Identifier :

Certificate No : 570059836272

# GENERAL LIABILITY SPECIAL ENDORSEMENT
## FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | 10/13/15 |

**PRODUCER**
Aon Risk Insurance Services West
2555 East Camelback Road Suite 700
Phoenix, AZ 85016
Telephone: 602-427-3200

**POLICY INFORMATION:**
Insurance Company: LEXINGTON INSURANCE COMPANY
Policy No.: 021391643
Policy Period: (from) 12/15/14 (to) 12/15/15
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☒ Self-Insured Retention (check which) of $ 5,000,000 with an Aggregate of $______ applies to ______ coverage. ☐ Per Occurrence ☐ Per Claim (which)

**NAMED INSURED**
Taser International, Inc.
17800 N. 85th Street
Scottsdale, AZ 85255

**APPLICABILITY** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

**TYPE OF INSURANCE**

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date ______
☐ OWNERS & CONTRACTORS PROTECTIVE ☒ Occurrence

**OTHER PROVISIONS**

| COVERAGES | LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE | AGGREGATE |
|---|---|---|
| ☐ GENERAL | | |
| ☒ PRODUCTS/COMPLETED OPERATIONS | | |
| ☐ PERSONAL & ADVERTISING INJURY | | |
| ☐ FIRE DAMAGE | | |
| ☐ ______ | | |
| ☐ ______ | | |

Underwriter=s representative for claims pursuant to this insurance.
**CLAIMS:**
Name: ______
Address: ______
Telephone: ( )

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

**ENDORSEMENT HOLDER**

CITY OF OXNARD
Attn: Risk Manager
Reference No.______
300 W. Third Street, Suite 302
Oxnard, CA 93030

**AUTHORIZED REPRESENTATIVE**
☐ Broker/Agent ☒ Underwriter ☐ ______

I Scott Toland (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 Scott Toland
(original signature required)

Telephone: ( ) 689 3562 Date Signed 10/13

Rev. 9/15 INS-1.doc

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/18/2015

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

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

**PRODUCER**
Aon Risk Insurance Services West, Inc.
Phoenix AZ Office
2555 East Camelback Rd.
Suite 700
Phoenix AZ 85016 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A | Lexington Insurance Company | 19437 A |
| INSURER B | | |
| INSURER C | | |
| INSURER D | | |
| INSURER E | | |
| INSURER F | | |

**INSURED**
Taser International, Inc.
17800 N. 85th Street
Scottsdale AZ 85255 USA

**COVERAGES** CERTIFICATE NUMBER: 570060491804 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.

Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | 028182385 | 12/15/2015 | 12/15/2016 | EACH OCCURRENCE | $10,000,000 |
| | X CLAIMS-MADE ☐ OCCUR | | | GL - Claims Made<br>SIR applies per policy terms & conditions | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | Excluded |
| A | X Occurrence Policy for Non-ECD | | | 021391643 | 12/15/2015 | 12/15/2016 | MED EXP (Any one person) | Excluded |
| | X Claims Made Policy for ECD Taser Only | | | GL - Occurrence<br>SIR applies per policy terms & conditions | | | PERSONAL & ADV INJURY | Included |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $10,000,000 |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $10,000,000 |
| | X OTHER: | | | | | | | |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | |
| | ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | |
| | ☐ HIRED AUTOS ☐ NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | |
| | ☐ DED ☐ RETENTION | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | 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)

The General Liability Occurrence policy and the Claims Made policy share the limit. City of Oxnard, its City Council, officers, employees and volunteers as Additional Insured in accordance with the policy provisions of the General Liability policy.

**CERTIFICATE HOLDER**

City of Oxnard
Risk Manager
300 West Third Street, Suite 30[illegible]
Oxnard CA 93030 USA

**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

*Aon Risk Insurance Services West, Inc.*

Holder Identifier :

Certificate No : 570060491804

ENDORSEMENT

**This endorsement, effective 12:01 AM 12/15/2015**

**Forms a part of policy no.: 021391643**

**Issued to: TASER INTERNATIONAL, INC.**

**By: LEXINGTON INSURANCE COMPANY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

A. **Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."

B. The insurance provided to the above described additional insured under this endorsement is limited as follows:

1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages) only.

2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product" for that additional insured.

3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.

4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

   i The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and

   ii Supervisory, inspection, architectural or engineering activities.

5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products-completed operatons hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.

6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary or non-contributory basis.

**C.** Subparagraph (1)(a) of the Pollution exclusion paragraph 2.f., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) does not apply to you if the "bodily injury" or "property damage" arises out of "your work" or "your product" performed on premises which are owned or rented by the additional insured at the time "your work" or "your product" is performed.

**D.** In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.

Thomas McLaughlin

Authorized Representative

K.9.d

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/14/2015

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

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

Holder Identifier :

| | |
|---|---|
| **PRODUCER**<br>Aon Risk Insurance Services West, Inc.<br>Phoenix AZ Office<br>2555 East Camelback Rd.<br>Suite 700<br>Phoenix AZ 85016 USA | CONTACT NAME:<br>PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105<br>E-MAIL ADDRESS: |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Taser International, Inc.<br>17800 N. 85th Street<br>Scottsdale AZ 85255 USA | INSURER A: Hartford Casualty Insurance Co | 29424 A+ |
| | INSURER B: Twin City Fire Insurance Company | 29459 A+ |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** 570059836408 **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. **Limits shown are as requested**

| 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<br>CLAIMS-MADE / OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC<br>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<br>X ANY AUTO<br>ALL OWNED AUTOS / SCHEDULED AUTOS<br>X HIRED AUTOS / X NON-OWNED AUTOS | | | 59 UUN UL7844 | 09/11/2015 | 09/11/2016 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | | | | | | | BODILY INJURY ( Per person) | |
| | | | | | | | BODILY INJURY (Per accident) | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | |
| | UMBRELLA LIAB / OCCUR<br>EXCESS LIAB / CLAIMS-MADE<br>DED / RETENTION | | | | | | EACH OCCURRENCE | |
| | | | | | | | AGGREGATE | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 59WEPE1196 | 09/11/2015 | 09/11/2016 | X PER STATUTE / OTH-ER | |
| | | | | | | | 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)

City of Oxnard, its City Council, officers, employees and volunteers as Additional Insured in accordance with the policy provisions of the Automobile Liability policy.

Certificate No : 570059836408

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| City of Oxnard<br>Risk Manager<br>300 West Third Street, Suite 302<br>Oxnard CA 93030 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br>Aon Risk Insurance Services West Inc. |

Exhibit INS-I
Page 21

# AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
## FOR THE CITY OF OXNARD (the "City")

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | 10/13/15 |

**PRODUCER**

Aon Risk Insurance Services West
2555 East Camelback Road Suite 700
Phoenix, AZ 85016
Telephone: 602-427-3200

**POLICY INFORMATION:**

Insurance Company: TWIN CITY FIRE INSURANCE COMPANY
Policy No.: 59UUNUL7644
Policy Period: (from) 08/01/15 (to) 08/01/16
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ ____________ with an Aggregate of $__________ applies to ____________ coverage. ☐ Per Occurrence ☐ Per Claim (which)

**NAMED INSURED**

Taser International, Inc.
17800 N. 85th Street
Scottsdale, AZ 85255

**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**

$ 1,000,000 per accident, for bodily injury and property damage.

**CLAIMS:** Underwriter's representative for claims pursuant to this insurance.
Name: ____________
Address: ____________
Telephone: ( ) ____________

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, 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.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. 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**

**CITY OF OXNARD**
**Attn: Risk Manager**
**Reference No.** ________
**300 W. Third Street, Suite 302**
**Oxnard, CA 93030**

**AUTHORIZED REPRESENTATIVE**

☐ Broker/Agent ☒ Underwriter ☐ ____________

I Jean Schoeb (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 Jean Schoeb
*(original signature required)*

Telephone: (602) 572-6543 Date Signed 10/14/15

Rev. 9/15 INS-1.doc

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

**Policy Number:** 59 WE PE1196 **Endorsement Number:**

**Effective Date:** 09/11/15 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** TASER INTERNATIONAL, INC.

17800 N 85TH ST
SCOTTSDALE, AZ 85255

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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

ANY PERSON OR ORGANIZATION
FROM WHOM YOU ARE REQUIRED
BY WRITTEN CONTRACT OR
AGREEMENT TO OBTAIN THIS
WAIVER OF RIGHT FROM US

Countersigned by ______________________________
Authorized Representative

**Form WC 00 03 13** Printed in U.S.A.
**Process Date:** 09/27/15 **Policy Expiration Date:** 09/11/16

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| CITY OF OXNARD CALIFORNIA | CITY COUNCIL AGENDA REPORT | TYPE OF ITEM: Public Hearing AGENDA ITEM NO.: 1 |
|---|---|---|

**DATE:** March 20, 2018

**TO:**
Housing Authority

**THROUGH:** Scott Whitney
Interim City Manager

**FROM:** Arturo Casillas
Housing Director

**SUBJECT:** Five-Year & Annual Agency Plan and Five-Year Capital Fund for Low Rent Public Housing. (10/15/5)

**CONTACT:** Arturo Casillas, Housing Director
Arturo.Casillas@oxnard.org, 385-8094

**RECOMMENDATION:**

That the Board of Commissioners of the Housing Authority of the City of Oxnard:

1. Hold a public hearing to receive comments concerning the fourth year of the Five-Year Agency Plan and the 2018 Capital Fund Annual Statement and Five-Year Capital Fund Plan; and

2. Adopt a resolution:
   a. Approving the Five-Year and Annual Agency Plan for the Housing Authority;
   b. Authorizing and directing the Chairman to execute the Department of Housing and Urban Development (HUD) Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures;
   c. Authorizing the Housing Director to execute and submit all reports, documents and all other certifications required to comply with HUD's policies and procedures regarding the Five-Year Agency Plan;
   d. Approving the 2018 Capital Fund Annual Statement and Five-Year Capital Fund Plan; and
   e. Authorizing the Housing Director to accept and expend the funds as indicated in the revised 2018 Capital Fund Annual Statement and Five-Year Capital Fund Plan.

**BACKGROUND:**

The Quality Housing and Work Responsibility Act of 1998 (the Act) requires the Housing Authority of the City of Oxnard (OHA) to submit a Five-Year and Annual Agency Plan. The purpose of the Five-Year and Annual Agency Plan, along with the program policies for the Public Housing Program (Admissions and Continued Occupancy Policy) and the Section 8 Housing Choice Voucher Program (Administrative Plan) is to provide a framework for local accountability, along with an easily-identifiable source document where public housing residents, participants in the Section 8 Program, and members of the public may locate basic information regarding a Housing Authority's policies, rules and regulations and services provided by the agency.

The current Five-Year Plan covers fiscal years 2015-2019 and the Annual Plan covers fiscal year 2018-2019. Updates must be submitted to HUD at least seventy-five days prior to the beginning of each fiscal year, and must include certifications that the OHA Plan is consistent with the City's Consolidated Plan and in accordance with HUD requirements.

**DISCUSSION:**

The proposed changes included in the OHA 2018-2019 Annual Agency Plan were made available for public review on January 18, 2018 for forty-five days. The recommended amendments to the Five-Year and Annual Plan include one change proposed for the Admissions and Continued Occupancy Policy, one change proposed to the Administrative Plan and one change in both, as specified below.

1. The first proposed change relates to the Admissions and Continued Occupancy Policy for the Public Housing Program. This provision changes the minimum age for a child to be considered in the bedroom size allocation from 4 to 3 years of age. If this change is approved, a child or 3 years of age could be assigned a bedroom, instead of sharing the parent's bedroom.

2. The second proposed change relates to the Administrative Plan for the Section 8 Housing Choice Voucher Program. This provision permits shared housing for beneficiaries of the Housing and Urban Development (HUD) Veterans Administration Supportive Housing (VASH) program. Shared housing is currently permitted as a reasonable accommodation for individuals with disabilities.

3. The third proposed change relates to the Admissions and Continued Occupancy Policy for the Public Housing Program and the Administrative Plan for the Section 8 Housing Choice Voucher Program. This proposed change will allow a local involuntary displacement preference to be applied to families on the current waiting list who are displaced as a result of a federally declared disaster within the municipality of Oxnard.

The last component of the Annual Agency Plan has to do with the adoption of an annual budget as well as a Five-Year plan for the Capital Fund Program. The primary purpose of the Capital Fund Program is to preserve and maintain the integrity of the OHA's public housing stock and to fund necessary improvements. For the coming fiscal year, the OHA is presenting a budget of $1,469,215 for the Capital Fund Program activities. The annual budget and Five-Year plan are set forth in Attachments #1 and #2.

**RESOLUTION:**

A resolution approving the Five-Year Annual Agency Plan and the 2018-2019 Capital Fund Annual Statement and Five-Year Capital Fund Plan and authorizing the Housing Director to execute and submit the revised plan and budget is set forth in Attachment #3.

The Plan and suggested proposals were submitted to the Resident Advisory Board (RAB) consisting of Tenant Commissioners, public housing residents, and Section 8 housing choice voucher participants. The Resident Advisory Board provides comments and feedback. The Board conducted public meetings to discuss the Plan on January 18, and February 8, 2018. Oxnard Housing Authority staff made presentations to the RAB at those meetings and responded to inquiries and suggestions from RAB members and others.

**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.

**FINANCIAL IMPACT:**

This item has no impact to General Fund. It is a Non-City Housing Authority action. The approval of the recommended action will enable the OHA to obtain various HUD funds, including approximately $1.46 million under the Capital Fund. Adoption of an Agency Annual Plan is required for the OHA to receive the funds set forth in the Annual and Five-Year Plan of the Capital Fund Program. The funding is from HUD for the Housing Authority's Capital Fund, and has no impact on the City's General Fund.

NOTE: Due to size, the Five-Year/Annual Agency Plan is not included in agenda packets. Copies for review are available at the Help Desk in the Oxnard Main Library, in the City Clerk's office, and on the City's website at www.oxnard.org/city-meetings.

**ATTACHMENTS:**

#1 - Proposed Capital Fund Annual Statement for 2018-2019

#2 - Proposed Capital Fund Program Five-Year Action Plan

#3 - Resolution Approving the Five-Year Annual Agency Plan and 2018-2019 Capital Fund Annual Statement and Plan and Authorizing the Housing Director to execute and submit the revised plan & budget

#4 - Required HUD Certifications

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 6/30/2017

**Part I: Summary**

| PHA Name: Oxnard Housing Authority | Grant Type and Number<br>Capital Fund Program Grant No: CA16-P031-501-18<br>Replacement Housing Factor Grant No:<br>Date of CFFP: 12/7/2017 | FFY of Grant: 2018<br>FFY of Grant Approval: |
|---|---|---|

Type of Grant:
[ X ] Original annual Statement [ ] Reserve for Disasters/Emergencies [ ] Revised Annual Statement (Revision no: )
[ ] Performance and Evaluation Report for Period Ending: [ ] Final Performance and Evaluation Report

| Line | Summary by Development Account | Total Estimated Cost | | Total Actual Cost [1] | |
|---|---|---|---|---|---|
| | | Original | Revised [2] | Obligated | Expended |
| 1 | Total non-CFP Funds | | | | |
| 2 | 1406 Operations (may not exceed 20% of line 23) [3] | $ 293,843.00 | | | |
| 3 | 1408 Management Improvements | $ 12,000.00 | | | |
| 4 | 1410 Administration (may not exceed 10% of line 23) | $ 103,000.00 | | | |
| 5 | 1415 Liquidated Damages | | | | |
| 6 | 1430 Fees and Costs/ ( A& E fees) | $ 34,000.00 | | | |
| 7 | 1430 Advertising | $ 5,000.00 | | | |
| 8 | 1430 Planning Salaries/ Benefits | $ 40,000.00 | | | |
| 9 | 1430 Audit | | | | |
| 10 | 1440 Site Acquisition | | | | |
| 11 | 1450 Site Improvement | $ - | | | |
| 12 | 1460 Dwelling Structures | $ 450,000.00 | | | |
| 13 | 1465.1 Dwelling Equipment - Nonexpendable | | | | |
| 14 | 1470 Nondwelling Structures | | | | |
| 15 | 1475 Nondwelling Equipment (Computer Hardware) | $ 20,000.00 | | | |
| 16 | 1475 Construction Vehicle | $ 25,000.00 | | | |
| 17 | 1485 Demolition | | | | |
| 18 | 1492 Moving to Work Demonstration | | | | |
| 19 | 1495 Relocation Costs | $ 24,000.00 | | | |
| 20 | 1499 Development Activities 4 | | | | |
| 21 | 9001 Collateralization or Debt Service paid by PHA | $ 439,215.00 | | | |
| 22 | 1502 Contingency (may not exceed 8% of line 23) | $ 23,157.00 | | | |
| 23 | Amount of Annual Grant: (sum of lines 1 - 22) | **$ 1,469,215.00** | | | |

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations
[4] RHF funds shall be included here.


form HUD-50075.1 (07/2014)

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 06/30/2017

**Part I: Summary**

| PHA Name: | Grant Type and Number | FFY of Grant: |
|---|---|---|
| Oxnard Housing Authority | Capital Fund Program Grant No: CA16-P031-501-18<br>Replacement Housing Factor Grant No:<br>Date of CFFP: 12/7/2017 | 2018<br>FFY of Grant Approval: |

Type of Grant:
[ X ] Original annual Statement [ ] Reserve for Disasters/Emergencies [ ] Revised Annual Statement (Revision no: )
[ ] Performance and Evaluation Report for Period Ending: [ ] Final Performance and Evaluation Report

| Line | Summary by Development Account | Total Estimated Cost | | Total Actual Cost [1] | |
|---|---|---|---|---|---|
| | | Original | Revised [2] | Obligated | Expended |
| 24 | Amount of line 23 Related to LBP Activities | | | | |
| 25 | Amount of line 23 Related to Section 504 compliance | $ 288,000.00 | | | |
| 26 | Amount of line 23 Related to Security - Soft Costs | | | | |
| 27 | Amount of line 23 Related to Security - Hard Costs | | | | |
| 28 | Amount of line 23 Related to Energy Conservation Measures | | | | |

| Signature of Executive Director | Date | Signature of Public Housing Director | Date |
|---|---|---|---|
| | | | |

[1] To be completed for the Performance and Evaluation Report
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations
[4] RHF funds shall be included here

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
**Expires 06/30/2017**

**Part II: Supporting Pages**

| **PHA Name:** Oxnard Housing Authority | **Grant Type and Number** Capital Fund Program Grant No: **CA16-P031-501-18** CFFP (Yes/No): Replacement Housing Factor Grant No: | **Federal FFY of Grant:** **2018** |
|---|---|---|

| Development Number Name/PHA-Wide Activities | General Description of Major Work Categories | Development Account No. | Quantity | Total Estimated Cost | | Total Actual Cost | | Status of Work |
|---|---|---|---|---|---|---|---|---|
| | | | | Original | Revised[1] | Funds Obligated [2] | Funds Expended [2] | |
| **CAL 31-0** | Operations | 1406 | | $ 293,843.00 | | | | |
| PHA WIDE | | | | | | | | |
| | Professional Development/ | | | | | | | |
| | Professional Development /Training | 1408 | | $ 5,500.00 | | | | |
| | Consultants/ | | | | | | | |
| | Consultants | 1408 | | $ 6,000.00 | | | | |
| | Disaster Preparedness | 1408 | | $ 500.00 | | | | |
| | Needs Assessment | 1408 | | $ - | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
**Expires 06/30/2017**

**Part II: Supporting Pages**

| PHA Name: | Grant Type and Number | Federal FFY of Grant: |
|---|---|---|
| **Oxnard Housing Authority** | Capital Fund Program Grant No: **CA16-P031-501-18**<br>CFFP (Yes/ No):<br>Replacement Housing Factor Grant No: | 2018 |

| Development Number Name/PHA-Wide Activities | General Description of Major Work Categories | Development Account No. | Quantity | Total Estimated Cost | | Total Actual Cost | | Status of Work |
|---|---|---|---|---|---|---|---|---|
| | | | | Original | Revised[1] | Funds Obligated [2] | Funds Expended [2] | |
| CAL 31-0 | | | | | | | | |
| PHA WIDE | | | | | | | | |
| | Administration | 1410 | | $ 103,000.00 | | | | |
| | Fees & Costs | 1430 | | $ 20,000.00 | | | | |
| | Advertising | 1430 | | $ 5,000.00 | | | | |
| | Planning Salaries/Benefits | 1430 | | $ 40,000.00 | | | | |
| | Computer Hardware | 1475 | | $ 20,000.00 | | | | |
| | Construction Vehicle | 1475 | | $ 25,000.00 | | | | |
| | Bond Payment | 1501 | | $ 439,215.00 | | | | |
| | Contingency | 1502 | | $ 23,157.00 | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | Total 31-0: | | | **$ 981,215.00** | | | | |
| | | | | | | | | |

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 06/30/2017

**Part II: Supporting Pages**

| **PHA Name:** Oxnard Housing Authority | **Grant Type and Number** Capital Fund Program Grant No: **CA16-P031-501-18** CFFP (Yes/ No): Replacement Housing Factor Grant No: | **Federal FFY of Grant:** 2018 |
|---|---|---|

| Development Number Name/PHA-Wide Activities | General Description of Major Work Categories | Development Account No. | Quantity | Total Estimated Cost | | Total Actual Cost | | Status of Work |
|---|---|---|---|---|---|---|---|---|
| | | | | Original | Revised[1] | Funds Obligated [2] | Funds Expended [2] | |
| OHA Wide | | | | | | | | |
| | | | | | | | | |
| CAL 31-2 | | | | | | | | |
| Felicia Ct. | Flooring ( C ) | 1460 | | $ 100,000.00 | | | | |
| | | | | | | | | |
| | **Total 31-2:** | | | **$ 100,000.00** | | | | |
| CAL 31-3 | | | | | | | | |
| Colonia Road | | | | | | | | |
| | | | | | | | | |
| | **Total 31-3:** | | | **$ -** | | | | |
| CAL 31-4 | | | | | | | | |
| Pleasant Valley | 504 Compliance ( C ) | 1460 | | $ 250,000.00 | | | | |
| | A&E Fees | 1430 | | $ 14,000.00 | | | | |
| | Relocation | 1495 | | $ 24,000.00 | | | | |
| | **Total 31-4:** | | | **$ 288,000.00** | | | | |
| CAL 31-5 | | | | | | | | |
| Plaza Vista | | | | | | | | |
| | **Total 31-5:** | | | **$ -** | | | | |
| CAL31-7 | | | | | | | | |
| Scattered Sites | Backyard Walkways ( C ) | | | $ 100,000.00 | | | | |
| | **Total 31-7:** | | | **$ 100,000.00** | | | | |
| | | | | | | | | |
| CAL 31-8 | | | | | | | | |
| Palm Vista | | | | | | | | |
| | | | | | | | | |
| | **Total 31-8:** | | | **$ -** | | | | |
| | | | | | | | | |
| | **CA16-P031-501-18 Total:** | | | **$ 1,469,215.00** | | | | |

