

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.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
October 17, 2017
Regular Meeting - 6:00 PM
Closed Session - 4:30 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council, Successor Agency.

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 (4:30 PM)

1. Conference with Legal Counsel – Existing Litigation

CC (Government Code section 54956.9 (d)(1))

Name of case: Michael Bocanegra v. City of Oxnard

Workers' Compensation Case Nos. ADJ10332335 and ADJ10332337

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 – Potential Litigation

CC On the advice of the City Attorney, 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 two potential cases.

The City Attorney requested that these items be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Anticipated Litigation.

3. Conference with Real Property Negotiators

SA Property: McGrath House, 740 South B Street.

Agency negotiators: Ruth Osuna, Assistant Executive Director, and Kymberly Horner,

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.

Economic Development Director.

Negotiating parties: Michelle and Greg Kenney.

Under negotiation: Price and terms of payment for the potential sale of Successor Agency property.

The Assistant Executive Director and Economic Development Director requested that this item be discussed in closed session under the Brown Act exception of Conference with Real Property Negotiators (Government Code section 54956.8). The purpose of the closed session is for the Successor Agency to review the status of negotiations for the potential sale of real property and to provide instructions to the negotiators.

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Resolution to Sylvia Paniagua for Thirty-Eight Years of Outstanding Service to the City of Oxnard.
2. SUBJECT: Presentation of Water Conservation Art Contest Winners.

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.

City Manager Department

1. SUBJECT: Request from LiUNA! Local 585 for City Council Support Opposing Electric Rates (5/5/5)

RECOMMENDATION: That the City Council consider a request from LiUNA! Local 585 for adoption of a resolution of support opposing the Southern California Edison Rate Increase for 2018, 2019 and 2020.

Legislative Body: CC

Contact: Jesus Nava

Phone: 385-7497

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 Clerk Department

1. SUBJECT: Minutes of the July 18, 2017 Special/Regular Meeting.

RECOMMENDATION: That the City Council approve the Minutes as presented.

Legislative Body: CC

Contact: Michelle Ascencion

Phone: 385-7805

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. Charter Communications (7928-17-IT) for City Internet access augmentation and redundancy project (\$50,000).

B. Landscape Development, Inc. (7849-17-FN) for monthly landscape maintenance services at Seabridge Community Facilities District No. 4 (\$97,200).

C. Professional Water Technologies (7418-16-PW) for technical support services for the

Advanced Water Purification Facility reverse osmosis system (\$40,000).

D. Aqua-Metric Sales Company (Purchase Order No. 6490) for the purchase of water meters (\$140,000).

E. Sam Hill & Sons, Inc. (A-7721) for sewer manhole replacement at 1230 Saviers Road (\$32,474).

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Development Services Department

3. SUBJECT: Lease for Dolce Vita at Oxnard Transit Center

RECOMMENDATION: That City Council approve and authorize the Mayor to execute a lease in the estimated amount of \$54,830 with Mr. Yong Tae Kwon doing business as Dolce Vita for 5 years beginning October 1, 2017, and ending September 30, 2022, for Suite 107 at the Oxnard Transit Center (OTC) at 201 East Fourth Street (Agreement No. A-7984). The lease has one option for a five-year renewal.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

4. SUBJECT: Adoption of Ordinance Nos. 2923, 2924, 2925, 2926, 2927, and 2928, Amending Various Section of the Zoning Code Related to the Housing Element

RECOMMENDATION: That the City Council adopts the following six Zoning Text Amendments:

1. ORDINANCE NO. 2923 - PLANNING & ZONING PERMIT NO. 17-580-02 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING OXNARD CITY CODE SECTIONS 16-362 (A) AND 16-362 (B) TO REDUCE MINIMUM UNIT SIZE AND MODIFY BUILDING SEPARATION

2. ORDINANCE NO. 2924 - PLANNING & ZONING PERMIT NO. PZ 17-580-05 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING OXNARD CITY CODE SECTION 16-41 TO REMOVE THE REQUIREMENT OF NOT MORE THAN SIX UNITS PER BUILDING

3. ORDINANCE NO. 2925 - PLANNING & ZONING PERMIT NO. 17-580-06 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING DIVISION 13 OF ARTICLE V OF CHAPTER 16 OF THE OXNARD CODE RELATING TO ACCESSORY DWELLING UNITS

4. ORDINANCE NO. 2926 - PLANNING & ZONING PERMIT NO. 17-580-07 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING DIVISION 13 OF ARTICLE V OF CHAPTER 16 OF THE CITY CODE RELATING TO REASONABLE ACCOMMODATION

5. ORDINANCE NO. 2927 - PLANNING & ZONING PERMIT NO. 17-580-08 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING DIVISION 13 OF ARTICLE V OF CHAPTER 16 OF THE OXNARD CITY CODE RELATING TO LOT MERGER FEES

6. ORDINANCE NO. 2928 - PLANNING & ZONING PERMIT NO. PZ 17-580-09 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING SEVERAL SECTIONS OF CHAPTER 16 OF THE OXNARD CITY CODE RELATING TO FARMWORKER HOUSING AND PARKING.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

L. REPORTS

City Manager Department

1. SUBJECT: Verbal Report on the Status of HALACO Site and Staff's Efforts to Mitigate Problems on the Site (10/10/20)

RECOMMENDATION: That City Council receive the report and provide comments on the current issues occurring at the HALACO site.

Legislative Body: CC

Contact: Ruth Osuna

Phone: 805-385-7478

Housing Department

2. SUBJECT: Verbal Report on the Status of the Winter Warming Shelter for the Homeless (10/20/20)

RECOMMENDATION: That City Council receive the report and provide direction to staff on the Winter Warming Shelter for the Homeless.

Legislative Body: CC

Contact: Arturo Casillas

Phone: 385-8094

Finance Department

3. SUBJECT: Receive the August 2017 Major Funds Monthly Report (5/15/5)

RECOMMENDATION: That City Council receive and file the August 2017 Major Funds Monthly Report. Report was presented to the Fiscal Policy Task Force on October 11, 2017.

Legislative Body: CC

Contact: Jim Throop

Phone: 385-7475

Public Works Department

4. SUBJECT: Approval of a Budget Appropriation in the Amount of \$105,000 for Repairs to the Central Trunk Sewer System (5/5/5)

RECOMMENDATION: That City Council:

1. Approve and authorize the City Manager to pay Task Order No. 55A in the amount of \$154,037.20, Task Order No. 63A in the amount of \$22,207.36 and Task Order No. 63B in the amount of \$103,742.14 to Contract No. A-7721 with Sam Hill & Sons, Inc. for Project Specification No. 14-12, Non-Scheduled Repairs of Wastewater and Storm Drain Systems.

2. Approve a budget appropriation in the amount of \$105,000 to pay for completed work.

Legislative Body: CC

Contact: Thien Ng

Phone: 432-3575

M. ADJOURNMENT

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CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
 COMMENDING SYLVIA PANIAGUA FOR OVER THIRTY-EIGHT YEARS
 OF SERVICE TO THE CITY OF OXNARD

WHEREAS, Sylvia Paniagua has given over thirty-eight years of exemplary service as an employee of the City of Oxnard; and

WHEREAS, Sylvia Paniagua began her career with the City of Oxnard in the Oxnard Fire Department in 1979 as a student worker while a freshman in high school. On May 23, 1982, she joined the Oxnard Police Department as a Word Processor I and on July 17, 1983, she was promoted to Word Processor II. On January 11, 1987, she was promoted once again to Senior Word Processor and on July 1, 1995, she was promoted to her position as Police Records Manager where she oversaw the Police Records Unit, Word Processing Unit, and Property & Evidence Unit for nearly twenty-two (22) years. Ms. Paniagua remained as the Police Records Manager until her departure on October 5, 2017; and

WHEREAS, Sylvia Paniagua was instrumental in numerous accomplishments for the Records & Property Unit over the years including the digitalization of all records, the integration of SpeakWrite to assist with dictation, the complete overhaul of our Property & Evidence Unit including digital evidence lockers & our new property warehouse, and the further integration of CopLogic to relieve report-taking duties from field personnel; and

WHEREAS, Sylvia Paniagua has remained involved in the community through her work with Soroptomist International of Oxnard and will continue to live in Oxnard with her husband, Frank. She will be sorely missed at the Police Department as Sylvia always placed an emphasis on customer service and continuously advocated for the employees that worked with her.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Sylvia Paniagua for over thirty-eight years of outstanding service to the City of Oxnard and extend best wishes to her in her continuing endeavors.

PASSED AND ADOPTED this 17th day of October, 2017 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

 Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

 Michelle Ascencion, City Clerk

 Stephen M. Fischer, City Attorney

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Council Business

AGENDA ITEM NO.: 1

DATE: October 17, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Jesus Nava
Assistant City Mgr

SUBJECT: Request from LiUNA! Local 585 for City Council Support Opposing Electric Rates (5/5/5)

CONTACT: Jesus Nava, Assistant City Mgr
Jesus.Nava@oxnard.org, 385-7497

RECOMMENDATION:

That the City Council consider a request from LiUNA! Local 585 for adoption of a resolution of support opposing the Southern California Edison Rate Increase for 2018, 2019 and 2020.

BACKGROUND

LiUNA Local 585 submitted a letter requesting the Oxnard City Council's support for the union's opposition to the Southern California Edison's Rate Case covering 2018, 2019 and 2020. The LiUNA letter to the City Council and the enclosed appendix, "SCE 2018 Proposed Rate Increase Questions and Answers is provided as Attachment A.

Mayor Pro Tem Ramirez and Councilmember Perello both requested that the item be brought back for City Council discussion, deliberation and action.

The LiLUNA information was provided to representatives of Southern California Edison for verification. The utility company provided a different set of rate adjustments. The difference in rate adjustments provided by LiUNA and Southern California Edison is 0.7%. Southern California Edison has indicated that the LiUNA letter shows percentages that were presented at an earlier date and provided information that 11.4% is the actual total adjustment over the next

Request from LiUNA! Local 585 for City Council Support Opposing SCE Rates (5/5/5)

October 17, 2017

Page 2

three years. Attachment B is an email from Southern California Edison indicating the rate adjustments they presented to the California Public Utilities Commission.

Rate Year	LiUNA Local 585	Southern California Edison
2018	2.7%	2.5%
2019	4.2%	3.8%
2020	5.2%	5.1%
Total Rate Adjustment	12.1%	11.4%

Both sets of data are provided for the Council's information and review. The proposed resolution of support may be found as Attachment C.

STRATEGIC PRIORITIES

This agenda item is a request for Council support 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 from this Council action. Increases in electrical rates will have an impact on future city budgets.

ATTACHMENTS:

Attachment A - Letter from LiUNA! Requesting Council Support

Attachment B - Response from SoCalEd to LiUNA!

Attachment C - CofO Draft RESOLUTION - Opposing SoCalEd Rates

LiUNA!

LOCAL 585 *Feel the Power*

Anthony Mireles
Business Manager
Secretary Treasurer

Guillermo Ceja, Jr.
President
Field Representative

Alex Mireles
Vice President

Andy Castillo
Field Representative

RE: Request for Opposition to Southern California Edison's
Pending 12% Rate Increase

Dear Sir or Madam:

On behalf of the Laborer's International Union of North America I want to inform you of a matter that deserves your attention as a local government official and a Southern California Edison customer.

In September, Southern California Edison requested another 12 percent increase in electrical rates for their customers.

According to numerous newspaper reports and independent studies, California electricity rates are now, on average, much higher than the National average. The Los Angeles Times recently published an article that stated California families now pay electricity rates 50 percent above the National average.

Further, a study by the Manhattan Institute released in 2014 states that California's unadjusted electrical rates increased by 80 percent from 2004 to 2014, and that roughly 1 Million households in California are now suffering from "energy poverty," a term that used to apply only to third world nations.

All these figures are coming to the forefront as Southern California Edison requests more increases over the next three years from ratepayers, which includes your city government which is already struggling to provide basic services.

Laborers' International Union of North America

21 South Dos Caminos Avenue, Ventura, California 93003 • (805) 643-5487 • Fax: (805) 643-9426

LiUNA!

LOCAL 585 *Feel the Power*

Anthony Mireles
Business Manager
Secretary Treasurer

Guillermo Ceja, Jr.
President
Field Representative

Alex Mireles
Vice President

Andy Castillo
Field Representative

As a local public official representing thousands of residents in Edison's service territory, LiUNA is respectfully requesting your opposition to Edison's proposed 12 percent rate increase in a letter or City Resolution to the California Public Utilities Commission.

Southern California residents, including thousands of our members working paycheck to paycheck simply cannot afford another damaging increase in electricity rates. With your support, we hope that we can convince the CPUC to reject this rate increase and eventually get electrical rates to a point that Californian's aren't having to decide between paying their utility bills and feeding their families.

Sincerely,



SCE 2018 Proposed Rate Increase

Questions and Answers

Question: Southern California Edison has proposed rate increases in their 2018 General Rate Case before the California Public Utilities. Edison has stated that information provided to the public has been deceptive, but what are the actual proposed rate hikes?

Answer: According to Edison's "2018 SCE General Rate Case Overview" presented on September 1, 2016, Edison is proposing the following hikes in rates beginning in 2018:

- 2018 – 2.7%
- 2019 – 4.2%
- 2020 – 5.2%
- TOTAL – 12.1%
- \$1.325 Billion Revenue increase

Question: But Edison has programs to help low income customers. Will their rates increase?

Answer: Yes, all Edison customers will be paying higher electric rates – even the lowest-income ratepayers. Edison's Region Manager, Marissa Castro-Salvati, testified at an El Monte City Council meeting on August 15, 2017, that rates for low-income Edison customers on its CARE program will still see their rates increase every month by these average amounts:

- 2018 -- \$2.41 a month \$28.92 a year
- 2019 -- \$3.41 a month \$40.92 a year
- 2020 -- \$4.81 a month \$57.72 a year
- TOTAL \$10.63 a month \$127.56 a year

After learning details of the Edison rate increases on low-income families, the El Monte City Council unanimously passed

a resolution opposing Southern California Edison's proposed rate increases.

Question: Edison claimed recently that past rate increases are being exaggerated by opponents. How much have Edison's rates increased?

Answer: According to an independent study by the Manhattan Institute in 2015, Edison's unadjusted residential electricity rates increased 80% from 2004 to 2014.

Question: Edison is claiming that Californians have the 11th lowest monthly electrical bills in the nation, what is the truth?

Answer: Edison refuses to accept the facts. According to a June 22, 2017 LA Times article, California currently has electricity rates that are 50% higher than the National Average.

And the Manhattan Institute conducted a study showing that Edison rates have risen 80% since 2004 (Center for Policy and the Environment at the Manhattan Institute, No 17, July 2015).

This is before the current request for ANOTHER 12% RATE INCREASE.

Question: What does the term "Energy Poverty" mean?

Answer: Energy Poverty refers to the condition where residential households spend more than 10% of their income on electricity and natural gas combined. According to a 2015 study performed by the Manhattan Institute, nearly 1 million California households suffer from energy poverty for the first time ever.

Question: Is it true that Edison's employees receive discounts on their electric bills?

Answer: Yes. All Edison employees living in Edison's service areas receive a 25% discount on their electric bills each and every month.

Question: Edison is claiming that the Laborer's and Operating Engineer's Unions are opposing these rate increases in an effort

to “bust the contract between the IBEW and Edison.” What is the basis of this argument?

Answer: There is not one word in the resolutions being adopted by Southern California city councils regarding any unions. This is an attempt by Edison to divert attention away from their punitive rate increases and existing high rates. California has some of the highest electricity rates in the Country and Edison doesn't want this issue to see the light of day.

Draft City Resolution

Whereas, on September 1, 2016, Southern California Edison (Edison) submitted an application with the California Public Utilities Commission (CPUC) for approval of its 2018-2020 General Rate Case; and

Whereas, Edison is requesting a total increase in electric rates of an additional 12.1 percent from rate payers in its service territory; and

Whereas, Edison's undiscounted residential electricity rates increased 80 percent between 2004 and 2014; and

Whereas, according to the Los Angeles Times, California's electricity rates are now nearly 50 percent higher than the National average; and

Whereas, over 1 million households in California spend more than 10 percent of their gross household income on energy and are suffering from "energy poverty;" and

Whereas, the City of XXXXX is a major consumer of electricity for all of its services from public safety to libraries to water service, and any increase in electrical costs will require reductions in service and/or an increase in fees or taxes to continue to maintain current levels of service to our constituents and customers.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF XXXX AS FOLLOWS:

Section 1. The City of XXXX hereby opposes Edison's request for another 12 percent increase in electricity rates and the 2018-2020 General Rate Case application before the CPUC.

Section 2. The City Council directs the City Manager to provide the CPUC and Southern California Edison's President and Chief Executive Officer with copies of this resolution. The City Manager is further authorized to submit such other written

protests on behalf of the City of XXXX as reasonably warranted to express the City's opposition to rate increases.

Section 3. This Resolution shall take effect upon adoption. The City Clerk shall certify to the adoption of this Resolution.

Section 4. In the event that any rate increase is approved, the City Council directs city staff to review the city's franchise agreement with Southern California Edison to determine whether the franchise should be updated based upon the current needs of the city and its residents.



Nava, Jesús <jesus.nava@oxnard.org>

RE: (External):Fwd: 2018-SCE-general-rate-case-overview.pdf

1 message

Rondi Guthrie <Rondi.Guthrie@sce.com>
To: "Nava, Jesús" <jesus.nava@oxnard.org>

Tue, Oct 10, 2017 at 1:12 PM

Hi Jesus,

Our updated numbers show an 11.4 % increase and the deck provided to you is dated. That deck was at a point in time. However, the important thing to understand is, SCE's rate proposal represents a thoughtful and balanced approach to infrastructure investment, so that SCE can ensure safety, improve reliability and cybersecurity for our customers, provide cleaner energy at reasonable rates while also preparing the electric grid for the more complex future energy requirements.

SCE's customers are quickly adopting distributed energy resources, such as rooftop solar, battery storage and smart inverters. SCE must make significant improvements to targeted areas of the grid over the next 10 years that include installing updated systems and equipment to increase reliability and better manage power delivery to its customers.

Additionally, SCE's current system average rate is also by far the lowest among California's investor-owned utilities, from 19-38 percent lower. Likewise, increases in SCE's system average rate in recent years are consistent with the local average inflation rate.

I know you have a wealth of information on SCE's General Rate Case now but I am happy to come talk to you and/or any councilmembers in more depth.

Let me know if you need anything else.

Thanks!

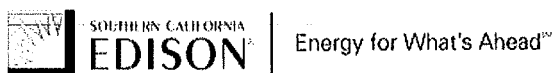
Rondi Guthrie

Government Affairs Representative

Local Public Affairs

T. 805-654-7257 | M. 805-218-3003

10060 Telegraph Road, Ventura, CA 93004





Nava, Jesús <jesus.nava@oxnard.org>

RE: (External):Re: SCE General Rate Case Information

1 message

Rondi Guthrie <Rondi.Guthrie@sce.com>

Fri, Sep 29, 2017 at 11:16 AM

To: "jesus.nava@oxnard.org" <jesus.nava@oxnard.org>

Hi Jesus,

Every three years, the California Public Utilities Commission reviews a request from SCE for the next three-year spending cycle.

On Sept. 1, 2016, SCE filed a request to recover the costs from 2018 through 2020 for employees to inspect, repair, and when appropriate, upgrade poles, transformers and distribution lines. Throughout its service area, SCE owns more than 1.4 million electric poles, 725,000 transformers and more than 105,000 miles of distribution lines serving 5 million customer accounts.

The most updated numbers for the GRC request are:

2018 – 2.5%

2019 - 3.8%

2020 - 5.1%

Total - 11.4%

Please keep in mind a few things I pointed out in my previous email:

- 1) SCE's System Average Rate in recent years has remained consistent with the local average inflation rate
- 2) Increased costs are necessary to pay for a modernized grid
- 3) This is really a union issue that should not be part of the GRC proceeding

For the most up-to-date information about the GRC, go to: www.sce.com/grc

As always, please feel free to let me know if you need anything else.

RESOLUTION NO. _____**RESOLUTION OF THE OXNARD CITY COUNCIL OPPOSING PROPOSED
ELECTRICAL RATE ADJUSTMENTS SUBMITTED BY SOUTHERN
CALIFORNIA EDISON FOR 2018, 2019 AND 2020**

WHEREAS, on September 1, 2016, Southern California Edison submitted an application with the California Public Utilities Commission for approval of its 2018-2020 General Rate Case; and

WHEREAS, the rate application for adjustments is estimated to be between 11.4% and 12.1% from current rates; and

WHEREAS, residents and businesses of Oxnard will be impacted by these rate adjustments and require them to pay higher costs for energy at a time when housing costs are increasing; and

WHEREAS, the City of Oxnard is a major consumer of electrical energy and will see its city budgets impacted by such rate adjustments;

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

SECTION 1. The City of Oxnard voices its opposition to the proposed electrical rate adjustments.

SECTION 2. The Mayor and City Manager are authorized to send correspondence to Southern California Edison, the California Public Utilities Commission and others indicating the position of the City Council.

PASSED AND ADOPTED THIS _____ day of _____, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: October 17, 2017

TO: City Council

FROM: Michelle Ascencion
City Clerk

SUBJECT: Minutes of the July 18, 2017 Special/Regular Meeting.

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

RECOMMENDATION:

That the City Council approve the Minutes 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 item does provide transparency of Council meetings to the public.

FINANCIAL IMPACT

There is no financial impact.

ATTACHMENTS:

Attachment A: Minutes 07.18.17 CC special+regular meeting

MINUTES
 OXNARD CITY COUNCIL
 Special/Regular Meeting
 July 18, 2017

A. ROLL CALL/POSTING OF AGENDA

At 2:04 p.m., the special meeting of the Oxnard City Council was called to order by Mayor Pro Tem Ramirez in the Council Chambers. The City Clerk called the roll: Councilmembers Bryan A. MacDonald, Oscar Madrigal, Bert Perello; and Mayor Pro Tem Carmen Ramirez were present. Mayor Tim Flynn was absent (arrived at 2:42 p.m.). The City Clerk stated that the agenda was posted July 13, 2017 at City Hall, with a correction posted on July 17, 2017 to clarify that the 2:00 p.m. study session and 3:00 p.m. closed session are special meetings.

Staff members present were Greg Nyhoff, City Manager; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ruth Osuna, Assistant City Manager; Jefferson Billingsley, Assistant City Attorney; and Michelle Ascencion, City Clerk.

B. STUDY SESSION

City Attorney Department

1. SUBJECT: Marijuana Recommendations and Direction.
RECOMMENDATION: That City Council direct staff to prepare updates to the Oxnard City Code to:
 - 1) Allow for deliveries of medical marijuana;
 - 2) Incorporate existing medical marijuana restrictions into the zoning code; and
 - 3) Prohibit commercial marijuana activities.

Assistant City Attorney Billingsley gave a report. Public comments were received from Jaime Moreno, Steve Nash, Jackie Tedeschi, and Joe Kyle. Discussion ensued among the Council and staff.

(Mayor Flynn arrived during this time.)

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to provide the following direction to staff:

Recommendation No. 1 – Allow for deliveries of medical marijuana: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor. (Approved 5-0)

Recommendation No. 2 – Incorporate existing medical marijuana restrictions into the zoning code: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor. (Approved 5-0)

Recommendation No. 3 – Prohibit commercial marijuana activities: Flynn, MacDonald, and Ramirez voted in favor; Madrigal and Perello voted no. (Approved 3-2)

C. PUBLIC COMMENTS ON STUDY SESSION (None)

D. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were received from Steve Nash.

E. CLOSED SESSION

The City Attorney announced that Item 4 (Conference with Legal Counsel – Potential Litigation, pursuant to Government Code section 54956.9(d)(2)) was pulled from the Closed Session agenda.

Mayor Flynn read the following closed session statement:

“The City Council will recess to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys on two 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); and
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).

The City Council will also recess to a closed session, pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.

The City Council will also recess to a closed session, pursuant to Government Code section 54957(b)(1), evaluation of public employee, City Attorney.”

At 3:17 p.m. the City Council recessed to a closed session. At 6:07 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney made the following announcement:

“The City Council by unanimous vote has directed the City Attorney to initiate an action. The action, the defendants, and the other particulars shall, once unsealed, be disclosed to any person upon inquiry, unless to do so would jeopardize the City’s ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.”

F. OPENING CEREMONIES

At 6:08 p.m., Mayor Flynn called the regular meeting of the Oxnard City Council to order. The flag salute was followed by a moment of silence.

Additional staff members present at this time were Ashley Golden, Development Services Director; Phillip Molina, City Treasurer; Daniel Rydberg, Public Works Director; Jim Throop, Chief Financial Officer; Scott Whitney, Police Chief; Robert Hearne, Senior Civil Engineer; Shiri Klima, Assistant City Attorney; and Randy Latimer, Police Commander.

G. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of the 2017 Ventura County Fair Poster.

Ventura County Fair representative Marty Lieberman presented the poster to Mayor Flynn and made some remarks.

H. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Daniel Chavez Jr. (medians, crosswalks, economic development), Alvaro Lombero Jr. (Carpenters Local 150 volunteer committee), Jose Garcia (Laborers International Union of North America opposition to SCE proposed rate hike), and John Jay (illegal fireworks).

I. REPORT OF CITY MANAGER

The City Manager announced the Dallas Cowboys annual training camp dates, reported on sending a Request for Developer Qualifications for the downtown revitalization projects, and announced upcoming National Night Out events. The Police Chief reported on a recent fatal pedestrian hit-and-run collision and National Night Out.

J. CITY COUNCIL REPORTS

Councilmember Madrigal reported on touring the Housing Department and Housing Authority locations, and attending the recent Oxnard Relay for Life event and Blackstock South neighborhood activation meeting.

