

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
June 20, 2017
Regular Meeting - 5:30 PM
Closed Session - 4:30 PM

A. ROLL CALL/POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (4:30 PM)

1. Conference with Legal Counsel – Potential Litigation

CC On the advice of the City Attorney, 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 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 potential litigation.

2. Public Employee Performance Evaluation

CC Title: City Attorney

The City Attorney requested that this item be discussed in closed session under the Brown Act exception of Government Code section 54957(b)(1) (public employee performance evaluation).

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

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

D. OPENING CEREMONIES (5:30 PM)

Pledge of allegiance to the flag of the United States.

E. APPOINTMENT ITEMS

1. SUBJECT: Oxnard Downtown Management District Annual Update(10/10/10)

RECOMMENDATION: That the City Council adopt a resolution ordering the levy and collection of assessments within the Oxnard Downtown Management District (“ODMD”) for Fiscal Year (“FY”) 2017-18.

Legislative Body: CC

Contact: Kymberly Horner

Phone: 385-7407

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

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

I. REVIEW OF INFORMATION/CONSENT AGENDA

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

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION CONSENT AGENDA**City Attorney Department**

1. **SUBJECT:** Adoption of Updated Code Compliance and Nuisance Abatement Provisions
RECOMMENDATION: That City Council waive the second reading and adopt Ordinance No. 2919 adding Article XIX to Chapter 7 of the Oxnard City Code relating to recording of notices of violation for property related violations, and Section 7-160 relating to authorizing judicial remedies and attorney's fees for nuisance actions.

Legislative Body: CC

Contact: Stephen M. Fischer

Phone: 385-7483

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. NBS Government Finance Group (7934-17-FN) for consulting support for the waterways district (\$39,895).

B. Landscape Development, Inc. (7848-17-FN) maintenance services for Westport CFD No. 2 (\$37,000).

C. Landscape Development, Inc. (7849-17-FN) maintenance services for Seabridge CFD No. 4 (\$48,600).

D. Green Gardens Group, LLC. (5406-11-PW) for water conservation landscaping classes, development and support.

E. ProUsys, Inc. (A-7612) for SCADA services for Water Resources (\$150,000).

F. Compuwave for purchase of computer hardware and software (\$75,000).

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Fire Department

3. **SUBJECT:** Authorization to Submit Assistance to Firefighters Grant for Smoke Detectors
RECOMMENDATION: That City Council adopt a resolution authorizing:

1. The Fire Chief to submit an application to the Federal Emergency Management Agency (FEMA) Assistance to Firefighters grant in the amount of \$166,550;

2. The City Manager to execute the grant agreement if grants funds are awarded to the City;

3. The Chief Financial Officer to appropriate the funds and perform all other required

financial actions;

4. The Fire Chief or designee to submit non-financial reports.

Legislative Body: CC

Contact: Darwin Base

Phone: 385-7700

Police Department

4. SUBJECT: Updated Procedures for the City's Emergency Cost Recovery Program

RECOMMENDATION: That City Council adopt a resolution updating procedures for emergency response cost recovery.

Legislative Body: CC

Contact: Scott Whitney

Phone: 385-7624

Public Works Department

5. SUBJECT: Acceptance of the California Green Business Network Grant

RECOMMENDATION: That City Council approves and authorizes the City Manager to execute a grant agreement with Ecology Action of Santa Cruz, Inc., as an award under the California Air Resources Board Pollution Prevention Grant, to initiate the City of Oxnard Green Business Certification Program.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

L. PUBLIC HEARINGS

Finance Department

1. SUBJECT: Adoption of Resolution Approving Engineer's Report and Ordering the Levy and Collection of Assessments for the Fiscal Year 2017-18 Within the City's Landscape Maintenance Districts (5/5/5)

RECOMMENDATION: That City Council:

1. Hold a public hearing to receive public testimony regarding the proposed Fiscal Year 2017-2018 assessments in the City's Landscape Maintenance Districts, and
2. Adopt a resolution approving the Fiscal Year 2017-2018 Consolidated Engineer's Report and ordering the levy and collection of assessments for Fiscal Year 2017-2018 within the City's Landscape Maintenance Districts pursuant to the Landscaping and Lighting Act of 1972.

Legislative Body: CC

Contact: Jim Throop

Phone: 385-7475

2. SUBJECT: Resolution to Levy the Fiscal Year 2017-2018 Assessments in Mandalay Beach Maintenance District (5/5/5)

RECOMMENDATION: That City Council:

1. Hold a public hearing to receive public testimony regarding the proposed Fiscal Year 2017-2018 assessments for the Mandalay Beach Maintenance District.
2. Adopt a resolution fixing the special assessments in the Mandalay Beach Maintenance District for Fiscal Year 2017-2018.

Legislative Body: CC

Contact: Jim Throop

Phone: 385-7475

3. SUBJECT: Resolution to Levy Waterway Maintenance District Assessments - Fiscal Year 2017-2018 (5/5/5)

RECOMMENDATION: That City Council:

1. Hold a public hearing regarding proposed assessments for the Waterway Maintenance District for Fiscal Year 2017-2018, and
2. Adopt a resolution for Fiscal Year 2017-2018 fixing assessments for the Waterway Maintenance District.

Legislative Body: CC

Contact: Jim Throop

Phone: 385-7475

4. SUBJECT: Ordering the Dissolution of Eighteen Landscape Maintenance Districts (5/5/5)
RECOMMENDATION: That City Council hold a public hearing to receive public testimony regarding the dissolution of eighteen (18) of the City's Landscape Maintenance Districts for Fiscal Year 2017-2018 pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highway Code (commencing with Section 22500).
Legislative Body: CC Contact: Jim Throop Phone: 385-7475

Development Services Department

5. SUBJECT: Planning and Zoning Permit Nos. 16-500-08 (Special Use Permit), 16-535-02 (Density Bonus), and 15-300-09 (Tentative Tract Map), "First and Hayes". Steven J Dwyer, Habitat for Humanity of Ventura County, 1850 Eastman Avenue, Oxnard, CA 93030. (5/5/10)

RECOMMENDATION: That the City Council:

- a) Approve Planning and Zoning Permit No. 16-500-08 (Special Use Permit), subject to certain findings and conditions;
- b) Approve Planning and Zoning Permit No. 16-535-02 (Density Bonus), subject to certain findings and conditions; and
- c) Approve Planning and Zoning Permit No. 16-300-09 (Tentative Subdivision Map for Tract No. 5597), subject to certain findings and conditions.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

M. REPORTS

Economic Development Department

1. SUBJECT: Agreement Between Oxnard Convention & Visitors Bureau & City of Oxnard (10/10/25)

RECOMMENDATION: Staff requests approval to enter into a one-year agreement beginning July 1, 2017 through June 30, 2018 between the City of Oxnard ("City") and the Oxnard Convention and Visitors Bureau ("OCVB") to provide services in the promotion of the City and area in order to attract more visitors and generate economic benefits. For these services, the City will compensate the OCVB in the amount of \$712,360 which is an increase of \$77,124 over the current amount of City funding for OCVB.

Legislative Body: CC

Contact: Kymerly Horner

Phone: 385-7407

Finance Department

2. **SUBJECT:** Adoption of Fiscal Year 2017-18 Operating Budget and Capital Improvement Projects (10/20/10)

RECOMMENDATION: 1. That City Council adopt the following resolutions:

(a) A Resolution of the City Council of the City of Oxnard Approving the City Operating Budget for the Fiscal Year 2017-2018; and

(b) A Resolution of the City Council of the City of Oxnard Establishing An Appropriation Limit for the Fiscal Year 2017-2018; and

(c) A Resolution of the City Council of the City of Oxnard Authorizing Full-Time Equivalent Positions in the City Service Effective July 1, 2017 in accordance with the Operating Budget for the 2017-2018 Fiscal Year; and

(d) A Resolution of the City Council of the City of Oxnard Authorizing Classification and Salary Schedules Resolutions and Approving the attached Classification and Salary Schedule; and

(e) A Resolution of the City Council of the City of Oxnard Establishing Financial Management Policies.

2. That City Council authorizes the City Manager to transfer and make adjustment of inter-fund transfers on June 30, 2017 to eliminate cash deficits in funds when necessary including: Utilities Funds, Capital Improvements, Impact Fee Funds, Assessment District Funds, Grants Funds, Debt Service Fund, and all other funds that may need such adjustments.

3. That the Housing Commissioners adopt a resolution approving the Housing Authority's Fiscal Year 2017-18 Operating and Capital Budget.

Legislative Body: CC, HA

Contact: Jim Throop

Phone: 385-7475

Public Works Department

3. **SUBJECT:** Fourth Amendment to Agreement No. A-7620 with Aquatic Bioassay Consulting Laboratories, Inc (5/5/5)

RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Fourth Amendment to Agreement No. A-7620 with Aquatic Bioassay and Consulting Laboratories, Inc. for water monitoring services, adding an amount of \$449,111 for a total agreement amount of \$1,995,074 and extending the termination date to July 1, 2018.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

N. PUBLIC COMMENTS ON REPORTS

At this time, a person may address the legislative body only on matters appearing on the reports. The presiding officer shall permit a person to address the legislative body after the staff presentation on the report and before the consideration of the report by the legislative body. The presiding officer shall limit public comments to three minutes.

O. ADJOURNMENT



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 1

DATE: June 20, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Kymberly Horner
Economic Development Director

SUBJECT: Oxnard Downtown Management District Annual Update(10/10/10)

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

RECOMMENDATION:

That the City Council adopt a resolution ordering the levy and collection of assessments within the Oxnard Downtown Management District (“ODMD”) for Fiscal Year (“FY”) 2017-18.

BACKGROUND

The Property and Business Improvement District Law of 1994, Part 7 of Division 18 of the California Streets and Highways Code, commencing with Section 36600 (the “Law”), authorizes cities to establish property and business improvement districts (the “PBIDs”) within business districts to promote enhanced economic revitalization and physical maintenance of such business districts. The Law authorizes cities to approve the levy and collection of assessments on real property within such districts for the purpose of providing enhanced improvements and promoting activities that specifically benefit real property within such districts.

On July 29, 2014, the Oxnard City Council re-established and modified the Downtown PBID (the “District”) for a five-year period (FY 2014-15 – FY 2018-19). Annually, the City Council adopts a resolution to approve the levy and collection of assessments against lots and parcels of real property within the District. The proposed improvements and activities include providing street, sidewalk, alley and parking lot cleaning and other services supplemental to those normally provided by the City; a public safety program; promotions and marketing; expansion of thematic

ODMD Annual Update (10/10/10)

June 20, 2017

Page 2

physical amenities throughout Downtown; and other improvements and activities which benefit businesses and real property located within the District. The District's Annual Report will be provided to the City Council at a future Council meeting in accordance with the Agreement between the City and the District.

The proposed assessment is \$454,094.55, which reflects no rate increase over the previous fiscal year. Of the total assessments to be levied, \$317,529.92 is to be charged to private owners and \$136,564.63 to public agencies. In accordance with the Management District Plan, the amount to be levied and collected for each fiscal year may be increased by an amount not-to-exceed five percent per year. There is no increase in the assessment for FY 2017-18.

FINANCIAL IMPACT

The City will be responsible for submitting to the County of Ventura an annual assessment roll for the District for FY 2017-18. Any assessed non-City public agencies, for which the County does not bill a District assessment, will receive a hand bill from the City. The District assessment revenues collected by the County and paid to the City will be remitted to the Oxnard Downtown Management District at a minimum of twice a year.

The Community Development Commission Successor Agency ("Successor Agency") will be responsible for the assessments of properties owned by the former Redevelopment Agency/Community Development Commission ("CDC"), and the City will be responsible for properties owned by the City, Housing Authority, and Parking Authority. The Successor Agency's 2017-18 PBID Assessment is approximately \$11,393.62 and is an approved item on the 2017-18 Annual Recognized Obligation Payment Schedule ("ROPS"). The City's 2017-18 PBID Assessment is approximately \$125,172 and is included in the General Fund Economic Development Proposed FY 2017-18 (Account no. 101-8210-801.85-28).

STRATEGIC PRIORITIES

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

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

Objective 2b. Improve relationships and communication between the City and the business community.

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

Objective 2d. Public safety will collaborate with the business community to promote an

ODMD Annual Update (10/10/10)

June 20, 2017

Page 3

environment that supports economic development.

Goal 3. Enhance business retention and attraction.

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

Objective 5a. Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and historic assets.

ATTACHMENTS:

Attachment A - Resolution

Attachment 2 - Map

ATTACHMENT 1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF OXNARD APPROVING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2017-18 WITHIN THE OXNARD DOWNTOWN MANAGEMENT DISTRICT, PURSUANT TO THE PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994, PART 7 OF DIVISION 18 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

WHEREAS, the Property and Business Improvement District Law of 1994, Part 7 of Division 18 of the California Streets and Highways Code, commencing with Section 36600 (the “Law”), authorizes cities to establish property and business improvement districts (“PBIDs”) within business districts to promote the economic revitalization and physical maintenance of such districts; and

WHEREAS, the Law authorizes cities to levy and collect assessments on real property within such districts for the purpose of providing improvements and promoting activities that specially benefit real property within such districts; and

WHEREAS, on July 29, 2014, the Oxnard City Council (the “City Council”) re-established and modified for a five-year period the PBID named the Oxnard Downtown Management District (the “ODMD”); and

WHEREAS, it is necessary for the City Council to adopt a resolution to levy and collect assessments in the ODMD for this upcoming fiscal year;

NOW, THEREFORE, the City Council resolves as follows:

Section 1. The levy and collection of assessments against lots and parcels of real property within the ODMD for fiscal year 2017-18 is ordered as shown on Exhibit “A,” attached hereto and incorporated herein by reference.

Section 2. The proposed improvements and activities for the ODMD include providing street, sidewalk, alley and parking lot cleaning and other municipal services supplemental to those normally provided by the City of Oxnard; a public safety/ambassador guide program; promotions and marketing; expansion of thematic physical amenities throughout downtown Oxnard and other improvements and activities which benefit businesses and real property located in the ODMD.

Section 3. The assessment to be levied and collected for fiscal year 2017-18 is \$454,094.55, which reflects a rate increase of zero percent (0%) over the previous fiscal year. Of the total assessments to be levied, \$317,529.92 is to be charged to private owners and

\$136,564.63 to public agencies. In accordance with the ODMD's plan, the amount to be levied and collected for each fiscal year may be increased by an amount not to exceed five percent (5%) per year.

The ODMD Board of Directors has approved an increase of zero percent (0%) for fiscal year 2017-18.

Section 4. The City of Oxnard Chief Financial Officer is hereby authorized to request the County of Ventura to collect assessments for the ODMD for fiscal year 2017-18.

Section 5. The City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the fiscal year 2017-18 Assessment Roll, referenced herein as Exhibit "A," to the Ventura County Auditor, as may be required to place said assessment on the secured property tax roll for fiscal year 2017-18.

PASSED AND ADOPTED this 20th day of June, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

 Tim Flynn, Mayor

ATTEST:

 Michelle Ascencion, City Clerk

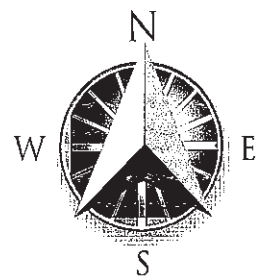
APPROVED AS TO FORM:

 Stephen Fischer, City Attorney



OXNARD DOWNTOWN
MANAGEMENT DISTRICT
BOUNDARY

MAP NOT TO SCALE





**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: June 20, 2017

TO: City Council

FROM: Stephen Fischer
City Attorney

Jefferson Billingsley

SUBJECT: Adoption of Updated Code Compliance and Nuisance Abatement Provisions

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

RECOMMENDATION:

That City Council waive the second reading and adopt Ordinance No. 2919 adding Article XIX to Chapter 7 of the Oxnard City Code relating to recording of notices of violation for property related violations, and Section 7-160 relating to authorizing judicial remedies and attorney's fees for nuisance actions.

BACKGROUND

This agenda item is for the adoption of Ordinance No. 2919 adding Article XIX to Chapter 7 of the Oxnard City Code relating to recording of notices of violation for property related violations, and Section 7-160 relating to authorizing judicial remedies and attorney's fees for nuisance actions. This ordinance was introduced by the City Council at its meeting on June 6, 2017. At that meeting the City Council approved the first reading of the ordinance.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of

Adoption of Updated Code Compliance and Nuisance Abatement Provisions

June 20, 2017

Page 2

prevention, intervention, and suppression efforts that address crime and underlying issues.

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

FINANCIAL IMPACT

No financial impact at this time; however there is potential future cost recovery of fees as authorized by the ordinance.

ATTACHMENTS:

Attachment A: Code Compliance Ordinance - Final

ORDINANCE OF THE CITY OF OXNARD

ORDINANCE NO. 2919

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE XIX TO CHAPTER 7 OF THE OXNARD CITY CODE RELATING TO RECORDING OF NOTICES OF VIOLATION FOR PROPERTY RELATED VIOLATIONS AND SECTION 7-160 RELATING TO AUTHORIZING JUDICIAL REMEDIES AND ATTORNEYS FEES FOR NUISANCE ACTIONS

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WHEREAS, Article XI, Section 7 of the California Constitution provides that the City may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, pursuant to Government Code section 27201, the City may record notices of violations and other real property notices as authorized by local ordinance; and

WHEREAS, the City wishes to add Article XIX (Recording Notices of Violations) to Chapter 7 (Nuisances) of the Oxnard City Code to authorize the recording of notices of violations related to serious property violations with the County Recorder; and

WHEREAS, pursuant to Government Code section 38773.5, the City may provide by ordinance for the recovery of attorney's fees in nuisance abatement actions.

WHEREAS, the City wishes to add Section 7-160 to Chapter 7 of the Oxnard City Code to authorize the City Attorney's office to initiate civil actions to abate nuisances and allow for attorney's fees to the prevailing party.

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

Part 1. Article XIX of Chapter 7 of the Oxnard City Code is hereby added to read as follows:

“ARTICLE XIX. RECORDING NOTICES OF VIOLATIONS

SEC. 7-310. PURPOSE.

(A) The city council finds that there is a need to give notice of pending and open enforcement actions and property-related code violation actions to persons who may subsequently acquire the property as a means to ensure such violations will be corrected. An appropriate method to accomplish this is through the issuance and recordation of notices of violation.

(B) The procedures established in this article shall be in addition to any criminal, civil, or other remedy established by law which may be pursued to address violations of the city code or applicable state or uniform codes.

SEC. 7.311. QUALIFYING VIOLATIONS.

This article shall apply to serious property related violations of the city code, state code or any adopted uniform code. Serious property violations are defined as those affecting the health and safety of persons upon or near the property and other hazardous conditions related to structures. This article does not apply to minor non-hazardous violations or property maintenance violations that do not pose a threat to public health and safety. The code compliance manager (manager) shall make the qualifying violation determination pursuant to this article.

SEC. 7.312. PROCEDURES.

(A) Once the manager has issued a notice of violation to a responsible person for a qualifying violation, if the property remains in violation after the deadline established in the notice, the manager may record the notice of violation with the Ventura County Recorder's office. For purposes of this article, the responsible person shall be as defined in section 7.51(J) of this code.

(B) Before recordation, the manager shall provide the responsible person with the notice of violation which shall state that such notice will be recorded unless a written request to appeal the action is received pursuant to the procedures outlined in this article. The notice of violation shall be served in accordance with the methods set forth in section 7.313.

(C) If a written request for appeal is not received within the time frame specified in the notice of violation, the manager may thereafter cause the notice of violation to be recorded if the violations remain.

(D) The recorded notice of violation shall include the following:

- (1) The name of the responsible person;
- (2) The name of the property owner, if different from the responsible person;
- (3) Street address and parcel number;
- (4) The code section(s) in violation;
- (5) A description of the conditions which violates the applicable codes;
- (6) A list of necessary corrections to bring the property into compliance;
- (7) A deadline or specific date to correct the violations listed in the notice of violation, after which the notice of violation will be recorded;
- (8) A description of the appeal process and a written appeal form.

SEC. 7.313. SERVICE OF NOTICE OF VIOLATION.

The notice of violation shall be served in accordance with either paragraph A, B, or C of this section:

(A) An enforcement officer may personally serve the notice of violation on the responsible person. A declaration of service shall be completed and attached to a copy of the notice of violation mailed to the responsible person via first class mail.

(B) An enforcement officer may post the property in a conspicuous location with a copy of the notice of violation. A copy shall also be mailed via certified mail to the responsible person's last known address. An address shown on the county's last equalized property tax assessment rolls is deemed to be a valid address for service.

(C) If the responsible person is not the property owner; the notice shall also be mailed via certified mail to the property owner.

(D) Service is deemed accomplished on the date the notice of violation is personally served or posted in accordance with this section.

(E) A copy of the notice of violation shall be mailed via first class mail to any mortgage holder, property manager, agent for service, or owner's next of kin as applicable, but failure of one of these parties to receive notice shall not invalidate any action under this article.

SEC. 7.314. APPEAL PROCESS.

(A) An appeal of the manager's notice of violation shall utilize the procedures and timelines set forth in chapter 1, article V of this code.

(B) Upon receiving a written appeal, the manager shall schedule a hearing pursuant to the procedures set forth in section 1.58. The purpose of the hearing is for the responsible person or property owner to state any reasons why the notice of violation should not be recorded.

(C) The failure of any person to file an appeal in accordance with these provisions shall constitute a waiver of the right to an administrative hearing and shall not affect the validity of the recorded notice of violation.

SEC. 7.315. APPEAL HEARING.

(A) At the appeal hearing, the hearing officer shall only consider evidence that is consistent with the city's rules and procedures for administrative hearings, and that is relevant to the following issues:

(1) Whether the conditions listed in the notice of violation violate the city code, state code or any adopted uniform code; and

(2) Whether the manager afforded the responsible person with due process by adhering to the notification procedures specified in this article.

(B) If the hearing officer affirms the manager's decision, the manager may proceed to record the notice of violation.

(C) If the hearing officer determines that recordation is improper, the hearing officer shall invalidate the manager's decision to record the notice of violation.

SEC. 7.316. NOTICE OF COMPLIANCE.

(A) When the violations listed on the notice of violation have been corrected, the responsible person or property owner shall file with the manager a written request for a notice of compliance on a form provided by the city.

(B) Once the manager receives this request, the manager, or designee, shall re-inspect the property within 20 days from receipt of the request to determine whether the violations listed in the notice of violation have been corrected and whether all necessary permits have been issued and final inspections have been performed.

(C) The manager shall provide a notice of compliance to the responsible person or property owner if the manager determines that the following conditions are met:

(1) All violations listed in the recorded notice of violation have been corrected;

(2) All necessary permits have been issued and finalized;

(3) All administrative fines or civil penalties have been paid;

(4) The party requesting the issuance of the notice of compliance shall be responsible for payment of all administrative fees necessary to reimburse the city for all costs involved in the issuance of the notice, including re-inspection.

(D) Administrative costs may include costs incurred in the investigation, inspection, re-inspection, title search, appeal hearing, and any other processing costs associated with the violations specified on the notice of violation.

(E) If the manager denies a request to issue a notice of compliance, the manager shall serve the requesting party, the responsible person and the property owner with a written explanation within five (5) days from the inspection setting forth the reasons for the denial. The written explanation shall be served by any of the methods of service listed in section 7.313 or by certified mail.

(F) The manager's decision denying a request to issue a notice of compliance constitutes the final decision in the matter and is not appealable.

(G) It shall be the responsibility of the responsible person or property owner to record the notice of compliance with the county recorder and this recording shall have the effect of canceling the recorded notice of violation.

SEC. 7.317. PROHIBITION AGAINST ISSUANCE OF CITY PERMITS.

For properties where a notice of violation has been recorded, the city may withhold permits for repair, construction and/or alteration on the affected property until a notice of compliance has been issued by the manager. The city may not withhold permits which are necessary to obtain a notice of compliance or which are necessary to correct serious health and safety violations.”

Part 2. Section 7-160 is added to Article XVII of Chapter 7 of the Oxnard City Code to read as follows:

“SEC. 7-160. JUDICIAL REMEDIES.

(A) In addition to the other remedies of this chapter the city attorney is authorized to:

(1) Commence a civil action in the superior court to enforce all or any of the provisions of any abatement order;

(2) Commence a civil action, including seeking a receivership, to abate a public nuisance as an alternative to, or in conjunction with, an administrative proceeding pursuant to this chapter.

(B) In any civil action, administrative or special proceeding brought to abate a public nuisance, the prevailing party will be entitled to recover attorneys’ fees; provided, that attorneys’ fees will only be available in those actions or proceedings in which the city has provided notice at the commencement of such action or proceeding that it intends to seek and recover its own attorneys’ fees. In no action or proceeding shall an award of attorneys’ fees exceed the amount of reasonable attorneys’ fees incurred by the city in the action or proceeding.”

Part 3. 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 they would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

Part 4. Exempt from CEQA. The City Council determines and finds that this ordinance is exempt from the California Environmental Quality Act under section 15061(b)(3) because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Part 5. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 6. 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. Ordinance No. 2919 was first read on June 6, 2017 and finally adopted on June 13, 2017 to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: June 20, 2017

TO: City Council

FROM: Greg Nyhoff
City Manager

A handwritten signature in blue ink that reads "Greg Nyhoff".

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. NBS Government Finance Group (7934-17-FN) for consulting support for the waterways district (\$39,895).
- B. Landscape Development, Inc. (7848-17-FN) maintenance services for Westport CFD No. 2 (\$37,000).
- C. Landscape Development, Inc. (7849-17-FN) maintenance services for Seabridge CFD No. 4 (\$48,600).
- D. Green Gardens Group, LLC. (5406-11-PW) for water conservation landscaping classes, development and support.
- E. ProUsys, Inc. (A-7612) for SCADA services for Water Resources (\$150,000).
- F. Compuwave for purchase of computer hardware and software (\$75,000).

BACKGROUND

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

Agreements for City Council Review
June 20, 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 June 20, 2017

City Manager Contract List for 06/20/2017

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

A Consulting services to Waterways District

Vendor:	NBS Government Finance Group	Amount to be Approved:	\$39,895
Type:	Original Agreement	Current FY Amount:	\$39,895
Agreement No.:	7934-17-FN	Total Contract Amount:	50/50 cost sharing between Waterways District and General Fund
Amendment No.:	N/A	Funding Source:	Negotiated Contract
Purchase Order No.:		Vendor Selection Process:	N/A
Begin Date:	07/01/2017	# of Bids/Proposals/Quotes:	Sandra Burkhardt
End Date:	06/30/2018	Project Manager:	Finance Department
Term:	1 year	Department:	805-385-7496
		Telephone:	sandra.burkhardt@oxnard.org
		Email:	

Purpose:

Staff is requesting authorization to enter into an Agreement with NBS Government Finance Group (7934-17-FN) in the amount of \$39,895 for consulting support for the waterways district. Under this contract NBS will provide feasibility and community outreach to fund the Mandalay Bay seawall repairs and explore options regarding replacing or amending the waterways maintenance assessment district. This includes developing a comprehensive listing of project works, costs and timing, creating educational and community outreach materials, developing funding options and structures and participating in discussions with stakeholder groups and the City to determine goals, concerns and changes sought in working towards a long term solution.

B Monthly maintenance services for Westport CFD 2

Vendor:	Landscape Development, Inc.	Amount to be Approved:	\$37,000
Type:	Amendment	Current FY Amount:	\$55,500
Agreement No.:	7848-17-FN	Total Contract Amount:	Westport CFD 2
Amendment No.:	1	Funding Source:	Informal Bids
Purchase Order No.:	6307	Vendor Selection Process:	3
Begin Date:	07/01/2017	# of Bids/Proposals/Quotes:	Sandra Burkhardt
End Date:	11/30/2017	Project Manager:	Finance Department
Term:	6 months	Department:	805-385-7578
		Telephone:	sandra.burkhardt@oxnard.org
		Email:	

Purpose:

The current contract for maintenance services at Westport CFD 2 was terminated early. As a result, staff informally bid the maintenance contract for two months to finish up the current contract. There were three bidders and the lowest bidder was Landscape Development, Inc. However, staff needs more time to finalize the scope and maps and therefore is requesting an amendment to this contract to extend an additional four months 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 06/20/2017

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

C Monthly maintenance services for Seabridge CFD 4

Vendor: Landscape Development, Inc.
Type: Amendment
Agreement No.: 7849-17-FN
Amendment No.: 1
Purchase Order No.: 6306
Begin Date: 07/01/2017
End Date: 11/30/2017
Term: 6 months

Amount to be Approved: \$48,600
Current FY Amount: \$72,900
Total Contract Amount: Seabridge CFD 4
Funding Source: Informal Bids
Vendor Selection Process: 3
of Bids/Proposals/Quotes: Sandra Burkhardt
Project Manager: Finance
Department: 805-385-7578
Telephone: sandra.burkhardt@oxnard.org
Email:

Purpose: The current contract for maintenance services at Seabridge CFD 4 was terminated early. As a result, staff informally bid the maintenance contract for two months to finish up the current contract. There were three bidders and the lowest bidder was Landscape Development, Inc. However, staff needs more time to finalize the scope and maps and therefore is requesting an amendment to this contract to extend an additional four months 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.

D Water Conservation Landscaping Classes, Development & Support

Vendor: Green Gardens Group, LLC (G3LA, LLC)
Type: Amendment
Agreement No.: 5406-11-PW
Amendment No.: 1
Purchase Order No.: 05/17/2017
Begin Date: 05/17/2020
End Date:
Term:

Amount to be Approved: \$0
Current FY Amount: \$0
Total Contract Amount: \$75,000
Funding Source: Water Funds
Vendor Selection Process: Negotiated Contract
of Bids/Proposals/Quotes: N/A
Project Manager: Diego Zabala
Department: Public Works/Water Resources
Telephone: 479-8789
Email: diego.zabala@oxnard.org

Purpose: Staff is requesting authorization to enter into a First Amendment with Green Gardens Group, LLC (5406-11-PW) for water wise landscaping classes, landscape program development and support services and extending the contract through May 17, 2020. G3LA was selected as the preferred vendor due to partnership with the Surfrider Foundation and as part of the City Water Conservation Master Plan.

The Agreement is for a not-to-exceed amount of \$75,000. To date, the City has encumbered only \$46,000 since 2011, which leaves \$29,000 in the agreement for the next three years.

City Manager Contract List for 06/20/2017

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

E Second Amendment to Agreement No. A-7612 for SCADA Services for Water Resources

Vendor:	ProUsys, Inc.	Amount to be Approved:	\$150,000
Type:	Amendment	Current FY Amount:	\$150,000
Agreement No.:	A-7612	Total Contract Amount:	\$1,050,000
Amendment No.:	2	Funding Source:	Funds 601 and 621
Purchase Order No.:	4648	Vendor Selection Process:	Request for Proposals (RFP)
Begin Date:	09/16/2016	# of Bids/Proposals/Quotes:	3
End Date:	03/14/2017	Project Manager:	Omar Castro/Thien Ng
Term:	6 months	Department:	Public Works Department
		Telephone:	385-8139/432-3575
		Email:	Omar.Castro@oxnard.org

Purpose:

Staff is requesting authorization to enter into a Second Amendment with ProUsys, Inc. (A-7612) to pay for \$150,000 in services they have performed while waiting for a new contract and to close out the agreement.

On February 28, 2012 the City's Purchasing Division and Water Resources Division sent out a competitive Request for Qualifications (RFQ) for SCADA services for water resources systems. The RFQ was published in two places including the Ventura County Star and on the City's website, and mailed to eight (8) firms, with a closing bid date of March 22, 2012. Two (2) additional firms pulled the RFQ from the website. A mandatory meeting was held on March 14, 2012. Three (3) firms attended the mandatory meeting; of these, all three (3) firms provided proposals. A team made up of Public Works and Information Systems staff members interviewed the three (3) firms. The interview team found ProUsys to be the most qualified. Staff subsequently negotiated the final scope and schedule of charges. Funding will come from the Water Fund, Recycled Water Fund and Wastewater Treatment Fund to cover the cost for these services.

City Manager Contract List for 06/20/2017

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

F Compuwave Blanket Purchase Order

Vendor:	Compuwave	Amount to be Approved:	\$75,000
Type:	Purchase Order	Current FY Amount:	\$75,000
Agreement No.:		Total Contract Amount:	\$75,000
Amendment No.:	N/A	Funding Source:	731 - IT
Purchase Order No.:	6338	Vendor Selection Process:	Joint Purchase
Begin Date:	06/08/2017	# of Bids/Proposals/Quotes:	N/A
End Date:	06/30/2017	Project Manager:	Gary Krumian
Term:	1 year	Department:	Information Technology
		Telephone:	385-7558
		Email:	gary.krumian@oxnard.org

Purpose:

Staff is requesting authorization to amend blanket Purchase Order 6338 with Compuwave for purchase of computer hardware and software. An initial blanket purchase order in the amount of \$25,000 was created in May 2017. Information Technology (IT) would like to increase the amount of the blanket purchase order by an additional \$75,000. The new not to exceed will be \$100,000.

There are several planned purchases and staff would like to continue to purchase from Compuwave as they have been providing some of the lowest prices and the department would like to continue taking advantage of Compuwave's highly competitive bids. The IT Department is in the process of upgrading City computer hardware and software and has been actively getting this equipment from the lowest-cost providers.

Pursuant to the City's purchasing policies, purchases will be through a joint purchase agreement between Compuwave and the County of Ventura Master Agreement Number COMPUWAVE000FY17MA01, Contract Number 6500, which expires January 1, 2018.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: June 20, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Darwin Base
Fire Chief

SUBJECT: Authorization to Submit Assistance to Firefighters Grant for Smoke Detectors

CONTACT: Darwin Base, Fire Chief
Darwin.Base@oxnard.org, 385-7700

RECOMMENDATION:

That City Council adopt a resolution authorizing:

1. The Fire Chief to submit an application to the Federal Emergency Management Agency (FEMA) Assistance to Firefighters grant in the amount of \$166,550;
2. The City Manager to execute the grant agreement if grants funds are awarded to the City;
3. The Chief Financial Officer to appropriate the funds and perform all other required financial actions;
4. The Fire Chief or designee to submit non-financial reports.

BACKGROUND

The United States Fire Administration reported that in 2013, an estimated 365,500 homes experienced a fire resulting in 2,560 deaths and 13,275 injuries. Deaths occurred 80% of the time in residential fires. Property loss due to these fires was estimated at 66 billion dollars.

Authorization to Submit Assistance to Firefighters Grant for Smoke Detectors

June 20, 2017

Page 2

The majority of fire deaths occur at night, while everyone is asleep. Adequate smoke alarms are a necessity to provide sufficient early warning in case of a fire.

The City of Oxnard Fire Department is requesting approval to submit an application to the Federal Emergency Management Agency in the amount of \$166,550. Fire Departments are eligible for these grants from the FEMA Assistance to Firefighter Grants program to enhance their ability to protect the public and fire service personnel from fire and related hazards. FEMA grants are awarded on a yearly basis. If awarded, the anticipated award date for this application is September, 2017.

- Off-set of 50% salary and benefits for one year of a Fire Inspector, this position is currently a fully-funded budgeted position; a cost savings of \$61,050
- Purchase of 2,500 smoke detectors, and 20 smoke alarms for the blind/hearing impaired
- Purchase of bilingual educational materials to promote fire prevention

This program would be the third FEMA grant to fund a public education specialist and smoke detector installation in the Oxnard community. Since first receiving funding in 2012, this partnership has allowed 4,500 smoke and carbon monoxide detectors to be installed in the homes of senior citizens and low-income residents.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

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

FINANCIAL IMPACT

If awarded, \$166,550 in funding would be provided by FEMA. There is no matching fund required.

ATTACHMENTS:

Attachment A: Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

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

WHEREAS, City Council Resolution No.12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Fire Department has requested that City Council approve the submittal of a grant application to the Federal Emergency Management Agency (FEMA) for \$166,550 in Assistance to Firefighter grant funds to enhance their ability to protect the public.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for a smoke detector program. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Fire Chief or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS 20th day of June, 2017, by the following vote:

AYES:

NOES:

ABSENTS:

Timothy Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen Fischer, City Attorney



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: June 20, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Scott Whitney
Police Chief

SUBJECT: Updated Procedures for the City's Emergency Cost Recovery Program

CONTACT: Scott Whitney, Police Chief
Scott.Whitney@Oxnard.org, 385-7624

RECOMMENDATION:

That City Council adopt a resolution updating procedures for emergency response cost recovery.

BACKGROUND

Under existing state law, any person who is under the influence of an alcoholic beverage or drug whose negligent operation of a motor vehicle, boat, or a civil aircraft, caused by that influence proximately causes an incident resulting in an appropriate emergency response, and any person whose intentionally wrongful conduct proximately causes any incident resulting in an appropriate emergency response, is liable to the City for the expense of the emergency response to the incident. (Government Code sections 53150-53159). The City adopted a negligent driving under the influence and intentionally wrongful conduct emergency response cost recovery program in 1995 pursuant to this state law.

The state legislature has made changes to cost recovery statutes over the subsequent years. A new provision allows recovery of emergency response costs from persons who enter into areas that are closed to the public or drive onto flooded streets. Another section allows recovery of emergency response-related expenses from adults who are convicted of making a false police report. Lastly, the original limit on cost recovery liability of \$1,000 has been raised by the state to \$12,000 per incident. Accordingly, the City's cost recovery program requires an update.

Updated Procedures for the City's Emergency Cost Recovery Program

June 20, 2017

Page 2

Under the current \$1,000 limit on emergency response cost recovery, the City invoices, on average, for only 38% of all qualifying costs. Between June of 2016 and April of 2017, City emergency services responded to 145 qualifying emergency cost recovery incidents, and invoiced \$74,082 due to the \$1,000 cost recovery cap. Under the revised law and resolution, the City would have been able to invoice \$192,273.24, an increase of 160%. Adoption of the updated procedures will allow for greater emergency response cost recovery as authorized by state law.

Looking at a full year of data, the City invoiced for \$94,126 in fiscal year 2015-2016. Of that, \$17,873 was collected, for a collection rate of 19%.

Adoption of the updated Emergency Cost Recovery Program (Exhibit A to the attached resolution) re-adopts the existing City policies related to driving under the influence (DUI) incidents and intentional wrongful conduct. The update also adds cost recovery for improper entry into areas closed for public safety purposes, from adults who are convicted of making a false police report, and ties the City's recovery limits to those set in state law.

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:

Objective 1d. Examine options for long term sustainability of public safety services to ensure an efficient and effective public safety service delivery model.

FINANCIAL IMPACT

Under the revised state law and resolution, the City would be able to invoice for a higher percentage of emergency response costs for qualified incidents. Under this revision, the City's ability to invoice for cost recovery would increase by approximately 160%. Assuming the same collection rate of 19%, and using the last full year of data as an estimate, the City's expected cost recovery would increase from \$17,873 to approximately \$46,500.

ATTACHMENTS:

Updated Procedures for the City's Emergency Cost Recovery Program

June 20, 2017

Page 3

Attachment A: Resolution adopting updated procedures for emergency response cost recovery

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ADOPTING
UPDATED PROCEDURES FOR EMERGENCY RESPONSE COST RECOVERY

WHEREAS, it is the adopted policy of the City of Oxnard to encourage careful and responsible conduct by drivers of motor vehicles and to discourage the operation of motor vehicles by drivers under the influence of alcohol and/or drugs; and

WHEREAS, negligent driving under the influence of alcohol and/or drugs is intentional wrongful conduct which imposes a burden on City services above and beyond the regular services normally required for traffic law enforcement; and

WHEREAS, persons who willfully conduct themselves in a manner which imposes an extraordinary burden on City services should bear a share of that burden; and

WHEREAS, as a result of this policy in 1995 the City of Oxnard adopted a Negligent Driving Under the Influence and Intentionally Wrongful Conduct Emergency Response Cost Recovery Program ("Program") in accordance with California Government Code §§53150-53159; and

WHEREAS, the City Council continues to find that the Program promotes the general welfare and safety of the citizens of Oxnard because it is designed and intended to encourage safe driving by requiring drivers to pay part of the cost to the City of responding to incidents caused by their intentionally wrongful conduct; and

WHEREAS, the Program, adopted through Resolution No. 10,842, requires updating to align with current state law; and

WHEREAS, the City Council finds that the Program should expand to include cost recovery caused by improper entry into areas closed for public safety purposes as authorized in Government Code §53159 and recovery of emergency response expenses from adults who are convicted of making a false police report as authorized in Government Code §53153.5; and

WHEREAS, the City Council finds that the cost recovery limits of the Program should be consistent with those found in state law.

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

1. The Emergency Response Cost Recovery Program found in Exhibit A, attached hereto and incorporated herein by reference is adopted.
2. If any section, subsection, sentence, clause, phrase, part or portion of the Program is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such

decision will not affect the validity of the remaining portions of the Program. The City Council declares that it would have adopted this Program and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

3. Resolution No. 10,842 is hereby repealed.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Exhibit A

Emergency Response Cost Recovery Program

1. Any person who is under the influence of any alcoholic beverage or drug, or the combined influence of any alcoholic beverage and drug, whose negligent operation of a motor vehicle, boat, vessel or civil aircraft caused by that influence proximately causes any incident resulting in an appropriate emergency response, and any person whose intentionally wrongful conduct proximately causes any incident resulting in an appropriate emergency response, is liable for the expense of an emergency response to the incident by the City of Oxnard ("the Program"). The Program shall also include any person who intentionally, knowingly, and willfully enters into any area that is closed or has been closed to the public as described in Government Code Section 53159 and cost recovery of emergency response expenses proximately caused by adults who are convicted of making a false police report as described in Government Code Section 53153.5. A person responsible for any of these actions is referred to hereinafter as the "responsible party".
2. A responsible party is under the influence of any alcoholic beverage or drug, or the combined influence of any alcoholic beverage and drug, when as a result of drinking an alcoholic beverage or using a drug, or both, his or her physical or mental abilities are impaired to a degree that he or she no longer has the ability to operate a motor vehicle, boat, vessel or aircraft with the caution characteristic of a sober person of ordinary prudence under the same or similar circumstances. For purposes of the Program, the presumptions described in Sections 23152 and 23610 of the Vehicle Code apply.
3. The Program shall apply to a responsible party arrested for driving a motor vehicle under the influence of alcohol and/or drugs, for negligently operating a boat, vessel or civil aircraft under the influence of alcohol and/or drugs, or for other criminal acts resulting from intentionally wrongful conduct while operating a motor vehicle, boat, vessel or aircraft.
4. A responsible party arrested for driving a motor vehicle under the influence of alcohol and/or drugs will be billed under the Program if all of the following criteria are met:
 - (a) Driving under the influence of alcohol and/or drugs is evidenced by objective symptoms observed by the arresting officer and by a blood, breath or urine test above the 0.08 alcohol legal limit; and
 - (b) Negligent operation of a motor vehicle is evidenced by either an accident or by the commission of a moving violation as defined by Sections 21100 *et seq.* of the Vehicle Code; and
 - (c) The incident evidenced by an accident or a moving violation was proximately caused by driving under the influence of alcohol and/or drugs; and
 - (d) The incident necessitated an emergency response as evidenced by either 1) the use of emergency lights or siren by police or fire units responding to the incident or 2) an officer is dispatched to a call which results in a DUI arrest of the responsible party.

5. A responsible party arrested for other criminal acts resulting from intentionally wrongful conduct while operating a motor vehicle, boat, vessel or civil aircraft will be billed under the Program only if one or more of the following criteria is met:

(a) The responsible party operated a motor vehicle, boat, vessel or civil aircraft with the apparent intent to injure another person or property; or

(b) The responsible party attempted to evade arrest for acts involving operation of a motor vehicle, boat, vessel or civil aircraft with the apparent intent to injure another person or property; or

(c) The responsible party rammed or threatened to ram police vehicles or other property in the course of attempting to evade arrest.

6. The City will bill responsible parties only for the direct costs to the City of the emergency response such as: costs of repairing or replacing City property damaged or destroyed due to the driver's conduct; the cost of operating City vehicles used in the emergency response; and the salary and fringe benefit costs of the police officers or other personnel who participate in the emergency response. In no event shall a responsible party's liability for the expense of an emergency response, excluding damage to City property damaged or destroyed due to the responsible party's conduct, exceed the amount set forth in Gov. Code Section 53155 for a particular incident.

7. The cost of operating City vehicles and the salary and fringe benefit costs of City police officers and other personnel who participate in the emergency response, and the fee to be billed to the responsible party under the Program for such cost, shall be as set out in the most current City Council fee resolution.

8. The City will treat the emergency response costs as a civil debt of the responsible party, collectible by the City in the same manner as a contract obligation. Therefore, the City need not wait until the responsible party is convicted to bill the driver.

9. If the emergency response cost bill is not paid within thirty days after the first bill is mailed by the City, or if no arrangements are made for partial payment during the thirty day period, the bill will be considered delinquent and referred to a collection agency for further collection efforts.

10. If a responsible party does not pay the City or the collection agency, the City may pursue recovery through a civil action after the criminal charges have been adjudicated.

11. As an alternative, in all appropriate cases, the City will seek to have payment of the bill imposed as a condition of probation.

12. If a responsible party who has paid an emergency response cost recovery bill is acquitted of criminal charges after trial, or if criminal charges are not filed against the responsible party, the

City will reimburse the responsible party for that part of the bill not based on damage to City property.

13. Any person receiving a bill has the right to appeal the bill to the City Manager or designee, who shall review the bill for accuracy. If the bill is in error, the City Manager or designee shall correct the errors or rescind the bill, as appropriate.

14. The Program shall include cost recovery caused by a responsible party's improper entry into areas closed for public safety purposes, including flooded streets and highways. A criminal conviction is not a requirement under this section and cost recovery shall be based upon the criteria established in Government Code Section 53159.

15. The Program shall include cost recovery of emergency response expenses proximately caused by adults who are convicted of making a false police report as authorized in Government Code Section 53153.5.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 5

DATE: June 20, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Daniel Rydberg
Public Works Director

A handwritten signature in black ink, appearing to read "Daniel Rydberg".

SUBJECT: Acceptance of the California Green Business Network Grant

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That City Council approves and authorizes the City Manager to execute a grant agreement with Ecology Action of Santa Cruz, Inc., as an award under the California Air Resources Board Pollution Prevention Grant, to initiate the City of Oxnard Green Business Certification Program.

BACKGROUND

The City of Oxnard has been awarded a grant from Ecology Action of Santa Cruz, Inc. (the fiscal agent for the California Green Business Network), as a an award under the California Air Resources Board Pollution Prevention Grant and the U.S. Environmental Protection Agency Pollution Protection Program Grant to support an underserved community in initiating a Green Business Certification Program that is part of the California Green Business Network. The grant contract is included as Attachment A.

The City was informed of the grant opportunity by the Cities of Ventura and Thousand Oaks, who have operated successful Green Business Certification Programs for a number of years, and who have also been key members of the California Green Business Network. The City of Oxnard was recommended as a good fit for the grant which is designed to serve cities with disadvantaged communities (DAC's).

Acceptance of the California Green Business Network Grant

June 20, 2017

Page 2

To meet regulations in solid waste diversion and water conservation, the City currently operates water conservation programs and solid waste and recycling programs. The Green Business Certification program will help the City meet and exceed new regulations in solid waste diversion and water conservation, as additional outcomes are achieved by participating businesses served by the City. The program will also address energy conservation and air quality by partnering with stakeholder agencies to further address the sustainability needs of small and medium sized businesses in DAC's of Oxnard.

The grant funding will allow Oxnard staff to target multifamily housing in disadvantaged neighborhoods for additional solid waste diversion and water conservation efforts. Targeting multifamily housing is a priority of the California Department of Resources Recycling and Recovery (CalRecycle). This effort will also dovetail well with the City's efforts at reducing solid waste outputs from multifamily housing and increasing the collection and recycling of beverage containers through the current CalRecycle Beverage Container Recycling grant that the City is managing.

The City's Green Business Certification program will be developed with the input and experience of Green Business Certification Program staff from the cities of Thousand Oaks and Ventura, who already have established programs. The California Green Business Network will also be available to guide and support the development of Oxnard's program.

On February 16, 2017, the Ventura County Regional Energy Alliance (VCREA) voted to establish a county-wide Green Business Certification Program, which will serve unincorporated areas in the county, and serve as a resource hub for all of the cities in the County. Oxnard will be able to collaborate with the countywide VCREA Green Business Certification staff to operate the Green Business Certification Program with the grant funding being used to specifically target small and medium sized businesses in Oxnard's DAC census tracts.

Oxnard's program will yield diverse positive outcomes, including environmental, social, and economic outcomes. Statewide, there are currently 3,497 Certified Green Businesses. Over the last calendar year, the California Green Business program has saved 835,334 metric tons of CO₂ from being released into the atmosphere, with savings of \$3,083,277; has saved 333,586,553 kilowatt-hours from being used, with savings of \$33,798,990; has diverted 432,917 metric tons of waste from landfills, with savings of \$58,759,955; has saved 149,943,108 gallons of water, with savings of \$471,571; and has helped businesses prevent 31,566 gallons of hazardous waste, with savings of \$20,123.

Average annual individual business savings obtained by certified Green Businesses in California, which average Oxnard businesses can expect to achieve, include the following: saving 50 kilowatt-hours with an average savings of \$11,251 per business; saving 144 metric tons of waste with an average savings of \$19,561 per business; and saving 49,914 gallons of water with an average savings of \$157 per business.

The City will recognize participating Green Businesses through the certification process, which

will help to increase further economic outcomes for participating businesses through the positive marketing opportunities and positive spotlight.

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:

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

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

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

Goal 2. Enhance business development throughout the City.

Objective 2b. Improve relationships and communication between the City and the business community.

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Objective 5a. Develop and implement a sustainability program.

Objective 5b. Protect ocean and waterways.

FINANCIAL IMPACT

The total project cost is estimated at \$42,873. The City's in-kind match will be \$22,873 of in-kind staff time that is currently budgeted for water conservation and solid waste diversion education and outreach. As staff members perform their existing duties of education and outreach for solid waste diversion and water conservation to businesses in Oxnard, this staff time will be documented as a match. The funding available from the grantor for the project is \$20,000.

ATTACHMENTS:

Acceptance of the California Green Business Network Grant
June 20, 2017
Page 4

Attachment A - Grant Contract

Ecology Action of Santa Cruz Services Agreement

This Agreement is entered into by Ecology Action of Santa Cruz, Inc. (hereinafter “EA” or “Client”), having an address at 877 Cedar Street, Santa Cruz, CA 95060, and the City of Oxnard (hereinafter “Consultant”), having an address at 305 West Third Street, Oxnard, CA 93030. The period of time covered by this Agreement is from October 1, 2017 to September 30, 2018, unless extended by written agreement.

This Agreement is a sub-award under California Air Resources Board Grant Number G16-EA-001 (attached hereto as Exhibit D). As such, it is subject to the terms and conditions of that grant to the extent they apply to sub-awardees, including but not limited the Federal flow-down provisions in Section 7. An excerpt of some of the key requirements are attached as Exhibit B. Consultant is required to understand and comply with all applicable flow-down requirements. Consultant must also complete and return The Certification Regarding Lobbying included herein as Exhibit C.

Scope of Work and Compensation

Consultant is to perform the services and be entitled to compensation for such services as described in Exhibit A and any future exhibit signed by both parties. To receive compensation, consultant will submit the one-time Lobbying form (Exhibit D) and then reimbursement form, and matched payment form as outlined in Exhibit A submitting those on a monthly basis. Payment will be reimbursed from EA to consultant within 45 days from receiving completed reimbursement forms. Compensation for services shall be provided for services rendered after October 1, 2017.

Relationship of the Parties

Applying his/her judgment regarding the work to be performed, Consultant is to choose the means and methods of performing the duties described herein. In so doing, Consultant will act as an independent contractor and not as an agent, partner, joint venturer, or employee of EA. As such, Consultant is not eligible for workers compensation or any of the benefits paid to employees of EA. No taxes (including income, payroll or social security taxes) of any jurisdiction shall be withheld or paid by EA on behalf of Consultant. Consultant understands that he/she is responsible for paying his/her income taxes and all other taxes required by law.

Liability and Indemnification

Consultant is solely and exclusively liable to third parties for all expenses incurred by Consultant and for all claims of damages arising out of Consultant’s actions. Consultant agrees to hold EA harmless for any claims arising from, connected to, or caused in whole or in part by any negligent act or omission of the Consultant.

Confidentiality and Publicity

To the extent confidential or proprietary information is revealed to Consultant by the Client or obtained by Consultant on behalf of the Client, Consultant may not use or disclose the information without written approval from the Client. Any press release, media contact or community event participation requires prior approval from the Client. Wherever possible the California Green Business Program, the California Air Resources Control Board and the Environmental Protection Agency shall be recognized in publicity efforts related to the new Green Business Program for their fiscal and in-kind support in getting the program started. The City of Oxnard, once accepted into the

California Green Business Network shall include the CAGBN logo and a statement of membership on the program website, window clings, and other key marketing collateral.

Intellectual Property; Work Made For Hire

In relation to the performance of this Agreement, Consultant may create certain works for EA, and program partners, all of which will be the property of EA upon creation. To the extent that such works may be copyrighted or copyrightable under the laws of the United States. Consultant will be considered to have created a Work Made for Hire as defined in 17 U.S.C. Section 101 and EA shall have the sole right to the copyright.

Cancellation

This agreement may be cancelled by either party at any time. Upon cancellation by EA, Consultant is entitled to payment for all services performed prior to cancellation. If cancelled by the Contractor, the complete funding amount will be returned.

Entire Agreement; Waiver; Modification

This agreement, including Exhibit A and any subsequently added exhibits, constitutes the entire agreement between the parties and outlines in full all of the responsibilities each party has to the other. No waiver or modification of its terms shall be valid or binding unless in writing and signed by the parties. The failure of any party to exercise any right or option given to it by this Agreement or to insist upon strict adherence to the terms of this Agreement shall not constitute a waiver of any terms or conditions of this Agreement with respect to any other or subsequent breach.

Miscellaneous

This Agreement shall be construed in accordance with the laws of California applicable to agreements made in California. Section headings used herein are inserted for convenience only and are not part of this Agreement.

Jim Murphy

Executive Director
Ecology Action
831-426-5925

Signature of Authorized Program Official
(Executive officer, or equivalent)

Name: Greg Nyhoff
Title: City Manager
Organization: City of Oxnard
Phone number: 805.385.8017

Exhibit A**Scope of Work and Compensation****Scope of Work**

With this funding of up to \$20,000, the **City of Oxnard** will support the certification of 15 businesses in the City of Oxnard in collaboration with their program partners. The following targets are considered as essential to satisfactory performance to this agreement.

Task	Output	Behavior Change
Collaborate with program partners to recruit businesses and assist businesses through the Green Business certification process in the City of Oxnard.	1. Certify a minimum of 15 and up to 20 businesses. 2. Create local environmental partnerships that break down government silos, making it easier for businesses to gain environmental technical assistance. 3. Log business progress and metrics using the CAGBP Database, GreenBizTRACK. Report outcomes to CAGBN by February 2018, August 2018, and for final report December 30, 2018. 4. Complete a questionnaire and join the California Green Business Network and participate on working committees.	1. Businesses get help and make verified changes to use environmentally preferable products and chemicals, conserve water and energy, and train all employees on environmental awareness. (about 40% of our measures are behavior change, and 60% involve technology retrofit) 2. Government agencies, and community based organizations have increased collaboration.

MBE/DBE Procurement Requirements

As the client is required to make Good Faith Efforts to obtain MBE/DBE services, Consultant agrees to utilize the Good Faith Effort procurement steps to achieve the Fair Share Objectives for MBE/DBE contract awards in 7.2.3 and other purchasing requirements outlined in Exhibit B section 7.2.

Local Match Commitment and Reporting Requirements

See Section 7.2.6 of Exhibit B.

Outreach and Education

See Section 7.3c of Exhibit B.

Matched Payment Form

Project Costs

Task Number	Labor Costs	Travel Costs	Program Material Costs (Design and Production)	Existing CAGBN Agency Grants*	Community Organization Grants*	Business Incentives/Grants*	New Program Start Up Grant*
1							
2							
3							

* Invoice must include proper documentation of these costs (i.e., invoice from receiving organization or business, copy of the check, justification of cost share, etc.)

Demonstrated Match

Task Number	Labor Costs	Travel Costs	Program Material Costs (Design and Production)	Existing CAGBN Agency Grants*	Community Organization Grants*	Business Incentives/Grants*	New Program Start Up Grant*
1							
2							
3							

* Invoice must include proper documentation of these costs (i.e., invoice from receiving organization or business, copy of the check, justification of cost share, etc.)

NOTE: this sheet should follow the grant reimbursement request form in all invoices submitted for payment.

Reporting and Deliverables

The City of Oxnard shall provide two progress reports (due January 28, 2018 and July 30, 2018) and one final report due November 30, 2018 reporting on the progress of meeting these deliverables on the following schedule:

EPA Grant Output	Due Date	Deliverable
1. Certify 15-20 businesses in the City of Oxnard.	Sept. 2018	15 or more new Green Business certifications in the disadvantaged community of Oxnard.
2. Log business progress and metrics using the CaGBP Database GreenBizTracker	Ongoing	Administrator will confirm utilization of GreenBizTracker and provide environmental outcomes in update reports.
3. Create a 1-2 page update report that includes: a. Status update on working with businesses in Oxnard. b. Environmental outcomes of working with businesses. c. Obstacles. d. Documentation of Good Faith Efforts to procure MBE/DBEs for procurement activities (see Exhibit B 7.2)	Jan. 28 2018 And July 20, 2018	1-2 page update report on status of grant implementation and implementation of Good Faith Efforts for purchasing activities, and the dollar value of work awarded to MBE/DBEs.
4. Create a 2-3 page final report that includes: a. Results of working with businesses in Oxnard. b. Environmental outcomes of working with businesses. c. Success story d. Recommendations on how to proliferate GB certifications in DACs across CA.	Nov. 30, 2018	2-3 page final report on success of the grant implementation.

Any material generated must include language naming the Environmental Protection Agency Region 9 as the grant funder and must be approved by them before printing (see Exhibit B 7.3(c) for more details). Additionally, Client requests that the California Air Resources Control Board and CAGBN are also recognized.

Reports shall include scans of marketing collateral and links to online collateral and shall be provided electronically to the CAGBN Administrator, Josephine Fleming at jo.fleming@envirocentives.com and cc:ed to CAGBN's Grant Administrator Elise Ehrheart at eehrheart@ecoact.org.

Reimbursements

Consultant shall utilize the attached "Expense Reimbursement Form" to document expenses they wish to have reimbursed related to the scope not to exceed the contract amount stated herein (\$20,000) as well as the in-kind match commitment (\$20,000) for a total documented submission of \$40,000. Reimbursement forms and backup documentation shall be submitted on a monthly or quarterly basis.

Expense Reimbursement

California Green Business Programs

CALIFORNIA GREEN BUSINESS Network/California Air Resources Board
ENVIRONMENTAL PROTECTION AGENCY POLLUTION PROTECTION
GRANT

(DATE)

Name:

Green Business Program:

Address:

Telephone Number:

Email:

Bill to:

accounting@ecoact.org

Ecology Action

877 Cedar Street, Suite 240

Santa Cruz, CA 95060

(831) 426-5925

Date	Description	Hourly Rate/Cost	Quantity	Total
Total Expenses				

REIMBURSEMENT FORM INSTRUCTIONS:

The California Green Business Network, in collaboration with the California Air Resources Board, has received grant funding from the U. S. Environmental Protection Agency Pollution Protection Program to increase participation from businesses in under-served disadvantaged communities.

New Green Business Programs chosen by CAGBN may be reimbursed for expenses incurred

- 1) in establishing a new program,
- 2) creating partnerships with community-based organizations that will perform outreach to disadvantaged community businesses so that these businesses can become green certified, or
- 3) supporting businesses in these communities to become green certified.

As the selected program, Consultant will receive up to **\$20,000** for expenses related to this scope. Expenses that are reimbursable may include but are not limited to:

- Creation of new dashboard or program checklists
- Development of program stakeholders (auditors and environmental compliance inspectors)
- Training staff on Green BizTRACK
- Additional training or meetings with CBO staff regarding the Green Business Program
- Staff time spent with DAC businesses
- Multi-lingual program materials development and production

Consultant is also committing to up to \$20,000 in in-kind match expense for the scope noted above.

Please list the items or services for reimbursement on the form provided, and include receipts. Email the completed form and receipts on a monthly basis to: accounting@ecoact.org, or mail them to Accounting, Ecology Action, 877 Cedar Street, Suite 240, Santa Cruz, CA 95060.

Consultant will be reimbursed for all eligible expenses up to the not-to-exceed amount of \$20,000 after which the submitted expense will be documented as match and must be submitted to meet the minimum \$20,000 match threshold. Beginning March 2017 and through September 30, 2018 Consultant shall submit forms for expenses which will be tracked as match contribution.

Exhibit B

7. FEDERAL FLOWDOWN REQUIREMENTS

7.1 This Contract is a sub-grant (also referred to as a sub-award) under the U.S. EPA Grant Number 99T53201 and all amendments and is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B and all terms and conditions of this agreement and any attachments. The Grantee is responsible for complying with the current US EPA general terms and conditions available at:

http://www.epa.gov/ogd/general_tc.pdf.

These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited below. The US EPA repository for the general terms and conditions by year can be found at: <http://www.epa.gov/ogd/tc.htm>. The Consultant will not issue any sub-grants/sub-awards to lower-tier sub-recipients without Client approval.

7.2. Administrative Conditions

7.2.1. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with EPA regulations under 40 CFR Part 30.43, 31.36 or 35.6555, as applicable. In accordance with 40 CFR Part 30.45, 31.36(f) or 35.6585, as applicable, the grantee and subgrantee(s) must perform a cost or price analysis in connection with every procurement action, including contract modifications.

7.2.2. Six Good Faith Efforts, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

7.2.3. Utilization of Disadvantaged Business Enterprises

Fair Share Objectives, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

The dollar amount of this contract is \$20,000. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the California State Water Resources Control Board (CSWRCB) as follows:

	MBE	WBE
Construction	2%	1%
Equipment	1%	1%
Services	1%	1%
Supplies	1%	1%

The recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as CSWRCB.

Contract Administration Provisions, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

7.2.4. MBE/WBE Utilization Report

MBE/WBE reporting is limited to annual reports and is required for subawards under the Ecology Action/CAGBN assistance agreements. As a sub-awardee Consultant agrees to complete a "MBE/WBE Utilization under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis and submit it electronically to both the Ecology Action grants manager eehrheart@ecoact.org and grantsregion9@epa.gov. This report shall also be included in progress reports.

When completing the annual report, recipients are instructed to check the box titled "annual" in Section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in Section 1B of the form. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at: http://www.epa.gov/osbp/dbe_reporting.htm.

The annual report is due by October 30th of each year. The final report is due within 90 days after the end of the project period or by October 30th, whichever comes first.

7.2.5. Indirect Costs

The Cost Principles under OMB Circular A-21, A-87 or A-122 apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement and should not be included on submitted Reimbursement Form.

7.2.6. Non-Federal Third-Party Contributions

By accepting this sub-award, Client confirms it is committing to \$20,000 of estimated non-federal third party contributions in the form of local in-kind or cash match for implementation of this project. Third party contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records held by you as the Consultant. As applicable, these records must reflect how the value is placed on third party contributions. The value of third party contributions must be applicable to the period to which the cost sharing or matching requirement apply (refer to 40 CFR Part 31.24 or Part 30.23 as applicable). A form will be provided by Client for Consultant to fill out and return on a quarterly basis with the quarterly reports. These expenses should be documented on the Reimbursement Forms even after the Not To Exceed Reimbursement Value of the contract (\$20,000) has been exceeded.

7.3. Programmatic Conditions (conditions "c" applies to this contract)

.....

c]. Grant Products and Deliverables: All outreach and public education materials (including, but not limited to brochures, press releases, websites, presentation materials) shall clearly state that the project is made possible by funding from the U.S. Environmental Protection Agency, Region 9, shall include the funding agreement number if possible (U.S. EPA Grant Number 99T53201) and include a disclaimer regarding EPA's endorsement of the work (the EPA project officer can provide examples for specific types of disclaimers). The recipient must provide the EPA project officer the opportunity to review and approve all materials developed under this award.

Exhibit C

CERTIFICATION REGARDING LOBBYING

Consultant shall sign and return to Client the following Certification Form.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name & Title of Authorized Representative:
Greg Nyhoff, City Manager
Signature and Date of Authorized Representative:
Subawardee Organization:
City of Oxnard

Exhibit D

A copy of the contract between Ecology Action and the California Air Resources Board is attached herein as Exhibit D.

Consultant is required to ensure that all sub-awardee requirements are met in delivery and completion of this contract (an excerpt of the ones identified to be most pertinent by Client has been provided in Exhibit B).

**California Air Resources Board (ARB)
Pollution Prevention Grant Agreement:
Compounding the Effects of the California
Green Business Network
Fiscal Years 2016-2018**

This legally binding GRANT AGREEMENT, including Exhibits A through G incorporated herein and attached hereto, is made and executed between the Air Resources Board (ARB) and Ecology Action (Grantee), the fiscal agent for the California Green Business Network (CAGBN).

Exhibit A – Grant Provisions

Exhibit B – Project Timeline

Exhibit C – Budget

Exhibit D – Grant Disbursement Request Form

Exhibit E – Summary Sheet

Exhibit F – Certification Regarding Lobbying

Exhibit G – EPA General Terms and
Conditions

Total funding by ARB and the U.S. Environmental Protection Agency (U.S. EPA) under this Grant Agreement is to be used to provide technical assistance and training to small businesses throughout California. ARB will work with CAGBN to establish a new green business program in one new jurisdiction, with a preference for a large county that has a disadvantaged community (DAC) where CAGBN programs do not currently exist. A new sector, food manufacturers, will be targeted to become certified green businesses. Marketing efforts will also be leveraged and increased to add new businesses and increase certification program efficacy in all CAGBN programs across the state:

Grantee:

Total Grant Award (Federal funds)

Grant Number:

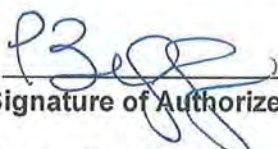
Ecology Action

\$157,794

G16-EA-001

The undersigned parties agree to the terms and conditions set forth in this Grant Agreement including Exhibits A through G. The undersigned parties certify under the penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

California Air Resources Board:



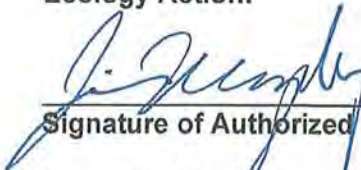
Signature of Authorized Official

Name: Pam Biggins

Title: Chief
Budgets, Contracts &
Grants Branch

Date: 11/22/16

Ecology Action:



Signature of Authorized Official

Name: Jim Murphy

Title: Executive Director

Date: 11/3/2016

EXHIBIT A GRANT PROVISIONS

1. PROJECT OVERVIEW

- 1.1. Title of this project is Pollution Prevention Grant – Compounding the Effects of the California Green Business Network
- 1.2. The mission of the California Green Business Network (CAGBN) is to lead the state and the nation in developing a healthy green economy with small and medium-sized business partners (SMBs). Led by a coalition of California state, local, and non-governmental organizations, the program achieves its mission by a) providing technical assistance in best environmental management practices for businesses and b) recognizing and promoting SMBs that meet the environmental and pollution prevention standards set by the CAGBN. The program was legislatively legitimized in California as the only recognized Green Business Program in the State (AB 913 Feuer, 2011).
- 1.3. Ecology Action (Subgrantee) serves as the fiscal agent and administrator for the CAGBN, performs the centralized statewide coordination of the local green business programs, and manages the GreenBizTRACK database.
- 1.4. This project will build on the previous two U.S. EPA Pollution Prevention grants awarded to the California Air Resources Board (ARB) in partnership with the CAGBN and Ecology Action (grants numbers 99T20001 and 99T35601) that provided metrics research; improvements in design and integration of the GreenBizTRACK database; quality assurance/quality control management; and extension and enhancement of the Green Business Program into new and existing jurisdictions (some of which are in disadvantaged communities or DACs).
- 1.5. Performance of work under this Grant Agreement shall begin upon full execution of this Grant Agreement and must be completed by September 30, 2018.
- 1.6. This award is conditional based on ARB's receipt and approval of this fully executed Grant Agreement.

2. SCOPE OF WORK

- 2.1. The California Air Resources Board, in collaboration with the CAGBN, will deliver in-person pollution prevention (P2) technical assistance and training to small businesses throughout the State of California under this EPA Pollution Prevention Grant Program. ARB will work with the CAGBN to establish a new green business program in one new jurisdiction, with a preference for a large county that has a disadvantaged community (DAC) where CAGBN programs do not currently exist. A new sector, food manufacturers, will be targeted to become certified green businesses and marketing efforts will be leveraged and increased to add new businesses and increase certification program efficacy across the network. Ecology Action is responsible for conducting the Scope of Work

described in this agreement (and the final project Work Plan dated July 2016) and documenting the outcomes.

2.2. The goals of this project are to:

- **Launch one new CAGBN Program:** Initiate, build, and sustain one new program in an underserved area of California. This will result in 15 newly certified businesses, and 30 new businesses that will receive technical assistance in source reduction and pollution prevention during the course of the grant term. Over the lifetime of the CAGBN, it is expected that these green business programs will certify 100s of businesses.
- **Develop Best Environmental Management Practices (BEMPs), Checklists and Technical Assistance for Food Manufacturing:** California's Central Valley food manufacturing/processing facilities will be targeted in this effort, and food manufacturing throughout California will benefit. Up to 20 food manufacturing facilities will receive source reduction and pollution prevention technical assistance, with up to 5 of them gaining CAGBN certification, most of which will likely be in the Central Valley.
- **Increase Program Enrollment Rate through Supporting Local Enrollment Efforts:** Substantially expand the reach and effectiveness of the CAGBN program by leveraging the new marketing efforts for the project which include statewide outreach, development and distribution of comprehensive collateral, social media, expanded web presence, videos, newsletter, and promotion via key business outlets to help all existing programs efficiently reach and enroll new participants.

2.3. Task 1: Develop a New Green Business Program

- 2.3.1 This grant will support the expansion of the CAGBN into one new underserved disadvantaged community (DAC). As shown in the map on the following page, CAGBN has worked with 25 member municipalities (that include a total of 143 cities) to develop green business programs. There are currently 14 county-run programs and 12 city-run programs. However, 44 counties in California have not implemented CAGBN or comparable green business programs. Many of these counties lack the resources, environmental awareness, or the know-how to start new programs. It is time to refine and share that same knowledge with other regions of California that could substantially benefit in terms of greenhouse gas reductions and more profitable and sustainable local businesses.

The Counties that have expressed interest in starting programs in the past are Mendocino, Humboldt, Sacramento, Merced, Fresno (there is currently a program in the City but not the County), Kern, and San Luis Obispo. Individual businesses from Los Angeles, San Bernardino, Riverside, Orange, and San Diego Counties have also wanted to join. Although three of these

CALIFORNIA GREEN BUSINESS NETWORK MEMBERS

Find a Certified Green Business in Your Area at www.greenbusinessca.org



California Green Business Network

COUNTIES

- Alameda
- Contra Costa
- Marin
- Monterey
- Napa
- San Benito
- San Francisco
- **San Joaquin**
- San Mateo
- Santa Barbara
- Santa Clara
- Santa Cruz
- Solano (Includes Sonoma County)

CITIES

- **Fresno**
- Huntington Beach
- Laguna Beach
- Los Angeles
- Manhattan Beach
- **Mission Viejo**
- Monterey
- **Riverside**
- Santa Cruz
- Santa Monica
- Thousand Oaks
- Ventura

***New in 2015**



QUICK FACTS

25 Members
143 Jurisdictions
13,694,588 Total Population
3,012 Certified Green Businesses

2015 GREEN BUSINESS SAVINGS

835,334 tons of CO₂
333,586,553 kWh
432,917 tons of waste
149,943,108 gallons water
31,566 gallons hazardous waste
13,444 gallons of fuel
\$3,083,277 dollars

counties have provided letters of support for this grant, all of the previous contacts have been notified and instructed to start getting stakeholders together using the web-based Green Business Start-Up Guide (on the CAGBN website) funded previously by EPA Region 9. In addition, CAGBN will reach out to the Local Government Commission and the League of California Cities to present the CAGBN's Green Business Program and its resources widely in order to attract a broad selection of interested jurisdictions. The jurisdiction will be selected by a competitive process, giving preference to that which is most organized, most likely to succeed, and most disadvantaged. Up to 10 businesses will be certified within the selected disadvantaged community.

2.4. Task 2: Food Manufacturing Technical Assistance and Certification

2.4.1 CAGBN will work with the California League of Food Processors, the Food Service Technology Center, the San Joaquin County and City of Fresno Green Business Programs, among others, and several food processing businesses to compile resources into BEMP collateral and technical assistance workshops, and develop a green business checklist for food processors. Two workshops will be held, potentially in the Central Valley and Inland Empire. At least five food processing/manufacturing facilities will be certified. It is expected that up to twenty businesses will participate in the workshops and ten will benefit from on-site source reduction technical assistance. Environmental outcomes will be tracked regardless of whether the businesses gain certification.

2.5. Task 3: Increase Enrollment Through Central Marketing Support to Local Programs

2.5.1 Over the past six years, the Green Business Program has certified approximately 500 to 700 businesses per year. Generally, one third to one half of the businesses that enroll are certified. The businesses that do not gain certification still complete key portions of the program, accomplishing valuable greenhouse gas (GHG) and source reduction outcomes, although uncertified businesses are not included in CAGBN total outcome metrics. Only verified and certified outcomes count.

This grant will provide seed funding for the first ever CAGBN centralized marketing effort to continue to recruit business to the established green business programs. Historically, local programs have tended to spend their funds on P2 assistance and business recognition rather than on recruiting new businesses. Funds to support promotion and enrollment into the green business programs have been miniscule at best. The programs rely primarily, on word of mouth for new participation. Members of the various green business programs recognize the importance of a strong marketing strategy and have formed a Marketing Committee that has used feedback from businesses and consumers to develop an initial marketing plan that should benefit all programs. This marketing element is key to the CAGBN's continued success. Currently, an investment in the development of an overall

programmatic marketing plan is essential for building the support needed to successfully launch new programs. Additionally, recruitment and enrollment marketing will be needed to develop the new food manufacturing sector and outreach to additional businesses. Creating awareness of the CAGBN and what it stands for is crucial for CAGBN to continue to achieve success. Under this task, a statewide network identification (brand) will be developed concurrently with recruitment collateral in order to ensure that cities, counties, and businesses can differentiate the CAGBN from less rigorous programs that may arise. By providing this new and higher level of support statewide, CAGBN should be able to certify an additional 100 businesses over last years' total and increase the enrollment rate by 15% (over the rate for 2015). It is expected that over 400 businesses will be certified over this grant term.

CAGBN needs to develop its brand, promote its certification, support the unique local program brands and demonstrate the superior value of CAGBN certification.

Under this task, Ecology Action will do the following:

- Develop CAGBN unique identity (brand)
 - Define statewide visual identity (e.g., logo, tagline, colors, etc);
 - Develop a statewide logo to be coupled with local logos to reinforce the local/state directories and recognition;
 - Design letterhead and business cards with new brand;
 - Design slide deck template with new brand;
 - Develop a new statewide marketing piece to be distributed widely through program partners;
 - Update all current sell sheets with new brand; and,
 - Prepare and distribute a Style Guide that all CAGBN green business programs will follow when developing collateral.
- Enhance CAGBN website by including the statewide branding, logo, taglines, headlines and a social media/web presence
 - Update the look and feel of the website to include the new branding; and,
 - Develop and include web-based advertising that serves as an active draw for businesses to enroll in the program.
- Design and deliver two Constant Contact-type e-newsletters with special recognition offerings for businesses to increase enrollment and tie into website/blog.
- Increase the use of Google Ad Words. CAGBN received a Google Ad Words grant of \$10,000/month and does not have the resources to use the Adwords Campaign to its fullest. With a small amount of this task budget, CAGBN will hire an Ad Words expert to manage several campaigns that net positive online marketing results, thereby leveraging the investment from Google.
- Market the CAGBN through key business outlets such as chambers of commerce, business councils, and trade associations by sponsoring

events and distributing e-marketing materials to business association members.

- Develop two YouTube videos, consistent with the developed brand of the CAGBN program, to promote CAGBN and specific businesses as a recruitment tool; make the tool easy for local CAGBN coordinators to post these videos on their sites.

2.6. Task 4: Project Administration and Reporting

2.6.1 Under this task, CAGBN will prepare a report summarizing the outputs and outcomes from Task 1, 2 and 3.

This task will include reporting and grant administration as required as part of the progress and final reports. Semiannual progress reports are due to the U.S. EPA project officer every February 28th and August 30th once the project period is over one month old. Printed or other "hard copy" deliverables (e.g., advertising flyers, fact sheets, pamphlets, guides curricula, checklists, videos, CD-ROMS, etc.) required under the grant will be submitted along with the first progress report that follows the date the deliverable was due to be produced.

A final report that includes measures of the project's effectiveness and impact is due within 90 days of the end of the grant period (September 30, 2018). This report will summarize all activities, accomplishments, financial expenditures, and measurement data for the entire grant period and will include any deliverables not yet submitted. The specific information to be included in the progress and final reports is described in Section 7.3. Grantee will provide draft progress reports and the draft final report to ARB at least two weeks and three weeks, respectively, prior to the deadline to allow for adequate review of the documents before submission of the final reports to the U.S. EPA by ARB.

Administrative costs for the project will be included in this task as well. There will be travel costs associated with facilitation and training of the new green business program in a DAC (Task 1), along with workshops for BEMP development with food manufacturers (Task 2). The Director of CAGBN (or representative) will travel to these new Green Business Programs to assist with stakeholder engagement, training for coordinators, and workshops/trainings for businesses.