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

**Part II: Supporting Pages**

| **PHA Name:** Oxnard Housing Authority | **Grant Type and Number** Capital Fund Program Grant No: **CA16-P031-501-18** CFFP (Yes/ No): Replacement Housing Factor Grant No: | **Federal FFY of Grant:** 2018 |
|---|---|---|

| Development Number Name/PHA-Wide Activities | General Description of Major Work Categories | Development Account No. | Quantity | Total Estimated Cost | | Total Actual Cost | | Status of Work |
|---|---|---|---|---|---|---|---|---|
| | | | | Original | Revised[1] | Funds Obligated [2] | Funds Expended [2] | |
| | CFFP Bond | | | 5,745,000 | | | | |
| | Total CFFP Bond: | | | 5,745,000 | | | | |
| | Usage | | | | | | | |
| | CFFP Underwriters Discount | | | 86,175 | | | | |
| | CFFP Issuance Cost | | | 52,428 | | | | |
| | CFFP Debt Service Reserve | | | 456,138 | | | | |
| | CFFP Capitalization Interest | | | 130,693 | | | | |
| | CFFP Project Construction | | | 5,016,663 | | | | |
| | CFFP Rounding Amount | | | 2,903 | | | | |
| | Total CFFP Usage: | | | 5,745,000 | | | | |
| | | | | | | | | |
| | CFFP Project Construction Usage | | | | | | | |
| | Details | | | | | | | |
| | CFFP Administration 31-0 | | | 362,743 | | | | |
| | CFFP Vacancy Cost 31-0 | | | 68,014 | | | | |
| | CFFP Maintenance Cost 31-0 | | | 27,205 | | | | |
| | CFFP Contingency 31-0 | | | 158,701 | | | | |
| | Total 31-0: | | | 616,663 | | | | |
| | | | | | | | | |
| | CFFP Construction Cost 31-3 | | | 3,000,000 | | | | |
| | Total 31-3: | | | 3,000,000 | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | CFFP Construction Cost 31-4 | | | 1,400,000 | | | | |
| | Total 31-4: | | | 1,400,000 | | | | |
| | | | | | | | | |
| | CFFP Total Project Construction Cost: | | | 5,016,663 | | | | |

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[2] To be completed for the Performance and Evaluation Report

Page 7of7- Blank

## Capital Fund Program Five-Year Action Plan
### Part I: Summary

| PHA Name: Oxnard Housing Authority | | | | [X] Original 5-Year Plan<br>[ ] Revision no: | |
|---|---|---|---|---|---|
| Development Number/Name/HA-Wide | Year 1<br>2018 | Work Statement for Year 2<br>FFY Grant: 2019<br>PHA FY: 2020 | Work Statement for Year 3<br>FFY Grant: 2020<br>PHA FY: 2021 | Work Statement for Year 4<br>FFY Grant: 2021<br>PHA FY: 2022 | Work Statement for Year 5<br>FFY Grant: 2022<br>PHA FY: 2023 |
| | Annual Statement | | | | |
| CAL 31-0 OHA-Wide | | $ 960,093.75 | $ 977,790.00 | $ 959,272.50 | $ 979,380.00 |
| OHA Wide Security System | | $ 15,000.00 | | $ - | $ - |
| CAL 31-1 The Courts | | | | | |
| CAL 31-2 Felicia Court | | $ - | $ - | $ 95,775.00 | $ 378,950.00 |
| CAL 31-3 Colonia Road | | | $ - | $ - | $ - |
| CAL 31-4 Pleasant Valley | | $ - | $ - | $ - | $ 95,550.00 |
| CAL 31-5 Plaza Vista | | $ 10,000.00 | $ 59,640.00 | $ 50,000.00 | $ 600.00 |
| CAL 31-7 Scattered Sites | | $ 222,000.00 | $ 189,000.00 | $ - | $ - |
| CAL 31-8 Palm Vista | | $ 300,000.00 | $ 181,776.00 | $ 350,000.00 | $ 600.00 |
| **CFP Funds Listed for 5-year Planning** | | **$ 1,507,093.75** | **$ 1,408,206.00** | **$ 1,455,047.50** | **$ 1,455,080.00** |
| | | | | | |
| Replacement Housing Factor Funds | | | | | |

**Capital Fund Program Five-Year Action Plan**
**Part II: Supporting Pages - Work Activities**

| Activities for Year 1 2018 | Activities for Year: 2 FFY Grant: 2019 PHA FY: 2020 | | | Activities for Year: 3 FFY Grant: 2020 PHA FY: 2021 | | |
|---|---|---|---|---|---|---|
| | **Development Name/Number** | **Major Work Categories** | **Estimated Cost** | **Development Name/Number** | **Major Work Categories** | **Estimated Cost** |
| | OHA Wide | Security System | $ **15,000.00** | OHA Wide | | $ - |
| See | **Felicia Court** | | | **Felicia Court** | | |
| Annual | CAL 31-2 | | | CAL 31-2 | | |
| Statement | | | | | | |
| | **CAL 31-2 Subtotal:** | | | | | |
| | **Colonia Village** | | $ - | **CAL 31-2 Subtotal:** | | $ - |
| | CAL 31-3 | | | **Colonia Village** | | |
| | **CAL 31-3 Subtotal** | | | CAL 31-3 | | |
| | **Pleasant Valley** | | | | | |
| | CAL 31-4 | | | | | |
| | | | $ - | **CAL 31-3 Subtotal** | | $ - |
| | | | | **Pleasant Valley** | | |
| | | | | CAL 31-4 | | |
| | **CAL 31-4 Subtotal** | | | | | |
| | | | | | | |
| | | | $ - | **CAL 31-4 Subtotal:** | | $ - |
| | **Plaza Vista** | | | **Plaza Vista** | | |
| | CAL 31-5 | Plumbing | $ 10,000.00 | CAL 31-5 | Parking Area Concrete | $ 59,640.00 |
| | **CAL 31-5 Subtotal:** | | | | | |
| | | | $ **10,000.00** | **CAL 31-5 Subtotal:** | | $ **59,640.00** |
| | **Scattered Sites** | | | **Scattered Sites** | | |
| | CAL 31-7 | 504 Compliance/ 6 Units | $ 190,000.00 | CAL 31-7 | 504 Compliance/ 5 units | $ 160,000.00 |
| | | A & E Fees | $ 14,000.00 | | A & E Fees | $ 14,000.00 |
| | | Relocation | $ 18,000.00 | | Relocation | $ 15,000.00 |
| | **CAL 31-7 Subtotal:** | | $ **222,000.00** | **CAL 31-7 Subtotal:** | | $ **189,000.00** |
| | | | | | | |
| | **Palm Vista** | Drain Lines | $ 300,000.00 | **Palm Vista** | | |
| | CAL 31-8 | | | CAL 31-8 | Parking Area Concrete | $ 181,776.00 |
| | | | | | | |
| | **CAL 31-8 Subtotal:** | | $ **300,000.00** | **CAL 31-8 Subtotal:** | | $ **181,776.00** |
| | **Total CFP Estimated Cost** | | $ **1,507,093.75** | | | $ **1,408,206.00** |

## Capital Fund Program Five-Year Action Plan
## Part II: Supporting Pages --- Work activities

| Activities for Year: 4<br>FFY Grant: 2021<br>PHA FY: 2022 | | | Activities for Year: 5<br>FFY Grant: 2022<br>PHA FY: 2023 | | |
|---|---|---|---|---|---|
| **Development Name/Number** | **Major Work Categories** | **Estimated Cost** | **Development Name/Number** | **Major Work Categories** | **Estimated Cost** |
| PHA-Wide | Operations | $ 300,000.00 | PHA-Wide | Operations | $ 300,000.00 |
| Cal 31-0 | | | Cal 31-0 | | |
| | | | | | |
| | Management Improvement | $ 12,000.00 | | Management Improvement | $ 12,000.00 |
| | Administration | $ 105,000.00 | | Administration | $ 105,000.00 |
| | A&E Fees | $ 20,000.00 | | A&E Fees | $ 20,000.00 |
| | Advertising | $ 5,000.00 | | Advertising | $ 5,000.00 |
| | Planning Salaries/ Benefits | $ 40,000.00 | | Planning Salaries/ Benefits | $ 40,000.00 |
| | Computer Hardware | $ 20,000.00 | | Audit | $ 20,000.00 |
| | Debt. Service | $ 442,272.50 | | Computer Hardware | $ 20,000.00 |
| | Contingency | $ 15,000.00 | | Debt. Service | $ 442,380.00 |
| | | | | Contingency | $ 15,000.00 |
| Cal 31-0 Subtotal: | | **$ 959,272.50** | Cal 31-0 Subtotal: | | **$ 979,380.00** |
| Total CFP Estimated Cost | | | | | |

## Capital Fund Program Five-Year Action Plan
## Part II: Supporting Pages --- Work activities

| Activities for Year: 4<br>FFY Grant: 2021<br>PHA FY: 2022 | | | Activities for Year: 5<br>FFY Grant: 2022<br>PHA FY: 2023 | | |
|---|---|---|---|---|---|
| **Development Name/Number** | **Major Work Categories** | **Estimated Cost** | **Development Name/Number** | **Major Work Categories** | **Estimated Cost** |
| OHA Wide | | $ - | OHA Wide | | $ - |
| **Felicia Court** | | | **Felicia Court** | | |
| CAL 31-2 | Admin. Bldg Reroofing | $ 95,775.00 | CAL 31-2 | Trash Enclosure | $ 30,000.00 |
| | | | | Fences | $ 94,750.00 |
| | | | | Trash Enclosure Covers | $ 4,200.00 |
| | | | | Windows | $ 250,000.00 |
| | | | **CAL 31-2 Subtotal:** | | **$ 378,950.00** |
| **CAL 31-2 Subtotal:** | | **$ 95,775.00** | **Colonia Village** | | |
| **Colonia Village** | | | CAL 31-3 | | |
| CAL 31-3 | | | | | |
| **CAL 31-3 Subtotal** | | $ - | **CAL 31-3 Subtotal** | | $ - |
| **Pleasant Valley** | | | **Pleasant Valley** | | |
| CAL 31-4 | | | CAL 31-4 | Trash Enclosure | $ 30,000.00 |
| **CAL 31-4 Subtotal:** | | $ - | | Community Ctr. Re-Roofing | $ 19,550.00 |
| **Plaza Vista** | | | | Rehab Recreation Room | $ 46,000.00 |
| CAL 31-5 | Boilers | $ 50,000.00 | | | |
| | | | **CAL 31-4 Subtotal:** | | **$ 95,550.00** |
| **CAL 31-5 Subtotal:** | | **$ 50,000.00** | **Plaza Vista** | | |
| **Scattered Sites** | | | CAL 31-5 | Trash Enclosure Covers | $ 600.00 |
| CAL 31-7 | | | | | |
| | | | **CAL 31-5 Subtotal:** | | **$ 600.00** |
| | | | | | |
| | | | **Scattered Sites** | | |
| **CAL 31-7 Subtotal:** | | $ - | CAL 31-7 | | |
| **Palm Vista** | | | **CAL 31-7 Subtotal:** | | $ - |
| CAL 31-8 | Kitchen Cabinets | $ 300,000.00 | | | |
| | Kitchen New Cleanouts | $ 50,000.00 | **Palm Vista** | | |
| | | | CAL 31-8 | Trash Enclosure Covers | $ 600.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| **CAL 31-8 Subtotal:** | | **$ 350,000.00** | **CAL 31-8 Subtotal:** | | **$ 600.00** |
| **Total CFP Estimated Cost** | | **$ 1,455,047.50** | | | **$ 1,455,080.00** |

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO. ________________

RESOLUTION APPROVING THE FIVE YEAR AND ANNUAL AGENCY PLANS AND THE 2018-2019 CAPITAL FUND ANNUAL STATEMENT AND FIVE-YEAR CAPITAL FUND PLAN AND AUTHORIZING THE HOUSING DIRECTOR TO EXECUTE AND SUBMIT THE PLANS AND CAPITAL FUNDS STATEMENT

WHEREAS, the Housing Authority of the City of Oxnard (OHA) is required by the U.S. Department of Housing and Urban Development (HUD) to develop and adopt a Five-Year Agency Plan, update the same with an Annual Plan (the plan), and submit the fourth year of the Five-Year and Annual Plans for HUD's review and approval in order to be eligible to receive HUD funding utilized for the OHA's operation; and

WHEREAS, The Housing Authority of the City of Oxnard adopted a Five-Year Plan in 2015; and

WHEREAS, on April 3, 2018, the OHA conducted a public hearing on the proposed fourth year of the 2015-2019 Five-year plan and the 2018-2019 Annual Plan update and on the proposed 2018-2019 Capital Fund Annual Statement and fourth year of the Five-Year Capital Fund Plan;

WHEREAS, the OHA wishes to update its plan by adoption of the fourth year of the 2015-2019 Five-Year Plan, the 2018-2019 Annual Plan and the 2018-2019 Capital Fund Annual Statement and fourth year of the Five-Year Capital Fund Plan;

NOW THEREFORE, the Board of Commissioners of the Housing Authority of the City of Oxnard resolves as follows:

1. The Commission hereby approves the fourth year of the 2015-2019 Five-Year Plan, the 2018-2019 Annual Agency Plan and the 2018-2019 Capital Fund Annual Statement and fourth year of the Five-Year Capital Fund Plan, as presented to the Commission on April 3, 2018; and

2. The Commission authorizes and directs the chairman to execute the Department of Housing and Urban Development (HUD) Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures; and

Attachment _______

Page _______ of ____

3. The Commission authorizes the Housing Director to execute and submit all reports and documents required to comply with HUD's policies and procedures regarding the Agency Plan; and

4. The Commission authorizes the Housing Director to accept and expand the funds as indicated in the revised 2018-2019 Capital Fund Annual Statement and fourth year of the Five- Year Capital Fund Plan.

APPROVED AND ADOPTED THIS ______ DAY OF_____________ 2018 BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

______________________________
Tim Flynn, Chairman

Attest:

____________________________________
Michelle Ascencion, Secretary-Designate

Approved as to form:

____________________________________
Stephen M. Fischer, General Counsel

Attachment _______

Page _______ of ____

# Civil Rights Certification
## *(Qualified PHAs)*

**U.S. Department of Housing and Urban Development**
Office of Public and Indian Housing
**OMB Approval No. 2577-0226**
**Expires 02/29/2016**

## Civil Rights Certification

### Annual Certification and Board Resolution

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:*

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

Housing Authority of the City of Oxnard
PHA Name

CA031
PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

| | |
|---|---|
| Name of Authorized Official Arturo Casillas | Title Housing Director |
| Signature | Date |

# Certifications of Compliance with PHA Plans and Related Regulations *(Standard, Troubled, HCV-Only, and High Performer PHAs)*

**U.S. Department of Housing and Urban Development**
Office of Public and Indian Housing
**OMB No. 2577-0226**
**Expires 02/29/2016**

## PHA Certifications of Compliance with the PHA Plan and Related Regulations including Required Civil Rights Certifications

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the___ 5-Year and/or__X_ Annual PHA Plan for the PHA fiscal year beginning ____2018-2019______, hereinafter referred to as" the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
   - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
   - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
   - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
   - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
   - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act**,** the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

| | |
|---|---|
| Housing Authority of the City of Oxnard | CA031 |
| PHA Name | PHA Number/HA Code |

__X__ Annual PHA Plan for Fiscal Year 2018-2019

_____ 5-Year PHA Plan for Fiscal Years 20____ - 20____

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

| Name of Authorized Official | Title |
|---|---|
| Tim Flynn | Chairman |
| Signature | Date |
| | |

**Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan**
***(All PHAs)***

**U. S Department of Housing and Urban Development**
Office of Public and Indian Housing
OMB No. 2577-0226
**Expires 2/29/2016**

# Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan

I, Arturo Casillas, the Housing Director
*Official's Name* *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Housing Authority of the City of Oxnard
*PHA Name*

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of

Impediments (AI) to Fair Housing Choice of the

The City of Oxnard
*Local Jurisdiction Name*

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

The PHA Plan's Missions and Goals are included in the Consolidated Plan to make it consistent. Specifically, the section can be found on AP-60 of the 2018-2019 Annual Action Plan for the Consolidated Plan. In addition, seven percent of the units in the Public Housing stock are 504 compliant accessible. The PHA actively promotes housing choice by referring participants to a variety of neighborhoods and by maintaining the stock of public housing units spread out throughout the city.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

| Name of Authorized Official | Title |
|---|---|
| Arturo Casillas | Housing Director |
| Signature | Date |
| | |

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| CITY COUNCIL<br>AGENDA REPORT | TYPE OF ITEM: Public Hearing<br>AGENDA ITEM NO.: 2 |
|---|---|

**DATE:** March 20, 2018

**TO:** City Council

**THROUGH:** Scott Whitney
Interim City Manager

**FROM:** Ashley Golden
Development Services Director

**SUBJECT:** Appeal of Planning Commission Approval of Planning & Zoning Permit No. 17-540-01 (Special Use Permit) and Approval of Planning & Zoning Permit No. 17-300-01 (Tentative Parcel Map) (10/5/5)

**CONTACT:** Ashley Golden, Development Services Director
Ashley.Golden@oxnard.org, 385-7882

**RECOMMENDATION:**

That City Council:

1. Adopt a resolution upholding the Planning Commission's approval of Planning and Zoning Permit No. 17-540-01 (Special Use Permit for a Planned Development Permit), subject to certain findings and conditions set forth in Planning Commission Resolution No. 2018-05.

2. Adopt a resolution approving Planning and Zoning Permit No. 17-300-01 (Tentative Parcel Map), subject to certain findings and conditions set forth in Planning Commission Resolution No. 2018-06.

**BACKGROUND**

On February 9, 2017, the applicant submitted an application for approval of a Special Use Permit (SUP) to construct an 11,500 sq. ft. commercial building to be used as a dialysis clinic on a portion of the 1.79 acre parcel located at 1601 Raiders Way. An application for a Tentative Parcel Map (Parcel Map) was also filed to subdivide the 1.79 acre parcel into two parcels. The 1.79-acre parcel is currently developed with a church operated by New Progressive Christian

Missionary Baptist Church. With approval of the Parcel Map, two parcels will be created: a 1.13 acre parcel to be utilized for New Progressive Christian Missionary Baptist Church and a .66 acre parcel (currently vacant) to be utilized for a dialysis clinic to be operated by DaVita Dialysis Center.

On January 18, 2018, the Planning Commission voted 7:0 to approve issuance of the SUP and recommend City Council approval of the Parcel Map to subdivide the property to create a parcel upon which the dialysis clinic will be constructed. No members of the public attended the meeting to speak in support or opposition to the SUP and Parcel Map. The project was found to be in compliance with all General Commercial development code standards and requirements and the Parcel Map is in compliance with all City and state subdivision map act requirements. Through an approved parking study, the parking for the medical office building will be shared with the existing New Progressive Christian Missionary Baptist Church site. Operation of the two uses, on the collective 1.79 acre site, generally operate on different days of the week; however, when both uses operate on the same day, the uses have different peak hours (see Attachments 2 and 3, Planning Commission Jan. 18, 2018 staff report and resolution of approval, respectively). The City traffic engineer accepted a project parking study to justify a reduced parking requirement for the clinic.

Pursuant to Section 16-545 of the Oxnard City Code, on February 5, 2018, Planning Division staff filed an application for an appeal of the SUP and Parcel Map. The SUP was appealed to allow for the City Council's coordinated and comprehensive review of the Parcel Map and to provide the City Council with an efficient review since the project involves two entitlement applications.

**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.

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.

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.

Goal 3. Enhance business retention and attraction.
Objective 3a. Implement an economic development plan for attracting and retaining business.

**FINANCIAL IMPACT**

There is no estimated financial impact to the current FY 2017-2018 budget. The project will be subject to payment of applicable development and impacts fees and development will contribute to future property tax revenues.

<INSERT BODY HERE>

**ATTACHMENTS:**

Attachment 1 - PC Staff Report Jan. 18, 2018

Attachment 2 - Tentative Parcel Map

Attachment 3 - PC 2018-05_SUP-PD

Attachment 4 - PC 2018-06_TPM

Attachment 5 - CC Reso_SUP-PD

Attachment 6 - CC Reso_TPM

CITY OF OXNARD CALIFORNIA

# PLANNING COMMISSION
# STAFF REPORT

**TO:** Planning Commission

**FROM:** Juan Martinez, Associate Planner

**DATE:** January 18, 2018

**SUBJECT:** Planning and Zoning Permit Nos. 17-540-01 (Special Use Permit for Planned Development Permit) and 17-300-01 (Tentative Parcel Map), Medical Office Building, 1601 Raiders Way (APN 221-0-232-525).

1) **Recommendation:** That the Planning Commission:
   a) Adopt a resolution approving Planning and Zoning Permit No. 17-540-01 (Special Use Permit for a Planned Development Permit), subject to certain findings and conditions.

   b) Adopt a resolution recommending approval of Planning and Zoning Permit No. 17-300-01 (Tentative Parcel Map), subject to certain findings and conditions.

2) **Project Description and Applicant:** A request to subdivide a partially developed 1.79-acre parcel and construct an 11,500 square foot, single story medical office building with related site improvements on a vacant portion (0.66-acres) of this parcel. Shared access and parking for the medical office building will be integrated with the existing New Progressive Christian Missionary Baptist Church site (1.13-acres). The site is zoned General Commercial Planned Development (C2-PD) and is located at 1601 Raiders Way. For the purposes of this Staff Report, the foregoing project description shall be referred to as the "**Project**." Filed by Tom Davies, Cardiff Realty Holdings, Inc., on behalf of New Progressive Christian Missionary Baptist Church, 2660 Townsgate Road, Suite 800 Westlake Village, CA 91361 (the "**Applicant**").

3) **Existing & Surrounding Land Uses:** The 0.66-acre site is located within the College Estates Neighborhood. Existing improvement on the vacant site consist of a block wall and landscaping on the northerly side of the project, along Cota Circle; and perimeter wrought iron fencing along the east side and along Raiders Way. Landscaping, trees and irrigation along Raiders Way was installed with the original construction of the adjacent church building.

   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 | General Commercial Planned Development (C2-PD) | Commercial General (C-G) | Vacant/New Progressive Church |
| North | General Commercial Planned Development (C2-PD) | Commercial General (C-G) | Fresh & Easy Shopping Center |
| South | Community Reserve (CR) | School SCH) | Channel Islands High School |
| East | Multiple-Family Planned Development (R2-PD) | Park (Park) | College Park |
| West | Multiple-Family Planned Development (R2-PD) | Residential Low (RL) | Single Family Homes (College Estates Neighborhood) |

4) **Background Information:** In October of 2008, the Planning Commission approved Special Use Permit No. 07-500-19, and permitted the construction of a 5,756 square foot church on the 1.79 -acre parcel. The remaining .66-acre portion was conditioned to be seeded with a wildflower mix so that the vacant area adjacent to the church would not be overgrown with weeds. This parcel was not required for any of the church's required open space. It was acknowledged at that time that the church was developed that the remaining .66-acre parcel would be developed in the future. Existing site improvements include fencing, walls, and perimeter improvements consisting of landscaping to minimize visual impacts to adjacent properties.