Mayor Pro Tem Ramirez commended the Fire Department for a recent rescue on Pacific Coast Highway, commented on the recent hit-and-run collision, announced an upcoming meeting regarding the proposed Puente Power Plant, reminded the community about the Utility Rate Assistance Program, and commented on a recent sewage spill (the Public Works Director gave a brief report).

Councilmember Perello commented on the recent meetings of the Blackstock South neighborhood, the Airport Authority, the Ventura Regional Sanitation District, and the Fiscal Policy Task Force. He requested a future item on potential sea level rise and FEMA, and a list of parcels from Assistant City Manager Osuna.

Mayor Flynn reported on the recent Airport Authority meeting and announced that he will miss the next City Council meeting due to a family vacation. He commented on the Community Relations Commission and the "Sanctuary City" issue.

1. SUBJECT: Consideration of Council Requests for Future Agenda Items (5/10/10)
RECOMMENDATION: That City Council discuss recent Council requests for future agenda items, and provide direction to staff as desired.

City Manager gave a brief report.

Public comments were received from Chris Collier, Maureen Carson, Marc Traut, Karina Kaye, Jessica McCurdy, Kitty Merrill, Erin Merrill, Frank Naumann, Dave Rippy, Ken Oplinger, Nancy Lindholm, Christine Brown, Jeff Pfeiler, Sandy Smith, John Williams, Mayra Velasquez, Adam Vega, Arthur Valenzuela, Martin Rodriguez, Brian Baca, Eric Crow, Noemi Tungui, Ryan Clantan, and Lynn Jensen.

Discussion ensued among Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Madrigal, to direct staff to agendize an item on the next City Council meeting for a letter expressing the City's concerns about the proposed Renaissance Oil facility expansion. VOTE: Flynn, Madrigal, and Ramirez voted in favor; MacDonald and Perello voted no. The motion carried 3-2.

(There was a brief break in the meeting from 7:55 to 8:04 p.m.)

K. REVIEW OF INFORMATION/CONSENT AGENDA

Items K1-C and K5 were pulled for discussion.

Regarding K1-C: Councilmember Perello commented on anti-theft systems for the new trucks.

Regarding K5: Councilmember Perello inquired about upcoming road repairs planned for south Oxnard. Assistant City Manager Osuna responded.

L. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Daniel Chavez Jr.

M. 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. Elavon (7948-17-CT) for credit card service (\$70,000).
 - B. TargetSolutions Learning, LLC. (7935-17-FI) for a Fire Department learning management system (\$50,000).
 - C. Vista Ford of Oxnard (Purchase Order No. 6393) for the purchase of three one-half ton super cab pickup trucks for Environmental Resources (\$83,697).

Development Services Department

2. SUBJECT: Second Amendment to Agreement for Consulting Services.
RECOMMENDATION: That City Council approve and authorize the City Manager to execute a contract amendment to extend the term by one year and increase the contract

amount by \$400,000 for a total contract amount of \$625,000 with California Code Check, Inc., (Agreement Number 7221-15-DS) for on-call plan check and inspection services, ending on June 30, 2019.

3. SUBJECT: Amendment to Rincon Consultants, Inc. Agreement (Agreement Number 7690-16-DS) and Stantec Consulting Services, Inc. (Agreement Number 7729-16-DS).
RECOMMENDATION: That City Council approve and authorize the City Manager to execute an amendment to the agreements with Rincon Consultants (Agreement Number 7690-16-DS) in the amount of \$250,000 for a total not to exceed \$500,000 and Stantec Consulting Services, Inc. (Agreement Number 7729-16-DS) in the amount of \$175,000 for a total not to exceed \$250,000 for on-call permit processing and planning services.

Human Resources Department

4. SUBJECT: Personnel Rules and Regulations.
RECOMMENDATION: That City Council adopt **Resolution No. 15,042** to receive and file new Personnel Rules and Regulations, rescind all previous Personnel Rules and Regulations, and affirm the City Manager's authority to promulgate and modify personnel rules and regulations except as required by City Code Section 3-2.

Public Works Department

5. SUBJECT: Approval of Plans & Specifications for Vineyard Avenue Resurfacing, Authorization to Solicit Bids.
RECOMMENDATION: That City Council approves project plans, specifications, and working details, and authorizes staff to solicit bids for the Vineyard Avenue Street Resurfacing Project No. PW16-12.
6. SUBJECT: Ventura County Work Release Agreement No. A-7974.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute an agreement with Ventura County in the amount not to exceed \$180,000 per year for a total of \$540,000 for landscaping services at College Park, RiverPark, City alleys and for other City projects.
7. SUBJECT: Response to Grand Jury Report Titled "Water Considerations for Cities."
RECOMMENDATION: That the City Council approve, authorize the City Manager to execute, and authorize the City Manager or his designee to submit to the presiding judge of the superior court the City of Oxnard's response to the Ventura County Grand Jury's report titled "Water Considerations for Cities," dated May 8, 2017, in the form included as Attachment C.
8. SUBJECT: Approve Plans and Specifications for Pump Repair and Well Maintenance for Wells 29 and 34 PW 17-38.
RECOMMENDATION: That City Council approves project plans, specifications and working details and authorize staff to solicit bids for the Pump Repair and Well Maintenance for Well Nos 29 and 34 Project (PW 17-38).
9. SUBJECT: First Amendment to Agreement No. 7401-16-PW and Task Order No. 6 with

TranSystems Corporation for On-Call, As-Needed Marine Engineering Consulting Services.

RECOMMENDATION: That the City Council:

1. Approves and authorizes the City Manager to execute the First Amendment and Task Order No. 6 to Agreement No. 7401-16-PW with TranSystems Corporation in the amount of \$137,600 for a total not to exceed \$1,067,100 for the On-Call, As-Needed Marine Engineering Consulting Services.

2. Approves an appropriation in the amount of \$137,000 from the Waterways Assessment District Fund Balance, Account Number 121-3108-803.82-09.

10. SUBJECT: Agreement for Trade Services with Professional Security Consultants (PSC) to Provide Security Services at the Del Norte Regional Recycling and Transfer Station (MRF) (Agreement No. A-7895).

RECOMMENDATION: That the City Council approves and authorizes the Mayor to execute a three-year agreement with Professional Security Consultants (PSC) in an amount not to exceed \$450,000 to provide security services at the MRF (Agreement No. A-7895).

11. SUBJECT: Approval of Plans & Specifications for B St. Improvements, Authorization to Solicit Bids.

RECOMMENDATION: That City Council approves project plans, specifications, and working details, and authorizes staff to solicit bids for the B Street Improvements No. PW17-37.

12. SUBJECT: Adoption of Ordinance No. 2921.

RECOMMENDATION: That City Council waive the second reading and adopt **Ordinance No. 2921**, establishing fees and charges for the use of and for services relating to City water services.

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

N. REPORTS

Police Department

1. SUBJECT: Response to Grand Jury Report Titled “Oxnard Red Light Cameras.”

RECOMMENDATION: That City Council authorizes the Mayor, the City Manager, and the Police Chief to respond, on behalf of the City Council, to the Grand Jury report titled “Oxnard Red Light Cameras” dated May 25, 2017, in the form included as Attachment A.

The Police Commander gave a report. Discussion ensued among the Council and staff.

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

City Treasurer Department

2. SUBJECT: Credit Card Merchant Interchange Fees.
RECOMMENDATION: That City Council provide direction on whether to continue absorbing the “merchant interchange fee” costs within the city’s operating budget, or to pass on that fee to our clients as a convenience fee for using credit or debit cards.

The City Treasurer gave a report. Discussion ensued among the Council and staff. The Council directed the City Treasurer to proceed with Option #3, “to direct staff to return with a resolution to pass through the merchant interchange fees, prices, etc. to the customers thus reducing the impact to the budget.”

City Manager Department

3. SUBJECT: Administrative Waivers of City Penalties.
RECOMMENDATION: That the City Council adopt **Resolution No. 15,043** providing administrative authority to grant one-time waivers of penalty fees.

Assistant City Manager Nava gave a report. Discussion ensued among the Council and staff.

Public comments were received from Phillip Molina and Martin Jones.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilman MacDonald, to approve staff’s recommendation with an amendment, to add the word “penalty” before the phrase “fee waiver” in Sections I and II in the resolution. VOTE: Flynn, MacDonald, Madrigal, Ramirez voted in favor, Perello voted no; the motion carried 4-1.

Public Works Department

4. SUBJECT: Street Maintenance Program Update.
RECOMMENDATION: That City Council receive the Street Maintenance Program Update.

The Public Works Director made some brief comments and introduced the Senior Civil Engineer, who gave a report. Discussion ensued among the Council and staff.

Public comments were received from Jackie Tedeschi and Pat Brown. No action was taken.

O. PUBLIC COMMENTS ON REPORTS (None)

P. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 10:29 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: October 17, 2017

TO: City Council

FROM: Greg Nyhoff
City Manager

SUBJECT: Agreements for City Council Review.

CONTACT: Greg Nyhoff, City Manager
Greg.Nyhoff@oxnard.org, 385-7430

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. Charter Communications (7928-17-IT) for City Internet access augmentation and redundancy project (\$50,000).
- B. Landscape Development, Inc. (7849-17-FN) for monthly landscape maintenance services at Seabridge Community Facilities District No. 4 (\$97,200).
- C. Professional Water Technologies (7418-16-PW) for technical support services for the Advanced Water Purification Facility reverse osmosis system (\$40,000).
- D. Aqua-Metric Sales Company (Purchase Order No. 6490) for the purchase of water meters (\$140,000).
- E. Sam Hill & Sons, Inc. (A-7721) for sewer manhole replacement at 1230 Saviers Road (\$32,474).

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.

Agreements for City Council Review
October 17, 2017
Page 2

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 Contract List for October 17, 2017

City Manager Contract List for 10/17/2017

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

A City Internet access augmentation and redundancy project

Vendor: Charter Communications
Type: Original Agreement
Agreement No.: 7928-17-IT
Amendment No.: N/A
Purchase Order No.: x/3281
Begin Date: 10/17/2017
End Date: 03/31/2019
Term: 29 months

Amount to be Approved: \$50,000
Current FY Amount: \$12,500
Total Contract Amount: \$50,000
Funding Source: Information Technology
Vendor Selection Process: Informal Bids
of Bids/Proposals/Quotes: 3
Project Manager: Kevin Pisacich
Department: Information Technology Department
Telephone: 805-385-7551
Email: kevin.pisacich@oxnard.org

Purpose: Staff is requesting authorization to enter into an Agreement with Charter Communications (7928-17-IT) in the amount of \$50,000 to establish an additional internet access connection at the City's main data center which serves as the primary connection point for most City buildings with the purpose of augmenting Internet capacity and availability. Requirements for this connection were to achieve diversity and redundancy in terms of physical plant, datalink, and network routing infrastructure between this connection and the City's existing Internet connection.

Pursuant to the City's purchasing policies, staff solicited bids for Internet access connections and three bids were received. As Charter Communications best matched the diversity and redundancy requirements, this vendor was selected.

B Monthly Landscape Maintenance Services in Seabridge Community Facilities District No. 4

Vendor: Landscape Development, Inc.
Type: Amendment
Agreement No.: 7849-17-FN
Amendment No.: N/A
Purchase Order No.: 6306
Begin Date: 06/01/2017
End Date: 06/30/2018
Term: 1 year

Amount to be Approved: \$97,200
Current FY Amount: \$145,800
Total Contract Amount: \$170,100
Funding Source: Seabridge CFD 4
Vendor Selection Process: Request for Bids (RFB)
of Bids/Proposals/Quotes: 3
Project Manager: Sandra Burkhart
Department: Finance Department
Telephone: 805-385-7496
Email: sandra.burkhart@oxnard.org

Purpose: Staff is requesting authorization to enter into a Second Amendment with Landscape Development, Inc. (7849-17-FN) in the amount of \$97,200 for monthly landscape maintenance services at Seabridge Community Facilities District No. 4. The original contract for maintenance services at Seabridge CFD 4 was terminated early. As a result, staff bid the maintenance contract for two months to finish up the original contract. There were three bidders and the lowest bidder was Landscape Development, Inc. Staff amended the contract in June 2016. However, staff needs more time to finalize the scope and maps and therefore is requesting an additional amendment to this contract to extend the term until the end of the Fiscal Year in order to complete the scope and maps. Staff will be issuing a Request for Proposal for the three year contract in the coming months.

City Manager Contract List for 10/17/2017

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

C Technical Support Services for the Advanced Water Purification Facility Reverse Osmosis System

Vendor: Professional Water Technologies
Type: Amendment
Agreement No.: 7418-16-PW
Amendment No.: 1
Purchase Order No.: 5886
Begin Date: 05/03/2016
End Date: 05/03/2019
Term: 3 years

Amount to be Approved: \$40,000
Current FY Amount: \$20,000
Total Contract Amount: \$60,000
Funding Source: Water Operating Funds
Vendor Selection Process: Negotiated Contract
of Bids/Proposals/Quotes: 1
Project Manager: Thien Ng
Department: Public Works Department/Wastewater Division
Telephone: 805-432-3575
Email: thien.ng@oxnard.org

Purpose: Staff is requesting authorization to enter into a First Amendment with Professional Water Technologies (7418-16-PW) in the amount of \$40,000 for technical support services for the Advanced Water Purification Facility (AWPF) on the reverse osmosis system.

In May 2016, the City executed a three year agreement for as needed Technical Support Services on the reverse osmosis system at the AWPF. The Wastewater Division is requesting to increase the agreement not to exceed amount from \$20,000 to \$60,000 for Technical Support Services at the AWPF to allow for continued support through the term of the agreement.

The AWPF Reverse Osmosis (RO) System is manufactured by H2O Innovation, dba Professional Water Technologies and the RO Membranes are still under manufacturers warranty. H2O Innovation does not allow other companies to service their equipment; therefore, technical support services are a sole source contract with Professional Water Technologies.

City Manager Contract List for 10/17/2017

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

D Water Meters

Vendor: Aqua-Metric Sales Company
Type: Amendment
Agreement No.:
Amendment No.: 2
Purchase Order No.: 6490
Begin Date: 08/03/2017
End Date: 06/30/2017
Term: 11 months

Amount to be Approved: \$140,000
Current FY Amount: \$140,000
Total Contract Amount: \$164,579
Funding Source: Water Operating Funds
Vendor Selection Process: Negotiated Contract
of Bids/Proposals/Quotes: 1
Project Manager: Omar Castro
Department: Public Works Department/Water Division
Telephone: 805-276-5194
Email: omar.castro@oxnard.org

Purpose: Staff is requesting authorization to increase Purchase Order (PO) No. 6490 in the amount of \$140,000 for a total amount of \$164,578.58 for the purchase of water meters during Fiscal Year 2017-18.

On September 18, 2017, City staff established PO No. 6490 with Aqua Metric in the amount of \$14,578.58 for the purchase of water meters to supply to developers. An additional \$10,000 was requested to be added for a total amount of \$24,578.58. This request for an additional \$140,000 will allow staff to continue to supply developers and to keep the current system operational until a contract can be executed for the purchase and installation of water meters. The Water Division is in the process of designing a new meter specification to bid in the near future.

The City's meter system is manufactured by Sensus USA, Inc. Aqua Metric is the sole factory authorized representative in the Southern California area for Sensus USA products.

City Manager Contract List for 10/17/2017

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

E Non-Scheduled Repairs to Wastewater and Storm Drain Systems

Vendor: Sam Hill & Sons, Inc
Type: Task Order
Agreement No.: A-7721
Amendment No.: 77
Purchase Order No.: 5237
Begin Date: 07/17/2017
End Date: 07/25/2017
Term: 5 years

Amount to be Approved: \$32,474
Current FY Amount: \$1,800,000
Total Contract Amount: \$3,032,474
Funding Source: Wastewater Collection Operating
Vendor Selection Process: Public Works Bid
of Bids/Proposals/Quotes: 5
Project Manager: Thien Ng
Department: Public Works, Wastewater Division
Telephone: 432-3575
Email: thien.ng@oxnard.org

Purpose: Staff is requesting approval of Task Order No. 77 with Sam Hill & Sons, Inc. (A-7721) in the amount of \$32,474 for work performed on July 17, 2017, for a sewer manhole located at 1230 Saviers Road requiring replacement due to concrete deterioration, pipe separation at manhole connection point, and physical offset. It was urgent this manhole was replaced to allow incoming sewer pipelines to be accessible for cleaning to prevent a sewer blockage or sewer spill.

On March 25, 2014, the City Council approved Non-Scheduled Repairs to Wastewater and Storm Water Systems Project Specification No. 14-12 and authorized staff to conduct a public bid. The public bid was advertised on July 18, 2014 and closed with a public opening on August 20, 2014. City Procurement received five bids. Upon department and procurement staff review of all documentation received, it was determined the bid received from Sam Hill & Sons, Inc. was a responsible and responsive lowest bid. On October 8, 2014 City Council approved Sam Hill & Sons agreement from November 1, 2014 through October 31, 2017.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: October 17, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Ashley Golden
Development Services Director

SUBJECT: Lease for Dolce Vita at Oxnard Transit Center

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

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute a lease in the estimated amount of \$54,830 with Mr. Yong Tae Kwon doing business as Dolce Vita for 5 years beginning October 1, 2017, and ending September 30, 2022, for Suite 107 at the Oxnard Transit Center (OTC) at 201 East Fourth Street (Agreement No. A-7984). The lease has one option for a five-year renewal.

BACKGROUND

Mr. Yong Tae Kwon, doing business as (dba) Dolce Vita, a food and beverage business, will occupy the space currently leased by Trax Snax (Suite 107), the snack and beverage space on the first floor of the OTC. Trax Snax's lease has expired and the business continues with a month-to-month tenancy (Agreement No. 6672-14-CM). Trax Snax has been a tenant since 1998. Trax Snax notified the City on August 7 that the owner is retiring. The son, Mr. Kwon, of the Trax Snax owner (Mrs. Soon Cha Kwon) will take over the space and change the name of the business.

The proposed lease continues the rental rate charged to Trax Snax (\$1.90 per square foot of space, adjusted annually), but Dolce Vita is leasing a slightly larger area and will pay a higher rent and utility amount. This is the only food and beverage space in the building. Rental rates at

Lease for Dolce Vita at Oxnard Transit Center
 October 17, 2017
 Page 2

the OTC vary due to the different uses in the spaces as well as the varying time periods of the current leases. Trax Snax recently installed new fixtures and upgraded the operation into a fresher, more appealing space with a wider variety of foods and beverages to appeal to travelers and visitors. Dolce Vita would retain the new fixtures and offer a menu created by Trax Snax. The City moved forward with negotiating the subject lease with Mr. Kwon to continue with a long term tenant who is familiar with the current operation and motivated to improve the services and appearance of the tenant space.

City Council Ordinance No. 2520 authorizes the city manager or purchasing agent to approve the rental or lease of city-owned property for not more than three years or \$50,000 per year. Actions on rental or lease of city-owned property for more than three years or more than \$50,000 per year are presented to the City Council for approval. The ordinance specifically mentions leases at the Oxnard Transportation Center.

The terms of the lease for the 397 square feet of space in Suite 107 and adjacent lobby are:

1. Five year term from October 2017 to September 2022.
2. Rent increases annually of 2% until September 30, 2019.
3. On October 1, 2019, rent is increased based on the Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles-Riverside-Orange County California area published by the United States Department of Labor, Bureau of Labor Statistics for each new 12 month period provided, however, that no annual increase will be greater than three percent (3%). The CPI-U for the Los Angeles-Riverside-Orange County, CA. metropolitan area is comprised of Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties in the State of California.
4. The utility share is 15% of the base rent.

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 lease would generate leasing revenue to the OTC operating budget. Revenue for rent is estimated not to exceed \$54,830 over five years, including the tenant's utilities share. Dolce Vita would pay a refundable deposit of \$755 (equal to a maximum of one month's rent) that increases with the annual change in rent. The funds would be used for on-going operations at the OTC (Fund 213). Future lease revenues will be included in the recommended budget of the respective

Lease for Dolce Vita at Oxnard Transit Center
October 17, 2017
Page 3

fiscal years to the TDA Transportation Fund 213 (Account no. 213-3110-557.74-41).

ATTACHMENTS:

Attachment A - Lease A-7894

LEASE

This Lease ("Lease") is made as of _____ day of _____, 2017, by and between the CITY OF OXNARD, ("Landlord") and Mr. Yong Tae Kwon, dba: Dolce Vita, ("Tenant"). Each of Landlord and Tenant are sometimes hereinafter referred to as a "Party" and collectively as the "Parties."

1. Leased Premises

Landlord hereby leases to Tenant, and Tenant hires from Landlord for the term, at the rental, and pursuant to the covenants, provisions and conditions set forth herein, that certain space (the "Leased Premises") situated Suite 107, 201 E. Fourth Street in the Oxnard Transit Center ("Building"). The Leased Premises are outlined and depicted in Exhibit "A" attached hereto and incorporated by this reference in full herein.

2. Term

2.1 Term. The term of this Lease ("Term") shall commence on October 1, 2017 (the "Commencement Date") and shall expire on September 30, 2022 (the "Expiration Date"), subject to earlier termination as provided herein.

3. Rent

3.1 Base Rent. During the Term, Tenant agrees to pay Landlord as "Base Rent" for the Leased Premises, the sum of seven hundred fifty four dollars and thirty cents (\$754.30) per month (subject to adjustment as hereinafter provided) (equal to \$1.90 per square foot). The Base Rent shall be due and payable to the Landlord on the first day of each and every calendar month during the Term. Base Rent for the first month of the Term, or portion thereof, shall be paid concurrent with the execution of this Lease. If the Commencement Date is not the first day of a calendar month, or if the Term ends on a day other than the last day of a calendar month, then the rental for such partial month(s) shall be prorated based on a 30-day month.

3.2 Annual Adjustment of Base Rent. The Base Rent shall be increased every twelve (12) months after the Commencement Date ("Adjustment Date(s)") during the Term in an amount equal to two percent (2%) for each new twelve (12) month period until September 30, 2019. Beginning on October 1, 2019, the Base Rent shall be increased during the Term in an amount equal to the Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles-Riverside-Orange County California area published by the United States Department of Labor, Bureau of Labor Statistics for each new twelve (12) month period provided, however, that no annual increase will be greater than three percent (3%).

3.3 Additional Rent. All amounts due from Tenant to Landlord under this Lease other than Base Rent shall constitute "Additional Rent." The Base Rent and Additional Rent are sometimes collectively referred to hereinafter as "Rent." Rent shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America, which shall be legal tender

at the time of payment, at the office of Landlord or to such other person or at such other place as Landlord may from time to time designate in writing.

3.4 Interest; Late Charges. All amounts due and unpaid under this Lease shall accrue interest from the date due until paid at the lesser of the prime or reference rate charged by the Bank of America, N.A. plus three percent (3%) or the highest rate permitted by law (the "Default Rate"). It is also agreed between the Parties that if any installment of Base Rent shall be due hereunder and unpaid as of the fifth (5th) day of any month, a five percent (5%) late/administrative charge shall be immediately added to the amount owing and shall also be due and payable, the Parties recognizing that they cannot establish with certainty the damage and additional administrative expense Landlord will suffer in the event Tenant fails to pay such amount when due and the Parties agreeing that such late charge represents the reasonable estimate of the Parties as to the amount of such damage and additional administrative expense.

INITIAL

Tenant: WIC Landlord: [Signature]

3.5 Additional Expenses Payable by Tenant. Tenant shall pay a reasonable charge determined by Landlord for any use of utilities or services in excess of utilities or services customarily provided for Tenant or in addition to those set out in Section 10, which Section covers normal utility charges. Tenant shall pay for any additional or unusual janitorial or security guard services required by reason of Tenant's use of the Premise or by reason of improvements in the Premises other than improvements made by Landlord.

4. Security Deposit

Concurrent with the execution of this Lease, Tenant shall deposit with Landlord seven hundred fifty five dollars (\$755.00) as a security deposit for the performance by Tenant of the provisions of this Lease. Tenant shall deposit with the Landlord additional security deposit with each increase in Base Rent to equal one month of the adjustment to the Base Rent. If Tenant is in default under this Lease, Landlord may use the security deposit, or any portion of it, to cure the default or to compensate Landlord for all damage sustained by Landlord resulting from such default. Tenant shall immediately on demand pay to Landlord a sum equal to the portion of the security deposit expended or applied by Landlord as provided in this Section so as to maintain the security deposit in the sum initially deposited with Landlord. If Tenant is not in default and has vacated the Leased Premises by the Expiration Date, Landlord shall return the security deposit to Tenant. Landlord's obligations with respect to the security deposit are those of a debtor and not a trustee. Landlord may maintain the security deposit separate and apart from Landlord's general funds or can commingle the security deposit with Landlord's general and other funds. Landlord shall not be required to pay Tenant interest on the security deposit.

5. Delivery and Condition of Leased Premises

5.1 Landlord shall deliver physical possession of the Leased Premises to Tenant upon the execution of this Lease by both Parties. Tenant hereby accepts the Leased Premises in its existing "AS IS" condition as of the date hereof subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing the use of the Leased Premises, and any easements, licenses, covenants, conditions or restrictions of record, including without limitation any Declaration of Covenants, Conditions and Restrictions, executed by Landlord, and accepts this Lease subject thereto and subject to all matters disclosed thereby.

5.2 Tenant acknowledges that Landlord has not made any representation or warranty whatsoever as to the condition of the Leased Premises including, but not limited to, the condition of the existing building or the electrical, plumbing, fire sprinkler pressure (if there are any fire sprinklers), lighting, air conditioning and heating therein, or the present or future suitability of the Leased Premises for the conduct of Tenant's business.

5.3 Landlord shall not be liable for any latent or patent defects in or about the Leased Premises. Tenant hereby waives all other express or implied warranties or representations regarding any latent or patent defects in the Leased Premises.