2.7. All tasks shall be completed in accordance with Exhibit B, Project Timeline.

3. FINANCIAL MATTERS AND GRANT DISBURSEMENTS

- 3.1. The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement.

- 3.2. Any costs incurred by the Grantee prior to the Grantee's receipt of a fully executed Grant Agreement shall be incurred solely at the risk of the Grantee. In the event that a formal Grant Agreement is not executed, ARB shall not be liable for any amounts expended in anticipation of a formal Grant Agreement.
- 3.3. The maximum amount of this grant award over a two year period is \$157,794. Exhibit C contains the budget breakdown by year and task. In year 1, Task 3 and part of Task 4 will be funded for a total of \$65,000. In year 2, Tasks 2, 3, and 4 will be funded for a total of \$92,794. Note: Grantee acknowledges that ARB has not received federal funds for year 2 and understands that there is no guarantee that year 2 funds will be available. The Total Grant Award will be considered to be fully expended when all of the funds in the Total Grant Award have been paid out by the Grantee by paying invoices associated with approved projects. The Grantee must fully expend the Total Grant Award by September 30, 2018.
- 3.4. Total Grant Award funds that are not expended (paid out) by September 30, 2018, must be returned to ARB within 60 days of that date (November 30, 2018). Returned Total Grant Award funds and returned earned interest must be separately identifiable from each other.
- 3.5. The Ombudsman of the Chairman's Office or designee of ARB may review the Grant Manager's approval or disapproval of a grant disbursement. In the event of Grantee breach, no reimbursement will be made for expenses that, in the judgment of the Ombudsman, are not reasonable or do not comply with the Grant Agreement.

The Grantee shall mail the Grant Disbursement Request Form (Exhibit D), summary sheet (Exhibit E), certification regarding lobbying (Exhibit F), and supporting documentation to:

David Azevedo
 Chief, Accounting Branch
 California Air Resources Board
 1001 I Street, 20th Floor
 Sacramento, California 95814
 Phone: (916) 322-8211
 e-mail: david.azevedo@arb.ca.gov

4. RECORD KEEPING AND RECORD ACCESS FOR AUDITS

- 4.1. The Grantee agrees to establish an official file for the project which shall adequately document all significant actions relative to the project. The Grantee agrees that ARB, U.S. EPA, the California Department of Finance, the California Bureau of State Audits, or their designated representative(s) shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The Grantee agrees to maintain such records for a possible audit for at least three years after September 30, 2018. The Grantee agrees to allow the auditor(s) access and to copy such records

during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any work plan related to performance of this Grant Agreement. If there is an audit, claim or litigation regarding this Grant Agreement which began before the end of the three-year period, the records must be kept until all matters are resolved.

5. PROJECT MANAGEMENT CONTACT

- 5.1. The ARB Project Manager responsible for the technical completion of this work is Ms. Judy Nottoli. Questions regarding required program reports and other programmatic matters should be directed to:

Judy Nottoli
Chair's Office/Office of the Ombudsman
California Air Resources Board
Post Office Box 2815
Sacramento, California 95812
Phone: (916) 322-7429
e-mail: judy.nottoli@arb.ca.gov

The ARB Administrative Contact is Mr. Andrew Agoncillo. All financial inquiries regarding this project shall be directed to:

Andrew Agoncillo
Administrative Services Division
California Air Resources Board
Post Office Box 1436
Sacramento, California 95812
Phone: (916) 324-9907
e-mail: andrew.agoncillo@arb.ca.gov

The Ecology Action Project Manager for program issues relating to this grant is Ms. Kirsten Liske:

Kirsten Liske
Ecology Action
877 Cedar Street
Suite 240
Santa Cruz, CA 95060
Phone: (831) 515-1323
e-mail: kliske@ecoact.org

6. GENERAL PROVISIONS

- 6.1. Potential Sub-grantee: Nothing contained in this Agreement or otherwise, shall create any contractual relation between ARB and any sub-grantees, and no sub-

grant shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to ARB for the acts and omissions of its sub-grantees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its sub-grantees is an independent obligation from ARB's obligation to make payments to the Grantee. As a result, ARB shall have no obligation to pay or to enforce the payment of any moneys to any sub-grantee. Grantee shall not sub-grant any services under this Agreement without prior approval of ARB.

- 6.2. Amendment: No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
- 6.3. Assignment: This grant is not assignable by the Grantee, either in whole or in part, without the consent of ARB.
- 6.4. Compliance with law, regulations, etc.: The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
- 6.5. Computer software: The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- 6.6. Conflict of interest: The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
- 6.7. Damages for breach affecting tax exempt status: In the event that any breach of any of the provisions of this Grant Agreement by the Grantee shall result in the loss of tax exempt status for any State bonds, the Grantee shall immediately reimburse the State in an amount equal to any damages paid by or loss incurred by the State due to such breach.
- 6.8. Disputes: The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with ARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with ARB staff shall be subject to resolution by the ARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.
- 6.9. Environmental justice: In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human

health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.

- 6.10. Force majeure: Neither ARB nor the Grantee shall be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, etc.
- 6.11. Governing law and venue: This grant is governed by and shall be interpreted in accordance with the laws of the State of California. ARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
- 6.12. Indemnification: The Grantee agrees to indemnify, defend and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Total Grant Award.
- 6.13. Grantee's responsibility for work: The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contract for work on the Project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- 6.14. Independent Contractor: The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of ARB.
- 6.15. Nondiscrimination: During the performance of this Grant Agreement, the Grantee and its third party entities shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The Grantee and its third party entities shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its third party entities shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations,

Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its third party entities shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

- 6.16. No third party rights: The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
- 6.17. Prevailing wages and labor compliance: If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.
- 6.18. Professionals: For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
- 6.19. Severability: If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.
- 6.20. Termination: ARB may terminate this Grant Agreement by written notice at any time prior to completion of projects funded by this Grant Agreement, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement.
- 6.21. Timeliness: Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.
- 6.22. Waiver of Rights: Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.
- 6.23. Availability of funds: ARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the

State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.

- 6.24. Confidentiality: No record which has been designated as confidential by ARB, or is the subject of a pending application of confidentiality, shall be disclosed by the Grantee.
- 6.25. Personally Identifiable Information: Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this agreement in perpetuity, and shall not release or publish any such information or data.
- 6.26. Ownership: All information or data received or generated by the Grantee under this agreement shall become the property of ARB. No information or data received or generated under this agreement shall be released without ARB approval.

7. FEDERAL FLOWDOWN REQUIREMENTS

- 7.1. This Grant Agreement is a sub-grant (also referred to as a sub-award) under the U.S. EPA Grant Number 99T53201 and all amendments and is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B and all terms and conditions of this agreement and any exhibits. The Grantee is responsible for complying with the current US EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-march-29-2016-or-later> and included in Exhibit G. These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited throughout the award. The EPA repository for the general terms and conditions by year can be found at: <http://www.epa.gov/grants/grant-terms-and-conditions>.

The Grantee must also ensure that any sub-grants/sub-awards it makes to a lower-tier sub-recipient also be subject to the federal terms and conditions referenced above.

7.2. Administrative Conditions

7.2.1. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance with 2 CFR Part 200.323 the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

7.2.2. Six Good Faith Efforts, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

7.2.3. Utilization of Disadvantaged Business Enterprises

General Compliance, 40 CFR Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR Part 33.

Fair Share Objectives, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000 or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **California State Water Resources Control Board (CSWRCB)** as follows:

	MBE	WBE
Construction	2%	1%
Equipment	1%	1%
Services	1%	1%
Supplies	1%	1%

The recipient accepts the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as **CSWRCB**.

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator, Joe Ochab at Ochab.Joe@epa.gov, within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

Contract Administration Provisions, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Bidders List, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

7.2.4. MBE/WBE Utilization Report

General Compliance, 40 CFR Part 33, Subpart E – Reporting Condition

MBE/WBE reporting is required annually. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category, that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to Disadvantaged Business Enterprise (DBE) Program reporting requirements. Conversely, the recipient must submit to the GrantsRegion9@epa.gov a justification and budget detail within 21 days of the award date demonstrating that this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization under Federal Grants, Cooperative agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions that are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual:" in section 1B of the form. For the final report, recipients must check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30 or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to GrantsRegion9@epa.gov. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33, Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33, Subpart D.

7.2.5. Non-Federal Third-Party Contributions

This award includes \$157,835 of estimated non-federal third party contributions. Third party contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of grantees and subgrantees. As applicable, these records must reflect how the value is placed on third party contributions. The value of third party contributions must be applicable to the period to which the cost sharing or matching requirement apply (2 CFR Part 200.306).

7.3. Programmatic Terms and Conditions

a. Reporting:

1) Semiannual progress reports: Once the project period is over 1 month old, semiannual progress reports are due to the EPA project officer every February 28th and August 30th. Printed or other "hard copy" deliverables (e.g., advertising flyers, fact sheets, pamphlets, guides, curricula, checklists, videos, CD-ROMS etc.) required under the grant should be submitted along with the first progress report that follows the date the deliverable was due to be produced.

The purpose of the semiannual reports is to report on the progress of the project and on the tasks and activities agreed upon in the final work plan. The current status of each task should be reported. Any substantial diversion from a stated objective or any deviation from the approved timeline should be explained. Only activities required under the grant should be reported. At a minimum, the progress reports should include the following elements:

- A short summary of the accomplishments for the reporting period.
- Progress on completing individual project tasks.
- The planned and actual schedules for task completion.
- Projected accomplishments for the next reporting period.
- Any problems encountered and their resolution.

- Data on financial expenditures by budget category. The Financial Status Report must accurately account for all federal funds expended and identify appropriate use of federal funds.
- Any available environmental results reported in pounds of hazardous materials reduced, metric tons of CO₂ equivalent (MTCO₂e) avoided, gallons of water conserved, and/or dollars saved. See below for more guidance on calculating and reporting results. Recipients are expected to provide quantitative estimates and actual results for outcomes and/or outputs on a semi-annual basis during the grant period.

Measurement of Project Impact:

To the greatest extent possible, the progress and final reports should include measures of the project's effectiveness and impact. This can include changes in attitudes or awareness, changes in behavior, and measured or estimated environmental outcomes. Results should be linked back to specific activities in the grant (e.g., Activity A is to "Provide training on P2 strategies", reported results for Activity A are 50 workers trained, 80% demonstrate greater knowledge through a post-training test, and 40% implemented strategies from the training based on follow-up contact).

Information on environmental outcomes can be either measured or estimated. These should be reported in terms of pounds of pollution prevented (specify type of pollution), gallons of water saved, BTUs of energy saved, and dollars saved by the target audience (if appropriate). If possible, environmental results should be reported in a disaggregated way – by facility, activity, or practice – with an indication of the result-producing P2 action taken and any associated cost savings.

Show results for each facility that implemented P2 action steps and briefly describe the steps they took. For guidance and examples, please see Appendix C of the FY 2016/2017 RFP at: http://www2.epa.gov/sites/production/files/2015-03/documents/2015rfpp2_grant_or_cooperativeagreement.pdf. EPA maintains the confidentiality of a facility's identity in every case (see page C-5), and you are not required to give a facility's name. A typical format for reporting P2 results is shown below.

(a) Facility/ Source	(b) P2 Activity	(c) Pounds of hazardous inputs and releases reduced*	(d) MTCO ₂ e reduced	(e) Gallons of water conserved	(f) Dollars saved from (c) – (e) only
Totals					

* Count any air emissions or releases to water, and not just hazardous waste. Omit nonhazardous inputs, CO₂, and SO_x/NO_x reductions from electricity management. Divide wastewater reductions by 10,000 to eliminate the water volume from reporting.

For facility-level or entity-level projects with a confidentiality or burdensomeness exemption. First state the basis for the exemption in detail. Then show results for each project area separately. For example, report results separately for a state leadership program, a hospitality certification project, and a technical assistance program that are all under one grant or cooperative agreement. When a confidentiality or burdensomeness exemption does not apply to a project, follow the terms that apply to that project.

For sector projects. Provide the number of sector facilities engaged in implementation and the formula for calculating average facility performance results.

For pilots. Provide the test scale results.

For training. If you use surveys to identify what has been implemented with outcomes achieved, follow the facility or sector terms above as applicable.

2) Final Report: A final report is due within 90 days of the end of the grant or cooperative agreement period. The final report should summarize all activities, accomplishments, financial expenditures and measurement data for the entire grant or cooperative agreement period and include any deliverables not yet submitted.

Final Report Results:

For facility-level or entity-level projects, Show results for each facility that implemented P2 action steps and briefly describe the steps they took. For guidance and examples, please see Appendix C of the FY 2016/2017 RFP at http://www2.epa.gov/sites/production/files/2015-03/documents/2015rfpp2_grant_or_cooperative_agreement.pdf. EPA maintains the confidentiality of a facility's identity in every case (see page C-5), and you are not required to give a facility's name. A typical format for reporting P2 results is below.

(a) Facility/ Source	(b) P2 Activity	(c) Pounds of hazardous inputs and releases reduced*	(d) MTCO ₂ e reduced	(e) Gallons of water conserved	(f) Dollars saved from (c) – (e) only
Totals					

* Count any air emissions or releases to water, and not just hazardous waste. Omit nonhazardous inputs, CO₂, and SO_x/NO_x reductions from electricity management. Divide wastewater reductions by 10,000 to eliminate the water volume from reporting.

For facility-level or entity-level projects with a confidentiality or burdensomeness exemption. First state the basis for the exemption in detail. Then show results for each project area separately. For example, report results separately for a state leadership program, a hospitality certification project, and a technical assistance program that are all under one grant or cooperative agreement.

When a confidentiality or burdensomeness exemption does not apply to a project, follow the terms that apply to that project.

For sector projects. Provide the number of sector facilities engaged in implementation and the formula for calculating average facility performance results.

For pilots. Provide the test scale results.

For training. If you use surveys to identify what has been implemented with outcomes achieved, follow the facility or sector terms above as applicable

b. Grant or Cooperative Agreement Products and Deliverables: All outreach and public education materials (including, but not limited to brochures, press releases, websites, presentation materials) shall clearly state that the project is made possible by funding from the U.S. Environmental Protection Agency, Region 9, shall include the funding agreement number if possible, and include a disclaimer regarding EPA's endorsement of the work (the EPA Project Officer can provide examples for specific types of disclaimers). The recipient must provide the EPA Project Officer the opportunity to review and approve all materials developed under this award.

c. Delivery of Reports and Deliverables: One paper and one electronic copy of all final products developed under this grant or cooperative agreement will be forwarded upon completion to the EPA project officer (see your grant or cooperative agreement Agreement/Change Notices for your Project Officer's postal and email addresses). Examples of final products include, but are not limited to: reports, fact sheets, pamphlets, handbooks, model curricula, assessment and audit tools, videos, event brochures, etc. The grant or cooperative agreement Project Officer may share final technical reports, and/or final products with the appropriate regional P2Rx center and may send the materials to the Pollution Prevention Information Clearinghouse (PPIC). The grant or cooperative agreement Project Officer may share final technical reports, and/or final products with the appropriate regional P2Rx center and may send the materials to the Pollution Prevention Information Clearinghouse (PPIC).

All documents will be furnished in at least one of the following electronic versions: PDF, HTML, MS Word, or MS Excel.

d. Copyrighted Material: In accordance with 40 CFR 31.34 for State, local and Indian Tribal governments or 40 CFR 30.36 for other recipients, EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works developed under this assistance agreement for Federal purposes. Examples of Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by

State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction; (6) Limited use by other grant or cooperative agreementtees to carry out Federal grant or cooperative agreements provided the use is consistent with the terms of EPA's authorization to the grant or cooperative agreement to use the copyrighted material.

e. Quality Assurance: This grant may include the performance of environmental measurements. If it does include environmental measurements, a Quality Assurance (QA) Plan, a Sampling and Analysis Plan, or other comparable document covering QA activities, must be prepared. The recipient should consult with the Project Officer to determine what type of QA documentation would be most appropriate and what QA guidance should be followed. The QA Plan must be approved by the EPA Project Officer, the Region 9 Quality Assurance Manager, and the recipient's Quality Assurance Officer before measurement activities are undertaken. Please contact the Project Officer and the EPA Quality Assurance Office for assistance in preparing a QA plan or other QA activities.

f. Cybersecurity:

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all State or Tribal law cybersecurity requirements as applicable.

(b)(1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(b)(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in

subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

g. Substantial Involvement: The U.S. EPA will be substantially involved in overseeing and monitoring this cooperative agreement. Involvement includes, but is not limited to: joint collaboration between EPA and the recipient; providing technical assistance in developing curriculum; and participating as speaker(s) or instructor(s)). Specific details are contained in the approved workplan.

h. Subaward: The recipient must report on its subaward monitoring activities under 2 CFR 200.331(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.331(e), 2 CFR 200.207 and the 2 CFR Part 200.338 Remedies for Noncompliance.

Note: Project Officers may customize this reporting requirement based on programmatic information needs provided they do not create a form for the collection of identical data from 10 or more pass-through entities. Doing so may trigger the Office of Management and Budget's Information Collection Request regulations. POs should consult with OGC or ORC as appropriate if there are questions regarding whether an ICR is required.

EXHIBIT B PROJECT TIMELINE

October 2016 to September 2018	Oct '16	Dec	Feb	Apr	Jun	Aug	Oct '17	Dec	Feb	Apr	Jun	Aug	Oct '18
Task 1: Develop a New Green Business Program													
Recruit new cities/counties, review submittals, and select new green business program jurisdiction													
Stakeholder building/formal agreement advisement													
Set up program on GreenBizTRACK													
Train coordinator and auditors													
Checklists setup													
New program startup funding													
Expanded outreach assistance													
Business incentives: upgrade cost share													
Task 2: Food Manufacturing Technical Assistance and Certification													
Research and compile resources													
Develop BEMPs													
Develop Green Business Program checklist													
Conduct 2 workshops													
Certify at least 5 food manufacturing/processing businesses													
Task 3: Increase Enrollment Through Central Marketing Support to Local Programs													
Develop statewide branding including logo, tagline, colors, etc.													
Develop/update social media and web presence on CAGBN's website													
Update sell sheets with new brand													
Prepare and distribute a Style Guide that all CAGBN programs will use for marketing													
Develop YouTube promotional videos													
Launch newsletter including recognition offerings													
Develop and distribute two newsletters													
Develop statewide marketing piece													
Develop/maintain Google Ad words campaign													
Develop marketing via key business outlets													
Task 4: Project Administration and Reporting													
Preparation of invoices, progress reports, and final report													

EXHIBIT C BUDGET

Task #	Year 1 Budget	Year 2 Budget	Total
1	\$0	\$36,440	\$36,440
2	\$0	\$46,320	\$46,320
3	\$60,240	\$0	\$60,240
4	\$4,760	\$10,034	\$14,794
Total:	\$65,000	\$92,794	\$157,794

Year 1: October 2016 - September 30, 2017

Year 2: October 1, 2017 - September 30, 2018

Project Strategy/Task	Title/Item	Hours/Unit (grant)	Hours/Unit (match)	Hours/Unit Rate	Budget	Program Match
Task 1: Develop a New Green Business Program						
Solicit and select programs	CAGBP Director	36	36	\$120	\$4,320	\$4,320
Stakeholder building/Formal agreement advisement	CAGBP Director	25	30	\$120	\$3,000	\$3,600
Set up programs on GreenBizTRACK	CAGBP Database Manager	18	20	\$90	\$1,620	\$1,800
Train coordinator and auditors	CAGBP Director	40	40	\$120	\$4,800	\$4,800
Checklist setup	CAGBP Database Manager	30	14	\$90	\$2,700	\$1,260
New program startup funding		--	500	20,000	\$20,000	\$30,000
	Task 1 Subtotal				\$36,440	\$45,780
Task 2: Food Manufacturing Technical Assistance and Certification						
Research and compile resources	CAGBP Director	80	76	\$120	\$9,600	\$9,120
Develop BEMPs	CAGBP Director	126	126	\$120	\$15,120	\$15,120
Develop Green Business Program checklist	CAGBP Director	80	100	\$120	\$9,600	\$12,000
Conduct 2 workshops	CAGBP Director	60	60	\$120	\$7,200	\$0
Certify 5 facilities	CAGBP Director	40	100	\$120	\$4,800	\$12,000
	Task 2 Subtotal	417			\$46,320	\$48,240
Task 3: Increase Enrollment Through Central Marketing Support to Local Programs						
Develop statewide branding including logo	CAGBP Director	70	60	\$120	\$8,400	\$7,200
Create/develop/update social media and web presence	CAGBP Director	125	120	\$120	\$15,000	\$14,400
Develop YouTube promotional videos	CAGBP Director	60	40	\$120	\$7,200	\$4,800
Launch newsletter including recognition offerings	CAGBP Director	50	80	\$120	\$6,000	\$9,600
Develop statewide marketing piece	CAGBP Director	40	40	\$120	\$4,800	\$4,800
Develop/maintain Google Ad words campaign	CAGBP Director	80	74	\$120	\$9,600	\$8,880
Develop marketing via key business outlets	CAGBP Director	77	50	\$120	\$9,240	\$6,000
	Task 3 Subtotal	502			\$60,240	\$55,680
Task 4: Project Administration and Reporting						
CAGBN program reporting (progress reports and final report)	CAGBP Director	60	30	\$120	\$7,200	\$3,600
CAGBN program admin and invoicing	Ecology Action Fiscal Agent	50	50	\$90	\$4,500	\$4,500
Travel (mileage, airfare, lodging)	CAGBP Director			\$3,085	\$3,094	\$0
	Task 4 Subtotal				\$14,794	\$8,100
TOTAL PROJECT BUDGET					\$157,794	\$157,800

EXHIBIT D
Grant Disbursement Request Form

Pollution Prevention – California Green Business Program
GRANT DISBURSEMENT REQUEST FORM
Fiscal Year 2016-2018

1. Project Name: Pollution Prevention – California Green Business Program					
2. District Name: U.S. EPA Region 9				3. Grant Number: G16-EA-001	
4. Contact Person:					
5. Make Check Payable to (include mailing address):					
	Grant Amount	Previous Disbursements	This Request	Remaining Balance	Demonstrated Match ^a
Federal Project Funds Year 1	\$65,000.00	\$	\$	\$	\$
Federal Project Funds Year 2	\$92,794.00	\$	\$	\$	\$
TOTAL =	\$157,794.00	\$	\$	\$	\$

I certify that the information contained in this grant disbursement request and all the Exhibits is correct and complete and is in accordance with the Grant Agreement. In addition, I hereby authorize the California Air Resources Board to make any inquiries to confirm this information.

Signature of Authorized Program Official
(Executive Officer, Vice President, or equivalent)

Name: _____

Title: _____

Date: _____

Signature of Authorized Fiscal Official
(Chief Financial Officer or equivalent)

Name: _____

Title: _____

Date: _____

Approval:

Date Received: _____

Project Liaison Approval: _____

Date: _____

Manager Approval: _____

Date: _____

Grants & Revenues Section
Approval: _____

Date: _____

^aSupporting documentation for matching funds must be included with this form. See Final Work Plan (July 2016) for match information by task.

EXHIBIT E SUMMARY SHEET

Project Costs

Task Number	Labor Costs	Travel Costs	Program Material Costs (Reproduction)	Subcontractor Costs	New Program Start Up Grant*
1					
2					
3					
4					

** Invoice must include proper documentation of these costs (i.e., invoice from receiving organization or business, copy of the check, justification of cost share, etc.*

Demonstrated Match

Task Number	Labor Costs	Travel Costs	Program Material Costs (Reproduction)	Subcontractor Costs	New Program Start Up Grant*
1					
2					
3					
4					

** Invoice must include proper documentation of these costs (i.e., invoice from receiving organization or business, copy of the check, justification of cost share, etc.*

Note: This sheet should follow the grant disbursement request form in all invoices submitted for payment.

EXHIBIT F

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name & Title of Authorized Representative:
Signature and Date of Authorized Representative:
Grantee Organization:

EXHIBIT G

EPA General Terms and Conditions Effective March 29, 2016

1. Introduction

The recipient and any sub-recipient must comply with the applicable EPA general terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions reflected on the official assistance award document. Recipients **must** review their official award document for additional administrative and programmatic requirements. Failure to comply with the general terms and conditions outlined below and those directly reflected on the official assistance award document may result in enforcement actions as outlined in 2 CFR 200.338 and 200.339.

2. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

This award is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title 2 CFR, Parts 200 and 1500. 2 CFR 1500.1, Adoption of 2 CFR 200, states Environmental Protection Agency adopts the Office of Management and Budget (OMB) guidance Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to Non-Federal Entities (subparts A through F of 2 CFR 200), as supplemented by 2 CFR Part 1500, as the Environmental Protection Agency (EPA) policies and procedures for financial assistance administration. 2 CFR Part 1500 satisfies the requirements of 2 CFR 200.110(a) and gives regulatory effect to the OMB guidance as supplemented by 2 CFR Part 1500. This award is also subject to applicable requirements contained in EPA programmatic regulations located in 40 CFR Chapter 1 Subchapter B.

2.1. Implementing Procurement Standards. (Updated 7/26/16) Per 2 CFR 200.110, there is a two-year grace period available to non-Federal entities for implementation of the procurement standards in 2 CFR 200.317 through 200.326. As detailed in the 2015 OMB Compliance Supplement, non-Federal entities choosing to delay implementation will need to specify in their documented policies and procedures that they continue to comply with 40 CFR Part 30 or 31, as applicable, for two additional fiscal years which begins after December 26, 2014.

2.2. Effective Date and Incremental or Supplemental Funding. Consistent with the OMB Frequently Asked Questions at <https://cfo.gov/cofar> on Effective Date and Incremental Funding, any new funding through an amendment (supplemental or incremental) on or after December 26, 2014, and any unobligated balances (defined at 200.98) remaining on the award at the time of the amendment, will be subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements (2 CFR 200 and 1500).

Financial Information

3. Reimbursement Limitation

EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as reflected on the award document. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk. See 2 CFR 1500.8

4. Payment Methods

The Debt Collection Improvement Act of 1996 requires that Federal payments be made by electronic funds transfer. In order to comply with the Act, a recipient must receive payments via one of two electronic methods available to them:

4.1. Automated Standard Application for Payments (ASAP) (Updated 6/27/16). The ASAP system is the preferred method of payment for EPA grantees. ASAP enrollment is highly encouraged for organizations that have multiple grants/cooperative agreements and for those with a frequent need to request funds. If the recipient uses multiple bank accounts for EPA grants/cooperative agreements, the recipient must enroll in ASAP. To enroll in ASAP, please complete the ASAP Initiate Enrollment form located at: <http://www2.epa.gov/financial/forms> and email it to LVFC-grants@epa.gov or mail it to:

USEPA LVFC
4220 S. Maryland Pkwy Bldg C, Suite 503
Las Vegas, NV 89119

Under this payment mechanism, the recipient initiates an electronic payment request online via ASAP, which is approved or rejected based on the amount of available funds authorized by EPA in the recipient's ASAP account. Approved funds are credited to the account at the financial institution of the recipient organization identified on the recipient's ASAP enrollment application. Additional information concerning ASAP and enrollment can be obtained by contacting the EPA Las Vegas Finance Center, at 702-798-2485, or by visiting: www.fms.treas.gov/asap.

4.2. Electronic Funds Transfer (EFT).

Under this payment mechanism, the EPA Las Vegas Finance Center will obtain the recipient's banking information from the System for Award Management (SAM). Once the agreement is awarded and no restrictions are identified by the awarding office, a Las Vegas Finance Center Representative will send the recipient an email message with the EFT Control Number and payment information. Additional information concerning EFT can be obtained by contacting the EPA Las Vegas Finance Center at 702- 798-2485, or by visiting: <http://www2.epa.gov/financial/grants>.

NOTE: If the banking information is not correct or changes at any time prior to the end of this agreement, the recipient must update the organization's SAM registration and notify the EPA Las Vegas Finance Center as soon as possible. This is vital to ensure proper and timely deposit of funds.

5. Payment Drawdown

The recipient agrees to draw cash only as needed for its disbursement. Failure on the part of the recipient to comply with this condition may cause the undisbursed portions of the assistance agreement to be revoked or financing method changed to a reimbursable basis.

Selected Items of Cost

6. Consultant Cap

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200 are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9.

7. Establishing and Managing Subawards (modified 3/29/16)

If the recipient chooses to pass funds from this assistance agreement to other entities, the recipient must comply with applicable provisions of 2 CFR Part 200 and the EPA Subaward Policy, which may be found at <https://epa.gov/grants/epa-subaward-policy>.

As a pass-through entity, the recipient agrees to:

7.1. Be responsible for selecting subrecipients and as appropriate conducting subaward competitions using a system for properly differentiating between subrecipients and procurement contractors under the standards at 2 CFR 200.330 and EPA's supplemental guidance in Appendix A of the EPA Subaward Policy.

a. For-profit organizations and individual consultants, in almost all cases, are not eligible subrecipients under EPA financial assistance programs and the pass-through entity must obtain prior written approval from EPA's Award Official for subawards to these entities unless the EPA-approved budget and work plan for this agreement contain a precise description of such subawards.

b. Stipends and travel assistance for trainees (including interns) and similar individuals who are not employees of the pass-through entity must be classified as participant support costs rather than subawards as required by 2 CFR 200.75 and 2 CFR 200.92.

7.2. Establish and follow a system that ensures all subaward agreements are in writing and contain all of the elements required by 2 CFR 200.331(a). EPA has developed a template for subaward agreements that is available in Appendix D of the EPA Subaward Policy.

7.3. Prior to making subawards, ensure that each subrecipient has a "unique entity identifier." This identifier is required for registering in the System for Award Management (SAM) and by 2 CFR Part 25 and 2 CFR 200.331(a)(1). The unique entity identifier currently is the subrecipient's Data Universal Numbering System (DUNS) number. Information regarding obtaining a DUNS number and registering in SAM is available in the General Condition of the pass-through entity's agreement with EPA entitled "Central Contractor Registration/System for Award Management and Universal Identifier Requirements" T&C of the pass-through entity's agreement with the EPA.

7.4. Ensure that subrecipients are aware that they are subject to the same requirements as those that apply to the pass-through entity's EPA award as required by 2 CFR 200.331(a)(2). These requirements include, among others:

a. Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.

b. Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition pass-through entity's agreement with EPA entitled "Reporting Subawards and Executive Compensation."

c. Limitations on individual consultant fees as set forth in 2 CFR 1500.9 and the General Condition of the pass-through entity's agreement with EPA entitled "Consultant Fee Cap."

d. EPA's prohibition on paying management fees as set forth in General Condition of the pass-through entity's agreement with EPA entitled "Management Fees."

e. The Procurement Standards in 2 CFR Part 200 including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants).

EPA provides general information on other statutes, regulations and Executive Orders on the Grants internet site at www.epa.gov/grants. Many Federal requirements are agreement or program specific and EPA encourages pass-through entities to review the terms of their assistance agreement carefully and consult with their EPA Project Officer for advice if necessary.

7.5. Establish and follow a system for evaluating subrecipient risks of noncompliance with Federal statutes, regulations and the terms and conditions of the subaward as required by 2 CFR 200.331(b) and document the evaluation. Risk factors may include:

- a. Prior experience with same or similar subawards;
- b. Results of previous audits;

- c. Whether new or substantially changed personnel or systems, and;
- d. Extent and results of Federal awarding agency or the pass-through entity's monitoring.

7.6. Establish and follow a process for deciding whether to impose additional requirements on subrecipients based on risk factors as required by 2 CFR 200.331(c). Examples of additional requirements authorized by 2 CFR 200.207 include:

- a. Requiring payments as reimbursements rather than advance payments;
- b. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- c. Requiring additional, more detailed financial reports;
- d. Requiring additional project monitoring;
- e. Requiring the non-Federal entity to obtain technical or management assistance, and
- f. Establishing additional prior approvals.

7.7. Establish and follow a system for monitoring subrecipient performance that includes the elements required by 2 CFR 200.331(d) and report the results of the monitoring in performance reports as provided in the reporting terms and conditions of this agreement.

7.8. Establish and maintain an accounting system which ensures compliance with the \$25,000 limitation at 2 CFR 200.68 on including subaward costs in Modified Total Direct Cost for the purposes of distributing indirect costs.

7.9. Work with EPA's Project Officer to obtain the written consent of EPA's Office of International and Tribal Affairs (OITA), prior to awarding a subaward to a foreign or international organization, or a subaward to be performed in a foreign country even if that subaward is described in a proposed scope of work.

7.10. Obtain written approval from EPA's Award Official for any subawards that are not described in the approved work plan in accordance with 2 CFR Part 200.308.

7.11. Obtain the written approval of EPA's Award Official prior to awarding a subaward to an individual if the EPA-approved scope of work does not include a description of subawards to individuals.

7.12. Establish and follow written procedures under 2 CFR 200.302(b)(7) for determining that subaward costs are allowable in accordance with 2 CFR Part 200, Subpart E and the terms and conditions of this award. These procedures may provide for allowability determinations on a pre-award basis, through ongoing monitoring of costs that subrecipients incur, or a combination of both approaches provided the pass-through entity documents its determinations.

7.13. Establish and maintain a system under 2 CFR 200.331(d) (3) and 2 CFR 200.521(c) for issuing management decisions for audits of subrecipients that relate to Federal awards. However, the recipient remains accountable to EPA for ensuring that unallowable subaward costs initially paid by EPA are reimbursed or mitigated through offset with allowable costs whether the recipient recovers those costs from the subrecipient or not.

7.14. As provided in 2 CFR 200.332, pass-through entities must obtain EPA approval to make fixed amount subawards. EPA is restricting the use of fixed amount subawards to a limited number of situations that are authorized in official EPA pilot projects. Recipients should consult with their EPA Project Officer regarding the status of these pilot projects.

By accepting this award, the recipient is certifying that it either has systems in place to comply with the requirements described in Items 7.1 through 7.14 above or will refrain from making subawards until the systems are designed and implemented.

8. Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not

allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

Reporting and Additional Post-Award Requirements

9. Central Contractor Registration/System for Award Management and Universal Identifier Requirements

9.1 Requirement for System for Award Management (SAM) Unless exempted from this requirement under 2 CFR 25.110, the recipient must maintain the currency of the organization's information in SAM until the submittal of the final financial report required under this award or receipt of the final payment, whichever is later. This requires that the recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in the information or another award term.

9.2 Requirement for Data Universal Numbering System (DUNS) numbers. If the recipient is authorized to make subawards under this award, the recipient:

9.2.1. Must notify potential subrecipients that no entity (definition paragraph 9.3 of this award term) may receive a subaward unless the entity has provided its DUNS number.

9.2.2. May not make a subaward to an entity unless the entity has provided its DUNS number.

9.3. Definitions. For the purposes of this award term:

9.3.1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site: <https://www.sam.gov>.

9.3.2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

9.3.3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

9.3.3.1. A Governmental organization, which is a State, local government, or Indian tribe;

9.3.3.2. A foreign public entity;

9.3.3.3. A domestic or foreign nonprofit organization;

9.3.3.4. A domestic or foreign for-profit organization; and

9.3.3.5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

9.3.4. Subaward:

9.3.4.1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.

9.3.4.2. The term does not include procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200 Subpart D).

9.3.4.3. A subaward may be provided through any legal agreement, including an agreement that the recipient considers a contract.

9.3.5. Subrecipient means an entity that:

9.3.5.1. Receives a subaward from the recipient under this award; and

9.3.5.2. Is accountable to the recipient for the use of the Federal funds provided by the subaward.

10. Reporting Subawards and Executive Compensation

10.1. Reporting of first-tier subawards.

10.1.1. Applicability. Unless the recipient is exempt as provided in paragraph 10.4. of this award term, the recipient must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph 10.5 of this award term).

10.1.2. Where and when to report. (1) The recipient must report each obligating action described in paragraph 10.1.1 of this award term to www.frs.gov. (2) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on any date during the month of November of a given year, the obligation must be reported by no later than December 31 of that year.)

10.1.3. What to report. The recipient must report the information about each obligating action as described in the submission instructions available at: <http://www.frs.gov>.

10.2. Reporting Total Compensation of Recipient Executives.

10.2.1. Applicability and what to report. The recipient must report total compensation for each of their five most highly compensated executives for the preceding completed fiscal year, if:

10.2.1.1. the total Federal funding authorized to date under this award is \$25,000 or more;

10.2.1.2. in the preceding fiscal year, the recipient received: (i.) 80 percent or more of their annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); (ii.) and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

10.2.1.3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

10.2.2. Where and when to report. The recipient must report executive total compensation described in paragraph 10.2.1 of this award term: (i.) As part of the registration Central System for Award Management profile available at www.sam.gov. (ii.) By the end of the month following the month in which this award is made, and annually thereafter.

10.3. Reporting of Total Compensation of Subrecipient Executives.

10.3.1. Applicability and what to report. Unless exempt as provided in paragraph 10.4. of this award term, for each first-tier subrecipient under this award, the recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

10.3.1.1. in the subrecipient's preceding fiscal year, the subrecipient received: (i.) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and (ii.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

10.3.1.2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

10.3.2. Where and when to report. The recipient must report subrecipient executive total compensation described in paragraph 10.3.1. of this award term:

10.3.2.1. To the recipient.

10.3.2.2. By the end of the month following the month during which the recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the recipient must report any required compensation information of the subrecipient by November 30 of that year.

10.4. Exemptions

10.4.1. If, in the previous tax year, the recipient had gross income, from all sources, under \$300,000, the recipient is exempt from the requirements to report:

10.4.1.1. subawards, and the total compensation of the five most highly compensated executives of any subrecipient.

10.5. Definitions. For purposes of this award term:

10.5.1. **Entity** means all of the following, as defined in 2 CFR Part 25: (i.) A Governmental organization, which is a State, local government, or Indian tribe; (ii.) A foreign public entity; (iii.) A domestic or foreign nonprofit organization; (iv.) A domestic or foreign for-profit organization; (v.) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

10.5.2. **Executive** means officers, managing partners, or any other employees in management positions.

10.5.3. Subaward:

10.5.3.1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that the recipient award to an eligible subrecipient.

10.5.3.2. The term does not include procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200 Subpart D).

10.5.3.3. A subaward may be provided through any legal agreement, including an agreement that the recipient or a subrecipient considers a contract.

10.5.4. Subrecipient means an entity that:

10.5.4.1. Receives a subaward from the recipient under this award; and

10.5.4.2. Is accountable to the recipient for the use of the Federal funds provided by the subaward.

10.5.5. **Total compensation** means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

10.5.5.1. Salary and bonus.

10.5.5.2. Awards of stock, stock options and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

10.5.5.3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

10.5.5.4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

10.5.5.5. Above-market earnings on deferred compensation which is not tax-qualified.

10.5.5.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

11. Recipient Integrity and Performance Matters - Reporting of Matters Related to Recipient Integrity and Performance (added 1/27/2016)

11.1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

11.2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- 11.2.1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- 11.2.2. Reached its final disposition during the most recent five year period; and
- 11.2.3. Is one of the following:
 - 11.2.3.1. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 11.2.3.2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 11.2.3.3. An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 11.2.3.4. Any other criminal, civil, or administrative proceeding if:
 - 11.2.3.4.1. It could have led to an outcome described in paragraph 11.2.3.1, 11.2.3.2, or 11.2.3.3 of this award term and condition;
 - 11.2.3.4.2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - 11.2.3.4.3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

11.3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

11.4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 11.1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

11.5. Definitions

For purposes of this award term and condition:

- 11.5.1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- 11.5.2. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- 11.5.3. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - 11.5.3.1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 11.5.3.2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

12. Federal Financial Reporting (FFR) (Updated 7/28/16)

Pursuant to 2 CFR 200.327 and 200.343, EPA recipients must submit the Federal Financial Report (SF-425) at least annually and no more frequently than quarterly. EPA's standard reporting frequency is annual unless an EPA Region has included an additional term and condition specifying greater reporting frequency within this award document. EPA recipients must submit the SF-425 no later than 30 days after the end of each specified reporting period for quarterly and semi-annual reports, and 90 calendar days for annual and final reports. Extension of reporting due dates may be approved by EPA upon request of the recipient. The FFR form is

available on the internet at: <http://www2.epa.gov/financial/forms> . All FFRs must be submitted to the Las Vegas Finance Center (LVFC) via email LVF C-grants@epa.gov or mail it to:

USEPA LVFC
4220 S. Maryland Pkwy Bldg C, Suite 503
Las Vegas, NV 89119

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

13. Indirect Cost Rate Agreements

Recipients are entitled to reimbursement of indirect costs, subject to any statutory or regulatory administrative cost limitations, if they have a current Federally-approved indirect cost rate agreement or have submitted an indirect cost rate proposal to their cognizant federal agency for review and approval and a final rate has been determined by the cognizant agency. Recipients are responsible for maintaining an approved indirect cost rate for the life of the award. Recipients with differences between their provisional rates and final rates are not entitled to more than the award amount, without prior approval from EPA.

14. Audit Requirements (modified 1/27/16)

In accordance with 2 CFR 200.501(a), the recipient hereby agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year beginning on or after December 26, 2014.

The recipient must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the recipient's fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at

[https://harvester.census.gov/facides/\(S\(3wauez2yufokbe3engv0dtek\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(3wauez2yufokbe3engv0dtek))/account/login.aspx). For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: <https://harvester.census.gov/facweb/Default.aspx>

15. Closeout Requirements

Reports required for closeout of the assistance agreement must be submitted in accordance with this agreement. Submission requirements and frequently asked questions can also be found at:

<http://www2.epa.gov/grants/frequently-asked-questions-about-closeout-information>.

16. Suspension and Debarment

Recipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows recipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

17. Disclosing Conflict of Interests

17.1. For awards to Non-federal entities and individuals (other than states and fellowship recipients under 40 CFR Part 46).

As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at <http://www2.epa.gov/grants/epas-financial-assistance-conflict-interest-policy>. The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental and incremental funding) awarded on or after October 1, 2015. This COI term and condition supersedes prior COI terms and conditions for this award based on either EPA's May 22, 2015 Revised Interim COI Policy or December 26, 2014 Interim COI Policy.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of discovery of the COI. The Grant Specialist will respond to any such disclosure within 30 calendar days.

EPA's COI Policy requires that recipients have systems in place to address, resolve and disclose to EPA COIs described in sections 4.0(b), (c) and/or (d) of the COI Policy that affect any contract or subaward regardless of amount funded under this award. The recipient's COI Point of Contact for the award must disclose any COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of the discovery of the potential COI and their approach for resolving the COI.

EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COIs described in section 4.0(b)(c) and (d) of the COI Policy regardless of the amount of the transaction. Recipients who are pass-through entities as defined at 2 CFR 200.74 must require that subrecipients being considered for or receiving subawards disclose COI to the pass-through entities in a manner that, at a minimum, is in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy. Pass-through entities must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that recipients and subrecipients disclose COI's that are discovered under their systems for addressing and resolving COI. If recipients or subrecipients do not discover a COI, they do not need to advise EPA or the pass-through entity of the absence of a COI.

Upon notice from the recipient of a potential COI and the approach for resolving it, the Agency will then make a determination regarding the effectiveness of these measures within 30 days of receipt of the recipient's notice unless a longer period is necessary due to the complexity of the matter. Recipients may not request payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. Failure to disclose a COI may result in cost disallowances.

Disclosure of a potential COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1) or (2), provided the recipient notifies EPA of measures the recipient or subrecipient has taken to eliminate, neutralize or mitigate the conflict of interest when making the disclosure.

17.2. For awards to states including state universities that are state agencies or instrumentalities

As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at <http://www2.epa.gov/grants/epas-financial-assistance-conflict-interest-policy>. The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental, incremental funding) awarded on or after October 1, 2015. This COI term and condition supersedes prior COI terms and conditions for this award based on either EPA's May 22, 2015 Revised Interim COI Policy or December 26, 2014 Interim COI Policy.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of discovery of the COI. The Grant Specialist will respond to any such disclosure within 30 calendar days.

States including state universities that are state agencies and instrumentalities receiving funding from EPA are only required to disclose subrecipient COI as a pass-through entity as defined by 2 CFR 200.74. Any other COI are subject to state laws, regulations and policies. EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COIs described in section 4.0(b) (c) and (d) of the COI Policy that arise after EPA made the award regardless of the amount of the transaction. States who are pass-through entities as defined at 2 CFR 200.74 must require that subrecipients being considered for or receiving subawards disclose COI to the state in a manner that, as a minimum, in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy. States must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that subrecipients disclose COI's to state pass-through entities that are discovered under their systems for addressing, resolving, and disclosing COI. If subrecipients do not discover a COI, they do not need to advise state pass-through entities of the absence of a COI.

Upon receiving notice of a potential COI and the approach for resolving it, the Agency will make a determination regarding the effectiveness of these measures within 30 days of receipt of the state's notice of a subrecipient COI unless a longer period is necessary due to the complexity of the matter. States may not request payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. A subrecipient's failure to disclose a COI to the state and EPA may result in cost disallowances.

Disclosure of a potential subrecipient COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1) or (2), provided the subrecipient has taken measures that EPA and the state agree eliminate, neutralize or mitigate the conflict of interest.

Programmatic General Terms and Conditions

18. Sufficient Progress

EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. EPA may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

19. Copyrighted Material and Data

In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

20. Patents and Inventions

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 USC Sections 200-212.

Pursuant to the Bayh-Dole Act (set forth in 35 USC 200-212), EPA retains the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the assistance agreement holder, as defined in the Act. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the recipient must utilize the Interagency Edison extramural invention reporting system at <http://iEdison.gov>. Annual utilization reports must be submitted through the system. The recipient is required to notify the Project Officer identified on the award document when an invention report, patent report, or utilization report is filed at <http://iEdison.gov>. EPA elects not to require the recipient to provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.

In accordance with Executive Order 12591, as amended, government owned and operated laboratories can enter into cooperative research and development agreements with other federal laboratories, state and local governments, universities, and the private sector, and license, assign, or waive rights to intellectual property "developed by the laboratory either under such cooperative research or development agreements and from within individual laboratories."

21. Acknowledgement Requirements for Non-ORD Assistance Agreements

The recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

Recipients of EPA Office of Research Development (ORD) research awards must follow the acknowledgement requirements outlined in the research T&Cs available at: <http://www.nsf.gov/awards/managing/rtc.jsp>. A Federal-wide workgroup is currently updating the Federal-Wide Research Terms and Conditions Overlay to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards and when completed recipients of EPA ORD research must abide by the research T&Cs.

22. Electronic and Information Technology Accessibility

Recipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a recipient's websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section 508 does not apply directly to grant recipients, we encourage recipients to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities. Recipients may wish to consult the latest Section 508 guidelines issued by the U.S. Access Board or W3C's Web Content Accessibility Guidelines (WCAG) 2.0 (see <http://www.access-board.gov/sec508/guide/index.htm>).

23. Human Subjects (added 3/29/16)

Human subjects research is any activity that meets the regulatory definitions of both research AND human subject. Research is a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. Human subject means a living individual about whom an investigator (whether professional or student) conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. [40 CFR 26.102 (d) (f)]

No research involving human subjects will be conducted under this agreement without prior written approval of the EPA to proceed with that research. If engaged in human subjects research as part of this agreement, the recipient agrees to comply with all applicable provisions of EPA Regulation 40 CFR 26 (Protection of Human Subjects). This includes, at Subpart A, the Basic Federal Policy for the Protection of Human Research Subjects, also known as the Common Rule. It also includes, at Subparts B, C, and D, prohibitions and additional protections for children, nursing women, pregnant women, and fetuses in research conducted or supported by EPA.

The recipient further agrees to comply with EPA's procedures for oversight of the recipient's compliance with 40 CFR 26, as given in EPA Order 1000.17 Change A1 (Policy and Procedures on Protection of Human Research Subjects in EPA Conducted or Supported Research). As per this order, no human subject may be involved in any research conducted under this assistance agreement, including recruitment, until the research has been approved or determined to be exempt by the EPA Human Subjects Research Review Official (HSRRO) after review of the approval or exemption determination of the Institutional Review Board(s) (IRB(s)) with jurisdiction over the research under 40 CFR 26.

For HSRRO approval, the recipient must forward to the Project Officer: (1) copies of all documents upon which the IRB(s) with jurisdiction based their approval(s) or exemption determination(s), (2) copies of the IRB approval or exemption determination letter(s), (3) copy of the IRB-approved consent forms and subject recruitment materials, if applicable, and (4) copies of all supplementary IRB correspondence.

Following the initial approvals indicated above, the recipient must, as part of the annual report(s), provide evidence of continuing review and approval of the research by the IRB(s) with jurisdiction, as required by 40 CFR 26.109(e). Materials submitted to the IRB(s) for their continuing review and approval are to be provided to the Project Officer upon IRB approval. During the course of the research, investigators must promptly report any unanticipated problems involving risk to subjects or others according to requirements set forth by the IRB. In addition, any event that is significant enough to result in the removal of the subject from the study should also be reported to the Project Officer, even if the event is not reportable to the IRB of record.

24. Light Refreshments and/or Meals

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- (2) A description of the purpose, agenda, location, length and timing for the event; and
- (3) An estimated number of participants in the event and a description of their roles.

Recipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the recipient's EPA Project Officer; however, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7)

25. Tangible Personal Property

25.1 Reporting Pursuant to 2 CFR 200.312 and 200.314, property reports, if applicable, are required for Federally-owned property in the custody of a non-Federal entity upon completion of the Federal award or when the property is no longer needed. Additionally, upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding \$5,000 not needed for any other Federally-sponsored programs or projects must be reported. For Superfund awards under Subpart O, refer to 40 CFR 35.6340 and 35.6660 for property reporting requirements. Recipients should utilize the Tangible Personal Property Report form series (SF-428) to report tangible personal property.

25.2 Disposition

25.2.1 Most Recipients. Consistent with 2 CFR 200.313, unless instructed otherwise on the official award document or this award term, the recipient may keep the equipment and continue to use it on the project originally funded through this assistance agreement or on other federally funded projects whether or not the project or program continues to be supported by Federal funds.

25.2.2 State Agencies. Per 2 CFR 200.313(b), state agencies may manage and dispose of equipment acquired under this assistance agreement in accordance with state laws and procedures.

25.2.3 Superfund Recipients. Equipment purchased under Superfund projects is subject to specific disposal options in accordance with 40 CFR Part 35.6345.

Public Policy Requirements

26. Civil Rights Obligations

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 424B or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

a. Statutory Requirements

- i. In carrying out this agreement, the recipient must comply with:
 1. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
 2. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
 3. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.
- ii. If the recipient is conducting an education program under this agreement, it must also comply with:
 1. Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.
- iii. If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient comply with:
 1. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

b. Regulatory Requirements

- i. The recipient agrees to comply with all applicable EPA civil rights regulations, including:
 1. For Title IX obligations, 40 C.F.R. Part 5; and

2. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 CFR Part 7.
3. As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator and providing notices of non-discrimination.

c. TITLE VI – LEP, Public Participation and Affirmative Compliance Obligation

- i. As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&doc_id=fr25jn04-79.pdf.
- ii. If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>.
- iii. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

27. Drug-Free Workplace (Link updated 8/9/16)

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at www.ecfr.gov/.

28. Hotel-Motel Fire Safety (Link updated 8/9/16)

Pursuant to 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel- Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

29. Lobbying and Litigation (modified 3/29/16)

a. All Recipients.

- i. The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- ii. The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.
- iii. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

- iv. Contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- v. Pursuant to Section 18 of the Lobbying Disclosure Act, the recipient affirms that it is not a nonprofit organization described in Section 501(c) (4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c) (4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

30. Recycled Paper

When directed to provide paper documents, the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA.

31. Resource Conservation and Recovery Act

Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.322, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2 (d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

32. Trafficking in Persons

a. Provisions applicable to a recipient that is a private entity.

i. The recipient, the recipient's employees, subrecipients under this award, and subrecipients' employees may not—

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect; or
3. Use forced labor in the performance of the award or subawards under the award.

ii. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if the recipient or a subrecipient that is a private entity

1. Is determined to have violated a prohibition in paragraph a of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our Agency at 2 CFR 1532.

b. Provision applicable to a recipient other than a private entity. EPA may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- i. Is determined to have violated an applicable prohibition in paragraph a. of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a of this award term through conduct that is either—
 1. Associated with performance under this award; or
 2. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies

on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by EPA at 2 CFR 1532

c. Provisions applicable to any recipient.

- i. The recipient must inform the EPA immediately of any information received from any source alleging a violation of a prohibition in paragraph a of this award term.
- ii. Our right to terminate unilaterally that is described in paragraph a and b:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to us under this award.
- iii. The recipient must include the requirements of paragraph a of this award term in any subaward made to a private entity.

d. Definitions. For purposes of this award term:

- i. “Employee” means either:
 - 1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- ii. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- iii. “Private entity”:
 - 1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - 2. Includes:
 - a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - b. A for-profit organization.
- iv. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).



**CITY COUNCIL
AGENDA REPORT**

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

DATE: June 20, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Jim Throop
Chief Financial Officer

Deanne Purcell

SUBJECT: Adoption of Resolution Approving Engineer's Report and Ordering the Levy and Collection of Assessments for the Fiscal Year 2017-18 Within the City's Landscape Maintenance Districts (5/5/5)

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

RECOMMENDATION:

That City Council:

1. Hold a public hearing to receive public testimony regarding the proposed Fiscal Year 2017-2018 assessments in the City's Landscape Maintenance Districts, and
2. Adopt a resolution approving the Fiscal Year 2017-2018 Consolidated Engineer's Report and ordering the levy and collection of assessments for Fiscal Year 2017-2018 within the City's Landscape Maintenance Districts pursuant to the Landscaping and Lighting Act of 1972.

BACKGROUND

On March 7, 2017, City Council adopted Resolution No. 14,998 which initiated proceedings to levy assessments for Fiscal Year 2017-2018, and Resolution No. 15,015 which declared intent to levy the special assessments, preliminarily approved the Consolidated Engineer's Report for the 38 districts, and set a public hearing for June 20, 2017.

With the assistance of NBS, staff has calculated assessment rates and expenditures for maintenance of public landscaping in the 38 landscape maintenance districts. Following the City Council's action at the public hearing on June 20, 2017 the assessment data will be delivered to

Adoption of Resolution Approving Engineer's Report and Ordering Levy FY 17-18 (5/5/5)

June 20, 2017

Page 2

the County Auditor-Controller's Office and processed for the collection of assessments in Fiscal Year 2017-2018. This action must take place prior to July 1, 2017.

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 recommendation will result in the City's ability to provide landscape maintenance services in the City's landscape maintenance districts. For Fiscal Year 2014-15, the General Fund subsidized the landscape maintenance districts a combined \$2.9 million to eliminate negative cash balances that had accumulated over a number of years in various districts. In Fiscal Year 2015-16, the General Fund subsidy was reduced to a budgeted \$600,000, however, only approximately \$76,000 was required. For Fiscal Year 2016-17, an analysis of the general benefit contribution for the districts was performed and presented to City Council on June 7, 2016. The Fiscal Year 2016-17 General Fund contribution for general benefit, as well as the amount necessary to maintain the ongoing service level is currently estimated at \$360,000. For Fiscal Year 2017-18 the City will assume responsibility for the maintenance costs of the exterior landscaping and medians along major traffic corridors. The general benefit contribution based on the budgeted expenses for the districts totals \$66,895 and an additional \$114,732 is being proposed to offset the estimated utility overage. The total Fiscal Year 2017-18 General Fund contribution is estimated to be approximately \$195,000, including \$12,000 for Mandalay Beach/Main (MAD #4).

ATTACHMENTS:

Attachment A: Resolution - Levy and Engineers Report

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE ENGINEER'S REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2017-2018 WITHIN THE CITY'S LANDSCAPE MAINTENANCE DISTRICTS PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, on June 6, 2017, City Council adopted Resolution No. 15,015, declaring its intention to levy and collect assessments for Fiscal Year 2017-2018 within the City's Landscape Maintenance Districts (the "Districts"), the listing of which are included in this Resolution as Exhibit A, pursuant to the provision of the *Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code*, in order to pay the costs of maintaining the improvements therein; and

WHEREAS, Resolution No. 15,015 set a public hearing for June 20, 2017, on the levy of the proposed assessments; and

WHEREAS, NBS has filed with the City Clerk the Annual Engineer's Report (the "Engineer's Report") concerning the cost of maintaining the improvements in such Districts for Fiscal Year 2017-2018 and this City Council is satisfied with all matters as contained in the Engineer's Report as now submitted for final consideration and approval; and

WHEREAS, notice of said hearing was given pursuant to Section 22626 and duly published as required by Sections 22552 and 22553 of said Code; and

WHEREAS, said Public Hearing was held and all interested persons were afforded the opportunity to speak and be heard; and

WHEREAS, City Council has considered the oral statements and all written protests made or filed by any interested person; and

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

1. The City Council approves the Engineer's Report.
2. A full and detailed description of the improvements, the boundaries of the Districts and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the Districts as contained in the Engineer's Report on file with the City Clerk which is made a part by reference. The assessment proposed in the Engineer's Report and its accompanying diagram, on file with the City Clerk, are confirmed.
3. The City Council hereby orders the improvements, maintenance and services to be

performed as described in the Engineer's Report.

4. The adoption of this resolution shall constitute the levy of assessments for Fiscal Year 2017-2018 within the Districts.
5. The City Clerk or their designee is hereby authorized and directed to file the assessments with the Ventura County Auditor upon adoption of this resolution.

PASSED AND ADOPTED this 20th day of June 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT A

CITY OF OXNARD

LANDSCAPE MAINTENANCE DISTRICT LISTING

District Name	Formation Date⁽¹⁾	Formation Resolution No.⁽¹⁾
Landscape Maintenance District No. 3 (River Ridge)	March 18, 1986	8983
Landscape Maintenance District No. 9 (Strawberry Fields)	June 2, 1987	9227
Landscape Maintenance District No. 10 (Country Club Estates)	December 13, 1988	9587
Landscape Maintenance District No. 11 (St. Tropez)	January 3, 1989	9603
Landscape Maintenance District No. 12 (Standard Pacific)	March 28, 1989	9665
Landscape Maintenance District No. 13 (Le Village)	March 20, 1990	9894
Landscape Maintenance District No. 14 (California Cove)	June 5, 1990	9972
Landscape Maintenance District No. 15 (Pelican Pointe)	June 21, 1994	10752
Landscape Maintenance District No. 16 (California Lighthouse)	July 9, 1991	10206
Landscape Maintenance District No. 23 (Greystone)	June 18, 1996	11071
Landscape Maintenance District No. 24 (Vineyards)	June 18, 1996	11072
Landscape Maintenance District No. 25 (The Pointe)	June 18, 1996	11073
Landscape Maintenance District No. 27 (Rose Island)	June 24, 1997	11259
Landscape Maintenance District No. 28 (Harborside)	June 24, 1997	11260
Landscape Maintenance District No. 30 (Haas Automation)	June 24, 1997	11261
Landscape Maintenance District No. 31 (Rancho De La Rosa)	June 23, 1998	11415
Landscape Maintenance District No. 32 (Oak Park)	February 23, 1999	11505
Landscape Maintenance District No. 33 (El Paseo)	October 19, 1999	11653
Landscape Maintenance District No. 34 (Sunrise Pointe & Sunset Cove)	October 19, 1999	11654
Landscape Maintenance District No. 36 (Villa Santa Cruz & Villa Carmel)	January 25, 2000	11684
Landscape Maintenance District No. 37 (Pacific Breeze)	January 25, 2000	11685
Landscape Maintenance District No. 38 (Aldea Del Mar)	November 28, 2000	11863
Landscape Maintenance District No. 39 (Promesa/Sueno & DR Horton/Seawinds)	March 6, 2001	11905
Landscape Maintenance District No. 40 (Cantada)	January 8, 2002	12078
Landscape Maintenance District No. 41 (Pacific Cove)	January 8, 2002	12079
Landscape Maintenance District No. 42 (Cantabria & Coronado)	May 14, 2002	12144
Landscape Maintenance District No. 43 (Greenbelt)	January 7, 2003	12295
Landscape Maintenance District No. 46 (Daily Ranch)	June 24, 2003	12440
Landscape Maintenance District No. 47 (Sycamore Place)	April 22, 2003	12355

District Name	Formation Date⁽¹⁾	Formation Resolution No.⁽¹⁾
Landscape Maintenance District No. 49 (Cameron Ranch)	June 3, 2003	12394
Landscape Maintenance District No. 50 (Pleasant Valley Senior Housing)	June 10, 2003	12404
Landscape Maintenance District No. 51 (Pfeiler)	April 19, 2005	12799
Landscape Maintenance District No. 52 (Wingfield)	February 1, 2005	12768
Landscape Maintenance District No. 53 (Huff Court)	June 7, 2005	12879
Landscape Maintenance District No. 54 (Meadowcrest)	March 28, 2006	13024
Landscape Maintenance District No. 55 (Wingfield West)	March 28, 2006	13025
Landscape Maintenance District No. 58 (Westwind)	June 6, 2006	13069
Landscape Maintenance District No. 60 (Artisan)	March 3, 2009	13604

(1) Source: City of Oxnard Resolution Initiating Proceedings for Fiscal Year 2017-18.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Public Hearing
AGENDA ITEM NO.: 2

DATE: June 20, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Jim Throop
Chief Financial Officer

Deanne Purcell

SUBJECT: Resolution to Levy the Fiscal Year 2017-2018 Assessments in Mandalay Beach Maintenance District (5/5/5)

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

RECOMMENDATION:

That City Council:

1. Hold a public hearing to receive public testimony regarding the proposed Fiscal Year 2017-2018 assessments for the Mandalay Beach Maintenance District.
2. Adopt a resolution fixing the special assessments in the Mandalay Beach Maintenance District for Fiscal Year 2017-2018.

BACKGROUND

On November 22, 1983, the Mandalay Beach Maintenance District ("District") was formed pursuant to the Improvement Act of 1911, in order to recover the cost of the City's maintenance of a 36-acre beach area, plus landscaping on public rights-of-way within Tract No. 2923. The formation of the District was required as a condition to development imposed by the Coastal Commission and as a provision of a development agreement with the City. The assessments are exempt from Article XIII D of the California Constitution by reason of Section 5 thereof. The City's responsibility to maintain the above-mentioned areas became effective on July 1, 1986. On July 5, 1988, City Council adopted Resolution No. 9,500, which shifted the bulk of the District's beach maintenance costs from residents of The Colony to the Mandalay Beach Resort Hotel. The total assessment levy for Fiscal Year 2017-2018 is unchanged from Fiscal Year 2016-

Resolution to Levy the Fiscal Year 2017-2018 Assessments in Mandalay Beach Maintenance
 Dist (5/5/5)
 June 20, 2017
 Page 2

2017 at \$39,446, and is computed as follows:

1. LANDSCAPE MAINTENANCE

The District maintains 66,660 square feet of public landscaping. This includes landscape areas along Falkirk Avenue, Harbor Boulevard, Mandalay Beach Road, Costa del Oro, and the bikeway/greenbelt along the southerly property line. The City's recommended budget for landscaping maintenance costs for Fiscal Year 2017-2018 is \$21,346. Based on an agreement between the residential developers and the Mandalay Beach Resort Hotel executed in February 1984, 75.4 percent of the \$21,346 cost is allocated to The Colony residential development (\$16,095), and 24.6 percent to the Hotel (\$5,251).

2. BEACH MAINTENANCE

Prior agreements between the City and the developers, based on the relative length of beach area fronting the hotel and the public beach park property, call for the District to bear 60 percent of the beach maintenance cost. Of this cost, based on Resolution 9,500, 75.4 percent is paid by the Hotel and 24.6 percent is paid by The Colony. The remaining 40 percent is borne by the City as part of the total operating cost of the Oxnard Beach Park. The annual beach maintenance cost is as follows:

	<u>District</u>	<u>City</u>
Annual Cleaning Costs	\$30,092	\$30,092
Percent Share	<u>x 60%</u>	<u>x40%</u>
FY 17-18 District and City Costs	\$18,055	<u>\$12,037</u>
County Collection Fee	\$45	
Districts Total Beach Maintenance Cost	<u>\$18,100</u>	
Hotel's portion (75.4%)	\$13,647	
Colony's portion (24.6%)	<u>\$4,453</u>	
District's Total Beach Maintenance Cost	\$18,100	

The cost to the District for both landscaping (\$21,346) and beach maintenance (\$18,100) is \$39,446.

3. CONCLUSION

The Hotel property owner, which occupies assessor's parcel number 191-0-380-105, will be assessed \$18,898 (24.6%, or \$5,251, for landscape maintenance and 75.4%, or \$13,647, for

Resolution to Levy the Fiscal Year 2017-2018 Assessments in Mandalay Beach Maintenance
Dist (5/5/5)
June 20, 2017
Page 3

beach maintenance).

The Colony, whose individual parcel numbers are shown in Attachment No. 1, will be assessed \$20,548 (75.4%, or \$16,095, for landscape maintenance and 24.6%, or \$4,453, for beach maintenance). The 440 individual property owners within The Colony will each be assessed \$46.70 for Fiscal Year 2017-2018, which is equal to the assessments for Fiscal Year 2016-2017.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The City will assess property owners in Fiscal Year 2017-2018 to pay landscape maintenance costs and 60 percent of beach maintenance costs for the Mandalay Beach Maintenance District. The City's portion of the beach maintenance, 40 percent, will be included in the Fiscal Year 2017-2018 budget.

ATTACHMENTS:

Attachment A: Resolution - Mandalay Bay

Attachment B: MAD4 Assessment Roll

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
LEVYING A SPECIAL ASSESSMENT TAX FOR FISCAL YEAR 2017-2018
WITHIN THE MANDALAY BEACH MAINTENANCES DISTRICT

WHEREAS, by Resolution No. 8586, adopted November 22, 1983, the City Council formed the Mandalay Beach Maintenance District ("the District") pursuant to the maintenance district provisions of the Improvement Act of 1911 (Streets and Highways Code section 5820 et. seq.); and

WHEREAS, formation of the District was required as a condition to development imposed by the California Coastal Commission and also as part of a development agreement between the City and the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, the City Council is required by Streets and Highways Code section 5830 to estimate the cost of maintaining and operating the improvements within the District, to decide whether the cost of such maintenance and operation shall be borne wholly or partially by the District, and to levy a special assessment tax within the District sufficient to raise the money to pay for such cost; and

WHEREAS, the City Council wishes to levy such assessments for FY 2017-2018 in an amount sufficient to cover all of the expense of maintaining the landscaping and to cover 60% of the expense of maintaining the beach area, with the City paying the remaining 40% of the latter expense; and

WHEREAS, assessments existed in the District throughout FY 2016-2017, and such assessments are not proposed to increase in FY 2017-2018; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water, flood control, drainage systems and vector control, inasmuch as the beach is public right of way that serves much as a street, manages water and is part of the flood control and drainage systems in the District, and the landscaping is located in or adjacent to sidewalks, streets and other public rights of way and maintenance of the landscaping involves irrigation and vector control; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof; and

WHEREAS, a description of the improvements and the proposed special assessment taxes on real property in the district is contained in the agenda report dated June 20, 2017 on file with the City Clerk ("the agenda report").

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

1. The City Council estimates the cost of maintaining and operating the improvements within the District for Fiscal Year 2017-2018 at \$51,483, with \$39,446 to be paid from assessments and \$12,037 to be paid by the City, as more particularly set out in the agenda report. The \$39,446 is allocated as follows:

100% of landscape maintenance costs	\$21,346
60% of beach maintenance costs	<u>18,100</u>
Total	\$39,446

2. The \$39,446 is apportioned among the property owners within the District, as follows:

24.6% of landscape maintenance costs to hotel parcel (APN #191-0-380-105)	
75.4% of landscape maintenance costs to Colony condominium parcels (440 APNs)	
24.6% of beach maintenance costs to Colony condominium parcels (440 APNs)	
75.4% of beach maintenance costs to hotel parcel (APN #191-0-380-105)	

3. The City Council levies a special assessment tax for FY 2017-2018 on the real property in the District as follows and attached herein:

APN #191-0-380-105	\$18,898
\$46.70 on each of 440 Colony APNs	\$20,548

4. In accordance with Government Code section 36936.1, the City Clerk is instructed to cause this resolution to be published one time in a newspaper of general circulation within the City within 15 days after adoption.

5. The City Clerk is instructed to file with the Ventura County Auditor within 60 days from July 1, 2017 a certified copy of this resolution, as provided in Government Code Section 53901.