On February 9, 2017, the Applicant submitted land use applications for the subject Planned Development Permit and the Tentative Parcel Map, respectively, to subdivide a partially developed 1.79-acre parcel and construct an 11,500 square foot, single story medical office building with related site improvements.

5) **Environmental Determination:** In accordance with Section 15332, Class 32 of the State California Environmental Quality Act (CEQA) Guidelines, projects involving "in-fill development" may be found to be exempt from the requirements of the California Environmental Quality Act (CEQA). This proposed Project meets the requirements of a Class 32 categorical exemption because it: (i) is consistent with the City of Oxnard 2030 General Plan designation and all applicable General Plan policies for the reasons set forth below; (ii) occurs within the City limits on a site of no more than five acres; (iii) is located on site with no value as habitat for endangered, rare or threatened species; (iv) would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) would be adequately served by all required utilities and public services. Therefore, staff has determined that there is no substantial evidence that the project will have a significant effect on the environment and recommends that Planning Commission accept the Notice of Exemption (see Attachment B).

## 6) Analysis:

a) **General Discussion:** The proposed 11,500 square foot building will accommodate a 24 station DaVita Dialysis Center. The dialysis center proposes to operate between the hour of 7A.M. and 5P.M. Monday through Saturday. Hours vary by clinic; however, during the patient build up time, the new facility will usually operate Monday, Wednesday, and Friday within the first two years and then add Tuesday/Thursday and Saturday shifts to accommodate patient demand needs. The facility anticipates to operate up to two shifts with up to 14 employees per shift.

There are approximately eight facilities within the City that offer dialysis services to local residents and DaVita currently operates out of two facilities within the City of Oxnard; these facilities are located at 3541 West Fifth Street (DaVita Channel Islands Dialysis and at 1900 Outlet Center Drive (DaVita Oxnard Dialysis).

b) ***General Plan Consistency:*** The 2030 General Plan Land use Designation for the subject property is Commercial General (CG). This land use designation allows retail centers and free standing commercial uses along arterials that may also include office, residential uses up to 18 dwelling units per acre, live/work, and mixed uses.

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-3.1<br>CD-4.1 | I | Neighborhood Preservation<br>Mitigate Land Use Conflicts | -The project's layout, architectural design, and low impact medial office use will protect existing residential neighborhood from the encroachment of incompatible activities and land uses. |
| CD-3.2<br>CD-15.1 | | - Encourage Planned Development Code Provisions for Revitalization<br>- Quality of Life | -The application proposes new development for review and consideration within a small infill site. Development offers improvements, revitalization, and other |

| | | | |
|---|---|---|---|
| | | | neighborhood revitalization and quality of life opportunities. |
| CD-18.1 | | Attract New Business | -Small medical office building will be compatible with the community's setting and will not be detrimental to the established community character. |
| CD-18.2 | | Small Business | -The Project will offer an existing dialysis center to expand and offer added job opportunities to persons within the community.<br><br>-As such, the proposed Project is consistent with General Policy Nos. CD-3.1; CD-4.1; CD-3.2; CD-15.1; CD-18.1; and CD-18.2 |
| CD2.1 | II | Zoning and General Plan Consistency | The General Commercial (C-2) zoning designation is consistent with the 2030 General Plan designation of Commercial General (CG). Therefore, the proposed project is consistent with General Plan Policy CD2.1. |
| CD-3.4<br>CD-4.4<br>CD-4.4 | | -Neighborhood Quality of life<br>-Commercial Area Aesthetics<br>-Commercial Signage | -Site development and infrastructural improvements will enhance community appearance and incorporate accessibility (ADA) parking and path of travel and other safety upgrades and design standards. Sign restrictions will apply to and not detract from the quality of the surrounding neighborhood. |
| CD-5.2 | II | Compatible Land Use | -The PD will restrict commercial uses to retail commercial and uses that do not conflict with surrounded land uses. |
| CD-14.1<br>CD-14.2<br>CD-14.3<br>ICS-8.5<br>ICS-8.6 | | -Design Review Process<br>-Development Advisory Committee Functions (DAC)<br>-Quality of Design<br>-Public Sidewalk and Pedestrian Orientation<br>-American with Disability Act (ADA) Handicap Requirements | - For all the reasons stated above, the project is designed to meet the following General Pan Policies at a Phase II: CD-3.4; CD-4.2; CD-4.4; CD-5.2; CD-14.1; CD-14.2; CD-14.3; ICS-8.5; and ICS-8.6. |
| All others | III | All policies not listed above | Assumed consistent |

**c)** ***Conformance with Zoning Development Standards:*** The proposed Project is located in the Commercial General (C-2) zone district. City Code Section 16-136(A)(1) allows medical office uses permitted in the Commercial Office (C-O) zone. With approval of the

Planned Development request, the proposed project would be consistent with the applicable development standards as shown in the following table.

| DEVELOPMENT STANDARD | REQUIREMENT | PROPOSED | COMPLIES ? |
|---|---|---|---|
| Max. building height<br>16-137 | 2 stories or 35 feet. Additional stories may be permitted as part of an SUP (16-530—16-553 | 29-feet, 7-inches | YES |
| Front yard setback*<br>16-139 | 10 feet from property line; 30 feet when abutting designated scenic corridors, per CD-9.4 of the 2030 General Plan. | 12-feet | YES |
| Side yard setback*<br>16-140 | 5 feet.<br>Zero when abuts another C-2 zoned lot. | 43-Feet (West Site)<br>7-1"Feet (East Site) | YES |
| Rear yard setback*<br>16-141 | None if =<16 feet in height;<br>15 feet if >16 feet in height;<br>10 feet if abuts an alley. | 46-feet | YES |
| Parking space sizes & design:<br>• Standard (16-636 & 16-638)<br>• Loading (16-644) | • 9'W x 19'L<br>• 12'W x 40'L x 14'H ; alt size with PC or director approval<br>• 9'W x 19'L | • 9' x 19'<br>• Admin relief requested for loading/ Unloading area<br>• 44 shared parking spaces You need to complete this | YES Seeking Parking Relief for loading/ unloading and number of parking spaces (Parking Study) |
| Parking area Landscape Req. (16-641):<br>• Along streets/alleys<br>• Along interior PLs (for lots with 20 or more spaces)<br>• Parking/vehicle area (16-641)<br>• Landscape fingers (16-641)<br>• Trees (for lots with 20+)<br>• If located adjacent to residential see 16-641 (E) | • Min. 10' wide strip.<br>• Min. 5' wide in parking areas.<br>• Minimum 5% of area, exclusive of any other required landscaped area abutting a street or alley.<br>• 9'W x 20' - every 10 spaces with 2 trees.<br>• Min. 40' O.C. | • 15' to 20' along street side<br>• Min. 5' wide in parking areas<br>• 9'W x 20' landscape 'finger' planters - every 10 spaces | YES |
| Trash enclosures & transformers | To be screened at installation. | Double Bin Provided (7'-4" X 17'-0") | YES |
| Rooftop equipment | May not protrude above height of parapet. | Building design incorporates parapet system | YES |
| Fence (16-310) | • Cannot be located in the FY setback area<br>• No chain link in FY<br>• 8' max height | Existing zone wall along west and north sides of the project site | YES |

| DEVELOPMENT STANDARD | REQUIREMENT | PROPOSED | COMPLIES ? |
|---|---|---|---|
| Lighting 16-320 | Comply with Section 16-320 of the City Code. | Existing light standards shown with new lighting on bldg. walls | YES |

**d)** ***Site Design:*** The proposed 0.66-acre site is located near the intersection of Rose Avenue and Raiders Way. To the north and west is a 50-unit residential gated community (Rose Islands Homes) that was built in the late 90's. A 6-foot tall slump stone wall is located on the westerly property line, which was constructed as part of the residential community boundaries. A 6-foot tall slump stone wall is located along the northerly side of the Project – adjacent to Cota Circle. The wall and the landscaping between the sidewalk and wall were installed as part of the Fresh and Easy Grocery Shopping Center in the late 2000's. There are no vehicular connections from the cul-de-sac to the commercial shopping center or the subject site.

Primary access to the .66-acre site is proposed via a shared private driveway off of Raiders Way. Secondary access will also be accommodated off of S. Rose Avenue (see Attachment C).

The single story medical office structure averages approximately 79-feet wide by 154-feet deep and it will be centrally located with its front entrance facing east towards the church building.

**e)** **Tentative Parcel Map:** The tentative parcel map will subdivide the 1.79-acre site into two parcels to accommodate the construction of the new facility. The proposed parcel will comply with all code requirements. The existing church building and the proposed building include shared services to accommodate vehicular, pedestrian connectivity, cross drainage, and shared utilities that cross property lines. A condition of approval has been imposed on the tentative parcel map requiring a reciprocal access agreement between the two lots.

The proposed development project will connect to existing utilities and infrastructure located along Raiders Way. Existing infrastructure improvements along Raiders way include public sidewalks, parkways and landscaping will be adjusted to accommodate circulation needs and proposed on-site improvements (see Attachment E).

The proposed tentative map was referred to various public utility companies, City departments, and the Development Advisory Committee (DAC) for review. The recommendations received are included as conditions of approval to be implemented during construction of the proposed project.

**f)** ***Circulation and Parking:*** Vehicular access to the site is provided from and existing two-way shared drive aisle along Raiders Way and a single one way drive aisle which provides access to 17 angled parking spaces along the west and north side of the building.

The City's Traffic Engineer has reviewed and accepted the Project specific parking study (October 19, 2017) prepared by Alliance JB. The study evaluated operational days and shared parking demand needs for the proposed DaVita Dialysis Center and the existing New Progress Christian Missionary Baptist Church. In addition, the parking study evaluated the parking requirements of which were granted as part of the Special Use Permit for the existing New Progressive Christian Missionary Baptist Church. The study shows that the church was approved with 35 on-site parking spaces (through approval of administrative relief with support of the parking study). The church peak parking demand is based on seating capacity within the 171 seat auditorium. At maximum capacity, while church services or member receptions, the auditorium will meet the City's parking requirement of one parking stall for every 5 seats.

The parking study sites that based upon the City parking requirements, a total of 58 parking spaces would be required for the 11,500 square foot medical office building (1 space per 200 square foot). Through approval of a parking study, the Planned Development (PD) additive zone allows a 25% reduction in parking through analysis and documentation of a parking study. Based upon the number of parking spaces required, this equates to 15 parking spaces. The parking evaluation conducted site specific observations to evaluate operational parking comparisons with an existing DaVita Dialysis Center in Oxnard. Operational observations were conducted on three weekdays in April 2017 and on Saturday, July 22, 2017. The observations showed that the DaVita Dialysis Center at 3541 West Fifth Street requires 17 parking spaces (7,574 square feet). The parking study documented parking, staffing, and patient service needs to determine parking demand based on typical day to day operations.

The dialysis center proposes to operate between the hour of 7:00 a.m. and 5:00 p.m. Monday through Saturday (no Sunday hours are proposed). The existing New Progressive Christian Missionary Baptist Church operates Sunday from 9:00 – 11:00 a.m.; choir practice typically occurs on Wed. evening from 7:00 – 8:00 p.m. Sunday school services will occur concurrently with Sunday services. Observations of the existing Oxnard dialysis facilities helped to establish site specific operational comparisons for determining parking demand needs. When proportionally compared, staffing, treatment operations, and patient stations, were used to establish anticipated parking demands for the proposed DaVita facility. The traffic study determined that the direct proportional comparison indicated that the peak parking demand for the Raiders Way facility would require 26 parking spaces on weekdays and 20 parking spaces on Saturdays; the facility will not be open on Sundays. The report justifies that the allowable reduction to 44 parking spaces (25% reduction pursuant to Planned Development permit) would be adequate to serve the higher weekday parking demands anticipated for the medical office facility.

By design and hours of operation, the two uses will operate and function cohesively as each parcel will have reciprocal parking, access, and a maintenance agreement to allow the parking to be shared amongst the two properties. Further, peak parking times for the church will occur on Sunday with the dialysis facility is not open. Parking for the Project site is provided in accordance with the following table:

| Use | SQUARE FOOTAGE PROPOSED | PARKING STANDARD | PARKING | | NOTE |
|---|---|---|---|---|---|
| | | | REQUIRED | PROVIDED | |
| Medical Office | 11,500 sf | 1 stall per 200sf of gross floor area | 58.0 | 17 Standard<br>2 Motorcycle | Aministrative Relief of 14 parking stalls pursuant to Section 16-651 and Section 16-271 |
| Church 171 Seats | 5,756 sf | 1 stall per 5 seats within auditorium | 34.0 | 29 Standard<br>5 ADA | |
| | 17,256 | Total: | 92.0 | 51 | |

DaVita Dyalisis Center will share 26 parking spaces located on the church property for a total of 44 parking spaces and the church will maintain 8 parking stalls for their day to day administrative needs.

g) ***Building Design:*** The building is rectangular in shape with the front main entrance facing east towards the adjacent church property. The building's exterior design incorporates architectural design finishes that match and blend with the existing church structure to the east. The single story medical office building incorporates stucco finishes, colors, trim details, and concrete tile roofing materials that not only match and complement the adjacent church building but also the adjacent residential community.

The building's exterior incorporate two main paint colors. The base of the medical office building will be painted a dark brown (Sherwin Williams SW 7032-Warm Stone) with the main stucco color a grayish/tan tone (Sherwin Williams SW 7044-Amazing Gray). The upper cornice detail along the parapet wall and the roof lines a soft white tone (Sherwin Williams SW 6147-Panda White) is used as an accent tone. In addition, the building incorporates storefront window systems along the east, south, and west elevation. The concrete roof tiles will be flat, interlocking with pattern and design to match the adjacent church building. Tile roof is incorporate on two building design features that occur along the south elevation and along the main entrance into the building. The average height of the building will be 21.6 feet to the top of the parapet and two pitched roof elements along the south elevation and main entrance will be 29.7 feet in height.

The adjacent single family community is predominantly two-story in height and the homes are approximately 25 feet in height. The adjacent church building is a single story construction with an average roof height of 30 feet, and a central roof structure that reaches an approximate height of 41 feet.

Architecturally, the building's design is expected to complement and blend in with the two adjacent uses because architecturally the proposed building utilizes and incorporates design features from both adjacent uses. The single story building is expected to be architecturally compatible and its scale and massing.

**h)** ***Signs***: The Project proposes to install a new monument sign on the church property near the corner of Rose Avenue and Raiders Way. The sign will be within an existing landscaped area and the identification sign will be jointly used by the church and DaVita Dialysis Center. Future building signs and the monument sign will be subject to the Oxnard City Code.

**7) Development Advisory Committee:** The Development Advisory Committee (DAC) reviewed this Project on April 26, 2017 and on August 23, 2017. Recommendations of the DAC have been made conditions of approval within the attached resolutions.

**8) Community Workshop and Public Input:** On September 7, 2017, the applicant mailed 604 notices of the Community Workshop meeting to all property owners within the College Estates Neighborhood. The Community Workshop was conducted at 6:00 p.m. Monday, September 18, 2017 and no one from this neighborhood attended the meeting.

**9) Appeal Procedure:** In accordance with Section 16-545 of the City Code, the Planning Commission's action may be appealed to the City Council within 18 days after the decision date. Appeal forms may be obtained from the City Clerk and must be submitted with the appropriate fees before the end of the appeal period.

**Attachments:**

A. Maps (Vicinity, General Plan, Zoning)
B. Notice of Determination
C. Reduced Development Project Plans
D. Shared Parking Study by Alliance JB dated October 19, 2017
E. Reduced Tentative Parcel Map
F. Resolution PZ 17-540-01(Planned Development for Special Use Permit)
G. Resolution PZ 17-300-01 (Tentative Parcel Map)

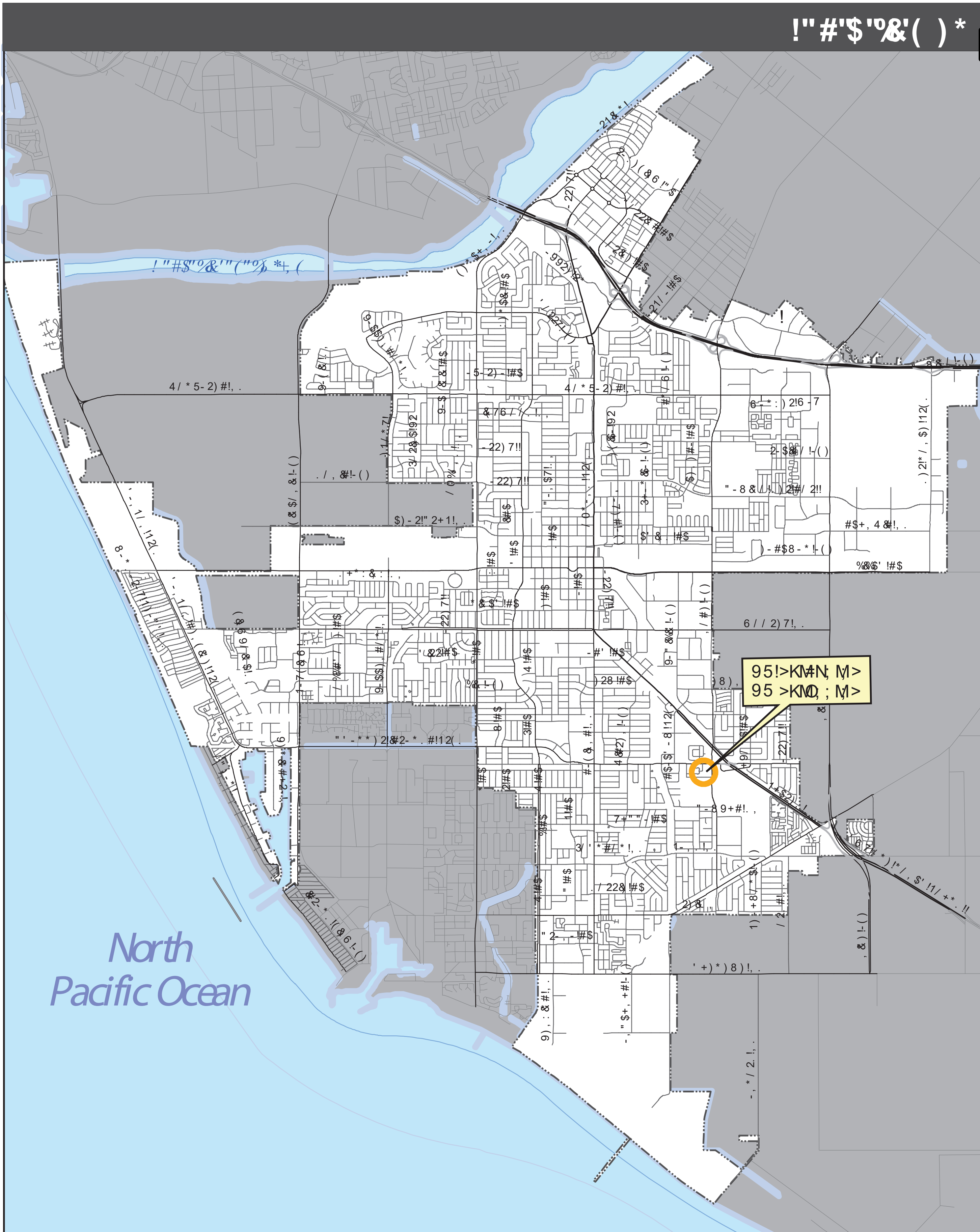
Attachment E,F,G is removed from Staff Report

Prepared by: ________
JM

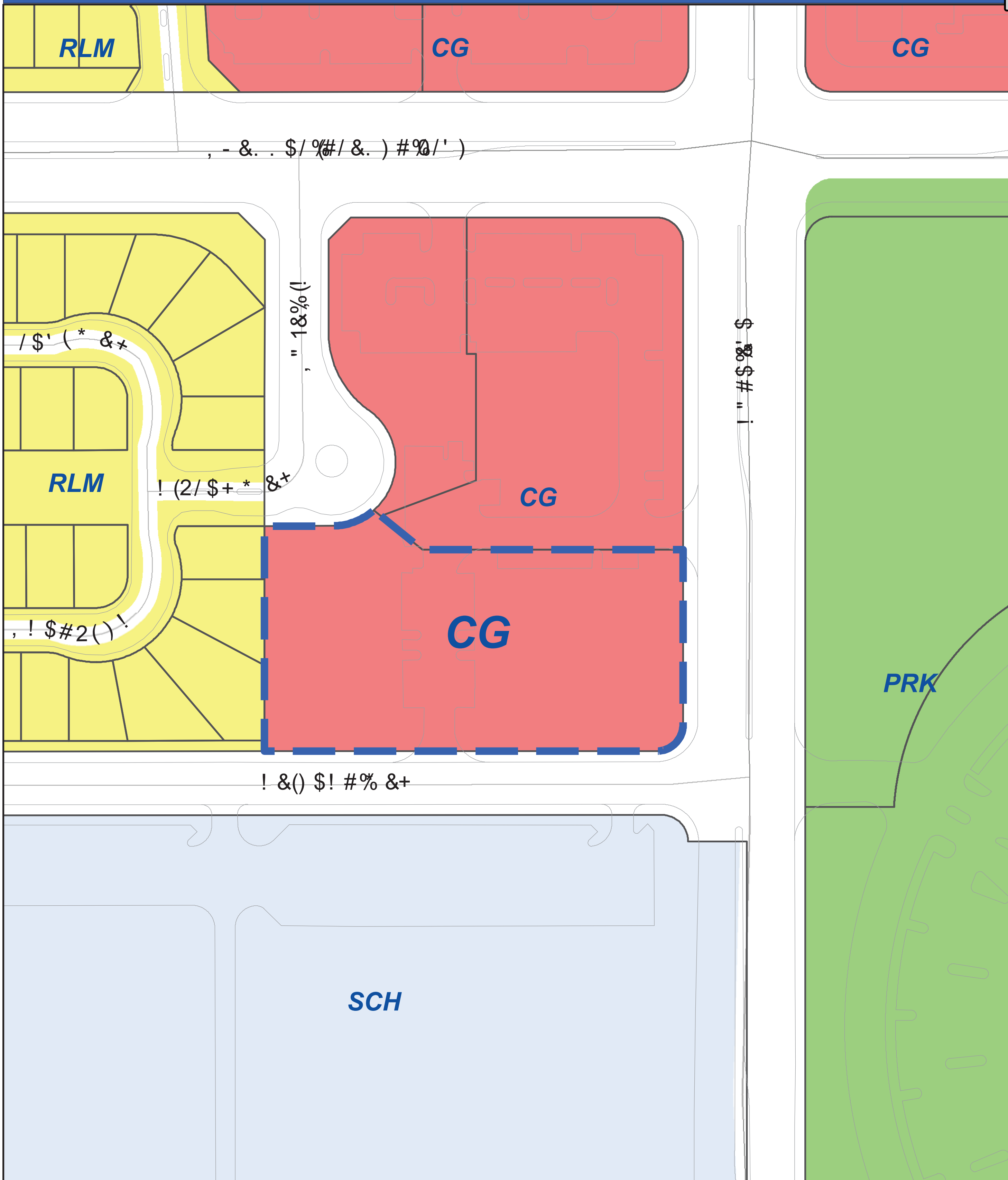
Approved by: _______
KM

# ATTACHMENT A

## MAPS (VICINITY, GENERAL PLAN, ZONING MAP)




OXNARD


RLM
CG
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RLM
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PRK
SCH


April 24, 2017

# ATTACHMENT
# B

## NOTICE OF DETERMINATION

OXNARD PLANNING DIVISION
214 SOUTH C STREET
OXNARD, CALIFORNIA 93030

# NOTICE OF EXEMPTION

***Project Description:***
Planning and Zoning Permit Nos. 17-540-01 (Special Use Permit for Planned Development Permit) and 17-300-01 (Tentative Parcel Map), a request to subdivide a partially developed 1.79-acre parcel and construct an 11,500 square foot, single story medical office building with related site improvements on a vacant portion (0.66-acres) of this parcel. Shared access and parking for the medical office building will be integrated with the existing New Progressive Christian Missionary Baptist Church site (1.13-acres). The site is zoned General Commercial Planned Development (C2-PD) and is located at 1601 Raiders Way. Filed by Tom Davies, Cardiff Realty Holdings, Inc., on behalf of New Progressive Christian Missionary Baptist Church, 2660 Townsgate Road, Suite 800 Westlake Village, CA 91361.