5.4 Tenant shall, upon taking possession of the Leased Premises, and with Landlord's prior written approval, prepare plans ("Plans") and obtain all necessary permits for, and commence construction upon the Leased Premises of, any and all improvements necessary to open and operate Tenant's business (the "Improvements").

6. Use of Leased Premises

6.1 Limitation on Use. Tenant shall use the Leased Premises solely for sale of snacks and beverages but not alcoholic beverages. The operation of a restaurant and snack bar, including the display and sale of such related products as newspapers, magazines and other reading material, is permitted, provided however that Tenant understands and hereby acknowledges to Landlord that the Premises do not include restaurant type cooking facilities, and accordingly Tenant will refrain from cooking its food products and will merely heat and/or warm products that do not require a stove, range, or standard oven. At Landlord's request, Tenant will review with Landlord the menu of food, snack, and publications being offered to the public from the Leased Premises. The sale of sexually explicit publications is not permitted.

6.2 Tenant's Operation of Business. Tenant shall continuously and uninterruptedly during the entire Lease Term:

6.2.1 At a minimum, remain open for business during usual business hours Monday through Friday, except customary federal and state holidays;

6.2.2 Adequately staff its business with sufficient employees;

6.2.3 Conduct Tenant's business at all times in a first-class manner consistent with reputable business standards and practices, in good faith and in such a manner that the high reputation of the Landlord and the Premises is maintained; and

6.2.4 Warehouse, store or stock only such items as Tenant requires to conduct its business.

6.3 Anti-discrimination and Equal Opportunity. Tenant shall, throughout the Term, comply with the provisions set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

6.4 Prohibited Uses; Alterations. Tenant shall not do or permit anything to be done in or about the Leased Premises that in any way increases the existing rate of any fire or other insurance on the Building or any of its contents, or that causes a cancellation of any insurance policy covering the Building, the Leased Premises or any part of them or any of the contents thereof, or which constitutes an activity specifically excluded from the Landlord's insurance policy or any insurance Tenant is required by Landlord to obtain, which policies are described in Section 8 of this Lease. Tenant shall not commit or cause to be committed any nuisance or waste in or on the Leased Premises or permit anything to be done in or about the Leased Premises that will in any way conflict with the CC&Rs or any law, statute, ordinance or governmental rule or regulation now in force or hereafter in force. Tenant shall not display, store, or sell merchandise or allow carts, portable signs, devices or any other objects to be stored or to remain outside the exterior walls and permanent doorways of the Leased Premises without Landlord's prior written consent. Tenant shall not, without the prior written consent of Landlord, sell merchandise from vending machines or allow any coin operated vending or gaming machines on the Leased Premises. Except as otherwise provided herein, Tenant shall not make or cause to be made any alterations, repairs, additions or improvements to any part of the Leased Premises, without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion.

7. Insurance

Tenant shall deliver to the Landlord copies of policies of insurance and certificates evidencing the existence and amounts of the insurance described herein below with loss payable clauses and additional insured endorsements in favor of Landlord and cross-liability endorsements. Each policy shall provide that such policy shall not be cancelable or subject to reduction of coverage or other modification during the Term except after thirty (30) days prior written notice to Landlord. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies, qualified to do business in the State of California and reasonably acceptable to Landlord. All public liability and property damage policies shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, and employees by reason of the negligence of Tenant. All public liability, property damages and other casualty policies shall be written as primary policies, not contributing with, and not in excess of coverage which Landlord may carry. Executed copies of all policies, or certificates evidencing the existence and amounts of such insurance, shall be delivered to Landlord by Tenant no later than ten (10) days after Commencement Date, and thereafter, executed copies of renewal policies or certificates thereof shall be delivered to Landlord thirty (30) days prior to the expiration of any such policy. In the event Tenant fails to maintain any of the insurance set forth herein below,

Landlord may, but shall not be required to, obtain such insurance on behalf of Tenant and, in such event, Tenant shall reimburse Landlord as Additional Rent and immediately on demand, for the cost incurred by Landlord together with interest on such cost at the Default Rate from the date the cost is incurred by Landlord to the date same is reimbursed to Landlord by Tenant. Tenant shall, at Tenant's sole expense, obtain and keep in force during the Term, the following coverages:

7.1 **Liability Insurance.** A liability insurance policy insuring Landlord and Tenant against any liability for bodily injury and property damage arising out of the ownership, use, occupancy or maintenance of the Leased Premises, Building, and/or the Premises by Tenant, its guests and/or invitees. Such insurance shall be a combined single limit policy in an amount not less than \$1,000,000.00 per occurrence. The policy shall insure performance by Tenant of the indemnity provisions of Section 13. The limits of said insurance shall not, however, limit the liability of Tenant hereunder;

7.2 **Insurance of Improvements and Contents.** A policy or policies of insurance against damage (by fire, theft, vandalism, malicious mischief, all risks normally insured against by extended coverage, and if the Building has sprinklers, the added perils of sprinkler leakage and earthquake sprinkler leakage) to the Improvements, any other improvements made to the Leased Premises by Tenant, and Tenant's stock in trade, furniture, personal property, fixtures and equipment on the Leased Premises, with coverage in an amount equal to the actual cash value thereof. Tenant may, with Landlord's prior written consent, elect to have a reasonable deductible in connection with such insurance;

7.3 **Worker's Compensation Insurance.** Tenant shall, during the Term, keep in full force and effect a policy or policies of worker's compensation insurance, with coverage not less than the minimum required by the State of California. Landlord and Tenant hereby waive their rights (and, to the extent permitted by law, the subrogation rights of their respective insurers) against each other and any other tenant of space in the Building (as well as the officers, employees, agents, authorized representatives, and invitees of same) with respect to any claims (including, but not limited to claims for injury to any person(s), and/or damage to the Leased Premises or any other part of the Landlord's Premises, and/or any fixtures, equipment, personal property, furniture, improvements and/or alterations in or to the Leased Premises or the Building) which are caused by or result from risks insured against under any valid and collectible insurance contract or policy carried by Landlord or Tenant (whichever the case may be) and in force at the time of any such injury and/or damage. However, the above waiver shall apply only to the extent that such claim is covered by such insurance contracts or policies. Tenant shall obtain (for Landlord) from its insurer(s) under each policy required to be obtained pursuant to Sections 7.1 and 7.2 above, a waiver of all rights of subrogation which such insurer(s) of Tenant might have against Landlord.

8. Damage

8.1 **Partial Damage-Insured.** In the event the Leased Premises or the Building are damaged by any casualty which is covered under fire and extended coverage insurance carried by Landlord, then Landlord shall restore such damage provided sufficient insurance proceeds are

available to pay for the cost of restoration and provided such restoration can be completed within one hundred and eighty (180) days after the commencement of the work in the opinion of a registered architect or engineer appointed by Landlord. In such event this Lease shall continue in full force and effect, and Tenant shall not be entitled to any abatement or reduction of Rent.

8.2 Partial Damage-Uninsured. In the event the Leased Premises or the Building are damaged by a risk not covered by Landlord's insurance or the proceeds of available insurance are less than the cost of restoration, or if the restoration cannot be completed within one hundred and eighty (180) days after the commencement of work in the opinion of the registered architect or engineer appointed by Landlord, then Landlord shall have the option either to (1) repair or restore such damage, this Lease continuing in full force and effect and Tenant shall not be entitled to any abatement or reduction of Rent, or (2) give notice to Tenant at any time within thirty (30) days after such damage terminating this Lease as of a date to be specified in such notice, which date shall be not less than thirty (30) nor more than sixty (60) days after giving such notice. In the event of the giving of such notice, this Lease shall expire and all interest of Tenant in the Leased Premises shall terminate on such date so specified in such notice and all Rent shall be paid to the date of such termination; provided, however, that Landlord agrees to refund to the Tenant any Base Rent theretofore paid in advance for any period of time subsequent to such date.

8.3 Total Destruction. In the event the Leased Premises are totally destroyed or the Leased Premises cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, this Lease shall be terminated effective the date of the damage.

8.4 Landlord's Obligations. The Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any restoration or replacement of any decorations, partitions, floor covering or any other improvements or property installed in the Leased Premises by Tenant or at the direct or indirect expense of Tenant. Tenant shall be required to restore or replace same in the event of damage. Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair or restoration; nor shall Tenant have the right to terminate this Lease as the result of any statutory provision now or hereafter in effect pertaining to the damage and destruction of the Leased Premises or the Building including Sections 1932(2) and 1933(4) of the Civil Code of the State of California, except as expressly provided herein.

9. Condemnation

If all or any part of the Leased Premises shall be taken or appropriated for public or quasi-public use by right of eminent domain with or without litigation or transferred by agreement in connection with such public or quasi-public use, either Party hereto shall have the right at its option exercisable within thirty (30) days of receipt of notice of such taking to terminate this Lease as of the date possession is taken by the condemning authority; provided, however, that before Tenant may terminate this Lease by reason of taking or appropriation as provided hereinabove, such taking or appropriation shall be of such an extent and nature as to substantially handicap, impede or impair Tenant's use of the Leased Premises. If any part of the Building other than the Leased Premises shall be so taken or appropriated, Landlord shall have

the right at its option to terminate this Lease. No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to Landlord any award which may be made in such taking or condemnation, together with any and all rights of Tenant now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any award made to Tenant for the taking of personal property and fixtures belonging to Tenant and/or for the interruption of or damage to Tenant's business.

10. Utilities and Janitorial Services

10.1. Tenant Responsibilities. Tenant shall pay for its prorata share of all water, gas, heat and electricity services supplied to the Leased Premises, based upon the ratio of the rentable floor area of the Leased Premises as compared to all space which is rented and occupied in the Building. For purposes of implementing the provisions of this Section 10, Landlord and Tenant hereby agree that Tenant shall pay fifteen percent (15%) of Base Rent for all such utility services supplied to the Leased Premises. Tenant shall also pay for Tenant's own telephone service and all other services and/or utilities supplied to the Leased Premises. Notwithstanding the foregoing, Landlord shall not be liable in damages or otherwise for any failure, interruption or unavailability of any utility service being furnished to the Leased Premises and no such failure or interruption shall entitle Tenant to terminate this Lease or receive any abatement of Rent hereunder.

10.2 Landlord Responsibilities. Landlord shall provide janitorial services equivalent to that furnished in comparable office and commercial buildings where full service is provided, which shall consist essentially of a nightly clean-up five (5) days per week (excluding holidays) and window cleaning as reasonably required.

11. Taxes

Tenant shall pay at least ten (10) days before due, and before any fine, penalty, interest or cost shall be charged thereon, directly to the appropriate taxing or other governmental authority, all:

- (i) Real estate and other ad valorem taxes and assessments of every kind and nature levied and assessed upon the Leased Premises and the underlying realty including, but not limited to, possessory interest taxes assessed against the leasehold interest created hereby and general and special assessments, whether foreseen or unforeseen, and
- (ii) Taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation on the Leased Premises, (collectively, "Taxes") and Tenant shall deliver to Landlord copies of receipted bills for such Taxes within fifteen (15) days after receipt of such bills by Tenant.

If any taxes on Tenant's personal property are levied against Landlord or Landlord's property, or if the assessed value of the Building is increased by the inclusion of a

value placed on Tenant's personal property, and if Landlord pays the taxes on any of these items or the taxes based on the increased assessment caused by these items, Tenant, on demand, shall immediately reimburse Landlord for the sum of the taxes levied against Landlord, or the proportion of the taxes resulting from the increase in Landlord's assessment. Landlord shall have the right to pay these taxes regardless of the validity of the levy.

11.1 Possessory Interest Tax: Landlord and Tenant agree that this Lease may create a possessory property interest which is subject to property taxation, in which event that party in whom such interest is vested may be subject to and shall pay such property taxes.

12. Compliance with Laws

Tenant agrees to comply with all applicable zoning, municipal, county and state laws, ordinances and regulations governing the use of the Leased Premises, the CC&R's and any other covenants or restrictions of record. Tenant agrees to secure any federal, state or local licenses or permits required in order to use the Leased Premises for the purposes specified hereinabove. Tenant shall secure such licenses and permits before the Commencement Date of this Lease.

13. Indemnity and Exculpation

13.1 Indemnity. Tenant shall indemnify, defend and hold harmless Landlord, the City of Oxnard (the "City") and the Association (if there is one) and against any and all claims, liabilities, losses, costs, expenses, including without limitation attorneys' fees and costs ("Claims or Liabilities") including without limitation those resulting from theft, vandalism, personal injury, disability or death, and even if caused in whole or in part by the passive negligence of Landlord, its agents, staff or employees (e.g., failure to supervise or control, or warn of or remove a condition on or about the Leased Premises) arising from:

- (i) The condition of the Leased Premises and surrounding areas which are used by Tenant and Tenant's employees, staff, consultants, agents, contractors, suppliers, invitees, guests, patrons, licensees, successors and assigns (collectively, "Tenant's Representatives"),
- (ii) Tenant's and Tenant's Representatives' use of the Leased Premises, Building and/or other areas of the Landlord's Premises including without limitation the construction of the Improvements and any other work performed therein,
- (iii) Any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or
- (iv) The conduct of Tenant's business operated on or about the Leased Premises or any act or negligence of Tenant, or any of Tenant's Representatives, except that Tenant shall not indemnify, defend and hold harmless Landlord from and against any claims to the extent they

result solely from the active negligence or willful misconduct of Landlord or Landlord's agents, staff, employees, consultants, officers, successors and assigns (collectively, "Landlord's Representatives").

In case any action or proceeding be brought against Landlord, the City or the Landlord by reason of any such claim, Tenant, upon notice from any such party, shall defend the same at Tenant's expense by counsel reasonably satisfactory to such party.

Tenant, as a material part of the consideration given to Landlord, hereby (i) assumes all risk of damage to property or injury to persons in, upon or about the Leased Premises arising from any cause including, but not limited to, any theft, vandalism, damage, injury to person or death resulting from the condition of the Leased Premises during the Term hereof but excluding any claims (except for those claims arising from Landlord's alleged failure to supervise or control Tenant's actions or Tenant's use of the Leased Premises) arising from the active negligence or willful misconduct of Landlord, and (ii) waives all claims in respect thereof against Landlord, and the City.

13.2 Exemption of Landlord From Liability. It is hereby agreed that Landlord shall not be liable for any injury or damage which may be sustained by the person, goods, wares, merchandise or property of Tenant, its employees, invitees or customers, or by any other person in or about the Leased Premises caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Leased Premises, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, whether said damage or injury results from conditions arising upon the Leased Premises or from other sources. It is hereby agreed that Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of the Building.

14. Default and Remedies

14.1 Default. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

14.1.1 Any failure by Tenant to pay any Rent at the time said payment is due:

14.1.2 The abandonment or vacation (defined to be ten (10) or more days of continuous absence from the Leased Premises) of the Leased Premises by Tenant;

14.1.3 The failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for fifteen (15) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said fifteen (15) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion;

14.1.4 The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

14.2 Termination. In the event of any such default by Tenant, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such termination. In the event that Landlord shall elect to so terminate this Lease then Landlord may recover from Tenant:

14.2.1 The worth at the time of award of any unpaid Rent which had been earned at the time of such termination; plus

14.2.2 The worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

14.2.3 The worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

14.2.4 Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform his obligations under this Lease or which in the ordinary course of events would be likely to result therefrom; plus

14.2.5 At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

As used in subparagraphs 14.2.1 and 14.2.2 above, the "worth at the time of award" is computed by allowing interest at the Default Rate. As used in subparagraph 14.2.3 above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

14.3 Additional Remedies

14.3.1 In the event of the vacation or abandonment of the Leased Premises by Tenant (as defined in Section 14.1.2 above), and if Landlord does not elect to terminate this Lease and Tenant's right to possession of the Leased Premises by electing the remedy provided in Section 14.2 above, then Landlord may, pursuant to Section 1951.4 of the Civil Code of the State of California, recover all Rent as it becomes due.

14.3.2 Landlord entry into the Leased Premises for maintenance purposes or in an attempt to relet the Leased Premises shall not be considered to terminate Tenant's right to possession of the Leased Premises and no entry of the Leased Premises by Landlord shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Landlord may at any time after any default by Tenant elect to terminate this Lease pursuant to Section 14.2 above.

14.3.3 The rights of Landlord under this Lease shall be cumulative to all other rights or remedies now or hereafter available to Landlord at law or in equity.

15. Maintenance

15.1 Landlord's Obligation. Landlord shall maintain in good order, condition and repair all portions of the Building not the obligation of Tenant or any other tenant in the Building to maintain and repair, such as Common Areas, except for any repair necessitated by the wrongful act of Tenant or any of Tenant's Representatives.

15.2 Tenant's Obligations. Tenant, at its sole cost and expense, shall keep, maintain and, if necessary, repair all portions of the Leased Premises as well as all improvements on the Leased Premises and all facilities appurtenant to the Leased Premises in good order and repair and in a safe and clean condition, including without limitation the interior surface of exterior walls, windows, window frames, doors, door frames, locks, plate or other glass, floor covering, interior ceiling and walls, all electrical equipment, all heating, ventilation, exhaust, make-up and air conditioning equipment, all plumbing, sewage and sprinkler systems, if any, and all other equipment installed in or located outside of the Leased Premises but otherwise exclusively serving the Leased Premises. In the event Tenant fails to make repairs and/or maintain the Leased Premises or any part thereof in good order, condition and repair, Landlord may give Tenant ten (10) days notice to do such acts as are reasonably required to so repair or maintain the Leased Premises. In the event Tenant fails to promptly commence such work within said ten (10) day period and diligently prosecute same to completion, then Landlord shall have the right, but not the obligation, to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended, together with interest thereon at the Default Rate from the date of payment by Landlord until the date of repayment by Tenant shall be paid by Tenant as Additional Rent hereunder. Landlord may, but shall not be required to, recover such expenditures from the security deposit established pursuant to Section 4 of this Lease. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Leased Premises by Tenant as a result of performing any such work. In the event of emergency repairs, Tenant hereby grants to Landlord the right to enter upon the Leased Premises at any time.

15.3 Maintenance of Glass. Notwithstanding anything which may be or appear to be herein to the contrary, Tenant shall, at its own cost and expense, repair and replace any plate or other glass in any window on the Leased Premises that is broken for any reason. Should Tenant fail to repair or replace any broken glass within two (2) days after same is broken, Landlord may, without notice to Tenant, replace or repair such glass and Tenant shall immediately reimburse

Landlord as Additional Rent for the cost thereof together with interest on such cost at the Default Rate from the date the cost is incurred by Landlord to the date same is reimbursed to Landlord by Tenant.

15.4 Waiver by Tenant. Landlord shall have no obligation to repair or maintain the Leased Premises or improvements constructed therein except as provided in this Lease. Tenant hereby waives all right to make repairs at the expense of Landlord as provided for in any statute or law in effect at the time of execution of this Lease (including Section 1942 of the Civil Code of the State of California) or any amendment thereof or any other statute or law which may be hereafter enacted during the term of this Lease.

16. Landlord's Right of Entry

Tenant shall permit Landlord or Landlord's Representatives to enter the Leased Premises at all reasonable times for the purpose of inspecting the Leased Premises to determine whether Tenant is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect Landlord's interest in the Leased Premises under this Lease or to perform Landlord's duties under this Lease. Landlord also reserves and shall at any and all times have the right to enter the Leased Premises in connection with any utilities to be provided by Landlord to Tenant hereunder, to submit said Leased Premises to inspection by prospective purchasers or tenants or prospective or existing mortgagees, to post notices of non-responsibility and "for lease" signs, and to alter, improve or repair the Leased Premises and any portion of the Building without abatement of rent. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Leased Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Leased Premises, excluding Tenant's vaults and safes, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, the existence of which shall be determined by Landlord in its sole discretion, in order to obtain entry to the Leased Premises. Any entry to the Leased Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction of Tenant from the Leased Premises or any portion thereof.

17. Transfers

17.1 Assignment and Subletting. Tenant shall not voluntarily or by operation of law assign, license, franchise, transfer, mortgage or otherwise encumber all or any part of Tenant's interest in this Lease or in the Leased Premises, and shall not sublet, franchise, or license all or any part of the Leased Premises, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld, and any attempted assignment, license, franchise, transfer, mortgage, encumbrance or subletting without such consent shall be wholly void. Without in any way limiting Landlord's right to refuse to give such consent for any other reason or reasons, Landlord reserves the right to refuse to give such consent if in Landlord's discretion and opinion the quality or character of the business operation conducted on the Leased Premises or throughout any other portion of the Building is or may be in any way adversely affected during the term of the

Lease by such proposed assignment, license, franchise, transfer, mortgage, encumbrance or subletting, or if the financial worth, capability and/or liquidity of the proposed new tenant is less than that of Tenant at the time of the execution of this Lease or if the proposed new tenant has less experience in operating a business of the specific type as Tenant's than does Tenant.

17.2 Bankruptcy. In the event that Tenant files any type of petition in bankruptcy or has same filed against it and Landlord does not elect to terminate this Lease or is deemed to have waived its right to terminate this Lease, and in the event that the trustee or receiver appointed by the bankruptcy court attempts to assume this Lease and thereupon or otherwise assign it to a third party, then:

- (i) Such assignee shall have a net worth at least equal to that of the Tenant at the time of execution of this Lease,
- (ii) The business of the assuming third party shall be consistent with the character and concept of the Project, and
- (iii) All other provisions of 11 U.S.C. 365, as well as other applicable Bankruptcy Law provisions for Landlord's protection, shall be satisfied before any assignment of Tenant's rights, or assumption of Tenant's obligations under this Lease. This subparagraph shall not be deemed to waive any of Landlord's rights under Bankruptcy Law or otherwise.

17.3 Management. In the event Tenant fails to exercise such management and control of the business hereunder permitted to be conducted in the Leased Premises, as is ordinarily exercised by an owner of such a business, then Landlord shall have the right to approve the manager, franchisee, independent contractor, employee or other person or entity selected by Tenant to operate and conduct such business on the Leased Premises. The preceding sentence shall not be deemed to restrict Tenant from delegating day to day management of the Tenant's business, or taking vacations, but shall restrict Tenant from surrendering authority for setting general policy and business practices of the business. If Tenant makes such restricted selection or appointment without first securing Landlord's consent thereto, then Landlord, upon thirty (30) days' written notice to Tenant, shall have the right to terminate this Lease. Landlord shall not unreasonably withhold such consent.

17.4 Effect of Assignment. No approved subletting or assignment shall relieve Tenant of its obligation to pay all Rent and to perform all of the other obligations to be performed by Tenant hereunder. Tenant shall pay Landlord for Landlord's attorneys' fees for the review of any proposed assignment or sublease as provided herein. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting or other transfer.

18. Rules and Regulations

Tenant and its employees, agents and visitors shall observe faithfully the Rules and Regulations as set forth in Exhibit "C" attached hereto and incorporated by this reference in full herein, and such other and further reasonable Rules and Regulations as Landlord may from time to time adopt. Landlord shall not be liable for violation of any Rules and Regulations or the breach of any provision of any lease by any other tenant or other party in the Landlord's premises.

19. Attorneys' Fees

In case of any action or proceeding brought by either Party against the other under this Lease, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs incurred.

20. Notices

All communications, notices and demands of any kind that either Party may be required or desires to give to or serve on the other Party shall be made in writing and delivered personally or sent by registered or certified mail or Federal Express (or other like overnight delivery service) to the following addresses:

To Landlord: City of Oxnard, Development Services Department

ATTN: Director

214 South C Street

Oxnard, CA 93030

With a copy to: City Attorney's Office

305 West Third Street

Oxnard, CA 93030

Tenant: Mr. Yong Tae Kwon

dba Dolce Vita

201 E. Fourth Street, Suite 107

Oxnard, CA 93030

Any such notice shall be presumed to have been received on the earlier of:

- (i) Personal delivery to the address(es) shown above,
- (ii) One (1) day after delivery to Federal Express or other like overnight delivery service, or

- (iii) Forty-eight (48) hours after posting in the United States mail. Either Party may change its address by giving the other Party written notice of its new address.

21. Subordination; Attornment

21.1 Upon request of Landlord or any mortgagee or beneficiary of Landlord, Tenant shall, in a writing provided by Landlord or any mortgagee or beneficiary of Landlord, subordinate its rights hereunder to the lien of any mortgage or deed of trust or ground lease ("Mortgage"), now or hereafter in force against the land, Leased Premises and Building, and to all advances made or hereafter to be made upon the security thereof, provided that such Mortgage shall not materially impair Tenant's rights under this Lease, or impose any additional obligations upon Tenant. Tenant further agrees, upon request of Landlord or any mortgagee or beneficiary of Landlord, to provide to Landlord and/or any such mortgagee or beneficiary, financial statements of Tenant and the principal owners of Tenant within ten (10) days after request therefor.

21.2 In the event any proceedings are brought for the foreclosure of any mortgage or deed of trust encumbering the Building, or any portion thereof, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Leased Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the landlord under this Lease.

21.3 The provisions of this Section 21 to the contrary notwithstanding, and so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof.

22. Surrender

By entry hereunder, Tenant accepts the premises as being in good and sanitary order, condition and repair and agrees on the last day of the said Term, or sooner termination of this Lease, to surrender unto Landlord the Leased Premises with said appurtenances in the same condition as when received, reasonable use and wear excepted, and to remove all of the Tenant's personal property from the Leased Premises. Tenant shall, upon the request of Landlord, remove from the Leased Premises those trade fixtures and other improvements identified by Landlord and installed in the Leased Premises by or at the direction of Tenant, and Tenant shall repair any damage occasioned by such removal.

23. Holding Over

If Tenant, with Landlord's express written consent, remains in possession of the Leased Premises after expiration of this Lease, such possession by Tenant shall be deemed to be a tenancy from month-to-month at a Base Rent determined in accordance with Sections 3.1 and 3.2 above (with the commencement date of such tenancy constituting an Adjustment Date) and upon all provisions of this Lease applicable to such a month-to-month tenancy. If Tenant remains in possession of the Leased Premises after expiration or earlier termination of this Lease

without the express written consent of Landlord, such possession by Tenant shall be deemed a tenancy at sufferance at a rental rate of three hundred percent (300%) of the rental rate in effect as of such expiration or earlier termination.