PASSED AND ADOPTED THIS 20th day of June 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 OF OXNARD
MANDALAY BEACH MAINTENANCE DISTRICT
FISCAL YEAR 2017/18 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
191-0-380-105	2101 MANDALAY BEACH RD	\$18,898.00
191-0-390-015	2202 MARTINIQUE LN	46.70
191-0-390-025	2200 MARTINIQUE LN	46.70
191-0-390-035	2216 MARTINIQUE LN	46.70
191-0-390-045	2214 MARTINIQUE LN	46.70
191-0-390-055	2212 MARTINIQUE LN	46.70
191-0-390-065	2210 MARTINIQUE LN	46.70
191-0-390-075	2206 MARTINIQUE LN	46.70
191-0-390-085	2204 MARTINIQUE LN	46.70
191-0-390-095	2270 MARTINIQUE LN	46.70
191-0-390-105	2272 MARTINIQUE LN	46.70
191-0-390-115	2274 MARTINIQUE LN	46.70
191-0-390-125	2276 MARTINIQUE LN	46.70
191-0-390-135	2260 MARTINIQUE LN	46.70
191-0-390-145	2262 MARTINIQUE LN	46.70
191-0-390-155	2264 MARTINIQUE LN	46.70
191-0-390-165	2266 MARTINIQUE LN	46.70
191-0-390-175	2244 MARTINIQUE LN	46.70
191-0-390-185	2246 MARTINIQUE LN	46.70
191-0-390-195	2250 MARTINIQUE LN	46.70
191-0-390-205	2252 MARTINIQUE LN	46.70
191-0-390-215	2254 MARTINIQUE LN	46.70
191-0-390-225	2256 MARTINIQUE LN	46.70
191-0-390-235	2240 MARTINIQUE LN	46.70
191-0-390-245	2242 MARTINIQUE LN	46.70
191-0-390-255	2220 MARTINIQUE LN	46.70
191-0-390-265	2222 MARTINIQUE LN	46.70
191-0-390-275	2224 MARTINIQUE LN	46.70
191-0-390-285	2226 MARTINIQUE LN	46.70
191-0-390-295	2230 MARTINIQUE LN	46.70
191-0-390-305	2232 MARTINIQUE LN	46.70
191-0-390-315	2234 MARTINIQUE LN	46.70
191-0-390-325	2236 MARTINIQUE LN	46.70
191-0-390-335	2327 MARTINIQUE LN	46.70
191-0-390-345	2325 MARTINIQUE LN	46.70
191-0-390-355	2321 MARTINIQUE LN	46.70
191-0-390-365	2323 MARTINIQUE LN	46.70
191-0-390-375	2341 MARTINIQUE LN	46.70
191-0-390-385	2343 MARTINIQUE LN	46.70
191-0-390-395	2347 MARTINIQUE LN	46.70
191-0-390-405	2345 MARTINIQUE LN	46.70

**CITY OF OXNARD
MANDALAY BEACH MAINTENANCE DISTRICT
FISCAL YEAR 2017/18 ASSESSMENT ROLL**

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
191-0-390-415	2357 MARTINIQUE LN	46.70
191-0-390-425	2355 MARTINIQUE LN	46.70
191-0-390-435	2353 MARTINIQUE LN	46.70
191-0-390-445	2351 MARTINIQUE LN	46.70
191-0-390-455	2367 MARTINIQUE LN	46.70
191-0-390-465	2365 MARTINIQUE LN	46.70
191-0-390-475	2363 MARTINIQUE LN	46.70
191-0-390-485	2361 MARTINIQUE LN	46.70
191-0-390-495	2377 MARTINIQUE LN	46.70
191-0-390-505	2375 MARTINIQUE LN	46.70
191-0-390-515	2373 MARTINIQUE LN	46.70
191-0-390-525	2371 MARTINIQUE LN	46.70
191-0-390-535	2387 MARTINIQUE LN	46.70
191-0-390-545	2385 MARTINIQUE LN	46.70
191-0-390-555	2383 MARTINIQUE LN	46.70
191-0-390-565	2381 MARTINIQUE LN	46.70
191-0-390-575	2382 VINA DEL MAR	46.70
191-0-390-585	2380 VINA DEL MAR	46.70
191-0-390-595	2376 VINA DEL MAR	46.70
191-0-390-605	2374 VINA DEL MAR	46.70
191-0-390-615	2372 VINA DEL MAR	46.70
191-0-390-625	2370 VINA DEL MAR	46.70
191-0-390-635	2386 MARTINIQUE LN	46.70
191-0-390-645	2384 MARTINIQUE LN	46.70
191-0-390-655	2275 MARTINIQUE LN	46.70
191-0-390-665	2277 MARTINIQUE LN	46.70
191-0-390-675	2281 MARTINIQUE LN	46.70
191-0-390-685	2283 MARTINIQUE LN	46.70
191-0-390-695	2285 MARTINIQUE LN	46.70
191-0-390-705	2287 MARTINIQUE LN	46.70
191-0-390-715	2271 MARTINIQUE LN	46.70
191-0-390-725	2273 MARTINIQUE LN	46.70
191-0-390-735	2317 MARTINIQUE LN	46.70
191-0-390-745	2315 MARTINIQUE LN	46.70
191-0-390-755	2313 MARTINIQUE LN	46.70
191-0-390-765	2311 MARTINIQUE LN	46.70
191-0-390-775	2307 MARTINIQUE LN	46.70
191-0-390-785	2305 MARTINIQUE LN	46.70
191-0-390-795	2303 MARTINIQUE LN	46.70
191-0-390-805	2301 MARTINIQUE LN	46.70
191-0-390-815	2221 MARTINIQUE LN	46.70

CITY OF OXNARD
MANDALAY BEACH MAINTENANCE DISTRICT
FISCAL YEAR 2017/18 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
191-0-390-825	2223 MARTINIQUE LN	46.70
191-0-390-835	2225 MARTINIQUE LN	46.70
191-0-390-845	2227 MARTINIQUE LN	46.70
191-0-390-855	2231 MARTINIQUE LN	46.70
191-0-390-865	2233 MARTINIQUE LN	46.70
191-0-390-875	2235 MARTINIQUE LN	46.70
191-0-390-885	2237 MARTINIQUE LN	46.70
191-0-390-895	2243 MARTINIQUE LN	46.70
191-0-390-905	2241 MARTINIQUE LN	46.70
191-0-390-915	2257 MARTINIQUE LN	46.70
191-0-390-925	2255 MARTINIQUE LN	46.70
191-0-390-935	2261 MARTINIQUE LN	46.70
191-0-390-945	2263 MARTINIQUE LN	46.70
191-0-390-955	2267 MARTINIQUE LN	46.70
191-0-390-965	2265 MARTINIQUE LN	46.70
191-0-390-975	2355 VINA DEL MAR	46.70
191-0-390-985	2353 VINA DEL MAR	46.70
191-0-400-015	2351 VINA DEL MAR	46.70
191-0-400-025	2345 VINA DEL MAR	46.70
191-0-400-035	2343 VINA DEL MAR	46.70
191-0-400-045	2341 VINA DEL MAR	46.70
191-0-400-055	2339 VINA DEL MAR	46.70
191-0-400-065	2337 VINA DEL MAR	46.70
191-0-400-075	2335 VINA DEL MAR	46.70
191-0-400-085	2333 VINA DEL MAR	46.70
191-0-400-095	2331 VINA DEL MAR	46.70
191-0-400-105	2325 VINA DEL MAR	46.70
191-0-400-115	2323 VINA DEL MAR	46.70
191-0-400-125	2321 VINA DEL MAR	46.70
191-0-400-135	2317 VINA DEL MAR	46.70
191-0-400-145	2315 VINA DEL MAR	46.70
191-0-400-155	2313 VINA DEL MAR	46.70
191-0-400-165	2311 VINA DEL MAR	46.70
191-0-400-175	2305 VINA DEL MAR	46.70
191-0-400-185	2303 VINA DEL MAR	46.70
191-0-400-195	2301 VINA DEL MAR	46.70
191-0-400-205	2227 VINA DEL MAR	46.70
191-0-400-215	2225 VINA DEL MAR	46.70
191-0-400-225	2223 VINA DEL MAR	46.70
191-0-400-235	2221 VINA DEL MAR	46.70
191-0-400-245	2215 VINA DEL MAR	46.70

CITY OF OXNARD
MANDALAY BEACH MAINTENANCE DISTRICT
FISCAL YEAR 2017/18 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
191-0-400-255	2213 VINA DEL MAR	46.70
191-0-400-265	2211 VINA DEL MAR	46.70
191-0-400-275	2205 VINA DEL MAR	46.70
191-0-400-285	2203 VINA DEL MAR	46.70
191-0-400-295	2200 VINA DEL MAR	46.70
191-0-400-305	2202 VINA DEL MAR	46.70
191-0-400-315	2204 VINA DEL MAR	46.70
191-0-400-325	2206 VINA DEL MAR	46.70
191-0-400-335	2208 VINA DEL MAR	46.70
191-0-400-345	2220 CANNES SQ	46.70
191-0-400-355	2222 CANNES SQ	46.70
191-0-400-365	2224 CANNES SQ	46.70
191-0-400-375	2226 CANNES SQ	46.70
191-0-400-385	2230 CANNES SQ	46.70
191-0-400-395	2232 CANNES SQ	46.70
191-0-400-405	2234 CANNES SQ	46.70
191-0-400-415	2236 CANNES SQ	46.70
191-0-400-425	2364 VINA DEL MAR	46.70
191-0-400-435	2362 VINA DEL MAR	46.70
191-0-400-445	2360 VINA DEL MAR	46.70
191-0-400-455	2354 VINA DEL MAR	46.70
191-0-400-465	2352 VINA DEL MAR	46.70
191-0-400-475	2350 VINA DEL MAR	46.70
191-0-400-485	2336 VINA DEL MAR	46.70
191-0-400-495	2334 VINA DEL MAR	46.70
191-0-400-505	2332 VINA DEL MAR	46.70
191-0-400-515	2330 VINA DEL MAR	46.70
191-0-400-525	2246 CANNES SQ	46.70
191-0-400-535	2244 CANNES SQ	46.70
191-0-400-545	2242 CANNES SQ	46.70
191-0-400-555	2240 CANNES SQ	46.70
191-0-400-565	2214 CANNES SQ	46.70
191-0-400-575	2212 CANNES SQ	46.70
191-0-400-585	2210 CANNES SQ	46.70
191-0-400-595	2245 MARTINIQUE LN	46.70
191-0-400-605	2247 MARTINIQUE LN	46.70
191-0-400-615	2251 MARTINIQUE LN	46.70
191-0-400-625	2253 MARTINIQUE LN	46.70
191-0-410-015	2121 VINA DEL MAR	46.70
191-0-410-025	2123 VINA DEL MAR	46.70
191-0-410-035	2125 VINA DEL MAR	46.70

CITY OF OXNARD
MANDALAY BEACH MAINTENANCE DISTRICT
FISCAL YEAR 2017/18 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
191-0-410-045	2127 VINA DEL MAR	46.70
191-0-410-055	2201 VINA DEL MAR	46.70
191-0-410-065	2183 MARTINIQUE LN	46.70
191-0-410-075	2181 MARTINIQUE LN	46.70
191-0-410-085	2187 MARTINIQUE LN	46.70
191-0-410-095	2185 MARTINIQUE LN	46.70
191-0-410-105	2175 MARTINIQUE LN	46.70
191-0-410-115	2177 MARTINIQUE LN	46.70
191-0-410-125	2173 MARTINIQUE LN	46.70
191-0-410-135	2171 MARTINIQUE LN	46.70
191-0-410-145	2121 MARTINIQUE LN	46.70
191-0-410-155	2123 MARTINIQUE LN	46.70
191-0-410-165	2127 MARTINIQUE LN	46.70
191-0-410-175	2125 MARTINIQUE LN	46.70
191-0-410-185	2131 MARTINIQUE LN	46.70
191-0-410-195	2133 MARTINIQUE LN	46.70
191-0-410-205	2135 MARTINIQUE LN	46.70
191-0-410-215	2137 MARTINIQUE LN	46.70
191-0-410-225	2141 MARTINIQUE LN	46.70
191-0-410-235	2143 MARTINIQUE LN	46.70
191-0-410-245	2145 MARTINIQUE LN	46.70
191-0-410-255	2147 MARTINIQUE LN	46.70
191-0-410-265	2165 MARTINIQUE LN	46.70
191-0-410-275	2167 MARTINIQUE LN	46.70
191-0-410-285	2151 MARTINIQUE LN	46.70
191-0-410-295	2153 MARTINIQUE LN	46.70
191-0-410-305	2155 MARTINIQUE LN	46.70
191-0-410-315	2157 MARTINIQUE LN	46.70
191-0-410-325	2161 MARTINIQUE LN	46.70
191-0-410-335	2163 MARTINIQUE LN	46.70
191-0-410-345	2101 MARTINIQUE ST	46.70
191-0-410-355	2103 MARTINIQUE LN	46.70
191-0-410-365	2105 MARTINIQUE ST	46.70
191-0-410-375	2107 MARTINIQUE ST	46.70
191-0-410-385	2111 MARTINIQUE ST	46.70
191-0-410-395	2113 MARTINIQUE ST	46.70
191-0-410-405	2115 MARTINIQUE LN	46.70
191-0-410-415	2117 MARTINIQUE LN	46.70
191-0-410-425	2110 VINA DEL MAR ST	46.70
191-0-410-435	2112 VINA DEL MAR ST	46.70
191-0-410-445	2114 VINA DEL MAR ST	46.70

CITY OF OXNARD
MANDALAY BEACH MAINTENANCE DISTRICT
FISCAL YEAR 2017/18 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
191-0-410-455	2116 VINA DEL MAR ST	46.70
191-0-410-465	2120 VINA DEL MAR ST	46.70
191-0-410-475	2122 VINA DEL MAR ST	46.70
191-0-410-485	2124 VINA DEL MAR ST	46.70
191-0-430-015	4504 ANTIGUA WAY	46.70
191-0-430-025	4506 ANTIGUA WAY	46.70
191-0-430-035	4510 ANTIGUA WAY	46.70
191-0-430-045	4512 ANTIGUA WAY	46.70
191-0-430-055	4514 ANTIGUA WAY	46.70
191-0-430-065	4516 ANTIGUA WAY	46.70
191-0-430-075	4500 ANTIGUA WAY	46.70
191-0-430-085	4502 ANTIGUA WAY	46.70
191-0-430-095	4496 ANTIGUA WAY	46.70
191-0-430-105	4494 ANTIGUA WAY	46.70
191-0-430-115	4492 ANTIGUA WAY	46.70
191-0-430-125	4490 ANTIGUA WAY	46.70
191-0-430-135	4486 ANTIGUA WAY	46.70
191-0-430-145	4484 ANTIGUA WAY	46.70
191-0-430-155	4482 ANTIGUA WAY	46.70
191-0-430-165	4480 ANTIGUA WAY	46.70
191-0-430-175	4475 ANTIGUA WAY	46.70
191-0-430-185	4477 ANTIGUA WAY	46.70
191-0-430-195	4471 ANTIGUA WAY	46.70
191-0-430-205	4473 ANTIGUA WAY	46.70
191-0-430-215	4476 ANTIGUA WAY	46.70
191-0-430-225	4474 ANTIGUA WAY	46.70
191-0-430-235	4472 ANTIGUA WAY	46.70
191-0-430-245	4470 ANTIGUA WAY	46.70
191-0-430-255	4466 ANTIGUA WAY	46.70
191-0-430-265	4464 ANTIGUA WAY	46.70
191-0-430-275	4462 ANTIGUA WAY	46.70
191-0-430-285	4460 ANTIGUA WAY	46.70
191-0-430-295	4444 ANTIGUA WAY	46.70
191-0-430-305	4446 ANTIGUA WAY	46.70
191-0-430-315	4450 ANTIGUA WAY	46.70
191-0-430-325	4452 ANTIGUA WAY	46.70
191-0-430-335	4454 ANTIGUA WAY	46.70
191-0-430-345	4456 ANTIGUA WAY	46.70
191-0-430-355	4440 ANTIGUA WAY	46.70
191-0-430-365	4442 ANTIGUA WAY	46.70
191-0-430-375	4434 ANTIGUA WAY	46.70

CITY OF OXNARD
MANDALAY BEACH MAINTENANCE DISTRICT
FISCAL YEAR 2017/18 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
191-0-430-385	4436 ANTIGUA WAY	46.70
191-0-430-395	4432 ANTIGUA WAY	46.70
191-0-430-405	4430 ANTIGUA WAY	46.70
191-0-430-415	4455 ANTIGUA WAY	46.70
191-0-430-425	4457 ANTIGUA WAY	46.70
191-0-430-435	4461 ANTIGUA WAY	46.70
191-0-430-445	4463 ANTIGUA WAY	46.70
191-0-430-455	4465 ANTIGUA WAY	46.70
191-0-430-465	4467 ANTIGUA WAY	46.70
191-0-430-475	4451 ANTIGUA WAY	46.70
191-0-430-485	4453 ANTIGUA WAY	46.70
191-0-430-495	4445 ANTIGUA WAY	46.70
191-0-430-505	4447 ANTIGUA WAY	46.70
191-0-430-515	4443 ANTIGUA WAY	46.70
191-0-430-525	4441 ANTIGUA WAY	46.70
191-0-430-535	4433 ANTIGUA WAY	46.70
191-0-430-545	4431 ANTIGUA WAY	46.70
191-0-430-555	4427 ANTIGUA WAY	46.70
191-0-430-565	4425 ANTIGUA WAY	46.70
191-0-430-575	4423 ANTIGUA WAY	46.70
191-0-430-585	4421 ANTIGUA WAY	46.70
191-0-430-595	4437 ANTIGUA WAY	46.70
191-0-430-605	4435 ANTIGUA WAY	46.70
191-0-430-615	4413 ANTIGUA WAY	46.70
191-0-430-625	4411 ANTIGUA WAY	46.70
191-0-430-635	4407 ANTIGUA WAY	46.70
191-0-430-645	4405 ANTIGUA WAY	46.70
191-0-430-655	4403 ANTIGUA WAY	46.70
191-0-430-665	4401 ANTIGUA WAY	46.70
191-0-430-675	4417 ANTIGUA WAY	46.70
191-0-430-685	4415 ANTIGUA WAY	46.70
191-0-430-695	4481 ANTIGUA WAY	46.70
191-0-430-705	4487 ANTIGUA WAY	46.70
191-0-430-715	4483 ANTIGUA WAY	46.70
191-0-430-725	4485 ANTIGUA WAY	46.70
191-0-440-015	2065 MAJORCA DR	46.70
191-0-440-025	2067 MAJORCA DR	46.70
191-0-440-035	2063 MAJORCA DR	46.70
191-0-440-045	2061 MAJORCA DR	46.70
191-0-440-055	2055 MAJORCA DR	46.70
191-0-440-065	2057 MAJORCA DR	46.70

CITY OF OXNARD
MANDALAY BEACH MAINTENANCE DISTRICT
FISCAL YEAR 2017/18 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
191-0-440-075	2053 MAJORCA DR	46.70
191-0-440-085	2051 MAJORCA DR	46.70
191-0-440-095	2013 MAJORCA DR	46.70
191-0-440-105	2011 MAJORCA DR	46.70
191-0-440-115	2005 MAJORCA DR	46.70
191-0-440-125	2007 MAJORCA DR	46.70
191-0-440-135	2003 MAJORCA DR	46.70
191-0-440-145	2001 MAJORCA DR	46.70
191-0-440-155	2015 MAJORCA DR	46.70
191-0-440-165	2017 MAJORCA DR	46.70
191-0-440-175	2023 MAJORCA DR	46.70
191-0-440-185	2021 MAJORCA DR	46.70
191-0-440-195	2025 MAJORCA DR	46.70
191-0-440-205	2027 MAJORCA DR	46.70
191-0-440-215	2033 MAJORCA DR	46.70
191-0-440-225	2031 MAJORCA DR	46.70
191-0-440-235	2035 MAJORCA DR	46.70
191-0-440-245	2037 MAJORCA DR	46.70
191-0-440-255	2043 MAJORCA DR	46.70
191-0-440-265	2041 MAJORCA DR	46.70
191-0-440-275	2047 MAJORCA DR	46.70
191-0-440-285	2045 MAJORCA DR	46.70
191-0-440-295	1965 MAJORCA DR	46.70
191-0-440-305	1967 MAJORCA DR	46.70
191-0-440-315	1973 MAJORCA DR	46.70
191-0-440-325	1971 MAJORCA DR	46.70
191-0-440-335	1975 MAJORCA DR	46.70
191-0-440-345	1977 MAJORCA DR	46.70
191-0-440-355	1963 MAJORCA DR	46.70
191-0-440-365	1961 MAJORCA DR	46.70
191-0-440-375	1955 MAJORCA DR	46.70
191-0-440-385	1957 MAJORCA DR	46.70
191-0-440-395	1953 MAJORCA DR	46.70
191-0-440-405	1951 MAJORCA DR	46.70
191-0-440-415	1945 MAJORCA DR	46.70
191-0-440-425	1947 MAJORCA DR	46.70
191-0-440-435	1943 MAJORCA DR	46.70
191-0-440-445	1941 MAJORCA DR	46.70
191-0-440-455	1933 MAJORCA DR	46.70
191-0-440-465	1931 MAJORCA DR	46.70
191-0-440-475	1937 MAJORCA DR	46.70

CITY OF OXNARD
MANDALAY BEACH MAINTENANCE DISTRICT
FISCAL YEAR 2017/18 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
191-0-440-485	1935 MAJORCA DR	46.70
191-0-440-495	1923 MAJORCA DR	46.70
191-0-440-505	1921 MAJORCA DR	46.70
191-0-440-515	1927 MAJORCA DR	46.70
191-0-440-525	1925 MAJORCA DR	46.70
191-0-440-535	1913 MAJORCA DR	46.70
191-0-440-545	1911 MAJORCA DR	46.70
191-0-440-555	1915 MAJORCA DR	46.70
191-0-440-565	1917 MAJORCA DR	46.70
191-0-440-575	1903 MAJORCA DR	46.70
191-0-440-585	1901 MAJORCA DR	46.70
191-0-440-595	1905 MAJORCA DR	46.70
191-0-440-605	1907 MAJORCA DR	46.70
191-0-440-615	1902 MAJORCA DR	46.70
191-0-440-625	1906 MAJORCA DR	46.70
191-0-440-635	1912 MAJORCA DR	46.70
191-0-440-645	1900 MAJORCA DR	46.70
191-0-440-655	1904 MAJORCA DR	46.70
191-0-440-665	1910 MAJORCA DR	46.70
191-0-440-675	1914 MAJORCA DR	46.70
191-0-440-685	1916 MAJORCA DR	46.70
191-0-450-015	1983 SAN SEBASTIAN DR	46.70
191-0-450-025	1981 SAN SEBASTIAN DR	46.70
191-0-450-035	1985 SAN SEBASTIAN DR	46.70
191-0-450-045	1987 SAN SEBASTIAN DR	46.70
191-0-450-055	2013 SAN SEBASTIAN DR	46.70
191-0-450-065	2011 SAN SEBASTIAN DR	46.70
191-0-450-075	2015 SAN SEBASTIAN DR	46.70
191-0-450-085	2017 SAN SEBASTIAN DR	46.70
191-0-450-095	2023 SAN SEBASTIAN DR	46.70
191-0-450-105	2021 SAN SEBASTIAN DR	46.70
191-0-450-115	2025 SAN SEBASTIAN DR	46.70
191-0-450-125	2027 SAN SEBASTIAN DR	46.70
191-0-450-135	2043 SAN SEBASTIAN DR	46.70
191-0-450-145	2041 SAN SEBASTIAN DR	46.70
191-0-450-155	2045 SAN SEBASTIAN DR	46.70
191-0-450-165	2047 SAN SEBASTIAN DR	46.70
191-0-450-175	2063 SAN SEBASTIAN DR	46.70
191-0-450-185	2061 SAN SEBASTIAN DR	46.70
191-0-450-195	2065 SAN SEBASTIAN DR	46.70
191-0-450-205	2067 SAN SEBASTIAN DR	46.70

CITY OF OXNARD
MANDALAY BEACH MAINTENANCE DISTRICT
FISCAL YEAR 2017/18 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
191-0-460-015	1967 SAN SEBASTIAN DR	46.70
191-0-460-025	1965 SAN SEBASTIAN DR	46.70
191-0-460-035	1961 SAN SEBASTIAN DR	46.70
191-0-460-045	1963 SAN SEBASTIAN DR	46.70
191-0-460-055	4766 SAN SEBASTIAN DR	46.70
191-0-460-065	4764 SAN SEBASTIAN DR	46.70
191-0-460-075	4760 SAN SEBASTIAN DR	46.70
191-0-460-085	4762 SAN SEBASTIAN DR	46.70
191-0-460-095	4746 SAN SEBASTIAN DR	46.70
191-0-460-105	4744 SAN SEBASTIAN DR	46.70
191-0-460-115	4740 SAN SEBASTIAN DR	46.70
191-0-460-125	4742 SAN SEBASTIAN DR	46.70
191-0-460-135	4726 SAN SEBASTIAN DR	46.70
191-0-460-145	4724 SAN SEBASTIAN DR	46.70
191-0-460-155	4720 SAN SEBASTIAN DR	46.70
191-0-460-165	4722 SAN SEBASTIAN DR	46.70
191-0-460-175	4706 SAN SEBASTIAN DR	46.70
191-0-460-185	4704 SAN SEBASTIAN DR	46.70
191-0-460-195	4700 SAN SEBASTIAN DR	46.70
191-0-460-205	4702 SAN SEBASTIAN DR	46.70
191-0-460-215	4676 SAN SEBASTIAN DR	46.70
191-0-460-225	4674 SAN SEBASTIAN DR	46.70
191-0-460-235	4670 SAN SEBASTIAN DR	46.70
191-0-460-245	4672 SAN SEBASTIAN DR	46.70
191-0-460-265	1932 SAN TROPEZ CIR	46.70
191-0-460-275	1930 SAN TROPEZ CIR	46.70
191-0-460-285	1934 SAN TROPEZ CIR	46.70
191-0-460-295	1936 SAN TROPEZ CIR	46.70
191-0-460-305	1952 SAN TROPEZ CIR	46.70
191-0-460-315	1950 SAN TROPEZ CIR	46.70
191-0-460-325	1954 SAN TROPEZ CIR	46.70
191-0-460-335	1956 SAN TROPEZ CIR	46.70
191-0-460-345	1960 SAN TROPEZ CIR	46.70
191-0-460-355	1962 SAN TROPEZ CIR	46.70
191-0-460-365	1964 SAN TROPEZ CIR	46.70
191-0-460-375	1966 SAN TROPEZ CIR	46.70
191-0-460-385	1970 SAN TROPEZ CIR	46.70
191-0-460-395	1972 SAN TROPEZ CIR	46.70
191-0-460-405	1974 SAN TROPEZ CIR	46.70
191-0-460-415	1976 SAN TROPEZ CIR	46.70
191-0-460-425	1982 SAN TROPEZ CIR	46.70

**CITY OF OXNARD
MANDALAY BEACH MAINTENANCE DISTRICT
FISCAL YEAR 2017/18 ASSESSMENT ROLL**

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
191-0-460-435	1980 SAN TROPEZ CIR	46.70
191-0-460-445	1984 SAN TROPEZ CIR	46.70
191-0-460-455	1986 SAN TROPEZ CIR	46.70
191-0-460-465	2007 SAN TROPEZ CIR	46.70
191-0-460-475	2005 SAN TROPEZ CIR	46.70
191-0-460-485	2001 SAN TROPEZ CIR	46.70
191-0-460-495	2003 SAN TROPEZ CIR	46.70
191-0-460-505	4737 SAN SEBASTIAN DR	46.70
191-0-460-515	4735 SAN SEBASTIAN DR	46.70
191-0-460-525	4731 SAN SEBASTIAN DR	46.70
191-0-460-535	4733 SAN SEBASTIAN DR	46.70
191-0-460-545	4717 SAN SEBASTIAN DR	46.70
191-0-460-555	4715 SAN SEBASTIAN DR	46.70
191-0-460-565	4711 SAN SEBASTIAN DR	46.70
191-0-460-575	4713 SAN SEBASTIAN DR	46.70
191-0-460-585	4691 SAN SEBASTIAN DR	46.70
191-0-460-595	4693 SAN SEBASTIAN DR	46.70
191-0-460-605	4695 SAN SEBASTIAN DR	46.70
191-0-460-615	4697 SAN SEBASTIAN DR	46.70
191-0-460-625	4681 SAN SEBASTIAN DR	46.70
191-0-460-635	4683 SAN SEBASTIAN DR	46.70
191-0-460-645	4685 SAN SEBASTIAN DR	46.70
191-0-460-655	4687 SAN SEBASTIAN DR	46.70
191-0-460-665	1943 SAN TROPEZ CIR	46.70
191-0-460-675	1941 SAN TROPEZ CIR	46.70
191-0-460-685	1945 SAN TROPEZ CIR	46.70
191-0-460-695	1947 SAN TROPEZ CIR	46.70
191-0-460-705	1990 SAN TROPEZ CIR	46.70
191-0-460-715	1992 SAN TROPEZ CIR	46.70
191-0-460-725	1996 SAN TROPEZ CIR	46.70
191-0-460-735	1994 SAN TROPEZ CIR	46.70
TOTAL	441 Parcels	\$39,446.00



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Public Hearing
AGENDA ITEM NO.: 3

DATE: June 20, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Jim Throop
Chief Financial Officer

Deanne Purcell

SUBJECT: Resolution to Levy Waterway Maintenance District Assessments - Fiscal Year 2017-2018 (5/5/5)

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

RECOMMENDATION:

That City Council:

1. Hold a public hearing regarding proposed assessments for the Waterway Maintenance District for Fiscal Year 2017-2018, and
2. Adopt a resolution for Fiscal Year 2017-2018 fixing assessments for the Waterway Maintenance District.

BACKGROUND

The assessment district for the maintenance of the waterways and landscaping on public rights-of-way within Mandalay Bay was established on June 16, 1970 by Resolution No. 5,144. In contrast to the City's landscape maintenance districts formed under the 1972 Landscaping and Lighting Act, this waterways district was formed pursuant to the Improvement Act of 1911 in order to recover the City's cost of maintenance of waterways and landscaping on public rights-of-way within Mandalay Bay. Assessments are levied according to the procedures set out in section 5820 et seq. of the Streets and Highways Code (the Improvement Act of 1911). The assessments are exempt from Article XIID of the California Constitution by reason of section 5 thereof.

Resolution to Levy a Special Assessment for FY 17-18 in Waterways (5/5/5)

June 20, 2017

Page 2

The recommended resolution fixes the assessments to be collected for Fiscal Year 2017-2018. After City Council adopts the resolution, assessment data will be delivered to the County Auditor-Controller's Office for processing and collection of Fiscal Year 2017-2018 assessments.

The proposed rates and methodology for Fiscal Year 2017-2018 remain as they were for Fiscal Year 2016-2017, with a total assessment levy of \$491,835. Maintenance costs for Fiscal Year 2017-2018 are projected to be apportioned as follows:

LANDSCAPE MAINTENANCE

The City's recommended budget for landscaping maintenance costs for Fiscal Year 2017-2018 is \$142,906.

WATERWAY MAINTENANCE

The City's recommended budget for waterway maintenance costs for Fiscal Year 2017-2018 is \$342,590.

DELINQUENCY AND COUNTY FEE

The City's recommended budget for delinquency expense and County fees for Fiscal Year 2017-2018 will remain \$6,339.

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 estimated cost of maintenance in Fiscal Year 2017-2018 for the Waterway Maintenance District is equal to the assessments of \$491,835. This amount will be assessed to the property owners in the district and will be placed on the Ventura County tax roll in Fiscal Year 2017-2018, the same as in prior years.

ATTACHMENTS:

Attachment A: Resolution

Attachment B: Waterways Assessment Roll

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD FIXING ASSESSMENTS ON PROPERTY IN THE WATERWAY MAINTENANCE DISTRICT FOR FISCAL YEAR 2017-2018

WHEREAS, by Resolution No. 5144, adopted June 16, 1970, the City Council formed the Waterway Maintenance District ("the District") pursuant to the maintenance district provisions of the Improvement Act of 1911 (Streets and Highways Code Section 5820 et seq.); and

WHEREAS, the District was formed with the consent of the developer owning all of the parcels subject to the assessment at the time assessments were initially imposed; and

WHEREAS, the City Council is required by Streets and Highways Code Section 5830 to estimate the costs of maintaining and operating the improvements within the District, to decide whether the costs of such maintenance and operations shall be borne wholly or partially by the District, and to fix assessments within the District sufficient to raise the money to pay for such costs; and

WHEREAS, assessments existing in the District throughout 2016-2017, and such assessments are not proposed to increase in 2017-2018; and,

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for the sidewalks, streets, water, flood control, drainage systems and vector control, inasmuch as the waterway serves much as a street, manages water and is part of the flood control and drainage systems in the District; the landscaping is located in or adjacent to sidewalks, streets and other public rights of way and maintenance of the landscaping involves irrigation and vector control; and the other improvements maintained with assessments, such as parking areas and fences, are located in or adjacent to sidewalks, streets and the waterways; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIID of the California Constitution, by reason of Section 5 thereof.

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

1. The budget for Fiscal Year 2017-2018 for the Waterway Maintenance Assessment District is hereby approved as follows:

Landscape Maintenance	\$142,906
Waterway Maintenance	<u>342,590</u>
	\$485,496

Total Budget Requirements	\$485,496
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Plus: Delinquency	4,505
Plus: County Collection Fee	<u>1,359</u>
Net Required from Assessment	\$491,835

County Assessment Roll	\$491,835
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Assessment Required	\$491,835
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2. The cost of \$491,835 for maintaining and operating channels, parking and landscaping shall be borne by the District.
3. Assessments for the purpose of raising budgeted funds of \$491,835 for the District for the fiscal year beginning July 1, 2017, as shown in paragraph 1 of the line entitled, "Assessment Required," are hereby fixed and as set forth in the assessment roll attached hereto and made a part hereof (Exhibit A), showing the assessment for each parcel according to the benefit received by each parcel, as determined by the engineer's report approved by the City Council on May 10, 1988.
4. In accordance with Government Code section 36936.1, the City Clerk is instructed to cause this resolution to be published one time in a newspaper of general circulation within the City within 15 days after adoption.
5. The City Clerk is instructed to file with the Ventura County Auditor within 60 days from July 1, 2017 a certified copy of this resolution, as provided in Government Code Section 53901.

PASSED AND ADOPTED THIS 20th day of June, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT A

CITY OF OXNARD
WATERWAYS ASSESSMENT DISTRICT (MANDALAY BAY)
FISCAL YEAR 2017/18 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
188-0-011-015	3900 W HEMLOCK ST	\$657.32
188-0-011-025	3904 W HEMLOCK AVE	634.64
188-0-011-035	3910 W HEMLOCK ST	634.64
188-0-011-045	3920 W HEMLOCK ST	679.98
188-0-011-055	3930 W HEMLOCK ST	679.98
188-0-012-015	3866 W HEMLOCK ST	657.32
188-0-012-025	3860 W HEMLOCK ST	634.64
188-0-012-035		657.32
188-0-012-045	3840 W HEMLOCK ST	679.98
188-0-012-055	3830 W HEMLOCK ST	679.98
188-0-012-065	3820 W HEMLOCK AVE	679.98
188-0-012-075	3810 W HEMLOCK ST	657.32
188-0-012-085	3804 W HEMLOCK ST	657.32
188-0-013-015	2015 VICTORIA AVE	725.30
188-0-013-025	2025 S VICTORIA AVE	679.98
188-0-013-035	2035 S VICTORIA AVE	679.98
188-0-013-045	2045 S VICTORIA AVE	679.98
188-0-013-055	2051 S VICTORIA AVE	679.98
188-0-013-065	2055 S VICTORIA AVE	679.98
188-0-013-115	2141 VICTORIA AVE	725.30
188-0-013-125		725.30
188-0-013-135	2161 S VICTORIA AVE	725.30
188-0-013-145	2201 S VICTORIA AVE	725.30
188-0-013-155	2205 S VICTORIA AVE	725.30
188-0-013-205	2101 S VICTORIA AVE	679.98
188-0-013-215	2111 S VICTORIA AVE	679.98
188-0-013-225	2121 S VICTORIA AVE	679.98
188-0-013-235	2131 VICTORIA AVE	679.98
188-0-013-245	2211 S VICTORIA AVE	679.98
188-0-013-255	2221 S VICTORIA AVE	679.98
188-0-013-265	2231 S VICTORIA AVE	679.98
188-0-013-275	2241 S VICTORIA AVE	679.98
188-0-014-015		770.64
188-0-014-025	2221 MONACO DR	1,014.50
188-0-014-035	2215 MONACO DR	815.98
188-0-014-045	2211 MONACO DR	793.30
188-0-014-055	2204 MONACO DR	793.30
188-0-014-065	2214 MONACO DR	793.30
188-0-014-075	2220 MONACO DR	1,019.96

CITY OF OXNARD
WATERWAYS ASSESSMENT DISTRICT (MANDALAY BAY)
FISCAL YEAR 2017/18 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
188-0-014-085	2230 MONACO DR	725.30
188-0-015-015	2015 NAPOLI DR	725.30
188-0-015-025	2025 NAPOLI DR	679.98
188-0-015-035	2035 NAPOLI DR	679.98
188-0-015-045	2045 NAPOLI DR	679.98
188-0-015-055	2101 NAPOLI DR	679.98
188-0-015-065	2111 NAPOLI DR	679.98
188-0-015-075		725.30
188-0-015-085		1,019.96
188-0-015-095	2135 NAPOLI DR	793.30
188-0-015-105	2141 NAPOLI DR	815.98
188-0-015-115	2150 NAPOLI DR	793.30
188-0-015-125	2140 NAPOLI DR	793.30
188-0-015-135	2130 NAPOLI DR	1,019.96
188-0-015-145	2120 NAPOLI DR	725.30
188-0-015-155	2110 NAPOLI DR	679.98
188-0-015-165	2100 NAPOLI DR	679.98
188-0-015-175	2044 NAPOLI DR	679.98
188-0-015-185	2034 NAPOLI DR	679.98
188-0-015-195		679.98
188-0-015-205	2014 NAPOLI DR	725.30
188-0-021-015	2241 MONACO DR	702.64
188-0-021-025	2251 MONACO DR	702.64
188-0-021-035	2261 MONACO DR	702.64
188-0-021-045	2301 MONACO DR	702.64
188-0-021-095		702.64
188-0-021-105	2351 MONACO DR	702.64
188-0-021-115	2361 MONACO DR	725.30
188-0-021-125	2401 MONACO DR	702.64
188-0-021-135	2411 MONACO DR	702.64
188-0-021-145	2421 MONACO DR	702.64
188-0-021-155	2431 MONACO DR	702.64
188-0-021-165	2441 MONACO DR	702.64
188-0-021-175	2451 MONACO DR	702.64
188-0-021-185	2501 MONACO DR	702.64
188-0-021-195	2511 MONACO DR	725.30
188-0-021-205	2521 MONACO DR	793.30
188-0-021-245	2544 MONACO DR	702.64
188-0-021-255	2534 MONACO DR	929.30
188-0-021-265	2524 MONACO DR	725.30
188-0-021-275	2514 MONACO DR	702.64

CITY OF OXNARD
WATERWAYS ASSESSMENT DISTRICT (MANDALAY BAY)
FISCAL YEAR 2017/18 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
188-0-021-285	2504 MONACO DR	702.64
188-0-021-295	2454 MONACO DR	679.98
188-0-021-305	2444 MONACO DR	702.64
188-0-021-315	2434 MONACO DR	679.98
188-0-021-325	2424 MONACO DR	770.64
188-0-021-335	2414 MONACO DR	770.64
188-0-021-345	2404 MONACO DR	679.98
188-0-021-355	2531 MONACO DR	272.00
188-0-021-365	2531 MONACO DR	634.64
188-0-021-375	2541 MONACO DR	272.00
188-0-021-385	2541 MONACO DR	430.66
188-0-021-395	2550 MONACO DR	611.98
188-0-021-405	2550 MONACO DR	90.66
188-0-021-435	2305 MONACO DR	861.30
188-0-021-445		1,019.96
188-0-022-015	2240 MONACO DR	702.64
188-0-022-025	2250 MONACO DR	679.98
188-0-022-035	2260 MONACO DR	679.98
188-0-022-045	2300 MONACO DR	679.98
188-0-022-055	2304 MONACO DR	679.98
188-0-022-065	2310 MONACO DR	679.98
188-0-022-075	2320 MONACO DR	679.98
188-0-022-085	2330 MONACO DR	679.98
188-0-022-095	2340 MONACO DR	679.98
188-0-022-105	2350 MONACO DR	702.64
188-0-023-015	2251 VICTORIA AVE	679.98
188-0-023-025	2255 S VICTORIA AVE	702.64
188-0-023-035	2261 VICTORIA AVE	679.98
188-0-023-045	2301 S VICTORIA AVE	702.64
188-0-023-055	2305 VICTORIA AVE	679.98
188-0-023-065	2311 VICTORIA AVE	679.98
188-0-023-075	2321 S VICTORIA AVE	679.98
188-0-023-085	2331 S VICTORIA AVE	702.64
188-0-023-095	2341 S VICTORIA AVE	702.64
188-0-023-105	2351 S VICTORIA AVE	702.64
188-0-024-015	2401 VICTORIA AVE	679.98
188-0-024-025	2411 VICTORIA AVE	702.64
188-0-024-035	2421 VICTORIA AVE	679.98
188-0-024-045	2431 VICTORIA AVE	702.64
188-0-024-055	2441 VICTORIA AVE	679.98
188-0-024-065	2451 VICTORIA AVE	702.64

CITY OF OXNARD
WATERWAYS ASSESSMENT DISTRICT (MANDALAY BAY)
FISCAL YEAR 2017/18 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
188-0-024-075	2501 VICTORIA AVE	702.64
188-0-024-085	2511 VICTORIA AVE	702.64
188-0-024-095	2521 VICTORIA AVE	702.64
188-0-024-105	2531 VICTORIA AVE	702.64
188-0-024-115	2541 VICTORIA AVE	679.98
188-0-024-125	2551 VICTORIA AVE	702.64
188-0-024-135	2561 VICTORIA AVE	702.64
188-0-031-025	2320 PENINSULA RD	697.98
188-0-031-035	2330 PENINSULA RD	634.64
188-0-031-045	2340 PENINSULA RD	634.64
188-0-031-055		634.64
188-0-032-015	4045 ISCHIA DR	725.30
188-0-032-025	4041 ISCHIA DR	679.98
188-0-032-035	4035 ISCHIA DR	679.98
188-0-032-045	4031 ISCHIA DR	679.98
188-0-032-055	4025 ISCHIA DR	702.64
188-0-032-065	4021 ISCHIA DR	725.30
188-0-032-075		951.96
188-0-032-085	4005 ISCHIA DR	725.30
188-0-032-095	4000 ISCHIA DR	725.30
188-0-032-105	4010 ISCHIA DR	725.30
188-0-032-115	4014 ISCHIA DR	951.96
188-0-032-125	4020 ISCHIA DR	725.30
188-0-032-135	4024 ISCHIA DR	725.30
188-0-032-145	4030 ISCHIA DR	679.98
188-0-032-155	4034 ISCHIA DR	679.98
188-0-032-165	4040 ISCHIA DR	679.98
188-0-032-175	4044 ISCHIA DR	725.30
188-0-033-015	2400 PENINSULA RD	634.64
188-0-033-025	2410 PENINSULA RD	634.64
188-0-033-035	2420 PENINSULA RD	634.64
188-0-033-045	2430 PENINSULA RD	679.98
188-0-033-055	2440 PENINSULA RD	679.98
188-0-033-065	2500 PENINSULA RD	679.98
188-0-033-075	2510 PENINSULA RD	679.98
188-0-033-085	2520 PENINSULA RD	679.98
188-0-033-095	4047 NICE CT	679.98
188-0-034-015	2331 PENINSULA RD	702.64
188-0-034-025	2341 PENINSULA RD	702.64
188-0-034-035	2355 PENINSULA RD	702.64
188-0-034-045	2401 PENINSULA RD	702.64

CITY OF OXNARD
WATERWAYS ASSESSMENT DISTRICT (MANDALAY BAY)
FISCAL YEAR 2017/18 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
188-0-034-055	2411 PENINSULA RD	702.64
188-0-034-065	2421 PENINSULA RD	725.30
188-0-034-075	2431 PENINSULA RD	725.30
188-0-034-085	2441 PENINSULA RD	747.98
188-0-034-095	2501 PENINSULA RD	725.30
188-0-034-105	2511 PENINSULA RD	725.30
188-0-034-115	2521 PENINSULA RD	702.64
188-0-034-125	2525 PENINSULA DR	770.64
188-0-035-015	4101 W CHANNEL ISLANDS BLVD	453.32
188-0-035-025	4105 W CHANNEL ISLANDS BLVD	453.32
188-0-035-035	4111 W CHANNEL ISLANDS BLVD	453.32
188-0-035-055	4121 W CHANNEL ISLANDS BLVD	453.32
188-0-035-065	4125 W CHANNEL ISLANDS BLVD	453.32
188-0-035-075	4131 W CHANNEL ISLANDS BLVD	453.32
188-0-035-085	4135 W CHANNEL ISLANDS BLVD	453.32
188-0-035-095	4141 W CHANNEL ISLANDS BLVD	521.32
188-0-036-015	4041 NICE CT	725.30
188-0-036-025	4035 NICE CT	679.98
188-0-036-035		679.98
188-0-036-045		702.64
188-0-036-055	4021 NICE CT	725.30
188-0-036-065	4015 NICE CT	951.96
188-0-036-075	4005 NICE CT	725.30
188-0-036-085		725.30
188-0-036-095		725.30
188-0-036-105		294.66
188-0-036-115		657.32
188-0-036-125	4020 NICE CT	362.66
188-0-036-135	4020 NICE CT	362.66
188-0-036-145	4024 NICE CT	339.98
188-0-036-155	4024 NICE CT	362.66
188-0-036-165	4030 NICE CT	362.66
188-0-036-175		362.66
188-0-037-015	2540 PENINSULA RD	566.64
188-0-037-025	2540 PENINSULA RD	136.00
188-0-037-035	2544 PENINSULA RD	702.64
188-0-037-045	2550 PENINSULA RD	702.64
188-0-037-055	2560 PENINSULA RD	702.64
188-0-041-015	2000 PENINSULA RD	634.64
188-0-041-025	4050 W HEMLOCK ST	634.64
188-0-041-035	4040 W HEMLOCK ST	634.64

CITY OF OXNARD
WATERWAYS ASSESSMENT DISTRICT (MANDALAY BAY)
FISCAL YEAR 2017/18 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
188-0-041-045	4030 W HEMLOCK ST	679.98
188-0-041-055	4020 W HEMLOCK ST	679.98
188-0-041-065	4010 W HEMLOCK ST	634.64
188-0-041-075	4004 W HEMLOCK DR	634.64
188-0-041-085	4000 W HEMLOCK ST	634.64
188-0-042-015	3966 W HEMLOCK ST	634.64
188-0-042-025	3960 W HEMLOCK ST	634.64
188-0-042-035	3950 W HEMLOCK ST	634.64
188-0-042-045	3940 W HEMLOCK ST	679.98
188-0-043-015	2015 RAVOLI DR	725.30
188-0-043-025	2025 RAVOLI DR	679.98
188-0-043-035	2035 RAVOLI DR	679.98
188-0-043-045	2045 RAVOLI DR	679.98
188-0-043-055	2101 RAVOLI DR	679.98
188-0-043-065	2111 RAVOLI DR	679.98
188-0-043-075	2121 RAVOLI DR	725.30
188-0-043-085	2131 RAVOLI DR	1,019.96
188-0-043-095	2135 RAVOLI DR	793.30
188-0-043-105	2141 RAVOLI DR	793.30
188-0-043-115	2150 RAVOLI DR	793.30
188-0-043-125	2140 RAVOLI DR	815.98
188-0-043-135	2130 RAVOLI DR	1,019.96
188-0-043-145	2120 RAVOLI DR	725.30
188-0-043-155	2110 RAVOLI DR	679.98
188-0-043-165		679.98
188-0-043-175		679.98
188-0-043-185	2034 RAVOLI DR	679.98
188-0-043-195	2024 RAVOLI DR	679.98
188-0-043-205	2014 RAVOLI DR	725.30
188-0-044-015	2014 PENINSULA RD	725.30
188-0-044-025	2024 PENINSULA RD	679.98
188-0-044-035	2034 PENINSULA RD	679.98
188-0-044-045	2044 PENINSULA RD	679.98
188-0-044-055	2100 PENINSULA RD	679.98
188-0-044-065	2110 PENINSULA RD	679.98
188-0-044-075	2120 PENINSULA RD	725.30
188-0-044-085	2130 PENINSULA RD	1,019.96
188-0-044-095	2140 PENINSULA RD	725.30
188-0-044-105	2150 PENINSULA RD	725.30
188-0-044-115	2155 PENINSULA RD	725.30
188-0-044-125	2141 PENINSULA RD	725.30

CITY OF OXNARD
WATERWAYS ASSESSMENT DISTRICT (MANDALAY BAY)
FISCAL YEAR 2017/18 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
188-0-044-135	2141 PENINSULA RD	1,019.96
188-0-044-145		770.64
188-0-044-155	2111 PENINSULA RD	702.64
188-0-044-165	2101 PENINSULA RD	702.64
188-0-044-175	2061 PENINSULA RD	702.64
188-0-044-185	2051 PENINSULA RD	702.64
188-0-044-195	2041 PENINSULA RD	702.64
188-0-044-205	2031 PENINSULA RD	725.30
188-0-044-215	2021 PENINSULA RD	634.64
188-0-044-225	2011 PENINSULA RD	634.64
188-0-044-235		634.64
188-0-045-015	4101 ROMANY DR	725.30
188-0-045-025	4065 ROMANY DR	725.30
188-0-045-035	4061 ROMANY DR	725.30
188-0-045-045	4051 ROMANY DR	725.30
188-0-045-055	4045 ROMANY DR	747.98
188-0-045-065	4041 ROMANY DR	725.30
188-0-045-075	4035 ROMANY DR	725.30
188-0-045-085	4031 ROMANY DR	725.30
188-0-045-095		838.64
188-0-045-105	4021 ROMANY DR	1,019.96
188-0-045-115	4011 ROMANY DR	725.30
188-0-045-125	4005 ROMANY DR	725.30
188-0-045-135	4000 ROMANY DR	747.98
188-0-045-145	4010 ROMANY DR	725.30
188-0-045-155	4020 ROMANY DR	951.96
188-0-045-165	4024 ROMANY DR	725.30
188-0-045-175	4030 ROMANY DR	679.98
188-0-045-185	4034 ROMANY DR	679.98
188-0-045-195	4040 ROMANY DR	679.98
188-0-045-205	4044 ROMANY DR	725.30
188-0-045-215		725.30
188-0-045-225	4111 ROMANY DR	725.30
188-0-045-235	4121 ROMANY DR	725.30
188-0-045-245	4131 ROMANY DR	725.30
188-0-045-255	4141 ROMANY DR	747.98
188-0-045-265	4151 ROMANY DR	747.98
188-0-046-015	2230 PENINSULA RD	634.64
188-0-046-025		634.64
188-0-046-035	2250 PENINSULA RD	634.64
188-0-046-045	2300 PENINSULA RD	679.98

CITY OF OXNARD
WATERWAYS ASSESSMENT DISTRICT (MANDALAY BAY)
FISCAL YEAR 2017/18 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
188-0-047-015	2231 PENINSULA RD	725.30
188-0-047-025	2241 PENINSULA RD	702.64
188-0-047-035	2251 PENINSULA RD	702.64
188-0-047-045	2301 PENINSULA RD	702.64
188-0-047-055		702.64
188-0-047-065	2321 PENINSULA RD	702.64
188-0-051-015	2000 KINGSBRIDGE WAY	498.64
188-0-051-025	2010 KINGSBRIDGE WAY	453.32
188-0-051-035	2020 KINGSBRIDGE WAY	453.32
188-0-051-045	2030 KINGSBRIDGE WAY	453.32
188-0-051-055	2040 KINGSBRIDGE WAY	453.32
188-0-051-065	2050 KINGSBRIDGE WAY	498.64
188-0-051-085	2100 KINGSBRIDGE WAY	498.64
188-0-051-095	2110 KINGSBRIDGE WAY	453.32
188-0-051-105	2120 KINGSBRIDGE WAY	453.32
188-0-051-115	2130 KINGSBRIDGE WAY	453.32
188-0-051-125	2140 KINGSBRIDGE WAY	453.32
188-0-051-135	2144 KINGSBRIDGE WAY	498.64
188-0-052-015	2005 JAMESTOWN WAY	498.64
188-0-052-025	2011 JAMESTOWN WAY	453.32
188-0-052-035	2015 JAMESTOWN WAY	453.32
188-0-052-045	2021 JAMESTOWN WAY	453.32
188-0-052-055	2025 JAMESTOWN WAY	453.32
188-0-052-065	2031 JAMESTOWN WAY	498.64
188-0-052-085	2041 JAMESTOWN WAY	498.64
188-0-052-095	2045 JAMESTOWN WAY	453.32
188-0-052-105	2051 JAMESTOWN WAY	453.32
188-0-052-115	2055 JAMESTOWN WAY	453.32
188-0-052-125	2061 JAMESTOWN WAY	498.64
188-0-052-145	2101 JAMESTOWN WAY	498.64
188-0-052-155	2111 JAMESTOWN WAY	453.32
188-0-052-165	2121 JAMESTOWN WAY	453.32
188-0-052-175	2131 JAMESTOWN WAY	453.32
188-0-052-185	2141 JAMESTOWN WAY	498.64
188-0-053-015	2000 JAMESTOWN WAY	453.32
188-0-053-025	2004 JAMESTOWN WAY	453.32
188-0-053-035	2010 JAMESTOWN WAY	453.32
188-0-053-045	2014 JAMESTOWN WAY	453.32
188-0-053-055	2020 JAMESTOWN WAY	453.32
188-0-053-065	2024 JAMESTOWN WAY	498.64
188-0-053-085	2034 JAMESTOWN WAY	498.64

CITY OF OXNARD
WATERWAYS ASSESSMENT DISTRICT (MANDALAY BAY)
FISCAL YEAR 2017/18 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
188-0-053-095	2040 JAMESTOWN WAY	453.32
188-0-053-105	2044 JAMESTOWN WAY	453.32
188-0-053-115	2050 JAMESTOWN WAY	453.32
188-0-053-125	2054 JAMESTOWN WAY	453.32
188-0-053-135	2060 JAMESTOWN WAY	498.64
188-0-053-155	2100 JAMESTOWN WAY	498.64
188-0-053-165	2110 JAMESTOWN WAY	453.32
188-0-053-175	2120 JAMESTOWN WAY	453.32
188-0-053-185	2130 JAMESTOWN WAY	453.32
188-0-053-195	2140 JAMESTOWN WAY	453.32
188-0-053-205	2144 JAMESTOWN WAY	566.64
188-0-054-115	4150 W HEMLOCK ST	725.30
188-0-054-125	2000 GREENCASTLE WAY	634.64
188-0-054-135	4210 W HEMLOCK ST	634.64
188-0-054-145	4200 W HEMLOCK ST	634.64
188-0-054-155	4144 W HEMLOCK ST	725.30
188-0-054-165		702.64
188-0-054-175	4132 W HEMLOCK ST	770.64
188-0-055-015	2001 GREENCASTLE WAY	815.98
188-0-055-025		815.98
188-0-055-035		815.98
188-0-055-045	2021 GREENCASTLE WAY	815.98
188-0-055-055	120 GREENCASTLE WAY	815.98
188-0-055-065	2041 GREENCASTLE WAY	815.98
188-0-055-075	2051 GREENCASTLE WAY	838.64
188-0-055-085		838.64
188-0-055-095	2065 GREENCASTLE WAY	838.64
188-0-055-105		838.64
188-0-055-115	2115 GREENCASTLE WAY	838.64
188-0-055-145	2145 GREENCASTLE WAY	815.98
188-0-055-155	2155 GREENCASTLE WAY	815.98
188-0-055-165	2150 GREENCASTLE WAY	815.98
188-0-055-175	2144 GREENCASTLE WAY	1,042.64
188-0-055-185	2140 GREENCASTLE WAY	793.30
188-0-055-195	2130 GREENCASTLE WAY	747.98
188-0-055-205		725.30
188-0-055-215	2110 GREENCASTLE WAY	725.30
188-0-055-225	2100 GREENCASTLE WAY	725.30
188-0-055-235	2060 GREENCASTLE WAY	770.64
188-0-055-245	2135 GREENCASTLE WAY	1,586.62
188-0-056-015	2151 JAMESTOWN WAY	589.32

CITY OF OXNARD
WATERWAYS ASSESSMENT DISTRICT (MANDALAY BAY)
FISCAL YEAR 2017/18 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
188-0-056-025	2155 JAMESTOWN WAY	453.32
188-0-056-035	2161 JAMESTOWN WAY	453.32
188-0-056-045	2167 JAMESTOWN WAY	543.98
188-0-056-055	2164 JAMESTOWN WAY	543.98
188-0-056-065	2160 JAMESTOWN WAY	453.32
188-0-056-075	2154 JAMESTOWN WAY	453.32
188-0-056-085	2150 JAMESTOWN WAY	657.32
188-0-057-015	2164 KINGSBRIDGE WAY	475.98
188-0-057-025	2160 KINGSBRIDGE WAY	453.32
188-0-057-035	2154 KINGSBRIDGE WAY	453.32
188-0-057-045	2150 KINGSBRIDGE WAY	589.32
188-0-061-015	2200 KINGSBRIDGE LN	475.98
188-0-061-025	2204 KINGSBRIDGE LN	453.32
188-0-061-035	2210 KINGSBRIDGE LN	453.32
188-0-061-045	2214 KINGSBRIDGE LN	589.32
188-0-062-015	2221 JAMESTOWN LN	589.32
188-0-062-025	2215 JAMESTOWN LN	453.32
188-0-062-035	2211 JAMESTOWN LN	453.22
188-0-062-045	2205 JAMESTOWN LN	543.98
188-0-062-055	2200 JAMESTOWN LN	543.98
188-0-062-065	2204 JAMESTOWN LN	453.32
188-0-062-075	2210 JAMESTOWN LN	453.32
188-0-062-085	2214 JAMESTOWN LN	634.64
188-0-063-015	2230 GREENCASTLE LN	725.30
188-0-063-025	2240 GREENCASTLE LN	702.64
188-0-063-035	2250 GREENCASTLE LN	702.64
188-0-063-045	2300 GREENCASTLE LN	725.30
188-0-063-055	2310 GREENCASTLE LN	702.64
188-0-063-065		702.64
188-0-063-075	2324 GREENCASTLE LN	725.30
188-0-063-085	2330 GREENCASTLE WAY	702.64
188-0-063-095	2346 GREENCASTLE LN	725.30
188-0-063-105	2350 GREENCASTLE LN	770.64
188-0-063-115	2354 GREENCASTLE LN	1,019.96
188-0-063-125	2360 GREENCASTLE LN	793.30
188-0-063-135	2365 GREENCASTLE LN	815.98
188-0-063-145	2361 GREENCASTLE CT	793.30
188-0-063-155	2355 GREENCASTLE LN	1,110.62
188-0-063-165	2351 GREENCASTLE LN	929.30
188-0-063-175		861.30
188-0-063-185	2331 GREENCASTLE LN	815.98

CITY OF OXNARD
WATERWAYS ASSESSMENT DISTRICT (MANDALAY BAY)
FISCAL YEAR 2017/18 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
188-0-063-195	2325 GREENCASTLE LN	815.98
188-0-063-205	2321 GREENCASTLE LN	815.98
188-0-063-215	2311 GREENCASTLE LN	815.98
188-0-063-225	2301 GREENCASTLE LN	815.98
188-0-063-235	2251 GREENCASTLE LN	815.98
188-0-063-245	2241 GREENCASTLE LN	815.98
188-0-063-255	2231 GREENCASTLE LN	815.98
188-0-063-265	2221 GREENCASTLE LN	815.98
188-0-063-275	4221 ROMANY DR	815.98
188-0-063-285	4215 ROMANY DR	1,133.30
188-0-063-295	4211 ROMANY DR	861.30
188-0-063-305	4205 ROMANY DR	747.98
188-0-063-315	4201 ROMANY DR	725.30
188-0-064-015	2230 JAMESTOWN LN	815.98
188-0-064-025	2240 JAMESTOWN LN	838.64
188-0-064-035	2250 JAMESTOWN LN	838.64
188-0-064-045	2260 JAMESTOWN LN	838.64
188-0-064-055	2310 JAMESTOWN LN	838.64
188-0-064-065	2320 JAMESTOWN LN	815.98
188-0-064-075	2330 JAMESTOWN WAY	838.64
188-0-065-015	2231 JAMESTOWN LN	498.64
188-0-065-025	2235 JAMESTOWN LN	453.32
188-0-065-035	2241 JAMESTOWN LN	453.32
188-0-065-045	2251 JAMESTOWN LN	453.32
188-0-065-055	2255 JAMESTOWN LN	453.32
188-0-065-075	2301 JAMESTOWN LN	453.32
188-0-065-085	2311 JAMESTOWN LN	453.32
188-0-065-095	2315 JAMESTOWN LN	453.32
188-0-065-105	2325 JAMESTOWN LN	453.32
188-0-065-115	2335 JAMESTOWN LN	475.98
188-0-066-015	4400 MERIDIAN AVE	453.32
188-0-066-025	4354 MERIDIAN AVE	453.32
188-0-066-035	4350 MERIDIAN AVE	453.32
188-0-066-045	4344 MERIDIAN AVE	453.32
188-0-066-055	4340 MERIDIAN AVE	498.64
188-0-066-075	4334 MERIDIAN AVE	498.64
188-0-066-085	4330 MERIDIAN AVE	453.32
188-0-066-095	4324 MERIDIAN AVE	453.32
188-0-066-105	4320 MERIDIAN AVE	453.32
188-0-066-115	4314 MERIDIAN AVE	453.32
188-0-066-125	4310 MERIDIAN AVE	498.64

CITY OF OXNARD
WATERWAYS ASSESSMENT DISTRICT (MANDALAY BAY)
FISCAL YEAR 2017/18 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
188-0-066-145	4304 MERIDIAN AVE	498.64
188-0-066-155	4300 MERIDIAN AVE	453.32
188-0-066-165	4254 MERIDIAN AVE	453.32
188-0-066-175	4250 MERIDIAN AVE	453.32
188-0-066-185	4244 MERIDIAN AVE	453.32
188-0-066-195	4240 MERIDIAN AVE	634.64
188-0-067-015	2230 KINGSBRIDGE LN	498.64
188-0-067-025	2234 KINGSBRIDGE LN	453.32
188-0-067-035	2240 KINGSBRIDGE LN	453.32
188-0-067-045	2250 KINGSBRIDGE LN	453.32
188-0-067-055	2260 KINGSBRIDGE LN	498.64
188-0-067-075	2300 KINGSBRIDGE LN	498.64
188-0-067-085	2310 KINGSBRIDGE LN	453.32
188-0-067-095	2320 KINGSBRIDGE LN	453.32
188-0-067-105	2330 KINGSBRIDGE LN	453.32
188-0-067-115	2340 KINGSBRIDGE LN	498.64
188-0-071-015	2421 OLDHAM CIR	498.64
188-0-071-025	2425 OLDHAM CIR	453.32
188-0-071-035	2431 OLDHAM CIR	453.32
188-0-071-045	2435 OLDHAM CIR	498.64
188-0-071-065	2441 OLDHAM CIR	498.64
188-0-071-075	2445 OLDHAM CIR	453.32
188-0-071-085	2450 OLDHAM CIR	453.32
188-0-071-095	2454 OLDHAM CIR	453.32
188-0-071-105	2460 OLDHAM CIR	453.32
188-0-071-115	2464 OLDHAM CIR	589.32
188-0-072-015	2461 JAMESTOWN CT	589.32
188-0-072-025	2455 JAMESTOWN CT	453.32
188-0-072-035	2451 JAMESTOWN CT	453.32
188-0-072-045	2445 JAMESTOWN CT	543.98
188-0-072-055	2440 JAMESTOWN CT	543.98
188-0-072-065	2444 JAMESTOWN CT	453.32
188-0-072-075	2450 JAMESTOWN CT	453.32
188-0-072-085	2454 JAMESTOWN CT	634.64
188-0-073-011	2521 GREENCASTLE CT	317.32
188-0-073-012	2521 GREENCASTLE CT	317.32
188-0-073-021	2515 GREENCASTLE CT	226.66
188-0-073-022	2515 GREENCASTLE CT	222.66
188-0-073-035	2511 GREENCASTLE CT	453.32
188-0-073-045	2505 GREENCASTLE CT	543.98
188-0-073-055	2500 GREENCASTLE CT	543.98

CITY OF OXNARD
WATERWAYS ASSESSMENT DISTRICT (MANDALAY BAY)
FISCAL YEAR 2017/18 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
188-0-073-065	2504 GREENCASTLE CT	453.32
188-0-073-075	2510 GREENCASTLE CT	453.32
188-0-073-085	2514 GREENCASTLE CT	589.32
188-0-074-011	2530 GREENCASTLE CT	249.32
188-0-074-012	2530 GREENCASTLE CT	249.32
188-0-074-025	2540 GREENCASTLE CT	453.32
188-0-074-035		453.32
188-0-074-045	2560 GREENCASTLE CT	498.64
188-0-075-015	2531 GREENCASTLE CT	543.98
188-0-075-025	2541 GREENCASTLE CT	498.64
188-0-075-035	2551 GREENCASTLE CT	498.64
188-0-075-045	2561 GREENCASTLE CT	498.64
188-0-075-055	2565 GREENCASTLE CT	543.98
188-0-076-015	2500 JAMESTOWN CT	543.98
188-0-076-025	2504 JAMESTOWN CT	498.64
188-0-076-035	2510 JAMESTOWN CT	498.64
188-0-076-045	2520 JAMESTOWN CT	543.98
188-0-076-065	2540 JAMESTOWN CT	543.98
188-0-076-075	2550 JAMESTOWN CT	498.64
188-0-076-085	2560 JAMESTOWN CT	498.64
188-0-076-095	2564 JAMESTOWN CT	543.98
188-0-077-015	2501 JAMESTOWN CT	498.64
188-0-077-025	2505 JAMESTOWN CT	453.32
188-0-077-035	2511 JAMESTOWN CT	453.32
188-0-077-045	2521 JAMESTOWN CT	498.64
188-0-077-065	2541 JAMESTOWN CT	498.64
188-0-077-075	2551 JAMESTOWN CT	453.32
188-0-077-085	2561 JAMESTOWN CT	498.64
188-0-078-015	2500 OLDHAM CIR	498.64
188-0-078-025	2510 OLDHAM CIR	453.32
188-0-078-035	2520 OLDHAM CIR	453.32
188-0-078-045	2530 OLDHAM CIR	453.32
188-0-078-055	2540 OLDHAM CIR	453.32
188-0-078-065	2550 OLDHAM CIR	543.98
188-0-081-015	4460 MERIDIAN WAY	498.64
188-0-081-025	4450 MERIDIAN WAY	453.32
188-0-081-035	4440 MERIDIAN WAY	453.32
188-0-081-045	4430 MERIDIAN WAY	453.32
188-0-081-055	4420 MERIDIAN AVE	453.32
188-0-081-065	4414 MERIDIAN WAY	498.64
188-0-081-085	4404 MERIDIAN WAY	498.64

CITY OF OXNARD
WATERWAYS ASSESSMENT DISTRICT (MANDALAY BAY)
FISCAL YEAR 2017/18 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
188-0-082-015	4461 MERIDIAN WAY	498.64
188-0-082-025	4445 MERIDIAN AVE	453.32
188-0-082-035	4431 MERIDIAN WAY	566.64
188-0-083-015	2240 HARBOR BLVD	566.64
188-0-083-025	2250 HARBOR BLVD	453.32
188-0-083-035	2260 HARBOR BLVD	453.32
188-0-083-045	2300 HARBOR BLVD	453.32
188-0-083-055	2310 HARBOR BLVD	566.64
188-0-084-015	4544 LYME BAY	543.98
188-0-084-025	4540 LYME BAY	453.32
188-0-084-035	4534 LYME BAY	453.32
188-0-084-045	4530 LYME BAY	498.64
188-0-085-015	4525 LYME BAY	589.32
188-0-085-025	4521 LYME BAY	453.32
188-0-085-035	4511 LYME BAY	453.32
188-0-085-045	4505 LYME BAY	475.98
188-0-085-055	4500 LYME BAY	475.98
188-0-085-065	4510 LYME BAY	453.32
188-0-085-075	4514 LYME BAY	453.32
188-0-085-085	4520 LYME BAY	589.32
188-0-086-015	4545 LYME BAY	498.64
188-0-086-025	4541 LYME BAY	453.32
188-0-086-035	4535 LYME BAY	453.32
188-0-086-045	4531 LYME BAY	498.64
188-0-087-015	4560 COSTA DE ORO AVE	498.64
188-0-087-025	4554 COSTA DE ORO	453.32
188-0-087-035	4550 COSTA DE ORO AVE	453.32
188-0-087-045	4544 COSTA DE ORO AVE	498.64
188-0-087-065	4540 COSTA DE ORO	498.64
188-0-087-075	4536 COSTA DE ORO	453.32
188-0-087-085	4532 COSTA DE ORO AVE	453.32
188-0-087-095	4528 COSTA DE ORO AVE	566.64
188-0-088-015	2001 KINGSBRIDGE WAY	498.64
188-0-088-025	2005 KINGSBRIDGE WAY	453.32
188-0-088-035	2011 KINGSBRIDGE WAY	453.32
188-0-088-045	2021 KINGSBRIDGE WAY	453.32
188-0-088-055	2031 KINGSBRIDGE WAY	453.32
188-0-088-065	2041 KINGSBRIDGE WAY	498.64
188-0-088-085	2101 KINGSBRIDGE WAY	498.64
188-0-088-095	2105 KINGSBRIDGE WAY	453.32
188-0-088-105	2111 KINGSBRIDGE WAY	453.32

CITY OF OXNARD
WATERWAYS ASSESSMENT DISTRICT (MANDALAY BAY)
FISCAL YEAR 2017/18 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
188-0-088-115	2121 KINGSBRIDGE WAY	453.32
188-0-088-125	2131 KINGSBRIDGE WAY	498.64
188-0-088-135	2141 KINGSBRIDGE WAY	589.32
188-0-088-145	2145 KINGSBRIDGE WAY	453.32
188-0-088-155	2151 KINGSBRIDGE WAY	453.32
188-0-088-165	2155 KINGSBRIDGE WAY	475.98
188-0-089-015	2205 KINGSBRIDGE LN	475.98
188-0-089-025	2211 KINGSBRIDGE LN	453.32
188-0-089-035	2215 KINGSBRIDGE LN	453.32
188-0-089-045	2221 KINGSBRIDGE LN	589.32
188-0-089-055	2231 KINGSBRIDGE LN	498.64
188-0-089-065	2241 KINGSBRIDGE LN	453.32
188-0-089-075	2251 KINGSBRIDGE LN	498.64
188-0-089-095	2301 KINGSBRIDGE LN	498.64
188-0-089-105	2311 KINGSBRIDGE LN	453.32
188-0-089-115	2325 KINGSBRIDGE LN	453.32
188-0-089-125	2341 KINGSBRIDGE LN	498.64
188-0-091-015	4640 EASTBOURNE BAY	453.32
188-0-091-025	4630 EASTBOURNE BAY	453.32
188-0-091-035	4624 EASTBOURNE BAY	453.32
188-0-091-045	4620 EASTBOURNE BAY	453.32
188-0-091-065	4614 EASTBOURNE BAY	453.32
188-0-091-075	4610 EASTBOURNE BAY	453.32
188-0-091-085	4604 EASTBOURNE BAY	453.32
188-0-091-095	4600 EASTBOURNE BAY	453.32
188-0-091-115	4570 EASTBOURNE BAY	453.32
188-0-091-125	4566 EASTBOURNE BAY	453.32
188-0-091-135	4562 EASTBOURNE BAY	453.32
188-0-091-145	4558 EASTBOURNE BAY	453.32
188-0-091-155	4554 EASTBOURNE BAY	453.32
188-0-091-165	4550 EASTBOURNE BAY	453.32
188-0-091-185	4544 EASTBOURNE BAY	453.32
188-0-091-195	4540 EASTBOURNE BAY	453.32
188-0-091-205	4625 FALKIRK BAY	453.32
188-0-091-215	4621 FALKIRK BAY	453.32
188-0-091-225	4615 FALKIRK BAY	453.32
188-0-091-235	4611 FALKIRK BAY	453.32
188-0-091-245	4605 FALKIRK BAY	453.32
188-0-091-255	4601 FALKIRK BAY	453.32
188-0-091-275	4575 FALKIRK BAY	453.32
188-0-091-285	4571 FALKIRK BAY	453.32

CITY OF OXNARD
WATERWAYS ASSESSMENT DISTRICT (MANDALAY BAY)
FISCAL YEAR 2017/18 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
188-0-091-295	4565 FALKIRK BAY	453.32
188-0-091-305	4561 FALKIRK BAY	453.32
188-0-091-315	4555 FALKIRK BAY	453.32
188-0-091-325	4551 FALKIRK BAY	453.32
188-0-091-345	4541 FALKIRK BAY	453.32
188-0-091-355	4535 FALKIRK BAY	453.32
188-0-091-365	4531 FALKIRK BAY	453.32
188-0-091-375	4525 FALKIRK BAY	453.32
188-0-091-395	4521 FALKIRK BAY	453.32
188-0-092-015	4624 FALKIRK BAY	453.32
188-0-092-025	4620 FALKIRK BAY	453.32
188-0-092-035	4616 FALKIRK BAY	453.32
188-0-092-045	4612 FALKIRK BAY	453.32
188-0-092-055	4608 FALKIRK BAY	453.32
188-0-092-065	4604 FALKIRK BAY	453.32
188-0-092-085	4574 FALKIRK BAY	453.32
188-0-092-095	4570 FALKIRK BAY	453.32
188-0-092-105	4564 FALKIRK BAY	453.32
188-0-092-115	4560 FALKIRK BAY	453.32
188-0-092-135	4550 FALKIRK BAY	453.32
188-0-092-145	4544 FALKIRK BAY	453.32
188-0-092-155	4540 FALKIRK BAY	453.32
188-0-092-165	4536 FALKIRK BAY	453.32
188-0-092-175	4532 FALKIRK BAY	453.32
188-0-092-185	4528 FALKIRK BAY	453.32
188-0-092-205	4520 FALKIRK BAY	453.32
188-0-092-275	4567 GATESHEAD BAY	453.32
188-0-092-285	4565 GATESHEAD BAY	453.32
188-0-092-295	4563 GATESHEAD BAY	634.64
188-0-092-315	4555 GATESHEAD BAY	643.64
188-0-092-325	4551 GATESHEAD BAY	453.32
188-0-092-335	4545 GATESHEAD BAY	453.32
188-0-092-345	4541 GATESHEAD BAY	453.32
188-0-092-355	4535 GATESHEAD BAY	453.32
188-0-092-365	4531 GATESHEAD BAY	543.98
188-0-092-385	4521 GATESHEAD BAY	543.98
188-0-092-395	4515 GATESHEAD BAY	453.32
188-0-092-405	4511 GATESHEAD BAY	453.32
188-0-092-415	4505 GATESHEAD BAY	453.32
188-0-092-425	4501 GATESHEAD BAY	634.64
188-0-092-445	4455 GATESHEAD BAY	634.64

CITY OF OXNARD
WATERWAYS ASSESSMENT DISTRICT (MANDALAY BAY)
FISCAL YEAR 2017/18 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
188-0-092-455	4577 GATESHEAD BAY	453.32
188-0-092-465	4575 GATESHEAD BAY	453.32
188-0-092-475	4571 GATESHEAD BAY	453.32
188-0-093-015	4578 GATESHEAD BAY	453.32
188-0-093-025	4574 GATESHEAD BAY	453.32
188-0-093-035	4570 GATESHEAD BAY	453.32
188-0-093-045	4568 GATESHEAD BAY	453.32
188-0-093-055	4564 GATESHEAD BAY	453.32
188-0-093-065	4562 GATESHEAD BAY	634.64
188-0-093-195	4524 GATESHEAD BAY	543.98
188-0-093-205	4520 GATESHEAD BAY	453.32
188-0-093-215	4514 GATESHEAD BAY	453.32
188-0-093-225	4510 GATESHEAD BAY	453.32
188-0-093-235	4504 GATESHEAD BAY	453.32
188-0-093-245	4500 GATESHEAD BAY	589.32
188-0-093-265	4454 GATESHEAD BAY	589.32
188-0-093-275	4565 COSTA DE ORO AVE	453.32
188-0-093-285	4561 COSTA DE ORO AVE	453.32
188-0-093-295	4555 COSTA DE ORO AVE	453.32
188-0-093-305	4551 COSTA DE ORO AVE	453.32
188-0-093-315	4545 COSTA DE ORO AVE	543.98
188-0-093-335	4541 COSTA DE ORO AVE	543.98
188-0-093-345	4535 COSTA DE ORO	453.32
188-0-093-355	4531 COSTA DE ORO AVE	453.32
188-0-093-365	4525 COSTA DE ORO AVE	453.32
188-0-093-375	4521 COSTA DE ORO AVE	453.32
188-0-093-385	4515 COSTA DE ORO AVE	634.64
188-0-093-405	4505 COSTA DE ORO AVE	634.64
188-0-093-415	4501 COSTA DE ORO AVE	453.32
188-0-093-425	4451 COSTA DE ORO AVE	453.32
188-0-093-435	4445 COSTA DE ORO AVE	453.32
188-0-093-445	4441 COSTA DE ORO	453.32
188-0-093-455	4435 COSTA DE ORO AVE	589.32
188-0-093-495	4554 GATESHEAD BAY	634.64
188-0-093-505	4550 GATESHEAD BAY	453.32
188-0-093-515	4544 GATESHEAD BAY	453.32
188-0-093-525	4540 GATESHEAD BAY	453.32
188-0-093-535	4534 GATESHEAD BAY	532.64
188-0-093-545	4425 COSTA DE ORO AVE	589.32
188-0-100-015	4500 EASTBOURNE BAY	453.32
188-0-100-025	4504 EASTBOURNE BAY	453.32

CITY OF OXNARD
WATERWAYS ASSESSMENT DISTRICT (MANDALAY BAY)
FISCAL YEAR 2017/18 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
188-0-100-035	4510 EASTBOURNE BAY	453.32
188-0-100-045	4514 EASTBOURNE BAY	679.98
188-0-100-055	4520 EASTBOURNE BAY	453.32
188-0-100-065	4524 EASTBOURNE BAY	453.32
188-0-100-075	4530 EASTBOURNE BAY	453.32
188-0-100-085	4534 EASTBOURNE BAY	453.32
188-0-100-105	4515 FALKIRK BAY	453.32
188-0-100-115	4511 FALKIRK BAY	453.32
188-0-100-125	4509 FALKIRK BAY	453.32
188-0-100-135	4505 FALKIRK BAY	453.32
188-0-100-145	4501 FALKIRK BAY	453.32
188-0-100-155	4445 FALKIRK BAY	679.98
188-0-100-165	4441 FALKIRK BAY	453.32
188-0-100-175	4435 FALKIRK BAY	453.32
188-0-100-185	4431 FALKIRK BAY	543.98
188-0-100-195	4424 FALKIRK BAY	543.98
188-0-100-205	4430 FALKIRK BAY	453.32
188-0-100-215	4440 FALKIRK BAY	430.66
188-0-100-225	4450 FALKIRK BAY	679.98
188-0-100-235	4500 FALKIRK BAY	453.32
188-0-100-245	4504 FALKIRK BAY	453.32
188-0-100-255	4508 FALKIRK BAY	453.32
188-0-100-265	4512 FALKIRK BAY	453.32
188-0-100-275	4516 FALKIRK BAY	453.32
188-0-100-285	4451 GATESHEAD BAY	453.32
188-0-100-295	4445 GATESHEAD BAY	453.32
188-0-100-305	4441 GATESHEAD BAY	453.32
188-0-100-315	4435 GATESHEAD BAY	453.32
188-0-100-325	4431 GATESHEAD BAY	498.64
188-0-100-335	4421 GATESHEAD BAY	679.98
188-0-100-345	4415 GATESHEAD BAY	498.64
188-0-100-355	4411 GATESHEAD BAY	498.64
188-0-100-365	4405 GATESHEAD BAY	543.98
188-0-100-375	4400 GATESHEAD BAY	543.98
188-0-100-385	4410 GATESHEAD BAY	498.64
188-0-100-395	4414 GATESHEAD BAY	498.64
188-0-100-405	4420 GATESHEAD BAY	679.98
188-0-100-415	4430 GATESHEAD BAY	498.64
188-0-100-425	4434 GATESHEAD BAY	453.32
188-0-100-435	4440 GATESHEAD BAY	453.32
188-0-100-445	4444 GATESHEAD BAY	453.32

CITY OF OXNARD
WATERWAYS ASSESSMENT DISTRICT (MANDALAY BAY)
FISCAL YEAR 2017/18 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
188-0-100-455	4450 GATESHEAD BAY	453.32
188-0-100-565	1950 JAMESTOWN WAY	679.98
188-0-100-575	1954 JAMESTOWN WAY	498.64
188-0-100-585	1960 JAMESTOWN WAY	589.32
188-0-100-605	4421 COSTA DE ORO	453.32
188-0-100-615	4415 COSTA DE ORO AVE	453.32
188-0-100-625	4411 COSTA DE ORO AVE	453.32
188-0-100-635	4405 COSTA DE ORO AVE	453.32
188-0-100-645	4401 COSTA DE ORO ST	498.64
188-0-120-085	4221 W HEMLOCK ST	1,349.46
188-0-120-095	4211 W HEMLOCK ST	940.42
188-0-130-015	4200 HARBOUR ISLAND LN	371.70
188-0-130-025	4202 HARBOUR ISLAND LN	371.70
188-0-130-035	4204 HARBOUR ISLAND LN	371.70
188-0-130-045	4206 HARBOUR ISLAND LN	371.70
188-0-130-055	4208 HARBOUR ISLAND LN	371.70
188-0-130-065	4210 HARBOUR ISLAND LN	371.70
188-0-130-075	4212 HARBOUR ISLAND LN	371.70
188-0-130-085	4214 HARBOUR ISLAND LN	371.70
188-0-130-095	4216 HARBOUR ISLAND LN	371.70
188-0-130-105	4220 HARBOUR ISLAND LN	371.70
188-0-130-115	4222 HARBOUR ISLAND LN	371.70
188-0-130-125	4224 HARBOUR ISLAND LN	371.70
188-0-130-135	4226 HARBOUR ISLAND LN	371.70
188-0-130-145	4228 HARBOUR ISLAND LN	371.70
188-0-130-155	4230 HARBOUR ISLAND LN	371.70
188-0-130-165	4240 HARBOUR ISLAND LN	371.70
188-0-130-175	4242 HARBOUR ISLAND LN	371.70
188-0-130-185	4244 HARBOUR ISLAND LN	371.70
188-0-130-195	4246 HARBOUR ISLAND LN	371.70
188-0-130-205	4248 HARBOUR ISLAND LN	371.70
188-0-130-215	4250 HARBOUR ISLAND LN	371.70
188-0-130-225	4252 HARBOUR ISLAND LN	371.70
188-0-130-235	4254 HARBOUR ISLAND LN	371.70
188-0-130-245	4245 HARBOUR ISLAND LN	371.70
188-0-130-255	4243 HARBOUR ISLAND LN	371.70
188-0-130-265	4241 HARBOUR ISLAND LN	371.70
188-0-130-275	4251 HARBOUR ISLAND LN	371.70
188-0-130-285	4249 HARBOUR ISLAND LN	371.70
188-0-130-295	4247 HARBOUR ISLAND LN	371.70
188-0-130-305	4255 HARBOUR ISLAND LN	371.70

CITY OF OXNARD
WATERWAYS ASSESSMENT DISTRICT (MANDALAY BAY)
FISCAL YEAR 2017/18 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
188-0-130-315	4253 HARBOUR ISLAND LN	371.70
188-0-130-325	4225 HARBOUR ISLAND LN	371.70
188-0-130-335	4223 HARBOUR ISLAND LN	371.70
188-0-130-345	4221 HARBOUR ISLAND LN	371.70
188-0-130-355	4231 HARBOUR ISLAND LN	371.70
188-0-130-365	4229 HARBOUR ISLAND LN	371.70
188-0-130-375	4227 HARBOUR ISLAND LN	371.70
188-0-130-385	4237 HARBOUR ISLAND LN	371.70
188-0-130-395	4235 HARBOUR ISLAND LN	371.70
188-0-130-405	4233 HARBOUR ISLAND LN	371.70
188-0-130-415	1745 EMERALD ISLE WAY	371.70
188-0-130-425	1743 EMERALD ISLE WAY	371.70
188-0-130-435	1741 EMERALD ISLE WAY	371.70
188-0-130-445	1751 EMERALD ISLE WAY	371.70
188-0-130-455	1749 EMERALD ISLE WAY	371.70
188-0-130-465	1747 EMERALD ISLE WAY	371.70
188-0-130-475	1755 EMERALD ISLE WAY	371.70
188-0-130-485	1753 EMERALD ISLE WAY	371.70
188-0-140-015	1725 EMERALD ISLE WAY	371.70
188-0-140-025	1723 EMERALD ISLE WAY	371.70
188-0-140-035	1721 EMERALD ISLE WAY	371.70
188-0-140-045	1731 EMERALD ISLE WAY	371.70
188-0-140-055	1729 EMERALD ISLE WAY	371.70
188-0-140-065	1727 EMERALD ISLE WAY	371.70
188-0-140-075	1737 EMERALD ISLE WAY	371.70
188-0-140-085	1735 EMERALD ISLE WAY	371.70
188-0-140-095	1733 EMERALD ISLE WAY	371.70
188-0-140-105	1705 EMERALD ISLE WAY	371.70
188-0-140-115	1703 EMERALD ISLE WAY	371.70
188-0-140-125	1701 EMERALD ISLE WAY	371.70
188-0-140-135	1711 EMERALD ISLE WAY	371.70
188-0-140-145	1709 EMERALD ISLE WAY	371.70
188-0-140-155	1707 EMERALD ISLE WAY	371.70
188-0-140-165	1715 EMERALD ISLE WAY	371.70
188-0-140-175	1713 EMERALD ISLE WAY	371.70
188-0-140-185	1700 EMERALD ISLE WAY	371.70
188-0-140-195	1702 EMERALD ISLE WAY	371.70
188-0-140-205	1704 EMERALD ISLE WAY	371.70
188-0-140-215	1706 EMERALD ISLE WAY	371.70
188-0-140-225	1708 EMERALD ISLE WAY	371.70
188-0-140-235	1710 EMERALD ISLE WAY	371.70

CITY OF OXNARD
WATERWAYS ASSESSMENT DISTRICT (MANDALAY BAY)
FISCAL YEAR 2017/18 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
188-0-140-245	1712 EMERALD ISLE WAY	371.70
188-0-140-255	1714 EMERALD ISLE WAY	371.70
188-0-140-265	1720 EMERALD ISLE WAY	371.70
188-0-140-275	1722 EMERALD ISLE WAY	371.70
188-0-140-285	1724 EMERALD ISLE WAY	371.70
188-0-140-295	1726 EMERALD ISLE WAY	371.70
188-0-140-305	1728 EMERALD ISLE WAY	371.70
188-0-140-315	1730 EMERALD ISLE WAY	371.70
188-0-140-325	1732 EMERALD ISLE WAY	371.70
188-0-140-335	1734 EMERALD ISLE WAY	371.70
188-0-140-345	1736 EMERALD ISLE WAY	371.70
188-0-140-355	1738 EMERALD ISLE WAY	371.70
188-0-140-365	1740 EMERALD ISLE WAY	371.70
188-0-140-375	1742 EMERALD ISLE WAY	371.70
188-0-140-385	1746 EMERALD ISLE WAY	371.70
188-0-140-395	1748 EMERALD ISLE WAY	371.70
188-0-140-405	1750 EMERALD ISLE WAY	371.70
188-0-140-415	1752 EMERALD ISLE WAY	371.70
188-0-140-425	1754 EMERALD ISLE WAY	371.70
188-0-140-435	1756 EMERALD ISLE WAY	371.70
188-0-140-445	1758 EMERALD ISLE WAY	371.70
188-0-140-455	1760 EMERALD ISLE WAY	371.70
188-0-150-015	1800 EMERALD ISLE WAY	371.70
188-0-150-025	1802 EMERALD ISLE WAY	371.70
188-0-150-035	4203 HARBOUR ISLAND LN	371.70
188-0-150-045	4201 HARBOUR ISLAND LN	371.70
188-0-150-055	1743 PEARL WAY	371.70
188-0-150-065	1741 PEARL WAY	371.70
188-0-150-075	1725 PEARL WAY	371.70
188-0-150-085	1723 PEARL WAY	371.70
188-0-150-095	1721 PEARL WAY	371.70
188-0-150-105	1705 PEARL WAY	371.70
188-0-150-115	1703 PEARL WAY	371.70
188-0-150-125	1701 PEARL WAY	371.70
188-0-150-135	1804 EMERALD ISLE WAY	371.70
188-0-150-145	1806 EMERALD ISLE WAY	371.70
188-0-150-155	4207 HARBOUR ISLAND LN	371.70
188-0-150-165	4205 HARBOUR ISLAND LN	371.70
188-0-150-175	1747 PEARL WAY	371.70
188-0-150-185	1745 PEARL WAY	371.70
188-0-150-195	1731 PEARL WAY	371.70

**CITY OF OXNARD
WATERWAYS ASSESSMENT DISTRICT (MANDALAY BAY)
FISCAL YEAR 2017/18 ASSESSMENT ROLL**

Assessor's Parcel Number	Property Address	Fiscal Year 2017/18 Levy
188-0-150-205	1729 PEARL WAY	371.70
188-0-150-215	1727 PEARL WAY	371.70
188-0-150-225	1711 PEARL WAY	371.70
188-0-150-235	1709 PEARL WAY	371.70
188-0-150-245	1707 PEARL WAY	371.70
188-0-150-255	1808 EMERALD ISLE WAY	371.70
188-0-150-265	1810 EMERALD ISLE WAY	371.70
188-0-150-275	4211 HARBOUR ISLAND LN	371.70
188-0-150-285	4209 HARBOUR ISLAND LN	371.70
188-0-150-295	1751 PEARL WAY	371.70
188-0-150-305	1749 PEARL WAY	371.70
188-0-150-315	1737 PEARL WAY	371.70
188-0-150-325	1735 PEARL WAY	371.70
188-0-150-335	1733 PEARL WAY	371.70
188-0-150-345	1717 PEARL WAY	371.70
188-0-150-355	1715 PEARL WAY	371.70
TOTAL	875 Parcels	\$491,835.28



**CITY COUNCIL
AGENDA REPORT**

**TYPE OF ITEM: Public Hearing
AGENDA ITEM NO.: 4**

DATE: June 20, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Jim Throop
Chief Financial Officer

Deanne Purcell

SUBJECT: Ordering the Dissolution of Eighteen Landscape Maintenance Districts (5/5/5)

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

RECOMMENDATION:

That City Council hold a public hearing to receive public testimony regarding the dissolution of eighteen (18) of the City's Landscape Maintenance Districts for Fiscal Year 2017-2018 pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highway Code (commencing with Section 22500).