***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 Section 15332, Class 32 of the State California Environmental Quality Act (CEQA) Guidelines, projects involving "in-fill development" may be found to be exempt from the requirements of the California Environmental Quality Act (CEQA). This proposed Project meets the requirements of a Class 32 categorical exemption because it: (i) is consistent with the City of Oxnard 2030 General Plan designation and all applicable General Plan policies for the reasons set forth below; (ii) occurs within the City limits on a site of no more than five acres; (iii) is located on site with no value as habitat for endangered, rare or threatened species; (iv) would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) would be adequately served by all required utilities and public services.

Based on the above exemption and in accordance with CEQA, the Planning Division Manager has determined that there is no substantial evidence that the proposed project may have a significant effect on the environment and that a notice of exemption may be filed.

| | |
|---|---|
| (Date) | Kathleen Mallory, AICP<br>Planning Manager |

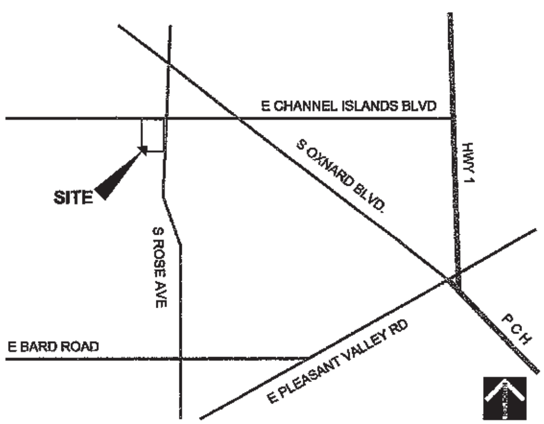
# ATTACHMENT C

## REDUCED DEVELOPMENT PROJECT PLANS

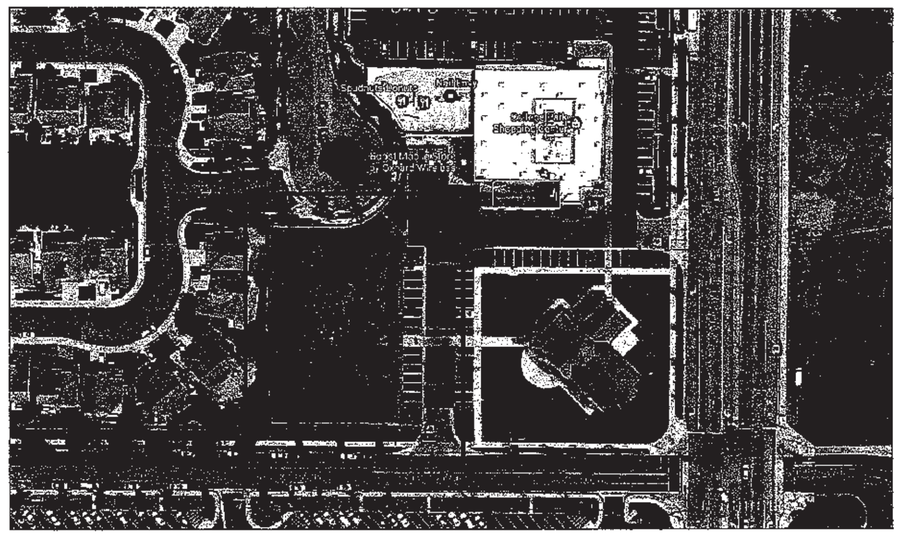
# OXNARD
## MEDICAL OFFICE BUILDING

1601 RAIDERS WAY OXNARD, CA

RECEIVED
OCT 06 2017
PLANNING DIVISION
CITY OF OXNARD




VICINITY MAP



AERIAL OF THE SITE

**SHEET INDEX:**

1- COVER SHEET
2- SITE PLAN
3- BUILDING ELEVATIONS
4- FLOOR PLAN
5- LANDSCAPE PLAN

**SCOPE:**

CONSTRUCTION OF A NEW +/-11,670 SF KIDNEY DIALYSIS CENTER INCLUDING ALL REQUIRED SITE IMPROVEMENT THIS CENTER WILL HAVE 25 TREATMENT STATIONS AND 10-12 EMPLOYEES PER SHIFT.
HOUR OF OPERATION: 7AM TO 7PM MONDAY TO SATURDAY

**OWNER:**

CHURCHYARD DEVELOPMENT II LLC
C/O TOM DAVIES
2660 TOWNSGATE ROAD- SUITE 800
WESTLAKE VILLAGE, CA 91361
805-496-6449

**ARCHITECT:**

PETER MORRIS
TWINSTEPS, LLC
PHONE: 949-285 3199
EMAIL: PETE@TWINSTEPSARCH.COM
LICENSE # C32096

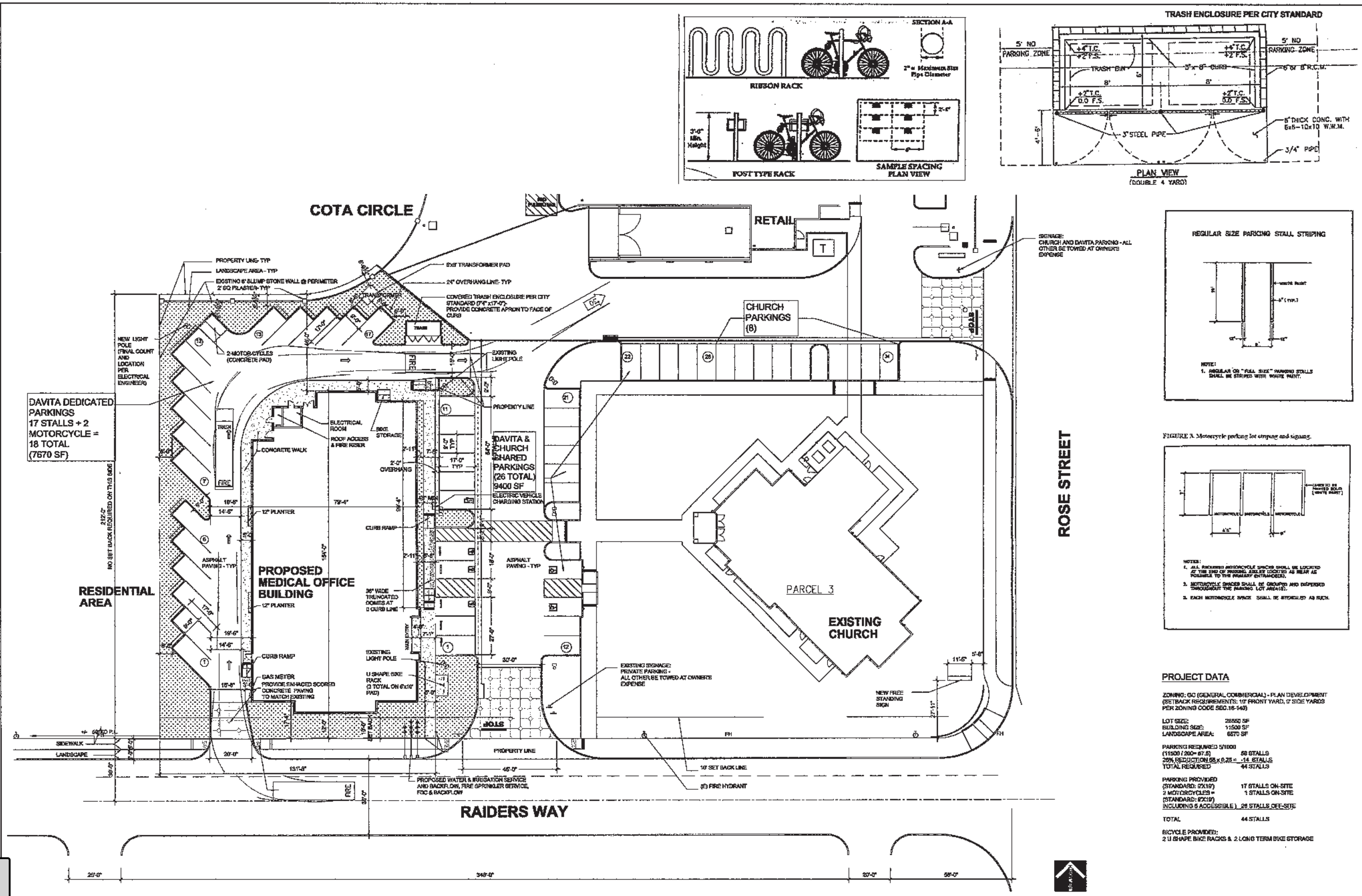
TWINSTEPS architecture

**CHURCHYARD DEVELOPMENT II LLC**
**OXNARD MOB**
1601 RAIDERS WAY, OXNARD CA

COVER SHEET

| | |
|---|---|
| DATE: | 10-5-17 |
| SCALE: | - |
| JOB #: | 16-086 |

SHEET #1



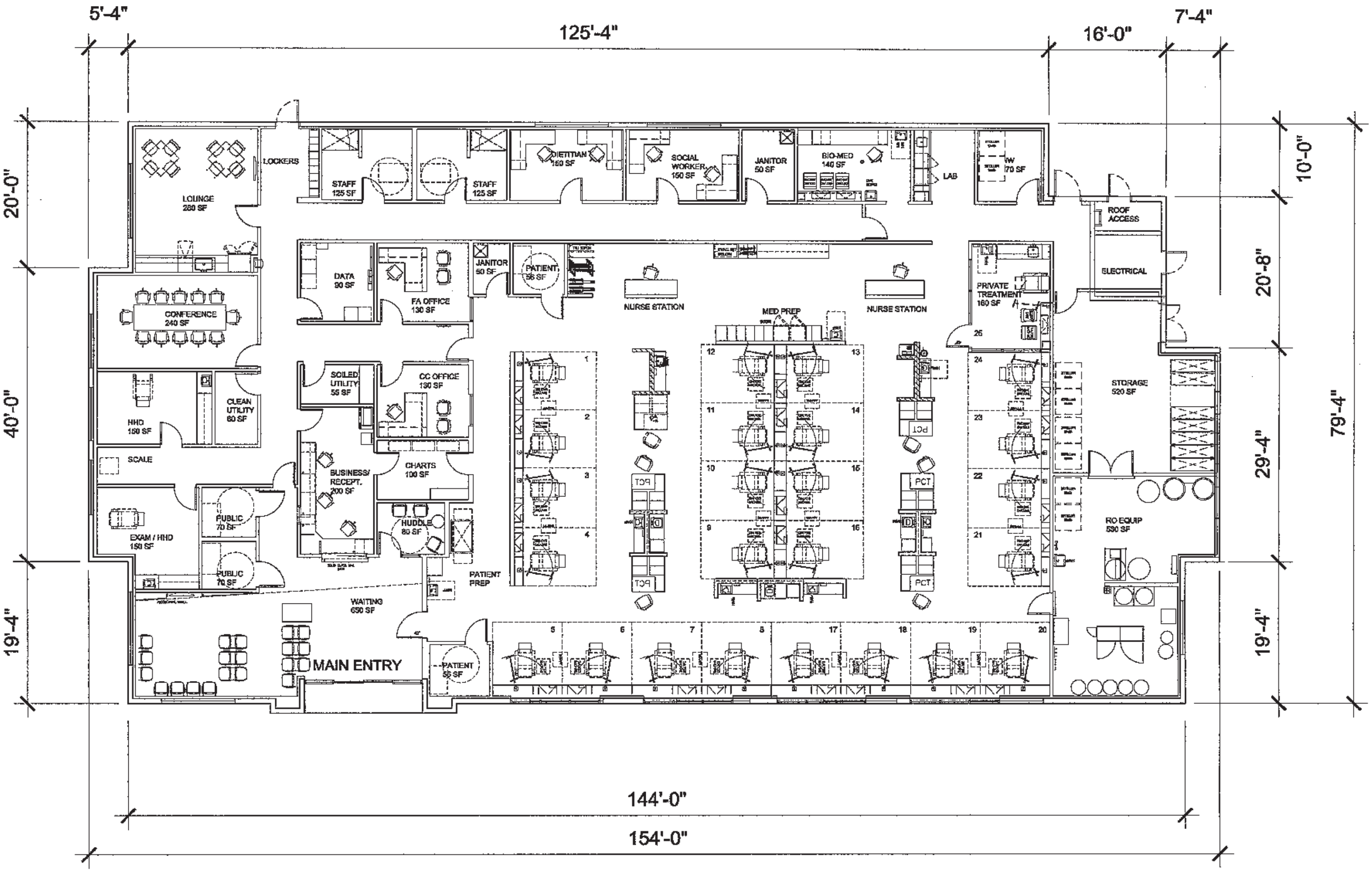

TWINSTEPS architecture

**CHURCHYARD DEVELOPMENT II LLC**
**OXNARD MOB**
1601 RAIDERS WAY, OXNARD CA

SITE PLAN

DATE: 10-5-17
SCALE: 1/16" =1'-0"
JOB #: 16-086

SHEET #2




TWINSTEPS architecture

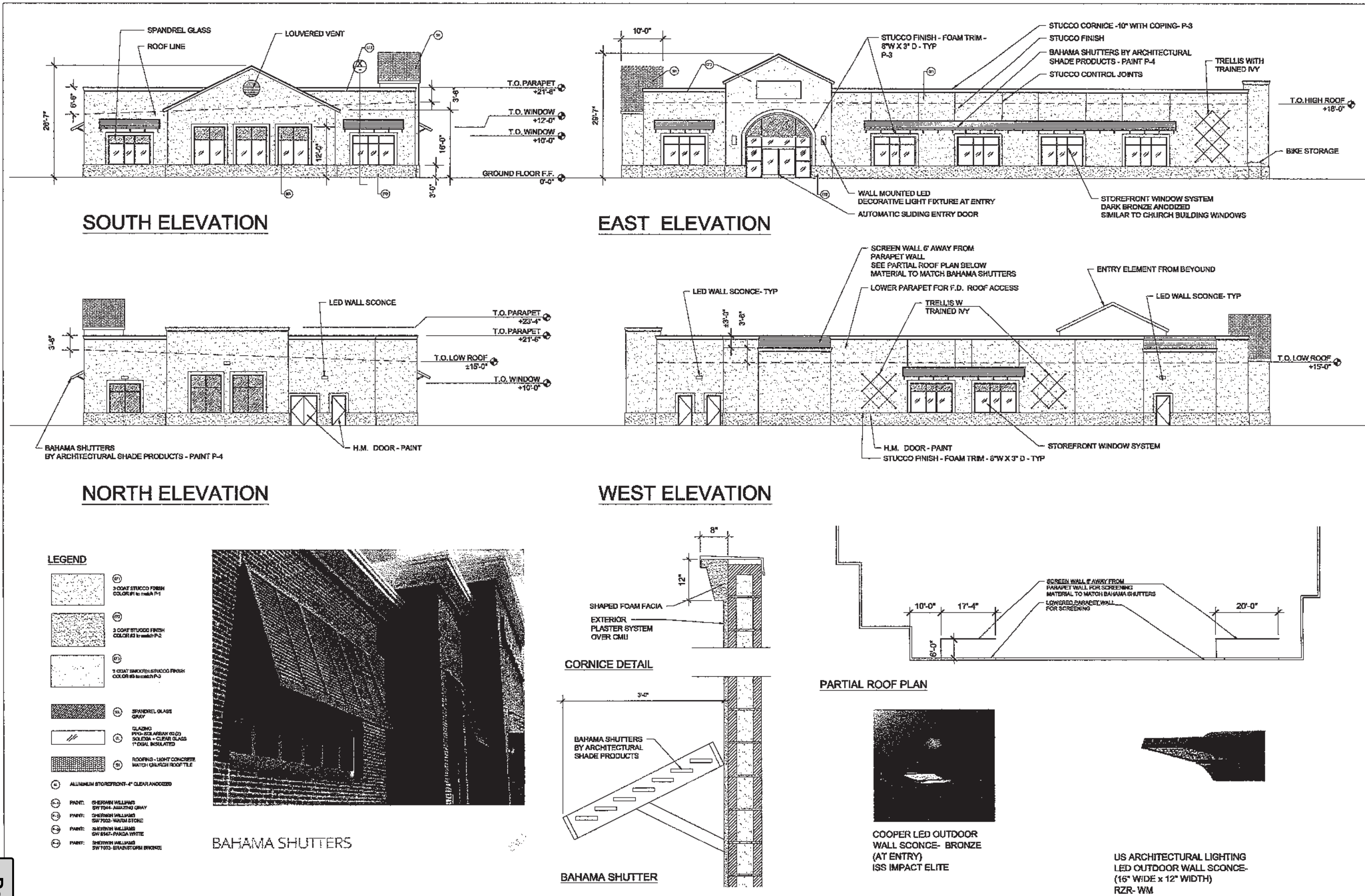
# CHURCHYARD DEVELOPMENT II LLC
## OXNARD MOB

1601 RAIDERS WAY, OXNARD CA

FLOOR PLAN

| | |
|---|---|
| DATE: | 10-5-17 |
| SCALE: | 3/16" =1'-0" |
| JOB #: | 16-086 |

SHEE[T] #3



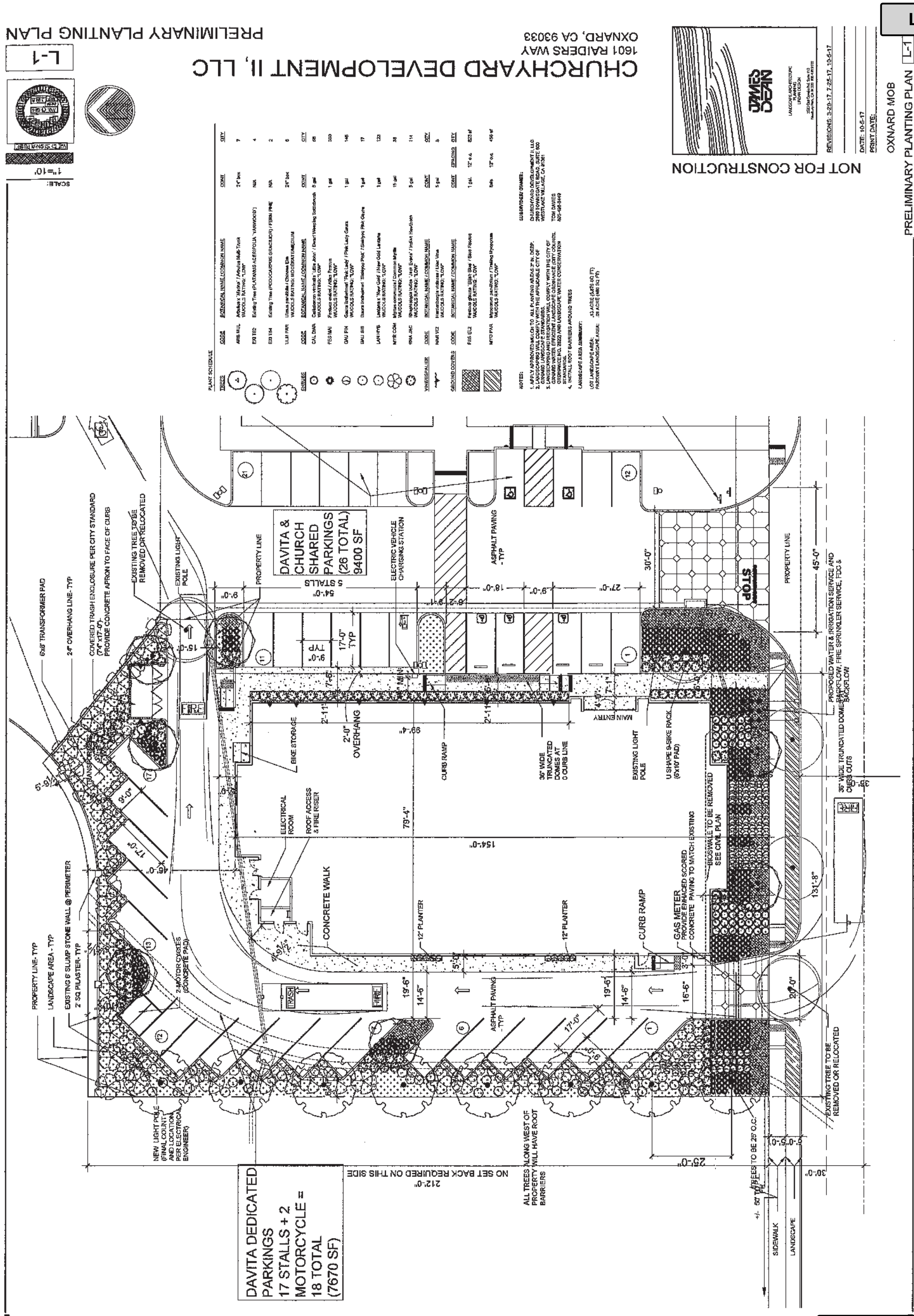

TWINSTEPS architecture

**CHURCHYARD DEVELOPMENT II LLC**
**OXNARD MOB**
1601 RAIDERS WAY, OXNARD CA

EXTERIOR ELEVATIONS

| | |
|---|---|
| DATE: | 10-5-17 |
| SCALE: | 3/32" =1'-0" |
| JOB #: | 16-086 |

SHEET #4


PRELIMINARY PLANTING PLAN
L-1
CHURCHYARD DEVELOPMENT II, LLC
1601 RAIDERS WAY
OXNARD, CA 93033
NOT FOR CONSTRUCTION
OXNARD MOB
PRELIMINARY PLANTING PLAN
L-1
DAVITA & CHURCH SHARED PARKINGS (26 TOTAL) 9400 SF
DAVITA DEDICATED PARKINGS 17 STALLS + 2 MOTORCYCLE = 18 TOTAL (7670 SF)
CONCRETE WALK
CURB RAMP
ASPHALT PAVING - TYP
PROPERTY LINE
STOP
NO SET BACK REQUIRED ON THIS SIDE
154'-0"
212'-0"
SIDEWALK
LANDSCAPE