24. Estoppel Certificate

Within ten (10) days after request by Landlord (which request may be from time to time as often as reasonably required by Landlord), Tenant shall execute and deliver to Landlord a statement substantially in the form of Exhibit "D", attached hereto. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrances, of the Leased Premises or of all or any portion of the Building of which the Leased Premises are a part. Tenant's failure to deliver such statement within ten (10) days of Landlord's written request therefor shall be a binding agreement of Tenant:

- (i) That this Lease is in full force and effect without modification except as may be represented by Landlord,
- (ii) That there are no uncured defaults in Landlord's performance hereunder, and
- (iii) That not more than one monthly installment of Base Rent has been paid in advance.

Further, such failure to deliver such certificate (showing any exceptions to any of the statements of fact required thereby) shall be a material default under this Lease.

25. Binding on Successors and Assigns

Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition. The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the Parties, their heirs, personal representatives, and permitted successors and assigns.

26. Waivers

No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provisions. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No term, covenant or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord.

27. Entire Agreement; Amendments

There are no oral or written agreements or representations between the Parties affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, representations, agreements and understandings, if any, between the Parties with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. All reliance by either Party with respect to representations and warranties shall be solely upon the representations and agreements contained in this Lease. No amendment or addition to this Lease shall be binding upon the Parties unless in writing, signed and delivered by the Party to be charged.

28. Time

Time is of the essence of this Lease.

29. No Broker

Tenant represents and warrants that it has dealt with no real estate brokers, leasing agents or finders in connection with or arising out of any of the transactions contemplated by this Lease, and covenants and agrees to indemnify, defend and save Landlord harmless from any and all losses, liability, damages and expenses (including reasonable attorneys' fees and costs), that may arise from a breach of this representation and warranty.

30. Severability

If any provisions of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. It is the intention of the Parties that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

31. Applicable Law

The laws of the State of California shall govern the validity, performance and enforcement of this Lease. This Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

32. Corporate Tenant; Partnership

In the event Tenant (or a general partner of Tenant) shall be a corporation, the persons executing this Lease on behalf of such corporation hereby covenant, represent and warrant that such corporation is a duly constituted corporation in good standing and qualified to do business in the State of California; all franchise and corporate taxes have been paid to date; all future forms, reports, fees and other documents necessary to comply with applicable laws will be filed when due; and such persons are duly authorized by the governing body of such corporation to execute and deliver this Lease on behalf of the corporation. In the event Tenant is a

partnership, the persons executing this Lease on behalf of Tenant hereby represent and warrant that Tenant is duly organized and validly existing and is qualified to do business in the State of California; all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; and such persons are authorized to execute and deliver this Lease on behalf of the partnership.

33. Waiver of Redemption Rights

Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Leased Premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise. The rights given to Landlord herein are in addition to any rights that may be given to Landlord by any statute or otherwise.

34. No Reservation or Option

The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, and this Lease shall become effective as a lease only upon execution thereof by Landlord and Tenant.

35. 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.

36. Captions

The captions of the paragraphs of this Lease or any Exhibits or Riders attached hereto are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease.

37. Signs

Tenant shall not erect or install any signs or advertising media or window or door lettering or placards without Landlord's prior written consent. All signs erected by Tenant shall conform to the Sign Standards if any, set forth in the Rules and Regulations, or as approved by Landlord in any specific addendum to Lease, and as are consistent with said existing signage. Tenant shall not install any exterior lighting or plumbing fixtures, shades or awnings, or make any exterior decoration or painting, or build any fences, or install any radio or television antennae, loud speakers, sound amplifiers or similar devices on the roof or exterior walls of the Leased Premises, or make any changes to the business front without Landlord's prior written consent. Use of roof is reserved to Landlord. Tenant shall have the responsibility to keep any

installed signage in a first class condition, normal wear and tear excepted. Installation of signage is subject to approval by the City's Development Services Director or designee.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first written above.

[Signatures on next page]

LANDLORD:**TENANT:**

CITY OF OXNARD

Tim Flynn, Mayor_____
DateBy 
Yong Tae Kwon

Its _____

ATTEST:

Michelle Ascencion, City Clerk_____
Date

APPROVED AS TO FORM:


Stephen M. Fischer, City Attorney9/7/17

Date

APPROVED AS TO CONTENT:


Ashley Golden, Director
Development Services Department8/29/17

Date

APPROVED AS TO INSURANCE:

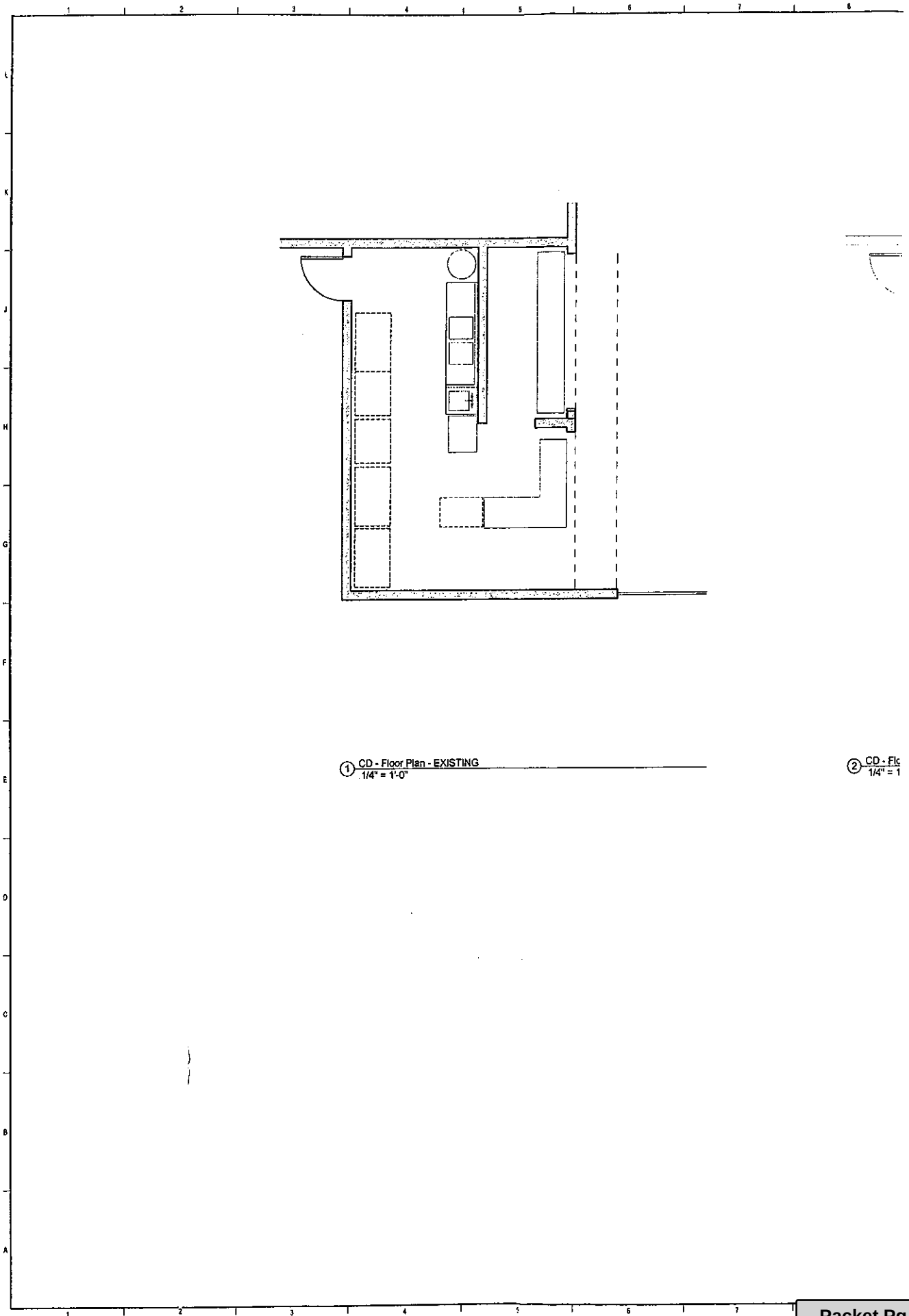

Mike More, Risk Manager9/26/17

Date

LEASE for DOLCE VITA

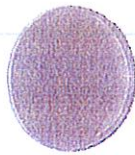
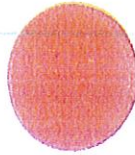
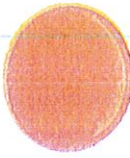
Exhibit "A"**PREMISES**

1. Rentable square footage: 353 sq. ft.
2. Area of Leased Premises: 397 sq. ft. divided as follows: 353 square feet in Suite 107, and 44 sq. ft. in lobby as identified in Floor Plan.
3. Tenant's Percentage of Building: 5.2%
4. Use of Premises: Food and beverage sales
5. Normal Business Hours: 6:00 a.m. to 10:00 p.m. every day
6. Floor Plan attached.

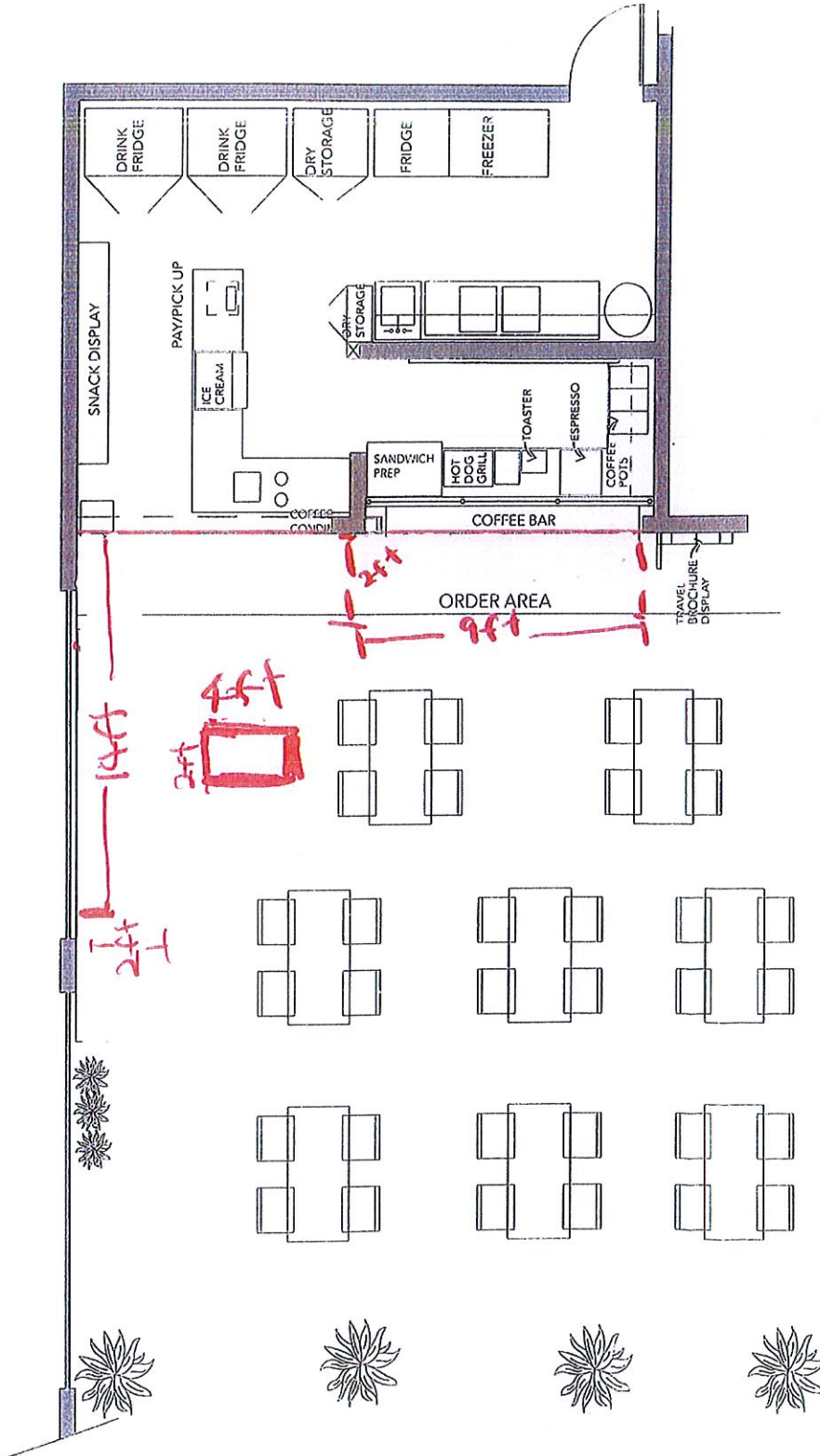


① CD - Floor Plan - EXISTING
1/4" = 1'-0"

② CD - Flc
1/4" = 1'



DESIGN FLOOR PLAN



18 sqft
8 sqft
28 sqft

44 sqft

DESIGN FLOOR PLAN

Scale: 1/4" = 1'-0"

Exhibit "B"

ANTI-DISCRIMINATION AND EQUAL OPPORTUNITY

Tenant, for itself, its successors and assigns and all persons claiming under or through it, covenants that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Leased Premises, nor shall Tenant or any person claiming under or through it, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, licensees, employees or vendees in the Leased Premises or the improvements thereon. The foregoing covenants shall run with the land.

Tenant, for itself, its successors and assigns and all persons claiming under or through it, covenants that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the construction of any improvements on the Leased Premises.

The Tenant shall refrain from restricting the rental or lease of the Leased Premises on the basis of race, color, creed, religion, sex, marital status, ancestry or national origin of any person. All leases, deeds or contracts which Tenant proposes to enter into with respect to the lease, sublease, transfer, use, occupancy, tenure or enjoyment of any land in the Leased Premises shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses which shall be binding on all contracting parties or transferees:

(a) In leases:

"The tenant herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the leasing, sub-leasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased, nor shall the tenant himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein leased."

(b) In contracts:

"There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall any party to this contract, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land."

Exhibit “C”
Rules and Regulations

RULES AND REGULATIONS

THESE RULES AND REGULATIONS are published by the CITY OF OXNARD ("Landlord") for the OXNARD TRANSPORTATION CENTER ("OTC") for the purpose of regulating the department of the occupants and the use of the OTC necessary or convenient for the property operation, maintenance and care of the OTC. The term "OTC" shall include all present and future buildings or structures and the parking lots, ramps, platforms and docks and other areas and improvements included within the OTC. The term "Tenants" shall refer to the tenants or other occupants of the OTC. The term "Premises" shall refer to that portion of the OTC rented to Tenants.

Landlord reserves the right at any time to rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in the Landlord's judgment may from time to time be necessary for the safety, care and cleanliness of the OTC, and for the preservation or order therein. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular Tenant or Tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other Tenant or Tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulation against any or all of the Tenants. These Rules and Regulations are in addition to and shall not be construed to in any way modify, alter or amend, in whole or in part, the covenants, agreements, terms and conditions of any Lease affecting the OTC or any portion thereof.

1. All areas of the OTC other than those under lease to Tenants, including public halls, lobbies and stairs, shall be under the sole and absolute control of Landlord, its agents or employees who shall have the exclusive right to regulate and control these areas. The sidewalks, halls, passages, exits, entrances, elevator, malls, escalators and stairways of the OTC shall not be obstructed by any of the Tenants, or used by them for any purpose other than for ingress to and egress from any Premises. Landlord and/or its agents or employees reserve the right to exclude or expel from the OTC any person who, in the judgment of the Landlord and/or its agents or employees is intoxicated or under the influence of liquor or drugs, or who shall in any manner act in violation of any of the Rules and Regulations of the OTC. Tenants and other persons may not go upon the roof of the structures of the OTC.

2. Landlord, its agents or employees reserve the right to exclude from the main building of the OTC persons who do not present a pass or other identification acceptable to Landlord and/or its agents or employees. If passes are required, Landlord will furnish passes to persons for whom any Tenant requests a pass. Each Tenant shall be responsible for all persons for whom it requests passes or requests admission to the main building of the OTC, and Tenant shall be liable to Landlord for all acts of such persons. Landlord shall not be liable for damages for any error with regard to the admission or exclusion from the OTC of any person. In the case of invasion, mob, riot, public excitement, or other circumstances rendering such action advisable in Landlord's (and/or its agents or employee) sole and absolute discretion, Landlord and/or its agents or employees reserve the right to prevent access to the OTC during the continuance thereof of such actions as Landlord and/or its agents or employees may deem appropriate, including closing and locking doors.

3. Landlord retains absolute control over the exterior appearance of the OTC and the exterior appearance of any Premises as viewed from the exterior of the Premises or the OTC, public halls or passageways, and Tenants shall not, without Landlord's prior written consent, install or permit to be installed any lighting, paintings, drapes, blinds, shades, signs, lettering, placards, decorations or advertising media of any type which can be viewed from the exterior of the OTC, public halls or passageways. If any Tenant obtains permission and installs any of the above items, such Tenant shall not make any charges, alterations or modifications to said installed items without prior written consent of Landlord, and such Tenant shall maintain such items at its expense in a neat and orderly manner at all times.

4. The directory of the OTC will be provided for the display of the name and location of Tenant and its principal officers and Landlord may exclude any other names from the directory.

5. In the event any Tenant fails to keep and perform any of the terms and conditions hereof, notwithstanding any provision to the contrary in the Lease, immediately upon written notice of default from Landlord, Landlord may restore any Premises or OTC to its original condition, and such Tenant shall reimburse Landlord upon demand for such cost of restoration. Landlord may demand that such Tenant immediately restore the Premises or OTC to its original condition. Such a default shall constitute a default under such Tenant's lease and Landlord may resort to any and all legal remedies which Landlord may desire to assert.

6. When any electric wiring is introduced into the structures of the OTC, it must be connected as directed by the Landlord and/or its agents and employees, and no boring or cutting of wires will be allowed without the consent of the Landlord. The location of telephones and/or telephone control stations, telegraph instruments, computer and/or word processing equipment, telegraph instruments, electric appliances, call boxes, and similar instruments shall be prescribed by the Landlord, its agents or employees. No apparatus of any kind, other than normal small office machines and equipment, shall be connected to the electrical system of the OTC without the written consent of Landlord.

7. Tenants shall not mark, paint, drill into any part of the Premises or the OTC without the prior written consent of Landlord. Tenants shall not string wires or use extension cords without the prior written consent of Landlord.

8. Tenants shall not do anything in the OTC, or bring or keep anything therein or thereon, which will in any way increase or tend to increase the risk of fire, or which shall conflict with the regulations of the Fire Department or the fire laws, or with any insurance policy on the OTC or any part thereof, or with any rules or ordinances established by any other governmental agency.

9. Tenant shall be responsible for protecting any property located on or about the Premises.

10. Landlord shall prescribe the weight, size and position of all safes, libraries, etc., used in the OTC. Any heavy load must be checked by Landlord's structural engineer at Tenant cost. Extreme conditions may require redistribution or added structural reinforcing. All damage done to the OTC by installing, removing or maintaining such heavy load shall be repaired at the expense of the

Tenant in whose Premises such heavy load is located. Articles of unusual size or weight are not permitted in the OTC. Tenants shall not use any machinery which may cause any objectionable noise or tremor to the floors or walls or which by its weight might injure the floors of the OTC.

11. Tenants shall not conduct any auction in OTC, shall not store goods, wares or merchandise on their Premises except for Tenant's own personal use, and shall not manufacture any item on their Premises.

12. All freight, miscellaneous large deliveries and furniture must be moved into, within, and out of the OTC under the supervision of Landlord's agents and/or employees and according to such regulations as may be posted in the office of the OTC, but the Landlord will not be responsible for the loss or damage of such freight, etc., from any cause.

13. The requirements of any Tenants will be attended to only upon application to the Manager of the OTC, duly appointed to that position by Landlord. Employees and/or agents of Landlord shall not perform any work, nor do anything beyond their regular duties unless under special instruction from the Manager of the OTC, and employees and/or agents of Landlord will not be obligated to admit any person (Tenants or otherwise) to any office/establishment, etc., without specific instructions from the Manager of the OTC.

14. All keys shall be obtained from the Manager of the OTC and all keys pertaining to any Premise shall be returned to the Manager of the OTC upon termination of the lease affecting such Premises. The Tenants shall not duplicate any keys or permit any-keys to be duplicated. The Tenants shall not change the locks, or install other locks on the doors without prior written consent of the Manager of the OTC.

15. Before any Tenant and its employees leave its Premises, they shall see that the doors of the Premises to common hallways of the OTC are closed and securely locked and shall observe strict care and caution that all water faucets, water apparatus, typewriters, copy machines, etc., and utilities are shut off so as to prevent waste or damage; and for any default or carelessness, such Tenant shall compensate the other Tenants and Landlords for all damage sustained by them.

16. Tenants shall give prompt notice to the Manager of the OTC of any accident to, or defects in, the OTC, including the plumbing, water pipes, electric wire or heating apparatus, burned out light bulbs or tubes so that the same may be attended to promptly.

17. Tenants shall not use any method of heating or air conditioning other than that supplied by Landlord unless approved by Landlord in writing.

18. Tenants shall not install any radio or television antenna, loudspeaker, air conditioner or other devices on the roof or exterior walls of the OTC.

19. No vending or coin-operated machines shall be placed or maintained by any Tenant within its Premises or the common areas of the OTC without the prior written consent of Landlord.

20. Tenants shall cooperate with Landlord in obtaining maximum effectiveness of the cooling system by closing drapes and other window coverings when the sun's rays fall on the windows of the Premises. Tenants shall not obstruct, alter or in any way impair the efficient operation of Landlord's heating, ventilating, air conditioning, electrical, fire safety, or lighting system. Tenants shall not tamper with or change the setting of any thermostats or temperature control valves.

21. Canvassing, soliciting and peddling in the OTC are prohibited without the written consent of the Landlord, and each Tenant shall cooperate to prevent such activity by informing such canvassers, solicitors or peddlers that such activity is not permitted at the OTC.

22. Hand trucks not equipped with rubber tires and side guards shall not be used in any space, or in the public halls of the OTC, either by any Tenant or others. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the Premises.

23. The toilets, wash basins and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweeping, rubbish, rags or other substances shall be thrown therein. All damage resulting from any misuse of fixtures shall be borne by the Tenant who, or whose employees, agents, invitees or visitors, shall have caused the same.

24. Tenant shall not engage in or permit any advertising or public relations which, in Landlord's opinion, tends to impair the reputation or the desirability of the OTC or suggest that Tenant is anything other than a Tenant in the OTC.

Exhibit “D”
ESTOPPEL CERTIFICATE

Exhibit "D"

ESTOPPEL CERTIFICATE

RE: Lease dated _____ by and between _____ "Landlord" and
 _____ "Tenant" for the Premises located at _____.

1. The term of the Lease commenced on _____.
2. The term of the Lease shall expire on _____.
3. The Lease has: (Initial one)
 () () has not been amended, modified, supplemented, extended, renewed or assigned.
4. That the basic monthly rental now in full force and effect is \$ _____.
5. That the amount of security deposit (if any) is: \$ _____.
6. That the building improvements and specific requirements to be fulfilled by Landlord according to the
 aforesaid Lease have been satisfactorily completed in all respects.
7. That the Landlord has fulfilled all of its duties of an inducement nature and is not in default in any
 manner in the performance of any of the terms, covenants or provisions of said Lease.
8. Tenant has no right to any concessions (rental or otherwise) or similar compensation in connection with
 renting the Premises it occupies, except as provided in the Lease.
9. Except as may be specifically set forth in the Lease, Tenant does not have any right to renew or extend
 the term of the Lease nor any option or preferential right to purchase all or any part of the leased
 Premises or all or any part of the building and Premises of which the leased Premises are a part, nor any
 right, title or interest with respect to the leased Premises other than as Tenant under the Lease.
10. Tenant understands that _____ may purchase or acquire (or lend money
 pursuant to a Promissory Note and Deed of Trust secured by) the Premises known as
 _____ and that if it does so, its action will be in material reliance upon this
 Certificate.

The undersigned Tenant and Landlord hereby certify that the above information is true and correct and that
 _____ may rely upon said information.

Dated: _____

Dated: _____

Tenant:

Landlord:

By: _____

By: _____

ADDENDUM CONSTRUCTION OF IMPROVEMENTS

Landlord grants Tenant permission for construction of improvements subject to the following conditions:

1. **Obligation to Construct.** Tenant shall, upon taking possession of the Leased Premises, prepare plans ("Plans") and obtain all necessary permits for, and commence construction upon the Leased Premises of, any and all improvements necessary to open and operate Tenant's business as described in the Section entitled "Use of Leased Premises" (the "Improvements"). All Plans shall be submitted to Landlord for approval prior to commencement of any work. Approval by Landlord shall not constitute a warranty that the Plans or the Improvements comply with applicable codes, laws, rules, regulations, covenants, conditions or restrictions, nor shall it constitute the approval of the City of Oxnard. Without limiting the scope of Landlord's review, Improvements shall not alter the Building's facade or result in the reconfiguration of the internal space of the Building or adversely affect any of the historic elements of the Leased Premises or the Building. All Improvements installed in the Leased Premises, except for the trade fixtures which can be removed without damage to the Leased Premises, shall at once become a part of the realty and the property of Landlord and may not at any time after their installation be removed by Tenant except if required by Landlord to do so in accordance with the Section entitled "Surrender" below.