BACKGROUND

On May 20, 2015, the City contracted with NBS Government Finance Group, a firm specializing in the administration of California special financing districts to conduct an in-depth review and analysis of the City's Landscape Maintenance Districts ("Districts"). The NBS review found that improvements within eighteen (18) of the Districts were located entirely along major traffic corridors (note, three (3) of the Districts are currently self-maintained). The ongoing maintenance activities within the eighteen (18) Districts would also provide a high level of benefit to some property within proximity to the Districts, as well as visitors and individuals passing by the District. In order to reduce the burden on the Districts, on March 7, 2017 by Resolution No. 14,998, the City Council voted to remove the improvements along these major traffic corridors from the responsibility of the Districts and return them to the responsibility of the City, effective July 1, 2017.

Ordering the Dissolution of Eighteen Landscape Maintenance Districts (5/5/5)

June 20, 2017

Page 2

On June 6, 2017, the City Council adopted Resolution No. 15,022 declaring its intention to dissolve the eighteen (18) Districts, and set the public hearing for June 20, 2017.

Following the City Council's action at the public hearing on June 20, 2017, the City will cease to levy and collect assessments in those Districts.

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

FINANCIAL IMPACT

The financial impact will depend upon the level of maintenance for the improvements removed from the Districts, as determined by the City. The level of maintenance and associated costs are being researched and analyzed and will be brought back to the City Council at a later date as a budget amendment.

Per statute 22610 - Streets and Highways Code, in dissolution proceedings, the legislative body may dispense with the resolution and report required by Sections 22585 and 22586 and may initiate dissolution proceedings by the adoption of the resolution of intention. The legislative body may dispense with posted and mailed notice of hearing. If the legislative body orders the dissolution of an assessment district, any moneys in the improvement fund for the district shall be transferred to the general fund of the local agency. Within six (6) months of the end of Fiscal Year 2016/17, the City shall complete an analysis to determine the disbursement of the remaining funds, if any, within the eighteen (18) Districts.

ATTACHMENTS:

Attachment A: Resolution Intent to Dissolve

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
DECLARING THE INTENTION TO ORDER THE DISSOLUTION OF EIGHTEEN
(18) OF THE CITY'S LANDSCAPE MAINTENANCE DISTRICTS

WHEREAS, the City Council of the City of Oxnard (the "City Council") has by previous Resolutions formed landscape maintenance districts pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* (the "Act"); and

WHEREAS, the City Council has, by previous Resolutions approved or amended Final Engineer's Formation and/or Annual Levy Reports (hereafter referred to as the "Reports"); and,

WHEREAS, on March 7, 2017 by Resolution No. 14,998, the City Council approved the removal of all improvements from eighteen (18) landscape maintenance districts (collectively referred to as the "Districts"), the listing which is included in this Resolution as Exhibit A; and

WHEREAS, the City has transferred the maintenance responsibility of the improvements to the City to provide for the maintenance and servicing of the improvements which have previously been maintained via the Districts; and

WHEREAS, the City Council declares its intent to dissolve the Districts pursuant to Section 22610 of the Act, and cease the levy and collection of assessments against parcels of land within the Districts.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES:

1. **Intention:** Public interest and convenience requires, and it is the intention of this legislative body to dissolve the Districts, pursuant to the Act, as of July 1, 2017, for the following designated works of improvement and maintenance:
2. **Improvements:** The improvements authorized to be maintained are District-specific and vary between the Districts. The improvements being maintained may include, but are not limited to: ground cover, turf, trees, shrubs, the landscaped areas of detention basins, screen walls/fencing, park benches, trash containers, overhead structures, theme light poles, ornamental lighting, and sprinkler, irrigation and drainage systems, and may also include sidewalk and hardscape improvements along the landscaping, medians, entry monuments, mailboxes and associated appurtenant facilities. Park improvements, if applicable, vary by park and may include landscape and open space, playground structures, exercise stations, restrooms, benches, picnic tables, and litter receptacles.

Maintenance provided includes all necessary services, operations, administration and maintenance required to keep the above mentioned improvements in a healthy, vigorous and satisfactory condition which may include, but is not limited to: repair, removal or replacement of all or any part of the landscaping, sidewalks, medians, theme light poles or screen walls/fencing. Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, mowing, spraying, fertilizing and treating for disease or injury. The tree trimming may not occur on an annual basis; therefore, the assessed amount is for the average annual cost. Removal of trimmings, rubbish, graffiti, debris and other solid waste from the landscaped areas, detention basins and screen walls/fencing.

3. **Boundaries:** The boundaries of the Districts to be dissolved are the boundaries which the legislative body previously declared to benefited by said improvements, found in the assessment diagram previously approved by this legislative body, a copy of which is on file in the Office of the City Clerk and designated by the name of these Districts.
4. **Reports:** For a full and detailed description of the improvements, the boundaries of the Districts and any zones therein, and the prior assessments upon lots and parcels of land within the Districts, please refer to the Fiscal Year 2016/17 Consolidated Engineer's Report adopted by the City Council on June 21, 2016 by Resolution No. 14,943, on file in the Office of the City Clerk.
5. **Levy of Assessment:** The annual levy of assessments for the maintenance of the above work of improvements as set forth and described in the Reports shall cease, beginning in Fiscal Year 2017/18.
6. **Notice of Public Hearing:** Notice is hereby given that Tuesday, June 20, 2017 at 6:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the proposed dissolution of the Districts. Any interested person may file a written protest with the City Clerk prior to the conclusion of the Public Hearing, or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection and a protest by a property owner shall contain a description sufficient to identify the property owned by such property owner. At the Public Hearing, all interested persons shall be afforded the opportunity to hear and be heard. The City Clerk is hereby authorized and directed to give notice of such hearing as provided by law.

PASSED AND ADOPTED this 20th day of June, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

Exhibit A
LANDSCAPE MAINTENANCE DISTRICT LIST – DISSOLUTION

Note: The following is the list of Districts proposed to be dissolved, and is not inclusive of all City landscape maintenance districts.

District Name	Formation Date⁽¹⁾	Formation Resolution No.⁽¹⁾
Landscape Maintenance District No. 1 (Summerfield)	April 16, 1985	8809
Landscape Maintenance District No. 2 (Channel Islands Business Park)	August 6, 1985	8868
Landscape Maintenance District Nos. 7 and 8 (Northfield and Sea Gate Business Park)	March 27, 1987	9196 and 9197
Landscape Maintenance District No. 17 (Village of San Miguel)	July 21, 1992	10421
Landscape Maintenance District No. 18 (St. John's Regional Medical Center)	June 21, 1994	10753
Landscape Maintenance District No. 19 (Shopping at the Rose)	June 21, 1994	10754
Landscape Maintenance District No. 20 (Wallenius Vehicle Preparation Center)(Volvo Median)	June 21, 1994	10755
Landscape Maintenance District No. 21 (Cypress Pointe)	June 21, 1994	10756
Landscape Maintenance District No. 22 (McDonald's Median)	June 18, 1996	11070
Landscape Maintenance District No. 26 (Albertsons)	June 18, 1996	11074
Landscape Maintenance District No. 29 (Mercy Charities Housing Project)	July 1, 1997	11264
Landscape Maintenance District No. 35 (Airport Marina Center)	March 14, 2000	11706
Landscape Maintenance District No. 44 (American Pacific Homes – Channel Pointe)	January 28, 2003	12307
Landscape Maintenance District No. 45 (Channel Pointe)	January 28, 2003	12308
Landscape Maintenance District No. 48 (Victoria Estates)	June 3, 2003	12393
Landscape Maintenance District No. 56 (The Cottages)	May 9, 2006	13039
Landscape Maintenance District No. 57 (Golden State Self Storage)	July 11, 2006	13138
Landscape Maintenance District No. 57 (Golden State Self Storage) - APN 144-0-150-075 Annexation	September 12, 2006	13158
Landscape Maintenance District No. 59 (Orbela)	June 26, 2007	13327

(1) Source: City of Oxnard Resolution Initiating Proceedings for Fiscal Year 2017-18.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Public Hearing
AGENDA ITEM NO.: 5

DATE: June 20, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Ashley Golden
Development Services Director

SUBJECT: Planning and Zoning Permit Nos. 16-500-08 (Special Use Permit), 16-535-02 (Density Bonus), and 15-300-09 (Tentative Tract Map), "First and Hayes". Steven J Dwyer, Habitat for Humanity of Ventura County, 1850 Eastman Avenue, Oxnard, CA 93030. (5/5/10)

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

RECOMMENDATION:

That the City Council:

- a) Approve Planning and Zoning Permit No. 16-500-08 (Special Use Permit), subject to certain findings and conditions;
- b) Approve Planning and Zoning Permit No. 16-535-02 (Density Bonus), subject to certain findings and conditions; and
- c) Approve Planning and Zoning Permit No. 16-300-09 (Tentative Subdivision Map for Tract No. 5597), subject to certain findings and conditions.

BACKGROUND

On July 19, 2015, the City Council approved and authorized the Mayor to execute a HOME Participation Agreement (A-7897), an Affordable Housing Agreement (A-7898) and an Affordable Housing HOME Community Housing Development Organization (CHDO) SetAside Loan (A-7899) with Habitat for Humanity of Ventura County (HFHVC). These funds provide financing in the amount of \$577,148 for the construction of six single-family homes to be constructed on the project site. The residential units will provide affordable homeownership

A Request to Construct Six Affordable Single-Family Residences & Subdivide 5 Parcels into
(10/10/10)
June 20, 2017
Page 2

opportunities for six low-income ($\leq$ 80% Area Median Income) families. The City of Oxnard receives a direct allocation of HOME funds from the Department of Housing and Urban Development for the financing of affordable housing. Fifteen percent (15%) of these funds must be set-aside for the production of affordable housing by a CHDO. HFHVC is a CHDO certified organization by the City of Oxnard under the HOME program.

On December 29, 2016, the Applicant submitted Planning and Zoning Permit application numbers 16-500-08, 16-535-02, and 16-300-09 requesting approval of a Special Use Permit, Density Bonus, and Tentative Tract Map, respectively, to allow construction of six affordable single-family residences and to subdivide five parcels into six parcels on the 0.48 acre project site.

The proposed Project is located in the Commercial General (C-2) zoning district. Pursuant to City Code Section 16-136, through approval of a Special Use Permit residential uses are permitted in C-2 zone district under the development standards contained within the R-3 Garden Apartment Zone. The single-story homes will range from 1,368 to 1,653 square feet in size and are designed to front Hayes Street with rear access for two-car garage parking off of an existing alley. The project is consistent with most, but not all, of the applicable development standards. For those standards for which the project does not conform, the applicant requests three concessions pursuant to Government Code Section 65915(d). Although the Project includes a density bonus request pursuant to State density bonus law, no additional units are being requested.

For projects which provide affordable housing for families defined as low-, very low-, or moderate-income households, State density bonus law (Government Code § 65915-§ 65918) stipulates that additional dwelling units shall be allowed over the otherwise maximum allowable residential density identified in the General Plan. The number of additional dwelling units and development concessions are determined by the base zoning and the total of units that are deed restricted as very low, low, or moderate income units. Government Code §65915(f) provides the formula with which to calculate the density bonus. However, this Project does not request additional units allowed by the R-3 zoning and instead will provide affordable for-sale units to low-income ($\leq$ 80% Area Median Income) as defined by the Department of Housing and Urban Development. As such, the Applicant is seeking approval of three concessions which is the maximum allowed under the State density bonus law and the City's density bonus regulations (Oxnard City Code Section 16-410M). The concessions are as follows: 1) a reduction in the required rear yard setback from 25 feet to 10 feet; 2) a reduction in the required side yard setback from 10 feet to a range of 3 to 7 feet; and 3) a reduction in the required interior yard space requirement of 30% to a range between 0% and 4.5%. The City is required to grant the Density Bonus concessions except in the very narrow circumstances where a written finding based upon substantial evidence is made (Oxnard City Code Section 16-410(N)). All findings can be made for approval of the density bonus.

A Request to Construct Six Affordable Single-Family Residences & Subdivide 5 Parcels into
(10/10/10)
June 20, 2017
Page 3

The proposed Tentative Subdivision Tract Map No. 5997 (PZ No. 16-300-09) establishes six individual parcels improved with a single-family residence. The proposed project would connect to existing utilities and infrastructure located within First Street, Hayes Avenue and the existing alley. New infrastructure improvements are proposed for the street frontage including public sidewalks and parkways.

Based on California Environmental Quality Act (CEQA) Statute §21159.23, affordable housing projects on infill properties, such as the subject project, are statutorily exempt from CEQA review. Additionally, this Project is Categorical Exempt from CEQA pursuant to Section 15061 ("General Rule"), and Section 15332, Class 32 exemption (In-Fill Development) of the CEQA Guidelines. The justifications for these findings are contained within the Planning Commission Staff Report (Attachment G). A Notice of Exemption has been prepared and is attached as Attachment H.

A Community Workshop was conducted for the project on March 20, 2017. Approximately twenty-three individuals attended the Community Workshop with only one resident from La Colonia in attendance. The Applicant responded to concerns regarding property maintenance issues pertaining to a project that was believed to have been built by HFHVC located in South Oxnard. The Applicant was unfamiliar with any previous projects in Ventura County having maintenance issues but stated that maintenance of residential units is stipulated onto contracts entered with homeowners, and that the homeowner is contractually obligated to maintain the residence in good condition or be in violation of the contract. The individuals who raised the concern were satisfied with the Applicant's response and stated that they support the efforts made by HFHVC.

On May 4, 2017, the Planning Commission conducted a public hearing, received public testimony, and unanimously approved the Special Use Permit and Density Bonus Permit and recommend that the City Council approve the Tentative Tract Map. At the public hearing, two members of the public spoke before the Planning Commission supporting the project. The May 4, 2017 Planning Commission minutes are attached as Attachment F.

On May 16, 2017, the Development Services Director filed a Notice of Review requesting that the City Council review the Planning Commission's approval of the Special Use Permit and Density Bonus Permit to provide efficient and coordinated review of a multiple permit project.

A Request to Construct Six Affordable Single-Family Residences & Subdivide 5 Parcels into
(10/10/10)
June 20, 2017
Page 4

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

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

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

FINANCIAL IMPACT

There is no financial impact to the City at this time. The City Council previously approved an appropriation of \$577,149 on July 26, 2016 via agreements A-7897, A-7898 and A-7899.

ATTACHMENTS:

Attachment A_SUP

Attachment B_DB Resolution

Attachment C_TSM Resolution

Attachment D_Maps

Attachment E_Planning Commission Resolutions

Attachemnt F_May 4 2017 P.C. Draft Minutes

Attachment G_May 4 2017 P.C. Staff Report

Attachment H_Notice of Exemption

Attachment I_Reduced Project Plans

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD UPHOLDING PLANNING COMMISSION APPROVAL OF PLANNING AND ZONING PERMIT NO. 16-500-08 (SPECIAL USE PERMIT) TO AUTHORIZE THE CONSTRUCTION OF SIX AFFORDABLE SINGLE-FAMILY RESIDENCES AND ASSOCIATED SITE IMPROVEMENTS ON A PROPOSED 0.48-ACRE PARCEL LOCATED AT THE CORNER OF FIRST STREET AND HAYES AVENUE (APNS: 201-0-112-080; 090; 100; 110; 330), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT STEVEN J. DWYER, HABITAT FOR HUMANITY OF VENTURA COUNTY, 1850 EASTMAN AVENUE, OXNARD, CALIFORNIA 93030.

WHEREAS, on December 29, 2016, Designated Agent Steven J. Dwyer, Habitat for Humanity of Ventura County (HFHVC), (the “**Applicant**” and/or “**Permittee**”) submitted a request to allow construction of six affordable (low income) single-family residences and associated site improvements on a 0.48-acre property located at the corner of northwest corner of First Street and Hayes Avenue in La Colonia neighborhood; and

WHEREAS, On May 4, 2017, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing, approved Planning and Zoning Permit Nos. 16-500-08 (Special Use Permit); 16-535-02 (Density Bonus Permit); and recommended that the City Council approve 16-300-09 (Tentative Subdivision Map for Tract No. 5997) to allow the construction of six affordable (low income) single-family residences, and a Tentative Tract Map to subdivide five parcels into six parcels on a 0.48 parcel located at the corner of First Street and Hayes Avenue within the La Colonia neighborhood (the “**Project**”) in accordance with the Oxnard City Code; and

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a statutory exemption pursuant to §21159.23, and categorical exemptions pursuant to Sections 15061 (b)(3)(General Rule) and 15332 (In-fill) development projects, and satisfies all criteria for this exemptions, as described in the Planning Commission Staff Report; and

WHEREAS, The Planning Commission approvals of Planning and Zoning Permit Nos. 16-500-08 (Special Use Permit) and 16-535-02 (Density Bonus Permit) were appealed to the City Council in order to provide the Council with a sense of context and comprehensiveness of the remaining permit that makes up the application, including Planning and Zoning Permit 16-300-09 (Tentative Subdivision Map for Tract No. 5997).

WHEREAS, on June 20, 2017, the City Council has held a duly noticed public hearing, and received and reviewed all written and oral evidence related to the proposed Project; and

WHEREAS, the Project was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oxnard upholds the decision of the Planning Commission approving Planning and Zoning Permit No. 16-500-08 (Special Use Permit, for the reasons set forth and described in Planning Commission Resolution No. 2017-08, and subject to the conditions of approval therein.

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

(1) The proposed use is in conformance with the City of Oxnard 2030 General Plan and the elements thereof and other adopted standards.

The proposed land use of the project is of a single-family residence with associated site improvements, which is an allowed use per the Commercial General land use designation within the 2030 General Plan. The land use designation of Commercial General allows a maximum of 18 dwelling units per acre. The project site has an area of 0.48 acres which allows a maximum of eight residential units; however, the project is requesting to construct six residential units. The construction of the proposed single-story, single-family residences and associated improvements does not change the land use of the subject site. Additionally, the single-family residences have been designed to meet the required developments standards identified in the R-3 zone (Garden Apartment Zone) as prescribed in the General Commercial Zone (C-2) of the City of Oxnard City Code, with the exception of the three concessions that the project is requesting as part of the State's density bonus program. No specific plan is applicable to the subject site. Therefore, the proposed project is in compliance with the 2030 General Plan.

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

The proposed land use of the project is of a single-family residential use with associated site improvements, which is an allowed use per the Commercial General land use designation within the 2030 General Plan. The surrounding uses are characterized by residential uses, which are predominantly single-family residences. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. Therefore, the proposed use and improvements are not expected to have adverse effects or be materially detrimental the adjacent uses, buildings or structures or to the public health, safety or general welfare.

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

As proposed and conditioned, the project will meet the development standards of the R-3 zone (Garden Apartment Zone). However, the project is seeking three concessions allowed under the State's density bonus law that would: 1) a reduction in the required side yard setback from 10 feet to a range of 3 to 7 feet; 2) a reduction in the required rear yard setback from 25 feet to 10 feet; and 3) a reduction in the required interior yard space requirement of 30% to a range between 0% and 4.5%. The subject site is adequate in terms of size, and is designed to meet most of the development standards prescribed in the R-3 zone as stipulated in the C-2 zone requirements. Additionally, the project has been reviewed by the Development Advisory Committee and was determined that it would have no significant impact on the public health, safety, or welfare and the project plans have been reviewed by all applicable departments and outside agencies, which include the Oxnard Police and Fire Departments.

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

The project will be accessed from two existing streets, First Street and Hayes Avenue. Additionally, the driveways providing ingress and egress to the property are provided off of an alley accessed from First Street. As a result, the site has sufficient access to streets and highways that are adequate in size and existing intersections adjacent to the project site will operate at acceptable levels of service, as stipulated in the 2030 General Plan.

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

The Project is considered infill development that has been found to be consistent with anticipated development for this site. Furthermore, the Project will be served by existing water mains along Hayes Avenue and the existing alley. Sewer connections serving the proposed parcel will be provided by an existing line in East Hayes Avenue. In accordance with the Stormwater Quality Conditions of this Resolution, the Project's design will comply with stormwater control measures as required by the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit.

SECTION 2. The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is statutorily exempt from CEQA pursuant to §21159.23, affordable housing projects on infill properties and categorically exempt from CEQA pursuant to CEQA Guideline 15061(b)(3) and Section 15332 (In-Fill Development), Class 32 of the State CEQA Guidelines.

- a) **§21159.23 Low-Income Housing Exemption: In accordance to Statute §21159.23(1)&(2)(c) of the State CEQA Guidelines, affordable housing projects may be found to be exempt from the requirements of the California Environmental Quality Act (CEQA) if both of the following criteria are met:**

The project meets the requirements Statute §21159.23 because: (i) the Developer agrees to enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of the six residential units for a minimum term of 55 years; (ii) the Project meets all the requirements set forth by CEQA Section 21159.2; (iii) the project site was previously developed for commercial purposes; (vi) the project site does not exceed 5 acres (0.48 acres); (v) the City of Oxnard has a density greater of 2,500 people per square mile; (vi) the project will not cause cumulative impacts or unusual circumstances because it is being developed at a lower density than it is allowed; (vii) the project meets the definition of residential units.

- b) Section 15061 (“General Rule”): (b) A project is exempt from CEQA if: (3) the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.**

The Project is not subject to CEQA pursuant to Section 15061(b)(3) because: (i) the 2030 General Plan designates the land use as Commercial General, which allows residential development with a maximum density of 18 units per acre; (ii) the Project is being proposed at a density lower than the maximum allowed under the 2030 General Plan’s Program Environmental Impact Report (PEIR), which analyzed impacts related to anticipated buildout projected by the 2030 General Plan; and (iii) the Project would be adequately served by all required utilities and public services.

- c) Section 15332 (In-Fill Development) A Class 32 categorical exemption under CEQA Guidelines Section 15332 consists of projects characterized as in-fill development meeting the conditions described below:**

The proposed Project meets the requirements of a Class 32 categorical exemption because it: (i) is consistent with the City of Oxnard 2030 General Plan designation and all applicable General Plan policies for the reasons set forth below; (ii) occurs within the City limits on a site of no more than five acres; (iii) is located on a site with no value as habitat for endangered, rare or threatened species; (iv) would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) would be adequately served by all required utilities and public services.

Resolution No. 2017-
PZ 16-500-08 (Special Use Permit)
June 20, 2017
Page 5

PASSED AND ADOPTED by the City Council of the City of Oxnard on the 20th day of June 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD UPHOLDING PLANNING COMMISSION APPROVAL OF PLANNING AND ZONING PERMIT NO. 16-535-02 (DENSITY BONUS) TO ALLOW THE CONSTRUCTION OF SIX AFFORDABLE SINGLE-FAMILY RESIDENCES AND ASSOCIATED SITE IMPROVEMENTS ON A PROPOSED 0.48-ACRE PROJECT SITE LOCATED AT THE CORNER OF FIRST STREET AND HAYES AVENUE (APNS: 201-0-112-080; 090; 100; 110; 330), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT STEVEN J. DWYER, HABITAT FOR HUMANITY OF VENTURA COUNTY, 1850 EASTMAN AVENUE, OXNARD, CALIFORNIA 93030.

WHEREAS, on December 29, 2016, Designated Agent Steven J. Dwyer, Habitat for Humanity of Ventura County (HFHVC), (the “**Applicant**” and/or “**Permittee**”) submitted a request to allow construction of six affordable (low income) single-family residences and associated site improvements on a 0.48-acre property (APNs: 201-0-112-080; 090; 100; 110; 330) located at the corner of northwest corner of First Street and Hayes Avenue in La Colonia neighborhood; and

WHEREAS, On May 4, 2017, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing, approved Planning and Zoning Permit Nos. 16-500-08 (Special Use Permit); 16-535-02 (Density Bonus Permit); and recommended that the City Council approve 16-300-09 (Tentative Subdivision Map for Tract No. 5997) to allow the construction of six affordable (low income) single-family residences, and a Tentative Tract Map to subdivide five parcels into six parcels on a 0.48 parcel located at the corner of First Street and Hayes Avenue within the La Colonia neighborhood (the “**Project**”) in accordance with the Oxnard City Code; and

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a statutory exemption pursuant to §21159.23, and categorical exemptions pursuant to Sections 15061 (b)(3)(General Rule) and 15332 (In-fill) development projects, and satisfies all criteria for this exemptions, as described in the Planning Commission Staff Report; and

WHEREAS, The Planning Commission approvals of Planning and Zoning Permit Nos. 16-500-08 (Special Use Permit) and 16-535-02 (Density Bonus Permit) were appealed to the City Council in order to provide the Council with a sense of context and comprehensiveness of the remaining permit that makes up the application, including Planning and Zoning Permit 16-300-09 (Tentative Subdivision Map for Tract No. 5997).

WHEREAS, on June 20, 2017, the City Council has held a duly noticed public hearing, and received and reviewed all written and oral evidence related to the proposed Project; and

WHEREAS, the Project was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations; and

WHEREAS, the City Council finds, after due study, deliberation and public hearing, that the project meets the criteria set out in California Government Code § 65915-§ 65918 and to the City's Density Bonus and Related Incentives and Concessions Program (Division 7A-Ordinance No. 2912); and

WHEREAS, State Density Bonus Law 65915 requires that when a housing developer meets certain criteria for a density bonus that the local jurisdiction must grant one or more regulatory incentives or concessions (unless the city makes a written finding that the concessions or incentives are not required in order to provide for affordable housing costs as defined by state law); and

WHEREAS, the City Council finds that the Project meets all necessary criteria of Government Code Section 65915 to be considered eligible for incentives or concessions because the Developer has provided six affordable (low income) residential units; and

WHEREAS, the proposed project is requesting three regulatory concessions: 1) a reduction in the required side yard setback from 10 feet to a range of 3 to 7 feet; 2) a reduction in the required rear yard setback from 25 feet to 10 feet; and 3) a reduction in the required interior yard space requirement of 30% to a range between 0% and 4.5%; and

WHEREAS, the City Council finds that the incentives or concessions are not contrary to any federal or state law.

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

SECTION 1. The City Council of the City of Oxnard hereby grants the concessions listed above, subject to the conditions of approval listed below.

SECTION 2. The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is statutorily exempt from CEQA pursuant to §21159.23, affordable housing projects on infill properties and categorically exempt from CEQA pursuant to CEQA Guideline 15061(b)(3) and Section 15332 (In-Fill Development), Class 32 of the State CEQA Guidelines.

a) §21159.23 Low-Income Housing Exemption: In accordance to Statute §21159.23(1)&(2)(c) of the State CEQA Guidelines, affordable housing projects may be found to be exempt from the requirements of the California Environmental Quality Act (CEQA) if both of the following criteria are met:

The project meets the requirements Statute §21159.23 because: (i) the Developer agrees to enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of the six residential units for a minimum term of 55 years; (ii) the Project meets all the requirements set forth by CEQA Section 21159.2; (iii) the project site was

previously developed for commercial purposes; (vi) the project site does not exceed 5 acres (0.48 acres); (v) the City of Oxnard has a density greater of 2,500 people per square mile; (vi) the project will not cause cumulative impacts or unusual circumstances because it is being developed at a lower density than it is allowed; (vii) the project meets the definition of residential units.

- b) Section 15061 (“General Rule”): (b) A project is exempt from CEQA if: (3) the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.**

The Project is not subject to CEQA pursuant to Section 15061(b)(3) because: (i) the 2030 General Plan designates the land use as Commercial General, which allows residential development with a maximum density of 18 units per acre; (ii) the Project is being proposed at a density lower than the maximum allowed under the 2030 General Plan’s Program Environmental Impact Report (PEIR), which analyzed impacts related to anticipated buildout projected by the 2030 General Plan; and (iii) the Project would be adequately served by all required utilities and public services.

- c) Section 15332 (In-Fill Development) A Class 32 categorical exemption under CEQA Guidelines Section 15332 consists of projects characterized as in-fill development meeting the conditions described below:**

The proposed Project meets the requirements of a Class 32 categorical exemption because it: (i) is consistent with the City of Oxnard 2030 General Plan designation and all applicable General Plan policies for the reasons set forth below; (ii) occurs within the City limits on a site of no more than five acres; (iii) is located on a site with no value as habitat for endangered, rare or threatened species; (iv) would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) would be adequately served by all required utilities and public services.

SECTION 3. Based on the findings set forth herein, the City Council approves Planning and Zoning Permit (PZ) 16-535-02 (Density Bonus), granting of three regulatory concessions: 1) a reduction in the required side yard setback from 10 feet to a range of 3 to 7 feet; 2) a reduction in the required rear yard setback from 25 feet to 10 feet; and 3) a reduction in the required interior yard space requirement of 30% to a range between 0% and 4.5% to six affordable single-family residences, subject to the Conditions of Approval listed in Planning Commission Resolution 2017-09.

Resolution No. 2017-
PZ 16-535-02 (Density Bonus Permit)
June 20, 2017
Page 4

PASSED AND ADOPTED by the City Council of the City of Oxnard on the 20th day of June 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD TO ADOPT A RESOLUTION APPROVING PLANNING AND ZONING PERMIT NO. 16-300-09 (TENTATIVE SUBDIVISION MAP FOR TRACT NO. 5997), FOR PROPERTY BOUNDED BY FIRST STREET, HAYES AVENUE AND AN ALLEY (APNS: 201-0-112-080;090;100;110;330). FILED BY STEVEN J. DWYER, HABITAT FOR HUMANITY OF VENTURA COUNTY, 1850 EASTMAN AVENUE, OXNARD, CA 93030.

WHEREAS, on June 20, 2017 the City Council of the City of Oxnard (“**City Council**”) conducted a duly noticed public hearing to consider the Applicant’s request to approve Planning and Zoning Permit No. 16-300-09 (Tentative Subdivision Map for Tract No. 5997) to subdivide five existing parcels into six parcels on a 0.48 project site for the purposes of constructing six single-family residences (the “**Subdivision**”) in accordance with Section 15-40 of Oxnard City Code; and

WHEREAS, On May 4, 2017, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing, approved Planning and Zoning Permit Nos. 16-500-08 (Special Use Permit); 16-535-02 (Density Bonus Permit); and recommended that the City Council approve 16-300-09 (Tentative Subdivision Map for Tract No. 5997) to allow the construction of six affordable (low income) single-family residences, and a Tentative Tract Map to subdivide five parcels into six parcels on a 0.48 parcel located at the corner of First Street and Hayes Avenue within the La Colonia neighborhood (the “**Project**”); and .

WHEREAS, the City Council has held a duly noticed public hearing, and received and reviewed all written and oral evidence related to the proposed Project in accordance with the Oxnard City Code; and

WHEREAS, the Planning and Environmental Services Division has determined that the impacts of the Project were previously analyzed by Environmental Impact Report No 09-01, certified for the 2030 General Plan, as described in the City Council Staff Report.

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a statutory exemption pursuant to §21159.23, and categorical exemptions pursuant to Sections 15061 (b)(3)(General Rule) and 15332 (In-fill) development projects, and satisfies all criteria for this exemptions, as described in the Planning Commission and City Council Staff Report; and

WHEREAS, the comments of the City Council members, members of the public, and interested groups and agencies have been adequately responded to; and

WHEREAS, the City Council finds that the Tentative Map complies with all requirements of the Subdivision Map Act and the Oxnard City Code; and

WHEREAS, the City Council finds that the Tentative Map, the proposed site, and the design

Resolution No. 2017-
PZ 16-300-09
June 20, 2017
Page 2

and improvement of the development requested are consistent with the General Plan; and

WHEREAS, the City Council finds that the proposed site is suitable for the type and density of development requested and is not likely to cause substantial environmental damage, serious public health problems or conflict with any publicly acquired easements or access; and

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

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

(1) That the proposed map is consistent with the City of Oxnard 2030 General Plan and any applicable specific plan.

The proposed Tentative Parcel Map is consistent with the policies and provisions of the City of Oxnard 2030 General Plan because the proposed land use of the project is of a single-family residential use, which is an allowed use pursuant to the Commercial General land use designation within the 2030 General Plan. The land use designation of Commercial General allows a maximum of 18 dwelling units per acre. The project site has an area of 0.48 acres which allows a maximum of eight residential units; however, the project is requesting to construct six residential units. The construction of the proposed single-story, single-family residences and associated improvements does not change the land use of the subject site. Additionally, the single-family residences have been designed to meet the required developments standards identified in the R-3 zone (Garden Apartment Zone) as prescribed in the General Commercial Zone (C-2), with the exception of the three concessions that the project is allotted pursuant to the State's density bonus law. No specific plan is applicable to the subject site. Therefore, the project meets this finding.

(2) That the design or improvement of the proposed subdivision is consistent with the City of Oxnard 2030 General Plan and any applicable specific plan.

The design and improvement of the proposed six parcel division is consistent with applicable provisions of the City of Oxnard 2030 General Plan because the proposed lot division for single-family residential use supports the proposed development improvements, with the required infrastructure. Additionally, each parcel included in the proposed subdivision has been designed to meet the required minimum lot area identified in the R-3 zone (Rose Garden Apartment Zone) as prescribed in the General Commercial Zone (C-2). No specific plan is applicable to the subject site.

(3) That the site is physically suitable for the type of development.

The site is physically suitable for the proposed type of development because the division of land includes proposed development that is consistent with the General Commercial (C-2) zoning standards. As proposed and conditioned, the project will meet the development standards of the General Commercial (C-2) zone, which require residential uses to be designed pursuant to the R-3 development standards such as: parking, minimum lot area, density, front yard setback and height. However, the project is seeking three concessions allowed under the State's density bonus law that would: 1) a reduction in the required side yard setback from 10 feet to a range of 3 to 7 feet; 2) a reduction in the required rear yard setback from 25 feet to 10 feet; and 3) a reduction in the required interior yard space requirement of 30% to a range between 0% and 4.5%. The subject site is adequate in terms of size, and is designed to meet most of the development standards prescribed in the R-3 zone as stipulated in the C-2 zone requirements. Additionally, the project has been reviewed by the Development Advisory Committee and was determined that it would have no significant impact on the public health, safety, or welfare and the project plans have been reviewed by all applicable departments and outside agencies, which include the Oxnard Police and Fire Departments.

(4) That the site is physically suitable for the proposed density of development.

The site is physically suitable for the proposed density of the development because the Project is being designed to be in conformance with the density allowed under the Commercial General land use designation within the 2030 General Plan. The land use designation of Commercial General allows a maximum of 18 dwelling units per acre. The project site has an area of 0.48 acres which allows a maximum of eight residential units; however, the project is requesting to construct six residential units. As such, the Project meets this finding.

(5) That the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage nor likely to substantially and avoidably injure fish or wildlife or their habitat.

The design of the proposed land division and parcel improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because it is located within a developed urban area of the City that contains no environmentally sensitive habitat and/or species identified in the 2030 General Plan or any other state and federal document. Therefore, the Project meets this finding.

(6) That the design of the subdivision or type of improvements is not likely to cause serious public health problems.

The design of the proposed land division and parcel improvements is not likely to cause serious public health problems because the Project conforms to the uses intended with General Commercial (C-2) zone. The proposed land use of the project is of a single-family residential use, which is an allowed use under the Commercial

General land use designation within the 2030 General Plan. The surrounding uses are characterized by residential uses, which are predominantly single-family residences. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. Additionally, the project has been reviewed by the Development Advisory Committee and was determined that it would have no significant impact on the public health, safety, or welfare and the project plans have been reviewed by all applicable departments and outside agencies, which include the Oxnard Police and Fire Departments. Consequently, this project meets this finding.

- (7) **That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; provided, however, that approval may be granted if it is found that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to the ones previously acquired by the public.**

The design of the proposed land division and parcel improvements will not conflict with easements because the majority of the Project site is currently vacant with a small commercial building proposed to be removed as part of the project; and there is no through access serving adjacent properties or right-of-ways. As such, this Project meets this finding.

SECTION 2. The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is statutorily exempt from CEQA pursuant to §21159.23, affordable housing projects on infill properties and categorically exempt from CEQA pursuant to CEQA Guideline 15061(b)(3) and Section 15332 (In-Fill Development), Class 32 of the State CEQA Guidelines.

- a) §21159.23 Low-Income Housing Exemption: In accordance to Statute §21159.23(1)&(2)(c) of the State CEQA Guidelines, affordable housing projects may be found to be exempt from the requirements of the California Environmental Quality Act (CEQA) if both of the following criteria are met:**

The project meets the requirements Statute §21159.23 because: (i) the Developer agrees to enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of the six residential units for a minimum term of 55 years; (ii) the Project meets all the requirements set forth by CEQA Section 21159.2; (iii) the project site was previously developed for commercial purposes; (vi) the project site does not exceed 5 acres (0.48 acres); (v) the City of Oxnard has a density greater of 2,500 people per square mile; (vi) the project will not cause cumulative impacts or unusual circumstances because it is being developed at a lower density than it is allowed; (vii) the project meets the definition of residential units.

- b) Section 15061 (“General Rule”): (b) A project is exempt from CEQA if: (3) the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.**

The Project is not subject to CEQA pursuant to Section 15061(b)(3) because: (i) the 2030 General Plan designates the land use as Commercial General, which allows residential development with a maximum density of 18 units per acre; (ii) the Project is being proposed at a density lower than the maximum allowed under the 2030 General Plan’s Program Environmental Impact Report (PEIR), which analyzed impacts related to anticipated buildout projected by the 2030 General Plan; and (iii) the Project would be adequately served by all required utilities and public services.

- c) Section 15332 (In-Fill Development) A Class 32 categorical exemption under CEQA Guidelines Section 15332 consists of projects characterized as in-fill development meeting the conditions described below:**

The proposed Project meets the requirements of a Class 32 categorical exemption because it: (i) is consistent with the City of Oxnard 2030 General Plan designation and all applicable General Plan policies for the reasons set forth below; (ii) occurs within the City limits on a site of no more than five acres; (iii) is located on a site with no value as habitat for endangered, rare or threatened species; (iv) would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) would be adequately served by all required utilities and public services.

SECTION 3. Based on the findings set forth herein, the City Council of the City of Oxnard recommends to the City Council approval of Planning and Zoning Permit No. 16-300-09 (Tentative Subdivision Map for Tract No. 5997), subject to the attached conditions of approval.

SECTION 4. The Secretary shall certify the adoption of this Resolution.

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

CONDITIONS OF APPROVAL

Note:

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

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

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, G-1).
2. Developer shall complete the “Notice of Land Use Restrictions and Conditions” form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits for the Phase I development, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)

DEVELOPMENT SERVICES DEPARTMENT STANDARD CONDITIONS

3. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal for each Project Phase and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
4. Developer shall have the site improvement plans prepared using standard Development Services Division format(s) by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Development Services Division. (DS-3)
5. Prior to approval of each development phase or as otherwise directed by the City Engineer, Developer shall submit improvement plans and drainage calculations demonstrating that storm

drain runoff from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)

6. During each Project phase, Developer shall replace all broken, uplifted, or missing curb, gutter, or sidewalk along the street frontage(s) of the project and shall reconstruct curb, gutter, and sidewalk segments in between broken, uplifted, or missing curb, gutter, or sidewalk segments at the direction of the City Engineer to achieve a uniform appearance and consistent design. (DS-6)
7. Prior to approval of the Phase I DDR, Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
8. Prior to approval of the Phase I DDR, a California licensed civil engineer shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Submittal shall include, but not necessarily be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans, construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not approve a final map nor issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans to the satisfaction of the City Engineer. (DS-15)
9. Prior to issuance of the Phase I site improvement permit, Developer shall provide to the Development Services Division a compact Disc (CD) containing digital copies of all project maps, address map, and/or civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction. (DS-16)
10. Developer agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Developer's expense, City and its agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided for in Government Code Section 66499.37, to attack, review, set aside, void or annul the approval of this resolution or to determine the reasonableness, legality or validity of any condition attached thereto. City shall promptly notify Developer of any such claim, action or proceeding of which City receives notice, and City will cooperate fully with Developer in the defense thereof. Developer shall reimburse City for any court costs and attorney's fees that City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Developer of the obligations of this condition. Developer's acceptance of this

resolution or commencement of construction or operations under this resolution shall be deemed to be acceptance of all conditions thereof. (DS-18)

11. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)
12. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
13. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
14. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
15. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)
16. Prior to approval of the final map, Developer shall provide the City Engineer with written evidence from the Ventura County Clerk's Office that Developer has executed and filed with the Clerk all certificates, statements and securities required by Government Code Sections 66492 and 66493. (DS-26)
17. "Standard Specifications for Public Works Construction" latest edition (including modifications thereto by City) and applicable City Standard Plates and Design Criteria shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)
18. Developer shall retain a California licensed Civil Engineer to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified

"as-built" plans after project completion. Developer's submittal of certified "as-built" plans is a condition of City's final acceptance of the project and release of any associated security. (DS-29)

19. All grading shall conform to City's standard grading notes, City Code, and recommendations of Developer's soils engineer as approved by the City Engineer. (DS-30)
20. Developer shall construct sufficient drainage facilities concurrent with rough grading operations to mitigate any potential flooding or erosion affecting adjacent properties and public rights-of-way. (DS-31)
21. Developer shall design all slopes steeper than 5 (horizontal) to 1 (vertical) with a minimum 18 inch wide level area (at both top and bottom of slope) where it adjoins a wall, fence, sidewalk, trail, curb or similar improvement. (DS-32)
22. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
23. Developer shall dedicate to the City all water rights for the project property by title sheet dedication on the final map or parcel map. (DS-39)
24. Developer shall install water mains, fire hydrants and water services in conformance with City standard plates, design criteria and specifications as directed by the City Engineer. (DS-41)
25. Developer shall install adequately sized water services and meters to each lot or unit in accordance with City standards in effect at the time of building permit issuance. There shall be no interconnections between structures. (DS-42)
26. Street and road improvements shall conform to City standard plates, design criteria and policies. Improvements shall include upgrading of existing pavement along the project frontage to City standards by removing and replacing or overlaying, as directed by the City Engineer. (DS-51)
27. Developer shall install all water, gas, sewer, storm drain, electrical, cable television, and telephone lines before any paving is placed. (DS-54)
28. Prior to release of the final map or parcel map for recordation, Developer shall provide the City Engineer with a 100-scale base map for addressing purposes. The map shall be drawn on 18-inch by 24-inch mylar and shall show the standard address map title block, north arrow, street names, tract number, phase boundary and lot numbers. The City will assign all addresses. (DS-56)

Resolution No. 2017-
 PZ 16-300-09
 June 20, 2017
 Page 10

29. Prior to release of the final map or parcel map for recordation, Developer shall post security satisfactory to the City Attorney guaranteeing that all survey monuments will be set as required by the Government Code and the City Code. (DS-57)
30. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
31. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)
32. Using forms provided by the Development Services Division, Developer shall submit a stormwater quality control measures maintenance and operations plan ("the Plan") for this project. If the BMPs implemented with this project include proprietary products that require regular replacement and/or cleaning, Developer shall provide proof of a contract with an entity qualified to provide such periodic maintenance. The property owner is responsible for the long-term maintenance and operation of all BMPs included in the project design. Upon request by City, property owner shall provide written proof of ongoing BMP maintenance operations. No grading or building permit shall be issued until the Development Services Manager approves the Plan and Developer provides an executed copy of the City's stormwater covenant with the Plan included as an exhibit for recordation by the City. (DS-82)
33. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Developer shall prepare a Local Stormwater Pollution Prevention Plan ("Local SWPPP"). The Local SWPPP shall be developed and implemented in accordance with requirements of the Ventura Countywide MS4 Permit. The Local SWPPP shall be approved by the City Engineer prior to issuance of a site improvement/grading permit. Developer shall keep the Local SWPPP updated to reflect current site conditions and a copy of the Local SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS-87)

DEVELOPMENT SERVICES DEPARTMENT SPECIAL CONDITIONS

34. Developer shall abandon existing utility laterals (water and wastewater) that are not proposed for use by the project by disconnecting them at the main. Developer shall inspect (video) any existing laterals proposed for reuse and obtain City approval of lateral integrity prior to connection. (DS)
35. Developer shall dedicate 6 feet of right-of-way to the City along the existing adjoining public alley.
36. Developer shall remove and reconstruct the full width of the existing public alley along the project frontage to provide a standard 20 foot wide alley section with a concrete center ribbon

Resolution No. 2017-
 PZ 16-300-09
 June 20, 2017
 Page 11

gutter per City Standard Plate 117. These improvements shall include reconstruction of the alley entrance at First Street to accommodate the new width and to provide an ADA compliant pedestrian path across the alley entrance. The alley entrance shall be constructed similar to City standard plate 115. (DS)

37. Developer shall provide 'R-Value' tests and compaction test results for the reconstructed alley. Determination of the alley structural section shall be based on City's design procedure, 'R-Value' tests of in-place soils, and approved traffic indices. (DS)
38. Developer shall relocate the existing power poles along the project alley frontage to the edge of the widened alley or to another location approved by the Development Services Manager. (DS)
39. Developer shall remove the existing sidewalk along the Hayes Avenue frontage of the project and construct a new unobstructed 5 foot wide sidewalk behind a 5 foot wide landscaped parkway. (DS)
40. Developer shall remove the existing sidewalk along the First Street frontage of the project and construct a new unobstructed 5 foot wide sidewalk behind a 5 foot wide landscaped parkway. These improvements shall include construction of a Case A, Type 3 disabled access ramp at the corner of First and Hayes. (DS)
41. Developer shall dedicate to the City any additional right-of-way required to encompass the new sidewalk and disabled access ramp. (DS)
42. Developer shall dedicate to the City a waterline easement encompassing the proposed water meters along the alley. The easement shall be included on the project final map. (DS)
43. The development has been determined to be exempt from the stormwater quality requirements of the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system (MS4) permit for new development and redevelopment projects based on the applicability criteria of subpart 4.E.II of Order R4-2010-0108. (DS)

PLANNING DIVISION SPECIAL CONDITIONS

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

[SIGNATURES ON FOLLOWING PAGE]

*Resolution No. 2017-
PZ 16-300-09
June 20, 2017
Page 12*

PASSED AND ADOPTED by the City Council of the City of Oxnard on the 20th day of June 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

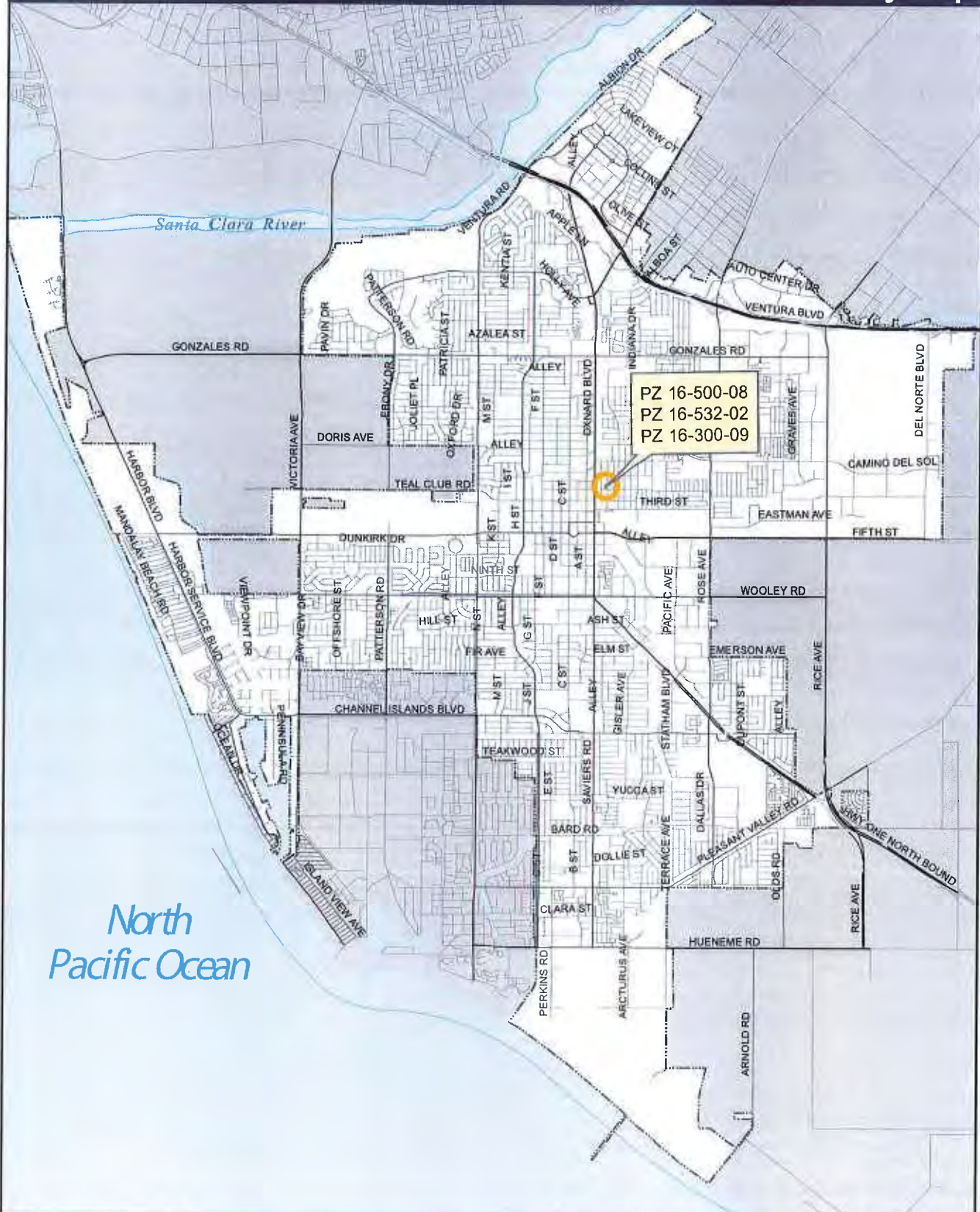
ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Vicinity Map



2030 General Plan Land Use Map



Oxnard Planning
March 9, 2017

PZ 16-500-08, 16-532-02, 16-300-09
Location: Corner of First St & Hayes Ave,
APN: 2010112080, 2010112090,
2010112100, 2010112110, 2010112330

Habitat for Humanity

0 25 50 100 150 200 Feet

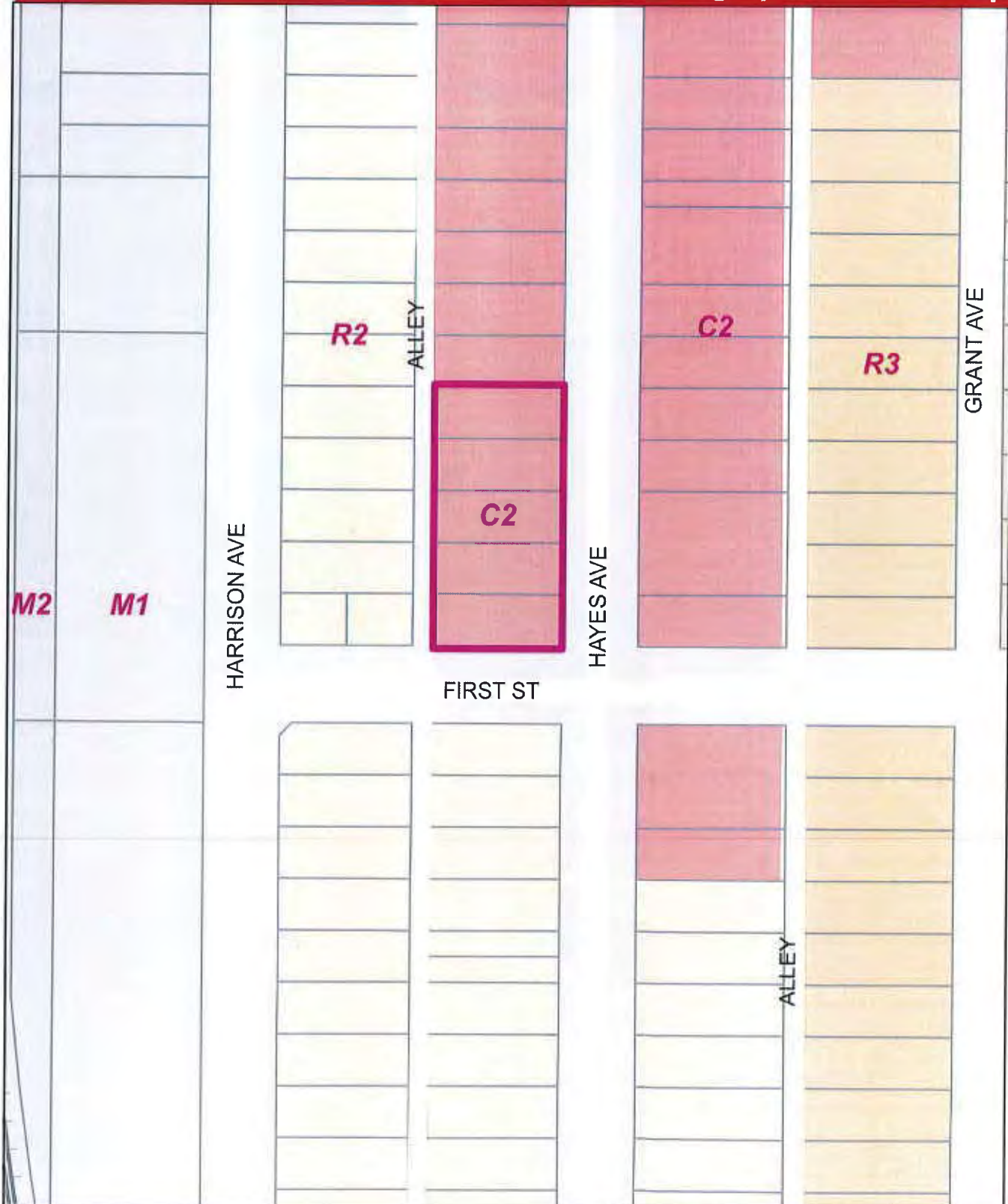
2030 General Plan Land Use Map



1:1,250

Packet Pg. 180

Zoning/Specific Plan Map



Oxnard Planning

March 15, 2017

PZ 16-500-08, 16-532-02, 16-300-09
 Location: Corner of First St & Hayes Ave.
 APN: 2010112080, 2010112090,
 2010112100, 2010112110, 2010112330
 Habitat for Humanity

0 25 50 100 150 200 Feet

Zoning/Specific Plan Map



RESOLUTION NO. 2017-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 16-500-08 (SPECIAL USE PERMIT) TO ALLOW THE CONSTRUCTION OF SIX AFFORDABLE SINGLE-FAMILY RESIDENCES AND ASSOCIATED SITE IMPROVEMENTS ON A PROPOSED 0.48-ACRE PARCEL LOCATED AT THE CORNER OF FIRST STREET AND HAYES AVENUE (APNS: 201-0-112-080; 090; 100; 110; 330), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT STEVEN J. DWYER, HABITAT FOR HUMANITY OF VENTURA COUNTY, 1850 EASTMAN AVENUE, OXNARD, CALIFORNIA 93030.

WHEREAS, on December 29, 2016, Designated Agent Steven J. Dwyer, Habitat for Humanity of Ventura County (HFHVC), (the “Applicant” and/or “Permittee”) submitted a request to allow construction of six affordable (low income) single-family residences and associated site improvements on a 0.48-acre property located at the corner of northwest corner of First Street and Hayes Avenue in La Colonia neighborhood; and

WHEREAS, on May 4, 2017, the Planning Commission of the City of Oxnard (“Planning Commission”) conducted a duly noticed public hearing to consider Applicant’s request to approve Planning and Zoning Permit No. 16-500-08 (Special Use Permit) to allow the construction of six affordable (low income) single-family residences and associated site improvements on a 0.48-acre property located at the corner of First Street and Hayes Avenue in La Colonia neighborhood (the “Project”) in accordance with Section 16-530 through 16-553 of Oxnard City Code; and

WHEREAS, the Planning and Environmental Services Division has determined that the impacts of the Project were previously analyzed by Environmental Impact Report No. 09-01, certified for the 2030 General Plan, as described in the Planning Commission Staff Report; and

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a statutory exemption pursuant to §21159.23, and categorical exemptions pursuant to Sections 15061 (b)(3)(General Rule) and 15332 (In-fill) development projects, and satisfies all criteria for this exemptions, as described in the Planning Commission Staff Report.

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

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

- (1) **The proposed use is in conformance with the City of Oxnard 2030 General Plan and the elements thereof and other adopted standards.**

The proposed land use of the project is of a single-family residence with associated site improvements, which is an allowed use per the Commercial General land use designation within the 2030 General Plan. The land use designation of Commercial General allows a maximum of 18 dwelling units per acre. The project site has an area of 0.48 acres which allows a maximum of eight residential units; however, the project is requesting to construct six residential units. The construction of the proposed single-story, single-family residences and associated improvements does not change the land use of the subject site. Additionally, the single-family residences have been designed to meet the required developments standards identified in the R-3 zone (Garden Apartment Zone) as prescribed in the General Commercial Zone (C-2) of the City of Oxnard City Code, with the exception of the three concessions that the project is requesting as part of the State's density bonus program. No specific plan is applicable to the subject site. Therefore, the proposed project is in compliance with the 2030 General Plan.

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

The proposed land use of the project is of a single-family residential use with associated site improvements, which is an allowed use per the Commercial General land use designation within the 2030 General Plan. The surrounding uses are characterized by residential uses, which are predominantly single-family residences. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. Therefore, the proposed use and improvements are not expected to have adverse effects or be materially detrimental the adjacent uses, buildings or structures or to the public health, safety or general welfare.

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

As proposed and conditioned, the project will meet the development standards of the R-3 zone (Garden Apartment Zone) However, the project is seeking three concessions allowed under the State's density bonus law ~~that would~~: 1) a reduction in the required side yard setback from 10 feet to a range of 3 to 7 feet; 2) a reduction in the required rear yard setback from 25 feet to 10 feet; and 3) a reduction in the required interior yard space requirement of 30% to a range between 0% and 4.5%. The subject site is adequate in terms of size, and is designed to meet most of the development standards prescribed in the R-3 zone as stipulated in the C-2 zone requirements. Additionally, the project has been reviewed by the Development Advisory Committee and was determined that it would have no significant impact on the public health, safety, or welfare and the project plans have been reviewed by all

applicable departments and outside agencies, which include the Oxnard Police and Fire Departments.

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

The project will be accessed from two existing streets, First Street and Hayes Avenue. Additionally, the driveways providing ingress and egress to the property are provided off of an alley accessed from First Street. As a result, the site has sufficient access to streets and highways that are adequate in size and existing intersections adjacent to the project site will operate at acceptable levels of service, as stipulated in the 2030 General Plan.

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

The Project is considered infill development that has been found to be consistent with anticipated development for this site. Furthermore, the Project will be served by existing water mains along Hayes Avenue and the existing alley. Sewer connections serving the proposed parcel will be provided by an existing line in East Hayes Avenue. In accordance with the Stormwater Quality Conditions of this Resolution, the Project's design will comply with stormwater control measures as required by the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit.

SECTION 2. The Planning Commission, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is statutorily exempt from CEQA pursuant to §21159.23, affordable housing projects on infill properties and categorically exempt from CEQA pursuant to CEQA Guideline 15061(b)(3) and Section 15332 (In-Fill Development), Class 32 of the State CEQA Guidelines.

- a) §21159.23 Low-Income Housing Exemption: In accordance to Statute §21159.23(1)&(2)(c) of the State CEQA Guidelines, affordable housing projects may be found to be exempt from the requirements of the California Environmental Quality Act (CEQA) if both of the following criteria are met:**

The project meets the requirements Statute §21159.23 because: (i) the Developer agrees to enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of the six residential units for a minimum term of 55 years; (ii) the Project meets all the requirements set forth by CEQA Section 21159.2; (iii) the project site was previously developed for commercial purposes; (iv) the project site does not exceed 5 acres (0.48 acres); (v) the City of Oxnard has a density greater of 2,500 people per square mile; (vi) the project will not cause cumulative impacts or unusual circumstances because it is being developed at a lower density than it is allowed; (vii) the project meets the definition of residential units.

- b) Section 15061 (“General Rule”):** (b) A project is exempt from CEQA if: (3) the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

The Project is not subject to CEQA pursuant to Section 15061(b)(3) because: (i) the 2030 General Plan designates the land use as Commercial General, which allows residential development with a maximum density of 18 units per acre; (ii) the Project is being proposed at a density lower than the maximum allowed under the 2030 General Plan’s Program Environmental Impact Report (PEIR), which analyzed impacts related to anticipated buildout projected by the 2030 General Plan; and (iii) the Project would be adequately served by all required utilities and public services.

- c) Section 15332 (In-Fill Development) A Class 32 categorical exemption under CEQA Guidelines** Section 15332 consists of projects characterized as in-fill development meeting the conditions described below:

The proposed Project meets the requirements of a Class 32 categorical exemption because it: (i) is consistent with the City of Oxnard 2030 General Plan designation and all applicable General Plan policies for the reasons set forth below; (ii) occurs within the City limits on a site of no more than five acres; (iii) is located on a site with no value as habitat for endangered, rare or threatened species; (iv) would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) would be adequately served by all required utilities and public services.

SECTION 3. Based on the findings set forth herein, the Planning Commission hereby approves Planning and Zoning Permit 16-500-08 (Special Use Permit), subject to the attached conditions of approval.

SECTION 4. The decision of the Planning Commission shall be final unless an appeal of the action is filed in accordance with the provisions of Section 16-545 of the Oxnard City Code.

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

CONDITIONS OF APPROVAL

Note:

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

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

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated March 27, 2017, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager ("Planning Manager") or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)
3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL, *G-3*)
4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, *G-4*)

5. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
6. Developer agrees, as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. (CA, G-6)
7. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, G-7)
8. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
9. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, G-9)
10. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Except as provided in the sign permit, Developer may not change any signs on the project property. (PL/B, G-10)
11. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
12. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
13. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)
14. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)
15. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, G-15).

LANDSCAPE STANDARD CONDITIONS

16. Prior to submittal of landscape and irrigation plans, Developer shall obtain approval of the Planning Manager or designee of a plan showing on the project property all existing trees and identifying the trees to be saved, transplanted or removed. (PK, PK-1)
17. Prior to issuance of building permits or the proposed use is initiated, whichever comes first, Developer shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/DS, PK-2)
18. Prior to issuance of a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, PK-3)
19. Developer shall properly maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Developer to do so may result in the revocation of this permit and initiation of legal proceedings against Developer to ensure compliance (PK, PK-4)
20. Prior to the issuance of City issues a certificate of occupancy, Developer shall provide a watering schedule to the building owner or manager and to Planning Division or designee. The irrigation system shall include automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK, PK-5)
21. At the time of planting, Developer shall provide at least 24-ince box size for all new trees planted on the subject property by. All shrubs and vines planted under the subject permit by the Developer shall be at least five-gallon size, except as otherwise specified by this permit. (PK, PK-6)
22. Developer shall offer a low water-use front yard landscape option to buyers at no extra cost. Developer shall also provide low water-use landscape literature to each buyer. (PK, PK-8)
23. Developer's landscape plans for houses shall show, where appropriate, a typical landscape and irrigation treatment for north, south, east or west site orientation, for corner lots as well as internal lots. (PK, PK-9)
24. Developer shall provide an automatic irrigation controller and a written seasonal watering schedule for all front yard and street side yard landscaping. The watering schedule shall include variations for seasonal changes, sun and shade exposure of plants, type of plants, duration and frequency of irrigation, and suggestions as to how to conserve water. As part of the landscape plan check submittal process, the Parks and Facilities Superintendent shall review the sufficiency of instructions for the operation of the irrigation controller and the watering schedule cycles. (PK, PK-11)

25. At the close of escrow or at the time of occupancy of each dwelling unit, Developer shall review with and provide instructions to each buyer concerning the irrigation controller operation and the watering schedules. (PK, PK-12)
26. Developer shall install sod/artificial in the lawn areas of all front yards and street side yards. (PK, PK-13)
27. Developer agrees that the project has aesthetic impacts arising from conversion of undeveloped land to developed land, which the landscaping improvements for the project are intended to mitigate. Developer further agrees that the landscaping improvements must be maintained in order to continue to mitigate such impacts. In order to provide for such maintenance, Developer has agreed to enter into an agreement with the City to cast a ballot in favor of formation of an assessment district to fund such maintenance and in favor of assessments on the project property. In the event that such an assessment district is not formed, Developer agrees to establish a homeowners' association for the project as directed by the City, to fund such maintenance. Before or during escrow for the sale of property within the project, Developer shall provide each buyer with a document disclosing, in large type, that the project property is subject to annual assessments for landscape maintenance, and stating the probable range of dollar amounts of such assessments for the next fiscal year. To confirm that the buyer has read the document, Developer shall require the buyer to sign the document. Developer shall retain all such documents for at least three years and shall allow the City to inspect and copy all such documents upon reasonable request. (PK, PK-18)
28. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, PK-22)
29. At time of submittal to the Building and Engineering Division for plan check, Developer's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK, PK-23)
30. Developer shall include a note on the Landscape Plans submitted to the Building and Engineering Division for a building permit that "all landscaping and irrigation comply with Ordinance No. 2822, which adopted the City of Oxnard Landscape Water Conservation Standards, and applicable water conservation requirements of the State of California". (PK, PK-24)
31. At the time of Plan Check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on site and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list all trees to remain, be removed or transplanted. The Chart shall contain the Arborist's economic appraisal value of each tree(s) removed as well as computations and calculations showing how the value of the removed tree(s) was put back into new tree sizes for the project that are in addition to meeting the City's minimum tree size of 24" box. (PK)

FIRE DEPARTMENT STANDARD CONDITIONS

32. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, F-2)
33. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, F-5)
34. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, F-6)
35. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, F-12)
36. Developer shall install a carbon monoxide detector on each level of the residence in accordance with the manufacturer's specifications. The detector shall be hardwired with a battery backup. (FD, F-17)

FIRE DEPARTMENT SPECIAL CONDITIONS

37. Fire sprinkler coverage is required for:
 - a. Patios, overhangs or any other projections that are 48" or more from the structure.
 - b. Open areas beneath stairs that serve a habitable space or when that area is accessible for storage or has mechanical equipment.
 - c. The protection of the forced air unit when located in the attic or other areas that are normally inaccessible.
38. All emergency egress/Fire Department access windows or doors that serve any room that can be utilized for sleeping, shall have access to a public right-of-way without re-entering the structure.
39. Developer shall allow installation of public safety radio equipment in the tower, steeple, roof or other elevated portion of the building. Such equipment shall not conflict with the architectural design of the building and shall comply with zoning and planning requirements and conditions.

PLANNING DIVISION STANDARD CONDITIONS

40. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, PL-1)

41. Any application for a minor modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, PL-2)
42. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, PL-3)
43. Before the City issues building permits, Developer shall provide to the Planning Division Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Planning Commission. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, PL-4)
44. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. (PL)
45. Prior to issuance of building permits, Developer shall demonstrate that light standards illustrated on conceptual lighting plan do not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet.
46. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, PL-8)
47. In order to minimize light and glare on the project property, all parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. (PL, PL-9)
48. Developer shall provide graphic site directories at principal access walkway points. (PL/B, PL-10)
49. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (B/DS, PL-11)

50. During construction, Developer shall control dust by the following activities:
 - a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code section 23114, with special attention to sub sections 23114(b)(2)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
 - b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (B/DS, *PL-12*)
51. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, *PL-13*)
52. Developer agrees to participate in a water conservation program that includes refitting water fixtures existing on the project property with water conserving devices within residences or businesses in the City's water service area, if such a program is in effect when building permits are issued for this project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL, *PL-14*)
53. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, *PL-15*)
54. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, *PL-16*).
55. Developer shall install all roof and building rain gutters and downspouts to integrate as closely as possible with building design elements, including matching adjacent building colors as closely as possible. Developer shall submit a plan and scheme for approval by the Planning Division Manager prior to issuance of building permits. (PL, *PL-18*)
56. Developer shall provide utility meters, mailboxes and address directories, placed in decorative cabinets and clustered for efficient access for residents and service persons. Developer shall coordinate placement and design of such items accordingly, with the Planning Division Manager, the appropriate utility service provider and the United States Postal Service, prior to issuance of building permits. (PL, *PL-19*)
57. Developer shall provide automatic garage door openers for all garages. (PL/B, *PL-20*)
58. Garages closer than 23 feet to the front property line shall have sectional roll-up garage doors. (PL/B, *PL-21*)

59. Prior to issuance of fine grading plans, Developer shall provide at least two types of driveway finishes or decorative designs. The details of the driveways shall be to the satisfaction of the Planning Division Manager. (PL, *PL-22*)
60. Railings and enclosures for patios and balconies shall provide at least 50 percent enclosure for screening and privacy. Developer shall include details of the railings and enclosures on the construction documents. (PL/B, *PL-24*)
61. Walls separating the patio areas of different units shall be of solid construction, such as masonry, stucco, or wood over wood or other acceptable material subject to approval of the Planning and Environmental Services Manager. Ground level patios shall be enclosed by walls not less than five feet high, except as otherwise approved by this permit. (PL/B, *PL-25*)
62. Additions and patio covers shall conform to the requirements of the R-3 zone setbacks, or as otherwise approved by this permit, and match the materials and style of the residence. (PL/B, *PL-27*)
63. All residential dwelling unit developments shall include architectural articulation on all four sides of each unit. Such articulation shall include, but not be limited to, window treatment; trim and a variety of finishes matching front facades; and balconies, porches, and trellises. Developer shall submit elevations depicting such articulation to the Planning Division for approval prior to issuance of building permits. (PL, *PL-28*)
64. Prior to the close of escrow for each dwelling unit, Developer shall provide the buyer with a written guarantee that the exterior finishes of the dwelling unit will remain in good condition for at least five (5) years from the final building permit inspection and sign off. Developer shall provide a copy of the guarantee to Planning staff prior to final Planning Division inspection and sign off. (PL, *PL-29*)
65. Light standards illuminating interior walkways shall be no more than eight feet high. Light shall not intrude into private living or patio areas. Light standards serving recreational areas held in common shall be no more than 15 feet high. Light shall be directed away from dwelling units. (B, *PL-30*)
66. Developer shall provide masonry walls on street side yards and along project perimeter property lines. Developer shall install interior lot line fences, to be constructed of wood or other material, subject to the approval of the Planning Division Manager. (PL/B, *PL-31*)
67. Developer shall construct each dwelling unit with separate utility systems and meters. Developer shall paint utility meter panels to match structures upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (DS/B, *PL-34*)

68. Developer shall include in all deeds for the project and in the Conditions Covenants & Restrictions a prohibition against parking recreational vehicles over 20 feet long in the project. (CE/PL, PL-35)

PLANNING DIVISION SPECIAL CONDITIONS

69. These conditions of approval impose specific fees, dedications, reservations and/or other exactions. Pursuant to Government Code Section 66020, the 90-day period in which the Developer or applicant has to protest the imposed fees, dedications, reservations and/or other exactions has begun as of the date that the conditions of approval are approved.
70. Before the City issues building permits, Developer shall provide a Graffiti Deterrent Plan, subject to the approval the Planning Division Manager. Such plan shall include such elements as clear film on windows and/or mirrors, as well as washable paint and sealers on the building and perimeter walls. (PL)
71. An approved tentative map shall expire thirty-six (36) months after its approval, unless an extension is applied for and approved by the City Council pursuant to Section 15-46 of the City Code. (PL)
72. This permit is granted subject to the City's approval of a tentative map and final map and recordation of the final map. The City shall issue building permits only after such recordation, unless otherwise approved by both the Planning Division Manager and the Development Services Manager. Before occupying any structures or initiating any use approved by this permit, Developer shall comply with all conditions of the tentative and final map. (PL/DS)
73. This permit is granted subject to the City's approval of Density Bonus Permit No. 16-535-02 and Tentative Tract Map Permit No. 16-300-09. (PL/DS)
74. Prior to grading permit approval, Developer shall include on the grading plans a reproduction of all conditions of this permit pertaining to dust control requirements. (PL)

POLICE DEPARTMENT SPECIAL CONDITIONS

75. Exterior lighting of the site shall be between 1 and 7 foot candles and shall be in harmony with existing adjacent lighting scheme.
76. Lighting instruments shall be metal halide, LED or similar in nature and spectrum (3,000K to 20,000K Correlated Color Temperature).
77. Lighting instruments shall be full cut-off and installed so that light does not directly illuminate beyond the property line. Instruments shall not create glare for motorists, pedestrians or neighbors.

78. Landscape elements shall be arranged to provide clear lines of sight and eliminate potential places of concealment.
79. Install a full cut-off "Dusk to Dawn" sensor equipped light instrument above the garage door. Instrument should be installed 12" above the ground.
80. Street facing address numbers shall be illuminated and numbers shall be a minimum of 3" in height.
81. The 3" address numbers shall be posted on alley side of the garage.
82. Alley walls and garage facades need to be flush. Alley walls shall be block.
83. Creeping fig or similar climbing vine shall be placed adjacent to the alley side of the block wall as a defense against graffiti.
84. Creeping fig or similar planting shall be placed adjacent to the block wall on the First Street side of the project as a defense against graffiti. A hedge shrub is acceptable if there is sufficient planting space to accommodate proper growth.