# ATTACHMENT D

## SHARED PARKING STUDY BY ALLIANCE JB OCTOBER 19, 2017

# Ä330) 4*, $

' 7) --0' Ä 4+Ä 7) 486579) 9054Ä
%3) 4404. Ä 4+Ä# 4. 04,,704. Ä

% - &Ä> GITTCEGÄ2 TKXGÄ
@GPVWTC.Ä1 / Ä' $$%Ä
Ä$) Ä&&' "%( %Ä
YYY# MKCPEG60#EQOÄ

: EVCDGTÄ%! Ä&$%+Ä

8 TFÄ> QOÄ2 CXKGU.Ä8 CPCI KPI Ä8 GODGTÄ
1 JWTEJ[ CTF Ä2 GXGNQROGPVÄ55Ä771 Ä
&**$Ä> QYPUI CVGÄ QCF!Ä= WKVGÄ$$Ä
A GUVNCMGÄ@KNNCI GÄ1 / ÄÄ% *%Ä

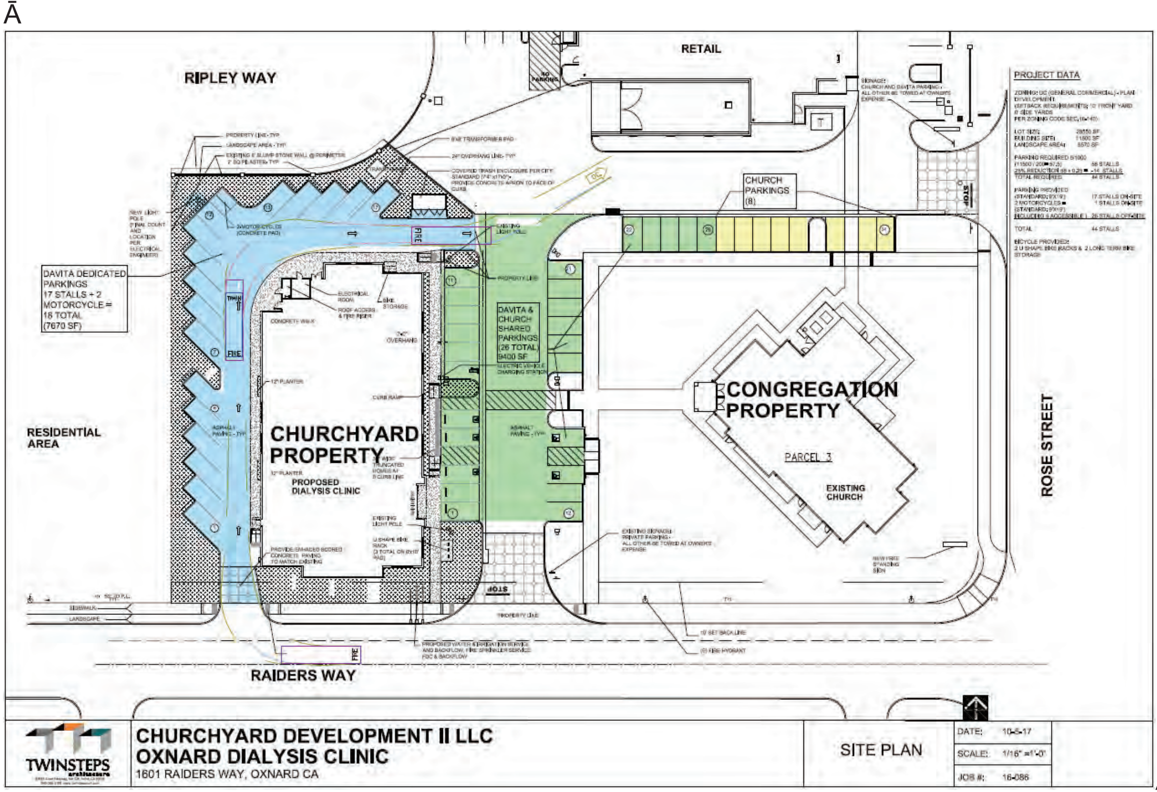
=WDLGEV Ä " ) (09)Ä' 0) 3<80 3Ä , 49, 7Ä&/ ) 7, +Ä%) 7204. Ä#; ) 3 ) 9654Ä

2 GCTÄ8 TÄ2 CXKGU.Ä

/ MKCPEG60 ÄI CUÄEQPFWEVGFÄCÄUJCTGFÄRCTMKPI ÄGXCNWCVKQPÄQÄCUUGUUÄVJGÄRCTMKPI ÄFGOCPFÄHQTÄVJGÄ 2 C@KVCÄ2 KCN[UKUÄ1 GPVGTÄFGXGNQROGPVÄQPÄ CKFGTUÄ C[ ÄCVÄ QUGÄ XGPWGÄKPÄVJGÄ1 KV[ ÄQHÄ ZPCTF#Ä ;C TMKPI ÄFGOCPFÄGUVKOCVKQPÄRTQEGFWTGUÄ GTGÄDCUGFÄQPÄVJGÄRTQRQUGFÄ2 C@KVCÄ2 KCN[UKUÄ1GPVGTÄ QRGTCVKQPÄ8 QPFC[ ÄVJTQWI JÄ= CVWTFC[ !ÄCPFÄVJGÄGZKUVKPI ÄQYÄ;TQI TGUUKXGÄ JTKUVKCPÄ8 KUUKQPCT[ Ä 0 CRVKUVÄ1 JWTEJÄQRGTCVKPI ÄYKVJÄTGI WNCT[ ÄUEJGFWNGFÄEJWTEJÄUGTXKEGUÄQPÄ= WPFC[ !ÄCPFÄYKVJÄ QEECUKQPCNÄYGFFKPI UÄCPFÄTGEGRVKQPUÄQPÄ= CVWTFC[ #ÄÄ CTMKPI ÄGXCNWCVKQPUÄYGTGÄRGTRCTGFÄDCUGFÄQPÄ VJGÄ1KV[ÄQHÄ ZPCTFÄEQPKPI Ä1QFGÄRCTMKPI ÄTGSWKTGOGPVUÄQPFÄKPÄEQPUKFGTCVKQPÄQHÄUKVGÄURGEKHKEÄRCTMKPI Ä GXCNWCVKQPUÄCVÄCPÄGZKUVKPI Ä2 C@KVCÄ2 KCN[UKUÄ1 GPVGTÄCVÄ ) ( %ÄÄ GUÄ4 KNNUÄ= VTGGVÄKPÄVJGÄ1 KV[ ÄQHÄ ZPCTF#Ä

**%751 , * 9Ä&0 , Ä%3) 4Ä**

> JGÄRTQRQUGFÄRTQLGEVÄUKVGÄRNCPÄKUÄUJQYPÄDGNQY#ÄÄ> JGÄGZKUVKPI Ä9 GYÄ TQI TGUUKXGÄ JTKUVKCPÄ 8 KUUKQPCT[ Ä0 CRVKUVÄ1 JWTEJÄKUÄNQECVGFÄQPÄVJGÄ1 QPI TGI CVKQPÄ TQRGTV[ ÄCPFÄYKNNÄUJCTGÄ( ÄQP"UKVGÄ RCTMKPI ÄURCEGUÄCUÄUJQYPÄKPÄ TGGPÄCPFÄ[ GNNQY #ÄÄ> JGÄRTQRQUGFÄ%%) $$ÄUSWCTGÄHGGVÄ&( ÄUVCVKQPÄ2 C@KVCÄ 2 KCN[UKUÄ1 GPVGTÄYKNNÄDGÄNQECVGFÄQPÄVJGÄ1 JWTEJ[ CTFÄ TQRGTV[ ÄYKVJÄ%, ÄQP"UKVGÄRCTMKPI ÄURCEGUÄUJQYPÄ KPÄDNWG !ÄCPFÄYKNNÄUJCTGÄ&ÄCFFKVKQPCNÄ&* ÄRCTMKPI ÄURCEGUÄUJQYPÄKPÄ TGGPÄQPÄVJGÄ1QPI TGI CVKQPÄ TQRGTV[ !ÄHQTÄCÄVQVCNÄQHÄ( ÄRCTMKPI ÄURCEGUÄYJGTGÄ&ÄQHÄVJGOÄCTGÄ%ÄIGJKENGÄ URCEG#ÄÄVJGÄQPI TGI CVKQPÄ TQRGTV[ ÄCPFÄ1 JWTEJ[ CTFÄ TQRGTV[ ÄKUÄQPGÄRCTEGN#ÄÄ1 JWTEJ[ CTFÄ 2 GXGNQROGPVÄ55Ä771 ÄYKNNÄDGÄUGGMKPI ÄCÄGPVCVKXGÄRCTEGNÄOCRÄQÄUWDFKXKFGÄVJGÄRTQRGTV[ ÄNQPI ÄYKVJÄ VJGÄ RGEKHKEÄ NCP #ÄÄ



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**Ā**
?KHĀ3LWWĀRIĀ;[ QDUGĀSDUNLQJĀUHTXLUHP HQWVĀRUĀWKHĀSURSRVHGĀ4 DALWDĀ4 LDOVLVĀ3 HQYLVLRQĀZ RXOGĀEHĀEDVHGĀ RQĀWKHĀP HGLFDOĀRIILFHVĀDQGĀXVHĀFDWHJRU\ĀHYHQĀWKRXJKĀWKHĀSDUNLQJĀUHTXLUHP HQWVĀRUĀ4 LDOVLVĀ 3 HQWHUĀDUHĀP XFKĀOHVVĀWKDQĀWKDWĀRIĀP HGLFDOĀRIILFHV!ĀDQGĀWKHĀ3 LWĀRIĀ;[ QDUGĀSDUNLQJĀUHTXLUHP HQWVĀ IRUĀWKHĀ HZ Ā< URJUHVVLYHĀ3 KULVWLDQĀ9 LVLRQDU\Ā2DSWLVWĀ3 KXUFKĀZ RXOGĀEHĀEDVHGĀRQĀWKHĀFKXUFKHVĀ DQGĀXVHĀFDWHJRU\$Ā?KHVHĀ3 LWĀRIĀ;[ QDUGĀ'RQLQJĀ3 RGHĀSDUNLQJĀUHTXLUHP HQWVĀDUHĀDVĀIROORZV/Ā
Ā

| *Use* | *Requirements* | *Notes* |
|---|---|---|
| 9 HGLFDOĀDQGĀGHQWDOĀRIILFHVĀ DQGĀFOLQLFVĀ | ; QHĀVSDFHĀSHUĀ %%Ā VTXDUHĀIHHWĀRIĀ JURVVĀIORRUĀDUHD$ĀĀ | ĀĀ |
| 3 KXUFKHVĀDQGĀRWKHUĀSODFHVĀ RIĀSXEOLFĀDVVHP EO\"Ā LQFOXGLQJĀFRUULGRULHV"Ā EDQTXHWĀIDFLOLWLHV"ĀDQGĀ FRQYHQWLRQĀIDFLOLWLHVĀ | ; QHĀVSDFHĀSHUĀILYHĀVHDWVĀZ LWKLQĀWKHĀ P DLQĀDXGLWRULXP ĀRUĀRQHĀVSDFHĀSHUĀ( * Ā VTXDUHĀIHHWĀRIĀJURVVĀIORRUĀDUHD$Ā3 KHUHĀ SHZ VĀRUĀEHQFKHVĀDUHĀSURYLGHG"ĀRQHĀ VSDFHĀUHTXLUHGĀIRUĀHYHU\ĀWZ HQW\ĀOLQHDOĀIHHWĀ RIĀSHZ ĀRUĀEHQFK$Ā | ?Z HQW\ĀIRXUĀLQFKHVĀVKDOOĀEHĀ FRQVLGHUHGĀRQHĀVHDWĀZ KHUHĀ SHZ VĀRUĀEHQFKHVĀDUHĀSURYLGHG$ĀĀ 1 QFLOODU\ĀXVHVĀVXFKĀDVĀRIILFHVĀ VKDOOĀEHĀSURYLGHGĀDGGLWLRQDOĀSDUNLQJĀ VSDFHVĀDVĀUHTXLUHG$Ā |

Ā
?KHĀH[LVWLQJĀ HZ Ā< URJUHVVLYHĀ3 KULVWLDQĀ9 LVLRQDU\Ā2DSWLVWĀ3 KXUFKĀZ DVĀGHYHORSHGĀWRĀSURYLGHĀ( * Ā SDUNLQJĀVSDFHVĀSHUĀ3 LWĀRIĀ;[ QDUGĀ> SHFLDOĀ@VHĀ< HUP LWĀDSSURYHGĀRQĀ; FWREHUĀ "Ā %%+ "ĀDQGĀWKHĀ ( * ĀSDUNLQJĀVSDFHVĀ( ) ĀUHTXLUHGĀSDUNLQJĀVSDFHVĀSOXVĀ&ĀDGGLWLRQDOĀSDUNLQJĀVSDFH!ĀZ DVĀEDVHGĀRQĀ WKHĀ> B 3 ĀRIĀ< RVHĀDQGĀ3 KDQQHOĀ0DQGVĀ3 KXUFKĀ<DUNLQJĀ5YDOXDWLRQĀSUHSDUHGĀE\Ā1 OODQĀFH82ĀGDWHGĀ 6HEUXDU\Ā,"Ā %%+ $Ā1 ĀGLUHFWĀDSSOLFDWLRQĀRIĀWKHĀ3 LWĀRIĀ;[ QDUGĀSDUNLQJĀUHTXLUHP HQWĀIRUĀDĀP HGLFDOĀ RIILFHĀEXLOGLQJĀRUĀWKHĀSURSRVHGĀ&"* %%ĀVTXDUHĀIHHWĀ4 DALWDĀ4 LDOVLVĀ3 HQWHUĀLQGLFDWHVĀWKDWĀ-+ Ā SDUNLQJĀVSDFHVĀZ RXOGĀEHĀUHTXLUHG"ĀZ LWKĀDĀQHWĀOLNHO\ĀGHP DQGĀXVHĀRIĀXSĀWRĀ* , ĀLQĀWKHĀ< OHDVHGĀ 4 HYHORSP HQWĀ'RQHĀ&) ĀSDUNLQJĀVSDFHV!ĀZ LWKĀDSSURSULDWHĀVKDULQJĀFRQVLGHUDWLRQV"ĀUHVXOWLQJĀLQĀDĀWRWDOĀRIĀ) Ā SDUNLQJĀVSDFHV$Ā
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**$ , * 3=Ā', ;4371Ā( :>3;/ 6 / 7=<Ā-, </ . Ā87Ā&-</ ;?, =387<Ā,=Ā "! ÀĀ+/ <=Ā%30=2Ā, =/ / =Ā**
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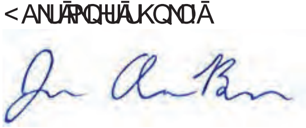
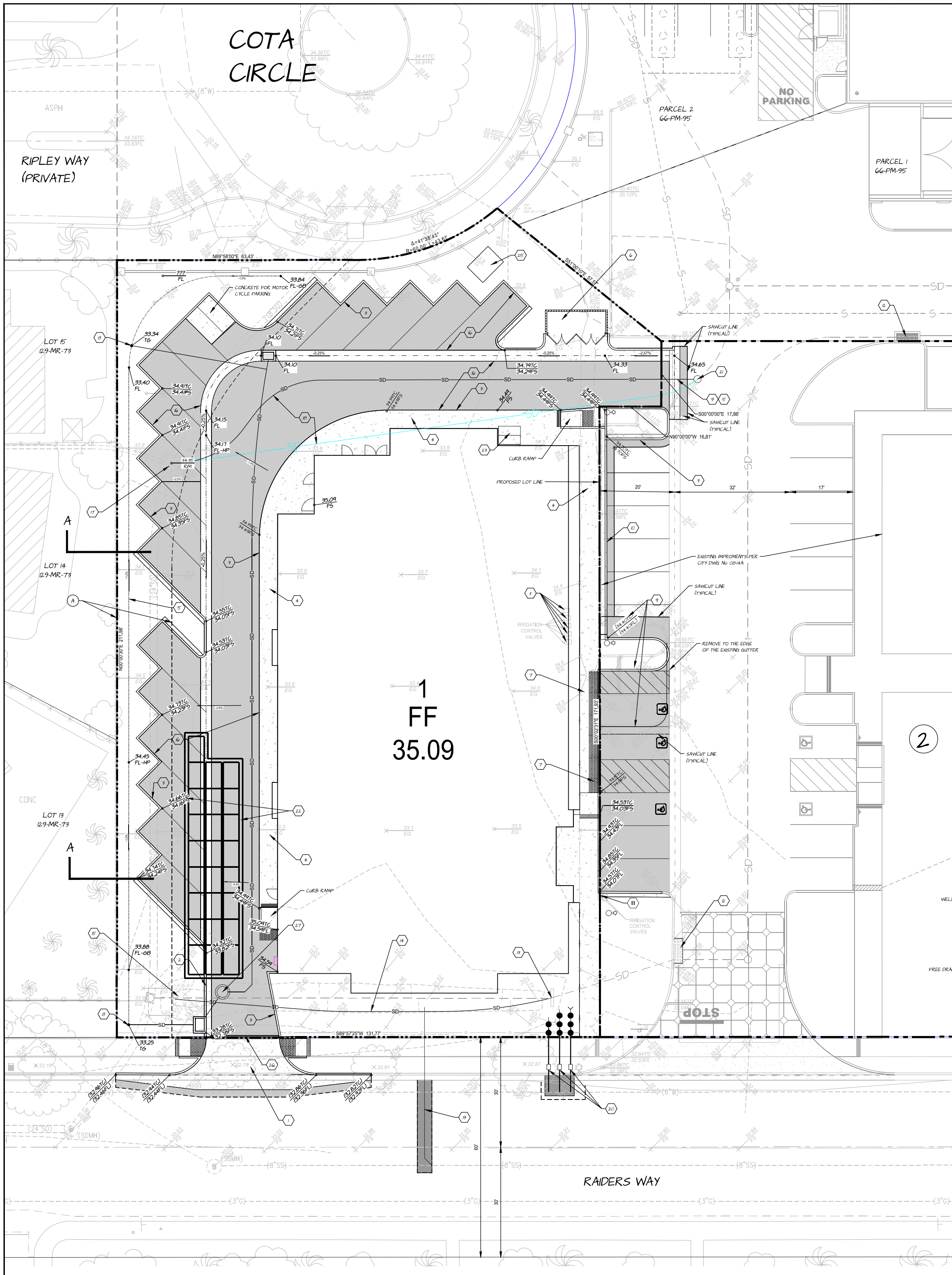
1 ĀVLWHĀVSHFLILFĀSDUNLQJĀHYDOXDWLRQĀZ DVĀFRQGXFWHGĀRUĀWKHĀH[LVWLQJĀ4 DALWDĀ4 LDOVLVĀ3 HQWHUĀDWĀ(* ) &Ā B HVWĀ6 LIWKĀ> WUHHWĀLQĀWKHĀ3 LWĀRIĀ;[ QDUGĀE\ĀFRQGXFWLQJĀSDUNLQJĀREVHUYDWLRQVĀRQĀ1 SULOĀ ) "Ā , ĀDQGĀ - "Ā ' %&, ĀZ HHNGD\V!ĀDQGĀRQĀ3 XOĀ' "Ā %&, Ā> DWXUGD\!$Ā?KLVĀ4 DALWDĀ4 LDOVLVĀ3 HQWHUĀZ DVĀDQĀLGHDOĀ ORFDWLRQĀIRUĀFRQGXFWLQJĀH[LVWLQJĀFRP SDUDEOHĀSDUNLQJĀREVHUYDWLRQVĀEHFDXVHĀWKHĀDGMDFHQWĀRIILFHĀ VXLWHĀZ LWKLQĀWKHĀEXLOGLQJĀKRXVHGĀE\Ā4 DALWDĀZ DVĀXQRFFXSLHGĀGXULQJĀWKHĀSDUNLQJĀREVHUYDWLRQV$Ā
Ā
?KHĀH[LVWLQJĀ4 DALWDĀ4 LDOVLVĀ3 HQWHUĀDWĀ(* ) &ĀB HVWĀ6 LIWKĀ> WUHHWĀLV "* , ) ĀVTXDUHĀIHHWĀZ LWKĀ&+ ĀGLDOVLVĀ VWDWLRQV$Ā?KHĀP D[LP XP ĀREVHUYHGĀSDUNLQJĀGHP DQGĀDWĀWKLVĀORFDWLRQĀLQFOXGHVĀDĀSDUNLQJĀRFFXSDQF\Ā RIĀ&, ĀSDUNLQJĀVSDFHVĀRQĀZ HHNGD\VĀIURP Ā&' /%%Ā< 9 ĀWRĀ, /%%Ā< 9 "ĀDĀSDUNLQJĀRFFXSDQF\ĀRIĀ&(ĀSDUNLQJĀ VSDFHVĀRQĀ> DWXUGD\ĀIURP Ā /%%Ā1 9 ĀWRĀ /%%Ā1 9 "ĀDQGĀDĀSDUNLQJĀRFFXSDQF\ĀRIĀ&%ĀSDUNLQJĀVSDFHVĀRQĀ > DWXUGD\ĀIURP Ā&&/%%Ā1 9 ĀWRĀ&/%%Ā< 9 $Ā
Ā
1 ĀGLUHFWĀSURSRUWLRQDOĀFRP SDULVRQĀRIĀWKLVĀH[LVWLQJĀ "* , ) ĀVTXDUHĀIHHWĀ4 DALWDĀ4 LDOVLVĀ3 HQWHUĀWRĀWKHĀ SURSRVHGĀ&"* %%ĀVTXDUHĀIHHWĀ4 DALWDĀ4 LDOVLVĀ3 HQYLVLRQĀZ RXOGĀLQGLFDWHĀWKDWĀWKHĀ< DLGHUVĀ3 D\Ā4 DALWDĀ 4 LDOVLVĀ3 HQWHUĀZ RXOGĀUHTXLUHĀ+ ĀSDUNLQJĀVSDFHVĀRQĀZ HHNGD\VĀIURP Ā&' /%%Ā< 9 ĀWRĀ, /%%Ā< 9 "Ā %Ā SDUNLQJĀVSDFHVĀRQĀ> DWXUGD\ĀIURP Ā /%%Ā1 9 ĀWRĀ /%%Ā1 9 "ĀDQGĀ&* ĀSDUNLQJĀVSDFHVĀRQĀ> DWXUGD\ĀIURP Ā &&/%%Ā1 9 ĀWRĀ&/%%Ā< 9 $Ā?KHĀ) ĀSDUNLQJĀVSDFHVĀWRĀEHĀSURYLGHGĀDWĀWKHĀVLWHĀZ RXOGĀP RUHĀWKDQĀWKHĀ3 LWĀRIĀ ;[ QDUGĀ'RQLQJĀ3 RGHĀUHTXLUHP HQWĀIRUĀDĀP HGLFDOĀRIILFHĀEXLOGLQJĀZ RXOGĀH[FHHGĀWKHĀSDUNLQJĀ GHP DQGĀRIĀWKHĀSURSRVHGĀ&"* %%ĀVTXDUHĀIHHWĀ4 DALWDĀ4 LDOVLVĀ3 HQWHU$Ā
Ā
**$ , * 3=Ā', ;4371Ā( :>3;/ 6 / 7=<Ā-, </ .Ā87Ā$3,5Ā<3<Ā# 7=/ ;Ā&9/ ;, =387<Ā**
Ā
4 DALWDĀ4 LDOVLVĀ3 HQWHUĀUHSUHVHQWDWLYHVĀZ HUHĀFRQWDFWHGĀWRĀLGHQWLI\ĀSDUNLQJĀUHTXLUHP HQWVĀEDVHGĀRQĀ HP SOR\HHVĀDQGĀSDWLHQWVĀDWĀDĀW\SLFDOĀGLDOVLVĀFHQWHUĀZ LWKĀ ) ĀVWDWLRQV/Ā
Ā
B HHNGD\VĀ?\SLFDOĀZ HHNGD\ĀRSHUDWLRQVĀIRUĀDĀGLDOVLVĀFHQWHUĀZ LWKĀ ) ĀVWDWLRQVĀZ HUHĀUHSRUWHGĀWRĀEHĀ DVĀIROORZV/Ā