2. **Pre-Construction Requirements.** Tenant shall not commence construction of the Improvements unless and until:

2.1 All required municipal and other governmental permits, authorizations and approvals shall have been obtained by Tenant and the originals thereof (or true copies thereof if such originals are required by law to be kept on the Leased Premises) shall have been delivered to Landlord; and

2.2 Worker's compensation, public liability, builder's risk and such other insurance as Landlord may reasonably require (in amounts and with limits as Landlord may reasonably designate) meeting the requirements of Section 8 hereof have been obtained and fully paid for, and shall be in full force and effect, and policies (or certificates thereof) evidencing such insurance have been delivered to and approved by Landlord.

Landlord shall, upon the written request of Tenant, execute any documents necessary to be signed by Landlord to obtain any permits, authorizations and approvals necessary to construct the Improvements, provided and upon condition that the same shall be without cost, liability or expense to Landlord.

3. **Construction Covenants.** The construction of the Improvements shall be commenced promptly after Tenant receives the required permits and approvals. Once commenced, Tenant shall cause construction of the Improvements to be diligently performed in accordance with the provisions of this Addendum, in a first-class and workmanlike manner and in accordance with all legal requirements, insurance requirements and any approved plans and specifications therefor,

and free from defects and liens of any kind or nature. The construction of the Improvements shall be performed in such manner so as not to obstruct access to or interfere with the use of the Building by Landlord or other tenants thereof, or the use of other property located within the Landlord's Premises by the owners or tenants thereof, nor to interfere with traffic flow in those portions (the "Common Areas") owned and maintained by the Landlord for the common use and enjoyment of such owners and their tenants. Tenant hereby agrees, and shall include such covenants in any contracts with its contractor(s), as follows:

3.1 Tenant's contractors shall diligently perform said work in a manner and at times which do not interfere with the use of the Building by Landlord and other tenants of the Building and do not interfere with the operation of other businesses located in the Building;

3.2 Tenant's contractors shall store all construction materials and contain all operations within the Leased Premises and such other space as Landlord may specifically permit. All trash, construction debris and surplus construction materials shall be promptly removed from the Leased Premises and adjacent areas;

3.3 Tenant and Tenant's contractors shall comply with all applicable laws, codes, rules and regulations governing the performance of such work, including all applicable safety regulations; and

3.4 Tenant and Tenant's contractors and subcontractors shall not post signs on any part of the Leased Premises.

4. **Liens.** Tenant shall complete the Improvements and any other work performed in the Leased Premises free from attachment by any mechanics' liens, stop notices or any other encumbrances. Tenant shall pay for all such work promptly, in cash or other immediately available funds, so that the Leased Premises and the interests therein of Landlord and Tenant shall at all times be free from any possible (1) liens or stop notices for labor performed or claimed to have been performed or materials supplied, or claimed to have been supplied, and (2) conditional sales contracts, title retention agreements, security interests and agreements, financing agreements, financing statements and any similar agreements. Tenant shall procure unconditional waivers and releases of lien claims in the forms set forth in Section 3262 of the California Civil Code, from all persons furnishing labor or materials with respect to such work, at the time each progress payment and/or final payment is made. Tenant shall, on or before ten (10) days after completion of any such work, execute and record a Notice of Completion pursuant to California Civil Code Section 3094. Landlord shall have the right to post in the Leased Premises, file and/or record notices of non-responsibility, and such other notices as Landlord may deem to be proper for the protection of Landlord's interest in the Leased Premises. Tenant shall, before the commencement of any work which might result in any lien on the Leased Premises or any part thereof, give to Landlord written notice of its intention to commence said work in sufficient time to enable Landlord to file and record such notices.

5. **Hazardous Materials.** Tenant agrees and represents and warrants that it shall not use or incorporate or permit or suffer to be used or incorporated in the construction of the Improvements or any other work in the Leased Premises, knowingly or unknowingly, any

ADDENDUM

LEASE OPTION

This Addendum to Lease ("Addendum"), is attached to and made a part of and hereby dated concurrently with that certain Lease ("Lease") dated October 1, 2017, by and between the City of Oxnard ("Landlord") and Mr. Yong Tae Kwon dba: Dolce Vita ("Tenant"). All capitalized terms used herein shall have the same meanings given to them in the Lease to which this Addendum is attached. In the event of a conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

Landlord and Tenant Hereby agree as follows:

1. Term

1.1 Term. Tenant shall have an option (the "Option") to extend the Term of this Lease for one additional five (5) year period at the then prevailing market rate as the new "Base Rent" consistent with paragraph 3 below. Tenant shall give Landlord at least one hundred twenty (120) days notice in writing of the intent to exercise the Option extension before the original Term of this Lease expires.

1.2 Effect of Default on Option.

1.2.1 Notwithstanding any provision in the foregoing grant of the Option to the contrary, Tenant shall have no right to exercise the Option under the following circumstances:

1.2.1.1 During the time commencing from the date Landlord gives to Tenant a notice of default pursuant to paragraph 14.1.1 or 14.1.3 and continuing until the default alleged in said notice of default is cured, or

1.2.1.2 During the period of time commencing on the day after a monetary obligation to Landlord is due from Tenant and unpaid (without any necessity for notice thereof to Tenant) and continuing until the obligation is paid, or

1.2.1.3 At any time after an event of default described in paragraphs 14.1.2 or 14.1.4 (without any necessity of Landlord to give notice of such default to Tenant), or

1.2.1.4 In the event that Landlord has given to Tenant three or more notices of default under paragraph 14.1.1, where a late charge has become payable under paragraph 3.4 for each of such defaults, or paragraph 14.1.3, whether or not the defaults are cured, during the 12 month period prior to the time that Tenant intends to exercise the Option.

1.2.2 The period of time within which the Option may be exercised shall not be extended or enlarged by reason of Tenant's inability to exercise the Option because of the provisions of paragraph 2.2.1.

1.2.3 All rights of Tenant under the provisions of the Option shall terminate and be of no further force or effect, notwithstanding Tenant's due and timely exercise of the Option, if after such exercise and during the term of this Lease,

1.2.3.1 Tenant fails to pay to Landlord a monetary obligation of Tenant for a period of 30 days after such obligation becomes due (without any necessity of Landlord to give notice thereof to Tenant), or

1.2.3.2 Tenant fails to commence to cure a default specified in paragraph 14.1.3 within 30 days after the date that Landlord gives notice to Tenant of such default and/or Tenant fails thereafter to diligently prosecute said cure to completion, or

1.2.3.3 Tenant commits a default described in paragraph 14.1.2 or 14.1.4 (without any necessity of Landlord to give notice of such default to Tenant), or

1.2.3.4 Landlord gives to Tenant three or more notices of default under paragraph 14.1.1, where a late charge becomes payable under paragraph 3.4 for each such default, or paragraph 14.1.3, whether or not the defaults are cured.

2. Rent

2.1 Base Rent. Following Tenant's exercise of the Option to extend the Term of this Lease as provided in Section 1 above, the Base Rent shall be adjusted, effective upon the commencement of the Option period, to equal the then prevailing market rental rate, as such prevailing market rental rate is mutually agreed upon by Landlord and Tenant. In the event Landlord and Tenant are unable to agree upon the then prevailing market rental rate for the Leased Premises on or before ninety (90) days preceding the commencement of the Option period, then the prevailing market rental rate for the Leased Premises shall be determined in accordance with Sections 1-3 of the Addendum to Lease of even date herewith attached hereto and incorporated herein by this reference (the "Addendum"). If the Option period commences prior to such determination of the prevailing market rental rate, Tenant shall continue to pay the Base Rent in effect just prior to the commencement of the Option period, and any excess rent payable for such interim period by reason of such determination shall be paid by Tenant within fifteen (15) days. In no event shall the Base Rent payable by Tenant during any Option period as determined herein be less than the Base Rent payable by Tenant during the last year of the initial Term immediately preceding the commencement of such Option period.

2.2 Annual Adjustment of Base Rent. If the Option is exercised by Tenant, the new Base Rent will be determined pursuant to paragraph 2 above.

3. In accordance with the above terms, upon Tenant's exercise the Option to extend the Term of the Lease, the Base Rent payable during the subsequent Option term is to be equal to

the then prevailing market rental rate of the Leased Premises as mutually agreed upon by Landlord and Tenant. In the event Landlord and Tenant are unable to agree as to the then prevailing market rental rate of the Leased Premises on or before ninety (90) days prior to the commencement of the Option applicable period, the prevailing market rental rate shall be determined as follows:

- (i) On or before sixty (60) days prior to commencement of the Option period, Landlord and Tenant shall each appoint an appraiser and give written notice of the name and address of such appraiser to the other party to this Lease. The two appraisers thus appointed shall, within fifteen (15) days after appointment of the last of the two appraisers to be appointed appoint a third appraiser and serve written notice of the name and address of such appraiser on Landlord and Tenant in the manner prescribed by this Lease for service of notice on Landlord and Tenant.
- (ii) All appraisers appointed under this Section shall be, at the time of their appointment, MAI certified appraisers or members in good standing of the American Institute of Real Estate Appraisers.
- (iii) Within fifteen (15) days after the appointment of the third appraiser, the three appraisers shall confer and each shall submit in writing to Landlord and Tenant his honest appraisal of the prevailing market rental rate, as described in this Section, of the Leased Premises. The term "prevailing market rental rate," as used in this Section, means the rent a willing tenant would pay to a willing owner for said Leased Premises for the use specified in the Lease on the terms then reasonably available for substantially similar property in the vicinity of the Leased Premises.
- (iv) The appraised rental rate agreed on in writing by any two of the three appointed appraisers shall be conclusive and binding on the parties to this Lease, and shall establish the full market rental rate of said Leased Premises for the Option period for purposes of this Section and Section 3.1 of the Lease. Should no two of the three appraisers be able to agree on the full market rental rate of said Leased Premises, both the highest appraisal and the lowest appraisal submitted by any of the three appraisers shall be disregarded and the remaining appraisal shall be binding and conclusive on the parties to this Lease and shall establish the full market rental rate of the Leased Premises for the Option period for purposes of this Section and Section 3.1 of the Lease.
- (v) Should either party fail to appoint an appraiser as required by this Section within five (5) days after service on him of written demand to do so, the appraiser appointed by the other party shall act for both Landlord and Tenant. The decision in writing of such appraiser shall, in such event, be binding on both Landlord and Tenant and establish the prevailing market rental rate of

the Leased Premises for the Option period for purposes of this Section and Section 3.1 of the Lease.

(vi) Landlord and Tenant shall each pay the fee and all expenses incurred by the appraiser appointed by each of them and one-half of all expenses and the fee incurred by the third appraiser appointed pursuant to subparagraph (i) of this Section.

(vii) Notwithstanding anything herein to the contrary, in no event shall the Base Rent for the Leased Premises payable during any Option period as determined herein be less than the amount of Base Rent payable during the lease year immediately preceding the commencement of such Option period.

4. The Option period rental determined pursuant to Section 1 above shall be subject to annual adjustment pursuant to Section 3.2 of the Lease in the same manner as Base Rent due during the initial Lease Term.

5. Except as otherwise expressly provided in this Addendum, all terms and conditions of this Lease shall apply to each Option period.

LANDLORD:

TENANT:

CITY OF OXNARD

Tim Flynn, Mayor

Date

By Yong Tae Kwon

Its

ATTEST:

Michelle Ascencion, City Clerk

Date

APPROVED AS TO FORM:

Stephen M Fischer, City Attorney

Date

APPROVED AS TO CONTENT:

Ashley Golden, Director
Development Services Department

Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

Date

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material containing asbestos or other toxic or hazardous substances. Tenant furthermore agrees and represents and warrants that it shall not use or store, or permit or suffer to be used or stored in connection with the operation of Tenant's business during the Term hereof, any material containing asbestos or other toxic or hazardous substances.

6. **Tenant Improvement Allowance.** To construct the improvements reflected in Tenant's plans pursuant to paragraph 6.1. above, Landlord will reimburse Tenant the sum of zero (\$0) upon presentation of invoices and satisfactory releases from the person(s) performing the construction work after Landlord has inspected and approved such.

SIGNATURE:

Landlord:



Tenant:





**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: October 17, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Ashley Golden
Development Services Director

SUBJECT: Adoption of Ordinance Nos. 2923, 2924, 2925, 2926, 2927, and 2928, Amending Various Section of the Zoning Code Related to the Housing Element

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

RECOMMENDATION:

That the City Council adopts the following six Zoning Text Amendments:

1. ORDINANCE NO. 2923 - PLANNING & ZONING PERMIT NO. 17-580-02 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING OXNARD CITY CODE SECTIONS 16-362 (A) AND 16-362 (B) TO REDUCE MINIMUM UNIT SIZE AND MODIFY BUILDING SEPARATION

2. ORDINANCE NO. 2924 - PLANNING & ZONING PERMIT NO. PZ 17-580-05 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING OXNARD CITY CODE SECTION 16-41 TO REMOVE THE REQUIREMENT OF NOT MORE THAN SIX UNITS PER BUILDING

3. ORDINANCE NO. 2925 - PLANNING & ZONING PERMIT NO. 17-580-06 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING DIVISION 13 OF ARTICLE V OF CHAPTER 16 OF THE OXNARD CODE RELATING TO ACCESSORY DWELLING UNITS

4. ORDINANCE NO. 2926 - PLANNING & ZONING PERMIT NO. 17-580-07 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING

DIVISION 13 OF ARTICLE V OF CHAPTER 16 OF THE CITY CODE RELATING TO REASONABLE ACCOMMODATION

5. ORDINANCE NO. 2927 - PLANNING & ZONING PERMIT NO. 17-580-08 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING DIVISION 13 OF ARTICLE V OF CHAPTER 16 OF THE OXNARD CITY CODE RELATING TO LOT MERGER FEES

6. ORDINANCE NO. 2928 - PLANNING & ZONING PERMIT NO. PZ 17-580-09 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING SEVERAL SECTIONS OF CHAPTER 16 OF THE OXNARD CITY CODE RELATING TO FARMWORKER HOUSING AND PARKING.

BACKGROUND

These ordinances were introduced at the October 13, 2017 City Council meeting. Besides the amendments requested by the Council at the first reading, there has been no communication received since introduction. If the ordinances are adopted on October 17, 2017, they will take effect after 30 days.

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.

FINANCIAL IMPACT

Adoption of the reduced application fee for a Reasonable Accommodation permit and waiver of fees for Lot Mergers for AAHOP projects would result in reduced permit fee revenue to the Planning Division of an estimated \$10,000 over the next five years.

ATTACHMENTS:

Adopt Six ZTA Ordinances
October 17, 2017
Page 3

Attachment A: ORD 2923

Attachment B: ORD 2924

Attachment C: ORD 2925 - ADU Ord. as Revised by City Council on Oct. 10th

Attachment D: ORD 2926

Attachment E: ORD 2927

Attachment F: ORD 2928 - Farmworker as Revised by City Council on Oct. 10th

ORDINANCE NO. 2923

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING OXNARD CITY CODE SECTIONS 16-362 (A) AND 16-362 (B) TO REDUCE MINIMUM UNIT SIZE AND MODIFY BUILDING SEPARATION

WHEREAS, Oxnard City Code section 16-362(A), “Minimum dwelling size” in the Development Standards subsection of the Division 2 “Attached Dwelling Unit Development Standards” currently states: “One bedroom: 700 square feet; two or more bedrooms; 900 square feet;” and

WHEREAS, City Code section 16-362(B), “Building separation” in the Development Standards subsection of the Division 2 “Attached Dwelling Unit Development Standards” currently states: “Minimum building separation between any two buildings shall be a distance equal to the height of the taller structure;” and

WHEREAS, the Division 2 “Attached Dwelling Unit Development Standards” are increasingly applied to most new development in the City as average density increases and most development includes six or more units that requires application of the Division 2 “Attached Dwelling Unit Development Standards;” and

WHEREAS, the Division 2 “Attached Dwelling Unit Development Standards” were originally created when multi-unit development was designed as low-rise garden apartments at a generally lower density than current and anticipated multifamily developments that increasingly include affordable housing units; and

WHEREAS, developers routinely request a concession, Planned Development reduction, and/or a development standards waiver for one or both of these standards; and

WHEREAS, the minimum unit size within the Central Business District (CBD) area is 450 square feet and public safety or neighborhood compatibility reasons do not require that the City restrict smaller apartments to only the CBD zone; and

WHEREAS, the revisions to this ordinance are implementing Program 6, Zoning Code Amendments, of the conditionally-certified 2013-2021 Housing Element and will assist with implementation and administration of the Housing Element; and

WHEREAS, it is in the best interest of the public to establish and update standards relating to provision of affordable housing in specified zones in the City; and

WHEREAS, Section 15061(b)(3) of Title 14 of the California Code of Regulations exempts the project from the requirement for the preparation of environmental documents imposed by the State California Environmental Quality Act; and

WHEREAS, the Planning Commission considered public comments, and voted to recommend approval of this zone text amendment at its meeting of September 7, 2017.

NOW THEREFORE, the City Council of the City of Oxnard hereby ordains as follows:

Section 1. Amend Oxnard City Code Section 16-362(A). Existing subsection (A) of City Code Section 16-362, “Development Standards” is amended as shown below wherein strikeout indicates removed text and underline indicates added text:

“(A) Minimum dwelling size – one bedroom: ~~700~~ 450 gross square feet; two or more bedrooms; ~~900~~ 800 gross square feet.”

Section 2. Amend Oxnard City Code Section 16-362(B). Existing subsection (B) of City Code Section 16-362, “Development Standards” is amended as shown below wherein strikeout indicates removed text and **bold** indicates added text:

“(B) Building separation – Minimum ~~building~~ separation between any two buildings shall be a distance equal to half of the height of the height of the taller structure unless otherwise determined by health and safety requirements during the development advisory committee review process.

Section 3. Severability: If any provision(s) of this ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end, the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, even though any one or more sections, subsections, clauses, phrases, parts or portions thereof was declared invalid or unconstitutional.

Section 4. Effective date. This ordinance shall become effective thirty (30) days after it is adopted.

Section 5. Publication. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk in accordance with Government Code section 36933.

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the 17th day of October, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

ORDINANCE NO. 2924

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING OXNARD CITY CODE SECTION 16-41 TO REMOVE THE REQUIREMENT OF NOT MORE THAN SIX UNITS PER BUILDING

WHEREAS, Oxnard City Code section 16-41(B), “Uses Permitted” in the R-2 “Multiple-Family Zone” currently states: “Multiple-family dwelling units, either in separate buildings or combined in one or more main buildings to a maximum of six units per building;” and

WHEREAS, the R-3 “Garden Apartment” and R-4 “High-Rise Residential” zones and a range of Commercial zone indirectly incorporate the requirements of 16-41(B) and create a question whether the not-more-than-six-units-per-building regulation applies in these zones; and

WHEREAS, the revisions to this ordinance are implementing Program 6, Zoning Code Amendments, of the conditionally-certified 2013-2021 Housing Element; and

WHEREAS, this ordinance will assist in the implementation and administration of the City’s Housing Element; and

WHEREAS, it is in the best interest of the public to establish and update reasonable standards relating to affordable housing in specified zones in the City; and

WHEREAS, Section 15061(b)(3) of Title 14 of the California Code of Regulations exempts the project from the requirement for the preparation of environmental documents imposed by the State California Environmental Quality Act.

NOW THEREFORE, the City Council of the City of Oxnard hereby ordains as follows:

Section 1. Amend Oxnard City Code Section 16-41 “Uses Permitted”. Existing subsection (B) of City Code Section 16-41, “Uses Permitted” is amended as shown below wherein strikeout indicates removed text and underline indicates added text:

“(B) Multiple-family dwelling units, either in separate buildings or combined in one or more main buildings ~~to a maximum of six units per building.~~”

Section 2. Severability: If any provision(s) of this ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end, the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, even though any one or more sections, subsections, clauses, phrases, parts or portions thereof was declared invalid or unconstitutional.

Section 3. Effective date. This ordinance shall become effective thirty (30) days after it is finally adopted.

Section 4. Publication. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk in accordance with Government Code Section 36933.

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the 17th day of October, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

ORDINANCE NO. 2925

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD
AMENDING DIVISION 13 OF ARTICLE V OF CHAPTER 16 OF THE OXNARD
CODE RELATING TO ACCESSORY DWELLING UNITS.

WHEREAS, effective January 1, 2017, Government Code §65852.2 was amended regarding Accessory Dwelling Units and as a result, various provisions of the existing City Code would become inconsistent with state law, unless the City Code was updated; and

WHEREAS, on December 20, 2016, the Oxnard City Council adopted Ordinance No. 2914, amending the Oxnard City Code, Chapter 16, Section 16-465, “Second Units,” to be consistent with Government Code Section 65852.2; and

WHEREAS, the California Department of Housing and Community Development (HCD) released their 39-page document “Accessory Dwelling Unit Memorandum” and held a webinar of December 20, 2016 that provided local governments guidance in preparing local zoning code amendments to comply with Government Code Section 65852.2; and

WHEREAS, on March 27, 2017, HCD conditionally approved the City’s 2013-2021 Housing Element, which included a direction to “...examine and modify, as appropriate, the recent zoning amendments passed in 2016”; and

WHEREAS, staff have implemented Ordinance No. 2914 since January 2017 and determined additional revisions are needed to assist in implementation of the Ordinance while still being in compliance with Government Code Section 65852.2; and

WHEREAS, it is in the best interest of the public to establish and update standards relating to ministerial approval of Accessory Dwellings Units in specified zones in the City that are likely to play an increasingly important role in providing affordable housing; and

WHEREAS, the revisions to this ordinance implements Program 6, Zoning Code Amendments, of the 2013-2021 Housing Element; and

WHEREAS, Section 15061(b)(3) of Title 14 of the California Code of Regulations exempts the project from the requirement for the preparation of environmental documents imposed by the State California Environmental Quality Act; and

WHEREAS, the Planning Commission considered public comments, and voted to recommend approval of this zone text amendment at its meeting of September 7, 2017.

NOW THEREFORE, the City Council of the City of Oxnard hereby ordains as follows:

Section 1. Amend Oxnard City Code Section 16-10 “Definitions”. Existing subsection (A)(2) of City Code Section 16-10, “Accessory Dwelling Unit”, is amended as shown below wherein strikeout indicates removed text and underline indicates added text:

“(2) ACCESSORY DWELLING UNIT - An ~~attached or detached residential dwelling unit that provides complete~~ independent living facility for one or more persons located entirely within or attached to an existing legal structure or as a detached structure that includes ~~including~~ permanent provisions for living, sleeping, eating, cooking and sanitation, and is situated on the same parcel as an existing primary single- family dwelling, but is subordinate to and smaller than the primary dwelling.”

Section 2. Amend Oxnard City Code Section 16-465 “Definitions”. Existing Oxnard City Code Section 16-465 is amended as shown below wherein strikeout indicates removed text and underline indicates added text:

Section 16-465. Purpose and Findings.

- A. Accessory dwelling units are typically located within, attached to, or behind ~~or within large and the~~ primary single family units, and can provide an important source of affordable housing.
- B. Accessory dwelling units, when appropriately size and located, have little impact on neighborhood quality of life.
- C. Establishing reasonable regulations of accessory dwelling units is an appropriate mechanism to properly balance the need for additional affordable housing with the need to maintain existing community character and neighborhood quality of life.

Section 3. Amend Oxnard City Code Section 16-466. Existing Oxnard City Code Section 16-466 “Ministerial Consideration” is amended as shown below wherein strikeout indicates removed text and underline indicates added text.

Section 16-466. Ministerial Consideration.

- A. New Detached Construction. If the director receives an application to construct an accessory dwelling unit ~~(by either adding on to an existing structure, or constructing a new detached structure),~~ and the proposal meets all of the requirements of the City Code, then within 120 days of the director receiving a complete application the accessory dwelling unit, the director shall ministerially approve the application without a hearing.
- B. New Attached Construction. If the director receives an application to construct an accessory dwelling unit by adding on to an existing structure and the proposal meets all of the requirements of the City Code, then within 120 days of the director receiving a complete application the accessory dwelling unit, the director shall ministerially approve the application without a hearing.

C. ~~No Expansion.~~ Construction Within Existing Structure. If the applicant will not be adding floor area, and instead has submitted a complete application for an accessory dwelling unit entirely within the existing space of a single-family residence or accessory structure, then the requirements of 16-469 (“Exception for Accessory Dwelling Unit Within Existing Single Family Residence or Accessory Structure”) shall apply.

D. Historic District or Historic Property. If the applicant submits a complete application for an accessory dwelling unit within a designated historic district or on a parcel with a historic designation by the City, County of Ventura, State of California, and/or U.S. Department of the Interior, or on a property that is within the 2005 Downtown Oxnard Historic Resources Survey area, the application will default to applicable permitting procedures for development of a new housing unit, except that the accessory dwelling unit use is allowed pursuant to Government Code Section 65852.2.

Section 4. Amend Oxnard City Code Section 16-467. Existing Oxnard City Code Section 16-467 “Standards for Review” is amended as shown below wherein strikeout indicates removed text and underline indicates added text.