ENVIRONMENTAL RESOURCES DIVISION

85. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused or recycled, Developer shall complete and submit a "City of Oxnard C&D Environmental Resources Management & Recycling Plan" ("Plan") to the City for review and approval. The Plan shall provide that at least 50% of the waste generated on the project be diverted from the landfill. The Plan shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The Plan shall include the following information: material type to be recycled, reused, salvaged or disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Developer shall use the Plan form.
86. Developer shall follow the approved "City of Oxnard C&D Environmental Resources Management & Recycling Plan" and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed project. After completion of demolition and/or construction, Developer shall complete and submit the "City of Oxnard C&D Environmental Resources Management & Recycling Report For Work Completed" ("Work Completed Report") and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, Developer shall provide documentation, on the disposal facility's letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating the discarded materials. Developer

shall submit and obtain approval of the Work Completed Report prior to issuance of a certificate of occupancy.

87. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling. Regardless of hauling methods, all materials collected must be conveyed to the Del Norte Regional Recycling and Transfer Station.
88. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer.
89. Solid waste containers that will be placed for City pick-up are required to be stored in a patio, yard, or storage area and not in the garage. Such solid waste containers shall be stored on a concrete slab and any residential gate used to access such containers shall be sized to allow clearance by a three-foot wide cart.

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

90. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
91. Developer shall have the site improvement plans prepared using standard Development Services Division format(s) by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Development Services Division. (DS-3)
92. Developer shall submit improvement plans and drainage calculations demonstrating that storm drain runoff from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)
93. Developer shall protect building pads from inundation during a 1% chance (100-year) storm. (DS-5)
94. Each structure shall be served by separate sewer and water services in accordance with City Code. (DS-8)
95. Developer shall install on-site and off-site electric, cable, telephone and similar utility service laterals underground in accordance with City ordinances in effect at the time City issues a building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)

96. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)
97. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
98. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
99. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
100. All grading shall conform to City's standard grading notes, City Code, and recommendations of Developer's soils engineer as approved by the City Engineer. (DS-30)
101. Developer shall design all slopes steeper than 5 (horizontal) to 1 (vertical) with a minimum 18 inch wide level area (at both top and bottom of slope) where it adjoins a wall, fence, sidewalk, trail, curb or similar improvement. (DS-32)
102. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
103. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
104. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
105. Developer shall provide three City refuse containers for each lot or unit. An alternative number of containers may be approved by the Environmental Resources Division. (DS-67)
106. Developer shall construct a 9 foot by 3 foot level concrete pad for storage of three refuse containers in the side yard area or other location approved by the Development Services Manager that is out of view from the street. The storage location shall not be within the garage. Developer shall construct a paved path from the storage location to the street (or other assigned pickup area) that does not require entering the garage. All gates or doors along the path shall be constructed with a minimum of 36 inches of clear space to allow passage of the containers. Storage location and path shall be shown on the fine grading plans. (DS-68)
107. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)

108. Developer, property owner or tenant shall participate in a Traffic Management Association (TMA) if one is formed and shall implement and participate in all programs and strategies established by the TMA. This condition shall be included in all leases and rental agreements for the project property. (TR-72)

STORMWATER QUALITY CONDITIONS

109. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Developer shall prepare a Local Stormwater Pollution Prevention Plan ("Local SWPPP"). The Local SWPPP shall be developed and implemented in accordance with requirements of the Ventura Countywide MS4 Permit. The Local SWPPP shall be approved by the City Engineer prior to issuance of a site improvement/grading permit. Developer shall keep the Local SWPPP updated to reflect current site conditions and a copy of the Local SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS-87)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

110. Developer shall record the final map for Tract 5997 (PZ 16-300-09) prior to issuance of a building permit for this project. (DS)

Resolution No. 2017-08
PZ 16-500-08 (Habitat for Humanity)
May 4, 2017
Page 18

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 4th day of May, 2017.



Deidre Frank, Chair

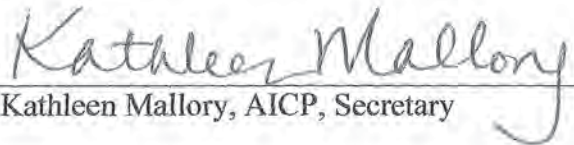
I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on 4th day of May, 2017, and carried by the following vote:

AYES: Commissioner(s): Chua; Dozier; Frank; Fuhring; Huber; Sanchez; Stewart

NOES: Commissioner(s): None

ABSENT: Commissioner(s): None

ABSTAIN: Commissioner(s): None



Kathleen Mallory, AICP, Secretary

RESOLUTION NO. 2017-09

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD ADOPTING A RESOLUTION APPROVING PLANNING AND ZONING PERMIT NO. 16-535-02 (DENSITY BONUS) TO ALLOW THE CONSTRUCTION OF SIX AFFORDABLE SINGLE-FAMILY RESIDENCES AND ASSOCIATED SITE IMPROVEMENTS ON A PROPOSED 0.48-ACRE PROJECT SITE LOCATED AT THE CORNER OF FIRST STREET AND HAYES AVENUE (APNS: 201-0-112-080; 090; 100; 110; 330), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT STEVEN J. DWYER, HABITAT FOR HUMANITY OF VENTURA COUNTY, 1850 EASTMAN AVENUE, OXNARD, CALIFORNIA 93030.

WHEREAS, on May 4, 2017, the Planning Commission of the City of Oxnard ("**Planning Commission**") considered an application for Planning and Zoning Permit No. 16-535-02 (Density Bonus) filed by Designated Agent Steven J. Dwyer, Habitat for Humanity of Ventura County (HFHVC), on behalf of the Property Owner, in accordance with Section 16-561 of the Oxnard City Code; and

WHEREAS, the Planning Commission has held a duly noticed public hearing, and received and reviewed all written and oral evidence related to the proposed Project; and

WHEREAS, the Planning and Environmental Services Division has determined that the impacts of the Project were previously analyzed by Environmental Impact Report No 09-01, certified for the 2030 General Plan, as described in the Planning Commission Staff Report; and

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a statutory exemption pursuant to §21159.23, and categorical exemptions pursuant to Sections 15061 (b)(3)(General Rule) and 15332 (In-fill) development projects, and satisfies all criteria for this exemptions, as described in the Planning Commission Staff Report; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing, that the project meets the criteria set out in California Government Code § 65915-§ 65918 and to the City's Density Bonus and Related Incentives and Concessions Program (Division 7A-Ordinance No. 2912); and

WHEREAS, State Density Bonus Law 65915 requires that when a housing developer meets certain criteria for a density bonus that the local jurisdiction must grant one or more regulatory incentives or concessions (unless the city makes a written finding that the concessions or incentives are not required in order to provide for affordable housing costs as defined by state law); and

WHEREAS, the Planning Commission finds that the Project meets all necessary criteria of Government Code Section 65915 to be considered eligible for incentives or concessions because the Developer has provided six affordable (low income) residential units; and

WHEREAS, the proposed project is requesting three regulatory concessions: 1) a reduction in the required side yard setback from 10 feet to a range of 3 to 7 feet; 2) a reduction in the required rear yard setback from 25 feet to 10 feet; and 3) a reduction in the required interior yard space requirement of 30% to a range between 0% and 4.5%; and

WHEREAS, the Planning Commission finds that the incentives or concessions are not contrary to any federal or state law.

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

SECTION 1. The Planning Commission of the City of Oxnard hereby grants the concessions listed above, subject to the conditions of approval listed below.

SECTION 2. The Planning Commission, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is statutorily exempt from CEQA pursuant to §21159.23, affordable housing projects on infill properties and categorically exempt from CEQA pursuant to CEQA Guideline 15061(b)(3) and Section 15332 (In-Fill Development), Class 32 of the State CEQA Guidelines.

- a) §21159.23 Low-Income Housing Exemption:** In accordance to Statute §21159.23(1)&(2)(c) of the State CEQA Guidelines, affordable housing projects may be found to be exempt from the requirements of the California Environmental Quality Act (CEQA) if both of the following criteria are met:

The project meets the requirements Statute §21159.23 because: (i) the Developer agrees to enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of the six residential units for a minimum term of 55 years; (ii) the Project meets all the requirements set forth by CEQA Section 21159.2; (iii) the project site was previously developed for commercial purposes; (vi) the project site does not exceed 5 acres (0.48 acres); (v) the City of Oxnard has a density greater of 2,500 people per square mile; (vi) the project will not cause cumulative impacts or unusual circumstances because it is being developed at a lower density than it is allowed; (vii) the project meets the definition of residential units.

- b) Section 15061 ("General Rule"):** (b) A project is exempt from CEQA if: (3) the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

The Project is not subject to CEQA pursuant to Section 15061(b)(3) because: (i) the 2030 General Plan designates the land use as Commercial General, which allows residential development with a maximum density of 18 units per acre; (ii) the Project is being proposed at a density lower than the maximum allowed under the 2030 General Plan's Program Environmental Impact Report (PEIR), which analyzed impacts related to anticipated

buildout projected by the 2030 General Plan; and (iii) the Project would be adequately served by all required utilities and public services.

c) Section 15332 (In-Fill Development) A Class 32 categorical exemption under CEQA Guidelines Section 15332 consists of projects characterized as in-fill development meeting the conditions described below:

The proposed Project meets the requirements of a Class 32 categorical exemption because it: (i) is consistent with the City of Oxnard 2030 General Plan designation and all applicable General Plan policies for the reasons set forth below; (ii) occurs within the City limits on a site of no more than five acres; (iii) is located on a site with no value as habitat for endangered, rare or threatened species; (iv) would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) would be adequately served by all required utilities and public services.

SECTION 3. The Planning Commission hereby approves Planning and Zoning Permit 16-535-02 (Density Bonus Permit), subject to the attached conditions of approval.

SECTION 4. The decision of the Planning Commission shall be final unless an appeal of the action is filed in accordance with the provisions of Section 16-545 of the Oxnard City Code.

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

CONDITIONS OF APPROVAL

Note:

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

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

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, G-1).
2. This permit is granted for the plans dated March 27, 2017 ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager ("Planning Manager") or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, G-2)
3. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, G-4)
4. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
5. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
6. This permit is granted subject to approval of Planning and Zoning Permit Nos. 16-500-08 (Special Use Permit) and 16-300-09 (Tentative Tract Map).
7. Prior to issuance of building permits, Developer shall enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of six units which qualified the applicant for a density bonus. The affordability shall be as follows: six units for up to 80% AMI (low income), as adjusted for family size as provided in 25 California Code of Regulations Section 6932. The agreement shall be recorded in the Office of the Ventura County Recorder. The term of the agreement shall be for a minimum of 55 years.
8. Developer shall submit to the Housing Director information about the income of each prospective tenant of an affordable unit and the proposed sale price of the unit. The Housing Director shall review such information and determine whether the prospective home owner meets the income requirements for the unit and whether the proposed sale price of the unit does not exceed the affordable cost or sale price for the income category of the prospective homeowner.

9. The Housing Director shall monitor the sale price of each affordable unit to determine compliance with this condition. If the Housing Director determines that Developer is not meeting the requirements of this condition, the Housing Director shall so notify Developer and the Development Services Manager in writing, and no more building permits shall be issued for the project until the Housing Director notifies the Development Services Manager in writing that Developer is meeting the requirements of this condition.
10. The agreement shall establish specific compliance standards and specific remedies available to the City of such compliance standards are not met. The agreement shall, among other things, specify the number of low income affordable units by number of bedrooms, standards for qualifying household incomes or other qualifying criteria, a required annual report, and monitoring fees. Developer hereby agrees to deposit funds for any staff time expended for preparation of the agreement and subsequent compliance with said agreement.
11. Developer agrees, as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. (CA, G-6)
12. The six affordable units provided by the Project shall be comprised as identified in the following table: (PL/CA)

Parcel	Floor Plan	Number of Beds/Baths	Garage	Lot Size (Square Feet)
1	C1	2/1	2-Car	3,102
2	C1	3/2	2-Car	3,574
3	C1	2/1	2-Car	2,902
4	C2	2/1	2-Car	2,951
5	C1	3/2	2-Car	3,575
6	C2	3/2	2-Car	3,575

13. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL, G-3)

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 4th day of May, 2017.



Deidre Frank, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on 4th day of May, 2017, and carried by the following vote:

AYES: Commissioner(s): Chua; Dozier; Frank; Fuhring; Huber; Sanchez; Stewart

NOES: Commissioner(s): None

ABSENT: Commissioner(s): None

ABSTAIN: Commissioner(s): None


Kathleen Mallory, AICP, Secretary

RESOLUTION NO. 2017-10

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING THAT THE CITY COUNCIL ADOPT A RESOLUTION APPROVING PLANNING AND ZONING PERMIT NO. 16-300-09 (TENTATIVE SUBDIVISION MAP FOR TRACT NO. 5997), FOR PROPERTY BOUNDED BY NORTHWEST CORNER OF FIRST STREET, HAYES AVENUE AND AN ALLEY (APNS: 201-0-112-080;090;100;110;330). FILED BY STEVEN J. DWYER, HABITAT FOR HUMANITY OF VENTURA COUNTY, 1850 EASTMAN AVENUE, OXNARD, CA 93030.

- WHEREAS, on May 4, 2017, the Planning Commission of the City of Oxnard (“**Planning Commission**”) considered an application for Planning and Zoning Permit No. 16-535-02 (Density Bonus) filed by Designated Agent Steven J. Dwyer, Habitat for Humanity of Ventura County (HFHVC), on behalf of the Property Owner, in accordance with Section 16-561 of the Oxnard City Code; and
- WHEREAS, the Planning Commission has held a duly noticed public hearing, and received and reviewed all written and oral evidence related to the proposed Project; and
- WHEREAS, the Planning and Environmental Services Division has determined that the impacts of the Project were previously analyzed by Environmental Impact Report No 09-01, certified for the 2030 General Plan, as described in the Planning Commission Staff Report; and
- WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a statutory exemption pursuant to §21159.23, and categorical exemptions pursuant to Sections 15061 (b)(3)(General Rule) and 15332 (In-fill) development projects, and satisfies all criteria for this exemptions, as described in the Planning Commission Staff Report; and
- WHEREAS, said Project was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations; and
- WHEREAS, the comments of the Planning Commissioners, members of the public, and interested groups and agencies have been adequately responded to; and
- WHEREAS, the Planning Commission finds that the Tentative Map complies with all requirements of the Subdivision Map Act and the Oxnard City Code; and
- WHEREAS, the Planning Commission finds that the Tentative Map, the proposed site, and the design and improvement of the development requested are consistent with the General Plan; and
- WHEREAS, the Planning Commission finds that the proposed site is suitable for the type and density of development requested and is not likely to cause substantial environmental damage, serious public health problems or conflict with any publicly acquired easements or access; and

Resolution No. 2017-10
 PZ 16-300-09 (Habitat for Humanity)
 May 4, 2017
 Page 2

WHEREAS, the Planning Commission finds that the proposed division of land complies with the requirements established by the Subdivision Map Act and Chapter 15 of the Oxnard City Code, including but not limited to requirements as to area, improvement and design, floodwater drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability and environmental protection; and

WHEREAS, the Planning Commission finds that the Applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this Resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this subdivision in particular.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard finds:

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

(1) That the proposed map is consistent with the City of Oxnard 2030 General Plan and any applicable specific plan.

The proposed Tentative Parcel Map is consistent with the policies and provisions of the City of Oxnard 2030 General Plan because the proposed land use of the project is of a single-family residential use, which is an allowed use pursuant to the Commercial General land use designation within the 2030 General Plan. The land use designation of Commercial General allows a maximum of 18 dwelling units per acre. The project site has an area of 0.48 acres which allows a maximum of eight residential units; however, the project is requesting to construct six residential units. The construction of the proposed single-story, single-family residences and associated improvements does not change the land use of the subject site. Additionally, the single-family residences have been designed to meet the required developments standards identified in the R-3 zone (Garden Apartment Zone) as prescribed in the General Commercial Zone (C-2), with the exception of the three concessions that the project is allotted pursuant to the State's density bonus law. No specific plan is applicable to the subject site. Therefore, the project meets this finding.

(2) That the design or improvement of the proposed subdivision is consistent with the City of Oxnard 2030 General Plan and any applicable specific plan.

The design and improvement of the proposed six parcel division is consistent with applicable provisions of the City of Oxnard 2030 General Plan because the proposed lot division for single-family residential use supports the proposed development improvements, with the required infrastructure. Additionally, each parcel included in the proposed subdivision has been designed to meet the required minimum lot area

identified in the R-3 zone (Rose Garden Apartment Zone) as prescribed in the General Commercial Zone (C-2). No specific plan is applicable to the subject site.

(3) That the site is physically suitable for the type of development.

The site is physically suitable for the proposed type of development because the division of land includes proposed development that is consistent with the General Commercial (C-2) zoning standards. As proposed and conditioned, the project will meet the development standards of the General Commercial (C-2) zone, which require residential uses to be designed pursuant to the R-3 development standards such as: parking, minimum lot area, density, front yard setback and height. However, the project is seeking three concessions allowed under the State's density bonus law that would: 1) a reduction in the required side yard setback from 10 feet to a range of 3 to 7 feet; 2) a reduction in the required rear yard setback from 25 feet to 10 feet; and 3) a reduction in the required interior yard space requirement of 30% to a range between 0% and 4.5%. The subject site is adequate in terms of size, and is designed to meet most of the development standards prescribed in the R-3 zone as stipulated in the C-2 zone requirements. Additionally, the project has been reviewed by the Development Advisory Committee and was determined that it would have no significant impact on the public health, safety, or welfare and the project plans have been reviewed by all applicable departments and outside agencies, which include the Oxnard Police and Fire Departments.

(4) That the site is physically suitable for the proposed density of development.

The site is physically suitable for the proposed density of the development because the Project is being designed to be in conformance with the density allowed under the Commercial General land use designation within the 2030 General Plan. The land use designation of Commercial General allows a maximum of 18 dwelling units per acre. The project site has an area of 0.48 acres which allows a maximum of eight residential units; however, the project is requesting to construct six residential units. As such, the Project meets this finding.

(5) That the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage nor likely to substantially and avoidably injure fish or wildlife or their habitat.

The design of the proposed land division and parcel improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because it is located within a developed urban area of the City that contains no environmentally sensitive habitat and/or species identified in the 2030 General Plan or any other state and federal document. Therefore, the Project meets this finding.

- (6) That the design of the subdivision or type of improvements is not likely to cause serious public health problems.**

The design of the proposed land division and parcel improvements is not likely to cause serious public health problems because the Project conforms to the uses intended with General Commercial (C-2) zone. The proposed land use of the project is of a single-family residential use, which is an allowed use under the Commercial General land use designation within the 2030 General Plan. The surrounding uses are characterized by residential uses, which are predominantly single-family residences. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. Additionally, the project has been reviewed by the Development Advisory Committee and was determined that it would have no significant impact on the public health, safety, or welfare and the project plans have been reviewed by all applicable departments and outside agencies, which include the Oxnard Police and Fire Departments. Consequently, this project meets this finding.

- (7) That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; provided, however, that approval may be granted if it is found that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to the ones previously acquired by the public.**

The design of the proposed land division and parcel improvements will not conflict with easements because the majority of the Project site is currently vacant with a small commercial building proposed to be removed as part of the project; and there is no through access serving adjacent properties or right-of-ways. As such, this Project meets this finding.

SECTION 2. The Planning Commission, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is statutorily exempt from CEQA pursuant to §21159.23, affordable housing projects on infill properties and categorically exempt from CEQA pursuant to CEQA Guideline 15061(b)(3) and Section 15332 (In-Fill Development), Class 32 of the State CEQA Guidelines.

- a) §21159.23 Low-Income Housing Exemption:** In accordance to Statute §21159.23(1)&(2)(c) of the State CEQA Guidelines, affordable housing projects may be found to be exempt from the requirements of the California Environmental Quality Act (CEQA) if both of the following criteria are met:

The project meets the requirements Statute §21159.23 because: (i) the Developer agrees to enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of the six residential units for a minimum term of 55 years; (ii) the Project meets all the requirements set forth by CEQA Section 21159.2; (iii) the project site was

previously developed for commercial purposes; (vi) the project site does not exceed 5 acres (0.48 acres); (v) the City of Oxnard has a density greater of 2,500 people per square mile; (vi) the project will not cause cumulative impacts or unusual circumstances because it is being developed at a lower density than it is allowed; (vii) the project meets the definition of residential units.

- b) Section 15061 ("General Rule"): (b) A project is exempt from CEQA if: (3) the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.**

The Project is not subject to CEQA pursuant to Section 15061(b)(3) because: (i) the 2030 General Plan designates the land use as Commercial General, which allows residential development with a maximum density of 18 units per acre; (ii) the Project is being proposed at a density lower than the maximum allowed under the 2030 General Plan's Program Environmental Impact Report (PEIR), which analyzed impacts related to anticipated buildout projected by the 2030 General Plan; and (iii) the Project would be adequately served by all required utilities and public services.

- c) Section 15332 (In-Fill Development) A Class 32 categorical exemption under CEQA Guidelines Section 15332 consists of projects characterized as in-fill development meeting the conditions described below:**

The proposed Project meets the requirements of a Class 32 categorical exemption because it: (i) is consistent with the City of Oxnard 2030 General Plan designation and all applicable General Plan policies for the reasons set forth below; (ii) occurs within the City limits on a site of no more than five acres; (iii) is located on a site with no value as habitat for endangered, rare or threatened species; (iv) would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) would be adequately served by all required utilities and public services.

SECTION 3. Based on the findings set forth herein, the Planning Commission of the City of Oxnard recommends to the City Council approval of Planning and Zoning Permit No. 16-300-09 (Tentative Subdivision Map for Tract No. 5997), subject to the attached conditions of approval.

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

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The

italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. G-1) while some are taken from environmental documents (e.g. MND-S2).

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

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, G-1).
2. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits for the Phase I development, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)

DEVELOPMENT SERVICES DEPARTMENT STANDARD CONDITIONS

3. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal for each Project Phase and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
4. Developer shall have the site improvement plans prepared using standard Development Services Division format(s) by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Development Services Division. (DS-3)
5. Prior to approval of each development phase or as otherwise directed by the City Engineer, Developer shall submit improvement plans and drainage calculations demonstrating that storm drain runoff from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)

Resolution No. 2017-10
 PZ 16-300-09 (Habitat for Humanity)
 May 4, 2017
 Page 7

6. During each Project phase, Developer shall replace all broken, uplifted, or missing curb, gutter, or sidewalk along the street frontage(s) of the project and shall reconstruct curb, gutter, and sidewalk segments in between broken, uplifted, or missing curb, gutter, or sidewalk segments at the direction of the City Engineer to achieve a uniform appearance and consistent design. (DS-6)
7. Prior to approval of the Phase I DDR, Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
8. Prior to approval of the Phase I DDR, a California licensed civil engineer shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Submittal shall include, but not necessarily be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans, construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not approve a final map nor issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans to the satisfaction of the City Engineer. (DS-15)
9. Prior to issuance of the Phase I site improvement permit, Developer shall provide to the Development Services Division a compact Disc (CD) containing digital copies of all project maps, address map, and/or civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction. (DS-16)
10. Developer agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Developer's expense, City and its agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided for in Government Code Section 66499.37, to attack, review, set aside, void or annul the approval of this resolution or to determine the reasonableness, legality or validity of any condition attached thereto. City shall promptly notify Developer of any such claim, action or proceeding of which City receives notice, and City will cooperate fully with Developer in the defense thereof. Developer shall reimburse City for any court costs and attorney's fees that City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Developer of the obligations of this condition. Developer's acceptance of this resolution or commencement of construction or operations under this resolution shall be deemed to be acceptance of all conditions thereof. (DS-18)
11. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If

Resolution No. 2017-10
PZ 16-300-09 (*Habitat for Humanity*)
May 4, 2017
Page 8

- Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)
12. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
 13. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
 14. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
 15. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)
 16. Prior to approval of the final map, Developer shall provide the City Engineer with written evidence from the Ventura County Clerk's Office that Developer has executed and filed with the Clerk all certificates, statements and securities required by Government Code Sections 66492 and 66493. (DS-26)
 17. "Standard Specifications for Public Works Construction" latest edition (including modifications thereto by City) and applicable City Standard Plates and Design Criteria shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)
 18. Developer shall retain a California licensed Civil Engineer to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "as-built" plans after project completion. Developer's submittal of certified "as-built" plans is a condition of City's final acceptance of the project and release of any associated security. (DS-29)

Resolution No. 2017-10
PZ 16-300-09 (Habitat for Humanity)
May 4, 2017
Page 9

19. All grading shall conform to City's standard grading notes, City Code, and recommendations of Developer's soils engineer as approved by the City Engineer. (DS-30)
20. Developer shall construct sufficient drainage facilities concurrent with rough grading operations to mitigate any potential flooding or erosion affecting adjacent properties and public rights-of-way. (DS-31)
21. Developer shall design all slopes steeper than 5 (horizontal) to 1 (vertical) with a minimum 18 inch wide level area (at both top and bottom of slope) where it adjoins a wall, fence, sidewalk, trail, curb or similar improvement. (DS-32)
22. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
23. Developer shall dedicate to the City all water rights for the project property by title sheet dedication on the final map or parcel map. (DS-39)
24. Developer shall install water mains, fire hydrants and water services in conformance with City standard plates, design criteria and specifications as directed by the City Engineer. (DS-41)
25. Developer shall install adequately sized water services and meters to each lot or unit in accordance with City standards in effect at the time of building permit issuance. There shall be no interconnections between structures. (DS-42)
26. Street and road improvements shall conform to City standard plates, design criteria and policies. Improvements shall include upgrading of existing pavement along the project frontage to City standards by removing and replacing or overlaying, as directed by the City Engineer. (DS-51)
27. Developer shall install all water, gas, sewer, storm drain, electrical, cable television, and telephone lines before any paving is placed. (DS-54)
28. Prior to release of the final map or parcel map for recordation, Developer shall provide the City Engineer with a 100-scale base map for addressing purposes. The map shall be drawn on 18-inch by 24-inch mylar and shall show the standard address map title block, north arrow, street names, tract number, phase boundary and lot numbers. The City will assign all addresses. (DS-56)
29. Prior to release of the final map or parcel map for recordation, Developer shall post security satisfactory to the City Attorney guaranteeing that all survey monuments will be set as required by the Government Code and the City Code. (DS-57)

Resolution No. 2017-10
 PZ 16-300-09 (Habitat for Humanity)
 May 4, 2017
 Page 10

30. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
31. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)
32. Using forms provided by the Development Services Division, Developer shall submit a stormwater quality control measures maintenance and operations plan ("the Plan") for this project. If the BMPs implemented with this project include proprietary products that require regular replacement and/or cleaning, Developer shall provide proof of a contract with an entity qualified to provide such periodic maintenance. The property owner is responsible for the long-term maintenance and operation of all BMPs included in the project design. Upon request by City, property owner shall provide written proof of ongoing BMP maintenance operations. No grading or building permit shall be issued until the Development Services Manager approves the Plan and Developer provides an executed copy of the City's stormwater covenant with the Plan included as an exhibit for recordation by the City. (DS-82)
33. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Developer shall prepare a Local Stormwater Pollution Prevention Plan ("Local SWPPP"). The Local SWPPP shall be developed and implemented in accordance with requirements of the Ventura Countywide MS4 Permit. The Local SWPPP shall be approved by the City Engineer prior to issuance of a site improvement/grading permit. Developer shall keep the Local SWPPP updated to reflect current site conditions and a copy of the Local SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS-87)

DEVELOPMENT SERVICES DEPARTMENT SPECIAL CONDITIONS

34. Developer shall abandon existing utility laterals (water and wastewater) that are not proposed for use by the project by disconnecting them at the main. Developer shall inspect (video) any existing laterals proposed for reuse and obtain City approval of lateral integrity prior to connection. (DS)
35. Developer shall dedicate 6 feet of right-of-way to the City along the existing adjoining public alley.
36. Developer shall remove and reconstruct the full width of the existing public alley along the project frontage to provide a standard 20 foot wide alley section with a concrete center ribbon gutter per City Standard Plate 117. These improvements shall include reconstruction of the alley entrance at First Street to accommodate the new width and to provide an ADA compliant pedestrian path across the alley entrance. The alley entrance shall be constructed similar to City standard plate 115. (DS)

Resolution No. 2017-10
 PZ 16-300-09 (Habitat for Humanity)
 May 4, 2017
 Page 11

37. Developer shall provide 'R-Value' tests and compaction test results for the reconstructed alley. Determination of the alley structural section shall be based on City's design procedure, 'R-Value' tests of in-place soils, and approved traffic indices. (DS)
38. Developer shall relocate the existing power poles along the project alley frontage to the edge of the widened alley or to another location approved by the Development Services Manager. (DS)
39. Developer shall remove the existing sidewalk along the Hayes Avenue frontage of the project and construct a new unobstructed 5 foot wide sidewalk behind a 5 foot wide landscaped parkway. (DS)
40. Developer shall remove the existing sidewalk along the First Street frontage of the project and construct a new unobstructed 5 foot wide sidewalk behind a 5 foot wide landscaped parkway. These improvements shall include construction of a Case A, Type 3 disabled access ramp at the corner of First and Hayes. (DS)
41. Developer shall dedicate to the City any additional right-of-way required to encompass the new sidewalk and disabled access ramp. (DS)
42. Developer shall dedicate to the City a waterline easement encompassing the proposed water meters along the alley. The easement shall be included on the project final map. (DS)
43. The development has been determined to be exempt from the stormwater quality requirements of the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system (MS4) permit for new development and redevelopment projects based on the applicability criteria of subpart 4.E.II of Order R4-2010-0108. (DS)
44. This development is subject to the Citywide utility undergrounding fee based on the existing overhead distribution lines on or adjacent to the project. This fee shall be paid prior the issuance of a building permit. In accordance with City ordinance, all utility lateral connections to new structures shall be placed underground. (DS)

PLANNING DIVISION SPECIAL CONDITIONS

45. This recommendation is made subject to approval of the Special Use Permit (16-500-08) for the construction of six affordable single-family residences and Density Bonus Permit (16-535-02) for the allotment of three concessions required by the State's density bonus law. (PL)
46. An approved tentative map shall expire thirty-six (36) months after its approval, unless an extension is applied for and approved by the City Council pursuant to Section 15-46 of the City Code. (PL)

Resolution No. 2017-10
PZ 16-300-09 (Habitat for Humanity)
May 4, 2017
Page 12

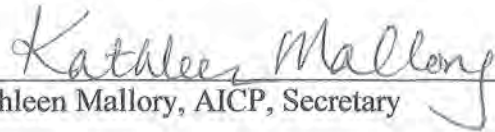
PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 4th day of May, 2017.



Deidre Frank, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on 4th day of May, 2017, and carried by the following vote:

AYES: Commissioner(s): Chua; Dozier; Frank; Fuhring; Huber; Sanchez; Stewart
NOES: Commissioner(s): None
ABSENT: Commissioner(s): None
ABSTAIN: Commissioner(s): None



Kathleen Mallory, AICP, Secretary

MINUTES
OXNARD PLANNING COMMISSION
REGULAR MEETING
May 4, 2017
DRAFT

A. ROLL CALL

At 7:00 p.m., the regular meeting of the Oxnard Planning Commission convened in the Council Chambers. Chair Deirdre Frank, Commissioners Stephen Huber, Robert Sanchez, Vincent Stewart, Orlando Dozier, James Fuhring, and Wilfredo Chua were present. Staff members present were Kathleen Mallory, Planning Manager, Shiri Klima, Assistant City Attorney, Isidro Figueroa, Principal Planner, Paul Wendt, Supervising Civil Engineer, and Dee Lai, Recording Secretary. Chair Deirdre Frank presided and called the meeting to order.

B. PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES

Commissioner Dozier led the pledge of allegiance.

The three new Commissioners James Fuhring, Robert Sanchez, and Wilfredo Chua provided a brief statement about themselves and expressed their appreciation to the Mayor for giving them the opportunity to serve on the Planning Commission.

C. PUBLIC COMMENTS – Items not on the Agenda

Public comments were received from Walter Hagedohm regarding Short Term Rentals.

D. READING OF AGENDA

Planning Manager Kathleen Mallory reviewed the agenda.

E. CONSENT AGENDA

1. APPROVAL OF MINUTES – March 2, 2017 and April 6, 2017

For the March 2, 2017 minutes, only Chair Frank, Commissioner Huber, Commissioner Stewart, and Commissioner Dozier voted because the three former Commissioners' (Commissioner Okada, Commissioner Nash, and Commissioner Mullin) terms had ended after the March 2, 2017 meeting and they were no longer eligible to vote to take action on the minutes.

MOTION Commissioner Huber moved and Commissioner Dozier seconded a motion to approve the minutes of March 2, 2017. The question was called and the motion carried 3:0:0:1, to approve the minutes of March 2, 2017 as presented. Chair Frank abstained.

MOTION Commissioner Fuhring moved and Commissioner Chua seconded a motion to approve the minutes of April 6, 2017. The question was called and the motion carried 6:0:0:1, to approve the minutes of April 6, 2017 as presented. Commissioner Dozier abstained.

F. PUBLIC HEARING

1. PLANNING AND ZONING PERMIT No. 16-500-08 (Special Use Permit); 16-535-02 (Density Bonus); and 16-300-09 (Tentative Tract Map). A request to construct six affordable (very low income) single-family residences, and a Tentative Tract Map to subdivide five parcels into six parcels on a 0.48 acre Project site located within the La Colonia neighborhood. The single-story homes will range from 1,368 to 1,653 square feet in size and are designed to front Hayes Street with rear access for two-car garage parking off of an existing alley. Although the project includes a density bonus request pursuant to State density bonus law, no additional units are being requested. However, three concessions are requested pursuant to the density bonus law: 1) a reduction in the required rear yard setback from 25 feet to 10 feet; 2) a reduction in the required side yard setback from 10 feet to a range of 3 to 7 feet; and 3) a reduction in the required interior yard space requirement of 30% to a range of between 0% and 4.5%. This project is Exempt from the California Environmental Quality Act (CEQA) pursuant to Statute §21159.23 (Low-Income Housing); Section 15061(b)(3) ("General Rule"); and Section 15332 (In-Fill Development) of the CEQA Guidelines. Filed by Steven J. Dwyer (Habitat for Humanity of Ventura County), 1850 Eastman Avenue, Oxnard, CA 93030.

Project Planner: Isidro Figueroa

Project planner Isidro Figueroa provided a powerpoint presentation outlining the request to construct six affordable (very low income) single-family residences, and a Tentative Tract Map to subdivide five parcels into six parcels on a 0.48 acre project site located within the La Colonia neighborhood. Isidro presented staff's recommendation which was for the Planning Commission to adopt a resolution approving the Special Use Permit, Density Bonus, and the Tentative Tract Map subject to the findings and conditions of approval.

The Planning Commission discussed and inquired about several topics, including: the lack of interior yard space; the onsite wooden telephone pole that is in bad condition and in need of repair; contracting with Edison to relocate the telephone pole; widening of the alley to 20 feet; undergrounding of equipment; density bonus and if smaller houses could be built on the same space; is CG zoned property a part of Regional Housing Needs Assessment (RHNA) numbers; community workshop input and if neighborhood council for this neighborhood were involved; home prices and if the homes are for sale; whether there are any special conditions or requirements on the material used to prevent fire hazard; whether there are any homes dedicated to veterans; existing and future similar development projects planned in other locations in Oxnard; relationship between Habitat for Humanity and the owner; design wise and the possibility of using multi-family units to maximize units to accommodate more families; Habitat for Humanity providing education to homeowners about city codes to avoid code compliance issues such as converting garage space into living space; mortgage and refinance options; deed restrictions; Habitat for Humanity and homeowners partnership during the building phase; ongoing monitoring between Habitat for Humanity, Oxnard Housing Department, and the homeowners; accommodation for individuals with disabilities due to no doors leading from the garage to the house; homes not having air conditioning; project design to maximize units and yard space; and considering solar on future homes.

Commissioner Huber commented about why the environmental and ecological information were not on the staff report. Chair Frank commented about condition number 79 which states "landscape elements shall not block views in or out of windows or glass doors." Kathleen

Mallory commented that it's there to ensure visibility and for public safety purposes and for police surveillance. Commissioner Huber recommended that condition number 79 be removed because it is essentially the same as condition number 78. Chair Frank commented that she also wanted to have condition number 79 removed.

The applicant's representative Steve Dwyer commented on the home selection process. He commented that Habitat for Humanity provided community workshops to give families opportunities to sign up on the interest list and 70 families have already signed up for their first workshop and they expect to receive many more applications. Steve Dwyer stated that the homes are dedicated to low income families with the maximum income of \$75,000 for a family of four. Steve Dwyer commented that the thought process when building the homes is to have low cost maintenance for the owners.

The architect for Habitat for Humanity Nicholas Deitch commented that by having zero lot lines to maximize more homes would create a challenge because this would not allow for windows in the bedrooms. He stated that the 3 feet setback provides for more livability. He commented that they are comfortable with the current design and that it is standard like other track homes and apartments being built now.

The Planning Commission thanked Habitat for Humanity for providing this service. Commissioner Huber asked the applicant if he agreed to all the conditions of approval and the applicant responded yes.

All Commissioners' questions and concerns were addressed.

Chair Frank opened the public testimony.

Public comments in support of the project were received from Sal Gonzales and Arturo Casillas. Sal Gonzales who is a residence of Oxnard and the former City of Oxnard Housing Director stated that Habitat for Humanity has worked well and is very successful and he urged the Planning Commission to approve the project which is recommended by City staff. Arturo Casillas, the City of Oxnard Housing Director commented that it's crucial to meet the goal to provide affordable housing and that the grant fund would go back to HUD if the project is not approved. He also urged the Planning Commission to approve the project.

Chair Frank Closed the public testimony.

MOTION Commissioner Chua moved and Commissioner Stewart seconded a motion to adopt a resolution approving PZ 16-500-08 (Special Use Permit); PZ 16-535-02 (Density Bonus); and PZ 16-300-09 (Tentative Tract Map) with the following changes: 1) a correction to the citation of the CEQA Guidelines sections to change from 15322 to 15332 on all 3 resolutions, and 2) to remove condition number 79 on PZ 16-500-08 (Special Use Permit), subject to certain findings and conditions contained within the Resolution of Approval. The question was called and the motion carried unanimously.

2. PLANNING AND ZONING PERMIT NO. 16-500-03 (Special Use Permit) for a Planned Residential Group to redevelop a 7,640 square foot lot located at 600 Cooper Road (APN 201-0-121-170), within the La Colonia Neighborhood. The site is current developed with four legal

non-conforming dwelling units. The existing dwelling units will be demolished. Approval is being requested to construct a 4,170 square foot two-story, mixed-use building. The building will be utilized for two- two-story residential dwelling units each totaling 1,385 square feet and two commercial buildings totaling 1,400 square feet. Through approval of a Planned Residential Group (PRG) permit, the applicant is seeking approval to modify the following development standards: reduction in the front yard setback from 20 feet to 10 feet; reduction in the side yard setback from 5 feet to 0 feet along the easterly property line; elimination of required on site loading and unloading; and a reduction in the required visitor parking spaces for the two residential dwelling units. The project is exempt from the California Environmental Quality Act (CEQA) based upon a Class 1 (Section 15301) and Class 3 (Section 15303) exemption. Filed by designated agent Lizette Elenes with Coastal Architects, on behalf of Elio Avalos 2221 San Mateo Place, Oxnard, California 93033.

Project Planner: Juan Martinez

Kathleen Mallory recommended to the Planning Commission that item F-2 be continued to June 1, 2017.

MOTION Commissioner Huber moved and Commissioner Dozier seconded a motion to continue item F-2 to June 1, 2017. The question was called and the motion carried unanimously.

G. NEW BUSINESS

1. California Environmental Quality Act (CEQA) Guidelines.

Project Planner: Isidro Figueroa

Joe Power with Rincon Consultants provided a powerpoint presentation outlining the update to the City of Oxnard's California Environmental Quality Act (CEQA) Threshold Guidelines. Joe Power presented staff's recommendation which was for the Planning Commission to adopt a resolution recommending that the City Council adopt the updated CEQA Guidelines.

Chair Frank commented that she felt the language on the agenda didn't provide sufficient information on what the CEQA item was about. She stated that she felt the way it was presented on the agenda didn't look like it was an update to the CEQA Guidelines.

The Planning Commission discussed and inquired about several topics, including: traffic; switching from Level of Service (LOS) to Vehicle Miles Travel (VMT) analysis; having a software to do the analysis; making the updated CEQA Guidelines available to the public once it's approved; discretionary action involving CEQA and ministerial action not requiring CEQA review; and the improvements to CEQA Guidelines to make it easier for members of the public to read and understand.

All Commissioners' questions and concerns were addressed.

Chair Frank opened the public testimony.

There were no public comments.

Chair Frank closed the public testimony.

MOTION Commissioner Chua moved and Commissioner Sanchez seconded a motion to adopt a resolution recommending that the City Council adopt the updated CEQA Guidelines, subject to certain findings and conditions contained within the Resolution of Approval. The question was called and the motion carried unanimously.

H. STUDY SESSION/REPORTS

None.

I. PLANNING COMMISSION BUSINESS

Commissioner Huber commented that the Strawberry Festival is coming up and to go out there and take the bus. No other Commissioners spoke at this time.

J. PLANNING MANAGER COMMENTS

Planning Manager Kathleen Mallory commented that there are three items scheduled for June 1, 2017 Planning Commission meeting: the continued item PZ 16-500-03 located at 600 Cooper Rd; PZ 17-550-01, the Aldi project; and the study session on Short Term Rentals (STR). Kathleen stated that nothing has changed since the last study session meeting and the purpose of the June 1st STR study session is to give answers and provide responses to the November 3, 2016 Planning Commission meeting. Kathleen also commented that staff will provide information on what has happened historically on STR's to keep the three new Commissioners up to date and that there will not be any action taken. Ms. Mallory noted that the meeting is an opportunity for the public to provide feedback, and the Commission to provide input. Commissioner Huber inquired if the Commission will be getting their Commission package earlier than the Friday the week before the meeting. Kathleen responded that staff will try to do their best to get the package to the Commission in advance.

K. ADJOURNMENT

At 9:20 p.m., the Planning Commission concurred to adjourn.

Deirdre Frank, Chair

ATTEST:

Kathleen Mallory, Planning Manager



PLANNING COMMISSION STAFF REPORT

TO: Planning Commission

FROM: Isidro Figueroa, Principal Planner

DATE: May 4, 2017

SUBJECT: Planning and Zoning Permit Nos. 16-500-08 (Special Use Permit); 16-535-02 (Density Bonus); and 16-300-09 (Tentative Tract Map). Property Located at the corner of First Street and Hayes Avenue (APNs: 201-0-112-080; 090; 100; 110; and 330).

1) Recommendation: That the Planning Commission:

- a)** Approve Planning and Zoning Permit No. 16-500-08 (Special Use Permit), subject to certain findings and conditions;
- b)** Approve Planning and Zoning Permit No. 16-535-02 (Density Bonus), subject to certain findings and conditions; and
- c)** Approve Planning and Zoning Permit No. 16-300-09 (Tentative Tract Map), subject to certain findings and conditions.

2) Project Description and Applicant: Proposal to construct six affordable (low income) single-family residences, and a Tentative Tract Map to subdivide five parcels into six parcels on a 0.48 acre Project site located within the La Colonia neighborhood. The single-story homes will range from 1,368 to 1,653 square feet in size and are designed to front Hayes Street with rear access for two-car garage parking off of an existing alley. Although the Project includes a density bonus request pursuant to State density bonus law, no additional units are being requested. However, three concessions are requested pursuant to the State's density bonus law: 1) a reduction in the required rear yard setback from 25 feet to 10 feet; 2) a reduction in the required side yard setback from 10 feet to a range of 3 to 7 feet; and 3) a reduction in the required interior yard space requirement of 30% to a range between 0% and 4.5%. For purposes of this Staff Report, the foregoing project description shall be referred to as the **"Project"**. Filed by Designated Agent Steven J. Dwyer, Habitat for Humanity of Ventura County (HFHVC), 1850 Eastman Avenue, Oxnard, California, 93030, on behalf of the property owner (the **"Applicant"**).

3) Existing & Surrounding Land Uses: The majority of the project site is unimproved and is covered with weeds and grass. However, there is a small one-story cinderblock commercial building (proposed to be demolished as part of the project). The Zoning and General Plan land use designations, and existing land uses are as follows (see Attachment A):

PZ Nos, 16-500-08; 16-535-02; and 16-300-09; Habitat for Humanity
 Planning Commission Date: May 4, 2017
 Page 2

LOCATION	ZONING	GENERAL PLAN	EXISTING LAND USE
Project Site	General Commercial (C-2)	Commercial General (CG)	Abandoned commercial building and vacant parcels
North	General Commercial (C-2)	Commercial General (CG)	Apartment Building
South	Multiple-Family (R-2)	Residential Low Medium (RLM)	Single-Family Residence
East	General Commercial (C-2)	Commercial General	Day Care Facility
West	Multiple-Family (R-2)	Residential Low Medium (RLM)	Single-Family Residence

- 4) Background Information:** There is an existing small one-story, cinder block commercial building that was permitted on May, 4, 1967 located between Parcels 4 and 5, which is proposed to be demolished as part of this project.

On July 19, 2015, the City Council approved and authorized the Mayor to execute a HOME Participation Agreement (A-7897), an Affordable Housing Agreement (A-7898) and an Affordable Housing HOME Community Housing Development Organization (CHDO) SetAside Loan (A-7899) with Habitat for Humanity of Ventura County. These funds provide financing in the amount of \$577,148 for the construction of six single-family homes to be constructed on the project site. The residential units will provide affordable homeownership opportunities for six low-income ($\leq 80\%$ Area Median Income) families. The City of Oxnard receives a direct allocation of HOME funds from the Department of Housing and Urban Development for the financing of affordable housing. Fifteen percent (15%) of these funds must be set-aside for the production of affordable housing by a CHDO. HFHVC is a CHDO certified organization by the City of Oxnard under the HOME program.

On December 29, 2016, the Applicant submitted the Planning and Zoning Permit application numbers 16-500-08, 16-535-02, and 16-300-09 requesting approval of a Special Use Permit, Density Bonus, and Tentative Tract Map, respectively, to allow construction of six affordable single-family residences and subdivide five parcels into six parcels on the 0.48 acre project site.

Environmental Determination: Based on California Environmental Quality Act (CEQA) Statute §21159.23, affordable housing projects on infill properties, such as the subject project, are statutorily exempt from CEQA review. Additionally, this Project is Categorically Exempt from CEQA pursuant to Section 15061 (“General Rule”), and Section 15332, Class 32 exemption (In-Fill Development) of the CEQA Guidelines. A Notice of Exemption has been prepared and is attached as Attachment B.

- a) §21159.23 Low-Income Housing Exemption:** In accordance to Statute §21159.23(1)&(2)(c) of the State CEQA Guidelines, affordable housing projects may be

*PZ Nos, 16-500-08; 16-535-02; and 16-300-09; Habitat for Humanity
Planning Commission Date: May 4, 2017
Page 3*

found to be exempt from the requirements of the California Environmental Quality Act (CEQA) if both of the following criteria are met:

The project meets the requirements Statute §21159.23 because: (i) the Developer agrees to enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of the six residential units for a minimum term of 55 years; (ii) the Project meets all the requirements set forth by CEQA Section 21159.2; (iii) the project site was previously developed for commercial purposes; (vi) the project site does not exceed 5 acres (0.48 acres); (v) the City of Oxnard has a density greater of 2,500 people per square mile; (vi) the project will not cause cumulative impacts or unusual circumstances because it is being developed at a lower density than it is allowed; (vii) the project meets the definition of residential units.

- b) Section 15061 (“General Rule”): (b) A project is exempt from CEQA if: (3) the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.**

The Project is not subject to CEQA pursuant to Section 15061(b)(3) because: (i) the 2030 General Plan designates the land use as Commercial General, which allows residential development with a maximum density of 18 units per acre; (ii) the Project is being proposed at a density lower than the maximum allowed under the 2030 General Plan’s Program Environmental Impact Report (PEIR), which analyzed impacts related to anticipated buildout projected by the 2030 General Plan; and (iii) the Project would be adequately served by all required utilities and public services.

- c) Section 15322 (In-Fill Development) A Class 32 categorical exemption under CEQA Guidelines Section 15332 consists of projects characterized as in-fill development meeting the conditions described below:**

The proposed Project meets the requirements of a Class 32 categorical exemption because it: (i) is consistent with the City of Oxnard 2030 General Plan designation and all applicable General Plan policies for the reasons set forth below; (ii) occurs within the City limits on a site of no more than five acres; (iii) is located on a site with no value as habitat for endangered, rare or threatened species; (iv) would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) would be adequately served by all required utilities and public services.

5) Analysis:

- a) General Discussion:** The Project includes a total of six single-family residences ranging in size from 1,368 to 1,653 square feet and comprised of two and three-bedroom residential units (see Attachment C). HFHVC’s contract with the City of Oxnard Housing department requires the sale of all units to be to low-income ($\leq 80\%$ Area Median Income) as defined by

PZ Nos, 16-500-08; 16-535-02; and 16-300-09; *Habitat for Humanity*
Planning Commission Date: May 4, 2017
Page 4

the HUD. The Project is designed to front Hayes Street with rear access for two-car garage parking off of an existing alley. Each residential unit has been designed to incorporate a covered porch to the front of each individual residence to accentuate the California-bungalow architecture and provide for private open space for each individual home.

- b) General Plan Consistency:** The 2030 General Plan Land Use Designation for the subject property is CG (Commercial General). This land use designation allows retail centers and free-standing commercial uses along arterials. It also allows office, residential uses up to 18 dwelling units per acre, live/work, work/live, and mixed uses.

Under the General Plan land use designation, the 0.48-acre site allows 1 dwelling unit (DU)/2,400 square feet, which would allow for a maximum of eight residential units. The project is designed at 1DU/3,467(average) for a total of six residential units, which is less than the maximum allowed density pursuant to the City's General Plan and City Code. The Project is consistent with the applicable General Plan policies listed below. Consistency with the 2030 General Plan is defined by the relationship between 2030 General Plan policies and the proposed project. The three consistency classification levels are:

- I. Direct Applicability to a Proposed Project or Program (full text of the policy and an explanation).
- II. Related or Indirect Applicability to the Proposed Project or Program (policy title and an explanation for each or groups of related or indirectly related policies).
- III. No or Distant Applicability to the Proposed Project or Program (all policies not listed as Level I and II are assumed to be consistent).

POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
CD-1.5	I	Promote the development of a variety of housing types throughout the City including apartments, condominiums, lofts, townhouses, and attached and detached single family units	The Project is proposed on an existing underutilized parcel surrounded by residential units, predominately single-family residences with existing public utilities and services in the vicinity.
CD-8.1	I	Continue to limit development to those areas that can be served by existing or planned utilities, transportation, and service systems.	The proposed Project is surrounded by urban development and existing utilities found within First Street, Hayes Avenue an existing alley, which can adequately serve the proposed Project.

*PZ Nos, 16-500-08; 16-535-02; and 16-300-09; Habitat for Humanity
Planning Commission Date: May 4, 2017
Page 5*

POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
CD-14.1	I	In the evaluation of development proposals, continue to ensure that public and private development projects comply with City design policies, plans, and guidelines.	The Project has been designed to be under the maximum allowed density to ensure that the residences are designed consistent to the City's General Plan and Zoning Code, surrounding residential units, and provide the maximum allowed residential amenities. The Development Advisory Committee (DAC) reviewed the project and recommended approval of the project with minimal comments.
ISC-1.2	I	Review development proposals for their impacts on infrastructure (e.g., sewer, water, fire stations, libraries, streets) and require appropriate mitigation measures to ensure that proposed developments do not create substantial adverse impacts on existing infrastructure and that the necessary infrastructure will be in place to support the development.	The proposed Tentative Subdivision Tract Map and the associated improvements would tie into existing infrastructure, which has the capacity to provide service to the proposed residential dwellings.
ICS-8.5	I	Consider and require where appropriate and feasible the enhancement of the pedestrian environment as part of private development and public works projects, especially for public sidewalks.	The proposed site design includes appropriate improvements for pedestrian and vehicle access, including prominent sidewalks and sidewalk landscaping, and vehicle parking.
ER-9.2	I	Enhance neighborhood diversity and reinforce the desirable elements of neighborhood character and quality through incorporation of design guidelines, use of landscape materials, and encouraging new developments to integrate historical and culturally significant elements into proposed projects.	The proposed Project has requested relief from providing interior yard space as required by the Zoning Code as part of the density bonus request required by State law, landscaping (eight trees) and building designs that enhance the aesthetic character of the existing neighborhood.
CD-3.4 CD-14.1 CD-14.2 CD-14.3 ICS-11.10 ER-9.4 ER-10.1	II	Neighborhood Quality of Life Design Review Process Development Advisory Committee Functions Quality of Design Water Supply Findings for Smaller Projects Human Scale Development Promote Use of Native and Water Wise Plants	The Development Advisory Committee (DAC) review process led to minimal changes in the project and/or conditions of approval that meet these Level II policies.
All Others	III	All policies not listed above	Assumed Consistent

PZ Nos, 16-500-08; 16-535-02; and 16-300-09; Habitat for Humanity
 Planning Commission Date: May 4, 2017
 Page 6

- c) Conformance with Zoning Development Standards:** The proposed Project is located in the Commercial General (C-2) zone district. Pursuant to City Code Section 16-136, through approval of a Special Use Permit (SUP) residential uses are permitted in C-2 zone district under the development standards contained within the R-3 Garden Apartment Zone. The project is consistent with most, but not all, of the applicable development standards shown in the following table. For those standards for which the project does not conform, the applicant requests three concessions pursuant to Government Code Section 65915(d): 1) a reduction in the required rear yard setback from 25 feet to 10 feet; 2) a reduction in the required side yard setback from 10 feet to a range of 3 to 7 feet; and 3) a reduction in the required interior yard space requirement of 30% to a range between 0% and 4.5%.

DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES
Max. building height 16-58	3 stories not to exceed 35 feet from top of curb	15 Feet	YES
Density 16-59	1 unit per 2,400 square feet lot area. No more than 2 du on any lot with an average width between 50'-60'; No more than 1 du on any lot with an average width less than 40'.	1 DU/3,467 sq. ft. (average) Range: 2,902 sq. ft. to 3,575 sq. ft.	YES
Front yard 16-60	20 feet; 15 feet is access is provided from the alley.	15'- alley access	YES
Side yard 16-61	5 feet for 1 & 2 stories; 7.5 feet for 2.5 story bldg.. Concession No. 1 Required Per Gov. Code § 65915	Range: 3' to 7' all single-story units	Yes, with approval of Density Bonus
Rear yard 16-62	25 feet Concession No. 2 Required Per Gov. Code § 65915	10'	Yes, with approval of Density Bonus
Interior yard space (IYS) 16-63	30% of lot area, with min. dimension of 15' x 15'. May not include vehicle parking or circulation areas. 25% of required IYS may be provided by deck space if minimum 10' x 10' and 200 square feet. Area open from ground to sky (see exceptions 16-304-16-307). Concession No. 3 Required Per Gov. Code § 65915	Range 0% to 4.5%	Yes, with approval of Density Bonus
Parking spaces Resident 16-622	1 space in a garage for each 1-bedroom unit, and 2 spaces in a garage for each unit with 2 -5 bedrooms.	2-car garage	YES
Fences/hedges - front yard 16-308	Must be at least 50% open, and may not exceed 42 inches. Or if solid wall, than may not exceed 18 inches.	42" inch vinyl fence (50%)	YES

PZ Nos, 16-500-08; 16-535-02; and 16-300-09; Habitat for Humanity
 Planning Commission Date: May 4, 2017
 Page 7

DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES
		open)	
Fences/hedges - side & rear yards 16-309	Not to exceed 7 feet in height.	6'	YES

- d) Site Design:** The proposed single-family residences are designed to front Hayes Avenue. Each dwelling unit has been designed to include a covered porch patio area, which is accessed from the front entry walkway, and both the entry and dining rooms of each residence. The parking areas for each individual dwelling would be provided by a two-car garage accessed by an alley off of First Street.

Parcel	Floor Plan	Number of Beds/Baths	Garage	Lot Size (Square Feet)
1	C1	2/1	2-Car	3,102
2	C1	3/2	2-Car	3,574
3	C1	2/1	2-Car	2,902
4	C2	2/1	2-Car	2,951
5	C1	3/2	2-Car	3,575
6	C2	3/2	2-Car	3,575

- a) Tentative Subdivision Map:** The proposed Tentative Subdivision Tract Map No. 5997 (PZ No. 16-300-09) establishes six individual parcels improved with a single-family residence. The proposed project would connect to existing utilities and infrastructure located within First Street, Hayes Avenue and the existing alley. New infrastructure improvements are proposed for the street frontage including public sidewalks and parkways. The applicant has been conditioned to improve the frontage of the alley to include construction of a center concrete ribbon gutter. This condition also stipulates that in order to improve the maneuverability for access in-and-out of the garage and discourage the parking of vehicles along the 10-foot long driveways, the applicant shall be responsible for providing a 6 foot public access dedication along the project frontage. The project is conditioned to relocate the existing power poles along the frontage of the alley to the edge of the widened alley instead of being placed underground. City Code Section 21-29(A)(1)(c), allows developers of “smaller projects” (construction or land development subject to this article [Underground Utilities] which is carried out in its entirety on less than ten acres and which involves construction of less than 134,000 square feet of floor area) to pay the City’s in-lieu fee instead of undergrounding utilities. The project site is less than ten acres in area (0.48 acres), and the construction of the six residential units totals less than 134,000 square feet (approximately 10,193 sq. ft.). The proposed tentative subdivision map was referred to various public utility companies, City departments, and the DAC for review and comment. Review comments have been made conditions of approval.

*PZ Nos, 16-500-08; 16-535-02; and 16-300-09; Habitat for Humanity
Planning Commission Date: May 4, 2017
Page 8*

- b) Circulation and Parking:** Driveways providing ingress and egress to the Project are provided off of an alley accessed from First Street. Each single-family residence has been designed with a two-car garage for parking.
- c) Building Design:** The Project has been designed to incorporate architectural elements found in Craftsman-style architecture. The residential units incorporate elements that are consistent with the architecture of surrounding residences. Given that the residences within the La Colonia Neighborhood represent an eclectic variety of architectural types with no single or dominant architectural style, the Craftsman-style architecture is fitting for the neighborhood. As the predominant features displayed on the exterior of the residence, the proposed project incorporates earth tone colors, Hardiepanel siding, low-pitched gable roof lines to the front and rear elevations, gable vents to front and rear elevations, and tapered columns resting on piers. The proposed construction materials are consistent with the materials used in the construction of surrounding residences. The low-pitched gable roof is consistent with the architecture of the proposed Craftsman-style residences and surrounding roof lines of the existing community. Accordingly, the project is proposing to incorporate medium-dark color roof tile to help the project blend in with the surrounding residences. Additionally, the absence of non-glaring material and obtrusive equipment on the proposed roof, allows for the project to blend with the existing environment without making the roof line a dominant feature.
- d) Density Bonus:** State density bonus law (Government Code § 65915-§ 65918) stipulates that additional dwelling units shall be allowed over the otherwise maximum allowable residential density identified in the General Plan, for projects which provide affordable housing for families defined as low-, very low-, or moderate-income households. The number of additional dwelling units and development concessions are determined by the base zoning and the total of units that are deed restricted as very low, low, or moderate income units. Government Code §65915(f) provides the formula with which to calculate the density bonus. However, this Project does not request additional units allowed by the R-3 zoning and instead will provide affordable for-sale units to low-income ($\leq 80\%$ Area Median Income) as defined by the HUD. As such, the Applicant is seeking approval of three concessions which is the maximum allowed under the State density bonus law and the City's density bonus regulations (Oxnard City Code Section 16-410M). The concessions are as follows: 1) a reduction in the required rear yard setback from 25 feet to 10 feet; 2) a reduction in the required side yard setback from 10 feet to a range of 3 to 7 feet; and 3) a reduction in the required interior yard space requirement of 30% to a range between 0% and 4.5%. The City is required to grant the Density Bonus concessions except in the very narrow circumstances where a written finding based upon substantial evidence is made as outlines in Oxnard City Code Section 16-410(N). Therefore, staff finds that the project is consistent with the State's density bonus law and confirms that the proposed project qualifies for the three development standard concessions.

*PZ Nos, 16-500-08; 16-535-02; and 16-300-09; Habitat for Humanity
Planning Commission Date: May 4, 2017
Page 9*

- e) Landscaping and Open Space:** A total of 30% of IYS is required for each parcel. The applicant has requested relief from this requirement as Concession No. 3 per the State's density bonus request. The following table identifies the IYS percentage provided on each parcel.

Parcel Number	IYS Requirement (30% minimum)
1	3.1%
2	0%
3	4.5%
4	4.4%
5	0%
6	0%

The First Street and Hayes Avenue streetscape design includes a 5 ft. wide landscaped parkway as well as a 5 ft. sidewalk and front yard landscaping at the back of the sidewalk. Based on the conceptual landscape plan, the Project proposes to install eight trees on the front yard of each parcel. The front and side-yard open space area of each parcel is improved with artificial turf instead of lawn. Staff has determined that this configuration is acceptable given the current landscaping and irrigation restrictions imposed by California State Assembly Bill (AB) 1881 and the California Governor's Executive Order B-29-15. All on site landscaping will be California native and low water using.

- 2) Development Advisory Committee (DAC):** DAC reviewed the Project on February 1, 2017. Recommendations of the DAC are reflected in the design of the Project and as proposed conditions of approval in the attached resolutions.
- 3) Community Workshop and Public Input:** On March 10, 2017, the Applicant mailed notices of the Community Workshop meeting to all 1,103 property owners within the La Colonia neighborhood. A notice of this meeting was posted on the Project site with a brief description and contact information. The Community Workshop was conducted on March 20, 2017. Approximately twenty-three individuals attended the March 20th Community Workshop with only one resident from La Colonia in attendance, based on the workshop sign-in sheet. The Applicant responded to concerns regarding property maintenance issues pertaining to a project that was believed to have been built by Habitat for Humanity located in South Oxnard. The Applicant was unfamiliar with any previous projects in Ventura County having maintenance issues but stated that maintenance of residential units is stipulated onto contracts entered with homeowners, and that the homeowner is contractually obligated to maintain the residence in good condition or be in violation of the contract. The individuals who raised the concern were satisfied with the Applicant's response and stated that they support the efforts made by Habitat for Humanity.

PZ Nos, 16-500-08; 16-535-02; and 16-300-09; Habitat for Humanity
Planning Commission Date: May 4, 2017
Page 10

4) Appeal Procedure: In accordance with OCC Section 16-545 of the City Code, the Planning Commission's action on Planning and Zoning Permit Nos. 16-500-08 (Special Use Permit) and 16-535-02 (Density Bonus) may be appealed to the City Council within 18 days after the decision date. Appeal forms may be obtained from the City Clerk and must be submitted with the appropriate fees before the end of the appeal period. The Planning Commission's action on Planning and Zoning Permit No. 16-300-09 (Tentative Subdivision Tract Map) is a recommendation to be considered by the City Council at a later date.

Attachments:

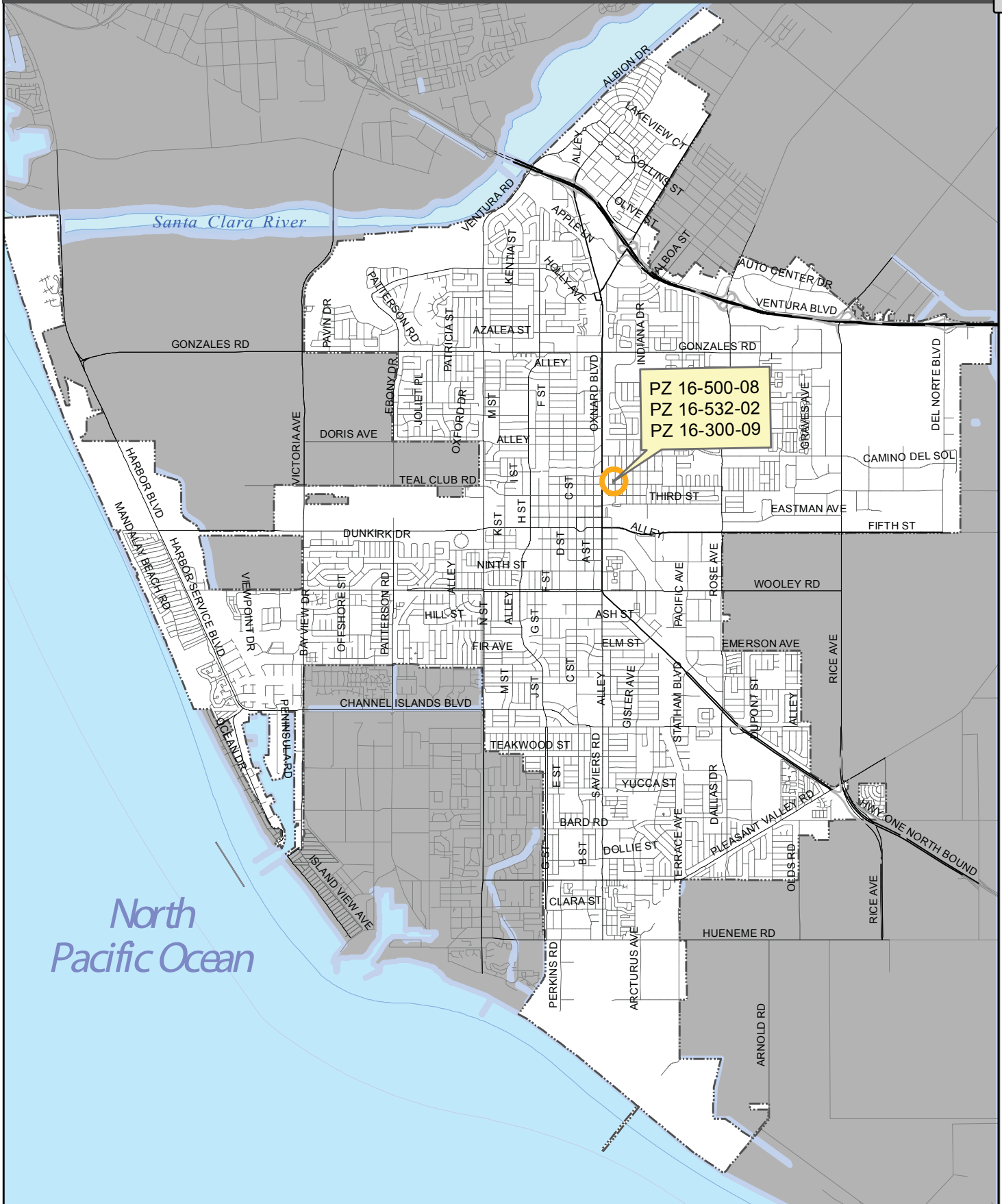
- A. Maps (Vicinity, General Plan, Zoning)
- B. Notice of Exemption
- C. Reduced Project Plans
- D. Resolutions

Prepared by: _____
 IF

Approved by: _____
 KM

Attachment A

Maps (Vicinity, General Plan, Zoning)



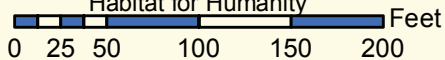
2030 General Plan Land Use Map

L.5.g



Oxnard Planning
March 9, 2017

PZ 16-500-08, 16-532-02, 16-300-09
Location: Corner of First St & Hayes Ave.
APN: 2010112080, 2010112090,
2010112100, 2010112110, 2010112330
Habitat for Humanity



2030 General Plan Land Use Map

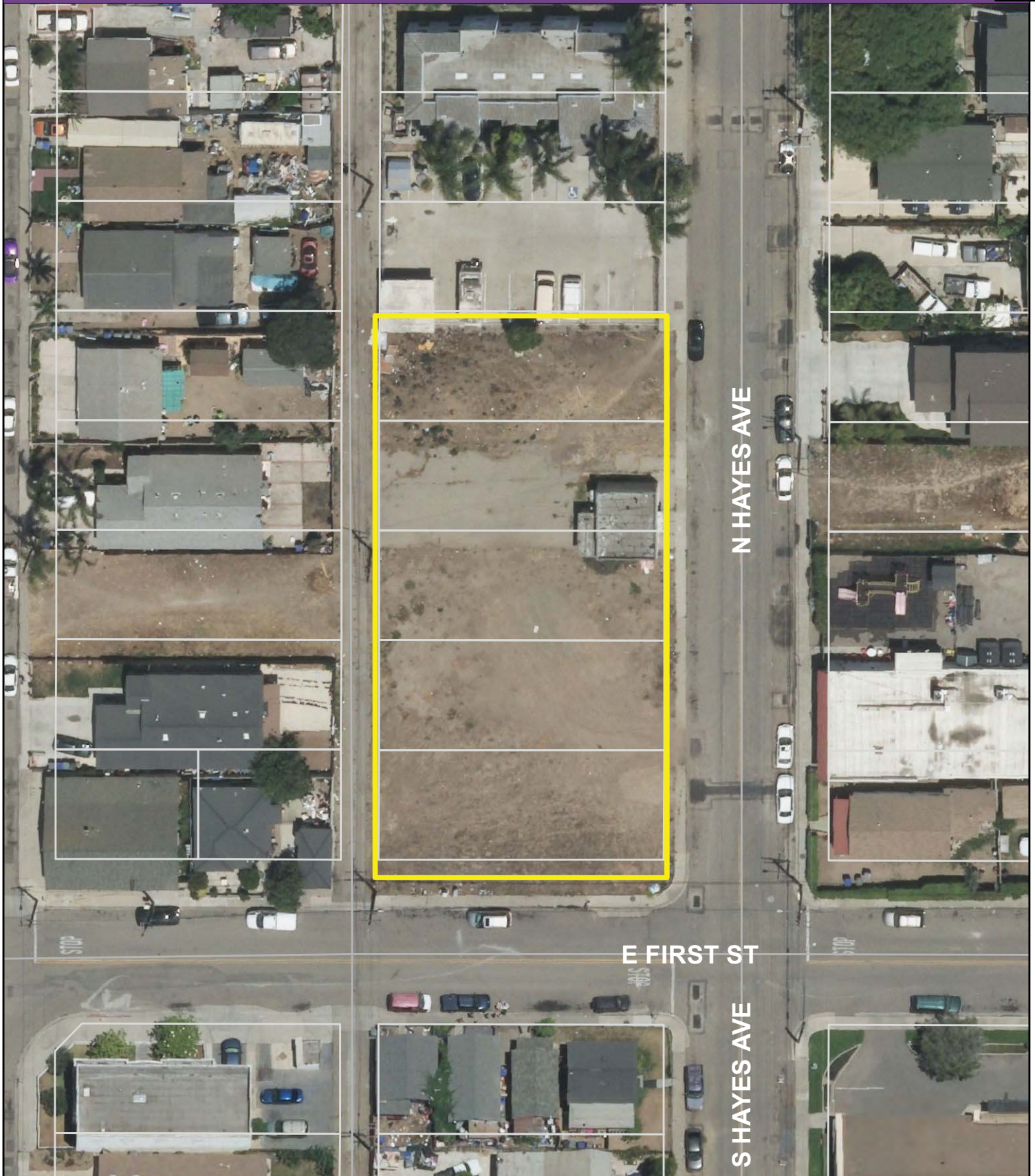


1:1,250

L.5.g



1:1,250



Attachment B
Notice of Exemption

OXNARD PLANNING DIVISION
214 SOUTH C STREET
OXNARD, CALIFORNIA 93030



NOTICE OF EXEMPTION

Project Description:

Proposal to construct six affordable (very low income) single-family residences, and a Tentative Tract Map to subdivide five parcels into six parcels on a 0.48 acre Project site located within the La Colonia neighborhood. The single-story homes will range from 1,368 to 1,653 square feet in size and are designed to front Hayes Street with rear access for two-car garage parking off of an existing alley. Although the Project includes a density bonus request pursuant to State density bonus law, no additional units are being requested. However, three concessions are requested pursuant to the State's density bonus law: 1) a reduction in the required rear yard setback from 25 feet to 10 feet; 2) a reduction in the required side yard setback from 10 feet to a range of 3 to 7 feet; and 3) a reduction in the required interior yard space requirement of 30% to a range between 0% and 4.5%.

Finding:

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

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

Supporting Reasons: Based on California Environmental Quality Act (CEQA) Statute §21159.23, affordable housing projects on infill properties, such as the subject project, are statutorily exempt from CEQA review. Additionally, this Project is Categorically Exempt from CEQA pursuant to Section 15061 ("General Rule"), and Section 15332, Class 32 exemption (In-Fill Development) of the CEQA Guidelines.

- a) §21159.23 Low-Income Housing Exemption:** In accordance to Statute §21159.23(1)&(2)(c) of the State CEQA Guidelines, affordable housing projects may be found to be exempt from the requirements of the California Environmental Quality Act (CEQA) if both of the following criteria are met:

The project meets the requirements Statute §21159.23 because: (i) the Developer agrees to enter into an agreement in a form approved by the City Attorney ensuring the

continued affordability of the six residential units for a minimum term of 55 years; (ii) the Project meets all the requirements set forth by CEQA Section 21159.2; (iii) the project site was previously developed for commercial purposes; (vi) the project site does not exceed 5 acres (0.48 acres); (v) the City of Oxnard has a density greater of 2,500 people per square mile; (vi) the project will not cause cumulative impacts or unusual circumstances because it is being developed at a lower density than it is allowed; (vii) the project meets the definition of residential units.

b) Section 15061 (“General Rule”): (b) A project is exempt from CEQA if: (3) the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

The Project is not subject to CEQA pursuant to Section 15061(b)(3) because: (i) the 2030 General Plan designates the land use as Commercial General, which allows residential development with a maximum density of 18 units per acre; (ii) the Project is being proposed at a density lower than the maximum allowed under the 2030 General Plan’s Program Environmental Impact Report (PEIR), which analyzed impacts related to anticipated buildout projected by the 2030 General Plan; and (iii) the Project would be adequately served by all required utilities and public services.

c) Section 15322 (In-Fill Development) A Class 32 categorical exemption under CEQA Guidelines Section 15332 consists of projects characterized as in-fill development meeting the conditions described below:

The proposed Project meets the requirements of a Class 32 categorical exemption because it: (i) is consistent with the City of Oxnard 2030 General Plan designation and all applicable General Plan policies for the reasons set forth below; (ii) occurs within the City limits on a site of no more than five acres; (iii) is located on a site with no value as habitat for endangered, rare or threatened species; (iv) would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) would be adequately served by all required utilities and public services.