REGISTERED PROFESSIONAL ENGINEER
JAMES A. BIEGA
EXP. 12-31-18
NO. 45505
CIVIL
STATE OF CALIFORNIA


REGISTERED PROFESSIONAL ENGINEER
JAMES A. BIEGA
EXP. 9-30-18
NO. 1619
TRAFFIC
STATE OF CALIFORNIA




## CONSTRUCTION NOTES

1. CONSTRUCT COMMERCIAL DRIVEWAY PER CITY OF OXNARD STANDARD PLATE 116, W=18'.
2. CONSTRUCT 6" CURB AND 18" GUTTER TYPE A2-6 PER CITY OF OXNARD STD. PLATE 111.
3. CONSTRUCT 6" CURB ONLY TYPE A1-6 PER CITY OF OXNARD STD. PLATE 111.
4. CONSTRUCT SIDEWALK PER CITY OF OXNARD STD. PLATE 113.
5. GRADED SWALE.
6. CONSTRUCT TRASH ENCLOSURE PER CITY OF OXNARD STD. PLATE 605. TRASH ENCLOSURE TO BE FULLY COVERED. SEE ARCHITECTURAL PLANS FOR DETAILS.
7. CONSTRUCT HANDICAP RAMP PER CITY OF OXNARD STD. PLATE 110 CASE B (TYPE 1). FOR DELIVERIES.
8. INSTALL 8" ATRIUM GRATE CATCH BASIN PER NDS PRODUCTS.
9. SAWCUT AND REMOVE EXISTING AC PAVEMENT, CURB AND SIDEWALK.
10. REMOVE EXISTING 6" CURB ONLY AND REPLACE WITH 6" CURB ONLY PER CITY OF OXNARD PLATE 111. TOP OF CURB FLUSH WITH THE EXISTING PAVEMENT.
11. RELOCATE.
12. RETRO-FIT EXISTING CATCH BASIN WITH "FLOGARD FLAT GRATED INLET", MODEL No. FGP-2436F AS SUPPLIED BY OLD CASTLE STORM WATER SOLUTIONS.
13. REMOVE EXISTING HEADWALL AND JOIN EXISTING 12" HDPE STORM DRAIN PIPE.
14. INSTALL 12" HDPE STORM DRAIN PIPE @ 0.5% MIN.
15. REMOVE EXISTING INLET STRUCTURE AND JOIN OUTLET PIPE WITH PROPOSED 12" HDPE STORM DRAIN.
16. INSTALL 4" OF AC PAVEMENT OVER 6" OF AGG. BASE. STRUCTURAL SECTION TO BE DETERMINE BY SOILS ENGINEERING ANALYSIS.
17. ADJUST EXISTING STORM DRAIN MANHOLE TO NEW GRADE.
18. REMOVE EXISTING 12" HDPE STORM DRAIN PIPE AND REPLACE WITH 12" RCP STORM DRAIN PIPE.
19. SAW CUT EXISTING AC PAVEMENT AND INSTALL SEWER LATERAL PER CITY STANDARD 405. BACKFILL TO BE PER CITY STANDARD No. 602.
20. INSTALL DOMESTIC WATER SERVICE, IRRIGATION SERVICE AND BACKFLOW, FIRE SPRINKLER SERVICE WITH FIRE DEPARTMENT CONNECTION AND BACKFLOW PER CITY STANDARDS.
21. JOIN EXISTING STORM DRAIN AND CONSTRUCT SDMH No. 1 PER CITY STD. DETAIL 513.
22. INFILTRATION BED USING CHAMBERMAXX STRUCTURES AS SUPPLIED BY CONTECH, OR AN APPROVED EQUAL.
23. BICYCLE STORAGE
24. 6" BOLLARD.
25. ELECTRIC TRANSFORMER.
26. FG200 FLOW DRAIN AS SUPPLIED BY ACO. DRAIN TO CATCH BASIN.
27. HYDRODYNAMIC SEPARATOR, MODEL CDS1515-3-C AS SUPPLIED BY CONTECH, OR AN APPROVED EQUAL.

## EASEMENTS & AGREEMENTS

A. STORMDRAIN EASEMENT AS SHOWN ON TRACT NO. 5016 IN BOOK 129, PAGES 73 - 77 OF MAPS.

B. PROPOSED RECIPROCAL PARKING, ACCESS, DRAINAGE AND UTILITY AGREEMENT WILL BE REQUIRED BETWEEN ALL PARCELS.

## NPDES REQUIREMENT KEY

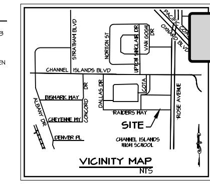
A. ALL TRASH ENCLOSURES TO BE FULLY COVERED.

B. ALL CB'S TO BE MARKED "DO NO DUMP - DRAINS TO OCEAN".

C. CATCH BASINS WILL BE FITTED WITH FILTER INSERTS.

## LEGEND

| | |
|---|---|
| FF | FINISH FLOOR |
| GB | GRADE BREAK |
| TG | TOP OF GRATE |
| TC | TOP OF CURB |
| FS | FINISH SURFACE |
| FL | FLOWLINE |
| | SAWCUT LINE |
| —W— | WATER LINE |
| —S— | SEWER LINE |
| —SD— | STORM DRAIN LINE |
| | CONCRETE |
| | AC PAVEMENT |
| | CATCH BASIN |




VICINITY MAP
NTS

## UTILITIES

| | |
|---|---|
| TELEPHONE | VERIZON CALIFORNIA<br>9800) 483-4000 |
| POWER | SOUTHERN CALIF. EDISON CO.<br>P.O. BOX 4757<br>VENTURA, CA 93004<br>(800) 684-8123 |
| GAS | SOUTHERN CALIF. GAS CO.<br>9400 OAKDALE AVENUE<br>CHATSWORTH, CA 91311-6511<br>(800) 427-2200 |
| CABLE T.V. | SPECTRUM<br>721 MAULHARDT AVENUE<br>OXNARD, CA 93030<br>(805) 485-3888 |
| SEWER | CITY OF OXNARD<br>251 S. HAYES AVE<br>OXNARD, CA 93030<br>(805) 385-8136 |
| WATER | CITY OF OXNARD<br>251 S. HAYES AVE<br>OXNARD, CA 93030<br>(805) 385-8136 |

## OWNER

NEW PROGRESSIVE CHRISTIAN MISSIONARY BAPTIST CHURCH
2225 GLASTONBURY ROAD
WESTLAKE VILLAGE, CA 91361
(805) 496-6449
ATTN: TOM DAVIES

## DEVELOPER

CHURCHYARD DEVELOPMENT II, LLC.
2225 GLASTONBURY ROAD
WESTLAKE VILLAGE, CA 91361
(805) 496-6449
ATTN: TOM DAVIES

## ARCHITECT

TWINSTEPS ARCHITECTURE
15615 ALTON PARKWAY, STE. 125
IRVING, CA 92618
(949) 285-3199
ATTN: ZAHRA KHARRAZI

## EARTHWORK

CUT: 415 CY
FILL: 312 CY
DUE TO SHRINKAGE AND SUBSIDENCE THERE WILL BE 130 CY (COMPACTED IN PLACE) OF IMPORT.

## ZONING

EXISTING: C-2-PD
PROPOSED:

## BENCHMARK

COUNTY OF VENTURA BM NO. 21-246

ELEVATION = 31.913 NGVD 1929

A BRASS DISK SET FLUSH IN THE MIDDLE OF CURVE OF CONCRETE CURB RETURN AT THE SOUTHWEST CORNER OF CHANNEL ISLANDS BOULEVARD AND ALBANY DRIVE

## SITE SUMMARY

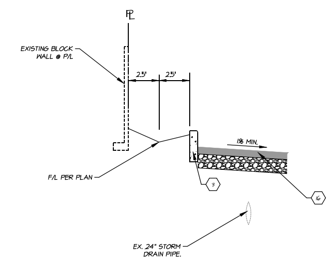
EXISTING USE: VACANT LAND

## SITE AREA

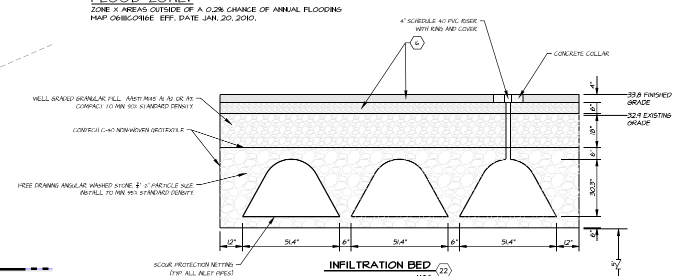
EXISTING GROSS = 77,898 Sq. Ft. = 1.79 ACRES
EXISTING NET = 73,385 Sq. Ft. = 1.68 ACRES
PROPOSED GROSS = 77,898 SQ. FT. = 1.79 ACRES
PROPOSED NET = 73,385 SQ. FT. = 1.68 ACRES

## FLOOD ZONE:

ZONE X AREAS OUTSIDE OF A 0.2% CHANCE OF ANNUAL FLOODING MAP 06111C0916E EFF. DATE JAN. 20, 2010.

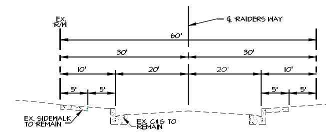



SECTION A
NTS




INFILTRATION BED 22
N.T.S.

EXISTING GROUND UNDER THE INFILTRATION BED SHALL BE PREPARED PER THE SOILS ENGINEER'S REQUIREMENTS TO ALLOW FOR INFILTRATION



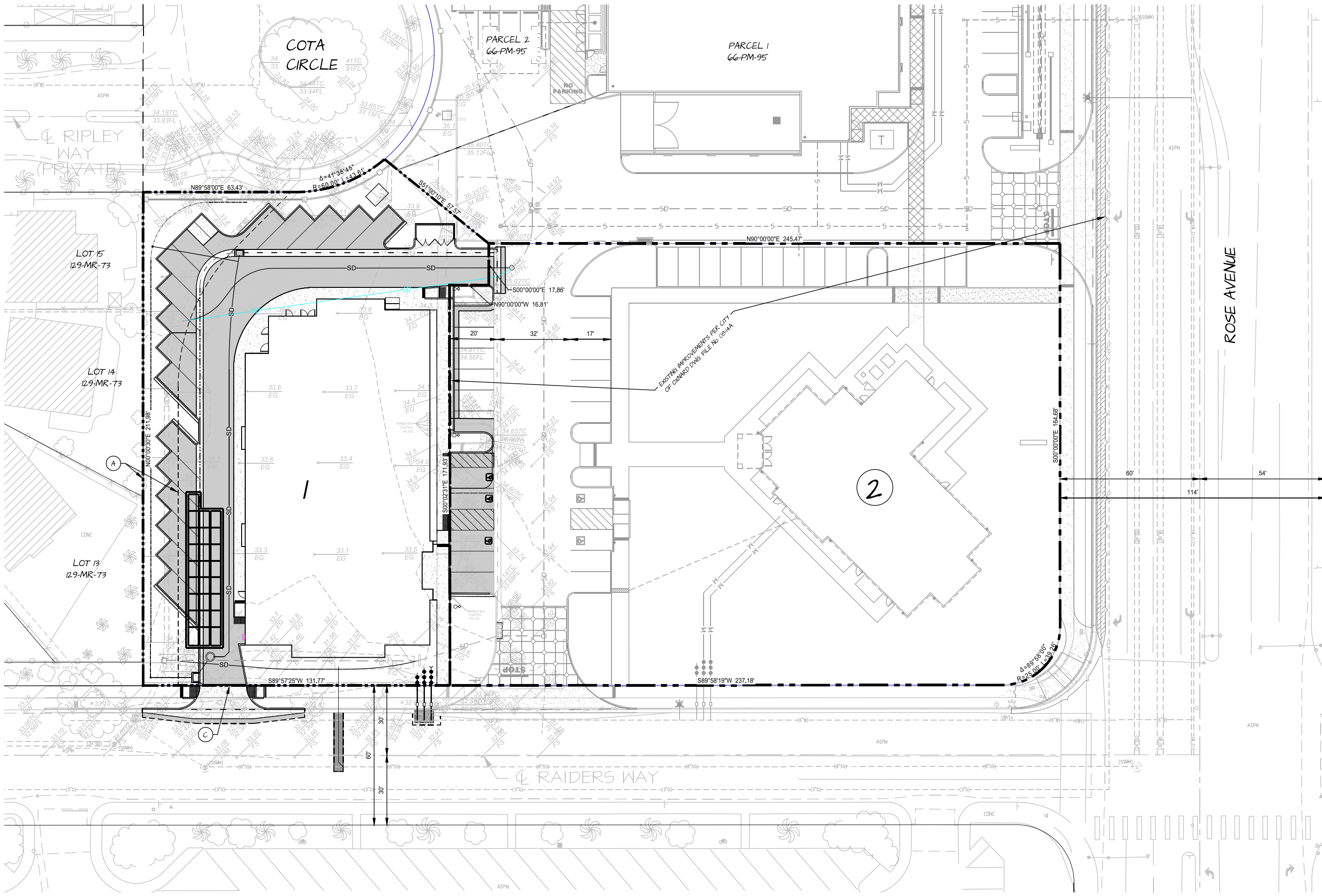

TYPICAL SECTION - RAIDERS WAY
N.T.S.

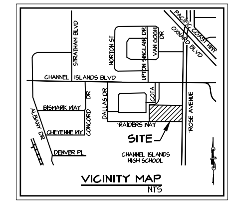
DTR ENGINEERING
Civil Engineering & Surveying
2448 JACARANDA DRIVE, PO BOX 51428, OXNARD CALIFORNIA 93031
(805) 278-0508 - www.dtrengineering.com

1/15/2018
DAVID J. ROSE
RCE 32127
EXP. 12/31/2018
DATE

FEBRUARY 2017

"ENGINE...
TENTATI...
LOT 3 O...
IN THE CITY ...
PER BOOK 66-PM-95.




## UTILITIES

| | |
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| GAS | SOUTHERN CALIF. GAS CO.<br>9400 OAKDALE AVENUE<br>CHATSWORTH, CA 91311-6511<br>(800) 427-2200 |
| CABLE T.V. | SPECTRUM<br>721 MAULHARDT AVENUE<br>OXNARD, CA 93030<br>(805) 485-3888 |
| SEWER | CITY OF OXNARD<br>251 S. HAYES AVE<br>OXNARD, CA 93030<br>(805) 385-8136 |
| WATER | CITY OF OXNARD<br>251 S. HAYES AVE<br>OXNARD, CA 93030<br>(805) 385-8136 |

## EASEMENTS & AGREEMENTS

A STORMDRAIN EASEMENT AS SHOWN ON TRACT NO. 5016 IN BOOK 129, PAGES 73 - 77 OF MAPS.

B PROPOSED RECIPROCAL PARKING, ACCESS, DRAINAGE AND UTILITY AGREEMENT WILL BE REQUIRED BETWEEN ALL PARCELS.

C ABANDONMENT OF ACCESS RIGHTS DENIAL ALONG A PORTION OF RAIDERS WAY AS DEDICATED IN PARCEL MAP 07-300-13.

## NPDES REQUIREMENT KEY

A ALL TRASH ENCLOSURES TO BE FULLY COVERED.

B ALL CB'S TO BE MARKED "DO NO DUMP - DRAINS TO OCEAN".

C CATCH BASINS WILL BE FITTED FILTER INSERTS.

## LEGEND

| | |
|---|---|
| FF | FINISH FLOOR |
| GB | GRADE BREAK |
| TG | TOP OF GRATE |
| TC | TOP OF CURB |
| FS | FINISH SURFACE |
| FL | FLOWLINE |
| | SAWCUT LINE |
| W | WATER LINE |
| S | SEWER LINE |
| SD | STORM DRAIN LINE |
| | CONCRETE |
| | AC PAVEMENT |
| | CATCH BASIN<br>AREA DRAIN |

## OWNER

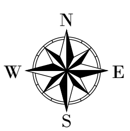
NEW PROGRESSIVE CHRISTIAN MISSIONARY BAPTIST CHURCH
2225 GLASTONBURY ROAD
WESTLAKE VILLAGE, CA 91361
(805) 496-6449
ATTN: TOM DAVIES

## DEVELOPER

CHURCHYARD DEVELOPMENT II, LLC.
2225 GLASTONBURY ROAD
WESTLAKE VILLAGE, CA 91361
(805) 496-6449
ATTN: TOM DAVIES

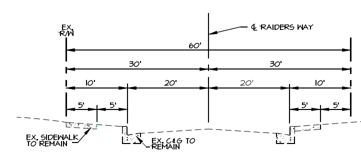
## ARCHITECT

TWINSTEPS ARCHITECTURE
15615 ALTON PARKWAY, STE. 125
IRVING, CA 92618
(949) 285-3199
ATTN: ZAHRA KHARRAZI




AREAS:

| | | | | | |
|---|---|---|---|---|---|
| EXISITNG PARCEL | 77,898 SF | 1.79 AC. | ZONING | CURRENT USE | PROPOSED USE |
| LOT 1 | 28,566 SF | 0.66 AC. | C2-PD | VACANT LAND | MEDICAL BUILDING (11,500 SF) |
| LOT 2 | 49,332 SF | 1.13 AC. | C2-PD | CHURCH | CHURCH (5,756 SF) |




TYPICAL SECTION - RAIDERS WAY
N.T.S.

DTR ENGINEERING
Civil Engineering & Surveying
2448 JACARANDA DRIVE, PO BOX 51428, OXNARD CALIFORNIA 93031
(805) 278-0508 - www.dtrengineering.com

1/15/2018
DAVID J. ROSE DATE
RCE 32127
EXP. 12/31/2018

# TENTATIVE PARCEL MAP

LOT 3 OF PARCEL MAP No. 07-300-13
IN THE CITY OF OXNARD, COUNTY OF VENTYRA
STATE OF CALIFORNIA
PER BOOK 66-PM-95.

FEBRUARY 2017

RESOLUTION NO. 2018-05

A RESOLULTION OF THE PLANNING COMMISSION OF THE CIT OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 17-540-01 (SPECIAL USE PERMIT FOR PLANNED DEVELOPMENT PERMIT) TO ALLOW THE CONSTRUCTION OF AN 11,500 SQUARE FOOT, SINGLE STORY MEDICAL OFFICE BUILDING WITH RELATED SITE IMPROVEMENTS ON A VACANT PORTION (0.66-ACRE) OF LAND ZONED GENERAL COMMERCIAL PLANNED DEVELOPMENT (C2-PD). THE PROJECT SITE IS LOCATED AT 1601 RAIDERS WAY AND THE REQUEST INCLUDES SHARED ACCESS FOR PARKING AND CIRCULATION WITH NEW PROGRESSIVE MISSIONARY BAPTIST CHURCH SITE (1.13-ACRES) LOCATED AT 3001 SOUTH ROSE AVENUE. FILED BY TOM DAVIES, CARDIFF REALTY HOLDINGS, INC., ON BEHALF OF NEW PROGRESSIVE CHRISTIAN MISSIONARY BAPTIST CHURCH, 2660 TOWNSGATE ROAD, SUITE 800 WESTLAKE VILLAGE, CA 91361.

WHEREAS, on February 9, 2017, Tom Davies with Cardiff Realty Holdings, Inc., on behalf of New Progressive Missionary Baptist Church, Property Owner (the "**Applicant**" and/or "**Permittee**") submitted a request for approval of a Planned Development Permit for Special Use Permit for the construction of a 11,500 square foot medical office building with related site improvements at 1601 Raiders Way (APN 221-0-232-235); and associated on-site improvements (the "**Project**"), filed by (the Applicant); and

WHEREAS, on January 18, 2018, the Planning Commission of the City of Oxnard ("**Planning Commission**") conducted a duly noticed public hearing to consider the Applicant's request for the Project as described above in accordance with Section 16-530 through 16-553 of the Oxnard City Code; and

WHEREAS, the Planning Commission considered Planning and Zoning Permit No. 17-540-01 (Planned Development Permit for Special Use Permit) and took action to approve the Project; and

WHEREAS, all persons wishing to testify in connection with the proposed Project were heard and the Planning Commission conducted a comprehensive review of the Application; and

WHEREAS, the Planning Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a categorical exemption; and

WHEREAS, the Project was referred to various public utility companies, City Departments and the Development Advisory Committee for recommendations; and

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 use is in conformance with the City of Oxnard 2030 General Plan and the elements thereof and other adopted standards.**
The proposed use is consistent with the 2030 General Plan since the proposed use is consistent with the site's land use designation of Commercial General Planned Development (C2-PD) and the project complies with the development policies of the 2030 General Plan in that Section No. 16-136 of the Oxnard City Code states allows medical office uses permitted in the Commercial Office (C-O) zoning district.

(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 use is consistent with uses considered and permitted by the General Commercial (C-2) zone. Construction activities, use, development design will be subject to standard construction requirements of the California Building, Fire, and Traffic Codes. Therefore, the proposed use and improvements are not expected to have adverse effects or be materially detrimental the adjacent uses, buildings or structures or to the public health, safety or general welfare.

(3) **The site for the proposed use 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.**
The site is partially developed with existing infrastructure in place to accommodate the proposed development as described and shown in Section 6 of the Planning Commission Staff Report. As such, the subject site is adequate in terms of size and as developed the development meets or exceeds City's design, development standards and parking will be met via shared access and parking with the adjoining church property.

(4) **The site for the proposed use will be served by streets and highways adequate in width and structure to carry the kind and quantity of traffic such use will generate.**
The Project site will be served by existing and proposed driveways that connect with Raiders Way and the adjacent church site as described in Section 6 of the Planning Commission Staff Report.

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

The Project is considered infill development that has been found to be consistent with anticipated development for this site. Furthermore, existing water, sewer, fire, and storm drainage infrastructure is in place along Raiders Way to serve the project. The Project will be subject to its fair share of sewer, water, and other impact fees associated with user connection fees. In addition, the Project will be subject to City permits and the California Plumbing and Fire Codes

SECTION 2. The Planning Commission, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is categorically exempt from CEQA Guidelines. This section pertains to projects found consistent with the applicable General Plan designation policies as well as with applicable zoning designation and regulations; and the proposed development occurs within city limits on a project site of no more than 5 acres substantially surrounded by urban areas; and the project site has no value, as habitat for endangered, rare or threatened species; and approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and the site can be adequately served by all required utilities and public services. The Planning Manager is hereby authorized and directed to file a Notice of Exemption with the Ventura County Clerk pursuant to Section 15332 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption o f this Resolution.