Section 16-467. Standards for Review. Except as provided in Section 16-469, (“Exception for Accessory Dwelling Unit Within Existing Single Family Residence or Accessory Structure”), all accessory dwelling units shall meet or exceed all of the following standards:

- A. *Zoning Compliance.* Except as otherwise provided herein, the primary residence and the accessory dwelling unit shall meet current requirements for interior yard space, height, landscaping, setbacks and parking for the zone in which the primary residence and the accessory dwelling unit are located. The accessory dwelling unit shall not be considered when calculating the maximum number of dwelling units permitted by the underlying zone designation.
- B. *Residentially Zoned.* The lot must be zoned R-1, R-1-PD, R-1-7-PD, R-10-PD, R-1-8-PD (“Single Family”), **R-2, R-2-PD** (“Multiple Family”), **R-3, R-3-PD** “Garden Apartment”.
- C. *Single Family Dwelling.* There must be an existing single-family dwelling on the lot, and the single-family dwelling must be either legal nonconforming, or legal.
- D. *No Passageway.* No passageway shall be required in conjunction with the construction of an accessory dwelling unit.
- E. *Setbacks for Garage Units.* All otherwise applicable setback requirements apply except that in no event shall (1) a setback be required for a garage that is converted to an accessory dwelling unit, or (2) a required setback exceed five feet from the side and rear lot lines for an accessory dwelling unit that is constructed above a garage.
- F. *Kitchen.* The accessory dwelling unit shall contain its own kitchen facility and bathroom facility separate from the primary dwelling unit. The kitchen facility shall include at least one of each of the following features: (i) sink; (ii) refrigerator of more than 5 cubic feet capacity; and

- (iii) range or cooktop. The accessory dwelling unit shall comply with all applicable habitability standards.
- G. *Foundation.* The accessory dwelling unit shall be constructed on a permanent foundation, complying to the California Building Standards Code.
- H. *Architecture.* ~~An attached or detached~~ The accessory dwelling unit shall comply with the architectural standards of section 16-23. ~~If the accessory dwelling unit is an addition to the primary unit, the accessory dwelling unit and~~ shall be of materials, colors and in a style which are each compatible with the primary residence, as reasonably determined by the director.
- I. *Public Utilities.* The accessory dwelling unit shall be served by adequate public utility facilities including, but not limited to, electric, sewer, water and streets, as certified by the public works director.
- J. *Separate entrances.* The accessory dwelling unit shall have an entrance separate from the entrance to the primary residence. Only one of the entrances may be visible from the front yard of the primary residence unless the primary and accessory dwelling unit entrances are designed in a manner that maintains the appearance of a single family dwelling. An entrance leading to a foyer with entrances leading from the foyer to the primary dwelling unit and the accessory dwelling unit is allowed.
- K. *Occupancy by Owner.* The primary residence or the accessory dwelling unit shall be occupied by the property owner, and the property owner shall annually certify to the City such occupancy in a manner similar to the annual reasonable accommodation self-certification process. An owner may be absent from the primary or accessory dwelling unit for up to 12 months during any 36-month period. A property owner who will be absent for more than 12 months may obtain an additional 12 months' absence with director approval if the director determines the approval will not be detrimental to the neighborhood. Before a certificate of occupancy is issued for the accessory dwelling unit, an agreement affecting real property shall be recorded against the property that imposed specific restrictions on the property including occupancy by owner of the property, the accessory unit not being for sale separate from the primary residence and limitations on rentals. The language of the agreement affecting real property shall be approved by the City prior to its recordation.
- L. *Not for Sale.* The accessory dwelling unit shall not be ~~intended to be sold~~ or offered for sale separately from the primary residence.
- M. *Rentals.* Either the accessory dwelling or the primary residence may be rented, but not both. Rental terms shall be 30 days or longer.
- N. *Only One Accessory Dwelling Unit.* No more than one accessory dwelling unit may be constructed on any legally existing lot or combinations of lots that are developed as one residential use.
- ~~O. *Historic Structures.* The accessory dwelling unit shall not be on any parcel that is listed in the California Register of Historic Places, and shall not be conspicuously visible from any parcel that is listed in the California Register of Historic Places. Applicant shall obtain a certificate of appropriateness from the City, prior to filing an application for an Accessory Dwelling Unit permit on a parcel that is visible from the parcel listed in the Register.~~
- P. *Sprinklers.* Fire sprinklers are required for any accessory dwelling unit if they are required for the primary residence.
- Q. *Building Code.* All building standards code requirements that apply to detached dwellings apply to accessory dwelling units.

R. *Maximum Floor Area.*

1. *Detached Unit.* If the accessory dwelling unit is detached from the existing primary dwelling unit, then the accessory dwelling unit's maximum permissible floor area shall be 50% of the square footage of the primary residence, except that the maximum shall not be less than 600 gross square feet, or more than 1,200 gross square feet, except that the otherwise applicable maximum permissible floor area shall be increased to the extent necessary for ADA compliance; provided, however, that at least an efficiency unit (as that term is defined by Health and Safety Code Section 17958.1) shall be allowed to be constructed in compliance with the local development standards.
2. *Addition to Existing Residence for Accessory Dwelling Unit.* If the accessory dwelling unit is attached to an existing primary dwelling unit, and floor area is added to the existing primary dwelling unit, then the gross square feet and the maximum floor area the applicant may add is 50% of the gross square footage of the primary residence, except that the maximum shall not be less than 600 gross square feet, or more than 1,200 gross square feet, except that the otherwise applicable maximum permissible additional floor area shall be increased to the extent necessary for ADA compliance; provided, however, that at least an efficiency unit (as that term is defined by Health and Safety Code Section 17958.1) shall be allowed to be constructed in compliance with the local development standards.

Section 5. Amend Oxnard City Code Section 16-468. Existing Oxnard City Code Section 16-468 "parking" is amended as shown below wherein strikeout indicates removed text and **bold** indicates added text.

Section 16-468. Parking.

A. *Parking Requirements.* The requirements of Municipal Code Section 16-622.F (entitled "Schedule of Vehicle-Off-Street Parking Requirements") apply.

~~B. *Demolished* **or Converted required** *Parking Spaces.* When a required garage, carport, or covered parking structure for the primary unit is demolished or converted in conjunction with the construction of an accessory dwelling unit, ~~and the offstreet parking spaces are required to be replaced (See Code Section 16-622 for a listing of the special situations when parking is not required for accessory dwelling units),~~ **required** parking for the **required** primary unit shall be provided on the property, outside of the front yard setback, and on a city approved pad or structure in compliance with applicable ordinance with Oxnard City Code requirements. ~~and shall comply with all applicable setbacks and other standards.~~ the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile parking lifts.~~

Section 6. Amend Oxnard City Code Section 16-469. Existing Oxnard City Code Section 16-469 is amended as shown below wherein strikeout indicates removed text and **bold** indicates added text.

Section 16-469. Exception for Accessory Dwelling Unit Within Existing Single Family Residence or Accessory Structure. Notwithstanding any other provision of this code to the contrary,

the director shall, without a hearing, ministerially approve a complete application for a ~~building~~ permit to create an accessory dwelling unit if all of the following apply:

- A. The unit is contained entirely within the existing space of a single-family primary residence or legal accessory structure (without adding floor area to the existing residence or accessory structure).
- B. The unit will be on a lot ~~zoned R-1 (Single Family), R-2 (Multiple Family), and R-3 (Garden Apartment) zones.~~ with a zoning designation listed in Section 16-467(B).
- C. There will be only one accessory dwelling unit on the lot.
- D. The accessory dwelling unit has independent exterior access from the existing residence.
- E. The accessory dwelling unit side and rear setbacks are sufficient for fire safety as determined by the Fire Marshal.
- F. Fire sprinklers are provided to the same extent that they are required for the primary residence.

Section 7. Amend Oxnard City Code Section 16-469.5. Oxnard City Code Section 16-469.5 is amended as shown below wherein strikeout indicates removed text and underline indicates added text.

Section 16-469.5. Accessory Dwelling Unit Uses in C-2 and CBD Zones.

(A) Accessory Dwelling Units are allowed in the C-2 and CBD zones upon the issuance of a special use permit pursuant to Division 3, Section 16-530 of the Oxnard City Code if the lot is developed with only a legal single family unit.

~~(B) The Director is directed to approve the application within 120 days of receipt of a complete application.~~

Section 8. Revised Code Section 16-622. City Code section 16-622, entitled (“Schedule of Vehicle-Off-Street Parking Requirements”) are hereby revised as follows:

The second row of the chart within subsection (F) entitled “Residential” is revised, and a row shall be added immediately thereafter, to provide as follows:

<i>Uses</i>	<i>Minimum Off-Street Parking Requirements</i>	<i>Notes</i>
Residential:		
<i>Detached single-family units:</i>		
Detached single-family dwelling with either (1) detached accessory dwelling unit or	Same as above for the single family dwelling. For accessory dwelling units: In addition to the required parking for the single family dwelling, there	Parking for accessory units may be provided either as (1) tandem parking on an existing driveway or in an existing garage; or (2) in a setback area. <u>The accessory dwelling unit parking space(s) may not be located in the front yard.</u>

(2) the construction of additional square footage to accommodate an attached accessory dwelling unit	shall also be a number of vehicle parking spaces equal to the greater of: (a) one; or (b) the number of bedrooms in the accessory dwelling unit. The vehicular access to the parking area for the accessory dwelling unit shall be at least ten (10) feet wide and paved. The required parking space(s) for an accessory dwelling unit are not required to be covered.	<u>The parking shall be located on the same lot as the primary residential dwelling unit.</u> The director may, however, disapprove such tandem/setback parking if the director finds that the tandem/setback parking is not feasible based upon specific site or regional topographical or fire and life safety conditions, or that it is not permitted anywhere else in the jurisdiction.
<i>Note:</i> To the extent required by Government Code Section 65852.2, as it may be amended from time to time, none of the following accessory dwelling units require <u>additional</u> parking <u>for the accessory dwelling unit</u>: (1) the accessory dwelling unit is located within one-half mile of public transit; (2) the accessory dwelling unit is located within a city-recognized historic district; (3) the accessory dwelling unit is <u>constructed entirely within the part of the existing</u> legally existing primary residence or a legally existing accessory structure; (4) when on-street parking permits are required but not offered to the occupant of the accessory dwelling unit; (5) when there is a car share vehicle located within one block of the accessory dwelling unit.		

Section 9. Development Related Fees. City staff is directed to continue to collect all lawful fees relating to the approval of accessory dwelling units (previously referred to as “second units”), including but not limited to, the processing of planning applications, impact fees, connections fees, and the consideration and issuance of building and related permits, to the maximum extent allowed by Government Code Section 65852.2 (d) (f). The City Council may update such fees by resolution.

Section 10. Severability: If any provision(s) of this ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end, the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, even though any one or more sections, subsections, clauses, phrases, parts or portions thereof was declared invalid or unconstitutional.

Section 11. Effective date. This ordinance shall become effective thirty (30) days after it is finally adopted.

Section 12. Publication. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk in accordance with Government Code section 36933.

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the 17th day of October, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

ORDINANCE NO. 2926

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING
DIVISION 13 OF ARTICLE V OF CHAPTER 16 OF THE CITY CODE RELATING TO
REASONABLE ACCOMMODATION.**

WHEREAS, Division 17 of the Oxnard City Code provides a procedure and sets standards for persons with disabilities seeking a reasonable accommodation in the provision of housing and is intended to comply with Government Code Section 65583(c)(3); and

WHEREAS, the Oxnard 2030 General Plan Chapter 8, 2013-2021 Housing Element, provides goals and policies for reasonable accommodations for persons with disabilities, as well as the Federal Fair Housing Act (42 U.S.C. Sections 3601 *et seq.*) and the California Fair Employment and Housing Act (Government Code Sections 12900 *et seq.*) regarding the application of zoning laws and other land use regulations, policies and procedures; and

WHEREAS, City Council Ordinance No. 2848 was adopted on September 13, 2011 amending the Zoning Code Chapter 16 and creating Division 17 to provide a procedure and set standards for persons with disabilities seeking a reasonable accommodation in the provision of housing; and

WHEREAS, on March 27, 2017, the California Department of Housing and Community Development (HCD) conditionally approved the City's 2013-2021 Housing Element, which included a direction to modify Code Section 16-501.5 regarding findings; and

WHEREAS, it is in the best interest of the public to modify reasonable accommodation procedures and standards at the suggestion of HCD and in response to public input that the permit fee was not proportional to the valuation of the typical reasonable accommodation permit; and

WHEREAS, Section 15061(b)(3) of Title 14 of the California Code of Regulations exempts the project from the requirement for the preparation of environmental documents imposed by the State California Environmental Quality Act; and

WHEREAS, the Planning Commission considered public comments, and voted to recommend approval of this zone text amendment at its meeting of September 7, 2017.

NOW THEREFORE, the City Council of the City of Oxnard hereby ordains as follows:

Section 1. Amend Section 16-501.2. Existing Oxnard City Code Section 16-501.2, "Application Requirements" is amended as shown below wherein strikeout indicates removed text and underline indicates added text:

Section. 16-501.2. APPLICATION REQUIREMENTS.

(A) Application - A request for reasonable accommodation shall be made on a city application form or in the form of a letter to the director and shall contain the following information:

- (1) The applicant's name, address and telephone number, and written permission of the property owner, if applicable.
- (2) The address of the property for which the request is being made.

- (3) The current use of the property.
- (4) Documentation for the claim that the person is considered disabled under the Acts.
- (5) The zoning code provision, regulation or policy from which reasonable accommodation is being requested.
- (6) Why the reasonable accommodation is necessary to make the specific property accessible to the person.
- (7) Documentation that the specific exception or modification requested by the applicant is necessary to provide one or more persons with a disability an equal opportunity to use and enjoy a dwelling unit.
- (B) Fee - An application must be accompanied by the applicable processing fee (equivalent to a ~~minor modification~~ Temporary Use Permit – Tier 3 fee until such time as the City Council modifies the reasonable accommodation fee) adopted by City Council resolution.

Section 2. Amend Section 16-501.5. Existing Oxnard City Code Section 16-501.5, “Findings and Decisions” is amended as shown below wherein strikeout indicates removed text and underline indicates added text:

Section. 16-501.5. FINDINGS AND DECISION.

(A) Written findings - The applicant shall be notified of the decision whether to approve, conditionally approve, modify or deny the request for reasonable accommodation through a written determination. The written determination shall be consistent with the Acts and shall be based on the following findings, all of which are required for approval:

- (1) The accommodation is requested by or on the behalf of one or more persons with a disability protected under the Acts.
- (2) The accommodation is necessary to provide one or more persons with a disability an equal opportunity to use and enjoy a dwelling unit.
- (3) The accommodation will not impose an undue financial or administrative burden on the city.
- (4) The accommodation will not result in a fundamental alteration in the nature of a city program or law, including but not limited to land use and zoning.
- (5) The accommodation will not result in a direct threat to the health and safety of other persons or physical damage to the property of others.

(B) Considerations - The director or planning commission may consider, but are not limited to, the following factors in determining whether the requested accommodation is reasonably necessary to provide one or more persons with a disability an equal opportunity to use and enjoy a dwelling unit or would result in a fundamental alteration in the nature of the city’s zoning program:

- (1) Whether the reasonable accommodation is being provided primarily to benefit one or more persons with a disability.
- (2) Whether the reasonable accommodation is necessary for therapeutic benefit to the person(s) with a disability.
- (3) Whether the accommodation would result in a substantial increase in traffic or insufficient parking.
- (4) Whether granting the requested accommodation would substantially undermine any express purpose of either the city’s general plan or an applicable specific plan.

(5) Whether the requested accommodation would significantly deprive any neighboring property owners of the use and enjoyment of their own properties.

(6) Whether there are preferable and/or feasible alternatives to the requested accommodation that may provide an equivalent level of benefit.

~~—(7) Whether proposed changes to property or structures are compatible with surrounding development or create potential impact(s) on surrounding uses.~~

Section 3. Development Related Fees. City staff is directed continue to collect all lawful fees relating to the approval of reasonable accommodation permits to the maximum extent allowed. The City Council may update such fees by resolution.

Section 4. Severability: If any provision(s) of this ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end, the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, even though any one or more sections, subsections, clauses, phrases, parts or portions thereof was declared invalid or unconstitutional.

Section 5. Effective date. This ordinance shall become effective thirty (30) days after it is finally adopted.

Section 6. Publication. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk in accordance with Government Code section 36933.

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the 17th day of October, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

ORDINANCE NO. 2927

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING DIVISION 13 OF ARTICLE V OF CHAPTER 16 OF THE OXNARD CITY CODE RELATING TO LOT MERGER FEES.

WHEREAS, the revisions to this ordinance implements Program 5, Parcel Assemblage, of the 2013-2021 Housing Element and will assist with the provision of affordable housing through the All-Affordable Housing Opportunity Program (AAHOP); and

WHEREAS, twenty-four AAHOP site listed in Supplement 2 of the 2013-2021 Housing Element include two or more City-owned parcels; and

WHEREAS, development of a project on more than one parcel usually requires the merger of the parcels and payment of a lot merger fee as stipulated by the City fee schedule; and

WHEREAS, lot merger fees are often not covered by affordable housing grants or programs; and

WHEREAS, 2013-2021 Housing Element Program 5, Parcel Assemblage, states that the City will facilitate parcel (lot) consolidations as an incentive for development of affordable housing through the AAHOP process; and

WHEREAS, it is in the best interest of the public to provide financial incentives for provision of affordable housing within the reasonable fiscal ability of the City; and

WHEREAS, Section 15061(b)(3) of Title 14 of the California Code of Regulations exempts the project from the requirement for the preparation of environmental documents imposed by the State California Environmental Quality Act; and

WHEREAS, the Planning Commission considered public comments, and voted to recommend approval of this zone text amendment at its meeting of September 7, 2017.

NOW THEREFORE, the City Council of the City of Oxnard hereby ordains as follows:

Section 1. Amend Section 16-420G. Amend Existing Oxnard City Code Section 16-420G, “Assistance for AAHOP Projects” is amended as shown below wherein strikeout indicates removed text and underline indicates added text:

Section. 16-420G. ASSISTANCE FOR AAHOP PROJECTS.

All-Affordable Housing Opportunity Program projects on designated sites within the current housing element of the general plan that are composed of multiple lots may request that lot merger fees be waived. Unless the lot merger involves unique situations that involve an agency or easement party other than the City or a utility company, the City shall grant the lot merger fee waiver request.

The City Council may, but is not required to, consider the following forms of assistance, among other forms of assistance: providing funding (e.g., in-lieu fees, gap financing, costs of public improvements

such as sidewalks), providing soft costs for project development and deferment of development impact fees and project review fees.

Section 2. Development Related Fees. City staff is directed continue to collect all lawful fees relating to the approval of AAHOP permits to the maximum extent allowed. The City Council may update such fees by resolution.

Section 3. Severability: If any provision(s) of this ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end, the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, even though any one or more sections, subsections, clauses, phrases, parts or portions thereof was declared invalid or unconstitutional.

Section 4. Effective date. This ordinance shall become effective thirty (30) days after it is finally adopted.

Section 5. Publication. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk in accordance with Government Code section 36933.

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the 17th day of October, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

ORDINANCE NO. 2928

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD
AMENDING SEVERAL SECTIONS OF CHAPTER 16 OF THE OXNARD CITY
CODE RELATING TO FARMWORKER HOUSING AND PARKING.

WHEREAS, the revisions to this ordinance implements Program 9, Farmworker Housing Program, of the 2013-2021 Housing Element; and

WHEREAS, farmworkers and their families are welcome and important members of the Oxnard community who often have very low or low incomes due to the nature of the agricultural economy; and

WHEREAS, agricultural and agricultural processing constitutes about one-fourth of local economic activity and is supported by the general community as expressed by the initial passage and subsequent extension to the year 2050 of the Save Open Space and Agricultural Resources (SOAR) initiatives; and

WHEREAS, the local climate allows year-round agricultural uses and agricultural businesses largely employ an agricultural workforce with permanent residency in Oxnard and other locations; and

WHEREAS, farmworker households, like all household, should have access to public and commercial goods and services such as schools, transit, and recreation usually and ideally provided within an urban setting; and

WHEREAS, there are periods during which additional agricultural workers are employed who are transitory or seasonal and in need of appropriate temporary housing; and

WHEREAS, Federal and State laws require that farmworkers and the housing units they live in be treated the same as other housing within the same zoning district; and

WHEREAS, City staff have worked with House Farm Workers, Cabrillo Economic Development Corporation, and other organizations and individuals involved in farmworker quality of life and housing issues; and

WHEREAS, Section 15061(b)(3) of Title 14 of the California Code of Regulations exempts the project from the requirement for the preparation of environmental documents imposed by the State California Environmental Quality Act; and

WHEREAS, the Planning Commission considered public comments, and voted to recommend approval of this zone text amendment at its meeting of September 7, 2017.

NOW THEREFORE, the City Council of the City of Oxnard hereby ordains as follows:

Section 1. Amend Section 16-10 “Definitions”. Existing subsection (51) “farmworker housing” of Oxnard City Code Section 16-10, “definitions”, is amended as shown below wherein strikeout indicates removed text and underline indicates added text:

~~(51) FARMWORKER HOUSING — Deed-restricted housing for agricultural workers that is available to and occupied only by low and very low income farmworker households, and that is subject to standards that apply to other residential dwellings of the same type and in the same zone.~~

(51) FARMWORKER EMPLOYEE HOUSING – A residential use of one or more single or multifamily dwelling units and accessory dwelling units for agricultural workers,

subject to standards that apply to other residential dwellings of the same type and in the same zone, and/or group quarters structures with a common dining area. A farmworker housing complex does not need to be located on the site of a qualifying agricultural operation where the farmworkers are employed.

(121) SINGLE FAMILY DWELLING – A building containing one dwelling unit whether built as a detached building or an attached townhouse type of unit that does not involve common ownership or adjacent parcels of real property. The definition of single family dwelling does not include Farmworker Employee Housing, but shall include Farmworker Employee Housing projects with six or fewer residents as allowed by State law.

Section 2. Amend Section 16-188(B). Existing Section 16-188(B) “permitted uses” of Oxnard City Code, Division 13 “M-L Limited Manufacturing Zone” is revised as shown below wherein strikeout indicates removed text and underline indicates added text:

(4) Farmworker Employee Housing with up to 12 units or 36 beds in compliance with Health and Safety Code Section 17008(a) in connection with an agricultural workplace and provided by the employer, or Health and Safety Code Section 17008(b) for all other situations; or, with 13 or more units or 37 or more beds with approval of a Special Use Permit.

Section 3. Amend Section 16-256. Existing Section 16-256 “permitted uses” of Oxnard City Code, Division 16 “C-R Community Reserve Zone” is revised shown below wherein strikeout indicates removed text and underline indicates added text:

(N) Farmworker Employee Housing with up to 12 units or 36 beds in compliance with Health and Safety Code Section 17008(a) in connection with an agricultural workplace and provided by the employer, or Health and Code Section 17008(b) for all other situations; ; or, with 13 or more units or 37 or more beds with approval of a Special Use Permit.

Section 4. Amend Section 16-622(F). The existing parking requirements table within Subsection (F) of Section 16-622 “Schedule of Vehicle Off-Street Parking Requirements” of Oxnard City Code Division 2 “Parking Space and Loading Requirements” is revised shown below wherein strikeout indicates removed text and underline indicates added text:

A new row within subsection the (F) parking table entitled “Residential” is inserted, to provide as follows:

Farmworker Employee Housing

<u>Group quarters style facility</u>	One off-street space for every <u>four</u> farmworkers. <u>One space for every four facility employees, up to four maximum.</u>	<u>The official building occupancy load shall be used to determine the number of farmworkers permitted.</u>
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<u>Single and Multi-family housing units</u>	<u>The same as required elsewhere in this table.</u>	
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Section 5. Severability: If any provision(s) of this ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end, the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, even though any one or more sections, subsections, clauses, phrases, parts or portions thereof was declared invalid or unconstitutional.

Section 6. Effective date. This ordinance shall become effective thirty (30) days after it is finally adopted.

Section 7. Publication. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk in accordance with Government Code Section 36933.

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the 17th day of October, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: October 17, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

FROM: Ruth Osuna
Asst City Manager

SUBJECT: Verbal Report on the Status of HALACO Site and Staff's Efforts to Mitigate Problems on the Site (10/10/20)

CONTACT: Ruth Osuna, Asst City Manager
Ruth.Osuna@oxnard.org, 805-385-7478

RECOMMENDATION:

That City Council receive the report and provide comments on the current issues occurring at the HALACO site.

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 2

DATE: October 17, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

FROM: Arturo Casillas
Housing Director

A handwritten signature in black ink, appearing to read "Arturo Casillas".

SUBJECT: Verbal Report on the Status of the Winter Warming Shelter for the Homeless
(10/20/20)

CONTACT: Arturo Casillas, Housing Director
Arturo.Casillas@oxnard.org, 385-8094

RECOMMENDATION:

That City Council receive the report and provide direction to staff on the Winter Warming Shelter for the Homeless.

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 3

DATE: October 17, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Jim Throop
Chief Financial Officer

Jim Throop

SUBJECT: Receive the August 2017 Major Funds Monthly Report (5/15/5)

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

RECOMMENDATION:

That City Council receive and file the August 2017 Major Funds Monthly Report. Report was presented to the Fiscal Policy Task Force on October 11, 2017.

BACKGROUND

City Council adopted a resolution requiring staff to report on the financial status of the city's major funds no later than 30 days after the end of the preceding month. The August status report was posted on the city website on September 25, 2017.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Goal 1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and

Receive the August 2017 Major Funds Monthly Report (5/15/5)
October 17, 2017
Page 2

Human Resources.

Goal 2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.

Objective 2b. Prepare Quarterly Budget Updates and have month-end financial reports available via City's Website.

Objective 2c. Create a standardized template to present financial and other data to the general public.

FINANCIAL IMPACT

There is no financial impact on Council receipt and file of this report.