May 4, 2017

(Date)

Kathleen Mallory, AICP
Planning and Environmental Services
Manager

Attachment C
Reduced Project Plans

FIRST AND HAYES

EAST FIRST STREET AND NORTH HAYES AVENUE



SHEET INDEX

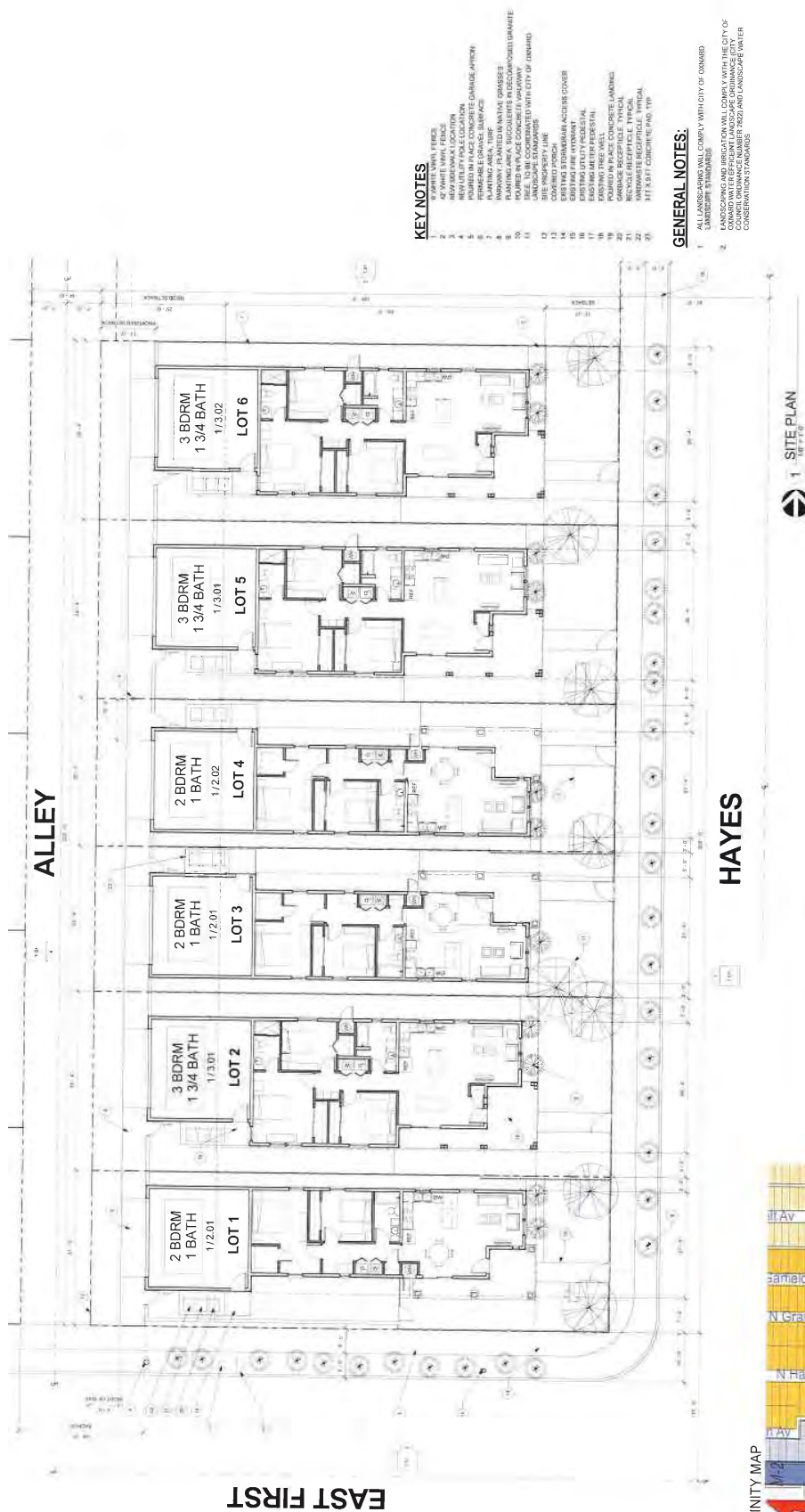
01	TITLE SHEET
02	01-ARCHITECTURAL
03	02-LANDSCAPE
04	03-CIVIL
05	04-STRUCTURAL
06	05-MECHANICAL
07	06-ELECTRICAL
08	07-PLUMBING
09	08-FIRE PROTECTION
10	09-PAVEMENT
11	10-UTILITIES
12	11-CONCRETE
13	12-STEEL
14	13-WOOD
15	14-GLASS
16	15-METAL
17	16-PAINT
18	17-FINISHES
19	18-ROOFING
20	19-CLADDING
21	20-DOORS
22	21-WINDOWS
23	22-SCREENS
24	23-HANDRAILS
25	24-BENCHES
26	25-LIGHTS
27	26-PLANTING
28	27-MATERIALS
29	28-COLOR BOARD
30	29-SITE CONTEXT PHOTOS
31	30-CONCEPTUAL LANDSCAPE PLAN
32	31-PRIMARY GRADING PLAN
33	32-PAVEMENT PLAN
34	33-FIRE HYDRANT TANK
35	34-UTILITY TANK

PROJECT TEAM

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KENTUCKY, KY 40021
CONTACT: J. STEVEN DAVEN
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CIVIL ENGINEER
KENTUCKY COUNTY HUMANITARIAN GROUP
1800 EASTMAN AVENUE
KENTUCKY, KY 40021
CONTACT: J. STEVEN DAVEN
PHONE: (606) 552-2115
EMAIL: JSTEVEN@HABITATKYUSA.ORG



LOT	ACRES	SQ.FT.
1	0.01	3162.25
2	0.032	3254.32
3	0.031	2502.38
4	0.068	2951.67
5	0.82	3575.41
6	0.062	3575.75

[illegible]

SITE INFORMATION	
SITE	(S) 10
BUILDING COVERAGE	8
2 BEDROOM / GARAGE	4
2 BEDROOM / COVERED PATIO	1
2 BEDROOM / COVERED PATIO	1
2 BEDROOM / GARAGE	2
2 BEDROOM / COVERED PATIO	2
HARRISBURG'S	
VEHICULAR (GARAGE APRONS)	1
PEDESTRIAN (WALKWAYS)	1
LANDSCAPE	1
PLANTING	1
PLANT	1
LANDSCAPE SURFACES	1
536 A/V	536 A/V
485 A/V	485 A/V
865 A/V	865 A/V

NO. OF BUILDINGS	TOTAL CONCRETE	% OF SITE
3	2654	
3	1260	
3	510	
3	3482	
3	1700	
3	683	
TOTAL	10539	46.2%
8	950	4.5%
8	510	2.5%
0	3216	13.4%
0	2010	13.5%
0	5150	25.5%

DWELLING / PARKING INFORMATION	
BUILDINGS	
3 BUILDINGS	
3 BUILDINGS	
FLOOR PLAN CALCULATION	
1 BEDROOM SINGLE FAMILY	
1 BEDROOM SINGLE FAMILY	
1 BEDROOM	
TOTAL, SQ. FT.	
4000 SQ. FT. MAX. VEHICLE SPACE - 2400	
300 SQ. FT. GARAGE/UTILITY - 1000 SQ. FT.	
PARKING	
12 PARKING SPACES ON SITE	
12 DRIVE-UP GARAGE PER	

MAIN STREET
ARCHITECTS + PLANNERS INC.
422 east main street, ventura ca 93003
P: (805) 652-2115 mainstreetarchitects.com

SITE PLAN

FIRST AND HAYES

VENTURA COUNTY HABITAT FOR HUMANITY
EAST FIRST STREET AND NORTH HAYES
AVENUE

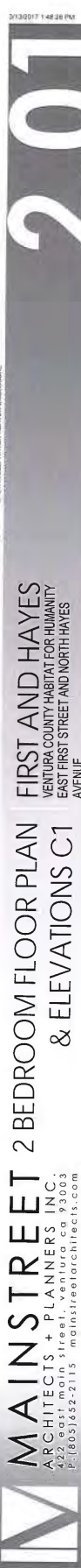
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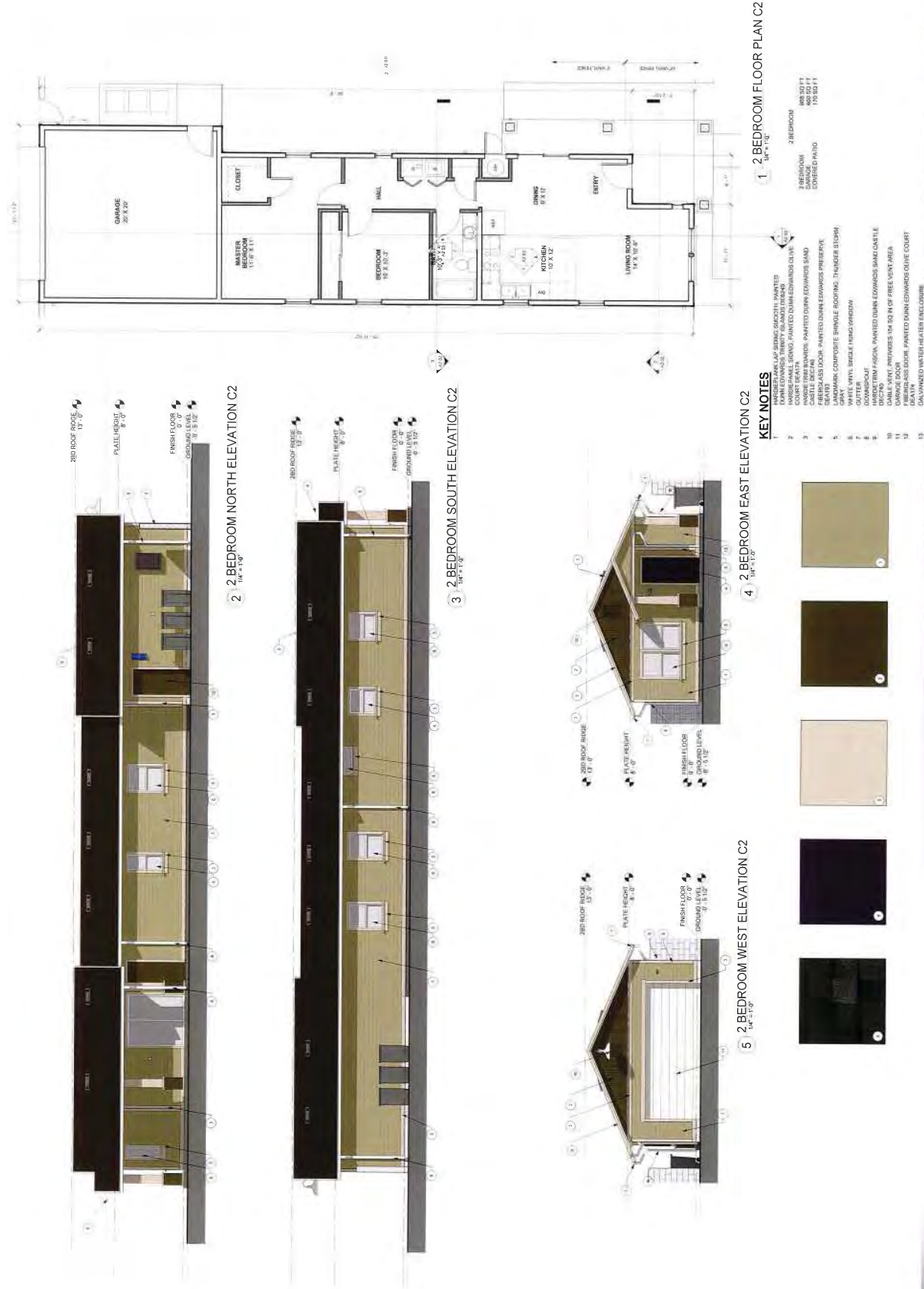


ALL EXTERIOR LIGHT FIXTURES SHALL HAVE FULL CUT-OFF, WITH THE EXCEPTION OF A MAXIMUM OF 200 LUMENS PER FIXTURE FOR UN-
SHIELDED FIXTURES OR A MAXIMUM OF 1,000 LUMENS FOR PARTIALLY
SHIELDED FIXTURES. ALL LIGHTING SHALL BE VISIBLE AND CRISP (TO THE VIEWER)
LIGHT SHINING DIRECTLY ON THE ROADWAY. EXTERIOR LIGHTING SHALL PROVIDE NOT MORE THAN 7 FOOT CANDLES
OR LESS THAN 1 FOOT CANDLE.
LIGHTING SHALL BE WITHIN THE SPECTRUM OF 3,000 AND 27,000 K
AND SHALL NOT EXCEED 100 WATT. LIGHTING SHALL NOT BE PLACED
DOES NOT ILLUMINATE BEYOND THE PROPERTY LINE.
ALLEY LIGHTING SHALL BE FULL CUT-OFF, MOUNTED ABOVE 10 FT
ABOVE ADJACENT BUSH GRASS, INSTALLED WITH A 'BUSH TO DAWN'

- 12 HANDISINGLE SIDING STAGGERED EDGE PANEL
- 11 PAINTED DUNK EDWARDS GOLF ROOF BEETS
- 10 ROOF PANEL SHINGLING PAINTED DUNK EDWARDS OLD
- 9 HANDISINGLE SIDING PAINTED DUNK EDWARDS
- 8 OLIVE COURT OLIVIA
- 7 GALVANIZED WATER HEATER ENCLOSURE
- 6 8 WHITE VINYL FENCE
- 5 EXISTING REITER PERMETAL
- 4 EXISTING UTILITY PERMETAL
- 3 EXISTING REITER PERMETAL
- 2 EXISTING REITER PERMETAL
- 1 31' HOUSE NUMBER MOUNTED TO THE HOUSE ON STREET ELEVATION, ILLUMINATED BY THE HOUSE

- 1 AREA WITH PROFILES IN 30° OF FREE VENT
- 2 LAKEMAIN COMPOSITE SHINGLE ROOFING
- 3 WEATHERED WOOD
- 4 GARAGE DOOR
- 5 WHITE VINYL SINGLE HUNG WINDOW
- 6 WHITE PINK LAR SIDING SMOOTH PAINTED
- 7 DUNEWOOD SHINGLE ROOFING
- 8 HAZELTRIM BOARD, PAINTED DUNE EDWARD
- 9 HAZELTRIM BOARD, PAINTED DUNE EDWARD
- 10 PINE PEARL #5532
- 11 PINEGLASS DOOR, PAINTED DUNE EDWARDS BARN
- 12 TIED DECK
- 13 HAZELTRIM LAR SIDING SMOOTH PAINTED
- 14 HAZELTRIM BOARD, PAINTED DUNE EDWARDS
- 15 HAZELTRIM SHINGE #5532 ROOFING PANEL
- 16 PAINTED DUNE EDWARDS OLIVE COURT DECK
- 17 HAZELTRIM BOARD, PAINTED DUNE EDWARDS
- 18 HAZELTRIM BOARD, PAINTED DUNE EDWARDS







**MAIN STREET 2 BEDROOM FLOOR PLAN
& ELEVATIONS C2**

ARCHITECTS + PLANNERS INC.
422 east main street, ventura, ca 93003
P: (805) 652-2115 mainstreetarchitects.com

FIRST AND HAYES
VENTURA COUNTY HABITAT FOR HUMANITY
EAST FIRST STREET AND NORTH HAYES
AVENUE

2.02

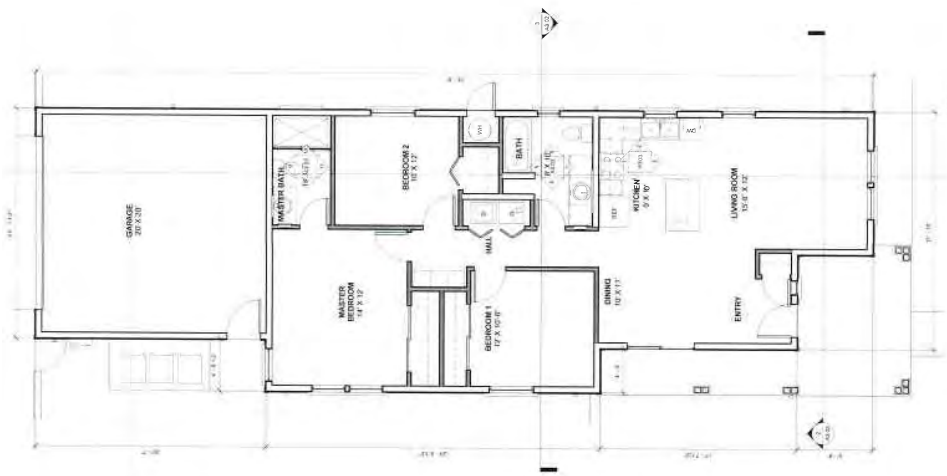


3.01

MAIN STREET 3 BEDROOM FLOOR PLAN & ELEVATIONS C1

FIRST AND HAYES
VENTURA COUNTY HABITAT FOR HUMANITY
EAST FIRST STREET AND NORTH HAYES AVENUE

ARCHITECTS + PLANNERS, INC.
422 S. Main Street, Suite 100
P.O. Box 652-2115 mainstreetarchitects.com



1 3 BEDROOM FLOOR PLAN C2
14'-0" x 11'-0"

- KEY NOTES**
- 1. MAIN FLOOR: LAMP, SERIES, SMOOTH, PAINTED (DARK EDWARDS BURGAL 207) PLANK, CEILING (D54313)
 - 2. 3 BEDROOM: 1,203 SQ. FT. 20' x 20' FT. COATED PAVO
 - 3. 3 BEDROOM: 1,203 SQ. FT. 20' x 20' FT. COATED PAVO
 - 4. MASTER BEDROOM: PAINTED DUNE EDWARDS PALE PEARL (D54313)
 - 5. BEDROOM: PAINTED DUNE EDWARDS BARN RED (D54313)
 - 6. BEDROOM: PAINTED DUNE EDWARDS BARN RED (D54313)
 - 7. BATH: LANDMARK COMPOSITE SPRINKLE ROOFING, AREA THIRDED WOOD
 - 8. KITCHEN: SINGLE HARD WOOD
 - 9. LIVING ROOM: PAINTED DUNE EDWARDS BARN RED (D54313)
 - 10. ENTRY: DOWNSPOUT
 - 11. GARAGE: DOWNSPOUT
 - 12. GARAGE: DOWNSPOUT

3.02

FIRST AND HAYES
VENTURA COUNTY HABITAT FOR HUMANITY
EAST FIRST STREET AND NORTH HAYES
AVENUE

3 BEDROOM FLOOR PLAN
& ELEVATIONS C2

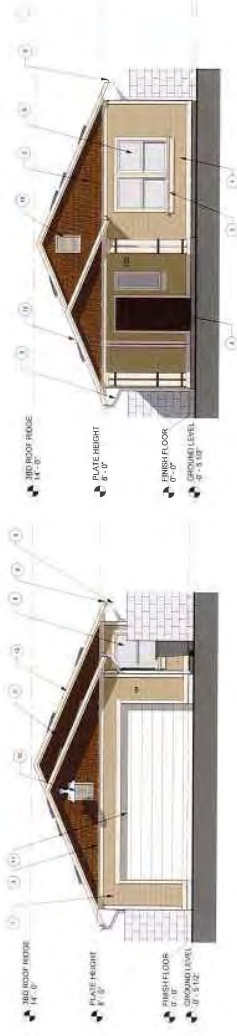
MAIN STREET ARCHITECTS + PLANNERS INC.
422 EAST 1ST STREET, SUITE 100
P.O. BOX 652-2115 mainstreetarchitects.com



2 3 BEDROOM NORTH ELEVATION C2
14'-0" x 11'-0"



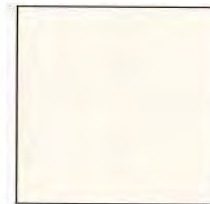
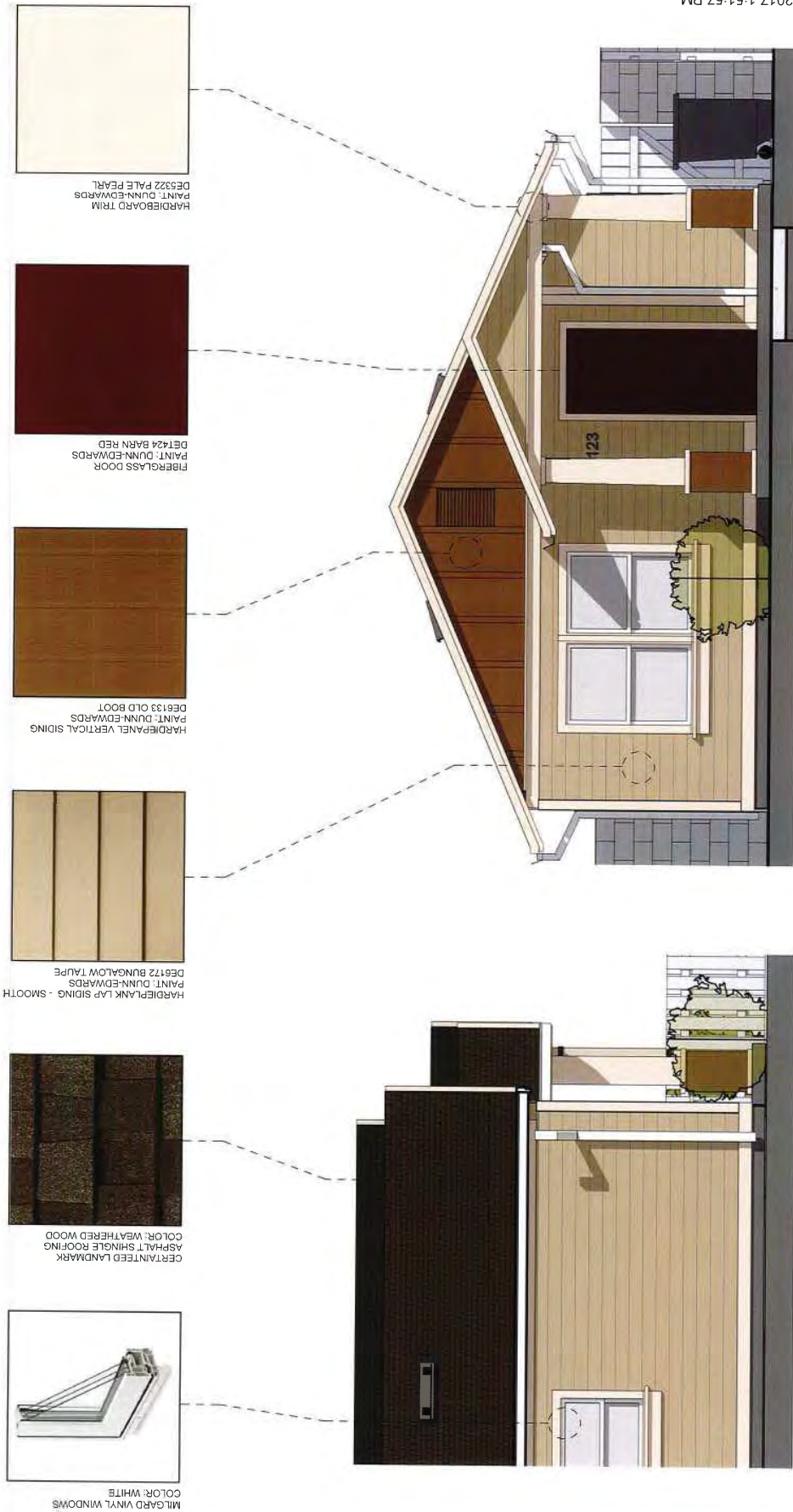
3 3 BEDROOM SOUTH ELEVATION C2
14'-0" x 11'-0"



4 3 BEDROOM EAST ELEVATION C2
14'-0" x 11'-0"

5 3 BEDROOM WEST ELEVATION C2
14'-0" x 11'-0"





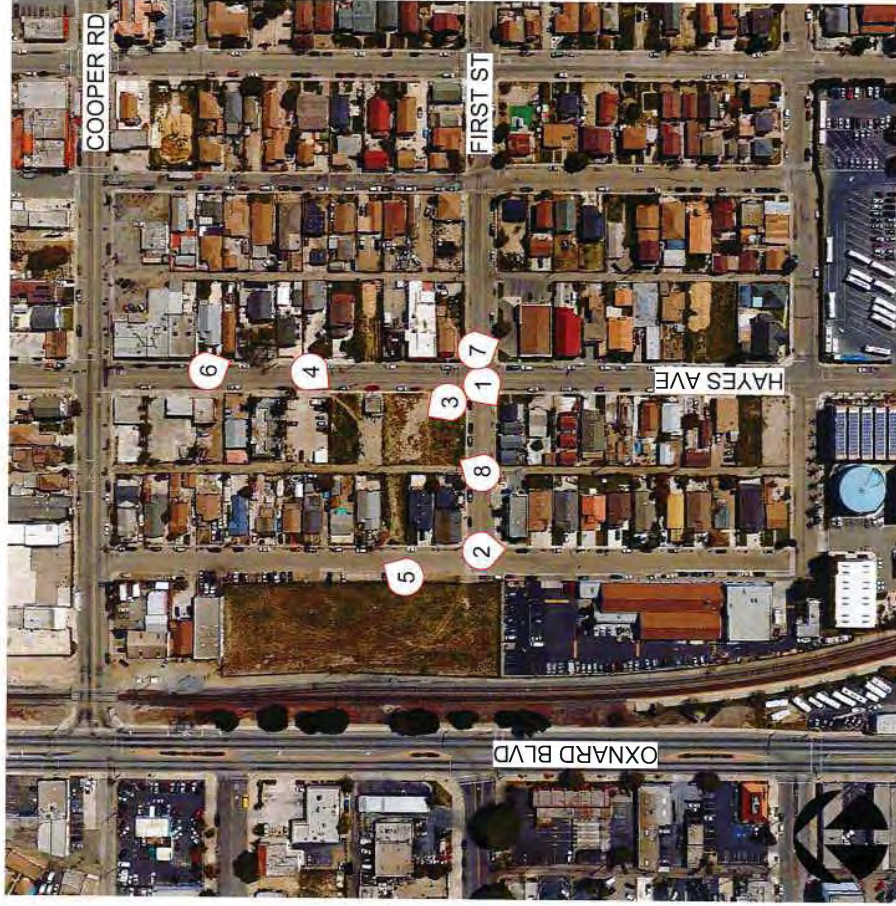
MAIN STREET
ARCHITECTS + PLANNERS INC.
1322 East Main Street, Ventura, CA 93003
P: (805) 652-2113 mainstreetarchitects.com

MATERIALS
COLOR BOARD
FIRST AND HAYES
VENTURA COUNTY HABITAT FOR HUMANITY
EAST FIRST STREET AND NORTH HAYES AVENUE

4.00

3/13/2017 1:51:57 PM





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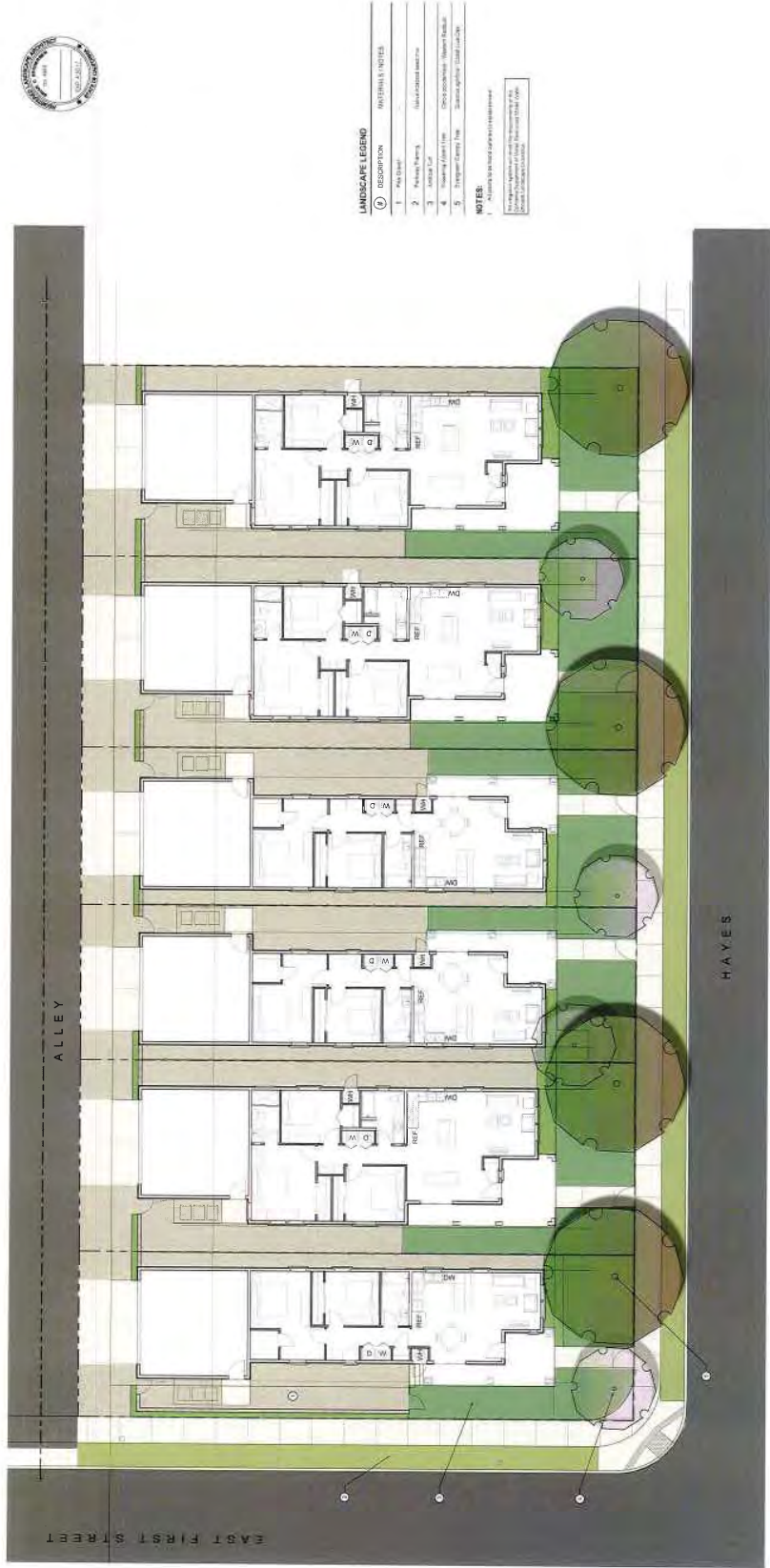


MAIN STREET
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SITE CONTEXT
PHOTOS

FIRST AND HAYES
VENTURA COUNTY HABITAT FOR HUMANITY
EAST FIRST STREET AND NORTH HAYES AVENUE

5.00



LANDSCAPE LEGEND	
①	DESCRIPTION
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100	Planting Notes

① CONCEPTUAL LANDSCAPE PLAN

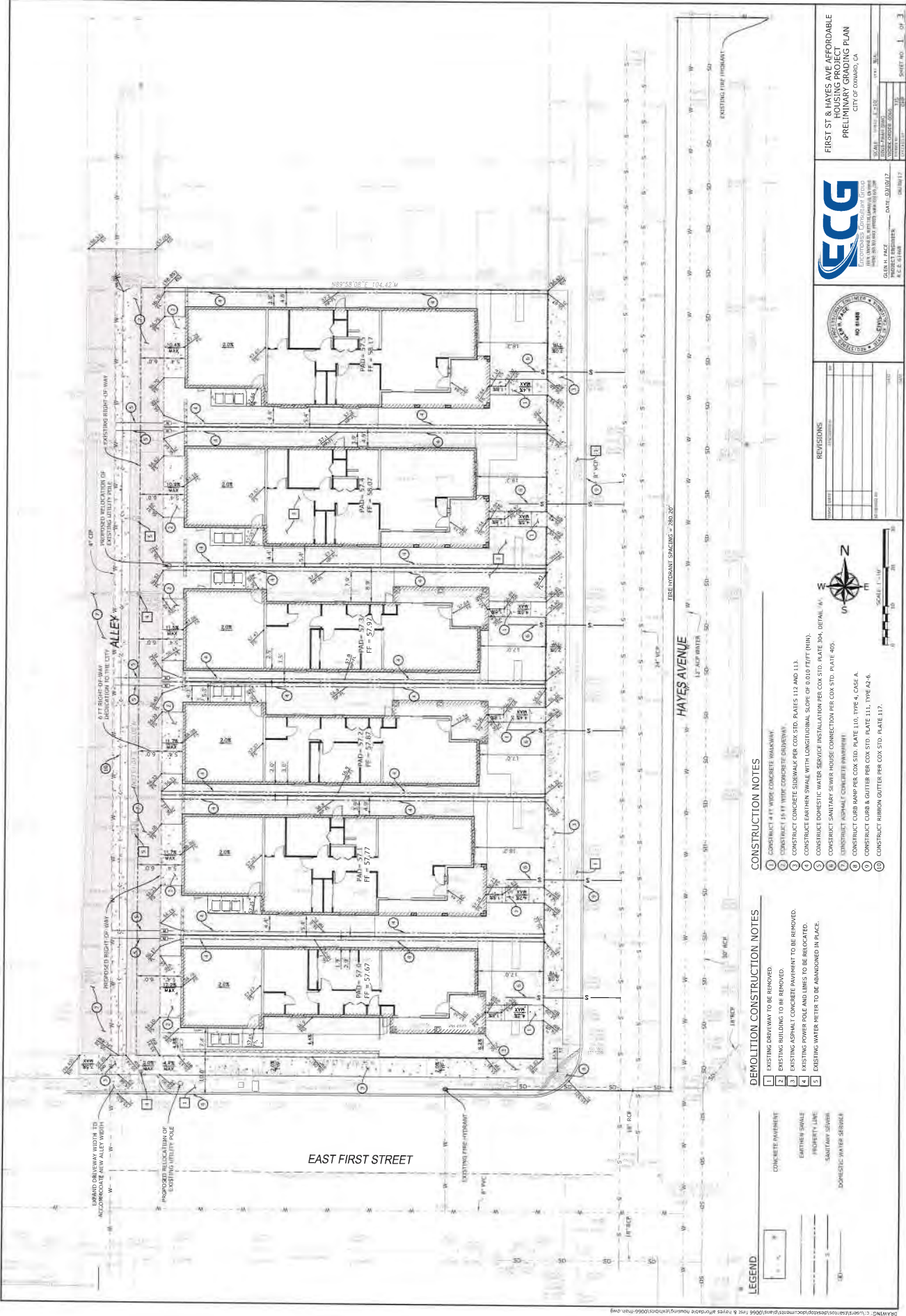


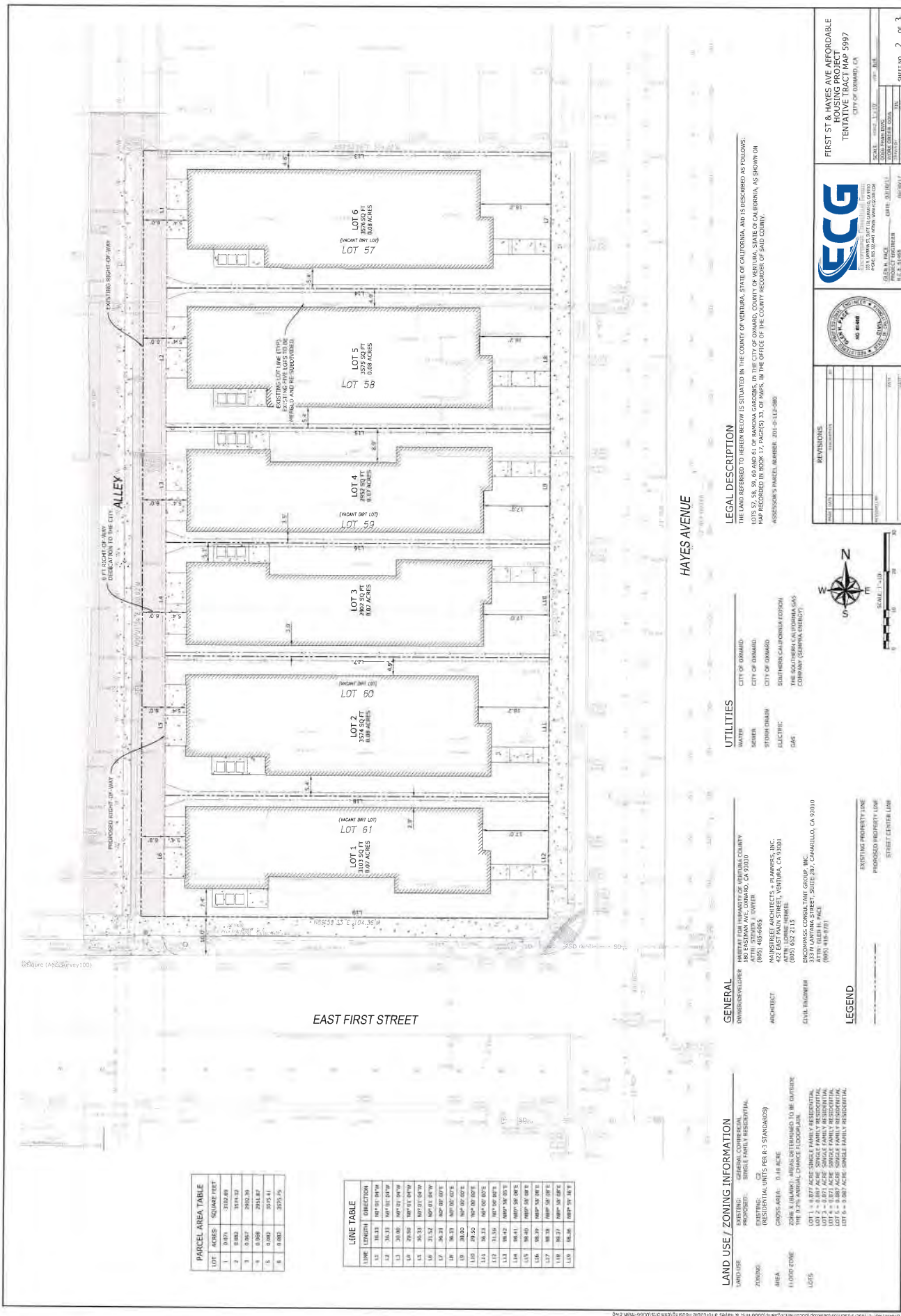
MAIN STREET
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472 EAST MAIN STREET, VENTURA, CA 93003
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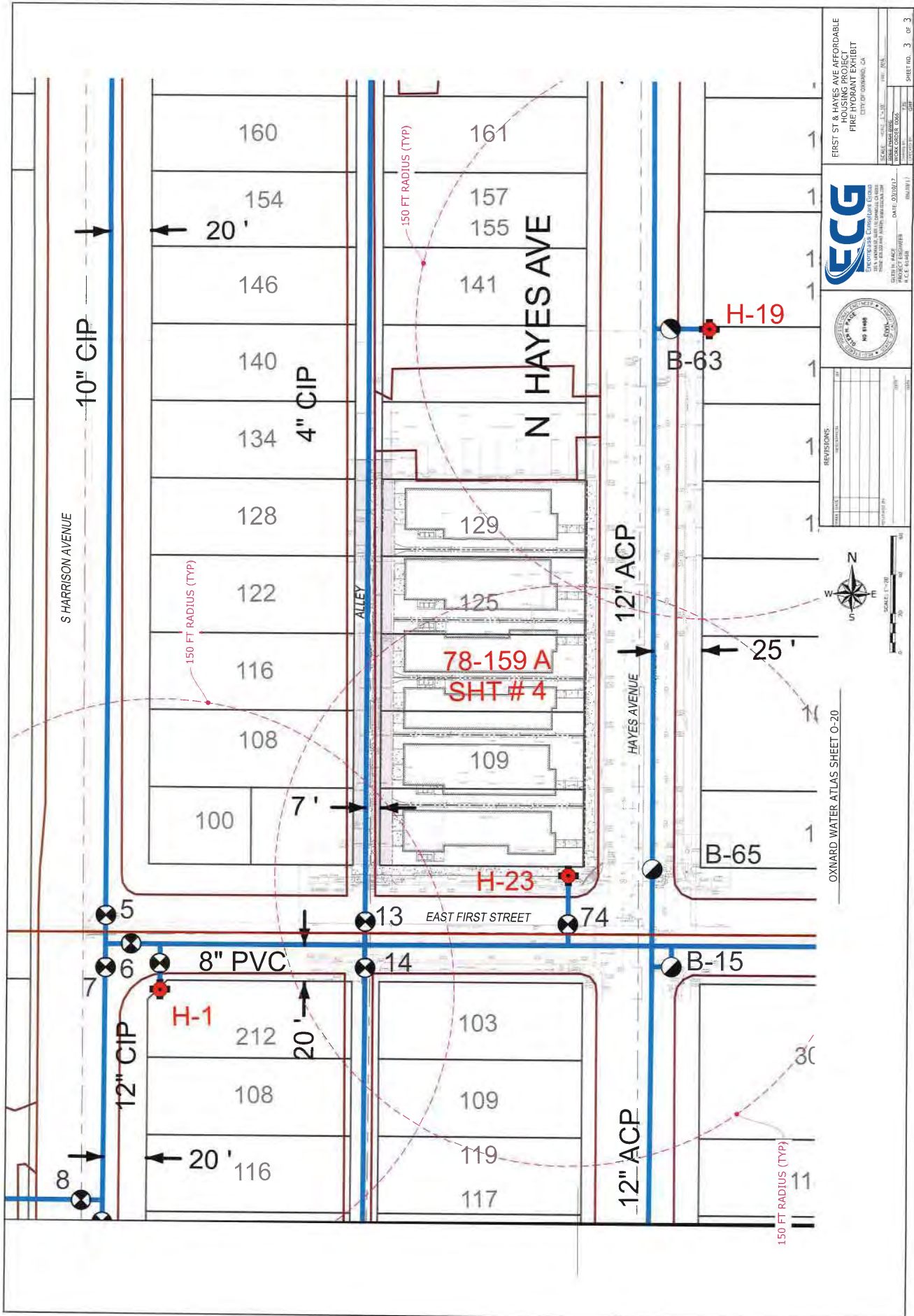
CONCEPTUAL LANDSCAPE PLAN

FIRST AND HAYES
VENTURA COUNTY HABITAT FOR HUMANITY
EAST FIRST STREET AND NORTH HAYES
AVENUE

L1.00







REVISIONS

NO.	DATE	DESCRIPTION

DATE: 03/09/17
PROJECT ENGINEER: [Signature]
CHECKED: [Signature]
SCALE: AS SHOWN
SHEET NO. 3 OF 3

ECG
ENGINEERING CONSULTING GROUP
215 N. AVENUE 100, SUITE 100
OAKLAND, CA 94612
TEL: 415.774.8888
WWW.ECG-ENGINEERS.COM

FIRST ST & HAYES AVE AFFORDABLE HOUSING PROJECT
FIRE HYDRANT EXHIBIT
CITY OF OAKLAND, CA

03/09/17 C:\Users\stevens\OneDrive\Documents\Projects\Oakland\First St & Hayes Affordable Housing\Drawings\10066-FireHydrant.dwg

**Attachment D
Resolutions**

RESOLUTION NO. 2017-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 16-500-08 (SPECIAL USE PERMIT) TO ALLOW THE CONSTRUCTION OF SIX AFFORDABLE SINGLE-FAMILY RESIDENCES AND ASSOCIATED SITE IMPROVEMENTS ON A PROPOSED 0.48-ACRE PARCEL LOCATED AT THE CORNER OF FIRST STREET AND HAYES AVENUE (APNS: 201-0-112-080; 090; 100; 110; 330), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT STEVEN J. DWYER, HABITAT FOR HUMANITY OF VENTURA COUNTY, 1850 EASTMAN AVENUE, OXNARD, CALIFORNIA 93030.

WHEREAS, on December 29, 2016, Designated Agent Steven J. Dwyer, Habitat for Humanity of Ventura County (HFHVC), (the “**Applicant**” and/or “**Permittee**”) submitted a request to allow construction of six affordable (low income) single-family residences and associated site improvements on a 0.48-acre property located at the corner of northwest corner of First Street and Hayes Avenue in La Colonia neighborhood; and

WHEREAS, on May 4, 2017, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing to consider Applicant’s request to approve Planning and Zoning Permit No. 16-500-08 (Special Use Permit) to allow the construction of six affordable (low income) single-family residences and associated site improvements on a 0.48-acre property located at the corner of First Street and Hayes Avenue in La Colonia neighborhood (the “**Project**”) in accordance with Section 16-530 through 16-553 of Oxnard City Code; and

WHEREAS, the Planning and Environmental Services Division has determined that the impacts of the Project were previously analyzed by Environmental Impact Report No. 09-01, certified for the 2030 General Plan, as described in the Planning Commission Staff Report; and

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a statutory exemption pursuant to §21159.23, and categorical exemptions pursuant to Sections 15061 (b)(3)(General Rule) and 15332 (In-fill) development projects, and satisfies all criteria for this exemptions, as described in the Planning Commission Staff Report.

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

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

(1) The proposed use is in conformance with the City of Oxnard 2030 General Plan and the elements thereof and other adopted standards.

The proposed land use of the project is of a single-family residence with associated site improvements, which is an allowed use per the Commercial General land use designation within the 2030 General Plan. The land use designation of Commercial General allows a maximum of 18 dwelling units per acre. The project site has an area of 0.48 acres which allows a maximum of eight residential units; however, the project is requesting to construct six residential units. The construction of the proposed single-story, single-family residences and associated improvements does not change the land use of the subject site. Additionally, the single-family residences have been designed to meet the required developments standards identified in the R-3 zone (Garden Apartment Zone) as prescribed in the General Commercial Zone (C-2) of the City of Oxnard City Code, with the exception of the three concessions that the project is requesting as part of the State's density bonus program. No specific plan is applicable to the subject site. Therefore, the proposed project is in compliance with the 2030 General Plan.

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

The proposed land use of the project is of a single-family residential use with associated site improvements, which is an allowed use per the Commercial General land use designation within the 2030 General Plan. The surrounding uses are characterized by residential uses, which are predominantly single-family residences. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. Therefore, the proposed use and improvements are not expected to have adverse effects or be materially detrimental the adjacent uses, buildings or structures or to the public health, safety or general welfare.

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

As proposed and conditioned, the project will meet the development standards of the R-3 zone (Garden Apartment Zone) However, the project is seeking three concessions allowed under the State's density bonus law that would: 1) a reduction in the required side yard setback from 10 feet to a range of 3 to 7 feet; 2) a reduction in the required rear yard setback from 25 feet to 10 feet; and 3) a reduction in the required interior yard space requirement of 30% to a range between 0% and 4.5%. The subject site is adequate in terms of size, and is designed to meet most of the development standards prescribed in the R-3 zone as stipulated in the C-2 zone requirements. Additionally, the project has been reviewed by the Development Advisory Committee and was determined that it would have no significant impact on the public health, safety, or welfare and the project plans have been reviewed by all

applicable departments and outside agencies, which include the Oxnard Police and Fire Departments.

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

The project will be accessed from two existing streets, First Street and Hayes Avenue. Additionally, the driveways providing ingress and egress to the property are provided off of an alley accessed from First Street. As a result, the site has sufficient access to streets and highways that are adequate in size and existing intersections adjacent to the project site will operate at acceptable levels of service, as stipulated in the 2030 General Plan.

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

The Project is considered infill development that has been found to be consistent with anticipated development for this site. Furthermore, the Project will be served by existing water mains along Hayes Avenue and the existing alley. Sewer connections serving the proposed parcel will be provided by an existing line in East Hayes Avenue. In accordance with the Stormwater Quality Conditions of this Resolution, the Project's design will comply with stormwater control measures as required by the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit.

SECTION 2. The Planning Commission, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is statutorily exempt from CEQA pursuant to §21159.23, affordable housing projects on infill properties and categorically exempt from CEQA pursuant to CEQA Guideline 15061(b)(3) and Section 15332 (In-Fill Development), Class 32 of the State CEQA Guidelines.

- a) §21159.23 Low-Income Housing Exemption: In accordance to Statute §21159.23(1)&(2)(c) of the State CEQA Guidelines, affordable housing projects may be found to be exempt from the requirements of the California Environmental Quality Act (CEQA) if both of the following criteria are met:**

The project meets the requirements Statute §21159.23 because: (i) the Developer agrees to enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of the six residential units for a minimum term of 55 years; (ii) the Project meets all the requirements set forth by CEQA Section 21159.2; (iii) the project site was previously developed for commercial purposes; (vi) the project site does not exceed 5 acres (0.48 acres); (v) the City of Oxnard has a density greater of 2,500 people per square mile; (vi) the project will not cause cumulative impacts or unusual circumstances because it is being developed at a lower density than it is allowed; (vii) the project meets the definition of residential units.

- b) Section 15061 (“General Rule”): (b) A project is exempt from CEQA if: (3) the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.**

The Project is not subject to CEQA pursuant to Section 15061(b)(3) because: (i) the 2030 General Plan designates the land use as Commercial General, which allows residential development with a maximum density of 18 units per acre; (ii) the Project is being proposed at a density lower than the maximum allowed under the 2030 General Plan’s Program Environmental Impact Report (PEIR), which analyzed impacts related to anticipated buildout projected by the 2030 General Plan; and (iii) the Project would be adequately served by all required utilities and public services.

- c) Section 15322 (In-Fill Development) A Class 32 categorical exemption under CEQA Guidelines Section 15332 consists of projects characterized as in-fill development meeting the conditions described below:**

The proposed Project meets the requirements of a Class 32 categorical exemption because it: (i) is consistent with the City of Oxnard 2030 General Plan designation and all applicable General Plan policies for the reasons set forth below; (ii) occurs within the City limits on a site of no more than five acres; (iii) is located on a site with no value as habitat for endangered, rare or threatened species; (iv) would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) would be adequately served by all required utilities and public services.

SECTION 3. Based on the findings set forth herein, the Planning Commission hereby approves Planning and Zoning Permit 16-500-08 (Special Use Permit), subject to the attached conditions of approval.

SECTION 4. The decision of the Planning Commission shall be final unless an appeal of the action is filed in accordance with the provisions of Section 16-545 of the Oxnard City Code.

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

CONDITIONS OF APPROVAL

Note:

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

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

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated March 27, 2017, (“the plans”) on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager (“Planning Manager”) or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)
3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL, *G-3*)
4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, *G-4*)

5. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
6. Developer agrees, as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. (CA, G-6)
7. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, G-7)
8. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
9. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, G-9)
10. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Except as provided in the sign permit, Developer may not change any signs on the project property. (PL/B, G-10)
11. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
12. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
13. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)
14. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)
15. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, G-15).

LANDSCAPE STANDARD CONDITIONS

16. Prior to submittal of landscape and irrigation plans, Developer shall obtain approval of the Planning Manager or designee of a plan showing on the project property all existing trees and identifying the trees to be saved, transplanted or removed. (PK, *PK-1*)
17. Prior to issuance of building permits or the proposed use is initiated, whichever comes first, Developer shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/DS, *PK-2*)
18. Prior to issuance of a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, *PK-3*)
19. Developer shall properly maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Developer to do so may result in the revocation of this permit and initiation of legal proceedings against Developer to ensure compliance (PK, *PK-4*)
20. Prior to the issuance of City issues a certificate of occupancy, Developer shall provide a watering schedule to the building owner or manager and to Planning Division or designee. The irrigation system shall include automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK, *PK-5*)
21. At the time of planting, Developer shall provide at least 24-ince box size for all new trees planted on the subject property by. All shrubs and vines planted under the subject permit by the Developer shall be at least five-gallon size, except as otherwise specified by this permit. (PK, *PK-6*)
22. Developer shall offer a low water-use front yard landscape option to buyers at no extra cost. Developer shall also provide low water-use landscape literature to each buyer. (PK, *PK-8*)
23. Developer's landscape plans for houses shall show, where appropriate, a typical landscape and irrigation treatment for north, south, east or west site orientation, for corner lots as well as internal lots. (PK, *PK-9*)
24. Developer shall provide an automatic irrigation controller and a written seasonal watering schedule for all front yard and street side yard landscaping. The watering schedule shall include variations for seasonal changes, sun and shade exposure of plants, type of plants, duration and frequency of irrigation, and suggestions as to how to conserve water. As part of the landscape plan check submittal process, the Parks and Facilities Superintendent shall review the sufficiency of instructions for the operation of the irrigation controller and the watering schedule cycles. (PK, *PK-11*)

25. At the close of escrow or at the time of occupancy of each dwelling unit, Developer shall review with and provide instructions to each buyer concerning the irrigation controller operation and the watering schedules. (PK, PK-12)
26. Developer shall install sod/artificial in the lawn areas of all front yards and street side yards. (PK, PK-13)
27. Developer agrees that the project has aesthetic impacts arising from conversion of undeveloped land to developed land, which the landscaping improvements for the project are intended to mitigate. Developer further agrees that the landscaping improvements must be maintained in order to continue to mitigate such impacts. In order to provide for such maintenance, Developer has agreed to enter into an agreement with the City to cast a ballot in favor of formation of an assessment district to fund such maintenance and in favor of assessments on the project property. In the event that such an assessment district is not formed, Developer agrees to establish a homeowners' association for the project as directed by the City, to fund such maintenance. Before or during escrow for the sale of property within the project, Developer shall provide each buyer with a document disclosing, in large type, that the project property is subject to annual assessments for landscape maintenance, and stating the probable range of dollar amounts of such assessments for the next fiscal year. To confirm that the buyer has read the document, Developer shall require the buyer to sign the document. Developer shall retain all such documents for at least three years and shall allow the City to inspect and copy all such documents upon reasonable request. (PK, PK-18)
28. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, PK-22)
29. At time of submittal to the Building and Engineering Division for plan check, Developer's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK, PK-23)
30. Developer shall include a note on the Landscape Plans submitted to the Building and Engineering Division for a building permit that "all landscaping and irrigation comply with Ordinance No. 2822, which adopted the City of Oxnard Landscape Water Conservation Standards, and applicable water conservation requirements of the State of California". (PK, PK-24)
31. At the time of Plan Check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on site and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list all trees to remain, be removed or transplanted. The Chart shall contain the Arborist's economic appraisal value of each tree(s) removed as well as computations and calculations showing how the value of the removed tree(s) was put back into new tree sizes for the project that are in addition to meeting the City's minimum tree size of 24" box. (PK)

FIRE DEPARTMENT STANDARD CONDITIONS

32. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, F-2)
33. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, F-5)
34. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, F-6)
35. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, F-12)
36. Developer shall install a carbon monoxide detector on each level of the residence in accordance with the manufacturer's specifications. The detector shall be hardwired with a battery backup. (FD, F-17)

FIRE DEPARTMENT SPECIAL CONDITIONS

37. Fire sprinkler coverage is required for:
 - a. Patios, overhangs or any other projections that are 48" or more from the structure.
 - b. Open areas beneath stairs that serve a habitable space or when that area is accessible for storage or has mechanical equipment.
 - c. The protection of the forced air unit when located in the attic or other areas that are normally inaccessible.
38. All emergency egress/Fire Department access windows or doors that serve any room that can be utilized for sleeping, shall have access to a public right-of-way without re-entering the structure.
39. Developer shall allow installation of public safety radio equipment in the tower, steeple, roof or other elevated portion of the building. Such equipment shall not conflict with the architectural design of the building and shall comply with zoning and planning requirements and conditions.

PLANNING DIVISION STANDARD CONDITIONS

40. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, PL-1)

41. Any application for a minor modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, *PL-2*)
42. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, *PL-3*)
43. Before the City issues building permits, Developer shall provide to the Planning Division Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Planning Commission. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, *PL-4*)
44. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. (PL)
45. Prior to issuance of building permits, Developer shall demonstrate that light standards illustrated on conceptual lighting plan do not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet.
46. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, *PL-8*)
47. In order to minimize light and glare on the project property, all parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. (PL, *PL-9*)
48. Developer shall provide graphic site directories at principal access walkway points. (PL/B, *PL-10*)
49. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (B/DS, *PL-11*)

50. During construction, Developer shall control dust by the following activities:
 - a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code section 23114, with special attention to sub sections 23114(b)(2)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
 - b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (B/DS, *PL-12*)
51. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, *PL-13*)
52. Developer agrees to participate in a water conservation program that includes refitting water fixtures existing on the project property with water conserving devices within residences or businesses in the City's water service area, if such a program is in effect when building permits are issued for this project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL, *PL-14*)
53. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, *PL-15*)
54. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, *PL-16*).
55. Developer shall install all roof and building rain gutters and downspouts to integrate as closely as possible with building design elements, including matching adjacent building colors as closely as possible. Developer shall submit a plan and scheme for approval by the Planning Division Manager prior to issuance of building permits. (PL, *PL-18*)
56. Developer shall provide utility meters, mailboxes and address directories, placed in decorative cabinets and clustered for efficient access for residents and service persons. Developer shall coordinate placement and design of such items accordingly, with the Planning Division Manager, the appropriate utility service provider and the United States Postal Service, prior to issuance of building permits. (PL, *PL-19*)
57. Developer shall provide automatic garage door openers for all garages. (PL/B, *PL-20*)
58. Garages closer than 23 feet to the front property line shall have sectional roll-up garage doors. (PL/B, *PL-21*)

59. Prior to issuance of fine grading plans, Developer shall provide at least two types of driveway finishes or decorative designs. The details of the driveways shall be to the satisfaction of the Planning Division Manager. (PL, *PL-22*)
60. Railings and enclosures for patios and balconies shall provide at least 50 percent enclosure for screening and privacy. Developer shall include details of the railings and enclosures on the construction documents. (PL/B, *PL-24*)
61. Walls separating the patio areas of different units shall be of solid construction, such as masonry, stucco, or wood over wood or other acceptable material subject to approval of the Planning and Environmental Services Manager. Ground level patios shall be enclosed by walls not less than five feet high, except as otherwise approved by this permit. (PL/B, *PL-25*)
62. Additions and patio covers shall conform to the requirements of the R-3 zone setbacks, or as otherwise approved by this permit, and match the materials and style of the residence. (PL/B, *PL-27*)
63. All residential dwelling unit developments shall include architectural articulation on all four sides of each unit. Such articulation shall include, but not be limited to, window treatment; trim and a variety of finishes matching front facades; and balconies, porches, and trellises. Developer shall submit elevations depicting such articulation to the Planning Division for approval prior to issuance of building permits. (PL, *PL-28*)
64. Prior to the close of escrow for each dwelling unit, Developer shall provide the buyer with a written guarantee that the exterior finishes of the dwelling unit will remain in good condition for at least five (5) years from the final building permit inspection and sign off. Developer shall provide a copy of the guarantee to Planning staff prior to final Planning Division inspection and sign off. (PL, *PL-29*)
65. Light standards illuminating interior walkways shall be no more than eight feet high. Light shall not intrude into private living or patio areas. Light standards serving recreational areas held in common shall be no more than 15 feet high. Light shall be directed away from dwelling units. (B, *PL-30*)
66. Developer shall provide masonry walls on street side yards and along project perimeter property lines. Developer shall install interior lot line fences, to be constructed of wood or other material, subject to the approval of the Planning Division Manager. (PL/B, *PL-31*)
67. Developer shall construct each dwelling unit with separate utility systems and meters. Developer shall paint utility meter panels to match structures upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (DS/B, *PL-34*)

68. Developer shall include in all deeds for the project and in the Conditions Covenants & Restrictions a prohibition against parking recreational vehicles over 20 feet long in the project. (CE/PL, PL-35)

PLANNING DIVISION SPECIAL CONDITIONS

69. These conditions of approval impose specific fees, dedications, reservations and/or other exactions. Pursuant to Government Code Section 66020, the 90-day period in which the Developer or applicant has to protest the imposed fees, dedications, reservations and/or other exactions has begun as of the date that the conditions of approval are approved.
70. Before the City issues building permits, Developer shall provide a Graffiti Deterrent Plan, subject to the approval the Planning Division Manager. Such plan shall include such elements as clear film on windows and/or mirrors, as well as washable paint and sealers on the building and perimeter walls. (PL)
71. An approved tentative map shall expire thirty-six (36) months after its approval, unless an extension is applied for and approved by the City Council pursuant to Section 15-46 of the City Code. (PL)
72. This permit is granted subject to the City's approval of a tentative map and final map and recordation of the final map. The City shall issue building permits only after such recordation, unless otherwise approved by both the Planning Division Manager and the Development Services Manager. Before occupying any structures or initiating any use approved by this permit, Developer shall comply with all conditions of the tentative and final map. (PL/DS)
73. This permit is granted subject to the City's approval of Density Bonus Permit No. 16-535-02 and Tentative Tract Map Permit No. 16-300-09. (PL/DS)
74. Prior to grading permit approval, Developer shall include on the grading plans a reproduction of all conditions of this permit pertaining to dust control requirements. (PL)

POLICE DEPARTMENT SPECIAL CONDITIONS

75. Exterior lighting of the site shall be between 1 and 7 foot candles and shall be in harmony with existing adjacent lighting scheme.
76. Lighting instruments shall be metal halide, LED or similar in nature and spectrum (3,000K to 20,000K Correlated Color Temperature).
77. Lighting instruments shall be full cut-off and installed so that light does not directly illuminate beyond the property line. Instruments shall not create glare for motorists, pedestrians or neighbors.

78. Landscape elements shall be arranged to provide clear lines of sight and eliminate potential places of concealment.
79. Landscape elements shall not block views in or out of windows or glass doors.
80. Install a full cut-off “Dusk to Dawn” sensor equipped light instrument above the garage door. Instrument should be installed 12” above the ground.
81. Street facing address numbers shall be illuminated and numbers shall be a minimum of 3” in height.
82. The 3” address numbers shall be posted on alley side of the garage.
83. Alley walls and garage facades need to be flush. Alley walls shall be block.
84. Creeping fig or similar climbing vine shall be placed adjacent to the alley side of the block wall as a defense against graffiti.
85. Creeping fig or similar planting shall be placed adjacent to the block wall on the First Street side of the project as a defense against graffiti. A hedge shrub is acceptable if there is sufficient planting space to accommodate proper growth.

ENVIRONMENTAL RESOURCES DIVISION

86. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused or recycled, Developer shall complete and submit a “City of Oxnard C&D Environmental Resources Management & Recycling Plan” (“Plan”) to the City for review and approval. The Plan shall provide that at least 50% of the waste generated on the project be diverted from the landfill. The Plan shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The Plan shall include the following information: material type to be recycled, reused, salvaged or disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Developer shall use the Plan form.
87. Developer shall follow the approved “City of Oxnard C&D Environmental Resources Management & Recycling Plan” and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed project. After completion of demolition and/or construction, Developer shall complete and submit the “City of Oxnard C&D Environmental Resources Management & Recycling Report For Work Completed” (“Work Completed Report”) and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, Developer shall provide documentation, on the disposal facility’s letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards

disposed, recycled or reused, and the project generating the discarded materials. Developer shall submit and obtain approval of the Work Completed Report prior to issuance of a certificate of occupancy.

88. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling. Regardless of hauling methods, all materials collected must be conveyed to the Del Norte Regional Recycling and Transfer Station.
89. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer.
90. Solid waste containers that will be placed for City pick-up are required to be stored in a patio, yard, or storage area and not in the garage. Such solid waste containers shall be stored on a concrete slab and any residential gate used to access such containers shall be sized to allow clearance by a three-foot wide cart.

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

91. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
92. Developer shall have the site improvement plans prepared using standard Development Services Division format(s) by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Development Services Division. (DS-3)
93. Developer shall submit improvement plans and drainage calculations demonstrating that storm drain runoff from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)
94. Developer shall protect building pads from inundation during a 1% chance (100-year) storm. (DS-5)
95. Each structure shall be served by separate sewer and water services in accordance with City Code. (DS-8)
96. Developer shall install on-site and off-site electric, cable, telephone and similar utility service laterals underground in accordance with City ordinances in effect at the time City issues a building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)

97. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)
98. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
99. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
100. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
101. All grading shall conform to City's standard grading notes, City Code, and recommendations of Developer's soils engineer as approved by the City Engineer. (DS-30)
102. Developer shall design all slopes steeper than 5 (horizontal) to 1 (vertical) with a minimum 18 inch wide level area (at both top and bottom of slope) where it adjoins a wall, fence, sidewalk, trail, curb or similar improvement. (DS-32)
103. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
104. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
105. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
106. Developer shall provide three City refuse containers for each lot or unit. An alternative number of containers may be approved by the Environmental Resources Division. (DS-67)
107. Developer shall construct a 9 foot by 3 foot level concrete pad for storage of three refuse containers in the side yard area or other location approved by the Development Services Manager that is out of view from the street. The storage location shall not be within the garage. Developer shall construct a paved path from the storage location to the street (or other assigned pickup area) that does not require entering the garage. All gates or doors along the path shall be constructed with a minimum of 36 inches of clear space to allow passage of the containers. Storage location and path shall be shown on the fine grading plans. (DS-68)

*Resolution No. 2016-04
PZ 16-500-08 (Habitat for Humanity)
May 4, 2017
Page 17*

108. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)
109. Developer, property owner or tenant shall participate in a Traffic Management Association (TMA) if one is formed and shall implement and participate in all programs and strategies established by the TMA. This condition shall be included in all leases and rental agreements for the project property. (TR-72)

STORMWATER QUALITY CONDITIONS

110. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Developer shall prepare a Local Stormwater Pollution Prevention Plan ("Local SWPPP"). The Local SWPPP shall be developed and implemented in accordance with requirements of the Ventura Countywide MS4 Permit. The Local SWPPP shall be approved by the City Engineer prior to issuance of a site improvement/grading permit. Developer shall keep the Local SWPPP updated to reflect current site conditions and a copy of the Local SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS-87)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

111. Developer shall record the final map for Tract 5997 (PZ 16-300-09) prior to issuance of a building permit for this project. (DS)

*Resolution No. 2016-04
PZ 16-500-08 (Habitat for Humanity)
May 4, 2017
Page 18*

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 4th day of May, 2017.

Deidre Frank, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on 4th day of May, 2017, and carried by the following vote:

AYES: Commissioner(s):
NOES: Commissioner(s): None
ABSENT: Commissioner(s): None
ABSTAIN: Commissioner(s): None

Kathleen Mallory, AICP, Secretary

RESOLUTION NO. 2017-09

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD ADOPTING A RESOLUTION APPROVING PLANNING AND ZONING PERMIT NO. 16-535-02 (DENSITY BONUS) TO ALLOW THE CONSTRUCTION OF SIX AFFORDABLE SINGLE-FAMILY RESIDENCES AND ASSOCIATED SITE IMPROVEMENTS ON A PROPOSED 0.48-ACRE PROJECT SITE LOCATED AT THE CORNER OF FIRST STREET AND HAYES AVENUE (APNS: 201-0-112-080; 090; 100; 110; 330), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT STEVEN J. DWYER, HABITAT FOR HUMANITY OF VENTURA COUNTY, 1850 EASTMAN AVENUE, OXNARD, CALIFORNIA 93030.

WHEREAS, on May 4, 2017, the Planning Commission of the City of Oxnard (**“Planning Commission”**) considered an application for Planning and Zoning Permit No. 16-535-02 (Density Bonus) filed by Designated Agent Steven J. Dwyer, Habitat for Humanity of Ventura County (HFHVC), on behalf of the Property Owner, in accordance with Section 16-561 of the Oxnard City Code; and

WHEREAS, the Planning Commission has held a duly noticed public hearing, and received and reviewed all written and oral evidence related to the proposed Project; and

WHEREAS, the Planning and Environmental Services Division has determined that the impacts of the Project were previously analyzed by Environmental Impact Report No 09-01, certified for the 2030 General Plan, as described in the Planning Commission Staff Report; and

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a statutory exemption pursuant to §21159.23, and categorical exemptions pursuant to Sections 15061 (b)(3)(General Rule) and 15332 (In-fill) development projects, and satisfies all criteria for this exemptions, as described in the Planning Commission Staff Report; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing, that the project meets the criteria set out in California Government Code § 65915-§ 65918 and to the City’s Density Bonus and Related Incentives and Concessions Program (Division 7A-Ordinance No. 2912); and

WHEREAS, State Density Bonus Law 65915 requires that when a housing developer meets certain criteria for a density bonus that the local jurisdiction must grant one or more regulatory incentives or concessions (unless the city makes a written finding that the concessions or incentives are not required in order to provide for affordable housing costs as defined by state law); and

WHEREAS, the Planning Commission finds that the Project meets all necessary criteria of Government Code Section 65915 to be considered eligible for incentives or concessions because the Developer has provided six affordable (low income) residential units; and

Resolution No. 2017-09
 PZ 16-535-02 (Habitat for Humanity)
 May 4, 2017
 Page 2

WHEREAS, the proposed project is requesting three regulatory concessions: 1) a reduction in the required side yard setback from 10 feet to a range of 3 to 7 feet; 2) a reduction in the required rear yard setback from 25 feet to 10 feet; and 3) a reduction in the required interior yard space requirement of 30% to a range between 0% and 4.5%; and

WHEREAS, the Planning Commission finds that the incentives or concessions are not contrary to any federal or state law.

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

SECTION 1. The Planning Commission of the City of Oxnard hereby grants the concessions listed above, subject to the conditions of approval listed below.

SECTION 2. The Planning Commission, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is statutorily exempt from CEQA pursuant to §21159.23, affordable housing projects on infill properties and categorically exempt from CEQA pursuant to CEQA Guideline 15061(b)(3) and Section 15332 (In-Fill Development), Class 32 of the State CEQA Guidelines.

a) §21159.23 Low-Income Housing Exemption: In accordance to Statute §21159.23(1)&(2)(c) of the State CEQA Guidelines, affordable housing projects may be found to be exempt from the requirements of the California Environmental Quality Act (CEQA) if both of the following criteria are met:

The project meets the requirements Statute §21159.23 because: (i) the Developer agrees to enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of the six residential units for a minimum term of 55 years; (ii) the Project meets all the requirements set forth by CEQA Section 21159.2; (iii) the project site was previously developed for commercial purposes; (vi) the project site does not exceed 5 acres (0.48 acres); (v) the City of Oxnard has a density greater of 2,500 people per square mile; (vi) the project will not cause cumulative impacts or unusual circumstances because it is being developed at a lower density than it is allowed; (vii) the project meets the definition of residential units.

b) Section 15061 (“General Rule”): (b) A project is exempt from CEQA if: (3) the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

The Project is not subject to CEQA pursuant to Section 15061(b)(3) because: (i) the 2030 General Plan designates the land use as Commercial General, which allows residential development with a maximum density of 18 units per acre; (ii) the Project is being proposed at a density lower than the maximum allowed under the 2030 General Plan’s Program Environmental Impact Report (PEIR), which analyzed impacts related to anticipated

buildout projected by the 2030 General Plan; and (iii) the Project would be adequately served by all required utilities and public services.

c) Section 15322 (In-Fill Development) A Class 32 categorical exemption under CEQA Guidelines Section 15332 consists of projects characterized as in-fill development meeting the conditions described below:

The proposed Project meets the requirements of a Class 32 categorical exemption because it: (i) is consistent with the City of Oxnard 2030 General Plan designation and all applicable General Plan policies for the reasons set forth below; (ii) occurs within the City limits on a site of no more than five acres; (iii) is located on a site with no value as habitat for endangered, rare or threatened species; (iv) would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) would be adequately served by all required utilities and public services.

SECTION 3. The Planning Commission hereby approves Planning and Zoning Permit 16-535-02 (Density Bonus Permit), subject to the attached conditions of approval.

SECTION 4. The decision of the Planning Commission shall be final unless an appeal of the action is filed in accordance with the provisions of Section 16-545 of the Oxnard City Code.

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

CONDITIONS OF APPROVAL

Note:

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

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

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).

2. This permit is granted for the plans dated March 27, 2017 (“the plans”) on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager (“Planning Manager”) or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, G-2)
3. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, G-4)
4. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
5. Developer shall complete the “Notice of Land Use Restrictions and Conditions” form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
6. This permit is granted subject to approval of Planning and Zoning Permit Nos. 16-500-08 (Special Use Permit) and 16-300-09 (Tentative Tract Map).
7. Prior to issuance of building permits, Developer shall enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of six units which qualified the applicant for a density bonus. The affordability shall be as follows: six units for up to 80% AMI (low income), as adjusted for family size as provided in 25 California Code of Regulations Section 6932. The agreement shall be recorded in the Office of the Ventura County Recorder. The term of the agreement shall be for a minimum of 55 years.
8. Developer shall submit to the Housing Director information about the income of each prospective tenant of an affordable unit and the proposed sale price of the unit. The Housing Director shall review such information and determine whether the prospective home owner meets the income requirements for the unit and whether the proposed sale price of the unit does not exceed the affordable cost or sale price for the income category of the prospective homeowner.
9. The Housing Director shall monitor the sale price of each affordable unit to determine compliance with this condition. If the Housing Director determines that Developer is not meeting the requirements of this condition, the Housing Director shall so notify Developer and the Development Services Manager in writing, and no more building permits shall be issued for the project until the Housing Director notifies the Development Services Manager in writing that Developer is meeting the requirements of this condition.

10. The agreement shall establish specific compliance standards and specific remedies available to the City of such compliance standards are not met. The agreement shall, among other things, specify the number of low income affordable units by number of bedrooms, standards for qualifying household incomes or other qualifying criteria, a required annual report, and monitoring fees. Developer hereby agrees to deposit funds for any staff time expended for preparation of the agreement and subsequent compliance with said agreement.
11. Developer agrees, as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. (CA, G-6)
12. The six affordable units provided by the Project shall be comprised as identified in the following table: (PL/CA)

Parcel	Floor Plan	Number of Beds/Baths	Garage	Lot Size (Square Feet)
1	C1	2/1	2-Car	3,102
2	C1	3/2	2-Car	3,574
3	C1	2/1	2-Car	2,902
4	C2	2/1	2-Car	2,951
5	C1	3/2	2-Car	3,575
6	C2	3/2	2-Car	3,575

13. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL, G-3)

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 4th day of May, 2017.

*Resolution No. 2017-09
PZ 16-535-02 (Habitat for Humanity)
May 4, 2017
Page 6*

Deidre Frank, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on 4th day of May, 2017, and carried by the following vote:

AYES: Commissioner(s):
NOES: Commissioner(s): None
ABSENT: Commissioner(s): None
ABSTAIN: Commissioner(s): None

Kathleen Mallory, AICP, Secretary

RESOLUTION NO. 2017-10

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING THAT THE CITY COUNCIL ADOPT A RESOLUTION APPROVING PLANNING AND ZONING PERMIT NO. 16-300-09 (TENTATIVE SUBDIVISION MAP FOR TRACT NO. 5997), FOR PROPERTY BOUNDED BY NORTHWEST CORNER OF FIRST STREET, HAYES AVENUE AND AN ALLEY (APNS: 201-0-112-080;090;100;110;330). FILED BY STEVEN J. DWYER, HABITAT FOR HUMANITY OF VENTURA COUNTY, 1850 EASTMAN AVENUE, OXNARD, CA 93030.

WHEREAS, on May 4, 2017, the Planning Commission of the City of Oxnard (**“Planning Commission”**) considered an application for Planning and Zoning Permit No. 16-535-02 (Density Bonus) filed by Designated Agent Steven J. Dwyer, Habitat for Humanity of Ventura County (HFHVC), on behalf of the Property Owner, in accordance with Section 16-561 of the Oxnard City Code; and

WHEREAS, the Planning Commission has held a duly noticed public hearing, and received and reviewed all written and oral evidence related to the proposed Project; and

WHEREAS, the Planning and Environmental Services Division has determined that the impacts of the Project were previously analyzed by Environmental Impact Report No 09-01, certified for the 2030 General Plan, as described in the Planning Commission Staff Report; and

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a statutory exemption pursuant to §21159.23, and categorical exemptions pursuant to Sections 15061 (b)(3)(General Rule) and 15332 (In-fill) development projects, and satisfies all criteria for this exemptions, as described in the Planning Commission Staff Report; and

WHEREAS, said Project was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations; and

WHEREAS, the comments of the Planning Commissioners, members of the public, and interested groups and agencies have been adequately responded to; and

WHEREAS, the Planning Commission finds that the Tentative Map complies with all requirements of the Subdivision Map Act and the Oxnard City Code; and

WHEREAS, the Planning Commission finds that the Tentative Map, the proposed site, and the design and improvement of the development requested are consistent with the General Plan; and

WHEREAS, the Planning Commission finds that the proposed site is suitable for the type and density of development requested and is not likely to cause substantial environmental damage, serious public health problems or conflict with any publicly acquired easements or access; and

Resolution No. 2017-10
 PZ 16-300-09 (Habitat for Humanity)
 May 4, 2017
 Page 2

WHEREAS, the Planning Commission finds that the proposed division of land complies with the requirements established by the Subdivision Map Act and Chapter 15 of the Oxnard City Code, including but not limited to requirements as to area, improvement and design, floodwater drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability and environmental protection; and

WHEREAS, the Planning Commission finds that the Applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this Resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this subdivision in particular.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard finds:

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

(1) That the proposed map is consistent with the City of Oxnard 2030 General Plan and any applicable specific plan.

The proposed Tentative Parcel Map is consistent with the policies and provisions of the City of Oxnard 2030 General Plan because the proposed land use of the project is of a single-family residential use, which is an allowed use pursuant to the Commercial General land use designation within the 2030 General Plan. The land use designation of Commercial General allows a maximum of 18 dwelling units per acre. The project site has an area of 0.48 acres which allows a maximum of eight residential units; however, the project is requesting to construct six residential units. The construction of the proposed single-story, single-family residences and associated improvements does not change the land use of the subject site. Additionally, the single-family residences have been designed to meet the required developments standards identified in the R-3 zone (Garden Apartment Zone) as prescribed in the General Commercial Zone (C-2), with the exception of the three concessions that the project is allotted pursuant to the State's density bonus law. No specific plan is applicable to the subject site. Therefore, the project meets this finding.

(2) That the design or improvement of the proposed subdivision is consistent with the City of Oxnard 2030 General Plan and any applicable specific plan.

The design and improvement of the proposed six parcel division is consistent with applicable provisions of the City of Oxnard 2030 General Plan because the proposed lot division for single-family residential use supports the proposed development improvements, with the required infrastructure. Additionally, each parcel included in the proposed subdivision has been designed to meet the required minimum lot area

identified in the R-3 zone (Rose Garden Apartment Zone) as prescribed in the General Commercial Zone (C-2). No specific plan is applicable to the subject site.

(3) That the site is physically suitable for the type of development.

The site is physically suitable for the proposed type of development because the division of land includes proposed development that is consistent with the General Commercial (C-2) zoning standards. As proposed and conditioned, the project will meet the development standards of the General Commercial (C-2) zone, which require residential uses to be designed pursuant to the R-3 development standards such as: parking, minimum lot area, density, front yard setback and height. However, the project is seeking three concessions allowed under the State's density bonus law that would: 1) a reduction in the required side yard setback from 10 feet to a range of 3 to 7 feet; 2) a reduction in the required rear yard setback from 25 feet to 10 feet; and 3) a reduction in the required interior yard space requirement of 30% to a range between 0% and 4.5%. The subject site is adequate in terms of size, and is designed to meet most of the development standards prescribed in the R-3 zone as stipulated in the C-2 zone requirements. Additionally, the project has been reviewed by the Development Advisory Committee and was determined that it would have no significant impact on the public health, safety, or welfare and the project plans have been reviewed by all applicable departments and outside agencies, which include the Oxnard Police and Fire Departments.

(4) That the site is physically suitable for the proposed density of development.

The site is physically suitable for the proposed density of the development because the Project is being designed to be in conformance with the density allowed under the Commercial General land use designation within the 2030 General Plan. The land use designation of Commercial General allows a maximum of 18 dwelling units per acre. The project site has an area of 0.48 acres which allows a maximum of eight residential units; however, the project is requesting to construct six residential units. As such, the Project meets this finding.

(5) That the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage nor likely to substantially and avoidably injure fish or wildlife or their habitat.

The design of the proposed land division and parcel improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because it is located within a developed urban area of the City that contains no environmentally sensitive habitat and/or species identified in the 2030 General Plan or any other state and federal document. Therefore, the Project meets this finding.

(6) That the design of the subdivision or type of improvements is not likely to cause serious public health problems.

The design of the proposed land division and parcel improvements is not likely to cause serious public health problems because the Project conforms to the uses intended with General Commercial (C-2) zone. The proposed land use of the project is of a single-family residential use, which is an allowed use under the Commercial General land use designation within the 2030 General Plan. The surrounding uses are characterized by residential uses, which are predominantly single-family residences. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. Additionally, the project has been reviewed by the Development Advisory Committee and was determined that it would have no significant impact on the public health, safety, or welfare and the project plans have been reviewed by all applicable departments and outside agencies, which include the Oxnard Police and Fire Departments. Consequently, this project meets this finding.

(7) That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; provided, however, that approval may be granted if it is found that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to the ones previously acquired by the public.

The design of the proposed land division and parcel improvements will not conflict with easements because the majority of the Project site is currently vacant with a small commercial building proposed to be removed as part of the project; and there is no through access serving adjacent properties or right-of-ways. As such, this Project meets this finding.