SECTION 3. Based on the findings set forth herein, the Planning Commission hereby approves Planning and Zoning Permit 17-540-01 (Special Use Permit for Planned Development Permit), subject to the attached conditions of approval.

SECTION 4. The decision of the Planning Commission shall be final unless an appeal of the action is filed in accordance with the provisions of Section 16-545 of the Oxnard City Code.

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

**[CONDITIONS OF APPROVAL ON FOLLOWING PAGE]**

## 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 |

## 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 dated September 18, 2018, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager ("Planning Manager") or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)

3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL, *G-3*)

4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, *G-4*)

5. 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*)

6. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, *G-7*)

7. Developer shall complete the "Notice of Land Use Restrictions 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*)

8. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, *G-9*)

9. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Except as provided in the sign permit, Developer may not change any signs on the project property. (PL/B, *G-10*)

10. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, *G-11*)

11. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, *G-12*)

12. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, *G-13*)

13. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, *G-14*)

14. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, *G-15*).

## LANDSCAPE STANDARD CONDITIONS

15. Prior to submittal of landscape and irrigation plans, Developer shall obtain approval of the Planning Manager or designee of a plan showing on the project property all existing trees and identifying the trees to be saved, transplanted or removed. (PK, *PK-1*)

16. Prior to issuance of building permits or the proposed use is initiated, whichever comes first, Developer shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/DS, *PK-2*)

17. Prior to issuance of a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, *PK-3*)

18. Developer shall properly maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Developer to do so may result in the revocation of this permit and initiation of legal proceedings against Developer to ensure compliance (PK, *PK-4*)

19. Prior to the issuance of City issues a certificate of occupancy, Developer shall provide a watering schedule to the building owner or manager and to Planning Division or designee. The irrigation system shall include automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK, *PK-5*)

20. All trees planted or placed on the property by Developer shall be at least 24-inch-box size. All shrubs and vines shall be at least five-gallon size, except as otherwise specified by this permit. (PK, *PK-6*)

21. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, *PK-22*)

22. At time of submittal to the Building and Engineering Division for plan check, Developer's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK, PK-23)

23. Developer shall include a note on the Landscape Plans submitted to the Building and Engineering Division for a building permit that "all landscaping and irrigation comply with Ordinance No. 2822, which adopted the City of Oxnard Landscape Water Conservation Standards, and applicable water conservation requirements of the State of California". (PK, PK-24)

## FIRE DEPARTMENT STANDARD CONDITIONS

24. Developer shall construct all vehicle access driveways on the project property to be at least 26 feet wide. Developer shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Developer shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD/B, *F-1*)

25. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, *F-2*)

26. Before the City issues building permits, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, *F-3*)

27. At Developer's expense, Developer shall obtain two certified fire flow tests for the project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy. A mechanical, civil, or fire protection engineer must certify the tests. Developer shall obtain permits for the tests from the Engineering Division. Developer shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS, *F-4*)

28. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, *F-5*)

29. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, *F-6*)

30. At all times during construction, developer shall maintain paved surfaces capable of handling loads of 76,000 pounds which will provide access for fire fighting apparatus to all parts of the project property. (FD/DS, *F-7*)

31. Developer shall identify all hydrants, standpipes and other fire protection equipment on the project property as required by the Fire Chief. (FD, *F-8*)

32. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, *F-10*)

33. The turning radius of all project property driveways and turnaround areas used for emergency access shall be a minimum of 48 feet outside diameter for a semi-trailer. (FD, *F-11*)

34. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, *F-12*)

35. Developer shall install in each structure in the project a detection/alarm system with a central station monitor that will automatically notify the Fire Department in the event of a fire in the structure. The alarm system shall include a UL or State Fire Marshal approved device, which shall not exceed design specifications, that reports the location of the fire and allows the central station monitor to inform the Fire Department of the point of entry into the structure that is nearest the fire. (FD, *F-13*)

36. All signalized intersections shall be equipped with pre-emption equipment. (FD/TR, *F-15*)

37. Developer shall comply with Certified Unified Program Agency (CUPA) requirements regarding the storage, handling and generation of hazardous materials or waste. Prior to the issuance of building permits, Developer shall contact the CUPA division of the Fire Department to ensure that such requirements are followed. (FD, *F-16*)

**FIRE DEPARTMENT SPECIAL CONDITIONS**

38. Areas designated by the Fire Marshal as Fire Lanes shall be identified by a red curb and signage per the California Vehicle Code. (FD)

39. Before the city issues a certificate of occupancy, the developer shall install a Knox key vault at a location to be determined by the Fire Department. (FD)

**PLANNING DIVISION STANDARD CONDITIONS**

40. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, PL-1)

41. Any application for a minor modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, *PL-2*)

42. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, *PL-3*)

43. Before the City issues building permits, Developer shall provide to the Planning Division Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Planning Commission. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, *PL-4*)

44. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, *PL-7*)

45. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting plan demonstrating that

adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. (PL)

46. Prior to issuance of building permits, Developer shall demonstrate that light standards illustrated on conceptual lighting plan do not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet.

47. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, *PL-8*)

48. In order to minimize light and glare on the project property, all parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. (PL, *PL-9*)

49. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (B/DS, *PL-11*)

50. During construction, Developer shall control dust by the following activities:
    a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code section 23114, with special attention to sub sections 23114(b)(2)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
    b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (B/DS, *PL-12*)

51. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, *PL-13*)

52. Developer agrees to participate in a water conservation program that includes refitting water fixtures existing on the project property with water conserving devices within residences or businesses in the City's water service area, if such a program is in effect when building permits

are issued for this project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL, *PL-14*)

53. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, *PL-15*)

54. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, *PL-16*).

55. Developer shall participate in the City's Public Art Program by paying the Public Art fee prior to issuance of building permits, in accordance with City Council Resolution No. 14,124. *(*PL, *PL-50)*

56. Developer shall recess or screen roof heating and cooling systems and other exterior mechanical equipment from adjoining property and public streets, as required by this permit. Plumbing vents, ducts and other appurtenances protruding from the roof of structures shall be placed so that they will not be visible from the front of the property or other major public vantage points. Developer shall include a note on the construction plumbing drawings of exterior elevations to indicate to contractors that roof features shall be grouped and located in the described manner. Roof vents shall be shown on construction drawings and painted to match roof material color. (PL/B, *PL-41*)

57. Developer shall install all roof and building drainpipes and downspouts inside building elements. These items shall not be visible on any exterior building elevations. (PL, *PL-42*)

58. For any exterior utility meter panels, Developer shall paint such panels to match the structure upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (PL, *PL-43*)

59. Prior to issuance of a certificate of occupancy, Developer shall remove all construction materials and vehicles from the subject property. (PL/B, *PL-47*)

## PLANNING DIVISION SPECIAL CONDITIONS

60. Developer shall remove any and all graffiti from the project premises, including but not limited to graffiti within the building, such as in restrooms or fitting rooms, within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch. (PL)

61. This permit is granted subject to the City's approval of a tentative map and final map and recordation of the final map. The City shall issue building permits only after such recordation, unless otherwise approved by both the Planning Division Manager and the Development Services Manager. Before occupying any structures or initiating any use approved by this permit, Developer shall comply with all conditions of the tentative and final map. (PL/DS)

62. Prohibited uses within the building shall include, but are not limited to: food establishments selling food for dine-in or take out; arcade and video gaming; marijuana/cannabis dispensaries; and commercial establishments that sell tobacco, alcohol, drug products, paraphernalia or adult material. (PL)

63. Outdoor displays or vending equipment shall be prohibited. (PL)

64. Food trucks of any vehicle type or vending carts shall be prohibited from parking or staging on the project site. (PL)

65. Developer acknowledges that upon a change of use, the Planning Manager shall review the request and proposed building occupancy to determine compliance with Oxnard City Code provisions (i.e., number of parking spaces and loading/unloading space requirements). (PL)

## ENVIRONMENTAL RESOURCES DIVISION

66. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused or recycled, Developer shall complete and submit a "City of Oxnard C&D Environmental Resources Management & Recycling Plan" ("Plan") to the City for review and approval. The Plan shall provide that at least 50% of the waste generated on the project be diverted from the landfill. The Plan shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The Plan shall include the following information: material type to be recycled, reused, salvaged or disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Developer shall use the Plan form.

67. Developer shall follow the approved "City of Oxnard C&D Environmental Resources Management & Recycling Plan" and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed project. After completion of demolition and/or construction, Developer shall complete and submit the "City of Oxnard C&D Environmental Resources Management & Recycling Report For Work Completed" ("Work Completed Report") and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, Developer shall provide documentation, on the disposal facility's letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating

the discarded materials. Developer shall submit and obtain approval of the Work Completed Report prior to issuance of a certificate of occupancy.

68. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling. Regardless of hauling methods, all materials collected must be conveyed to the Del Norte Regional Recycling and Transfer Station.

69. Developer shall make provisions to divert at least 50% of the waste material generated during occupancy through source reduction, recycling, reuse, and green waste programs. Developer shall complete and submit a "City of Oxnard C&D Environmental Resources Management & Recycling Occupancy Plan" ("Occupancy Plan") to the City's Environmental Resources Division. An Occupancy Plan must be submitted and approved prior to issuance of a certificate of occupancy. An Occupancy Plan must be submitted and approved prior to issuance of a certificate of occupancy. A "City of Oxnard C&D Environmental Resources Management and Recycling Occupancy Report" shall be submitted to the Environmental Resources Division annually for approval on the anniversary date of the certificate of occupancy or at any such time that the facility's operational functions change significantly.

70. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer.

## POLICE DEPARTMENT CONDITIONS

71. A condition of approval requires compliance with the Outdoor Lighting Code & Guideline:
    a) Outdoor lighting shall comply with Title 24, Part 6, of the California Code of Regulations: California's Energy Efficiency Standards for Residential and Nonresidential Buildings.
    b) Unless approved as a specific exception to this guideline, all outdoor lighting shall be flat lens, full cut-off fixtures with the light source fully shielded with the exceptions:
        1) Luminaires with a maximum output of 260 lumens per fixture, regardless of number of bulbs (equal to one 20-watt incandescent light), may be left unshielded provided the fixture has an opaque top to keep light from shining directly up.
        2) Luminaires that have a maximum output of 1,000 lumens per fixture, regardless of number of bulbs (equal to on 60-watt incandescent light) may be partially shielded provided the bulb is not visible, and the fixture has an opaque to keep light from shining directly up.Oxnard City Code 16-320: Lighting within physical limits of the area required to be lighted shall not exceed seven foot-candles, nor be less than one foot-candle at any point. A light source shall not shine upon, or illuminate directly any surface other than the area required to be lighted. No lighting shall be of a type or in a location that constitutes a hazard to vehicular traffic, either on private property or on the abutting streets. The

height of light standards shall not exceed 26 feet. To prevent damage from automobiles, standards shall be mounted on reinforced concrete pedestals or otherwise protected.

c) Oxnard City Code 16-320: Lighting within physical limits of the area required to be lighted shall not exceed seven foot-candles, nor be less than one foot-candle at any point. A light source shall not shine upon, or illuminate directly any surface other than the area required to be lighted. No lighting shall be of a type or in a location that constitutes a hazard to vehicular traffic, either on private property or on the abutting streets. The height of light standards shall not exceed 26 feet. To prevent damage from automobiles, standards shall be mounted on reinforced concrete pedestals or otherwise protected. (PD)

72. Exterior lighting of the site including parking areas shall be between 1 and 7 foot candles and shall be in harmony with existing adjacent lighting scheme. (PD)

73. Lighting instruments shall be metal halide, LED or similar in nature and spectrum (3,000K to 20,000K Correlated Color Temperature). (PD)

74. Lighting instruments shall be full cut-off and installed so that light does not directly illuminate property outside the project site. Instruments shall not create glare for motorists or pedestrians. (PD)

75. Landscape elements shall be arranged to provide clear lines of sight and eliminate potential places of concealment. (PD)

76. Outdoor lighting instruments shall not be placed in close proximity of parking lot trees. In the event outdoor lighting instruments and trees are in close proximity an additional sheet will be required illustrating light and tree placement showing trees with a 20-year maturity. (PD)

77. Integrated landscape/lighting/photometric plan shall be submitted illustrating a 20-year tree maturity. This is to ensure that tree growth will not adversely impact future lighting and therefore site safety as the project matures. This plan shall be submitted and approved prior to the issuance of building permits. (PD)

78. Motion detection burglary or intrusion alarm system is required and shall utilize "Dual Technology" sensors capable of differentiating between human movement and non-human movement. (PD)

79. Should the applicant or future occupant business choses to install a security camera system, it must meet current industry standards and the below specifications:

    a. Cameras and supporting equipment shall supply digital color images under normal lighting conditions. Greyscale images are expected for infra-red lighting.

b. Cameras shall be made by a reputable manufacturer and maintained to current industry standards.
c. Cameras shall have low light capability and able to identifying persons conducting transactions or entering the business.
d. The video system shall utilize a Digital Video Recorder (DVR). VHS and other formats are prohibited.
e. The video system shall allow recording, live viewing and playback of recorded video for a period of a period of at least 30 days.
f. Recorded images shall bear a date and time stamp that cannot be altered.
g. Prior to the installation of a security camera system the applicant shall submit a plan showing location of cameras and the scope of their capture area. The plan shall include a list of components and a web address where a description of the component's specifications can be located.
h. Signage shall be posted near the primary public building entrance which states in 2" letters: "These premises are monitored by a security camera system". (PD)

80. Should the applicant or any future occupant plan to keep, store or maintain any controlled substances as defined by the State of California the following conditions shall apply:
a. A security camera system shall be installed and maintained.
b. A dual technology alarm system shall be installed and maintained in accordance with City Code to detect unlawful intrusion into the controlled substance facility.
c. Controlled substances shall be stored in a secured manner.
d. Plans for the camera system and the controlled substance storage facility shall be reviewed and approved by a person designated by the Chief of Police.
e. Inquiries relative to storage of controlled substances can be made by contacting the Oxnard Police Department Special Projects Unit at specialprojects@oxnardpd.org. (PD)

## DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

81. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)

82. Developer's Engineer shall design parking lot structural sections based on an analysis of the soils R-value and a traffic index (T.I.) approved by the City Engineer. The minimum structural section for parking lots is two inches of asphalt on four inches of base material. Developer shall indicate the proposed structural section and design T.I. on the site improvement plans. (DS-2)

83. Developer shall have the site improvement plans prepared using standard Development Services Division format(s) by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a

grading permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Development Services Division. (DS-3)

84. Developer shall submit improvement plans and drainage calculations demonstrating that storm drain runoff from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)

85. Developer shall protect building pads from inundation during a 1% chance (100-year) storm. (DS-5)

86. Developer shall replace all broken, uplifted, or missing curb, gutter, or sidewalk along the street frontage(s) of the project. (DS-6)

87. Developer's site improvement plans shall include an on-site sewer plan. (DS-10)

88. Developer shall install on-site and off-site electric, cable, telephone and similar utility service laterals underground in accordance with City ordinances in effect at the time City issues a building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)

89. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)

90. A California licensed civil engineer shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Submittal shall include, but not necessarily be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans, construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not approve a parcel map or final map nor issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)

91. Prior to issuance of a site improvement permit, Developer shall provide to the Development Services Division a compact Disc (CD) containing digital copies of all project maps, address map, and/or civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction. (DS-16)

92. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)

93. 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)

94. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)

95. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)

96. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)

97. "Standard Specifications for Public Works Construction" latest edition (including modifications thereto by City) and applicable City Standard Plates and Design Criteria shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)

98. Developer shall retain a California licensed Civil Engineer to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "as-built" plans after project completion. Developer's submittal of certified "as-built" plans is a condition of City's final acceptance of the project and release of any associated security. (DS-29)

99. All grading shall conform to City's standard grading notes, City Code, and recommendations of Developer's soils engineer as approved by the City Engineer. (DS-30)

100. Developer shall design all slopes steeper than 5 (horizontal) to 1 (vertical) with a minimum 18 inch wide level area (at both top and bottom of slope) where it adjoins a wall, fence, sidewalk, trail, curb or similar improvement. (DS-32)

101. Prior to issuance of a site improvement permit, Developer shall provide to the City Engineer easements or written consent (as determined appropriate by the Development Services Director) from all affected landowners for any diversion of historical flows or change in drainage conditions caused by the project. (DS-36)

102. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)

103. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)

104. Street and road improvements shall conform to City standard plates, design criteria and policies. Improvements shall include upgrading of existing pavement along the project frontage to City standards by removing and replacing or overlaying, as directed by the City Engineer. (DS-51)

105. Developer shall submit a landscape irrigation plan prepared by a licensed professional, showing proper water meter size, backflow prevention devices, and cross-connection control. (DS-59)

106. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)

107. Developer shall construct a concrete apron along the length of the trash enclosure opening that extends a minimum of 15 feet from the face of the enclosure. (DS-69)

108. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)

109. Developer shall install bike racks in accordance with City standards at locations approved by City Traffic Engineer. (TR-73)

## STORMWATER QUALITY CONDITIONS

110. Developer shall design project to minimize degradation of stormwater quality by complying with the applicable sections of the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit (Order R4-2010-0108 including all revisions) for new development and redevelopment projects. Developer shall submit stormwater quality calculations and associated construction plans demonstrating compliance with the MS4 permit. Calculations shall generally be organized to follow the steps outlined in Chapter 2 of the 2011 Technical Guidance Manual for Stormwater Control Measures ("2011 TGM"). (DS-78)

111. Developer shall construct double-bin trash enclosures (one bin for recycle use) with a solid non-combustible roof (8-foot minimum clearance) that prevents stormwater from entering the refuse

bins. Developer shall construct all other components of the trash enclosure in accordance with the approved City Standard Plan on file with the Development Services Division. Developer shall finish the trash enclosure to match the major design elements of the main structure subject to approval by the Planning Division. The location and configuration of the enclosure shall be approved by the Environmental Resources Division. All site refuse bins shall be stored in an approved enclosure. No objects other than refuse bins may be stored in the enclosure without the written permission of the Environmental Resources Division. (DS-79)

112. Developer's stormwater quality calculations shall include site specific analysis and recommendations from a geotechnical engineer, and if applicable, a landscape architect for design and implementation of stormwater treatment and infiltration devices. Geotechnical Engineering analysis and recommendations shall include, but not necessarily be limited to, determination of site specific soil infiltration rates, depth to permeable soil layers, methods to reach permeable soil layers, appropriate compaction rates, recommendations to enhance infiltration, and other requirements of the 2011 TGM. Landscape architectural recommendations shall include, but not necessarily be limited to, suggestions regarding appropriate vegetation and soil amendments for vegetated infiltration devices. Project plans shall implement approved design recommendations. (DS-81)

113. Using forms provided by the Development Services Division, Developer shall submit a stormwater quality control measures maintenance and operations plan ("the Plan") for this project. If the BMPs implemented with this project include proprietary products that require regular replacement and/or cleaning, Developer shall provide proof of a contract with an entity qualified to provide such periodic maintenance. The property owner is responsible for the long-term maintenance and operation of all BMPs included in the project design. Upon request by City, property owner shall provide written proof of ongoing BMP maintenance operations. No grading or building permit shall be issued until the Development Services Manager approves the Plan and Developer provides an executed copy of the City's stormwater covenant with the Plan included as an exhibit for recordation by the City. (DS-82)

114. Developer's stormwater quality control measures maintenance and operations plan shall include: 1) Requirement to clean on-site storm drains at least twice a year; once immediately before the first of October (the beginning of the rainy season) and once in January. The City Engineer may require additional cleaning; 2) Requirement to maintain parking lots free of litter and debris. Developer shall sweep sidewalks, drive aisles, and parking lots regularly to prevent the accumulation of litter and debris. When swept or cleaned, debris must be trapped and collected to prevent entry into the storm drain system. Developer may not discharge any cleaning agent into the storm drain system; 3) Requirement to label all on-site storm drain inlets with the message "Don't Dump - Drains to Ocean" in accordance with City standards. (DS-83)

115. Developer shall provide pre-treatment for all infiltration based stormwater quality Best Management Practices ("BMPs".) Pre-treatment devices must effectively reduce sediment load entering infiltration BMPs to minimize occlusion of underlying soils and reduce long term

maintenance requirements and thereby maintain the infiltration capacity of the BMP. 2011 TGM compliant pre-treatment such as vegetated swales are an approved form of pre-treatment. Proprietary pre-treatment devices must be capable of removing 80% of 50 micron particles to be considered adequate pre-treatment. Typical catch basin inserts do not provide the sufficient sediment storage to provide pre-treatment. (DS-85)

116. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Developer shall provide evidence of assignment of a permit identification number by the California State Water Resources Control Board indicating submittal of a Notice of Intent (NOI) by the Developer in accordance with the NPDES Construction General Permit. Developer shall comply with all requirements of the General Permit and the Ventura Countywide MS4 Permit, including preparation of a Stormwater Pollution Prevention Plan (SWPPP). Developer shall keep the SWPPP updated to reflect current site conditions and a copy of the SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS-86)

**DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS**

117. Developer shall pay to the County of Ventura a road mitigation fee in accordance with the agreement between the City and the County of Ventura. Proof of payment shall be provided to the Development Services Division prior to issuance of a building permit. (DS-105)

118. Developer shall process Parcel Map 17-300-01 concurrent with the site civil improvement plan for this project. (DS)

119. Developer proposes to alter stormwater quality best management practices (BMPs) located on this site that serve a previously developed area. The proposed substitution of catch basin inserts in lieu of the existing treatment swale is acceptable based on the standards in effect at the time of original implementation. The catch basin inserts shall be installed in a manner that results in treatment of all stormwater runoff previously treated by the swale. The inserts shall be capable of removing 80% of 50 micron particles. Developer shall process (and record) an updated stormwater quality control measures maintenance and operations plan ("Plan") that implements these revisions. (DS)

120. Developer must design all stormwater runoff from this project (including all roof runoff) to drain to the proposed infiltration chamber in compliance with stormwater quality standards. (DS)

121. The percolation tests for this project shall include implementation of the reduction factor specified in the "Guidelines for Design, Investigation, and reporting for Low Impact Development Stormwater Infiltration" published in the Administrative Manual of the County of Los Angeles Department of Public Works. This reduction factor is in addition to the required safety factor. (DS)

122. Developer's geotechnical engineer shall test the exposed bottom of infiltration facilities immediately prior to facility construction and provide the City with a written opinion that the exposed soil layer is suitable for an infiltration facility based on review of the existing geotechnical reports, percolation tests, infiltration facility design, and characteristics of the exposed soil layer. (DS)

123. Developer shall install a root barrier on all trees planted within 8 feet of the storm drain pipe along the westerly boundary of the site. The root barrier shall be placed a minimum of 4 feet from the closest edge of existing storm drain pipe. The requirement for a root barrier shall be clearly indicated on the civil site plans in addition to the landscape plans. Root barrier location, tree species, and final tree location are subject to approval of the Development Services Manager. (DS)

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 18th day of January 2018.