ATTACHMENTS:

Attachment A: August Fund Report

Fund Description	FY17-18 Revised Budget	Year-To-Date Actuals Thru. August 2017
General Fund Budget Summary		
Estimated Preliminary / Unaudited FY16-17 Period 12 Closing	\$24.31	\$24.31
Revenues	124.97	8.13
Expenditures	125.88	15.83
Net Annual Activity	-0.91	-7.70
PERS Advance Payment / Cash Adj.		1.92
Estimated Outstanding Encumbrances		0.83
FY17-18 Month-End Closing Estimated Fund Balance *	\$23.40	\$13.86
Measure O Budget Summary		
Estimated Preliminary / Unaudited FY16-17 Period 12 Closing	\$10.17	\$10.17
Revenues	15.95	0.00
Expenditures	12.99	1.70
Net Annual Activity	2.97	-1.70
PERS Advance Payment / Cash Adj.		0.04
Estimated Outstanding Encumbrances		0.40
FY17-18 Month-End Closing Estimated Fund Balance *	\$13.14	\$8.04
Water Funds Budget Summary		
Estimated Preliminary / Unaudited FY16-17 Period 12 Closing	\$28.75	\$28.75
Revenues	60.31	6.36
Expenditures	58.89	4.75
Net Annual Activity	1.41	1.60
PERS Advance Payment / Cash Adj.		0.37
Estimated Outstanding Encumbrances		0.29
FY17-18 Month-End Closing Estimated Fund Balance *	\$30.16	\$29.70
WasteWater Funds Budget Summary		
Estimated Preliminary / Unaudited FY16-17 Period 12 Closing	\$14.43	\$14.43
Revenues	63.10	9.59
Expenditures	62.05	7.72
Net Annual Activity	1.05	1.87
PERS Advance Payment / Cash Adj.		0.45
Estimated Outstanding Encumbrances		1.06
FY17-18 Month-End Closing Estimated Fund Balance *	\$15.47	\$14.79
Environmental Resources Funds Budget Summary		
Estimated Preliminary / Unaudited FY16-17 Period 12 Closing	\$17.77	\$17.77
Revenues	44.34	5.43
Expenditures	45.91	4.52
Net Annual Activity	-1.57	0.91
PERS Advance Payment / Cash Adj.		0.73
Estimated Outstanding Encumbrances		8.33
FY17-18 Month-End Closing Estimated Fund Balance *	\$16.20	\$9.62

* This is not the CASH Balance. Fund Balances estimated are based on Preliminary & Pre-audited of current year-end closed Period 12 of FY16-17.

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 4

DATE: October 17, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Thien Ng
Interim Public Works Director

SUBJECT: Approval of a Budget Appropriation in the Amount of \$105,000 for Repairs to the Central Trunk Sewer System (5/5/5)

CONTACT: Thien Ng, Interim Public Works Director
thien.ng@oxnard.org, 432-3575

RECOMMENDATION:

That City Council:

1. Approve and authorize the City Manager to pay Task Order No. 55A in the amount of \$154,037.20, Task Order No. 63A in the amount of \$22,207.36 and Task Order No. 63B in the amount of \$103,742.14 to Contract No. A-7721 with Sam Hill & Sons, Inc. for Project Specification No. 14-12, Non-Scheduled Repairs of Wastewater and Storm Drain Systems.
2. Approve a budget appropriation in the amount of \$105,000 to pay for completed work.

BACKGROUND

On March 1, 2017, a sinkhole developed in the vicinity of Wooley Road and Mercantile Street along the alignment of the central trunk. As a result, staff conducted a sewer inspection of the central trunk sewer system and identified six existing manholes and an existing sewer pipe crossing below Oxnard Boulevard requiring immediate repairs. Subsequently, Task Order No. 54 in the amount of \$169,536.50, Task Order No. 55 in the amount of \$226,659.63 and Task Order No. 63 in the amount of \$404,000 were approved by City Council on May 9, 2017. An appropriation in the amount of \$800,000 was approved by City Council at the same time.

Budget Appropriation of \$105,000 for Central Trunk Sewer System Repairs (5/5/5)

October 17, 2017

Page 2

However, the total cost to repair the central trunk sewer pipeline totaled \$1,080,182.83. Therefore, an additional \$280,182.83 is needed to pay final invoices. Of this amount, \$175,182.83 has already been appropriated through a year-end budget adjustment. Because the remaining work and invoices were completed in the current fiscal year, a budget appropriation is needed in an amount of \$105,000 to pay final invoices.

Additional work was required to complete repairs. Task Order 55A included installing a bypass pumping system to redirect flows to the Rose Ave trunk sewer line, sewer infrastructure inspection and cleaning from Wooley Road to Oxnard Boulevard, and installation of temporary flow monitoring devices. The additional cost is \$154,037.20 for a total cost for Task Order 55 of \$380,696.83. The two additional task orders, Task Orders 63A and 63B included replacement of 23 feet of the 36-inch pipe underneath the railroad tracks. In addition, the contractor must install protective manhole coatings to the recently replaced six manholes. The additional cost was \$125,949.50 for a total cost for Task Order 63 in the amount of \$529,949.50.

The following is a breakdown of all Task Orders submitted to complete the repair of the central trunk sewer pipeline:

Task Order 54	\$169,536.50
Task Order 55	\$226,659.63
Task Order 55A	\$154,037.20
Task Order 63	\$404,000.00
Task Order 63A	\$ 22,207.36
<u>Task Order 63B</u>	<u>\$103,742.14</u>
Total Cost	\$1,080,182.83
Original Amount Appropriated	\$800,000.00
Shortfall	\$280,182.83
Year-End Budget Adjustment	\$175,182.83
Requested Budget Appropriation (FY 17-18)	\$105,000.00

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.

Objective 4a. Implement CIP plans.

Budget Appropriation of \$105,000 for Central Trunk Sewer System Repairs (5/5/5)
October 17, 2017
Page 3

Objective 4b. Catch up on deferred maintenance for City facilities.

FINANCIAL IMPACT

The total cost to repair the central trunk sewer pipeline totaled \$1,080,182.83. Approval of this action would require an appropriation of \$105,000 for Central Trunk Sewer Repairs Project No. 176601 from Collection Operating Fund Account No. 611-6631-821.86-10 to pay final invoices.

ATTACHMENTS:

Attachment A: Task Order 55A

Attachment B: Task Order 63A

Attachment C: Task Order 63B

Attachment D: Budget Appropriation

FY 16/17

CITY OF OXNARD
PUBLIC WORKS DEPARTMENT

TASK ORDER

Emergency Central Trunk Sewer Repair at Wooley Road and Mercantile Street

Date:	07/26/2017	Task Order No:	55A
Contractor Name:	Sam Hill & Sons, Inc.	Not to Exceed:	\$154,037.20
Agreement No:	A-7721	Begin Date:	04/10/2017
Specification No:	PW14-12	Completion Date:	04/19/2017
Purchase Order No.:	5237	Account Number:	611-663-821-8610 176601

Scope of Services performed under this task order:

On March 1, 2017, a sinkhole developed in the vicinity of Wooley Road and Mercantile Street along the alignment of the Central Trunk. This sinkhole occurred because of the failure of a concrete box culvert structure that deteriorated due to significant corrosion related to H₂S gas. Additionally, it became necessary to install bypass pumping to isolate the point of repair. The City has an on call contract for non-scheduled emergency repairs with Sam Hill & Sons, Inc. to provide the necessary equipment, labor, and materials to perform this type of specialized repair work to the City's wastewater collection system.

Sam Hill & Sons isolated the affected area and set up traffic control to ensure worker safety. A traffic control plan was submitted and approved by the City's Traffic Control and Engineering staff. All work was performed around the clock in an effort to minimize traffic impacts and/or disruption of nearby businesses. In consultation with the City's engineering staff, it was determined that a bypass pumping system redirecting existing flows to the Rose Avenue Trunk sewer would be necessary. The Central Trunk flow was redirected to the Rose Avenue Trunk with no impacts. The Contractor excavated the point of failure, replaced the failed structure with C905 PVC pipe and constructed a new manhole.

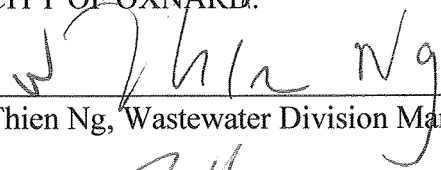
This task order work effort includes the following.

- Sewer infrastructure inspection and cleaning from Wooley Road to Oxnard Blvd
- Central Trunk bypass pumping (Wooley Road to Rose Avenue) for 15 days
- Traffic control
- Installation of temporary flow monitoring devices

Public Works Responsibilities for this Task Order:

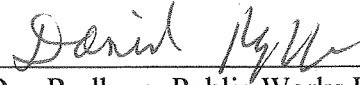
Construction Management and Project Inspection

CITY OF OXNARD:

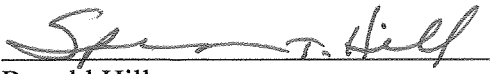

Thien Ng, Wastewater Division Manager


Robert Hearne, Interim City Engineer

APPROVED AS TO CONTENT:


Dan Rydberg, Public Works Director

CONTRACTOR:

 for
Ronald Hill
Sam Hill & Sons, Inc.

Budget Review


Ruth Osuna, Assistant City Manager

Greg Nyhoff, City Manager

SAM HILL & SONS, INC.

GENERAL ENGINEERING CONTRACTOR

P.O. BOX 5670, VENTURA, CALIFORNIA 93005

PHONE (805) 644-6278 FAX (805) 644-2813

ESTIMATING DEPT. FAX (805) 654-1223

CITY OF OXNARD SANITATION
5700 PERKINS RD
OXNARD CA 93033

Invoice No. 1900
Period From: 4/10/2017
Period Thru: 4/19/2017

PROJECT:

WOOLEY RD. & RICHMOND / OXNARD
REPLACE RCB W/36" PVC

JOB NO. 4515

04.10.17	EWT	4515041017	\$	44,994.50	✓
04.11.17	EWT	4515041117	\$	10,948.54	✓
04.12.17	EWT	4515041217	\$	7,914.21	✓
04.13.17	EWT	4515041317	\$	38,558.39	✓
04.14.17	EWT	4515041417	\$	4,749.75	✓
04.17.17	EWT	4515041717	\$	7,190.60	✓
04.17.17	EWT	4515041717-1	\$	11,530.73	✓
04.18.17	EWT	4515041817	\$	28,150.48	✓

CURRENT AMOUNT DUE \$ 154,037.20

**CONDITIONAL WAIVER AND RELEASE ON
PROGRESS PAYMENT**
(CA CIVIL CODE §8132)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information:

Name of Claimant: SAM HILL & SONS, INC
 Name of Customer: CITY OF OXNARD
 Job Location: WOOLEY ROAD & RICHMOND, OXNARD
 Owner: CITY OF OXNARD
 Through Date: 04/19/2017

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: CITY OF OXNARD
 Amount of Check: \$ 154,037.20
 Check Payable to: SAM HILL & SONS, INC

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
 Date(s) of waiver and release: _____
 Amount(s) of unpaid progress payment(s): \$ _____
- (4) Contract rights, including:
 (A) a right based on rescission, abandonment, or breach of contract, and
 (B) the right to recover compensation for work not compensated by the payment.

SIGNATURE

Claimant's Signature:

Melina Vickers

Claimant's Title:

ACCOUNTING

Date of Signature:

05/10/2017

SAM HILL & SONS, INC.

GENERAL ENGINEERING CONTRACTOR

P.O. BOX 5670, VENTURA, CALIFORNIA 93005

PHONE (805) 644-6278 FAX (805) 644-2813

ESTIMATING DEPT. FAX (805) 654-1223

CITY OF OXNARD SUMMARY SHEET

LOCATION: WOOLEY RD. & RICHMOND / OXNARD

EXTRA WORK TICKET # 4515041017

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	16	\$2,073.30 ✓
TOTAL HOURS AND COST OF ADDITIONAL LABOR	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$42,921.20 ✓
		TOTAL: <u>\$44,994.50</u> ✓

EXTRA WORK TICKET # 4515041117

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	25	\$3,236.40 ✓
TOTAL HOURS AND COST OF ADDITIONAL LABOR	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$7,712.14 ✓
		TOTAL: <u>\$10,948.54</u> ✓

EXTRA WORK TICKET # 4515041217

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	21	\$2,521.20 ✓
TOTAL HOURS AND COST OF ADDITIONAL LABOR	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$5,393.01
		TOTAL: <u>\$7,914.21</u> ✓

SAM HILL & SONS, INC.

GENERAL ENGINEERING CONTRACTOR

P.O. BOX 5670, VENTURA, CALIFORNIA 93005

PHONE (805) 644-6278 FAX (805) 644-2813

ESTIMATING DEPT. FAX (805) 654-1223

CITY OF OXNARD SUMMARY SHEET

LOCATION: WOOLEY RD. & RICHMOND / OXNARD

EXTRA WORK TICKET # 4515041317

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	21	\$2,521.20 ✓
TOTAL HOURS AND COST OF ADDITIONAL LABOR	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$36,037.19 ✓
TOTAL:		<u>\$38,558.39</u> ✓

EXTRA WORK TICKET # 4515041417

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	20	\$2,596.40 ✓
TOTAL HOURS AND COST OF ADDITIONAL LABOR	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$2,153.35 ✓
TOTAL:		<u>\$4,749.75</u> ✓

EXTRA WORK TICKET # 4515041717

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	33	\$4,762.80 ✓
TOTAL HOURS AND COST OF ADDITIONAL LABOR	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$2,427.80 ✓
TOTAL:		<u>\$7,190.60</u> ✓

SAM HILL & SONS, INC.

GENERAL ENGINEERING CONTRACTOR

P.O. BOX 5670, VENTURA, CALIFORNIA 93005

PHONE (805) 644-6278 FAX (805) 644-2813

ESTIMATING DEPT. FAX (805) 654-1223

CITY OF OXNARD SUMMARY SHEET

LOCATION: WOOLEY RD. & RICHMOND / OXNARD

EXTRA WORK TICKET # 4515041717-1

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	25	\$4,281.46 ✓
TOTAL HOURS AND COST OF ADDITIONAL LABOR	4.5	\$538.05 ✓
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$6,711.22 ✓
		TOTAL: <u>\$11,530.73</u> ✓

EXTRA WORK TICKET # 4515041817

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	25	\$3,916.40 ✓
TOTAL HOURS AND COST OF ADDITIONAL LABOR	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$24,234.08 ✓
		TOTAL: <u>\$28,150.48</u> ✓

EXTRA WORK TICKET # _____

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL LABOR	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$0.00 ✓
		TOTAL: <u>\$0.00</u>

3

CITY OF OXNARD
PUBLIC WORKS DEPARTMENT

TASK ORDER

Urgent Central Trunk Sewer Repair at S. Oxnard Boulevard

FY 16/17

Date:	08/14/2017	Task Order No:	63A
Contractor Name:	Sam Hill & Sons, Inc.	Estimated Cost:	\$22,207.36
Agreement No:	A-7721	Begin Date:	06/29/17
Specification No:	PW14-12	Completion Date:	06/30/17
Purchase Order No.:	5237	Account Number:	611-6631-821-8610
		Project Number:	176601

Scope of Services performed under this task order:

Due to unforeseen circumstances, additional urgent work to the Central Trunk Sewer was required in order to complete the original task order. This task order consisted of the replacement of 23-feet of 36-inch pipe underneath the railroad tracks, which is owned and operated by the Ventura County Railroad. In addition, the contractor installed protective manhole coatings to the recently replaced (6) manholes. This task order also consisted of the removal of all bypass piping/pumps, k-rails, trench plates and all traffic control. Furthermore, the contractor slurry filled the bypass trench at Oxnard Boulevard, paved the affected areas with new asphalt, and cleaned up the job site to remove and dispose of all debris. All work was performed in accordance with the City of Oxnard Standard Plates for Sewers and Street repairs

Work Performed:

- Manholes coating and patching
- Job site cleanup and debris removal

Public Works Responsibilities for this Task Order:

Construction Management and Project Inspection

CITY OF OXNARD:

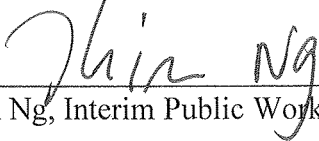


Thien Ng, Wastewater Division Manager



Robert Hearne, Interim City Engineer

APPROVED AS TO CONTENT:



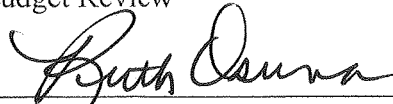
Thien Ng, Interim Public Works Director

CONTRACTOR:



Ronald Hill
Sam Hill & Sons, Inc.

Budget Review



Ruth Osuna, Assistant City Manager

Greg Nyhoff, City Manager

SAM HILL & SONS, INC.**GENERAL ENGINEERING CONTRACTOR**

P.O. BOX 5670, VENTURA, CALIFORNIA 93005

PHONE (805) 644-6278 FAX (805) 644-2813

ESTIMATING DEPT. FAX (805) 654-1223

CITY OF OXNARD SANITATION
5700 PERKINS RD
OXNARD CA 93033

Invoice No. 2010
Period From: 6/29/2017
Period Thru: 6/30/2017

PROJECT:
S. OXNARD BLVD. E/O DATE ST.

JOB NO. 4550

6.29.17	EWT	4550062917	\$	5,474.98
6.30.17	EWT	4550663017	\$	16,732.38

CURRENT AMOUNT DUE	\$	22,207.36
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**CONDITIONAL WAIVER AND RELEASE ON
PROGRESS PAYMENT**
(CA CIVIL CODE §8132)

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Identifying Information:

Name of Claimant: SAM HILL & SONS, INC
 Name of Customer: CITY OF OXNARD
 Job Location: S. OXNARD BLVD. E/O DATE ST. OXNARD
 Owner: CITY OF OXNARD
 Through Date: 06/30/17

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: CITY OF OXNARD
 Amount of Check: \$ 22,207.36
 Check Payable to: SAM HILL & SONS, INC

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
 Date(s) of waiver and release: _____
 Amount(s) of unpaid progress payment(s) \$ _____
- (4) Contract rights, including:
 (A) a right based on rescission, abandonment, or breach of contract, and
 (B) the right to recover compensation for work not compensated by the payment.

SIGNATURE

Claimant's Signature:

Claimant's Title:

Date of Signature:



ACCOUNTING

8/2/2017



Phone: (805) 644-6278
Fax: (805) 644-2813
Website: samhillandsons.com

EXTRA WORK TICKET

Date:	06/29/17
Job #:	4550

Customer:	CITY OF OXNARD (SANITATION)
Location:	S.OXNARD BLVD E/O DATE ST.
Day:	THURSDAY

EWTH# 4550062917

LABOR		STRAIGHT TIME			PREMIUM TIME			DOUBLE TIME		
NAME	Class	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
FRANKLIN,BRETT	Foreman	8	\$ 88.80	\$ 710.40	3	\$ 125.80	\$ 377.40			\$ 0.00
JAEQUEZ,KEVIN	Superintendent	2	\$ 84.80	\$ 169.60			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
		TOTAL		\$ 880.00	TOTAL		\$ 377.40	TOTAL		\$ 0.00

SUBCONTRACTOR/RENTED EQUIPMENT		
Description	Ticket #	Amount
SHS (END DUMP)	41227	\$ 544.50
AYAI A ENGINEERING (SPRAYING MANHOLES)	ON GOING	
TOTAL		\$ 544.50

MATERIAL		
Description	Quan.	Amount
HOME DEPOT (#104000000219337)		\$ 20.01
DEL NORTE RECYCLING (#2047412)		\$ 535.08
DEL NORTE RECYCLING (#2047447)		\$ 250.12
DEL NORTE RECYCLING (#2047225)		\$ 629.72
DEL NORTE RECYCLING (#2047171)		\$ 838.24
DEL NORTE RECYCLING (#2047131)		\$ 491.40
(SIGNED BY RAY TREVINO)		
TOTAL		\$ 2,764.57

OWNED EQUIPMENT				
Number	Description	Hours	Rate	Amount
	MOBILIZATION / DEMOBILIZATION	0	\$ 25.00	\$ 0.00
B-65	BACKHOE	8	\$ 50.00	\$ 400.00
P-126	SERVICE TRUCK	2	\$ 40.00	\$ 80.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
TOTAL OWNED EQUIPMENT				\$ 480.00

DATE	REMARKS
05/20/2014	CLEANING UP JOBSITE AND HAULING OFF TRASH.AYALA ENGINEERING STARTED PATCHING AND COATING MANHOLES.WORKED LATE SPRAYING MANHOLES.

SUBTOTAL	
LABOR	\$ 1,257.40
MATERIAL	\$ 2,764.57
OWNED EQUIPMENT	\$ 480.00
SUBCONTRACTOR/RENTED EQUIPMENT	\$ 544.50
% O.H & PROFIT	\$ 428.51
GRAND TOTAL	\$ 5,474.98

Foreman:

Approval: _____



P.O. BOX 5670
VENTURA, CA 93005
License No. 648594

Phone: (805) 644-6278
Fax: (805) 644-2813
Website: samhillandsons.com

EXTRA WORK TICKET

Date:	06/30/17
Job #:	4550

Customer:	CITY OF OXNARD (SANITATION)
Location:	S.OXNARD BLVD E/O DATE ST.
Day:	FRIDAY

EWTH#	4550063017
-------	------------

LABOR		STRAIGHT TIME			PREMIUM TIME			DOUBLE TIME		
NAME	Class	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
FRANKLIN,BRETT	Foreman	8	\$ 88.80	\$ 710.40	4	\$ 125.80	\$ 503.20	4.5	\$ 162.80	\$ 732.60
HERNANDEZ, TED	Operator	8	\$ 85.80	\$ 686.40	4	\$ 122.80	\$ 491.20	4.5	\$ 159.80	\$ 719.10
ESPINOZA, JOEY	Laborer	8	\$ 78.10	\$ 624.80	4	\$ 110.10	\$ 440.40	4.5	\$ 142.10	\$ 639.45
HERNANDEZ, TOMAS	Operator	8	\$ 85.80	\$ 686.40	4	\$ 122.80	\$ 491.20	4.5	\$ 159.80	\$ 719.10
BLAIR, MATT	Laborer	8	\$ 78.10	\$ 624.80	4	\$ 122.80	\$ 491.20	4.5	\$ 142.10	\$ 639.45
BEARDALL, GREG	Laborer	8	\$ 78.10	\$ 624.80	4	\$ 110.10	\$ 440.40	4.5	\$ 142.10	\$ 639.45
BRUNO, JOEY	Operator	8	\$ 85.80	\$ 686.40			\$ 0.00			\$ 0.00
JAQUEZ, KEVIN	Superintendent	2	\$ 84.80	\$ 169.60			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
TOTAL				\$ 4,813.60	TOTAL		\$ 2,857.60	TOTAL		\$ 4,089.15

SUBCONTRACTOR/RENTED EQUIPMENT		
Description	Ticket #	Amount
AYALA ENGINEERING (SPRAYING MANHOLES)	FORTHCOMING	
QUINN (CAT DOZER)	RENTAL ONGOING	
QUINN (WATERTRUCK)	RENTAL ONGOING	
TOTAL		\$ 0.00

OWNED EQUIPMENT				
Number	Description	Hours	Rate	Amount
	MOBILIZATION / DEMOBILIZATION	2	\$ 25.00	\$ 50.00
B-65	BACKHOE	16.5	\$ 50.00	\$ 825.00
EX-10	EXCAVATOR	16.5	\$ 113.00	\$ 1,864.50
B-67	BACKHOE	8	\$ 50.00	\$ 400.00
HR-1	HYRAM	4	\$ 72.00	\$ 288.00
GT-125	SERVICE TRUCK	16.5	\$ 40.00	\$ 660.00
CS-10	COMPRESSOR	8	\$ 20.00	\$ 160.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
TOTAL OWNED EQUIPMENT				\$ 4,247.50

MATERIAL		
Description	Quan.	Amount
GRIMES ROCK (#602477)		
GRIMES ROCK 602461		\$ 627.30
(SIGNED BY RAY TREVINO)		
TOTAL		\$ 627.30

REMARKS
SETUP TRAFFIC CONTROL AND RESET BYPASS UP AND REPAIR 23' OF BROKEN CLAY UNDERNEATH RAILROAD TRACKS.

SUBTOTAL	
LABOR	\$ 11,760.35
MATERIAL	\$ 627.30
OWNED EQUIPMENT	\$ 4,247.50
SUBCONTRACTOR/RENTED EQUIPMENT	\$ 0.00
% O.H & PROFIT	\$ 97.23
GRAND TOTAL	\$ 16,732.38

Foreman: 

Approval: 

CITY OF OXNARD
PUBLIC WORKS DEPARTMENT

TASK ORDER

Urgent Central Trunk Sewer Repair at S. Oxnard Boulevard

FY17/18

Date:	08/14/2017	Task Order No:	63B
Contractor Name:	Sam Hill & Sons, Inc.	Estimated Cost:	\$103,742.14
Agreement No:	A-7721	Begin Date:	07/11/17
Specification No:	PW14-12	Completion Date:	07/11/17
Purchase Order No.:	5237	Account Number:	611-6631-821-8610
		Project Number:	176601

Scope of Services performed under this task order:

Due to unforeseen circumstances, additional urgent work to the Central Trunk Sewer was required in order to complete the original task order. This task order consisted of the replacement of 23-feet of 36-inch pipe underneath the railroad tracks, which is owned and operated by the Ventura County Railroad. In addition, the contractor installed protective manhole coatings to the recently replaced (6) manholes. This task order also consisted of the removal of all bypass piping/pumps, k-rails, trench plates and all traffic control. Furthermore, the contractor slurry filled the bypass trench at Oxnard Boulevard, paved the affected areas with new asphalt, and cleaned up the job site to remove and dispose of all debris. All work was performed in accordance with the City of Oxnard Standard Plates for Sewers and Street repairs

Work Performed:

- Replaced approximately 23-feet of 36-inch pipe beneath the railroad tracks
- Contractor installed manhole protective coatings for 6 sewer manholes
- Assisted Ventura County Railroad with replacement of railroad tracks
- Removal of sewer bypass pumps and discharge piping
- Removal of all k-rails, trench plates, and all traffic control
- Slurry fill bypass trench under S. Oxnard Blvd
- Form and pour concrete curb and gutter at S. Oxnard Blvd
- Paving of trench from curb to curb on S. Oxnard Blvd
- Job site cleanup and debris removal

Public Works Responsibilities for this Task Order:

Construction Management and Project Inspection

CITY OF OXNARD:



Thien Ng, Wastewater Division Manager



Robert Hearne, Interim City Engineer

APPROVED AS TO CONTENT:



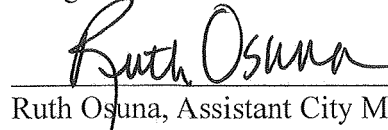
Thien Ng, Interim Public Works Director

CONTRACTOR:



Ronald Hill
Sam Hill & Sons, Inc.