SECTION 2. The Planning Commission, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is statutorily exempt from CEQA pursuant to §21159.23, affordable housing projects on infill properties and categorically exempt from CEQA pursuant to CEQA Guideline 15061(b)(3) and Section 15332 (In-Fill Development), Class 32 of the State CEQA Guidelines.

a) §21159.23 Low-Income Housing Exemption: In accordance to Statute §21159.23(1)&(2)(c) of the State CEQA Guidelines, affordable housing projects may be found to be exempt from the requirements of the California Environmental Quality Act (CEQA) if both of the following criteria are met:

The project meets the requirements Statute §21159.23 because: (i) the Developer agrees to enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of the six residential units for a minimum term of 55 years; (ii) the Project meets all the requirements set forth by CEQA Section 21159.2; (iii) the project site was

previously developed for commercial purposes; (vi) the project site does not exceed 5 acres (0.48 acres); (v) the City of Oxnard has a density greater of 2,500 people per square mile; (vi) the project will not cause cumulative impacts or unusual circumstances because it is being developed at a lower density than it is allowed; (vii) the project meets the definition of residential units.

- b) Section 15061 (“General Rule”): (b) A project is exempt from CEQA if: (3) the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.**

The Project is not subject to CEQA pursuant to Section 15061(b)(3) because: (i) the 2030 General Plan designates the land use as Commercial General, which allows residential development with a maximum density of 18 units per acre; (ii) the Project is being proposed at a density lower than the maximum allowed under the 2030 General Plan’s Program Environmental Impact Report (PEIR), which analyzed impacts related to anticipated buildout projected by the 2030 General Plan; and (iii) the Project would be adequately served by all required utilities and public services.

- c) Section 15322 (In-Fill Development) A Class 32 categorical exemption under CEQA Guidelines Section 15332 consists of projects characterized as in-fill development meeting the conditions described below:**

The proposed Project meets the requirements of a Class 32 categorical exemption because it: (i) is consistent with the City of Oxnard 2030 General Plan designation and all applicable General Plan policies for the reasons set forth below; (ii) occurs within the City limits on a site of no more than five acres; (iii) is located on a site with no value as habitat for endangered, rare or threatened species; (iv) would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) would be adequately served by all required utilities and public services.

SECTION 3. Based on the findings set forth herein, the Planning Commission of the City of Oxnard recommends to the City Council approval of Planning and Zoning Permit No. 16-300-09 (Tentative Subdivision Map for Tract No. 5997), subject to the attached conditions of approval.

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

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The

Resolution No. 2017-10
 PZ 16-300-09 (Habitat for Humanity)
 May 4, 2017
 Page 6

italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. G-1) while some are taken from environmental documents (e.g. MND-S2).

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

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, G-1).
2. Developer shall complete the “Notice of Land Use Restrictions and Conditions” form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits for the Phase I development, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)

DEVELOPMENT SERVICES DEPARTMENT STANDARD CONDITIONS

3. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal for each Project Phase and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
4. Developer shall have the site improvement plans prepared using standard Development Services Division format(s) by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Development Services Division. (DS-3)
5. Prior to approval of each development phase or as otherwise directed by the City Engineer, Developer shall submit improvement plans and drainage calculations demonstrating that storm drain runoff from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City’s Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)

Resolution No. 2017-10
 PZ 16-300-09 (Habitat for Humanity)
 May 4, 2017
 Page 7

6. During each Project phase, Developer shall replace all broken, uplifted, or missing curb, gutter, or sidewalk along the street frontage(s) of the project and shall reconstruct curb, gutter, and sidewalk segments in between broken, uplifted, or missing curb, gutter, or sidewalk segments at the direction of the City Engineer to achieve a uniform appearance and consistent design. (DS-6)
7. Prior to approval of the Phase I DDR, Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
8. Prior to approval of the Phase I DDR, a California licensed civil engineer shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Submittal shall include, but not necessarily be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans, construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not approve a final map nor issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans to the satisfaction of the City Engineer. (DS-15)
9. Prior to issuance of the Phase I site improvement permit, Developer shall provide to the Development Services Division a compact Disc (CD) containing digital copies of all project maps, address map, and/or civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction. (DS-16)
10. Developer agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Developer's expense, City and its agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided for in Government Code Section 66499.37, to attack, review, set aside, void or annul the approval of this resolution or to determine the reasonableness, legality or validity of any condition attached thereto. City shall promptly notify Developer of any such claim, action or proceeding of which City receives notice, and City will cooperate fully with Developer in the defense thereof. Developer shall reimburse City for any court costs and attorney's fees that City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Developer of the obligations of this condition. Developer's acceptance of this resolution or commencement of construction or operations under this resolution shall be deemed to be acceptance of all conditions thereof. (DS-18)
11. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If

Resolution No. 2017-10
 PZ 16-300-09 (Habitat for Humanity)
 May 4, 2017
 Page 8

- Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)
12. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
 13. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
 14. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
 15. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)
 16. Prior to approval of the final map, Developer shall provide the City Engineer with written evidence from the Ventura County Clerk's Office that Developer has executed and filed with the Clerk all certificates, statements and securities required by Government Code Sections 66492 and 66493. (DS-26)
 17. "Standard Specifications for Public Works Construction" latest edition (including modifications thereto by City) and applicable City Standard Plates and Design Criteria shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)
 18. Developer shall retain a California licensed Civil Engineer to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "as-built" plans after project completion. Developer's submittal of certified "as-built" plans is a condition of City's final acceptance of the project and release of any associated security. (DS-29)

Resolution No. 2017-10
PZ 16-300-09 (Habitat for Humanity)
May 4, 2017
Page 9

19. All grading shall conform to City's standard grading notes, City Code, and recommendations of Developer's soils engineer as approved by the City Engineer. (DS-30)
20. Developer shall construct sufficient drainage facilities concurrent with rough grading operations to mitigate any potential flooding or erosion affecting adjacent properties and public rights-of-way. (DS-31)
21. Developer shall design all slopes steeper than 5 (horizontal) to 1 (vertical) with a minimum 18 inch wide level area (at both top and bottom of slope) where it adjoins a wall, fence, sidewalk, trail, curb or similar improvement. (DS-32)
22. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
23. Developer shall dedicate to the City all water rights for the project property by title sheet dedication on the final map or parcel map. (DS-39)
24. Developer shall install water mains, fire hydrants and water services in conformance with City standard plates, design criteria and specifications as directed by the City Engineer. (DS-41)
25. Developer shall install adequately sized water services and meters to each lot or unit in accordance with City standards in effect at the time of building permit issuance. There shall be no interconnections between structures. (DS-42)
26. Street and road improvements shall conform to City standard plates, design criteria and policies. Improvements shall include upgrading of existing pavement along the project frontage to City standards by removing and replacing or overlaying, as directed by the City Engineer. (DS-51)
27. Developer shall install all water, gas, sewer, storm drain, electrical, cable television, and telephone lines before any paving is placed. (DS-54)
28. Prior to release of the final map or parcel map for recordation, Developer shall provide the City Engineer with a 100-scale base map for addressing purposes. The map shall be drawn on 18-inch by 24-inch mylar and shall show the standard address map title block, north arrow, street names, tract number, phase boundary and lot numbers. The City will assign all addresses. (DS-56)
29. Prior to release of the final map or parcel map for recordation, Developer shall post security satisfactory to the City Attorney guaranteeing that all survey monuments will be set as required by the Government Code and the City Code. (DS-57)

*Resolution No. 2017-10
 PZ 16-300-09 (Habitat for Humanity)
 May 4, 2017
 Page 10*

30. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
31. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)
32. Using forms provided by the Development Services Division, Developer shall submit a stormwater quality control measures maintenance and operations plan ("the Plan") for this project. If the BMPs implemented with this project include proprietary products that require regular replacement and/or cleaning, Developer shall provide proof of a contract with an entity qualified to provide such periodic maintenance. The property owner is responsible for the long-term maintenance and operation of all BMPs included in the project design. Upon request by City, property owner shall provide written proof of ongoing BMP maintenance operations. No grading or building permit shall be issued until the Development Services Manager approves the Plan and Developer provides an executed copy of the City's stormwater covenant with the Plan included as an exhibit for recordation by the City. (DS-82)
33. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Developer shall prepare a Local Stormwater Pollution Prevention Plan ("Local SWPPP"). The Local SWPPP shall be developed and implemented in accordance with requirements of the Ventura Countywide MS4 Permit. The Local SWPPP shall be approved by the City Engineer prior to issuance of a site improvement/grading permit. Developer shall keep the Local SWPPP updated to reflect current site conditions and a copy of the Local SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS-87)

DEVELOPMENT SERVICES DEPARTMENT SPECIAL CONDITIONS

34. Developer shall abandon existing utility laterals (water and wastewater) that are not proposed for use by the project by disconnecting them at the main. Developer shall inspect (video) any existing laterals proposed for reuse and obtain City approval of lateral integrity prior to connection. (DS)
35. Developer shall dedicate 6 feet of right-of-way to the City along the existing adjoining public alley.
36. Developer shall remove and reconstruct the full width of the existing public alley along the project frontage to provide a standard 20 foot wide alley section with a concrete center ribbon gutter per City Standard Plate 117. These improvements shall include reconstruction of the alley entrance at First Street to accommodate the new width and to provide an ADA compliant pedestrian path across the alley entrance. The alley entrance shall be constructed similar to City standard plate 115. (DS)

*Resolution No. 2017-10
PZ 16-300-09 (Habitat for Humanity)
May 4, 2017
Page 11*

37. Developer shall provide 'R-Value' tests and compaction test results for the reconstructed alley. Determination of the alley structural section shall be based on City's design procedure, 'R-Value' tests of in-place soils, and approved traffic indices. (DS)
38. Developer shall relocate the existing power poles along the project alley frontage to the edge of the widened alley or to another location approved by the Development Services Manager. (DS)
39. Developer shall remove the existing sidewalk along the Hayes Avenue frontage of the project and construct a new unobstructed 5 foot wide sidewalk behind a 5 foot wide landscaped parkway. (DS)
40. Developer shall remove the existing sidewalk along the First Street frontage of the project and construct a new unobstructed 5 foot wide sidewalk behind a 5 foot wide landscaped parkway. These improvements shall include construction of a Case A, Type 3 disabled access ramp at the corner of First and Hayes. (DS)
41. Developer shall dedicate to the City any additional right-of-way required to encompass the new sidewalk and disabled access ramp. (DS)
42. Developer shall dedicate to the City a waterline easement encompassing the proposed water meters along the alley. The easement shall be included on the project final map. (DS)
43. The development has been determined to be exempt from the stormwater quality requirements of the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system (MS4) permit for new development and redevelopment projects based on the applicability criteria of subpart 4.E.II of Order R4-2010-0108. (DS)
44. This development is subject to the Citywide utility undergrounding fee based on the existing overhead distribution lines on or adjacent to the project. This fee shall be paid prior the issuance of a building permit. In accordance with City ordinance, all utility lateral connections to new structures shall be placed underground. (DS)

PLANNING DIVISION SPECIAL CONDITIONS

45. This recommendation is made subject to approval of the Special Use Permit (16-500-08) for the construction of six affordable single-family residences and Density Bonus Permit (16-535-02) for the allotment of three concessions required by the State's density bonus law. (PL)
46. An approved tentative map shall expire thirty-six (36) months after its approval, unless an extension is applied for and approved by the City Council pursuant to Section 15-46 of the City Code. (PL)

*Resolution No. 2017-10
PZ 16-300-09 (Habitat for Humanity)
May 4, 2017
Page 12*

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 4th day of May, 2017.

Deidre Frank, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on 4th day of May, 2017, and carried by the following vote:

AYES: Commissioner(s):
NOES: Commissioner(s): None
ABSENT: Commissioner(s): None
ABSTAIN: Commissioner(s): None

Kathleen Mallory, AICP, Secretary

OXNARD PLANNING DIVISION
214 SOUTH C STREET
OXNARD, CALIFORNIA 93030



NOTICE OF EXEMPTION

Project Description:

Proposal to construct six affordable (very low income) single-family residences, and a Tentative Tract Map to subdivide five parcels into six parcels on a 0.48 acre Project site located within the La Colonia neighborhood. The single-story homes will range from 1,368 to 1,653 square feet in size and are designed to front Hayes Street with rear access for two-car garage parking off of an existing alley. Although the Project includes a density bonus request pursuant to State density bonus law, no additional units are being requested. However, three concessions are requested pursuant to the State's density bonus law: 1) a reduction in the required rear yard setback from 25 feet to 10 feet; 2) a reduction in the required side yard setback from 10 feet to a range of 3 to 7 feet; and 3) a reduction in the required interior yard space requirement of 30% to a range between 0% and 4.5%.

Finding:

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

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

Supporting Reasons: Based on California Environmental Quality Act (CEQA) Statute §21159.23, affordable housing projects on infill properties, such as the subject project, are statutorily exempt from CEQA review. Additionally, this Project is Categorically Exempt from CEQA pursuant to Section 15061 ("General Rule"), and Section 15332, Class 32 exemption (In-Fill Development) of the CEQA Guidelines.

- a) §21159.23 Low-Income Housing Exemption:** In accordance to Statute §21159.23(1)&(2)(c) of the State CEQA Guidelines, affordable housing projects may be found to be exempt from the requirements of the California Environmental Quality Act (CEQA) if both of the following criteria are met:

The project meets the requirements Statute §21159.23 because: (i) the Developer agrees to enter into an agreement in a form approved by the City Attorney ensuring the

continued affordability of the six residential units for a minimum term of 55 years; (ii) the Project meets all the requirements set forth by CEQA Section 21159.2; (iii) the project site was previously developed for commercial purposes; (vi) the project site does not exceed 5 acres (0.48 acres); (v) the City of Oxnard has a density greater of 2,500 people per square mile; (vi) the project will not cause cumulative impacts or unusual circumstances because it is being developed at a lower density than it is allowed; (vii) the project meets the definition of residential units.

- b) Section 15061 (“General Rule”): (b) A project is exempt from CEQA if: (3) the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.**

The Project is not subject to CEQA pursuant to Section 15061(b)(3) because: (i) the 2030 General Plan designates the land use as Commercial General, which allows residential development with a maximum density of 18 units per acre; (ii) the Project is being proposed at a density lower than the maximum allowed under the 2030 General Plan’s Program Environmental Impact Report (PEIR), which analyzed impacts related to anticipated buildout projected by the 2030 General Plan; and (iii) the Project would be adequately served by all required utilities and public services.

- c) Section 15322 (In-Fill Development) A Class 32 categorical exemption under CEQA Guidelines Section 15332 consists of projects characterized as in-fill development meeting the conditions described below:**

The proposed Project meets the requirements of a Class 32 categorical exemption because it: (i) is consistent with the City of Oxnard 2030 General Plan designation and all applicable General Plan policies for the reasons set forth below; (ii) occurs within the City limits on a site of no more than five acres; (iii) is located on a site with no value as habitat for endangered, rare or threatened species; (iv) would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) would be adequately served by all required utilities and public services.

June 20, 2017

(Date)

Kathleen Mallory, AICP
Planning and Environmental Services
Manager

FIRST AND HAYES

EAST FIRST STREET AND NORTH HAYES AVENUE



SHEET INDEX

01 ARCHITECTURE	02 SITE
01 SITE PLAN	02 SITE ELEVATIONS
02 FLOOR PLANS	03 EXTERIOR ELEVATIONS
03 SECTION FLOOR PLAN & ELEVATIONS C1	04 EXTERIOR ELEVATIONS C2
04 SECTION FLOOR PLAN & ELEVATIONS C1	05 EXTERIOR ELEVATIONS C2
05 MATERIALS COLOR BOARD	06 SITE CONTEXT PHOTOS
07 LANDSCAPE	08 CONCEPTUAL LANDSCAPE PLAN
09 CIVIL	10 FIRE HYDRANT SYSTEMS AND TERTIARY TRACT TANK PLOT
C1	C2
C3	

PROJECT TEAM

APPLICANT
HABITAT FOR HUMANITY OF NORTHERN CALIFORNIA
1800 EASTMAN AVENUE
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TITLE SHEET **FIRST AND HAYES**
EAST FIRST STREET AND NORTH HAYES
SANTA BARBARA COUNTY HABITAT FOR HUMANITY

0.00



DWELLING / PARKING INFORMATION

BAY DRIVES		
3 BUILDINGS		
2 BEDROOM SINGLE FAMILY		
3 BUILDINGS		
1 BEDROOM SINGLE FAMILY		
FLOOR PLAN CALCULATION	658	
2 BEDROOMS	1154	
EDRS SQ FT HABITABLE SPACE = 2400		
SQ FT CIRCULARITY - 8965 SQ FT		
TOTAL SQ FT		
PARKING		12 PARKING SPACES ON SITE
PAVED DRIVE CARPARK PER METER		

SITE INFORMATION

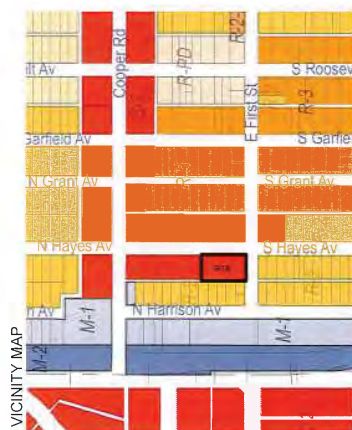
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PROJECT INFORMATION

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PARCEL AREA TABLE

LOT	ACRES	SQ FT
1	0.071	3,022.60
2	0.042	3,314.32
3	0.057	2,502.30
4	0.058	2,501.87
5	0.82	35,754.41
6	0.082	3,575.75



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SITE PLAN **FIRST AND HAYES**
VENTURA COUNTY HABITAT FOR HUMANITY
EAST FIRST STREET AND NORTH HAYES
AVENUE

GENERAL NOTES:

- ALL LANDSCAPING WILL COMPLY WITH CITY OF OXNARD LANDSCAPE STANDARDS.

KEY NOTES

- | | |
|-----|-------------------|
| 1 | TYPE II/III FENCE |
| 2 | TYPE II/III FENCE |
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OUTDOOR LIGHTING CODE REQUIREMENTS:

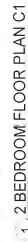
1. ALL EXTERIOR LIGHT FIXTURES SHALL HAVE FULL CUT-OFF, WITH THE EXCEPTION OF A MAXIMUM OF 286 LUMENS PER FIXTURE FOR UN-SHIELDED FIXTURES OF A MAXIMUM OF 1,000 LUMENS FOR PARTIALLY SHIELDED FIXTURES (BUT NOT VISIBLE AND OPACQUE TOP TO PREVENT LIGHT POLLUTION).
2. EXTERIOR LIGHTING SHALL PROVIDE NOT MORE THAN 7 FOOT CANDLES OR LESS THAN 1 FOOT CANDLE.
3. LIGHTING SHALL BE WITHIN THE SPECTRUM OF 3,000 AND 27,000 K.
4. LIGHTING FIXTURES SHALL BE FULL CUT-OFF SO THAT THE FIXTURE DOES NOT ILLUMINATE BEYOND THE PROPERTY LINE.
5. ALL EXTERIOR LIGHTING SHALL BE INSTALLED IN A MANNER TO FIT ABOVE ADJACENT PROPERTY OR, INSTALLED WITH A BULK TO SHOWN.

KEYNOTES

- 11 FIBERGLASS DOOR, PAINTED DUANE EDWARDS
PREPARED, DELAVER
- 12 HAIRLESS SHINING STAGGERS EDGE PANEL,
PAINTED DUANE EDWARDS
- 13 HANDPANELS, SINKING, PAINTED DUANE EDWARDS OLD
BOAT DETAILS
- 14 HANDPANEL, SINKING, PAINTED DUANE EDWARDS
- 15 OLIVE COBALT GREEN, PAINTED DUANE EDWARDS
- 16 CROWN MOULDING, PAINTED DUANE EDWARDS
- 17 WHITE WYLLIANCE HEATER ENCLOSURE
- 18 EXISTING WATER FEDESTAL
- 19 EXISTING UTILITY FEDESTAL
- 20 EXISTING FIRE HYDRANT
- 21 3 INCH DRAIN PIPES SUBMITTED TO THE GARAGE ON
STREET ELEVATION, ILLUMINATED BY RECESSED

KEYNOTES

- [illegible]



**MAIN STREET 2 BEDROOM FLOOR PLAN
& ELEVATIONS C1**

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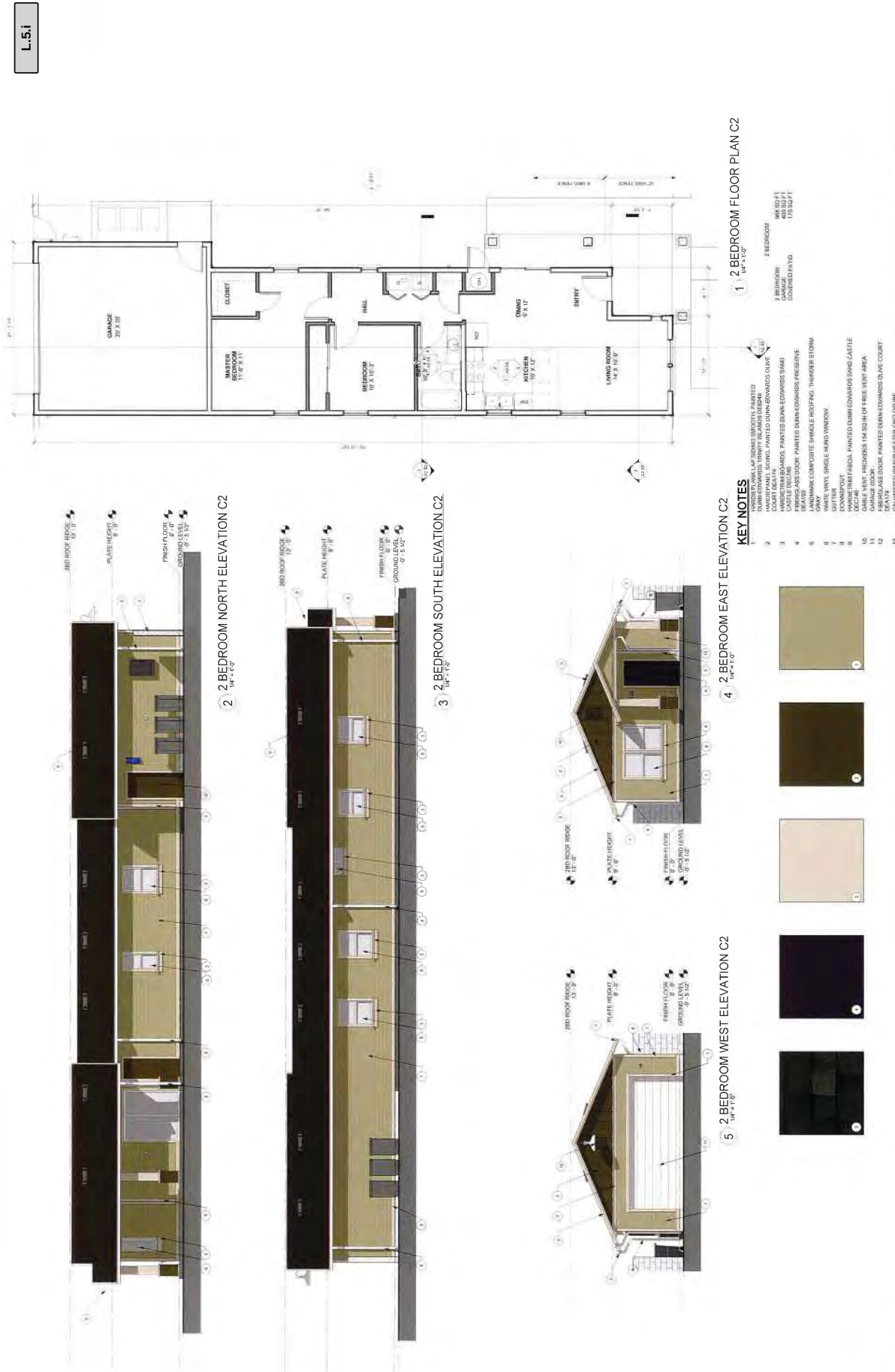
FIRST AND HAYES
VENTURA COUNTY HABITAT FOR HUMANITY
EAST FIRST STREET AND NORTH HAYES
AVENUE

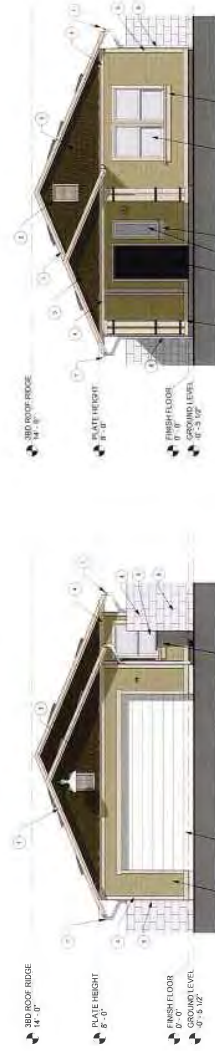
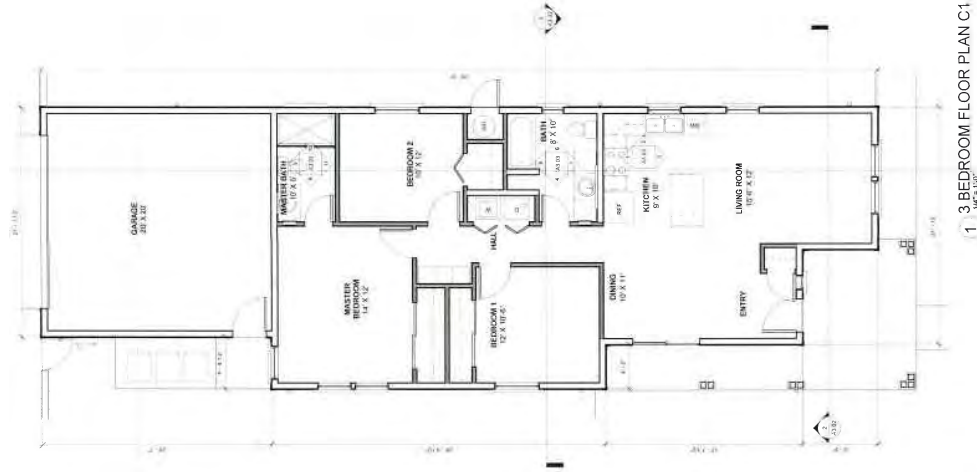
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MAIN STREET 2 BEDROOM FLOOR PLAN & ELEVATIONS C2

FIRST AND HAYES
VENTURA COUNTY HABITAT FOR HUMANITY
EAST FIRST STREET AND NORTH HAYES
AVENUE

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MAIN STREET 3 BEDROOM FLOOR PLAN & ELEVATIONS C1

FIRST AND HAYES
VENTURA COUNTY HABITAT FOR HUMANITY
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AVENUE

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MAIN STREET 3 BEDROOM FLOOR PLAN
& ELEVATIONS C2

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FIRST AND HAYES
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EAST FIRST STREET AND NORTH HAYES
AVENUE

3 BEDROOM FLOOR PLAN & ELEVATIONS C2

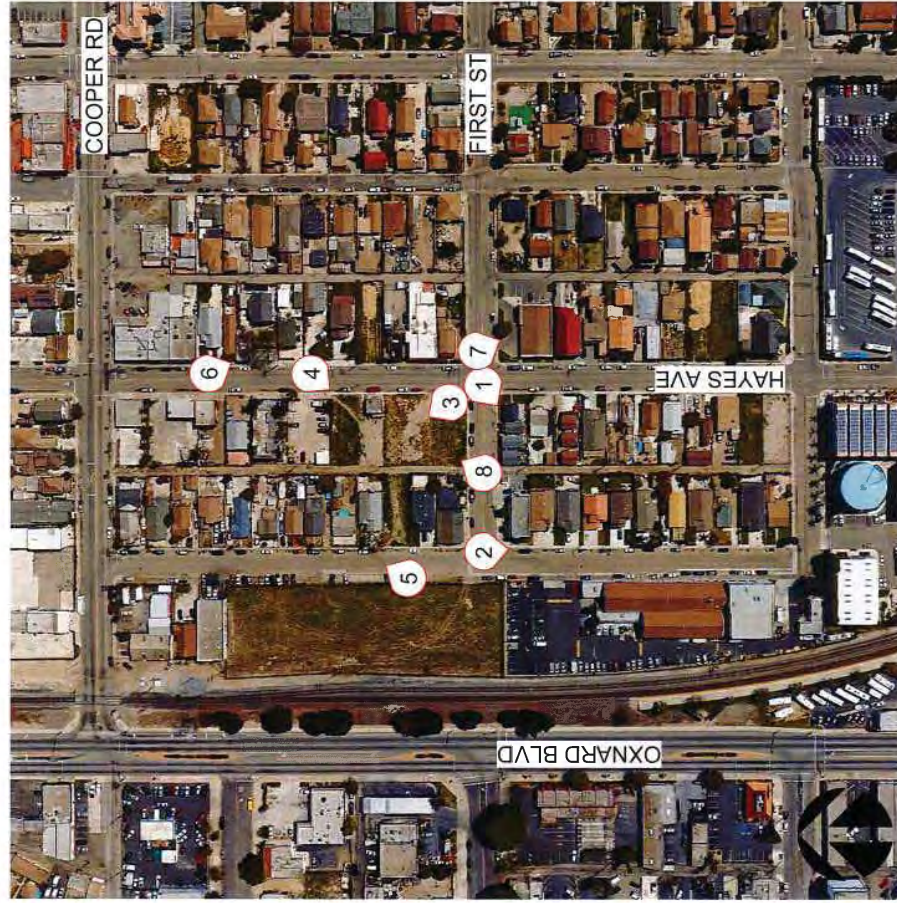
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MAIN STREET
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MATERIALS
COLOR BOARD
FIRST AND HAYES
VENTURA COUNTY HABITAT FOR HUMANITY
EAST FIRST STREET AND NORTH HAYES AVENUE

4.01



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MAINSTREET

ARCHITECTS + PLANNERS INC.

4775 S. 31st Avenue, Suite 100
Ventura, CA 93003
P: (805) 642-2115 mainstreetarchitects.com

SITE CONTEXT
PHOTOS

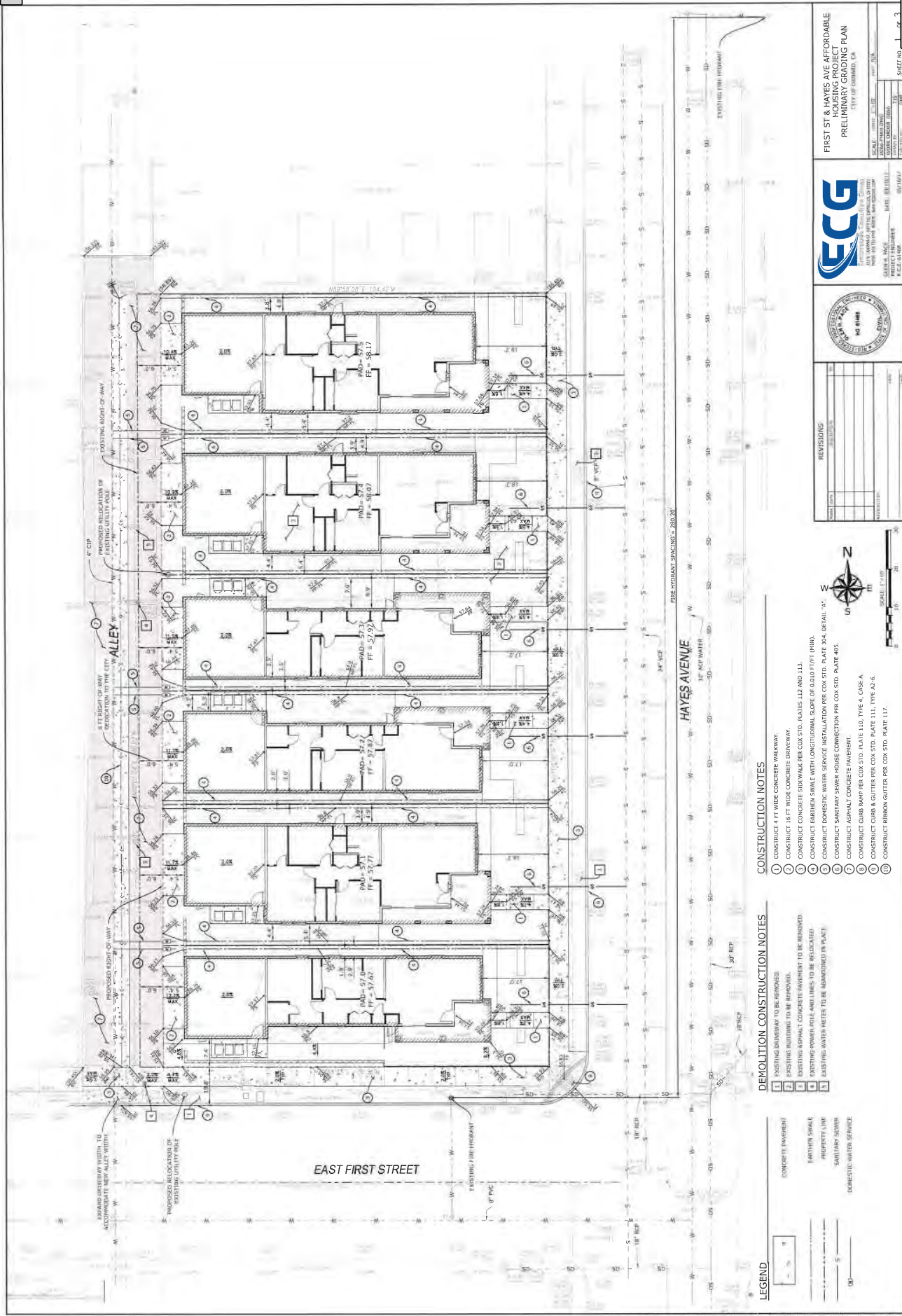
FIRST AND HAYES
VENTURA COUNTY HABITAT FOR HUMANITY
EAST FIRST STREET AND NORTH HAYES AVENUE

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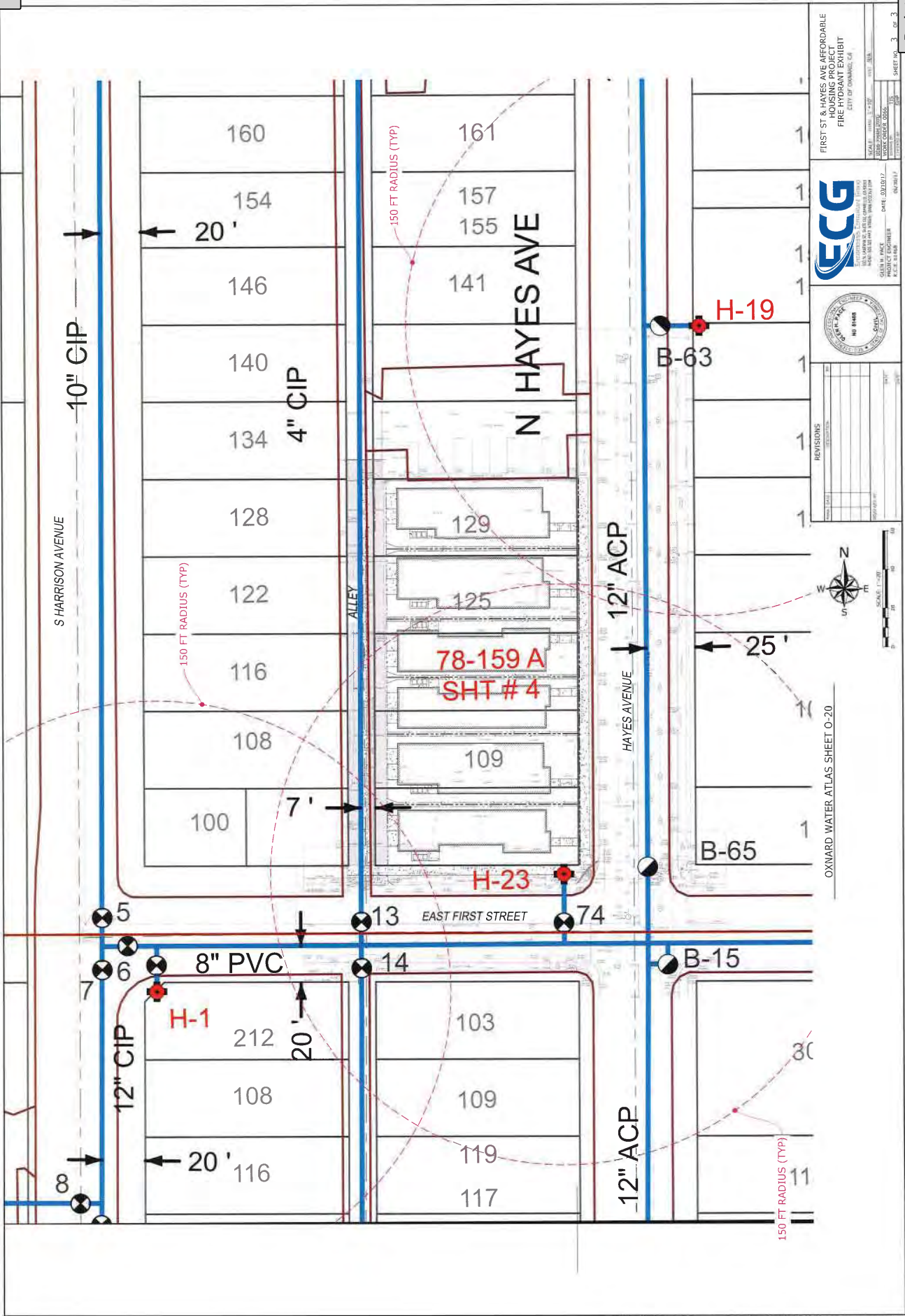


FIRST AND HAYES
VENTURA COUNTY HABITAT FOR HUMANITY
EAST FIRST STREET AND NORTH HAYES
AVENUE

Packet Pg. 305









**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: June 20, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Kymberly Horner
Economic Development Director

SUBJECT: Agreement Between Oxnard Convention & Visitors Bureau & City of Oxnard
(10/10/25)

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

RECOMMENDATION:

Staff requests approval to enter into a one-year agreement beginning July 1, 2017 through June 30, 2018 between the City of Oxnard (“City”) and the Oxnard Convention and Visitors Bureau (“OCVB”) to provide services in the promotion of the City and area in order to attract more visitors and generate economic benefits. For these services, the City will compensate the OCVB in the amount of \$712,360 which is an increase of \$77,124 over the current amount of City funding for OCVB.

BACKGROUND

The Oxnard Convention and Visitors Bureau (“OCVB”) was initially formed in May 1974 as a nonprofit corporation for the purpose generating economic benefits to the City of Oxnard (“City”) by promoting the area and attracting more visitors.

From its initial formation the OCVB has been funded by the Transient Occupancy Tax (“TOT”). However, in the early years of the OCVB, it also raised some of its funding from the private sector.

Agreement Between OCVB & City of Oxnard (10/10/25)

June 20, 2017

Page 2

After seventeen years in operation, in 1991 OCVB ceased operations when the City stopped subsidizing it during budgetary cutbacks. When the City experienced a reduction in revenues, the City Council made a difficult decision to prioritize other critical city services over the funding of the OCVB. The OCVB became dormant for approximately three years.

A few years later, the City realized a reduction in TOT revenues. The City Council decided to take a proactive approach to boosting the economy by approving support for the tourism industry. In early 1994, the visitors and tourism industry recommended that the OCVB be reestablished as the Greater Oxnard and Harbors Tourism Bureau, with a new emphasis on attracting visitors and tourism.

In January 1994, the City Council approved an agreement between the City of Oxnard and the Greater Oxnard and Harbors Tourism Bureau ("Bureau"). Please see Attachment A. This agreement was for a six-month period, January 15 – June 30, 1994. The City agreed to pay the Bureau \$75,000 and the Bureau agreed to raise approximately \$37,500 in start-up funds from the private sector. Upon evidence that the Bureau had raised \$37,500 from the private sector, the City agreed to pay the Bureau \$136,000 when it had expended approximately \$112,500 (\$75,000 + \$37,000) for its operations. The Bureau was also required to prepare a five (5) year budget and marketing plan. The City agreed to continue the agreement based on its evaluation of the success of the program.

At the beginning of the fiscal year beginning on July 1, 1994, the City entered into a one-year agreement with the Bureau for \$75,000. The Bureau was required to raise \$75,000 from other sources as a match for the City's contribution. Upon evidence that the \$150,000 had been expended on services to promote tourism and other administrative functions to encourage economic benefits to the City of Oxnard, the City agreed to pay \$236,500 upon evidence the other funds had been fully expended. The agreement also stated that funding for subsequent fiscal years would be provided in the same manner and approximately the same amount. The Bureau was required to provide an updated budget for each fiscal year showing its full program and funding requirements and operating budget to the City for its review, no later than March 15 each year. In order for the City Council to make its determination on the amount of funding to provide to the Bureau, the Bureau was required to present demonstrated and documented results to the City. Successful results were defined as increases in visitors spending, correlated to increases in employment, TOT, sales tax revenues, business license tax revenue and/or other economic benefits to the City.

As stated previously, the original term of the agreement ran from January 15, 1994 to June 30, 1994. Thereafter, the Agreement automatically renewed for successive twelve (12) month periods, beginning July 1, 1994, although the agreement could have been terminated by either party by giving at least thirty (30) days written notice before June 1st of each fiscal year. However, the agreement was also subject to the City Council appropriating funding during each year's budget cycle. If funds were not appropriated, the agreement was deemed to be terminated.

Agreement Between OCVB & City of Oxnard (10/10/25)

June 20, 2017

Page 3

Since 1994, the agreement with the OCVB has not changed, with the exception of the City's annual contribution. However, in FY 2012-2013, due to budgetary constraints, the City applied a 1% decrease to some departments, including some agencies funded by the City. OCVB received a 1% decrease to its budget during that year. Because of the City's decrease in funding, the OCVB's budget was reduced from \$712,360 to \$705,236.

In FY 2013-2014, in addition to City's contribution of \$705,236 to the OCVB, the City also provided additional funding to assist with the development of the California Welcome Center, thus bringing their contribution for FY 2013-2014 to \$805,236.

In FY 2015-2016, all City departments received a 10% decrease, including OCVB. OCVB's annual baseline budget for the FY2015-2016 and FY 2016-2017 is approximately \$635,236. On April 22, 2017, OCVB submitted a letter (Attachment 2) to the City Council, requesting the City to restore OCVB's from \$635,236 to \$712,360. Additionally, the OCVB requested that the its requested base payment of \$712,360 be increase each year for five years by a percentage of TOT. Table 2 identifies OCVB's funding request in more detail.

Historically, OCVB has requested funding as part of the City's budget process. The funding appropriation shows up as a line item in the City's budget document, as expenditure from the City's General Fund. Table 2 identifies the funding request by OCVB and the potential financial impact to the City.

Table 2

5 Year Contract	Fiscal Year	*Base Payment	Percentage of TOT	*Approximate Amount of Total TOT	Base Payment + TOT	Base for Year 1 & Anticipated TOT
Year 1	2017-2018	\$712,360	N/A	N/A	N/A	\$712,360
Year 2	2018-2019	\$712,360	2%	\$93,087	\$806,167	
Year 3	2019-2020	\$712,360	3%	\$139,631	\$851,991	
Year 4	2020-2021	\$712,360	5%	\$232,718	\$945,078	
Year 5	2021-2022	\$712,360	7%	\$325,806	\$1,038,166	\$3,641,402
		\$3,561,800		\$791,242	\$3,641,402	\$4,353,762

*TOT revenue projections for future fiscal years are unavailable; therefore staff used \$4,654,376 which is the amount of TOT that the City received in 2015.

TOT fluctuates from one year to the next depending on the economy and the number of major events and tourist attractions that are successfully marketed in the area. In 2016 the City received approximately \$5,041,658 in TOT and 2015 the City received \$4,654,376. Final number for the current fiscal year are not available. However, as of March 2017, the City has received approximately \$3,371,004 in TOT. Since the most current year's TOT total amount collected is not known, and there is not sufficient data to project incremental changes to TOT over the next 4 years, staff used \$4,654,376 which is the average amount of TOT received over the past years. If the City Council were to approve the baseline TOT to \$712,360, and approve a percentage of TOT, the payment to OCVB is as follows: Year 2, \$806,167; Year 3, \$851,991; Year 4, \$945,078 and Year 5, \$1,038,166.

SCOPE OF SERVICES AND FEE STRUCTURE

Exhibits A and B of the Agreement are the scope of services OCVB is to provide to the City as well as their fee structure. The scope of services requires OCVB to provide a marketing plan and budget request to the City on or before March 1. Future budget requests by OCVB should demonstrate an increase to the City's TOT, based on the marketing plan.

FUNDING FROM VENTURA COUNTY LODGING ASSOCIATION

Developed by the Ventura County Lodging Association (VCLA), the Ventura County West Tourism Business Improvement District (VCWTBID) is an assessment district proposed to provide specific benefits to payors, by funding marketing and sales promotion efforts for assessed businesses. The District was created in 2011 as the Ventura-Oxnard-Camarillo Tourism Business Improvement District ("TBID") by Ventura City Council Resolution No. 2011-023 for a five (5) year term. However staff is unable to locate a similar resolution passed by the Oxnard City Council.

The Management Plan provides that the VCLA's budgeted advertising funds be expended in a manner that directly relates to increasing guest room occupancy rates among member hotels. The Management Plan and by-laws also provide that 20 percent of all TBID funds ("Fund") collected are to be made available to each of the four member communities of Camarillo, Oxnard, Port Hueneme and Ventura in direct proportion to funds collected in each community by the local jurisdiction. The funds used by each community are in support of the mission of increasing local hotel guest room occupancy rates

As described by VCLA staff, VCWTBID is the only TBID in the nation, which 'grants,' marketing dollars back to the cities for local/visitor marketing. This is an assessment through the hotels, not a tax. The funds can be viewed as a grant, due to the fact there isn't a guarantee a funding request will be provided to the applicant, including OCVB. In the past OCVB has received funding. Between 2013/2014 through May of 2016, OCVB has been awarded:

2013-2014	\$127,133.88
2014-2015	\$140,463.20
2015-2016	\$189,080.20
<u>2016-2017</u>	<u>\$179,631.80</u>

Total	\$636,309.08
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The funds can be applied for by organizations meeting VCLA's criteria, however the funds are earmarked for marketing purposes only and the focus of the marketing effort is to increase hotel occupancy rates and not an overall marketing effort for the individual City's tourism effort.

While this might be more reasonable request to consider, City Staff needs time to fully review and analyze the newly proposed compensation term. Additionally, policies concerning the Short Term Vacation Rental (STVR) also need to be evaluated prior to the City obligating a percentage of TOT to OCVB.

FUTURE HOTEL PROJECTS

On June 14, 2016, the City Council approved a Sixth Amendment to the RiverPark Owner Participation Agreement ("OPA"). The Sixth Amendment to the OPA requires the master developer to begin construction on a new hotel in RiverPark consisting of 100-120 rooms and 3,000 sf of meeting space by 2018. The OPA requires the hotel to be completed by 2021, with a requirement to build a second hotel on the same pad consisting of approximately 100-120 rooms. The second hotel is required to begin construction immediately following the completion of the first hotel. Another hotel is planned at the Channel Island Harbor to replace the shuttered Casa Sirena Hotel.

STAFF'S RECOMMENDATION

Staff recommends restoring OCVB's baseline budget of \$635,236 to \$712,360 for year 1 of the new Agreement. This would bring back the baseline budget as it had been funded since 2008. For subsequent years, staff recommends that the City Council receive a presentation by OCVB prior to the budget process (no later than March 1) to review the state of the City's General Fund requirements and to properly analyze increases or decreases to TOT, in connection with OCVB's marketing efforts. Should the City be in a position to provide OCVB with a percentage of TOT it should be determined in advance of the budget process, with a formal recommendation being made to the City Council through the City Manager's budget presentation and may recommend a multi-year agreement. This will allow Staff to explore in more detail VCLA's participation in Oxnard and other neighboring cities. This will allow staff to review what other cities of similar size do to promote economic development and tourism.

FINANCIAL IMPACT

Staff's recommends an increase to the OCVB budget from \$635,236 to \$712, 360, which would be an increase of the General Fund's requirement to OCVB \$77,124.

This budget is funded through the City's General Fund Undesignated Fund Balance. With this request, the estimated General Fund Undesignated Fund Balance would be \$18.9 million. Staff is recommending a one year contract so that further research and study can be completed to determine what is the best scenario for funding for OCVB.

Agreement Between OCVB & City of Oxnard (10/10/25)

June 20, 2017

Page 6

STRATEGIC PRIORITIES

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

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

Objective 1a. Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.

Goal 2. Enhance business development throughout the City.

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

Objective 2b. Improve relationships and communication between the City and the business community.

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

Goal 3. Enhance business retention and attraction.

Objective 3a. Implement an economic development plan for attracting and retaining business.

ATTACHMENTS:

Attachment 1 - 1994 Agreement

Attachment 2- Letter

BA - OCVB Additional Request - June 20 2017

OCVB Agreement

Agreement Between OCVB & City of Oxnard (10/10/25)
June 20, 2017
Page 7

OCVB Scope of Servcies

COUNCIL APPROVAL
DATE: 1/11/94 AGENDA # E-2 (1)

AGREEMENT BETWEEN
THE CITY OF OXNARD
AND THE
GREATER OXNARD AND HARBORS TOURISM BUREAU

WHEREAS, the Greater Oxnard and Harbors Tourism Bureau ("Bureau") is a successor to the Oxnard Convention and Visitor's Bureau ("CVB"), which was initially formed as a nonprofit corporation in May, 1974; and,

WHEREAS, the major purpose of the CVB was to generate economic benefits for the City of Oxnard ("City") by promoting the area and attracting more visitors to the City; and,

WHEREAS, the original funding for the CVB came from revenue generated by the Transient Occupancy Tax ("TOT") with a share of the TOT revenue provided by the City to the CVB for its operating budget; and,

WHEREAS, over the last number of years the City has suffered reduced revenues and City Council decided to give priority to other general fund needs and no longer fund CVB; and,

WHEREAS, the CVB effectively ceased operations in 1991 following the City budget action; and,

WHEREAS, a subsequent joint public/private effort to create a new assessment funding mechanism was unsuccessful; and,

WHEREAS, with the absence of visitor promotion programs the visitor and tourist industry in the City has weakened so that TOT revenues are now dropping; and,

WHEREAS, City has now undertaken a more proactive approach to economic development, with the visitor and tourism industry being one of the major components; and,

WHEREAS, the major tourism businesses in the visitor and tourism industry have now proposed that the CVB be reestablished as the Bureau with a new emphasis on attracting visitors and tourism from a more focused market area; and,

WHEREAS, the major tourism businesses will financially help support the Bureau with similar help from the City; and,

WHEREAS, the City has determined it is in its economic interest to financially support the Bureau and its goals and objectives; and,

WHEREAS, the City has historically received sufficient general fund income annually from visitor and tourist generated revenue to enter into a long term financial commitment with the Bureau; and,

WHEREAS, it is believed that the Bureau's programs would lead to an annual increase in the total amount of related visitor and tourism revenue that would be generated in the City; and,

WHEREAS, the Bureau would propose to use a portion of the overall increase in revenue to fund its continued operations and programs and City is willing to share the increased proceeds to encourage continued positive performance by the Bureau; and,

WHEREAS, the Bureau has prepared a five (5) year budget and marketing plan to show how the revenue will be used to attain the purposes of this agreement and the City wishes to continue the program as long as it is successful.

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

Section 1 Parties.

1.1 The parties to this agreement are the City of Oxnard ("City") a municipal corporation of the State of California, and the Greater Oxnard and Harbors Tourism Bureau ("Bureau"), a public benefit nonprofit California corporation.

Section 2 Duties of Bureau.

2.1 The Bureau shall prepare a business plan to market the Oxnard and Harbors area to attract more visitors and tourists. The marketing plan will include special programs for media, advertising, brochures, guides and other visitor/tourist material. The plan shall be updated on an annual basis and presented to the City Council along with other reports pursuant to Section 6 below.

Section 3 Term.

3.1 This agreement is intended to be a long term agreement between the City and Bureau to insure long term commitment of both parties and allow long range planning and programs. This agreement shall be for an initial five and one half (5-1/2) month period commencing January 15, 1994 and continuing until June 30, 1994. Thereafter, the agreement shall be automatically renewed for successive twelve (12) month periods, beginning July 1, 1994, unless terminated pursuant to paragraph 3.2.

3.2. This agreement may be terminated by either party, with or without cause, giving at least thirty (30) days written notice of termination to the other party, before June 1 of each fiscal year, whereupon this agreement shall terminate on the June 30 next following the date notice is given.

3.3. If the agreement is not terminated pursuant to 3.2 above, the agreement is further subject to the City Council appropriating sufficient funds each year this agreement is in effect to fulfill the funding set out in Section 4. If funds are not so appropriated, this agreement shall automatically terminate on the date any funds that are so appropriated are exhausted.

Section 4 Funding.

4.1. The funding for the Bureau's operations from January 15, 1994 through June 30, 1994 will be from the following sources:

4.1.1. The City will pay Seventy-Five Thousand Dollars (\$75,000.00) to the Bureau upon the City's approval and execution of this Agreement.

4.1.2. Prior to June 30, 1994 the Bureau will collect Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) from its members and directors and the Bureau will show the City the source of the funds.

4.1.3. The City shall pay One Hundred Thirty-Six Thousand Dollars (\$136,000.00) to the Bureau when the Bureau has used the funds provided under 4.1.1 and 4.1.2 above.

4.2. The funding for the Bureau's fiscal year 1994-1995 operations (July 1, 1994 through June 30, 1995) will be from the following sources:

4.2.1. The City will pay Seventy-Five Thousand Dollars (\$75,000.00) which will be made available to the Bureau at the beginning of the fiscal year.

4.2.2. Members and directors of the Bureau will collect Seventy-Five Thousand Dollars (\$75,000.00) and will show the City by the end of fiscal year 1994-1995 the source of the funds.

4.2.3. The City shall pay Two Hundred Thirty-Six Thousand Five Hundred Dollars (\$236,500.00) to the Bureau when the Bureau has used the funds provided under 4.2.1 above.

4.3. The funding for the Bureau for subsequent fiscal years will be provided in the same manner and approximately the same amounts as provided in Section 4.2. above, and as shown in the attached five (5) year budget. The Bureau will provide an updated budget for each fiscal year showing its full program and financial requirements. The Bureau shall also provide a thorough analysis of all programs the Bureau has completed and has underway, including a report showing the economic and other results of the Bureau's operations and programs (eg. occupancy rates, number of tourists, etc.) and a comparison to prior periods.

Section 5 Budget Request.

5.1 Bureau will provide an operating budget to the City for the City's review not later than March 15 each year.

5.2 City Council, in making its determination on the amount of funding to provide to the Bureau, shall give primary consideration to the demonstrated and documented results of Bureau activities. Successful results shall be considered to be increases in visitor spending in Oxnard, correlated to increases in employment, transient occupancy tax revenue, sales tax revenue, business license tax revenue and/or any other tangible economic benefit to the City.

Section 6 Reports.

6.1 While this agreement is in effect, Bureau will prepare reports on a quarterly basis and forward the reports to the City Manager and City Council. The reports will include at least the following:

6.1.1 Current financial statement of Bureau.

6.1.2 Statement of current programs and efforts underway to increase the visitor and tourism trade in the City.

6.1.3 Current estimates of 'TOT' revenue and comparison to earlier periods.

6.1.4 Results of programs that have been completed by the Bureau and their fiscal effect.

6.1.5 Results of the Bureau's best efforts to provide the Bureau's contributions as set out under the funding section of this agreement.

6.1.6 Minutes of meetings of the Bureau Board of Directors that have occurred since the last report.

Oxnard/Greater Oxnard and Harbors Tourism Bureau

Section 7 Staffing.

7.1 The Bureau will be responsible for providing all staff necessary to implement and carry out the functions of the Bureau.

Section 8 Nonprofit Status.

8.1 The Bureau will operate and qualify as a nonprofit corporation under the Nonprofit Public Benefit Corporation Law of the State of California during all times that this agreement is in effect.

Section 9 Notices.

9.1 All notices and demands required or contemplated by this agreement shall be in writing and shall be served, either by personal delivery to the representatives of the parties at the places stated below, or by deposit in the United States mail, postage prepaid, addressed as stated below:

To City: City Manager
City of Oxnard
300 West Third Street
Oxnard, California 93030

With a copy to: City Attorney
City of Oxnard
300 West Third Street, Suite 300
Oxnard, California 93030

To Bureau: Greater Oxnard and Harbors
Tourism Bureau
711 South "A" Street
Oxnard, California 93030

Section 10 Attorneys' Fees.

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

Section 11 Changes and Amendments.

11.1 No modification, change or amendment to this agreement or any provision thereof will be effective for any purpose unless specifically set forth in writing and signed by both parties.

Section 12 Indemnity.

12.1 Bureau agrees to indemnify, hold harmless, and defend City, its City Council and each member thereof, and every officer and employee of City, from any and all liability, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses of litigation or arbitration, that result or are claimed to have resulted directly or indirectly from the wrongful or negligent acts, errors or omissions of Bureau or its agents, employees, subcontractors or consultants while they are performing services under this agreement, or from the use of City's property by Bureau or its agents, employees, subcontractors or consultants, except in cases of sole negligence on the part of City, its officers, employees, agents, or subcontractors.

Section 13 Insurance.

13.1 Bureau shall obtain and maintain during the performance of any services under this agreement the following insurance coverages issued by a company satisfactory to the City, unless the Finance Director waives, in writing, the requirement that Bureau obtain and maintain such insurance coverage.

13.1.1 Commercial general liability insurance including a contractual liability endorsement in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability;

13.1.2 Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability;

13.1.3 Errors and omissions insurance to a minimum coverage of \$1,000,000, with neither the Bureau nor listed subconsultants having less than \$500,000 individually;

13.1.4 Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.

13.2 Bureau shall, prior to performance of any services, file with the Finance Director a certificate of insurance, on a City-approved form, certifying that the above insurance coverages shall remain in effect at all times during the term of this agreement, or any extension thereof. The certificate of insurance should be forwarded to the Finance Director addressed as follows:

City of Oxnard
 Finance Department, Financial Services Division
 Contract No. 5044
 300 West Third Street, Suite 302
 Oxnard, California 93030

13.3 Bureau agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A-7 or better and shall bear endorsements providing that the policies may not be cancelled or modified without thirty (30) days prior written notice to the Finance Director. City shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

13.4 Bureau agrees that the commercial general liability, business automobile liability, and employer's liability insurance policies shall be endorsed to name City, its City Council, officers and employees as additional insureds and to provide that the coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages.

13.5 All insurance standards applicable to Bureau shall also be applicable to Bureau's subconsultants. Bureau agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Finance Director.

Section 14 Independent Contractor.

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

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

14.3 Bureau acknowledges that Bureau and Bureau's employees are not entitled to any of the benefits or rights afforded employees of City, including but not limited to

reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

Section 15 Bureau Not Agent.

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

Section 16 Conflict of Interest.

16.1 Bureau shall promptly inform the City Manager of any contract, agreement, arrangement, or interest that Bureau may enter into or have during the performance of this agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this agreement and Bureau's or Bureau's clients' interest in land that might be affected by the services. Bureau shall take such measures as are necessary in the performance of this agreement to prevent actual or appearances of conflicts of interest.

Section 17 Governing Law.

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

Section 18 Compliance with Laws.

18.1 Bureau agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Bureau pursuant to this agreement.

Section 19 Severability.

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

Section 20 Waiver.

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

Section 21 Counterparts.

21.1 City and Bureau agree that this agreement may be executed in two or more counterparts, each of which shall be deemed an original.

Section 22 Arbitration.

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

Section 23 Venue.

23.1 Bureau and City agree that the site of any hearing or action, whether arbitration, judicial, or non-judicial, of whatever nature or kind regarding this agreement shall be conducted in the County of Ventura, State of California.

Section 24 Authority to Execute.

24.1 City acknowledges that the Mayor has been duly authorized by the City Council to execute this agreement on behalf of the City.

24.2 Bureau acknowledges that the person executing this agreement has been duly authorized by Bureau to do so on behalf of Bureau.

Section 25 Entire Agreement.

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

Section 26. Execution.

This agreement was approved for execution by the Mayor on behalf of the City Council on January 11, 1994

CITY OF OXNARD**GREATER OXNARD AND
HARBORS TOURISM BUREAU**

By: Dr. Manuel M. Lopez 1/11/94
Dr. Manuel M. Lopez, Mayor

By: Michael Koutnik
Michael Koutnik, President

ATTESTATION:

By: Daniel Martinez
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

By: Gary L. Gillig 12-30-93
Gary L. Gillig, City Attorney

APPROVED AS TO CONTENT:

By: Steven L. Kinney
Steven L. Kinney, Director
Economic Development



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

April 22, 2017

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

Dear Mayor Tim Flynn and Members of the Oxnard City Council,

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

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

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

Year	2008/09	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17
OCVB Funding	\$712,360	\$712,360	\$712,360	\$712,360	\$705,236	**805,236	\$705,236	\$635,236	\$635,236

While we sincerely appreciate the investment in our efforts, an analysis of this historic trend indicates that the OCVB has sustained a marked budget reduction since 2013/2014 while the trend line would suggest that our budget should have increased over the same timeframe.

During the same period that the funding was cut by 11%, the Transient Occupancy Tax (TOT) increased from \$3.2 Million annually to over \$5 Million annually. An increase greater than 65%. Additionally, the overhead of the OCVB increased with the addition of the California Welcome Center at the Collection, which the OCVB underwrites in an amount that exceeds \$200,000 annually.

To maximize the efficient use of our limited resources and the return on that investment to the City, OCVB, in collaboration with local business and industry leaders has engaged in a wide-reaching planning effort outlining our future direction and delineating specific strategic initiatives that will support the economic vitality of the city. We sincerely appreciate your participation in this planning process and will be presenting the full plan at an upcoming city council meeting.

If we are to effectively implement this plan and reach the performance metrics that we both desire, we will need resources to fund the initiatives outlined in the plan. Therefore, OCVB is requesting that the City restore our baseline budget to **\$712,360.00** for the 2017/18 fiscal year. We are also requesting that the funding continue to marginally increase in future years in alignment with the new resources, services, and initiatives that we will

OXNARD

CONVENTION & VISITORS BUREAU
CALIFORNIA

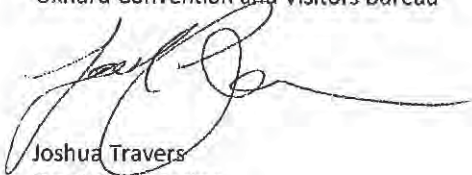
2775 N. Ventura Road, Suite 208
Oxnard, California 93036
T: 805.385.7545 | F: 805.385.7571
VisitOxnard.com | info@visitoxnard.com

deliver to increase our tourism indicators. As part of this request, we will prepare and submit an annual budget and marketing plan that outlines our intended expenditures that includes a quarterly report of the activities and achievements as well as the impact in increasing the cities TOT.

The approval of this funding request will further support the interests of local government, trade, and civic associations, and will add to the city's efforts in enhancing the quality of life for its residents. This will allow OCVB to further support businesses to strengthen and build outside visitor traffic to an area and ultimately increase the city's TOT. As always, we appreciate your partnership as we work to continue to enhance Oxnard as a destination City.

Sincerely,

Oxnard Convention and Visitors Bureau



Joshua Travers
Executive Director

CC: Greg Nyhoff, City Manager
Kymberly Horner, Economic Development Director
OCVB, Board of Directors

REQUEST FOR BUDGET APPROPRIATION

Department: Economic Development
Project/Program
Manager: Kym Horner

Date: June 20, 2017
Phone: 385-8055

Reason for Appropriation:

To appropriate additional funding in the amount of \$77,124 from General Fund Reserve to Oxnard Convention & Visitor Bureau per. proposed agreement with term of July 1, 2017 to June 30, 2018. With additional funding added, the annual contribution will be revised from \$635,236 to \$712,360.

Accounts and Descriptions

AMOUNT

Fund: GENERAL FUND (101)

Expenditures/Transfers Out

ECONOMIC DEV & TOURISM (4201)

101-4201-804.82-09 CONTRACTS AND SERVICES / SVCS-OTHER PROF/CONTRACT 77,124

Sub-total Expenditures 77,124

Net Change to Fund Balance (77,124)

Net Appropriation Change 77,124

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

Agreement No. A-7968

AGREEMENT FOR CONSULTING SERVICES

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

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

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

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

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

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

9. Principal in Charge

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

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

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

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

c. If the Agreement is not terminated pursuant to section 12(b), the Agreement is further subject to the City Council appropriating sufficient funds each year this Agreement is in

effect to fulfill the funding set out in Section 14. If funds are not so appropriated, this Agreement shall automatically terminate on the date any funds that are so appropriated are exhausted.

13. (Reserved)

14. Compensation

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

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

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

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

15. Method of Payment

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

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

16. Responsibility for Expenses

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

including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. (Reserved)

18. Records

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

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

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

19. Maintenance and Inspection of Records

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

20. Confidentiality of Information

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

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its

directors, officers, and employees (the “**Indemnified Party**”) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant’s performance of this Agreement or Consultant’s failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys’ fees; court costs; and costs of alternative dispute resolution. Consultant’s obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant’s indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Consultant’s duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys’ fees and defense costs.

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

22. Insurance

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

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

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

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

25. (Reserved)

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national

origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

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

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

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

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same Agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

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

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

41. Amendment

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

42. Entire Agreement

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

[Signatures on next page]

AGREEMENTS OF \$250,000.01 OR MORE

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

CITY OF OXNARD

Oxnard Convention & Visitors Bureau,
a California nonprofit corporation

Tim Flynn, Mayor

Joshua Travers, Executive Director

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

Kymberly Horner, Economic Development Director

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
COMPENSATION RATES

EXHIBIT INS-B
INSURANCE REQUIREMENTS

EXHIBIT A

SCOPE OF SERVICES

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

1. Serve as the City’s official tourism agency that provides leadership in the marketing of the City and the generation of tourism sales.
2. Develop a comprehensive marketing program to advertise, promote and publicize the City to achieve, as City's priority, the goal of booking group meetings, trade shows, conferences, and other events at area hotels and other available meeting space in a manner that results in a positive economic impact for the City.
3. Develop a marketing program directed to tourism decision-makers and individual travelers to promote additional business and leisure travel to the City. OCVB may associate with other agencies, such as, but not limited to, Visit California, Ventura County Coast, Oxnard Downtown Improvement District, Oxnard Chamber of Commerce, City of Oxnard and the City’s Department of Economic Development, Oxnard hotels, and local attractions, each as OCVB may reasonably determine to further extend its marketing efforts.
4. Develop said marketing program to include, but not be limited to researching tours, events and tournaments coming to the area, coordinating and distributing mailings, coordinating the development and maintenance of OCVB website and collateral materials, continuing maintenance of and management of social media platforms, and other marketing activities.
5. Participate in activities related to the branding of the City for the purpose of local, national, and international identity, and coordinate such activities with the City’s Department of Economic Development, and/or other City agencies as identified by the City Manager’s Office or designated representative(s).
6. Develop and implement an OCVB Board of Directors with members that represent a cross-section of the various organizations supporting economic development, communications, and marketing. The primary function of OCVB Board of Directors is to develop and provide input and suggestions that support and cross-promote the City as a destination. The members of OCVB Board of Directors shall be determined at the discretion of the OCVB, in consultation with the City, and shall be managed by OCVB.
7. OCVB shall manage the California Welcome Center as agreed to with the California Business, Transportation and Housing Agency so that it is an easily accessible and

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

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



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 2

DATE: June 20, 2017

TO: City Council
Housing Authority

THROUGH: Greg Nyhoff
City Manager

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

FROM: Jim Throop
Chief Financial Officer

Deanne Purcell

SUBJECT: Adoption of Fiscal Year 2017-18 Operating Budget and Capital Improvement Projects (10/20/10)

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

RECOMMENDATION:

1. That City Council adopt the following resolutions:

- (a) A Resolution of the City Council of the City of Oxnard Approving the City Operating Budget for the Fiscal Year 2017-2018; and
- (b) A Resolution of the City Council of the City of Oxnard Establishing An Appropriation Limit for the Fiscal Year 2017-2018; and
- (c) A Resolution of the City Council of the City of Oxnard Authorizing Full-Time Equivalent Positions in the City Service Effective July 1, 2017 in accordance with the Operating Budget for the 2017-2018 Fiscal Year; and
- (d) A Resolution of the City Council of the City of Oxnard Authorizing Classification and Salary Schedules Resolutions and Approving the attached Classification and Salary Schedule; and
- (e) A Resolution of the City Council of the City of Oxnard Establishing Financial Management Policies.

2. That City Council authorizes the City Manager to transfer and make adjustment of inter-fund transfers on June 30, 2017 to eliminate cash deficits in funds when necessary including: Utilities

Adoption of Fiscal Year 2017-18 Operating Budget and CIP (10/20/10)

June 20, 2017

Page 2

Funds, Capital Improvements, Impact Fee Funds, Assessment District Funds, Grants Funds, Debt Service Fund, and all other funds that may need such adjustments.

3. That the Housing Commissioners adopt a resolution approving the Housing Authority's Fiscal Year 2017-18 Operating and Capital Budget.

BACKGROUND

On June 5th and 7th, 2017, the City Council held two budget work sessions. Departments presented accomplishments, goals and an overview of the services funded in the budget. The Council also published notice and held a public hearing on June 13, 2017 to solicit public commentary on the budget.

The total recommended FY 2017-18 Budget is \$413,935,473, of which the General Fund is \$125,179,875, Half Cent Sales Tax is \$12,985,871, Enterprise Funds are \$166,784,544, Special Revenue/Other Funds (including internal service funds, grants, LMDs and MADs, and other funds) are \$81,143,140, and the Housing Authority is \$27,842,043.

The resolutions recommended for approval by the City Council are as follows:

1. Resolution Of The City Council Of The City Of Oxnard Approving The City Operating Budget For The Fiscal Year 2017-2018 (Attachment A).

The proposed budget resolution for Fiscal Year 2017-18 includes appropriations recommended for approval by Council in the amount of \$386,093,430 by funding source. Please note that two sections have been added to the budget approval resolution. They are:

(Section 9) The City Manager or designee is authorized to approve any appropriation transfers between departments within a fund. The Department Director is authorized to transfer appropriations between programs, as long as funding is available in the department as a whole (see Financial Policy-Section I.D. 3. and 4.)

(Section 10) Adoption of this resolution provides the Council's authority to expend any and all funds appropriated for purposes as determined in the budget.

2. A Resolution Of The City Council Of The City Of Oxnard Establishing An Appropriation Limit For The Fiscal Year 2017-2018 (Attachment B).

Government Code Sections 7901 through 7914 require each local jurisdiction to establish the maximum proceeds from taxes that can be appropriated in the budget that year. Based upon the population growth formula and the change in per capita income in California, specified by the Code, the appropriation limit for Oxnard for FY 2017-18 is \$332,814,708. The City will be substantially below this limit next year: the actual proceeds of taxes subject to this limit for

Adoption of Fiscal Year 2017-18 Operating Budget and CIP (10/20/10)

June 20, 2017

Page 3

Oxnard total \$124,891,590.

3. A Resolution Of The City Council Of The City Of Oxnard Authorizing Full-Time Equivalent Positions In Accordance With The Operating Budget For The 2017-2018 Fiscal Year (Attachment C).

The Authorized Position Resolution establishes the number of positions (full-time equivalents) authorized by Council in each department.

4. A Resolution Of The City Council Of The City Of Oxnard Authorizing Classification and Salary Schedules Resolutions And Approving The Attached Classification And Salary Schedule (Attachment D).

The City Classification and Salary Schedule establishes the type and kind of city employment classifications and the appropriate salary range for each position.

5. A Resolution Of The City Council Of The City Of Oxnard Establishing Financial Management Policies (Attachment F).

This resolution outlines major policies affecting city budgets and finances. They serve as a policy guide in the development and implementation of the city budget.

6. A Resolution Of The Housing Authority Of The City Of Oxnard Approving The Housing Authority's Operating Budget For Fiscal Year 2017-2018 (Attachment E).

The proposed Housing Authority budget resolution for Fiscal Year 2017-18 in the amount of \$27,842,043 includes appropriations recommended for approval by the Board of Commissioners of the Housing Authority.

Several changes are proposed to the Financial Management Policies. A red-lined copy of the original document showing the changes is enclosed to help the Council and the public track the proposed amendments to the resolution. A complete review of the city's financial policies will occur next year. The plan is to present the review to the City Council Fiscal Policy Task Force with recommended changes, if any.

The recommended budget does not include the budget for the Successor Agency to the Community Development Commission, as those amounts are approved by the California Department of Finance (DOF) in the annual amount Recognized Obligation Payment Schedules (ROPS). The ROPS 17/18 for the period of July 2017 to June 2018 has been approved by the DOF.

FINANCIAL IMPACT

Adoption of Fiscal Year 2017-18 Operating Budget and CIP (10/20/10)

June 20, 2017

Page 4

Approval of the recommendation and resolutions will continue to provide quality services to the community while addressing structural deficits and maintaining financial sustainability for the City.

ATTACHMENTS:

City Operating Budget 17-18 - FINAL 6-14-17

Resolution Establishing Appropriation Limit FY17-18_FINAL_6.14.17

Resolution Authorizing Full-Time Equivalent Positions

Salary and Classification Schedule FINAL.6.14.17

Resolution Approving Housing Authority Budget FY17-18_FINAL_6.14.17

Resolution Establishing Financial Management Policies FY17-18-FINAL 6-14-17

Resolution Establishing Financial Management Policies FY17-18-Redline

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE CITY OPERATING BUDGET FOR THE FISCAL YEAR 2017-2018

WHEREAS, the City Manager submitted for the consideration of the City Council a proposed City Operating Budget for fiscal year 2017-2018 including therein a budget for Community Development Block Grant Funds through June 30, 2018; and

WHEREAS, in accordance with City Code, Section 2-179, a public hearing on these budgets was duly scheduled, advertised and held, and there was an opportunity for all persons to be heard and for their suggestions or objections to be carefully considered.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD HEREBY RESOLVES AS FOLLOWS:

1. The City Council has reviewed the proposed Operating Budget and the funds included therein for the period of July 1, 2017 through June 30, 2018 and hereby finds that such budgets, as revised, are sound plans for the financing during fiscal year 2017-2018 of required City operations, services, and capital improvements. Such budgets are hereby adopted as follows:

Funds	2017-18 Adopted Budget
101-GENERAL FUND	125,179,875
103-GENERAL FUND-OPD TRAINING	102,083
104-HALF CENT SALES TAX	12,985,871
105-STREET MAINTENANCE	221,504
114-STORM WATER MANAGEMENT	1,287,385
641-PERFORMING ARTS CNTR FUND	2,072,128
651-GOLF COURSE OPERATING	895,178
<u>Landscape & Community Facility Maintenance Districts</u>	
121-WATERWAYS ASSESSMENT DIST	471,741
124-LMD #3-RIVER RIDGE	84,910
125-LMD #4-BEACH MAIN COL/HOT	51,484
126-LMD #9-STRAWBERRY FIELDS	12,837
128-LMD #10-COUNTRY CLUB	24,240
129-LMD #11-ST. TROPAZ	7,884
131-LMD #12-STANDARD PACIFIC	22,544
132-LMD #14-CALIFORNIA COVE	38,457
133-LMD #16-LIGHTHOUSE	23,823
134-LMD #13-FD562-LE VILLAGE	19,611
135-LMD #15-PELICAN POINTE	9,340
143-LMD #23- GREYSTONE	6,691

Resolution No.

Page 2

144-LMD #24- VINEYARDS	20,657
145-LMD #25-THE POINTE	24,053
147-LMD #27- ROSE ISLAND	25,345
148-LMD #28- HARBORSIDE	50,505
151-LMD #30- HAAS AUTOMATION	38,566
152-LMD #31-RANCHO DE LA ROSA	98,032
153-LMD #32-OAK PARK	18,828
154-LMD #33-RIO DEL SOL	38,519
156-LMD. #34-SUNRISE POINTE	95,327
157-LMD #36-VILLA SANTA CRUZ	177,601
158-LMD #37-PACIFIC BREEZE	13,917
159-LMD #38-ALDEA DEL MAR	158,585
160-LMD #39-EL SUENO/PROMESA	194,922
161-LMD #39-D.R. HORTON	68,824
162-LMD #40-CANTADA	38,439
163-LMD #41-PACIFIC COVE	61,419
164-LMD #42-CANTABRIA/CORONAD	241,036
165-LMD #43-GREENBELT(PARCRO)	88,405
170-L/M DIST.-COMBINING FUNDS	741,860
172-LMD ADMINISTRATION	962,021
173-CFD #4-SEABRIDGE MAINT	1,687,021
174-CFD #5-RIVERPARK MAINT	5,495,090
175-CFD #2-WESTPORT MAINT	840,827
176-CFD #6-NORTHSHORE MAINT	73,774
Landscape & Community Facility Maintenance Districts	12,027,135

Special Revenue Funds

118-AIR POLLUTION BUYDOWN FEE	8,465
119-PUBLIC SAFETY RETIREMENT	13,891,720
181-STATE GAS TAX	7,159,287
182-TRAFFIC SAFETY FUND	453,741
213-TDA/LTF4-TRANS.FND-99400c	613,053
214-TDA/LTF3-BI/PED FND-99234	835
217-STATE TERM GRANTS FUND	38,584
219-STATE/LOCAL-MY GRANTS	120,000
238-HOMELAND SECURITY GRANT	360,887
243-EMERGENCY SHELTER GRANT	216,508
263-RSVP	91,902
272-21ST CENTURY CLCP-ASESP	3,147,292
285-CDBG ENTITLEMENT	2,031,034
295-HUD HOME	636,249
314-2014 LEASE REVENUE BOND	801
351-PARK FEES-QUIMBY RESERVE	9,668
352-PARK ACQ & DEVELOP FEES	677
353-STORM DRAIN FACILITY FEE	16,507

Resolution No.