Deirdre Frank

Deirdre Frank, Chair

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

| | | |
|---|---|---|
| AYES: | Commissioner(s): | Chua, Stewart, Huber, Sanchez, Frank, Dozier, Fuhring |
| NOES: | Commissioner(s): | None |
| ABSENT: | Commissioner(s): | None |
| ABSTAIN: | Commissioner(s): | None |

Kathleen Mallory

Kathleen Mallory, AICP, Secretary

RESOLUTION NO. 2018-06

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING APPROVAL OF PLANNING AND ZONING PERMIT NO. 17-300-01 (TENTATIVE PARCEL MAP) TO SUBDIVIDE A 1.79 - ACRE PARCEL INTO TWO PARCELS (0.66-ACRE AND 1.13-ACRE), FOR PROPERTY LOCATED AT 1601 RAIDERS WAY AND 3001 SOUTH ROSE AVENUE (APN # 221-0-232-235), SUBJECT TO CERTAIN CONDITIONS. FILED BY TOM DAVIES, CARDIFF REALTY HOLDINGS, INC., ON BEHALF OF NEW PROGRESSIVE CHRISTIAN MISSIONARY BAPTIST CHURCH, 2660 TOWNSGATE ROAD, SUITE 800 WESTLAKE VILLAGE, CA 91361.

WHEREAS, on February 9, 2017, Tom Davies with Cardiff Realty Holdings, Inc on behalf of New Progressive Missionary Baptist Church, Property Owner (the "**Applicant**" and/or "**Permittee**") submitted a request for approval of a Tentative Parcel Map to subdivide a 1.79-acre parcel into two parcels (0.66-acre and 1.13-acre) for property located at 1601 Raiders Way and 3001 South Rose Avenue (APN 221-0-232-235) (the "**Project**"), filed by the Applicant; and

WHEREAS, on January 18, 2018, the Planning Commission of the City of Oxnard ("**Planning Commission**") conducted a duly noticed public hearing to consider the Applicant's request to approve Planning and Zoning Permit No. 17-300-01 (Tentative Parcel Map) to subdivide a 1.79-acre parcel into two parcels (0.66-acre and 1.13-acre) (the "**Subdivision**") in accordance with Section No. 15-40 of the Oxnard City Code; and

WHEREAS, the Planning Commission considered Planning and Zoning Permit No. 17-300-01 (Tentative Parcel Map) and took action to recommend that the City Council approve the Project; and

WHEREAS, said tentative map was referred to various public utility companies, City Departments and the Development Advisory Committee for recommendations; and

WHEREAS, the Planning Commission finds the tentative map conforms to the City's General Plan and elements thereof; and

WHEREAS, the Planning Division has completed a preliminary environmental assessment of the Subdivision in accordance with the California Environmental Quality Act (CEQA) and determined that the Subdivision is subject to a categorical exemption; and

WHEREAS, the Planning Commission finds that the Applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this subdivision in particular.

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 tentative parcel map is consistent with the City of Oxnard 2030 General Plan.**
The proposed Tentative Parcel Map is consistent with the policies and provisions of the 2030 General Plan because the proposed Project will allow for development that conforms and is consistent with the 2030 General plan's land use designation and development policies.

(2) **That the design or improvement of the proposed Tentative Parcel Map is consistent with the City of Oxnard 2030 General Plan and any applicable specific plan.**
The design and improvement of the proposed subdivision of land is consistent with applicable provisions of the 2030 General Plan because the proposed lot division supports the proposed infrastructural improvements and the intended uses.

(3) **That the site is physically suitable for the type of development.**
The site is partially developed with existing infrastructure in place to accommodate the proposed development as described and shown in Section 6 of the Planning Commission Staff Report. As such, the subject site is adequate in terms of size and as developed the development meets or exceeds City's design, development standards and parking will be met via shared access and parking with the adjoining church property.

(4) **That the site is physically suitable for the proposed tentative parcel map will be served by streets and highways adequate in width and structure to carry the kind and quantity of traffic such use will generate.**
The Project site will be served by existing and proposed driveways that connect with Raiders Way and the adjacent church site as described in Section 6 of the Planning Commission Staff Report.

(5) **That the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage nor likely to substantially and avoidably injure fish and wildlife or their habitat.**
The design of the proposed land division and parcel improvements is no likely to cause substantial environmental damage or substantially and avoidable injure fish or

wildlife or their habitat because the Project is located within a developed urban area of the City that is not in an environmentally sensitive habitat

(6) **That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; provided however, that approval may be granted if it is found that alternative easements, for access or for use, will be provided, and that these will be substantially equivalent to the ones previously acquired by the public.**
The design of the proposed land division and parcel improvements will not conflict with existing easements. The Project has existing storm drain easements that extend across the northerly side and along the westerly side over the proposed L-shaped drive aisle to the west and north of the existing building. Condition No. 17, requires that the two subdivided lots maintain easement agreements for reciprocal access (vehicular/pedestrian), cross drainage, and shared utilities.

SECTION 2. The Planning Commission, in accordance with the California Environmental Quality Act (CEQA), determines that the Subdivision will not have a significant impact on the environment and is categorically exempt from CEQA pursuant to Article 19, Section 15332 (In-fill Development), Class 32 of the State CEQA Guidelines. This section pertains to projects found consistent with the applicable General Plan designation policies as well as with applicable zoning designation and regulations; and the proposed development occurs within city limits on a project site of no more than 5 acres substantially surrounded by urban areas; and the project site has no value, as habitat for endangered, rare or threatened species; and approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and the site can be adequately served by all required utilities and public services. The Planning Manager 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 o f this Resolution.

SECTION 3. Based on the findings set forth herein, the Planning Commission hereby recommends that the City Council approve Planning and Zoning Permit 17-300-01 (Tentative Parcel Map), subject to the attached conditions of approval.

SECTION 4. 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 |

## 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 dated January 18, 2018, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager ("Planning Manager") or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (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 and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, *G-7*)

5. Developer shall complete the "Notice of Land Use Restrictions 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*)

## PLANNING DIVISION STANDARD CONDITIONS

6. 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 Code. (PL)

## PLANNING DIVISION SPECIAL CONDITIONS

7. This permit is granted subject to the approval of Planning and Zoning Permit No. 17-540-01 (Special Use Permit for Planned Development Permit). (PL)

## DEVELOPMENT SERVICES STANDARD CONDITIONS

8. 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)

9. 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)

10. Developer shall dedicate to the City all water rights for the project property by title sheet dedication on the final map or parcel map. (DS-39)

11. 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)

12. 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

13. Developer shall process (and ultimately record) an agreement between the two proposed

lots of this subdivision that provides for reciprocal access (vehicular and pedestrian), cross lot drainage, and shared utilities. The agreement shall assign maintenance responsibly for all shared facilities or facilities that cross property lines. A draft of the agreement shall be provided for City approval and the agreement shall be recorded concurrent with map recordation. (DS)

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 18th day of January 2018.

Deirdre Frank

Deirdre Frank, Chair

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

| | | |
|---|---|---|
| AYES: | Commissioner(s): | Chua, Stewart, Huber, Sanchez, Frank, Dozier, Fuhring |
| NOES: | Commissioner(s): | None |
| ABSENT: | Commissioner(s): | None |
| ABSTAIN: | Commissioner(s): | None |

Kathleen Mallory

Kathleen Mallory, AICP, Secretary

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLULTION OF THE CITY COUNCIL OF THE CITY OF OXNARD UPHOLDING PLANNING COMMISSION APPROVAL OF PLANNING AND ZONING PERMIT NO. 17-540-01 (SPECIAL USE PERMIT FOR PLANNED DEVELOPMENT PERMIT) TO ALLOW THE CONSTRUCTION OF AN 11,500 SQUARE FOOT, SINGLE STORY MEDICAL OFFICE BUILDING WITH RELATED SITE IMPROVEMENTS ON A VACANT PORTION (0.66-ACRE – 1601 RAIDERS WAY) OF LAND ZONED GENERAL COMMERCIAL PLANNED DEVELOPMENT (C2-PD). FILED BY TOM DAVIES, CARDIFF REALTY HOLDINGS, INC., ON BEHALF OF NEW PROGRESSIVE CHRISTIAN MISSIONARY BAPTIST CHURCH, 2660 TOWNSGATE ROAD, SUITE 800 WESTLAKE VILLAGE, CA 91361.

WHEREAS, on January 18, 2018, the Planning Commission adopted Resolution No. 2018-05, approving Planning and Zoning Permit No. 17-540-01 (Planned Development Permit for Special Use Permit), to construction of a 11,500 square foot medical office building with related site improvements at 1601 Raiders Way (APN 221-0-232-235); and associated on-site improvements (the "Project"), filed by (the Applicant); and

WHEREAS, the City Council has considered the appeal of the Planning Commission's decision filed by the Planning Division to provide efficient and coordinated review of a multiple permit project, and carefully reviewed the decision of the Planning Commission; and

WHEREAS, the City Council has conducted a hearing and received evidence in favor of and in opposition to the application for a Planning and Zoning Permit No. 17-540-01 (Planned Development Permit for Special Use Permit); and

WHEREAS, the City Council finds that the proposed site, and the design and improvement of the development requested are consistent with the 2030 General Plan; and

WHEREAS, in accordance with the California Environmental Quality Act, the Planning Commission completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a categorical exemption.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to uphold Planning Commission Resolution No. 2018-05, including all the findings contained therein, and approves Planning and Zoning Permit No. 17-540-01 (Planned Development Permit for Special Use Permit), subject to the conditions set forth in Planning Commission Resolution No. 2018-05.

PASSED AND ADOPTED this 20th day of March 2018, by the following vote:

AYES:

NOES:

ABSENT:

________________________________
Tim Flynn, Mayor

ATTEST:

__________________________
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

______________________________________
Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 17-300-01 (TENTATIVE PARCEL MAP) TO SUBDIVIDE A 1.79 -ACRE PARCEL INTO TWO PARCELS (0.66-ACRE AND 1.13-ACRE), FOR PROPERTY LOCATED AT 1601 RAIDERS WAY AND 3001 SOUTH ROSE AVENUE (APN # 221-0-232-235), SUBJECT TO CERTAIN CONDITIONS. FILED BY TOM DAVIES, CARDIFF REALTY HOLDINGS, INC., ON BEHALF OF NEW PROGRESSIVE CHRISTIAN MISSIONARY BAPTIST CHURCH, 2660 TOWNSGATE ROAD, SUITE 800 WESTLAKE VILLAGE, CA 91361.

WHEREAS, on January 18, 2018 the Planning Commission considered Planning and Zoning Permit No. 17-300-01 and adopted Resolution No. 2018-06 recommending City Council approval of a Tentative Parcel Map; and

WHEREAS, the City Council has reviewed an application for Planning and Zoning Permit No. 17-300-01 (Tentative Parcel Map) to subdivide a 1.79-acre parcel into two parcels (0.66-acre and 1.13-acre) for property located at 1601 Raiders Way and 3001 South Rose Avenue (APN 221-0-232-235) (the “Project”), filed by the Applicant; and

WHEREAS, the City Council has carefully reviewed Planning Commission Resolution No. 2018-06, recommending approval of the Tentative Parcel Map, subject to certain conditions, for property located at 1601 Raiders Way and 3001 South Rose Avenue (APN 221-0-232-235); and

WHEREAS, the City Council finds that the Tentative Parcel complies with all requirements of the Subdivision Map Act and the Oxnard City Code; and

WHEREAS, the City Council finds that the Tentative Parcel Map and the design and improvement of the proposed development are consistent with the 2030 General Plan; and

WHEREAS, the City Council finds that the proposed site is suitable for the type and density of development requested and the development will not cause substantial environmental damage, serious public health problems or conflict with any public utility or service easements; and

WHEREAS, the Planning Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a categorical exemption; and

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to approve Planning & Zoning Permit No. 17-300-01 (Tentative Parcel Map – Attachment A) subject to the findings and conditions set forth in Planning Commission Resolution No. 2018-06, on file in the Planning Division, and incorporated herein by reference.

PASSED AND ADOPTED this 20th day of March 2018, by the following vote:

AYES:

NOES:

ABSENT:

__________________________________
Tim Flynn, Mayor

ATTEST:

___________________________
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

__________________________________

Stephen M. Fischer, City Attorney

ATTACHMENT A

TENTATIVE PARCEL MAP

| | CITY COUNCIL<br><br>AGENDA REPORT | TYPE OF ITEM: Public Hearing<br><br>AGENDA ITEM NO.: 3 |
|---|---|---|

**DATE:** March 20, 2018

**TO:** City Council

**THROUGH:** Scott Whitney
Interim City Manager

**FROM:** Ashley Golden
Development Services Director

**SUBJECT:** Planning and Zoning Permit Nos. 16-500-06 (Special Use Permit); 16-535-01 (Density Bonus); and 16-300-06 (Tentative Subdivision Map No. 5995) to Construct 20 Townhome Units Inclusive of 4 Affordable Units (Low Income), and a Tentative Subdivision Map to Create 20 Condominium Units on the 0.91-Acre Parcel Located Within the Southwinds Neighborhood. Property Located at 5489 Saviers Road (APN: 222-0-011-29). Filed by Designated Agent Henry Casillas, 451 West Fifth Street, Oxnard, California, 93030, on Behalf of the Property Owner (The "Applicant").

**CONTACT:** Ashley Golden, Development Services Director
Ashley.Golden@oxnard.org, 385-7882

**RECOMMENDATION:**

Open Public Hearing and Continue the Public Hearing to April 17, 2018.

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| CITY OF OXNARD CALIFORNIA | CITY COUNCIL<br>AGENDA REPORT | TYPE OF ITEM: Report<br>AGENDA ITEM NO.: 1 |
|---|---|---|

**DATE:** March 20, 2018

**TO:** City Council

**THROUGH:** Scott Whitney
Interim City Manager

**FROM:** Rosemarie Gaglione
Public Works Director

Rosemarie Gaglione

**SUBJECT:** Intelligent Transportation Systems Update (10/10/5)

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

**RECOMMENDATION:**

That City Council receive an update on the City's Intelligent Transportation System.

**BACKGROUND**

In May 2008, the City of Oxnard finalized its Intelligent Transportation System (ITS) Master Plan, which established the roadmap for deployment of ITS strategies throughout the City. Since adoption, the City has installed approximately 38 miles of underground conduit with 32 miles of fiber optic cable, 6 miles of twisted-pair copper cable, and 38 fixed wireless links to connect all of the City's traffic signals to a central traffic management center (TMC).

Phase 1 deployment was completed in 2013 and included:

- Connected approximately 140 traffic signals;
- Replaced old and outdated traffic signal controllers with advanced traffic controllers (ATC);
- Installed and connected 18 closed-circuit television (CCTV) traffic cameras; and
- Installed and connected 16 video detection systems to the network.

Phase 2 deployment was completed in 2016 and included:

- Connected approximately 25 traffic signals;

- Replaced old and outdated traffic signal controllers with ATC; and
- Installed and connected 6 CCTV traffic cameras; and
- Connected three City buildings to the network.

**CURRENT STATUS**

The TMC is currently being utilized to identify and troubleshoot traffic signal and intersection lighting issues received by phone, 311 or routine monitoring. Using the centralized software, the Transportation Division is able to identify loop detector issues, video detection issues, traffic signal timing and coordination issues, and network issues. While the system has the ability to notify staff automatically of any problems in the field, the software is not currently set up to do so. Staff will be working with the contractor to program the software within the next three months.

During the recent activation of the emergency operations center, Public Works was able to view live feeds of CCTV cameras at the City's major intersections to monitor traffic issues. This capability is immensely valuable, especially in emergencies or other unforeseen events.

To date, the ITS has achieved 90% of the potential that was envisioned in 2008. Because technology has progressed so quickly, the City is only using about 50% of what is now possible with the most recent developments. Through careful planning and deployment, the City has a valuable asset that can grow and increase in value as technology continues to evolve.

This Transportation Policy Committee heard this item on February 22, 2018, and unanimously recommended that it be heard before the full City Council.

**FUTURE PRIORITIES**

The ITS network still partially consists of twisted-pair copper on the extreme portions of the City, especially north of U.S. 101. Twisted-pair copper is extremely low bandwidth (information is transmitted more slowly with copper) compared to fiber optic and creates a bottleneck for data back to the TMC. While traffic signals can be monitored and the timing updated remotely, our current software does not support the capability to dynamically change the timing at particular intersection or corridor. Therefore, future priorities for the City's ITS include:

- Replacing all twisted-pair copper with fiber optics (approximately 6 miles);
- Installing conduit to River Park by way of Wagon Wheel Road and Ventura Road to cross U.S. 101;
- Upgrading existing integration software to enhance existing capabilities, including centralized reporting of performance measures, tracking assets and inventory, and enabling connected vehicle infrastructure; and
- Deploying an adaptive traffic signal system to dynamically alter signal cycles, splits, and phasing to traffic demands on heavily traveled corridors.

Further enhancements and strategies that could be supported by the surplus bandwidth (additional data transmission capabilities) of the network include:

- Additional CCTV camera installations;
- Intersection vehicle detection enhancements;
- Transit priority using existing emergency vehicle preemption equipment;
- Smart-City initiatives to monitor intersection safety lighting;
- Data collection (Bluetooth) systems to monitor Average Daily Traffic (ADT) and corridor travel times in real time; and
- Dynamic message signs with real-time traffic information throughout the City.

**STRATEGIC PRIORITIES**

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

**FINANCIAL IMPACT**

None at this time.

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| CITY OF OXNARD CALIFORNIA | CITY COUNCIL<br>AGENDA REPORT | TYPE OF ITEM: Report<br>AGENDA ITEM NO.: 2 |
|---|---|---|

**DATE:** March 20, 2018

**TO:** City Council

**THROUGH:** Scott Whitney
Interim City Manager

**FROM:** Rosemarie Gaglione
Public Works Director

Rosemarie Gaglione

**SUBJECT:** Traffic Signal Project - Rose and Gary Drive (5/5/5)

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

**RECOMMENDATION:**

That City Council:

1. Authorize the City Manager or designee to recognize State grant revenue and appropriate funds in the total amount of $17,000 (grant and match) to implement the Rose Avenue and Gary Drive New Traffic Signal project.

2. Recognize grant award of design phase in amount of $15,000 and approve a match of $2,000 to the Rose Avenue and Gary Drive New Traffic Signal Project No. 183104.

**BACKGROUND**

Oxnard College, located on the east side of Rose Avenue between Gary Drive and Bard Road, has an Educational Assistance Center (EAC) that serves students who require special accommodations. Channel Islands High School, located on the west side of Rose Avenue between Raiders Way and Gary Drive, has a Special Education Program (CIHS-SEP) that utilizes the EAC. There are 130 students enrolled in the CIHS-SEP, and that number is expected to increase. Almost all the students at the CIHS-SEP are enrolled in the EAC, and travel between the CIHS-SEP at the northwest corner of the intersection of Rose Avenue and Gary Drive and the EAC at the southeast corner of the intersection. Travel between locations takes place at all times of the day and varies depending on the student and the course being attended.

CIHS-SEP students and staff expressed reservations regarding the safety of crossing Rose Avenue to the EAC, due to the uncontrolled nature of the intersection and high posted speed limit on Rose Avenue. Students are often driven across the street, or use the signalized crossing at Raiders Way and Rose Avenue, which requires walking 1,300 feet to the north.

To improve these conditions, the City applied for and was awarded an Active Transportation Program grant through the California Transportation Commission (CTC). The project includes the design and construction of a traffic signal at Rose Avenue and Gary Drive, crosswalks on all four legs and safety lighting. The total grant award is $510,000 with $57,000 as the required local match.

The design phase is estimated to be completed by June 2018. A Request for Bids for construction is planned for September / October of 2018. Staff will return to the City Council at the time of construction award to accept and appropriate the construction grant funds and allocate the local match funding for construction.

**STRATEGIC PRIORITIES**

This item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve the City's infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

**FINANCIAL IMPACT**

The total design cost is estimated at $17,000 of which grant award of the design phase is $15,000. The City's match will be a $2,000 appropriation from Fund 354, Traffic Circulation Fees. The FY2018 estimated unaudited fund balance for Fund 354 Traffic Circulation Fees is $4.1 million. Upon approval, state grant revenue in the amount of $15,000 will be recognized and appropriated to the Rose Avenue and Gary Drive New Traffic Signal Project No. 183104.

The estimated costs with funding breakdowns for Design and Construction are listed in the table below. Once construction award is approved, Staff will return to Council to recognize and appropriate construction award and match required.

| **Project Phase** | **ATP Grant** | **Local Match – Fund 354** | **Totals** |
|---|---|---|---|
| Design | $15,000 | $2,000 | $17,000 |
| Construction | $495,000 | $55,000 | $550,000 |

| | | | |
|---|---|---|---|
| Total Project Cost | $510,000 | $57,000 | $567,000 |

**ATTACHMENTS:**

Attachment A - Budget Appropriation

# REQUEST FOR BUDGET APPROPRIATION

**Department:** Public Works **Date:** March 20, 2018

**Project/Program Manager:** Justin Link **Phone:** x8308

**Reason for Appropriation:**

Appropriates revenue from the California Transportation Commission Active Transportation Program (ATP) grant for the Rose Avenue and Gary Drive New Traffic Signal project and matching funds from fund 354, Traffic Circulation Fees for the design of a new traffic signal through both an agreement with Stantec and city staff time.

| **Accounts and Descriptions** | | **AMOUNT** |
|---|---|---|
| **Fund: 219- State/ Local - Multi-Year Grants** | | |
| **Revenues/Transfers In** | | |
| **Project#183104 Rose Ave and Gary Dr Traffic Signal** | | |
| 219-3125-532.72-31 | STATE / LOCAL SOURCES / STATE GRANT REVENUES | 15,000 |
| | Sub-total Revenues | 15,000 |
| **Expenditures/Transfers Out** | | |
| **Project#183104 Rose Ave and Gary Dr Traffic Signal** | | |
| 219-3125-826.82-09 | CONTRACTS AND SERVICES / SVCS-OTHER PROF/CONTRA | 4,034 |
| 219-3125-826.80-01 | PERSONNEL SERVICES / DIRECT LABOR-REGULAR | 10,966 |
| | Sub-total Expenditures | 15,000 |
| | **Net Change to Fund Balance** | **0** |
| **Fund: 354- Circulation Sys Impr Fees** | | |
| **Expenditures/Transfers Out** | | |
| **Project#183104 Rose Ave and Gary Dr Traffic Signal** | | |
| 354-3125-826.80-01 | PERSONNEL SERVICES / DIRECT LABOR-REGULAR | 2,000 |
| | Sub-total Expenditures | 2,000 |
| | **Net Change to Fund Balance** | **(2,000)** |
| | **Net Appropriation Change** | **(2,000)** |

**Approvals**

Department Director ____________________

Chief Financial Officer ____________________

City Manager ____________________

BA# (Finance Use Only)__________

BA Doc# (Finance Use Only

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REQUIRES CITY COUNCIL AUTHORIZATION