Budget Review



Ruth Osuna, Assistant City Manager

Greg Nyhoff, City Manager



GENERAL ENGINEERING CONTRACTOR

P.O. BOX 5670, VENTURA, CALIFORNIA 93005
PHONE (805) 644-6278 FAX (805) 644-2813
ESTIMATING DEPT. FAX (805) 654-1223

CITY OF OXNARD SANITATION
5700 PERKINS RD
OXNARD CA 93033

Invoice No. 2010A
Period From: 7/1/2017
Period Thru: 7/11/2017

PROJECT:
S. OXNARD BLVD. E/O DATE ST.

JOB NO. 4550

07.01.17	EWT	4550070117	\$	6,457.62
07.03.17	EWT	4550070317	\$	39,333.15
07.05.17	EWT	4550070517	\$	8,441.52
07.06.17	EWT	4550070617	\$	4,062.38
07.07.17	EWT	4550070717	\$	16,471.02
07.10.17	EWT	4550071017	\$	8,083.66
07.11.17	EWT	4550071117	\$	20,892.79

CURRENT AMOUNT DUE \$ 103,742.14

**CONDITIONAL WAIVER AND RELEASE ON
PROGRESS PAYMENT**
(CA CIVIL CODE §8132)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information:

Name of Claimant: SAM HILL & SONS, INC
 Name of Customer: CITY OF OXNARD
 Job Location: S. OXNARD BLVD. E/O DATE ST. OXNARD
 Owner: CITY OF OXNARD
 Through Date: 7/11/17

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: CITY OF OXNARD
 Amount of Check: \$ 103,742.14
 Check Payable to: SAM HILL & SONS, INC

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
 Date(s) of waiver and release: _____
 Amount(s) of unpaid progress payment(s): \$ _____
- (4) Contract rights, including:
 (A) a right based on rescission, abandonment, or breach of contract, and
 (B) the right to recover compensation for work not compensated by the payment.

SIGNATURE

Claimant's Signature:

Claimant's Title:

Date of Signature:

Melina Vickers

ACCOUNTING

8/2/2017



P.O. BOX 5670
VENTURA, CA 93005
License No. 648594

Phone: (805) 644-6278
Fax: (805) 644-2813
Website: samhillandsons.com

EXTRA WORK TICKET

Date: 07/01/17
Job #: 4550

Customer: CITY OF OXNARD (SANITATION)
Location: S.OXNARD BLVD E/O DATE ST.
Day: SATURDAY

EWT#: 4550070117

LABOR		STRAIGHT TIME			PREMIUM TIME			DOUBLE TIME		
NAME	Class	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
FRANKLIN, BRETT	Foreman			\$ 0.00	5.5	\$ 125.80	\$ 691.90			\$ 0.00
HERNANDEZ, TED	Operator			\$ 0.00	5	\$ 122.80	\$ 614.00			\$ 0.00
ESPINOZA, JOEY	Laborer			\$ 0.00	5	\$ 110.10	\$ 550.50			\$ 0.00
HERNANDEZ, TOMAS	Operator			\$ 0.00	5	\$ 122.80	\$ 614.00			\$ 0.00
BEARDALL, GREG	Laborer			\$ 0.00	5	\$ 110.10	\$ 550.50			\$ 0.00
JAQUEZ, KEVIN	Superintendent			\$ 0.00	2	\$ 121.80	\$ 243.60			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
TOTAL				\$ 0.00	TOTAL		\$ 3,264.50	TOTAL		\$ 0.00

SUBCONTRACTOR/RENTED EQUIPMENT		
Description	Ticket #	Amount
TOTAL		\$ 0.00

OWNED EQUIPMENT				
Number	Description	Hours	Rate	Amount
	MOBILIZATION / DEMOBILIZATION	2	\$ 25.00	\$ 50.00
B-65	BACKHOE	5	\$ 50.00	\$ 250.00
EX-10	EXCAVATOR	0		\$ 0.00
B-67	BACKHOE	0		\$ 0.00
GT-125	SERVICE TRUCK	5	\$ 40.00	\$ 200.00
DT-121	DUMP TRUCK	5	\$ 40.00	\$ 200.00
P-126	FOREMANS TRUCK	2	\$ 40.00	\$ 80.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
TOTAL OWNED EQUIPMENT				\$ 780.00

MATERIAL		
Description	Quan.	Amount
STATE READY MIX (#5304)		
STATE READY MIX (#5312)		
STATE READY MIX (#5316)		\$ 2,089.28
(SIGNED BY RAY TREVINO)		
TOTAL		\$ 2,089.28

REMARKS

TAKE DOWN TEMPORARY FENCES AND POUR SLURRY AROUND PIPE AND THEN CONSTRUCT REBAR MAT TO INSERT INTO CONCRETE POUR OVER SLURRY. SET TEMPORARY FENCING BACKUP AND SECURE WORKING AREA FOR THE WEEKEND.

SUBTOTAL

LABOR	\$ 3,264.50
MATERIAL	\$ 2,089.28
OWNED EQUIPMENT	\$ 780.00
SUBCONTRACTOR/RENTED EQUIPMENT	\$ 0.00
% O.H & PROFIT	\$ 323.84
GRAND TOTAL	\$ 6,457.62

Foreman:

Approval:



P.O. BOX 5670
VENTURA, CA 93005
License No. 648594

Phone: (805) 644-6278
Fax: (805) 644-2813
Website: samhillandsons.com

EXTRA WORK TICKET

Date: 07/03/17
Job #: 4550

Customer: CITY OF OXNARD (SANITATION)
Location: S.OXNARD BLVD E/O DATE ST.
Day: MONDAY

EWT#: 4550070317

LABOR		STRAIGHT TIME			PREMIUM TIME			DOUBLE TIME		
NAME	Class	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
FRANKLIN, BRETT	Foreman	8	\$ 88.80	\$ 710.40			\$ 0.00			\$ 0.00
HERNANDEZ, TED	Operator	8	\$ 85.80	\$ 686.40			\$ 0.00			\$ 0.00
ESPINOZA, JOEY	Laborer	8	\$ 78.10	\$ 624.80			\$ 0.00			\$ 0.00
HERNANDEZ, TOMAS	Operator	8	\$ 85.80	\$ 686.40			\$ 0.00			\$ 0.00
BEARDALL, GREG	Laborer	8	\$ 78.10	\$ 624.80			\$ 0.00			\$ 0.00
JAQUEZ, KEVIN	Superintendent	2	\$ 84.80	\$ 169.60			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
TOTAL				\$ 3,502.40	TOTAL		\$ 0.00	TOTAL		\$ 0.00

SUBCONTRACTOR/RENTED EQUIPMENT		
Description	Ticket #	Amount
STEMAR (PICK UP)	#14050	\$ 762.90
STEMAR (PICK UP)	#14177	\$ 1,133.93
STEMAR (PICK UP)	#14212	\$ 1,017.68
H&H ENGINEERING	LUMP SUM	\$ 7,860.00
QUINN (WATER TRUCK)	ON GOING	
QUINN (DOZER)	ON GOING	
AYALA ENGINEERING	748	\$ 17,100.00
TOTAL		\$ 27,874.51

OWNED EQUIPMENT				
Number	Description	Hours	Rate	Amount
	MOBILIZATION / DEMOBILIZATION	2	\$ 25.00	\$ 50.00
B-65	BACKHOE	8	\$ 50.00	\$ 400.00
EX-10	EXCAVATOR	8	\$ 113.00	\$ 904.00
B-67	BACKHOE	0	\$ 50.00	\$ 0.00
GT-125	SERVICE TRUCK	8	\$ 40.00	\$ 320.00
DT-121	DUMP TRUCK	8	\$ 40.00	\$ 320.00
P-126	FOREMANS TRUCK	2	\$ 40.00	\$ 80.00
CW-15	COMPACTION WHEEL	8	\$ 15.00	\$ 120.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
TOTAL OWNED EQUIPMENT				\$ 2,194.00

MATERIAL		
Description	Quan.	Amount
VULCAN (#128503)		\$ 1,248.22
(SIGNED BY RAY TREVINO)		
TOTAL		\$ 1,248.22

REMARKS

TAKE DOWN TEMPORARY FENCING AND HAUL SAND IN WITH DUMP TRUCK. START COMPACTING WITH EXCAVATOR, ASSIST H&H ENGINEERING WITH RECONSTRUCTION OF RAILROAD TRACKS, ROCK AND COMPACT AROUND RAILROAD TRACKS ASSIST H&H WITH FLUSHING OF BYPASS PIPE

SUBTOTAL

LABOR	\$ 3,502.40
MATERIAL	\$ 1,248.22
OWNED EQUIPMENT	\$ 2,194.00
SUBCONTRACTOR/RENTED EQUIPMENT	\$ 27,874.51
% O.H & PROFIT	\$ 4,514.02
GRAND TOTAL	\$ 39,333.15

Foreman: 

Approval: 



P.O. BOX 5670
VENTURA, CA 93005
License No. 648594

Phone: (805) 644-6278
Fax: (805) 644-2813
Website: samhillandsons.com

EXTRA WORK TICKET

Date: 07/05/17
Job #: 4550

Customer: CITY OF OXNARD (SANITATION)
Location: S.OXNARD BLVD E/O DATE ST.
Day: WEDNESDAY

EWI#: 4550070517

LABOR		STRAIGHT TIME			PREMIUM TIME			DOUBLE TIME		
NAME	Class	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
FRANKLIN, BRETT	Foreman	8	\$ 88.80	\$ 710.40			\$ 0.00			\$ 0.00
HERNANDEZ, TED	Operator	8	\$ 85.80	\$ 686.40			\$ 0.00			\$ 0.00
ESPINOZA, JOEY	Laborer	8	\$ 78.10	\$ 624.80			\$ 0.00			\$ 0.00
HERNANDEZ, TOMAS	Operator	8	\$ 85.80	\$ 686.40			\$ 0.00			\$ 0.00
JAQUEZ, KEVIN	Superintendent	8	\$ 84.80	\$ 678.40			\$ 0.00			\$ 0.00
	N/A	2		\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
TOTAL				\$ 3,386.40	TOTAL		\$ 0.00	TOTAL		\$ 0.00

SUBCONTRACTOR/RENTED EQUIPMENT		
Description	Ticket #	Amount
TOTAL BARRICADE	35185	\$ 179.00
TRENCH PLATE & (RETURN)	VEN01300-17, VEN01301-18	\$ 452.50
		\$ 96.42
QUINN (DOZER)	ON GOING	
QUINN (WATER TRUCK)	ON GOING	
TOTAL		\$ 727.92

OWNED EQUIPMENT				
Number	Description	Hours	Rate	Amount
	MOBILIZATION / DEMOBILIZATION	2	\$ 25.00	\$ 50.00
B-65	BACKHOE	8	\$ 50.00	\$ 400.00
GT-125	SERVICE TRUCK	8	\$ 40.00	\$ 320.00
	FOREMANS TRUCK	2	\$ 40.00	\$ 80.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
TOTAL OWNED EQUIPMENT				\$ 850.00

MATERIAL		
Description	Quan.	Amount
FAMCON (#187505)		\$ 565.69
FAMCON (#187679)		\$ 423.64
STATE READY MIX (#5398)		
STATE READY MIX (#5408)		\$ 923.55
SANTA PAULA MATERIALS		\$ 1,000.00
(#120901, #120903, #120904)		
(#120906, #120907)		
(SIGNED BY RAY TREVINO)		
TOTAL		\$ 2,912.88

REMARKS
START BREAKING DOWN SEWER BYPASS. SETUP TRAFFIC CONTROL ON OXNARD BLVD. CUT WELDS OFF TRAFFIC PLATES AND PULL PLATES. SLURRY BYPASS TRENCH. RESET AND WELD PLATES. SETUP TRAFFIC CONTROL ON WOOLEY RD AND TRENCH PLATE PICKED UP K-RAILS. GRADING JOBSITE WITH DOZER AND WATER TRUCK.

SUBTOTAL	
LABOR	\$ 3,386.40
MATERIAL	\$ 2,912.88
OWNED EQUIPMENT	\$ 850.00
SUBCONTRACTOR/RENTED EQUIPMENT	\$ 727.92
% O.H & PROFIT	\$ 564.32
GRAND TOTAL	\$ 8,441.52

Foreman:

Approval:



P.O. BOX 5670
VENTURA, CA 93005
License No. 648594

Phone: (805) 644-8278
Fax: (805) 644-2813
Website: samhillandsons.com

EXTRA WORK TICKET

Date: 07/06/17
Job #: 4550

Customer: CITY OF OXNARD (SANITATION)
Location: S.OXNARD BLVD E/O DATE ST.
Day: THURSDAY

EWT#: 4550070617

LABOR		STRAIGHT TIME			PREMIUM TIME			DOUBLE TIME		
NAME	Class	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
FRANKLIN,BRETT	Foreman	8	\$ 88.80	\$ 710.40			\$ 0.00			\$ 0.00
HERNANDEZ, TED	Operator	8	\$ 85.80	\$ 686.40			\$ 0.00			\$ 0.00
ESPINOZA, JOEY	Laborer	8	\$ 78.10	\$ 624.80			\$ 0.00			\$ 0.00
HERNANDEZ, TOMAS	Operator	8	\$ 85.80	\$ 686.40			\$ 0.00			\$ 0.00
JAQUEZ, KEVIN	Superintendent	2	\$ 84.80	\$ 169.60			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
TOTAL				\$ 2,877.60	TOTAL		\$ 0.00	TOTAL		\$ 0.00

SUBCONTRACTOR/RENTED EQUIPMENT		
Description	Ticket #	Amount
QUINN (DOZER)	ON GOING	
QUINN (WATER TRUCK)	ON GOING	
TOTAL		\$ 0.00

OWNED EQUIPMENT				
Number	Description	Hours	Rate	Amount
	MOBILIZATION / DEMOBILIZATION	2	\$ 25.00	\$ 50.00
B-65	BACKHOE	8	\$ 50.00	\$ 400.00
GT-125	SERVICE TRUCK	8	\$ 40.00	\$ 320.00
	FOREMANS TRUCK	2	\$ 40.00	\$ 80.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
TOTAL OWNED EQUIPMENT				\$ 850.00

MATERIAL		
Description	Quan.	Amount
STATE READY MIX (#5469)		\$ 289.85
(SIGNED BY RAY TREVINO)		
TOTAL		\$ 289.85

REMARKS
GRADING JOBSITE WITH DOZER AND WATER TRUCK.FORM,POUR CURB AND GUTTER.

SUBTOTAL	
LABOR	\$ 2,877.60
MATERIAL	\$ 289.85
OWNED EQUIPMENT	\$ 850.00
SUBCONTRACTOR/RENTED EQUIPMENT	\$ 0.00
% O.H & PROFIT	\$ 44.93
GRAND TOTAL	\$ 4,062.38

Foreman:

Approval:



P.O. BOX 5670
VENTURA, CA 93005
License No. 648594

Phone: (805) 644-6278
Fax: (805) 644-2813
Website: samhillandsons.com

EXTRA WORK TICKET

Date: 07/07/17
Job #: 4550

Customer: CITY OF OXNARD (SANITATION)
Location: S.OXNARD BLVD E/O DATE ST.
Day: FRIDAY

EWTF# 4550070717

LABOR		STRAIGHT TIME			PREMIUM TIME			DOUBLE TIME		
NAME	Class	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
FRANKLIN,BRETT	Foreman	8	\$ 88.80	\$ 710.40			\$ 0.00			\$ 0.00
HERNANDEZ, TED	Operator	8	\$ 85.80	\$ 686.40			\$ 0.00			\$ 0.00
ESPINOZA, JOEY	Laborer	8	\$ 78.10	\$ 624.80			\$ 0.00			\$ 0.00
HERNANDEZ, TOMAS	Operator	8	\$ 88.80	\$ 710.40			\$ 0.00			\$ 0.00
JAQUEZ, KEVIN	Superintendent	2	\$ 84.80	\$ 169.60			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
TOTAL				\$ 2,901.60	TOTAL		\$ 0.00	TOTAL		\$ 0.00

SUBCONTRACTOR/RENTED EQUIPMENT		
Description	Ticket #	Amount
QUINN (WATER TRUCK)	ON GOING	
QUINN (DOZER)	02252401	\$ 2,394.89
SHS	41233	\$ 242.00
HERC RENTALS	29310517-002	\$ 8,059.34
TOTAL		\$ 10,696.23

OWNED EQUIPMENT				
Number	Description	Hours	Rate	Amount
	MOBILIZATION / DEMOBILIZATION	2	\$ 25.00	\$ 50.00
B-65	BACKHOE	8	\$ 50.00	\$ 400.00
GT-125	SERVICE TRUCK	8	\$ 40.00	\$ 320.00
P-126	FOREMANS TRUCK	2	\$ 40.00	\$ 80.00
TA-18	DUMP TRAILER	8	\$ 10.00	\$ 80.00
CS-13	COMPRESSOR	8	\$ 20.00	\$ 160.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
TOTAL OWNED EQUIPMENT				\$ 1,090.00

MATERIAL		
Description	Quan.	Amount
DEL NORTE RECYCLING (#2050253)		\$ 91.80
DEL NORTE RECYCLING (#2050410)		\$ 49.14
(SIGNED BY RAY TREVINO)		
TOTAL		\$ 140.94

REMARKS

GRADING JOBSITE WITH BACKHOE AND WATER TRUCK.
HAULING OFF THE LAST OF THE TRASH.BREAKOUT
CONCRETE PAD AROUND MANHOLE AND REFORMED.

SUBTOTAL

LABOR	\$ 2,901.60
MATERIAL	\$ 140.94
OWNED EQUIPMENT	\$ 1,090.00
SUBCONTRACTOR/RENTED EQUIPMENT	\$ 10,696.23
% O.H & PROFIT	\$ 1,842.25
GRAND TOTAL	\$ 16,471.02

Foreman:

Approval:



P.O. BOX 5670
VENTURA, CA 93005
License No. 648594

Phone: (805) 644-6278
Fax: (805) 644-2813
Website: samhillandsons.com

EXTRA WORK TICKET

Date:	07/10/17
Job #:	4550

Customer:	CITY OF OXNARD (SANITATION)
Location:	S.OXNARD BLVD E/O DATE ST.
Day:	MONDAY

EWT#	4550071017
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LABOR		STRAIGHT TIME			PREMIUM TIME			DOUBLE TIME		
NAME	Class	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
FRANKLIN,BRETT	Foreman	8	\$ 88.80	\$ 710.40	1	\$ 125.80	\$ 125.80			\$ 0.00
HERNANDEZ,TED	Operator	8	\$ 85.80	\$ 686.40	.5	\$ 122.80	\$ 61.40			\$ 0.00
ESPINOZA,JOEY	Laborer	8	\$ 78.10	\$ 624.80	.5	\$ 110.10	\$ 55.05			\$ 0.00
HERNANDEZ,TOMAS	Operator	8	\$ 88.80	\$ 710.40	.5	\$ 122.80	\$ 61.40			\$ 0.00
BEARDALL,GREG	Laborer	8	\$ 78.10	\$ 624.80	.5	\$ 110.10	\$ 55.05			\$ 0.00
JAQUEZ,KEVIN	Superintendent	2	\$ 84.80	\$ 169.60			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
TOTAL				\$ 3,526.40	TOTAL		\$ 358.70	TOTAL		\$ 0.00

SUBCONTRACTOR/RENTED EQUIPMENT		
Description	Ticket #	Amount
QUINN (WATER TRUCK)	ON GOING	
TOTAL BARRICADE	35205	\$ 597.00
TOTAL		\$ 597.00

OWNED EQUIPMENT				
Number	Description	Hours	Rate	Amount
	MOBILIZATION / DEMOBILIZATION	2	\$ 25.00	\$ 50.00
B-65	BACKHOE	8	\$ 50.00	\$ 400.00
GT-125	SERVICE TRUCK	8	\$ 40.00	\$ 320.00
P-126	SERVICE TRUCK	2	\$ 40.00	\$ 80.00
DT-121	DUMP TRUCK	8	\$ 40.00	\$ 320.00
RL-3	ASPHALT ROLLER	8	\$ 30.00	\$ 240.00
RT-6	WACKER/COMPACTION UNIT	8	\$ 15.00	\$ 120.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
TOTAL OWNED EQUIPMENT				\$ 1,530.00

MATERIAL		
Description	Quan.	Amount
VULCAN (#16408552)		\$ 45.58
GRANITE (#29060950,#29060946)		\$ 1,667.86
(SIGNED BY RAY TREVINO)		
TOTAL		\$ 1,713.44

REMARKS

SETUP TRAFFIC CONTROL,CUT WELDS OFF PLATES AND REMOVE THEM TO BASE PAVE EASTBOUND AND WESTBOUND #1 LANES.SWITCH TRAFFIC CONTROL AND REPEAT ON THE #2 LANES.

SUBTOTAL

LABOR	\$ 3,885.10
MATERIAL	\$ 1,713.44
OWNED EQUIPMENT	\$ 1,530.00
SUBCONTRACTOR/RENTED EQUIPMENT	\$ 597.00
% O.H & PROFIT	\$ 358.12
GRAND TOTAL	\$ 8,083.66

Foreman:

Approval:



P.O. BOX 5670
VENTURA, CA 93005
License No. 648594

Phone: (805) 644-6278
Fax: (805) 644-2813
Website: samhillandsons.com

EXTRA WORK TICKET

Date:	07/11/17	Customer:	CITY OF OXNARD (SANITATION)	BWTH	4550071117
Job #:	4550	Location:	S.OXNARD BLVD E/O DATE ST.		
		Day:	TUESDAY		

LABOR		STRAIGHT TIME			PREMIUM TIME			DOUBLE TIME		
NAME	Class	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
FRANKLIN,BRETT	Foreman	8	\$ 88.80	\$ 710.40	1	\$ 125.80	\$ 125.80			\$ 0.00
HERNANDEZ,TED	Operator	8	\$ 85.80	\$ 686.40	1	\$ 122.80	\$ 122.80			\$ 0.00
ESPINOZA,JOEY	Laborer	8	\$ 78.10	\$ 624.80	1	\$ 110.10	\$ 110.10			\$ 0.00
HERNANDEZ,TOMAS	Operator	8	\$ 85.80	\$ 686.40	1	\$ 122.80	\$ 122.80			\$ 0.00
JAEQUEZ,KEVIN	Superintendent	2	\$ 84.80	\$ 169.60			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
	N/A			\$ 0.00			\$ 0.00			\$ 0.00
		TOTAL		\$ 2,877.60	TOTAL		\$ 481.50	TOTAL		\$ 0.00

SUBCONTRACTOR/RENTED EQUIPMENT		
Description	Ticket #	Amount
QUINN (WATER TRUCK) (CLOSE OUT)	020939	\$ 2,428.09
BERRY ENGINEERING	13393	\$ 9,597.92
TRENCH PLATE RENTAL	25.02255-17	\$ 1,370.76
TRENCH PLATE RENTAL	25.02256-17	\$ 235.95
TOTAL		\$ 13,632.72

OWNED EQUIPMENT				
Number	Description	Hours	Rate	Amount
	MOBILIZATION / DEMOBILIZATION	2	\$ 25.00	\$ 50.00
B-65	BACKHOE	8	\$ 50.00	\$ 400.00
G7-125	SERVICE TRUCK	8	\$ 40.00	\$ 320.00
P-126	SERVICE TRUCK	2	\$ 40.00	\$ 80.00
DT-121	DUMP TRUCK	3	\$ 40.00	\$ 120.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
TOTAL OWNED EQUIPMENT				\$ 970.00

MATERIAL		
Description	Quan.	Amount
TRAFFIC TECHNOLOGIES (#26803)		\$ 481.37
FAMCON (#188136)		\$ 113.69
CHAPIN (#236439)		\$ 113.08
(SIGNED BY RAY TREVINO)		
TOTAL		\$ 708.14

REMARKS

SETUP TRAFFIC CONTROL ON EAST & WESTBOUND # 1 LANES AND BERRY CAP PAVED. TAKE DOWN AND RESET TRAFFIC CONTROL ON THE #2 LANES AND BERRY CAP PAVED. LAY DOWN NEW TRAFFIC STRIPPING. POURED CONCRETE PAD AROUND LAST MANHOLE AND FINISHED GRADING JOBSITE. HAUL ALL EQUIPMENT AND SUPPLIES OFF. JOB COMPLETE.

SUBTOTAL	
LABOR	\$ 3,359.10
MATERIAL	\$ 708.14
OWNED EQUIPMENT	\$ 970.00
SUBCONTRACTOR/RENTED EQUIPMENT	\$ 13,632.72
% O.H & PROFIT	\$ 2,222.83
GRAND TOTAL	\$ 20,892.79

Foreman:

Approval: _____

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Thien Ng

Date: October 10, 2017
Phone: 271-2220

Reason for Appropriation:

Appropriates additional funds to cover Task Order #63B with Sam Hill & Sons, Inc. for immediate repairs to Central Trunk Sewer such as replacing pipe and repairs to manholes, as well as an additional \$500 to cover overexpenditures within the project.

Accounts and Descriptions

AMOUNT

Fund: 611- WASTEWATER COLLECTION OPERATING FUND

Expenditures/Transfers Out

Project# 176601- Central Trunk Sewer Repairs

611-6631-821.86-10	CAPITAL OUTLAY / CONSTRUCTION OTHER	105,000
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Sub-total Expenditures	105,000
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Net Change to Fund Balance	(105,000)
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Net Appropriation Change	105,000
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Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____
 BA Doc# (Finance Use Only) _____
 Rev _____

Packet Pg. 128