Page 3

354-CIRCULATION SYS.IMPR.FEES	473,724
355-CAPITAL GROWTH FEES-RESID	415,783
356-CAP GROWTH FEES-NONRESID	132,276
370-CUPA OPERATING FUND	814,150
481-CITY-DOWNTOWN IMPROVEMENT	162,458
547-ART IN PUBLIC PLACE TRUST	20,000
Special Revenue Funds	30,815,601

Assessment Districts Funds

508-ROSE/101 ASSESS DIST 96-1	4,029
513-ASSESSMENT DIST. 2000-1	180,887
514-RICE/101 INTER.ASSES.DIST	955,573
520-CFD #3-SEABRIDGE/MANDALAY	1,827,785
537-COMM.FAC.DIST. 2000-3	587,186
538-CFD #1-WESTPORT	672,999
Assessment Districts Funds	4,228,459

Enterprise Funds

Water Funds	58,871,273
WasteWater Funds	62,024,032
Environmental Resources Funds	45,889,239
Total Enterprise Funds	166,784,544

Internal Service Funds

701-PUBL LIAB & PROP DAMAGE	2,988,144
702-WORKERS COMPENSATION FUND	5,576,787
725-CUSTOMER BILLING OPR FUND	1,318,715
731-INFORMATION TECHNOLOGY	5,334,513
735-FACILITIES MAINTENANCE	3,895,699
741-FLEET SERVICES FUND	10,379,809
Total Internal Service Funds	29,493,667

Total All Funds	386,093,430
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Less: Internal Service Funds	<u>(29,493,667)</u>
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Net Adjusted Appropriations	356,599,763
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2. To the extent funds are available, any unused appropriations at the end of fiscal year 2016-2017 in active Capital Improvement Projects are hereby re-appropriated for continued use in fiscal year 2017-2018.

3. The Council authorizes the City Manager to transfer and make adjustment of interfund transfers following the end of the fiscal year to eliminate cash deficits in funds when necessary including: Utilities Funds, Capital Improvements, Impact Fee Funds, Assessment District Funds, Grants Funds, Debt Service Fund, and all other funds that may need such adjustments.

Resolution No.

Page 4

4. Multi-year capital project or programs funded by Measure O Half-Cent Sales Tax are included in the budget and are hereby re-appropriated to FY17-18. In FY14-15, the Measure O Fund provided a liquidity loan of \$16,000,000 to the General Fund to assure General Fund solvency. The loan is repaid in annual installments of \$1,875,688 over a period of ten years at 3% interest.
5. Any remaining balances in approved grant programs and improvement assessment district projects at the end of fiscal year 2016-2017, except for balances reallocated as part of the budget process, are hereby re-appropriated for continuing use in fiscal year 2017-2018 and all estimated revenues from such approved grants and assessment districts projects for 2016-2017 that are not realized by year end are authorized to be continued.
6. To the extent funds are available, all General Fund encumbrances whereby contracts remained active at the close of fiscal year 2016-2017 are carried forward and corresponding appropriations if available are also carried forward with the approval of the Chief Financial Officer.
7. All General Fund revenues in excess of expenditures and encumbrances at the close of fiscal year 2016-2017, not otherwise provided for in City Council budget policies or re-appropriated above, are hereby appropriated to the General Fund Operating Reserve on June 30, 2017.
8. Staff is directed to ensure that the final adopted budget documents containing the Operating Budget and the Capital Improvement Budget for fiscal year 2017-2018 shall contain all revisions made by the City Council prior to final budget adoption.
9. The City Manager or designee is authorized to approve any appropriation transfers between departments within a fund. The Department Director is authorized to transfer appropriations between programs, as long as funding is available in the department as a whole (see Financial Policy-Section I.D. 3. and 4.)
10. Adoption of this resolution provides the Council's authority to expend any and all funds appropriated for purposes as determined in the budget.

Resolution No.

P a g e 5

PASSED AND ADOPTED on this

day of June, 2017, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ESTABLISHING AN APPROPRIATION LIMIT FOR THE FISCAL YEAR 2017-2018

WHEREAS, Government Code section 7900 provides for the implementation of Article XIII B of the California Constitution; and

WHEREAS, Government Code sections 7901 through 7914 provide that each year the City Council shall, by resolution, establish its proceeds of taxes appropriation limit at a regularly scheduled meeting; and

WHEREAS, all documentation used in the determination of the proceeds of taxes appropriation limit has been and will continue to be available to the public from the Chief Financial Officer of the City of Oxnard as required by law; and

WHEREAS, the proceeds of taxes appropriation limit for the fiscal year 2017-2018 is calculated by adjusting the prior fiscal year, 2016-2017; and

WHEREAS, the adjustment factors are:

1. change in the population of the County = 0.41%
2. change in the population of the City = 0.49%
3. change in the per capita income in California = 3.69%; and

WHEREAS, the formula provides that the City can use the greater of either factors 1 or 2, plus factor 3; and

WHEREAS, the City's fiscal year 2017-2018 appropriation limit for proceeds of taxes is determined to be \$332,814,708 using factors 2 and 3.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD resolves as follows: The proceeds of taxes appropriation limit for the fiscal year 2017-2018 is established as \$332,814,708 and the "proceeds of taxes" revenue subject to this limitation is \$124,891,590, an amount well below the established limit. Documentation used in the determination of the proceeds of taxes appropriation limit is available to the public at the City of Oxnard Finance Department, 300 West Third Street, Oxnard, CA 93030.

Resolution No.

P a g e 2

PASSED AND ADOPTED on this 20th day of June, 2017, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING
FULL-TIME EQUIVALENT POSITIONS IN THE CITY SERVICE EFFECTIVE JULY 1,
2017 IN ACCORDANCE WITH THE OPERATING BUDGET FOR THE 2017-2018 FISCAL
YEAR

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the
attachment to this Resolution listed as Exhibit "A" contains all full time equivalent positions
hereby authorized as provided for in the operating budget for fiscal year 2017-2018.

PASSED AND ADOPTED this 20th day of June, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

<u>Department</u>	<u>Title</u>	<u>Adopted 16/17</u>	<u>Proposed Changes</u>	<u>Proposed 17/18</u>
CITY ATTORNEY	ASSISTANT CITY ATTORNEY	1		1
	ASSISTANT CITY ATTORNEY	1		1
	ASSISTANT CITY ATTORNEY	1		1
	CITY ATTORNEY	1		1
	DEPUTY CITY ATTORNEY I	1		1
	LAW OFFICE MANAGER	1		1
	PARALEGAL	1		1
CITY ATTORNEY DEPT TOTAL		7		7
CITY CLERK	ASSISTANT CITY CLERK	1		1
	CITY CLERK	1		1
	OFFICE ASSISTANT II	1		1
CITY CLERK DEPT TOTAL		3		3
CITY COUNCIL	CITY COUNCILMEMBER	5		5
CITY COUNCIL TOTAL		5		5
CITY MANAGER	ADMINISTRATIVE ASSISTANT (C)	2		2
	ASSISTANT CITY MANAGER	2		2
	CITY MANAGER	1		1
	DOWNTOWN REVITALIZATION MGR	1		1
	EXECUTIVE ASSISTANT I	1		1
	MANAGEMENT ANALYST III	1		1
	PUBLIC REL & COMM AFFAIRS MGR	1		1
CITY MANAGER DEPT TOTAL		9		9
HUMAN SERVICES	ADMINISTRATIVE SECRETARY II	1		1
	COMMUNITY OUTREACH & PROD SPST	1		1
	GRAPHIC DESIGNER	0	1	1
	PUBLIC INFORMATION ASSISTANT	0	2	2
	VIDEO TECHNICIAN	0	1	1
HUMAN SERVICES TOTAL		2	4	6
NEIGHBORHOOD SERVICES	ADMINISTRATIVE SECRETARY II	1		1
NEIGHBORHOOD SERVICES TOTAL		1		1
CITY MANAGER DEPT TOTAL		12	4	16
CITY TREASURER	ACCOUNT CLERK I	1	1	2
	ACCOUNT CLERK II	1		1
	ACCOUNT CLERK III	1		1
	ADMINISTRATIVE ASSISTANT	1		1
	ASST CITY TREAS/REV ACCTG MGR	1		1
	CITY TREASURER	1		1
	CODE COMPLIANCE INSPECTOR I	1		1
	CUSTOMER SERVICE ACCT TECH	2		2
	CUSTOMER SERVICE REP I	4	2	6
	CUSTOMER SERVICE REP II	1		1
	REVENUE COLLECTION TECHNICIAN	1		1
	SR. CUSTOMER SERVICE REP	1		1
	TREASURY SUPERVISOR	1		1
CITY TREASURER DEPT TOTAL		17	3	20
CULTURAL & COMMUNITY SERVICES				
LIBRARY	ADMINISTRATIVE ASSISTANT	1		1
	CITY LIBRARIAN	1		1

<u>Department</u>	<u>Title</u>	<u>Adopted 16/17</u>	<u>Proposed Changes</u>	<u>Proposed 17/18</u>
	CULTURAL & COMMUNITY SVCS DIR	1		0.5
	LIBRARIAN I	6.5		6.5
	LIBRARIAN II	2		2
	LIBRARIAN III	1	2	3
	LIBRARY AIDE I	3.5	1	4.5
	LIBRARY AIDE II	6.5		6.5
	LIBRARY AIDE III	2	-2	0
	LIBRARY CIRCULATION SUPERVISOR	1		1
	LIBRARY MONITOR	0	1	1
	LITERACY COORDINATOR	1		1
	OFFICE ASSISTANT II	1		1
LIBRARY SERVICES TOTAL		27.5	2	29
OTHER COMMUNITY SERVICES	ADMINISTRATIVE SECRETARY II	1		1
	CULTURAL ARTS SUPERVISOR	1		1
	EVENT ATTENDANT III	1.5		1.5
OTHER COMMUNITY SERVICES TOTAL		3.5	0	3.5
PACC	ADMINISTRATIVE SECRETARY III	1		1
	CULTURAL & COMMUNITY SVCS DIR	0		0.25
	EVENT ATTENDANT III	2.5		2.5
	EVENT COORDINATOR	1		1
	PERFORMING ARTS CENTER MANAGER	1		1
PACC TOTAL		5.5	0	5.75
RECREATION SERVICES	ADMINISTRATIVE ASSISTANT	0	1	1
	ADMINISTRATIVE SECRETARY II	1		1
	ADMINISTRATIVE SECRETARY III	1		1
	ADMINISTRATIVE TECHNICIAN	1		1
	COMMUNITY SERVICES MANAGER	1		1
	CULTURAL & COMMUNITY SVCS DIR	0		0.25
	MANAGEMENT ANALYST I	0	1	1
	OFFICE ASSISTANT II	1	1	2
	RECREATION SUPERVISOR	2		2
	RECREATION/HUMAN SERV COORD	7		7
	RECREATION/HUMAN SERV COORD (LIMITED TERM: 6/30/18)	0	8	8
	RECREATION/HUMAN SERV LEADER I	0		0
	RECREATION/HUMAN SERV LEADER I (LIMITED TERM: 6/30/18)	0	1	1
	RECREATION/HUMAN SERV LEADER II	0		0
	RECREATION/HUMAN SERV LEADER II (LIMITED TERM: 6/30/18)	0	6	6
	RECREATION/HUMAN SERV LEADER III	4.75		4.75
	RECREATION/HUMAN SERV LEADER III (LIMITED TERM: 6/30/18)	0	20	20
RECREATION SERVICES TOTAL		18.75	38	57
CULTURAL & COMMUNITY SVCS TOTAL		55.25	40	95.25
DEVELOPMENT SERVICES	ADMINISTRATIVE SECRETARY I	1		1
	ADMINISTRATIVE SECRETARY III	2		2
	ASSISTANT TRAFFIC ENGINEER	1		1
	BUILDING INSPECTOR II	4	1	5
	CIVIL ENGINEER	1		1
	CODE COMPLIANCE INSPECTOR I	3		3

<u>Department</u>	<u>Title</u>	<u>Adopted 16/17</u>	<u>Proposed Changes</u>	<u>Proposed 17/18</u>
	CODE COMPLIANCE INSPECTOR II	4		4
	CODE COMPLIANCE MANAGER	1		1
	CONSTRUCTION INSPECTOR II	2	1	3
	DATA ENTRY OPERATOR II	1		1
	DEPUTY BUILDING OFFICIAL	2		2
	ELECTRICAL INSPECTOR	1		1
	JUNIOR CIVIL ENGINEER	3	-2	1
	OFFICE ASSISTANT I	0	1	1
	OFFICE ASSISTANT II	3		3
	PERMIT COORDINATOR	1		1
	PERMIT TECHNICIAN	2		2
	PLAN CHECK ENGINEER	0	2	2
	PLANS EXAMINER II	1		1
	SR. CODE COMPLIANCE INSPECTOR	1		1
	SR. CONSTRUCTION INSPECTOR	1		1
	SUPERVISING BUILDING INSPECTOR	1		1
	SUPERVISING CIVIL ENGINEER	1		1
DEVELOPMENT SERVICES TOTAL		37	3	40
DEVELOPMENT SUPPORT	ADMINISTRATIVE TECHNICIAN	1		1
	DEVELOPMENT SERVICES DIRECTOR	1		1
	MANAGEMENT ANALYST III	1		1
DEVELOPMENT SUPPORT TOTAL		3		3
LAND USE PLAN & ENV PROTC	ADMINISTRATIVE SECRETARY III	1		1
	ASSISTANT PLANNER	2		2
	ASSOCIATE PLANNER	2	1	3
	DRAFT/GRAPH TECHNICIAN II	1		1
	PLAN & ENV SRVCS MANAGER	1		1
	PRINCIPAL PLANNER	2		2
LAND USE PLAN & ENV PROTC TOTAL		9	1	10
DEVELOPMENT SERVICES TOTAL		49	4	53
ECONOMIC DEVELOPMENT	ADMINISTRATIVE ASSISTANT	1		1
	ADMINISTRATIVE SECRETARY III	1		1
	ECONOMIC DEVELOPMENT DIRECTOR	1		1
	PROJECT MANAGER	1		1
ECONOMIC DEVELOPMENT TOTAL		4	0	4
FINANCE DEPARTMENT	ACCOUNT CLERK II	1	2	3
	ACCOUNT CLERK III	2		2
	ACCOUNTANT I	3		3
	ACCOUNTANT II	1		1
	ACCOUNTANT II (C)	1		1
	ACCOUNTING TECHNICIAN	2	1	3
	ACCOUNTING TECHNICIAN (C)	1		1
	ADMINISTRATIVE TECHNICIAN	1		1
	ASSISTANT CHIEF FIN OFFICER	2	-1	1
	BUDGET MANAGER	1		1
	BUYER	2	1	3
	CHIEF FINANCIAL OFFICER	1		1
	CONTROLLER	1		1
	FINANCIAL ANALYST I	4		4
	FINANCIAL ANALYST II	2		2
	FINANCIAL ANALYST III	1		1

<u>Department</u>	<u>Title</u>	<u>Adopted 16/17</u>	<u>Proposed Changes</u>	<u>Proposed 17/18</u>
	LANDSCAPE INSPECTOR I	0		0
	LANDSCAPE INSPECTOR II	0	2	2
	MAIL CLERK	2		2
	MAINTENANCE DISTRICT ADMIN	1		1
	MANAGEMENT ACCOUNTANT/AUDITOR	1		1
	MANAGEMENT ANALYST I	0	2	2
	MANAGEMENT ANALYST III	1		1
	PARK MAINTENANCE SUPERVISOR	0	1	1
	PROJECT MANAGER	0	2	2
	PURCHASING MANAGER	0	1	1
	SR. ADMINISTRATIVE SECRETARY (Underfill as Administrative Secretary III)	1		1
	SR. GROUNDWORKER	0	2	2
	UTILITIES FINANCE OFFICER	1		1
FINANCE DEPARTMENT TOTAL		33	13	46
FIRE DEPARTMENT				
	ADMINISTRATIVE ASSISTANT (C)	1		1
	ADMINISTRATIVE SECRETARY II	2		2
	ASSISTANT FIRE CHIEF	1		1
	BATTALION CHIEF	5		5
	CUPA MANAGER	1		1
	EMS COORDINATOR	1		1
	EMERGENCY SERVICES MANAGER	1		1
	FIRE CAPTAIN	32		32
	FIRE CHIEF	1		1
	FIRE ENGINEER	30		30
	FIRE ENVIRONMENTAL SPEC I	1		1
	FIRE ENVIRONMENTAL SPEC II	2		2
	FIRE INSPECTOR	4		4
	FIREFIGHTER	44		44
	FIREFIGHTER LIMITED TERM	26		26
	GRANTS SPECIALIST II	1		1
	PLANS EXAMINER II	1		1
FIRE DEPARTMENT TOTAL		154		154
HOUSING				
HOUSING AUTHORITY				
	ACCOUNT CLERK I	1	-1	0
	ACCOUNT CLERK II	1		1
	ACCOUNT CLERK III	2		2
	ACCOUNTANT I	2		2
	ADMINISTRATIVE SECRETARY III	1		1
	COMPUTER NETWORK ENGINEER III	1		1
	CUSTODIAN	0	2	2
	DEPUTY HOUSING DIRECTOR	1	-1	0
	FAC MAINT WORKER I	2	-1	1
	FAC MAINT WORKER II	6	-3	3
	GROUNDWORKER I	1		1
	GROUNDWORKER II	2	1	3
	HOUSING CONTRACT ADMIN	1		1
	HOUSING DIRECTOR	1		1
	HOUSING ENGINEER	1		1
	HOUSING FINANCIAL OFFICER	1		1
	HOUSING INSPECTOR	1		1
	HOUSING MAINT SUPERINTENDENT	1	-1	0
	HOUSING MAINT SUPERVISOR	3	-2	1
	HOUSING MODERNIZATION SUPT	1	-1	0

<u>Department</u>	<u>Title</u>	<u>Adopted 16/17</u>	<u>Proposed</u>	<u>Proposed 17/18</u>
			<u>Changes</u>	
	HOUSING PROGRAM SUPERVISOR	4	-2	2
	HOUSING PROGRAMS MANAGER	1		1
	HOUSING SPECIALIST I	5		5
	HOUSING SPECIALIST II	8		8
	MAINTENANCE WORKER HOUSING	0	4	4
	MANAGEMENT ANALYST II	1		1
	MANAGEMENT ANALYST III	2	-2	0
	OFFICE ASSISTANT I	5	-2	3
	OFFICE ASSISTANT II	5	3	8
	REHAB CONSTRUCT SPECIALIST I	1	-1	0
	REHAB CONSTRUCT SPECIALIST II	0		0
	REHAB LOAN ASSISTANT	1	-1	0
	RESIDENT SERVICES ASSISTANT	1	-1	0
	RESIDENT SERVICES COORDINATOR	1		1
	SR. GROUNDWORKER	1	-1	0
	SR. HOUSING MAINTENANCE WORKER	2		2
	SR. HOUSING SPECIALIST	4		4
HOUSING AUTHORITY TOTAL		72	-10	62
HOUSING SERVICES	ACCOUNTING MANAGER	1		1
	ADMINISTRATIVE TECHNICIAN	1		1
	COMPLIANCE SERVICES MANAGER	1		1
	GRANTS COORDINATOR	1		1
	GRANTS SPECIALIST I	1		1
	HOMELESS ASSISTANCE PGM COORD	1		1
	HOUSING REHAB PROGRAM MANAGER	1	-1	0
	REHAB LOAN SPECIALIST	2		2
HOUSING SERVICES TOTAL		9	-1	8
HOUSING DEPARTMENT TOTAL		81	-11	70
HUMAN RESOURCES DEPARTMENT	ADMINISTRATIVE ASSISTANT (C)	1	1	2
	ADMINISTRATIVE SECRETARY II (C)	1	-1	0
	ASSISTANT HR DIRECTOR	1		1
	HUMAN RESOURCES ANALYST	0	3	3
	HUMAN RESOURCES DIRECTOR	1		1
	HUMAN RESOURCES MANAGER	1		1
	HUMAN RESOURCES TECHNICIAN	3	2	5
	PRINCIPAL HR ANALYST	1		1
	SR. BENEFITS COORDINATOR	1	-1	0
	SR. HUMAN RESOURCES ANALYST	0	2	2
	SR. HUMAN RESOURCES COORDINATOR	5	-4	1
	WORKERS' COMP SPECIALIST (C)	1	-1	0
	WORKERS' COMPENSATION MANAGER	1	-1	0
HUMAN RESOURCES DEPARTMENT TOTAL		17	0	17
INFORMATION SVS OPERATION	COMPUTER NETWORK ENG I	1		1
	COMPUTER NETWORK ENGINEER II	6		6
	COMPUTER NETWORK ENGINEER III	7		7
	COMPUTER OPERATOR	1		1
	GEOGRAPH INFO SYSTEMS TECH III	1		1
	GEOGRAPHIC INFO SYSTEMS COORD	1		1
	INFO. TECHNOLOGY DIRECTOR	1		1
	PROGRAMMER ANALYST	4		4
	SYSTEMS ADMINISTRATOR	4		4
	SYSTEMS ANALYST II	1		1
	SYSTEMS ANALYST III	1		1

<u>Department</u>	<u>Title</u>	<u>Adopted 16/17</u>	<u>Proposed Changes</u>	<u>Proposed 17/18</u>
INFORMATION SVS OPERATION TOTAL		28	0	28
POLICE DEPARTMENT				
	ACCOUNT CLERK III	2		2
	ADMINISTRATIVE ASSISTANT (C)	1		1
	ADMINISTRATIVE SECRETARY II	1		1
	ADMINISTRATIVE SVC'S ASSISTANT	2		2
	ANIMAL SAFETY OFFICER	2		2
	ASSISTANT POLICE CHIEF	2		2
	COMMUNITY AFFAIRS MANAGER	1		1
	COMMUNITY SERVICE OFFICER	12		12
	CRIME ANALYSIS DATA TECHNICIAN	2		2
	CRIME ANALYST I	1		1
	CRIME ANALYST II	1		1
	CROSSING GUARD	6		6
	EVIDENCE TECHNICIAN I	2		2
	EVIDENCE TECHNICIAN II	1		1
	MISSING PERSONS SPECIALIST	1		1
	OFFICE ASSISTANT II	1		1
	POLICE CHIEF	1		1
	POLICE COMMANDER	8		8
	POLICE FINANCE/GRANTS MANAGER	1		1
	POLICE OFFICER I	71		71
	POLICE OFFICER II	106	1	107
	POLICE OFFICER III	31		31
	POLICE RECORDS MANAGER	1		1
	POLICE RECORDS SUPERVISOR	1		1
	POLICE RECORDS TECHNICIAN I	8.75		8.75
	POLICE RECORDS TECHNICIAN II	4		4
	POLICE RECORDS TECHNICIAN III	2		2
	POLICE SERGEANT	32		32
	POLICE SERVICE OFFICER	8		8
	POLICE WORD PROCESSOR II	7.5		7.5
	POLICE WORD PROCESSOR III	1		1
	PROPERTY & EVIDENCE CUSTODIAN	1		1
	PROPERTY & EVIDENCE TECH II	5		5
	PUBLIC SAFETY COMM MANAGER	1		1
	PUBLIC SAFETY DISPATCHER I	7		7
	PUBLIC SAFETY DISPATCHER II	12		12
	PUBLIC SAFETY DISPATCHER III	5		5
	SEX REGISTRANT SPECIALIST	1		1
	SR. ANIMAL SAFETY OFFICER	1		1
	SR. POLICE SERVICE OFFICER	1		1
	SR. TRAFFIC SERVICE ASST	2		2
	TRAFFIC SERVICE ASST I	9		9
	TRAFFIC SERVICE ASST II	6		6
	VICTIM SERVICES SPECIALIST	1		1
POLICE DEPARTMENT TOTAL		373.25	1	374.25
PUBLIC WORKS				
ENGINEERING SERVICES				
	JUNIOR CIVIL ENGINEER	1	-1	0
	PROJECT MANAGER	1	-1	0
	SR. CIVIL ENGINEER	1	-1	0
ENGINEERING SERVICES TOTAL		3	-3	0
ENVIRONMENTAL RESOURCE				
	ACCOUNT CLERK III	0	3	3
	ACCOUNTING TECHNICIAN	1		1

<u>Department</u>	<u>Title</u>	<u>Adopted 16/17</u>	<u>Proposed Changes</u>	<u>Proposed 17/18</u>
	ADMINISTRATIVE ASSISTANT	1		1
	ADMINISTRATIVE SECRETARY III	1		1
	CONTAINER SERVICE WORKER	2		2
	CUSTOMER SERVICE REP I	3	2	5
	CUSTOMER SERVICE REP II	7		7
	ENVIROMENTAL RESOURCES SUPV	4	1	5
	ENVIRON RESOURCES/MRF MANAGER	1		1
	EQUIPMENT OPERATOR	6	6	12
	INSTRUMENTATION TECHNICIAN	0	1	1
	MAINTENANCE WORKER TRAINEE	5	13	18
	MAINTENANCE WORKER TRAINEE (LIMITED TERM)	0	4	4
	MANAGEMENT ANALYST III	1		1
	MRF DISPATCHER	1	2	3
	MRF MANAGER	1	1	2
	MRF MACHINERY OPERATOR	3		3
	MRF MECHANIC	3		3
	OFFICE ASSISTANT I	1		1
	OUTREACH/EDUCATION SPECIALIST	1		1
	PROJECT MANAGER	0	1	1
	RECYCLING MANAGER	1		1
	RECYCLING MARKETING MANAGER	1		1
	SOLID WASTE COMPLIANCE SPEC	4	-4	0
	SOLID WASTE EQUIP OPER II	52	-3	49
	SOLID WASTE TRANS OPERATOR	13	1	14
	SORTER	6	10	16
	SORTER (LIMITED TERM)	0	10	10
	SR. WASTEWATER COLLECTION OPERATOR	0	5	5
	SR. WASTEWATER MECHANIC	0	1	1
	TREATMENT PLANT ELECTRICIAN	0	1	1
	WASTEWATER MECHANIC II	0	1	1
ENVIRONMENTAL RESOURCE TOTAL		119	56	175
FACILITIES MAINTENANCE SERVICES				
	CONSTRUCTION PROJECT MANAGER	1		1
	CUSTODIAL SUPERVISOR	1		1
	CUSTODIAN	11		11
	FAC MAINT WORKER II	4		4
	FACILITIES MAINTENANCE SPVR	1		1
	HVAC TECHNICIAN	3		3
	MAINTENANCE CARPENTER	2		2
	MAINTENANCE ELECTRICIAN	1		1
	MAINTENANCE PLUMBER	1		1
	OFFICE ASSISTANT II	0	1	1
	SR. FACILITIES MAINT WORKER	2		2
FACILITIES MAINTENANCE SERVICES TOTAL		27	1	28
FLEET SERVICES OPERATION				
	ADMINISTRATIVE ASSISTANT	1	-1	0
	ADMINISTRATIVE TECHNICIAN	0	1	1
	CUSTOMER SERVICE REP I	1		1
	FLEET SERVICES MAINT WORKER	1		1
	FLEET SERVICES MANAGER	1		1
	FLEET SERVICES MECHANIC I	9		9
	FLEET SERVICES MECHANIC II	9		9
	FLEET SERVICES MECHANIC SPVR	2		2
	SR. FLEET SERVICES MECHANIC	6		6

<u>Department</u>	<u>Title</u>	<u>Adopted 16/17</u>	<u>Proposed Changes</u>	<u>Proposed 17/18</u>
	TIRE REPAIRER	1		1
FLEET SERVICES OPERATION TOTAL		31	0	31
MAINTENANCE SERVICES	ADMINISTRATIVE ASSISTANT	0	1	1
	ADMINISTRATIVE SECRETARY I	1		1
	ADMINISTRATIVE SECRETARY III	1		1
	ADMINISTRATIVE TECHNICIAN	1	-1	0
	CONSTRUCTION PROJ COORDINATOR	0	1	1
	EQUIPMENT OPERATOR	5		5
	GRAFFITI ACTION COORDINATOR	1		1
	GROUNDWORKER I	0	39	39
	GROUNDWORKER II	11		11
	MAINTENANCE PLUMBER	1		1
	MAINTENANCE SERVICES MANAGER	1		1
	MANAGEMENT ANALYST III	1	-1	0
	OFFICE ASSISTANT I	0	1	1
	OFFICE ASSISTANT II	2	0	2
	PARKS MAINTENANCE SUPERVISOR	4	-1	3
	PARKS MANAGER	1		1
	PROJECT MANAGER	1		1
	SR. FACILITIES MAINTENANCE WORKER	1		1
	SR. GROUNDWORKER	5	-2	3
	SR. STREET MAINT WORKER	4		4
	SR. TREE TRIMMER	1		1
	STREET MAINT WKR I	0	1	1
	STREET MAINT WKR II	3		3
	STREETS MANAGER	1		1
	TRAFFIC SAFETY MAINT WKR	2		2
	TREE TRIMMER I	0	1	1
MAINTENANCE SERVICES TOTAL		48	39	87
PUBLIC WORKS ADMINISTRATION	ACCOUNT CLERK II	0	1	1
	ADMINISTRATIVE LEGAL ASSISTANT (C)	1		1
	ADMINISTRATIVE TECHNICIAN	0	1	1
	DEPUTY DIRECTOR-PUBLIC WORKS	1		1
	GRANTS SPECIALIST I	0	1	1
	MANAGEMENT ANALYST II	1		1
	MANAGEMENT ANALYST III	0	1	1
	OUTREACH/EDUCATION SPECIALIST	1		1
	PUBLIC WORKS DIRECTOR	1		1
	WATER CONSERV/OUTREACH TECH	1	-1	0
PUBLIC WORKS ADMINISTRATION TOTAL		6	3	9
ENGINEERING & MAINTENANCE SERVICES	ASSISTANT CIVIL ENGINEER	0	1	1
	ASSOCIATE TRAFFIC DESIGN ENG	1		1
	ENGINEERING TECHNICIAN II	1		1
	CONSTRUCTION & MAINT ENGINEER	1		1
	CONSTRUCTION INSPECTOR I	1		1
	CONSTRUCTION INSPECTOR II	2		2
	CONSTRUCTION PROJ COORDINATOR	0	1	1
	ENGINEER	1		1
	JUNIOR CIVIL ENGINEER	0	1	1
	PW CONSTRUCTION PROJECTS MGR	3	-2	1
	TRAFFIC SIGNAL REPAIRER I	1		1
	TRAFFIC SIGNAL REPAIRER II	1		1
	TRAFFIC SIGNAL TECHNICIAN	1		1

<u>Department</u>	<u>Title</u>	<u>Adopted 16/17</u>	<u>Proposed Changes</u>	<u>Proposed 17/18</u>
	SR. CIVIL ENGINEER	1	1	2
	SR. ENGR TECH/SURVEY CHIEF	1		1
	TRAFFIC ENGINEER	1		1
ENGINEERING & MAINTENANCE SERVICES TOTAL		16	2	18
WATER OPERATION				
	ACCOUNT CLERK II	1	-1	0
	ADMINISTRATIVE SECRETARY III	2	-1	1
	ASSISTANT CIVIL ENGINEER	1	-1	0
	CHIEF OPERATOR	3		3
	CONSTRUCTION PROJ COORDINATOR	2	-2	0
	DESIGN & CONST SVC'S MANAGER	1	-1	0
	MAINTENANCE WORKER TRAINEE	0	1	1
	METER READER	9		9
	METER REPAIR WORKER	4		4
	PW CONSTRUCTION PROJECTS MGR	0	1	1
	SOURCE CONTROL TECHNICIAN	1	-1	0
	SR. METER READER	1		1
	SR. METER REPAIRER WORKER	1		1
	SR. WASTEWATER ENVIR SPECIALIST	2	-2	0
	SR. WATER DISTRIBUTION OPERATOR	2		2
	SR. WATER TREATMENT OPERATOR	1		1
	TECHNICAL SVCS/WTR QUALITY MGR	1	-1	0
	WASTEWATER ENVIRONMENTAL SPEC	2	-2	0
	WASTEWATER MECHANIC II	0	1	1
	WATER CONSERV/OUTREACH COORD	1		1
	WATER CONSERV/OUTREACH TECH	1	1	2
	WATER DISTRIBUTION OPERATOR I	9		9
	WATER DISTRIBUTION OPERATOR II	4		4
	WATER DIVISION MANAGER	1		1
	WATER REGULATORY COMPL COORD	1		1
	WATER REGULATORY COMPL TECH II	2		2
	WATER TREATMENT OPERATOR II	2		2
	WATER TREATMENT OPERATOR III	3		3
WATER OPERATION TOTAL		58	-8	50
RECYCLE WATER				
	ADMINISTRATIVE SECRETARY III	0	1	1
	SR. WASTEWATER MECHANIC	0	1	1
	WASTEWATER OP IN TRAINING	0	1	1
	WASTEWATER OPERATOR I	0	1	1
	WASTEWATER OPERATOR II	0	1	1
	WASTEWATER OPERATOR III	0	1	1
RECYCLE WATER TOTAL		0	6	6
STORM WATER				
	SR. WASTEWATER ENVIR SPECIALIST	0	1	1
	SOURCE CONTROL TECHNICIAN	0	1	1
	TECHNICAL SVCS/WTR QUALITY MGR	0	1	1
	WASTEWATER COLLECT OPERATOR II	0	1	1
	WASTEWATER ENVIRONMENTAL SPEC	0	1	1
STORM WATER TOTAL		0	5	5
WASTEWATER COLLECTION				
	ADMINISTRATIVE TECHNICIAN	1	-1	0
	ADMINISTRATIVE SECRETARY II	0	1	1
	DATA ENTRY OPERATOR II	1		1
	SOURCE CONTROL INSPECTOR II	1		1
	SR. WASTEWATER COLLECT OPERATOR	1		1
	SR. WASTEWATER ENVIR SPECIALIST	0	1	1

<u>Department</u>	<u>Title</u>	<u>Adopted 16/17</u>	<u>Proposed Changes</u>	<u>Proposed 17/18</u>
	SR. WASTEWATER MECHANIC	1	-1	0
	WASTEWATER COLLECT OPERATOR I	2		2
	WASTEWATER COLLECT OPERATOR II	5	-1	4
	WASTEWATER COLLECTIONS SUPV	1		1
	WASTEWATER ENVIRONMENTAL SPEC	2	1	3
	WASTEWATER MAINTENANCE MANAGER	1		1
WASTEWATER COLLECTION TOTAL		16	0	16
WASTEWATER TREATMENT	ADMINISTRATIVE SECRETARY II	1	-1	0
	ADMINISTRATIVE SECRETARY III	1	0	1
	CHEMIST	1		1
	DESIGN & CONST SVC'S MANAGER	0	1	1
	ELECTRICIAN/INSTRUMENTATION TE	2		2
	GROUNDWORKER II	1		1
	INSTRUMENTATION TECHNICIAN	1		1
	LABORATORY ASSISTANT	1		1
	LABORATORY SUPERVISOR	1		1
	LABORATORY TECHNICIAN	2		2
	POWER PROD. OPERATOR II	2		2
	PROJECT MANAGER	0	1	1
	PW CONSTRUCTION PROJECTS MGR	0	1	1
	SR. WASTEWATER MECHANIC	1		1
	SR. WASTEWATER OPERATOR	4		4
	TRANSPORT OPERATOR	1		1
	TREATMENT PLANT ELECTRICIAN	2		2
	UTILITIES SUPERVISOR	2		2
	WASTEWATER DIVISION MANAGER	1		1
	WASTEWATER MAINTENANCE SUPERV	1		1
	WASTEWATER MECHANIC II	11	-2	9
	WASTEWATER OP IN TRAINING	1	-1	0
	WASTEWATER OPER MGR/CHIEF OPER	1		1
	WASTEWATER OPERATOR I	3	-1	2
	WASTEWATER OPERATOR II	10	-1	9
	WASTEWATER OPERATOR III	6	-1	5
WASTEWATER TREATMENT TOTAL		57	-4	53
PUBLIC WORKS DEPARTMENT TOTAL		381	97	478
GRAND TOTAL		1219.5	151	1370.5

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
 AUTHORIZING CLASSIFICATION AND SALARY SCHEDULES AND
 APPROVING THE ATTACHED CLASSIFICATION AND SALARY
 SCHEDULE

WHEREAS, the City Manager has submitted for the consideration of the City Council of the City of Oxnard an updated Classification and Salary Schedule; and

WHEREAS, the City Council has carefully reviewed the Classification and Salary Schedule submitted by the City Manager and finds that the recommended Classification and Salary Schedule is desirable in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES that the Classification and Salary Schedule attached hereto as Exhibit "A" is approved and all prior versions are rescinded.

PASSED AND ADOPTED on this 20th day of June, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

 Tim Flynn, Mayor

ATTEST:

 Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

 Stephen M. Fischer, City Attorney

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING AS OF June 14, 2017

M.2.d

Account Clerk I	A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	14.0736	14.7773	15.5161	16.292	17.1065	17.9619	18.86	19.803	20.7931	21.8328		
	BIWEEKLY	1125.89	1182.18	1241.29	1303.36	1368.52	1436.95	1508.8	1584.24	1663.45	1746.62		
	ANNUAL	29273.09	30736.78	32273.49	33887.36	35581.52	37360.75	39228.8	41190.24	43249.65	45412.22		
Account Clerk II	A20	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	15.5994	16.3794	17.1983	18.0583	18.9612	19.9093	20.9047	21.9499	23.0474	24.1998		
	BIWEEKLY	1247.95	1310.35	1375.86	1444.66	1516.9	1592.74	1672.38	1755.99	1843.79	1935.98		
	ANNUAL	32446.75	34069.15	35772.46	37561.26	39439.3	41411.34	43481.78	45655.79	47938.59	50335.58		
Account Clerk III	A27	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	17.1247	17.9809	18.8799	19.8239	20.8151	21.8559	22.9488	24.0962	25.301	26.566		
	BIWEEKLY	1369.98	1438.47	1510.39	1585.91	1665.21	1748.47	1835.9	1927.7	2024.08	2125.28		
	ANNUAL	35619.38	37400.27	39270.19	41233.71	43295.41	45460.27	47733.5	50120.1	52626.08	55257.28		
Accountant I	A63	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	23.2169	24.3778	25.5967	26.8765	28.2203	29.6314	31.113	32.6686	34.302	36.0171		
	BIWEEKLY	1857.35	1950.22	2047.74	2150.12	2257.62	2370.51	2489.04	2613.49	2744.16	2881.37		
	ANNUAL	48291.15	50705.82	53241.14	55903.12	58698.22	61633.31	64715.04	67950.69	71348.16	74915.57		
Accountant II	A80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	25.7966	27.0864	28.4408	29.8628	31.356	32.9239	34.57	36.2985	38.1134	40.0191		
	BIWEEKLY	2063.73	2166.91	2275.26	2389.02	2508.48	2633.91	2765.6	2903.88	3049.07	3201.53		
	ANNUAL	53656.93	56339.71	59156.86	62114.62	65220.48	68481.71	71905.6	75500.88	79275.87	83239.73		
Accountant II (C)	C80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Hourly	26.5108	27.8363	29.2282	30.6896	32.224	33.8352	35.527	37.3034	39.1685	41.127	43.1833	45.3425
	BIWEEKLY	2120.86	2226.9	2338.26	2455.17	2577.92	2706.82	2842.16	2984.27	3133.48	3290.16	3454.66	3627.4
	ANNUAL	55142.46	57899.5	60794.66	63834.37	67025.92	70377.22	73896.16	77591.07	81470.48	85544.16	89821.26	94312.4
Accounting Manager	M48	Lower	Upper										
	Hourly	34.1625	56.6896										
	BIWEEKLY	2733	4535.17										
	ANNUAL	71058	117914.37										
Accounting Technician	A45	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	20.6372	21.669	22.7524	23.89	25.0846	26.3387	27.6557	29.0385	30.4905	32.0149		
	BIWEEKLY	1650.98	1733.52	1820.19	1911.2	2006.77	2107.1	2212.46	2323.08	2439.24	2561.19		
	ANNUAL	42925.38	45071.52	47324.99	49691.2	52175.97	54784.5	57523.86	60400.08	63420.24	66590.99		
Accounting Technician (C)	C67	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Hourly	21.0736	22.1273	23.2336	24.3953	25.6151	26.8958	28.2406	29.6527	31.1353	32.6921	34.3267	36.043
	BIWEEKLY	1685.89	1770.18	1858.69	1951.62	2049.21	2151.66	2259.25	2372.22	2490.82	2615.37	2746.14	2883.44
	ANNUAL	43833.09	46024.78	48325.89	50742.22	53279.41	55943.26	58740.45	61677.62	64761.42	67999.57	71399.54	74969.44
Administrative Assistant	A61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	23.1617	24.3198	25.5357	26.8125	28.1531	29.5608	31.0389	32.5908	34.2204	35.9314		
	BIWEEKLY	1852.94	1945.58	2042.86	2145	2252.25	2364.86	2483.11	2607.26	2737.63	2874.51		
	ANNUAL	48176.34	50585.18	53114.26	55770	58558.45	61486.46	64560.91	67788.86	71178.43	74737.31		
Administrative Assistant (C)	C70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Hourly	24.1008	25.3058	26.5711	27.8997	29.2947	30.7594	32.2974	33.9122	35.6079	37.3883	39.2577	41.2205
	BIWEEKLY	1928.06	2024.46	2125.69	2231.98	2343.58	2460.75	2583.79	2712.98	2848.63	2991.06	3140.62	3297.64
	ANNUAL	50129.66	52636.06	55267.89	58031.38	60932.98	63979.55	67178.59	70537.38	74064.43	77767.66	81656.02	85738.64
Administrative Legal Assistant	C70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Hourly	24.1008	25.3058	26.5711	27.8997	29.2947	30.7594	32.2974	33.9122	35.6079	37.3883	39.2577	41.2205
	BIWEEKLY	1928.06	2024.46	2125.69	2231.98	2343.58	2460.75	2583.79	2712.98	2848.63	2991.06	3140.62	3297.64
	ANNUAL	50129.66	52636.06	55267.89	58031.38	60932.98	63979.55	67178.59	70537.38	74064.43	77767.66	81656.02	85738.64
Administrative Legal Secretary I	C25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Hourly	15.2873	16.0517	16.8542	17.697	18.5818	19.5109	20.4864	21.5108	22.5863	23.7156	24.9014	26.1465
	BIWEEKLY	1222.98	1284.14	1348.34	1415.76	1486.54	1560.87	1638.91	1720.86	1806.9	1897.25	1992.11	2091.72
	ANNUAL	31797.58	33387.54	35056.74	36809.76	38650.14	40582.67	42611.71	44742.46	46979.5	49328.45	51794.91	54384.72
Administrative Legal Secretary II	C35	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Hourly	16.9857	17.835	18.7267	19.6631	20.6462	21.6785	22.7625	23.9006	25.0956			

CITY OF OXNARD

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CLASSIFICATION AND SALARY LISTING AS OF June 14, 2017

	BIWEEKLY	1358.86	1426.8	1498.14	1573.05	1651.7	1734.28	1821	1912.05	2007.65	2108.03	2213.43	2324.1
	ANNUAL	35330.26	37096.8	38951.54	40899.25	42944.1	45091.28	47346	49713.25	52198.85	54808.83	57549.23	60426.7
Administrative Legal Secretary III	C50	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Hourly	18.873	19.8167	20.8075	21.8479	22.9402	24.0873	25.2916	26.5562	27.884	29.2782	30.7421	32.2792
	BIWEEKLY	1509.84	1585.34	1664.6	1747.83	1835.22	1926.98	2023.33	2124.5	2230.72	2342.26	2459.37	2582.34
	ANNUAL	39255.84	41218.74	43279.6	45443.63	47715.62	50101.58	52606.53	55236.9	57998.72	60898.66	63943.57	67140.74
Administrative Secretary I	A12	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	13.7304	14.417	15.1378	15.8948	16.6895	17.524	18.4002	19.3202	20.2863	21.3006		
	BIWEEKLY	1098.43	1153.36	1211.02	1271.58	1335.16	1401.92	1472.02	1545.62	1622.9	1704.05		
	ANNUAL	28559.23	29987.36	31486.62	33061.18	34714.16	36449.92	38272.42	40186.02	42195.5	44305.25		
Administrative Secretary I (C)	C15	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Hourly	14.2871	15.0015	15.7515	16.5391	17.3661	18.2344	19.1461	20.1034	21.1086	22.164	23.2722	24.4358
	BIWEEKLY	1142.97	1200.12	1260.12	1323.13	1389.29	1458.75	1531.69	1608.27	1688.69	1773.12	1861.78	1954.86
	ANNUAL	29717.17	31203.12	32763.12	34401.33	36121.49	37927.55	39823.89	41815.07	43905.89	46101.12	48406.18	50826.46
Administrative Secretary II	A19	A19/01	A19/02	A19/03	A19/04	A19/05	A19/06	A19/07	A19/08	A19/09	A19/10		
	Hourly	15.2559	16.0187	16.8196	17.6606	18.5436	19.4708	20.4444	21.4666	22.54	23.667		
	BIWEEKLY	1220.47	1281.5	1345.57	1412.85	1483.49	1557.66	1635.55	1717.33	1803.2	1893.36		
	ANNUAL	31732.27	33318.9	34984.77	36734.05	38570.69	40499.26	42524.35	44650.53	46883.2	49227.36		
Administrative Secretary II (C)	C30	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Hourly	15.8745	16.6682	17.5016	18.3767	19.2956	20.2603	21.2733	22.337	23.4539	24.6266	25.8579	27.1508
	BIWEEKLY	1269.96	1333.46	1400.13	1470.14	1543.65	1620.82	1701.86	1786.96	1876.31	1970.13	2068.63	2172.06
	ANNUAL	33018.96	34669.86	36403.33	38223.54	40134.85	42141.42	44248.46	46460.96	48784.11	51223.33	53784.43	56473.66
Administrative Secretary III	A26	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	16.9511	17.7986	18.6885	19.623	20.6041	21.6343	22.716	23.8518	25.0444	26.2966		
	BIWEEKLY	1356.09	1423.89	1495.08	1569.84	1648.33	1730.74	1817.28	1908.14	2003.55	2103.73		
	ANNUAL	35258.29	37021.09	38872.08	40815.84	42856.53	44999.34	47249.28	49611.74	52092.35	54696.93		
Administrative Secretary III (C)	C40	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Hourly	17.6383	18.5202	19.4462	20.4185	21.4395	22.5114	23.637	24.8189	26.0598	27.3628	28.7309	30.1675
	BIWEEKLY	1411.06	1481.62	1555.7	1633.48	1715.16	1800.91	1890.96	1985.51	2084.78	2189.02	2298.47	2413.4
	ANNUAL	36687.66	38522.02	40448.1	42470.48	44594.16	46823.71	49164.96	51623.31	54204.38	56914.62	59760.27	62748.4
Administrative Services Assistant	C70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Hourly	24.1008	25.3058	26.5711	27.8997	29.2947	30.7594	32.2974	33.9122	35.6079	37.3883	39.2577	41.2205
	BIWEEKLY	1928.06	2024.46	2125.69	2231.98	2343.58	2460.75	2583.79	2712.98	2848.63	2991.06	3140.62	3297.64
	ANNUAL	50129.66	52636.06	55267.89	58031.38	60932.98	63979.55	67178.59	70537.38	74064.43	77767.66	81656.02	85738.64
Administrative Technician	A36	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	18.5293	19.4558	20.4286	21.45	22.5225	23.6486	24.831	26.0725	27.3762	28.745		
	BIWEEKLY	1482.34	1556.46	1634.29	1716	1801.8	1891.89	1986.48	2085.8	2190.1	2299.6		
	ANNUAL	38540.94	40468.06	42491.49	44616	46846.8	49189.09	51648.48	54230.8	56942.5	59789.6		
Administrative Technician (C)	C60	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Hourly	19.2756	20.2394	21.2513	22.3139	23.4296	24.6011	25.8311	27.1227	28.4788	29.9028	31.3979	32.9678
	BIWEEKLY	1542.05	1619.15	1700.1	1785.11	1874.37	1968.09	2066.49	2169.82	2278.3	2392.22	2511.83	2637.42
	ANNUAL	40093.25	42097.95	44202.7	46412.91	48733.57	51170.29	53728.69	56415.22	59235.9	62197.82	65307.63	68573.02
Animal Safety Officer	BDI 74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	18.6219	19.5721	20.5701	21.6196	22.7225	23.8814	25.0995					
	BIWEEKLY	1489.75	1565.77	1645.61	1729.57	1817.8	1910.51	2007.96					
	ANNUAL	38733.55	40709.97	42785.81	44968.77	47262.8	49673.31	52206.96					
Assistant Chief Financial Officer	M88	Lower	Upper										
	Hourly	47.9621	78.7692										
	BIWEEKLY	3836.97	6301.5357										
	ANNUAL	99761.17	163839.93										
Assistant City Attorney	M88	Lower	Upper										
	Hourly	47.9621	78.7692										
	BIWEEKLY	3836.97	6301.5357										
	ANNUAL	99761.17	163839.93										

CLASSIFICATION AND SALARY LISTING AS OF June 14, 2017

Assistant City Clerk	M11	Lower	Upper								
	Hourly	23.7584	40.0431								
	BIWEEKLY	1900.67	3203.45								
	ANNUAL	49417.47	83289.65								
Assistant City Manager	E11	Lower	Upper								
	Hourly	80.8597	111.1822								
	BIWEEKLY	6468.78	8894.58								
	ANNUAL	168188.18	231258.98								
Assistant Civil Engineer	A94	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	32.8164	34.4572	36.1799	37.989	39.8884	41.8828	43.9769	46.1758	48.4846	50.9088
	BIWEEKLY	2625.31	2756.58	2894.39	3039.12	3191.07	3350.62	3518.15	3694.06	3878.77	4072.70
	ANNUAL	68258.11	71670.98	75254.19	79017.12	82967.87	87116.22	91471.95	96045.66	100847.97	105890.30
Asst. Director of Human Resources	M67	Lower	Upper								
	Hourly	46.1683	69.9519								
	BIWEEKLY	3693.46	5596.15								
	ANNUAL	96030.06	145499.95								
Assistant Fire Chief (Non-Shift)	PS2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
	Hourly	58.7265	61.722	64.87	68.1795	71.6571	75.3117	79.0772	83.031		
	BIWEEKLY	4698.12	4937.76	5189.6	5454.36	5732.57	6024.94	6326.18	6642.48		
	ANNUAL	122151.12	128381.76	134929.6	141813.36	149046.77	156648.34	164480.58	172704.48		
Assistant Fire Chief (Shift)	PS4	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
	Hourly	41.9476	44.0871	46.3359	48.6996	51.1837	53.794	56.4839	59.3078		
	BIWEEKLY	4698.13	4937.76	5189.62	5454.36	5732.57	6024.93	6326.2	6642.47		
	ANNUAL	122151.41	128381.64	134930.14	141813.24	149046.93	156648.13	164481.12	172704.31		
Assistant Plan Check Engineer	A94	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	32.8164	34.4572	36.1799	37.989	39.8884	41.8828	43.9769	46.1758	48.4846	50.9088
	BIWEEKLY	2625.31	2756.58	2894.39	3039.12	3191.07	3350.62	3518.15	3694.06	3878.77	4072.70
	ANNUAL	68258.11	71670.98	75254.19	79017.12	82967.87	87116.22	91471.95	96045.66	100847.97	105890.30
Assistant Planner	A69	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	24.1916	25.4013	26.6714	28.0049	29.4052	30.8754	32.4192	34.0402	35.7421	37.5293
	BIWEEKLY	1935.33	2032.10	2133.71	2240.39	2352.42	2470.03	2593.54	2723.22	2859.37	3002.34
	ANNUAL	50318.53	52834.70	55476.51	58250.19	61162.82	64220.83	67431.94	70803.62	74343.57	78060.94
Assistant Police Chief	PS6	PS6/01	PS6/02	PS6/03	PS6/04	PS6/05	PS6/06	PS6/07	PS6/08		
	Hourly	67.7263	71.181	74.8117	78.6283	82.639	86.8536	91.1964	95.7558		
	BIWEEKLY	5418.10	5694.48	5984.94	6290.26	6611.12	6948.29	7295.71	7660.46		
	ANNUAL	140870.70	148056.48	155608.34	163546.86	171889.12	180655.49	189688.51	199172.06		
Assistant Design Traffic Engineer	A93	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	31.2537	32.8164	34.4571	36.18	37.989	39.8884	41.8828	43.977	46.1758	48.4846
	BIWEEKLY	2500.30	2625.31	2756.57	2894.40	3039.12	3191.07	3350.62	3518.16	3694.06	3878.77
	ANNUAL	65007.70	68258.11	71670.77	75254.40	79017.12	82967.87	87116.22	91472.16	96045.66	100847.97
Assistant Traffic Engineer	A93	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	31.2537	32.8164	34.4571	36.18	37.989	39.8884	41.8828	43.977	46.1758	48.4846
	BIWEEKLY	2500.30	2625.31	2756.57	2894.40	3039.12	3191.07	3350.62	3518.16	3694.06	3878.77
	ANNUAL	65007.70	68258.11	71670.77	75254.40	79017.12	82967.87	87116.22	91472.16	96045.66	100847.97
Associate Planner	A83	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	26.8797	28.2236	29.6348	31.1165	32.6723	34.306	36.0213	37.8224	39.7135	41.6991
	BIWEEKLY	2150.38	2257.89	2370.78	2489.32	2613.78	2744.48	2881.70	3025.79	3177.08	3335.93
	ANNUAL	55909.78	58705.09	61640.38	64722.32	67958.38	71356.48	74924.30	78670.59	82604.08	86734.13
Associate Traffic Design Engineer	A97	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	34.7263	36.4627	38.2858	40.2001	42.2102	44.3206	46.5367	48.8635	51.3067	53.872
	BIWEEKLY	2778.10	2917.02	3062.86	3216.01	3376.82	3545.65	3722.94	3909.08	4104.54	4309.76
	ANNUAL	72230.70	75842.42	79634.46	83616.21	87797.22	92186.85	96796.34	101636.08	106717.94	112053.76
Asst City Trsr/Revenue Acct Mgr.	M48	Lower	Upper								
	Hourly	34.1625	56.6896								
	BIWEEKLY	2733.00	4535.17								

CLASSIFICATION AND SALARY LISTING AS OF June 14, 2017

	ANNUAL	71058.00	117914.37								
Battalion Chief (Non-Shift)	PS1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
	Hourly	49.2177	51.7288	54.367	57.1405	60.0553	63.1184	66.274	69.5879		
	BIWEEKLY	3937.42	4138.30	4349.36	4571.24	4804.42	5049.47	5301.92	5567.03		
	ANNUAL	102372.82	107595.90	113083.36	118852.24	124915.02	131286.27	137849.92	144742.83		
Battalion Chief (Shift)	PS3	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
	Hourly	35.1554	36.949	38.8336	40.8147	42.8966	45.0845	47.3386	49.7057		
	BIWEEKLY	3937.40	4138.29	4349.36	4571.25	4804.42	5049.46	5301.92	5567.04		
	ANNUAL	102372.52	107595.49	113083.44	118852.41	124914.90	131286.06	137850.00	144743.00		
Budget Manager	M62	Lower	Upper								
	Hourly	37.5777	65.0188								
	BIWEEKLY	3006.22	5201.50								
	ANNUAL	78161.62	135239.10								
Building Inspector I	BGL 104.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	25.225	26.5119	27.8643	29.2856	30.7796	32.3495	33.9995			
	BIWEEKLY	2018.00	2120.95	2229.14	2342.85	2462.37	2587.96	2719.96			
	ANNUAL	52468.00	55144.75	57957.74	60914.05	64021.57	67286.96	70718.96			
Building Inspector II	BHK 114.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	27.8643	29.2856	30.7796	32.3495	33.9995	35.7341	37.5567			
	BIWEEKLY	2229.14	2342.85	2462.37	2587.96	2719.96	2858.73	3004.54			
	ANNUAL	57957.74	60914.05	64021.57	67286.96	70718.96	74326.93	78117.94			
Buyer	A40	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	20.1859	21.1952	22.255	23.3677	24.5361	25.763	27.0511	28.4036	29.8238	31.315
	BIWEEKLY	1614.87	1695.62	1780.40	1869.42	1962.89	2061.04	2164.09	2272.29	2385.90	2505.20
	ANNUAL	41986.67	44086.02	46290.40	48604.82	51035.09	53587.04	56266.29	59079.49	62033.50	65135.20
Chemist	A72	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	24.9049	26.1501	27.4577	28.8306	30.2722	31.7858	33.375	35.0437	36.7959	38.6357
	BIWEEKLY	1992.39	2092.01	2196.62	2306.45	2421.78	2542.86	2670.00	2803.50	2943.67	3090.86
	ANNUAL	51802.19	54392.21	57112.02	59967.65	62966.18	66114.46	69420.00	72890.90	76535.47	80362.26
Chief Financial Officer	E14	Lower	Upper								
	Hourly	78.6713	108.1731								
	BIWEEKLY	6293.70	8653.85								
	ANNUAL	163636.30	225000.05								
Chief Operator	M32	Lower	Upper								
	Hourly	29.777	49.6734								
	BIWEEKLY	2382.16	3973.87								
	ANNUAL	61936.16	103320.67								
City Attorney	E12	Lower	Upper								
	Hourly	98.5577	98.5577								
	BIWEEKLY	7884.62	7884.62								
	ANNUAL	205000.02	205000.02								
City Clerk	E03	Lower	Upper								
	Hourly	49.6859	68.3179								
	BIWEEKLY	3974.87	5465.43								
	ANNUAL	103346.67	142101.23								
City Council	BIWEEKLY	1701.01									
	ANNUAL	20412.08									
City Librarian	M38	Lower	Upper								
	Hourly	31.6529	52.6746								
	BIWEEKLY	2532.23	4213.97								
	ANNUAL	65838.03	109563.17								
City Manager	E13	Lower	Upper								
	Hourly	127.4039	127.4039								
	BIWEEKLY	10192.31	10192.31								

CLASSIFICATION AND SALARY LISTING AS OF June 14, 2017

	ANNUAL	265000.11	265000.11								
City Surveyor	M34	Lower	Upper								
	Hourly	30.3724	50.6259								
	BIWEEKLY	2429.79	4050.07								
	ANNUAL	63174.59	105301.87								
City Treasurer	E03	Lower	Upper								
	Hourly	49.6859	68.3179								
	BIWEEKLY	3974.87	5465.43								
	ANNUAL	103346.67	142101.23								
Civil Engineer	A98	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	36.4626	38.2858	40.2001	42.2101	44.3207	46.5366	48.8635	51.3066	53.872	56.5656
	BIWEEKLY	2917.01	3062.86	3216.01	3376.81	3545.66	3722.93	3909.08	4104.53	4309.76	4525.25
	ANNUAL	75842.21	79634.46	83616.21	87797.01	92187.06	96796.13	101636.08	106717.73	112053.76	117656.45
Code Compliance Inspector I	BFO 96	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	23.179	24.3616	25.604	26.9104	28.283	29.7256	31.2422			
	BIWEEKLY	1854.32	1948.93	2048.32	2152.83	2262.64	2378.05	2499.38			
	ANNUAL	48212.32	50672.13	53256.32	55973.63	58828.64	61829.25	64983.78			
Code Compliance Inspector II	BGP 106	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	25.604	26.9104	28.283	29.7256	31.2422	32.8356	34.5106			
	BIWEEKLY	2048.32	2152.83	2262.64	2378.05	2499.38	2626.85	2760.85			
	ANNUAL	53256.32	55973.63	58828.64	61829.25	64983.78	68298.05	71782.05			
Code Compliance Manager	M40	Lower	Upper								
	Hourly	32.2617	53.649								
	BIWEEKLY	2580.94	4291.92								
	ANNUAL	67104.34	111589.92								
Community Affairs Manager	M38	Lower	Upper								
	Hourly	31.6529	52.6746								
	BIWEEKLY	2532.23	4213.97								
	ANNUAL	65838.03	109563.17								
Comm. Outreach & Prod. Spec.	M22	Lower	Upper								
	Hourly	26.8666	45.0165								
	BIWEEKLY	2149.33	3601.32								
	ANNUAL	55882.53	93634.32								
Community Service Officer	A34	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	18.3002	19.2153	20.176	21.1848	22.2441	23.3563	24.5241	25.7503	27.0379	28.3898
	BIWEEKLY	1464.02	1537.22	1614.08	1694.78	1779.53	1868.5	1961.93	2060.02	2163.03	2271.18
	ANNUAL	38064.42	39967.82	41966.08	44064.38	46267.73	48581.1	51010.13	53560.62	56238.83	59050.78
Community Services Manager	M29	Lower	Upper								
	Hourly	29.2277	48.7942								
	BIWEEKLY	2338.22	3903.54								
	ANNUAL	60793.62	101491.94								
Compliance Services Manager	M29	Lower	Upper								
	Hourly	29.2277	48.7942								
	BIWEEKLY	2338.22	3903.54								
	ANNUAL	60793.62	101491.94								
Computer Network Engineer I	A32	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	18.0518	18.9544	19.902	20.8971	21.942	23.0391	24.1911	25.4007	26.6707	28.0042
	BIWEEKLY	1444.14	1516.35	1592.16	1671.77	1755.36	1843.13	1935.29	2032.06	2133.66	2240.34
	ANNUAL	37547.74	39425.15	41396.16	43465.97	45639.36	47921.33	50317.49	52833.46	55475.06	58248.74
Computer Network Engineer II	A49	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	21.2374	22.2993	23.4143	24.5851	25.8144	27.1051	28.4603	29.8833	31.3775	32.9464
	BIWEEKLY	1698.99	1783.94	1873.14	1966.81	2065.15	2168.41	2276.82	2390.66	2510.2	2635.71
	ANNUAL	44173.79	46382.54	48701.74	51137.01	53693.95	56378.61	59197.42	62157.26	65265.2	68528.51
Computer Network Engineer III	A78	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10

CLASSIFICATION AND SALARY LISTING AS OF June 14, 2017

	Hourly	25.4848	26.7591	28.097	29.5019	30.977	32.5259	34.1522	35.8597	37.6527	39.5353
	BIWEEKLY	2038.78	2140.73	2247.76	2360.15	2478.16	2602.07	2732.18	2868.78	3012.22	3162.82
	ANNUAL	53008.38	55658.93	58441.76	61363.95	64432.16	67653.87	71036.58	74588.18	78317.62	82233.42
Computer Operator	A49	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	21.2374	22.2993	23.4143	24.5851	25.8144	27.1051	28.4603	29.8833	31.3775	32.9464
	BIWEEKLY	1698.99	1783.94	1873.14	1966.81	2065.15	2168.41	2276.82	2390.66	2510.2	2635.71
	ANNUAL	44173.79	46382.54	48701.74	51137.01	53693.95	56378.61	59197.42	62157.26	65265.2	68528.51
Construction & Maint. Engineer	M66	Lower	Upper								
	Hourly	38.6196	63.8211								
	BIWEEKLY	3089.57	5105.69								
	ANNUAL	80328.77	132747.89								
Construction Inspector I	BGL 104.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	25.225	26.5119	27.8643	29.2856	30.7796	32.3495	33.9995			
	BIWEEKLY	2018	2120.95	2229.14	2342.85	2462.37	2587.96	2719.96			
	ANNUAL	52468	55144.75	57957.74	60914.05	64021.57	67286.96	70718.96			
Construction Inspector II	BHK 114.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	27.8643	29.2856	30.7796	32.3495	33.9995	35.7341	37.5567			
	BIWEEKLY	2229.14	2342.85	2462.37	2587.96	2719.96	2858.73	3004.54			
	ANNUAL	57957.74	60914.05	64021.57	67286.96	70718.96	74326.93	78117.94			
Construction Project Coordinator	A61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	23.1617	24.3198	25.5357	26.8125	28.1531	29.5608	31.0389	32.5908	34.2204	35.9314
	BIWEEKLY	1852.94	1945.58	2042.86	2145	2252.25	2364.86	2483.11	2607.26	2737.63	2874.51
	ANNUAL	48176.34	50585.18	53114.26	55770	58558.45	61486.46	64560.91	67788.86	71178.43	74737.31
Construction Project Manager	M29	Lower	Upper								
	Hourly	29.2277	48.7942								
	BIWEEKLY	2338.22	3903.54								
	ANNUAL	60793.62	101491.94								
Consultant		Lower	Upper								
	Hourly	25.0000	100.0000								
	BIWEEKLY	2000.00	8000.00								
	ANNUAL	52000.00	208000.00								
Container Service Worker	BDI 74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	18.6219	19.5721	20.5701	21.6196	22.7225	23.8814	25.0995			
	BIWEEKLY	1489.75	1565.77	1645.61	1729.57	1817.8	1910.51	2007.96			
	ANNUAL	38733.55	40709.97	42785.81	44968.77	47262.8	49673.31	52206.96			
Controller	M62	Lower	Upper								
	Hourly	37.5777	65.0188								
	BIWEEKLY	3006.22	5201.5								
	ANNUAL	78161.62	135239.1								
Crime Analysis Data Technician	A34	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	18.3002	19.2153	20.176	21.1848	22.2441	23.3563	24.5241	25.7503	27.0379	28.3898
	BIWEEKLY	1464.02	1537.22	1614.08	1694.78	1779.53	1868.5	1961.93	2060.02	2163.03	2271.18
	ANNUAL	38064.42	39967.82	41966.08	44064.38	46267.73	48581.1	51010.13	53560.62	56238.83	59050.78
Crime Analyst I	A48	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	21.1157	22.1715	23.2801	24.4441	25.6663	26.9496	28.2971	29.712	31.1976	32.7575
	BIWEEKLY	1689.26	1773.72	1862.41	1955.53	2053.3	2155.97	2263.77	2376.96	2495.81	2620.6
	ANNUAL	43920.66	46116.72	48422.61	50843.73	53385.9	56055.17	58857.97	61800.96	64891.01	68135.6
Crime Analyst II	A64	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	23.462	24.6351	25.8669	27.1603	28.5183	29.9442	31.4415	33.0136	34.6643	36.3975
	BIWEEKLY	1876.96	1970.81	2069.35	2172.82	2281.46	2395.54	2515.32	2641.09	2773.14	2911.8
	ANNUAL	48800.96	51241.01	53803.15	56493.42	59318.06	62283.94	65398.32	68668.29	72101.74	75706.8
Crossing Guard	A00	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	8.6066	9.0369	9.4888	9.9632	10.4613	10.9844	11.5337	12.1104	12.7158	13.3516
	BIWEEKLY	344.26	361.48	379.55	398.53	418.45	439.38	461.35	484.42	508.63	534.06
	ANNUAL	8950.86	9398.38	9868.35	10361.73	10879.75	11423.78	11995.05	12594.82	13224.43	

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING AS OF June 14, 2017

M.2.d

Cultural & Comm. Svcs. Director	E06	Lower	Upper								
	Hourly	56.9702	78.3339								
	BIWEEKLY	4557.62	6266.71								
	ANNUAL	118498.02	162934.51								
Cultural Arts Supervisor	M11	Lower	Upper								
	Hourly	23.7584	40.0431								
	BIWEEKLY	1900.67	3203.45								
	ANNUAL	49417.47	83289.65								
CUPA Coordinator	M44	Lower	Upper								
	Hourly	33.2614	55.2485								
	BIWEEKLY	2660.91	4419.88								
	ANNUAL	69183.71	114916.88								
CUPA Manager	M44	Lower	Upper								
	Hourly	33.2614	55.2485								
	BIWEEKLY	2660.91	4419.88								
	ANNUAL	69183.71	114916.88								
Custodial Supervisor	M14	Lower	Upper								
	Hourly	24.4388	41.1322								
	BIWEEKLY	1955.1	3290.58								
	ANNUAL	50832.7	85554.98								
Custodian	BAQ 48	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	14.3774	15.1105	15.8814	16.6914	17.5428	18.4379	19.3782			
	BIWEEKLY	1150.19	1208.84	1270.51	1335.31	1403.42	1475.03	1550.26			
	ANNUAL	29904.99	31429.84	33033.31	34718.11	36489.02	38350.83	40306.66			
Customer Service Acct Tech	A45	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	20.6372	21.669	22.7524	23.89	25.0846	26.3387	27.6557	29.0385	30.4905	32.0149
	BIWEEKLY	1650.98	1733.52	1820.19	1911.2	2006.77	2107.1	2212.46	2323.08	2439.24	2561.19
	ANNUAL	42925.38	45071.52	47324.99	49691.2	52175.97	54784.5	57523.86	60400.08	63420.24	66590.99
Customer Service Rep I	A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	14.0736	14.7773	15.5161	16.292	17.1065	17.9619	18.86	19.803	20.7931	21.8328
	BIWEEKLY	1125.89	1182.18	1241.29	1303.36	1368.52	1436.95	1508.8	1584.24	1663.45	1746.62
	ANNUAL	29273.09	30736.78	32273.49	33887.36	35581.52	37360.75	39228.8	41190.24	43249.65	45412.22
Customer Service Rep II	A20	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	15.5994	16.3794	17.1983	18.0583	18.9612	19.9093	20.9047	21.9499	23.0474	24.1998
	BIWEEKLY	1247.95	1310.35	1375.86	1444.66	1516.9	1592.74	1672.38	1755.99	1843.79	1935.98
	ANNUAL	32446.75	34069.15	35772.46	37561.26	39439.3	41411.34	43481.78	45655.79	47938.59	50335.58
Data Entry Operator I	A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	14.0736	14.7773	15.5161	16.292	17.1065	17.9619	18.86	19.803	20.7931	21.8328
	BIWEEKLY	1125.89	1182.18	1241.29	1303.36	1368.52	1436.95	1508.8	1584.24	1663.45	1746.62
	ANNUAL	29273.09	30736.78	32273.49	33887.36	35581.52	37360.75	39228.8	41190.24	43249.65	45412.22
Data Entry Operator II	A20	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	15.5994	16.3794	17.1983	18.0583	18.9612	19.9093	20.9047	21.9499	23.0474	24.1998
	BIWEEKLY	1247.95	1310.35	1375.86	1444.66	1516.9	1592.74	1672.38	1755.99	1843.79	1935.98
	ANNUAL	32446.75	34069.15	35772.46	37561.26	39439.3	41411.34	43481.78	45655.79	47938.59	50335.58
Deputy Building Official	M74	Lower	Upper								
	Hourly	40.587	66.9692								
	BIWEEKLY	3246.96	5357.54								
	ANNUAL	84420.96	139295.94								
Deputy City Attorney I	M48	Lower	Upper								
	Hourly	34.1625	56.6896								
	BIWEEKLY	2733	4535.17								
	ANNUAL	71058	117914.37								
Deputy City Attorney II	M62	Lower	Upper								
	Hourly	37.5777	65.0188								

CLASSIFICATION AND SALARY LISTING AS OF June 14, 2017

	BIWEEKLY	3006.22	5201.5								
	ANNUAL	78161.62	135239.1								
Deputy City Manager	E08	Lower	Upper								
	Hourly	63.5672	87.4049								
	BIWEEKLY	5085.38	6992.39								
	ANNUAL	132219.78	181802.19								
Deputy Director-Public Works	M89	Lower	Upper								
	Hourly	50.8822	83.4145								
	BIWEEKLY	4070.58	6673.16								
	ANNUAL	105834.98	173502.16								
Deputy Housing Director	M66	Lower	Upper								
	Hourly	38.6196	63.8211								
	BIWEEKLY	3089.57	5105.69								
	ANNUAL	80328.77	132747.89								
Design & Construction Svcs Mngr	M83	Lower	Upper								
	Hourly	43.8354	72.1693								
	BIWEEKLY	3506.83	5773.54								
	ANNUAL	91177.63	150112.14								
Development Services Director	E09	Lower	Upper								
	Hourly	66.7119	91.7289								
	BIWEEKLY	5336.95	7338.31								
	ANNUAL	138760.75	190796.11								
Disaster Preparedness Coordinator	M44	Lower	Upper								
	Hourly	33.2614	55.2485								
	BIWEEKLY	2660.91	4419.88								
	ANNUAL	69183.71	114916.88								
Downtown Revitalization Manager	M48	Lower	Upper								
	Hourly	34.1625	56.6896								
	BIWEEKLY	2733	4535.17								
	ANNUAL	71058	117914.37								
Draft/Graph Technician II	A57	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	22.4474	23.5699	24.7484	25.9858	27.2851	28.6494	30.0818	31.5859	33.1652	34.8234
	BIWEEKLY	1795.79	1885.59	1979.87	2078.86	2182.81	2291.95	2406.54	2526.87	2653.22	2785.87
	ANNUAL	46690.59	49025.39	51476.67	54050.46	56753.01	59590.75	62570.14	65698.67	68983.62	72432.67
Economic Development Director	E06	Lower	Upper								
	Hourly	56.9702	78.3339								
	BIWEEKLY	4557.62	6266.71								
	ANNUAL	118498.02	162934.51								
Electrical Inspector	BIO 126.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	31.3981	33.0001	34.6834	36.4523	38.3118	40.2656	42.3192			
	BIWEEKLY	2511.85	2640.01	2774.67	2916.18	3064.94	3221.25	3385.54			
	ANNUAL	65308.05	68640.21	72141.47	75820.78	79688.54	83752.45	88023.94			
Electrician/Instrumentation Tech	BHF 112.25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	27.2473	28.6375	30.0978	31.6333	33.2465	34.9426	36.7255			
	BIWEEKLY	2179.78	2291	2407.82	2530.66	2659.72	2795.41	2938.04			
	ANNUAL	56674.38	59566	62603.42	65797.26	69152.72	72680.61	76389.04			
Emergency Med. Svcs. Coord	M44	Lower	Upper								
	Hourly	33.2614	55.2485								
	BIWEEKLY	2660.91	4419.88								
	ANNUAL	69183.71	114916.88								
Emergency Services Manager	M44	Lower	Upper								
	Hourly	33.2614	55.2485								
	BIWEEKLY	2660.91	4419.88								
	ANNUAL	69183.71	114916.88								

CLASSIFICATION AND SALARY LISTING AS OF June 14, 2017

Engineer	A97	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		34.7263	36.4627	38.2858	40.2001	42.2102	44.3206	46.5367	48.8635	51.3067	53.872
BIWEEKLY		2778.1	2917.02	3062.86	3216.01	3376.82	3545.65	3722.94	3909.08	4104.54	4309.76
ANNUAL		72230.7	75842.42	79634.46	83616.21	87797.22	92186.85	96796.34	101636.08	106717.94	112053.76
Engineer Technician I	A41	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		20.2027	21.2128	22.2734	23.3871	24.5564	25.7842	27.0734	28.427	29.8484	31.3408
BIWEEKLY		1616.22	1697.02	1781.87	1870.97	1964.51	2062.74	2165.87	2274.16	2387.87	2507.26
ANNUAL		42021.62	44122.62	46328.67	48645.17	51077.31	53631.14	56312.67	59128.16	62084.67	65188.86
Engineering Tech II	A57	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		22.4474	23.5699	24.7484	25.9858	27.2851	28.6494	30.0818	31.5859	33.1652	34.8234
BIWEEKLY		1795.79	1885.59	1979.87	2078.86	2182.81	2291.95	2406.54	2526.87	2653.22	2785.87
ANNUAL		46690.59	49025.39	51476.67	54050.46	56753.01	59590.75	62570.14	65698.67	68983.62	72432.67
Engineering Technician I/Survey Crew	A41	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		20.2027	21.2128	22.2734	23.3871	24.5564	25.7842	27.0734	28.427	29.8484	31.3408
BIWEEKLY		1616.22	1697.02	1781.87	1870.97	1964.51	2062.74	2165.87	2274.16	2387.87	2507.26
ANNUAL		42021.62	44122.62	46328.67	48645.17	51077.31	53631.14	56312.67	59128.16	62084.67	65188.86
Engineering Technician II/Survey Crew	A57	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		22.4474	23.5699	24.7484	25.9858	27.2851	28.6494	30.0818	31.5859	33.1652	34.8234
BIWEEKLY		1795.79	1885.59	1979.87	2078.86	2182.81	2291.95	2406.54	2526.87	2653.22	2785.87
ANNUAL		46690.59	49025.39	51476.67	54050.46	56753.01	59590.75	62570.14	65698.67	68983.62	72432.67
Environmental Res. Supervisor	M19	Lower	Upper								
Hourly		25.8867	43.4486								
BIWEEKLY		2070.94	3475.89								
ANNUAL		53844.34	90373.09								
E.R./MRF Manager	M87	Lower	Upper								
Hourly		46.6751	76.7099								
BIWEEKLY		3734.01	6136.79								
ANNUAL		97084.21	159556.59								
Equipment Operator	BDU 79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
Hourly		19.5721	20.5701	21.6196	22.7225	23.8814	25.0995	26.3801			
BIWEEKLY		1565.77	1645.61	1729.57	1817.8	1910.51	2007.96	2110.41			
ANNUAL		40709.97	42785.81	44968.77	47262.8	49673.31	52206.96	54870.61			
Event Attendant I	A24	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		16.3619	17.1801	18.0391	18.9411	19.8882	20.8826	21.9267	23.023	24.1742	25.3829
BIWEEKLY		1308.95	1374.41	1443.13	1515.29	1591.06	1670.61	1754.14	1841.84	1933.94	2030.63
ANNUAL		34032.75	35734.61	37521.33	39397.49	41367.46	43435.81	45607.54	47887.84	50282.34	52796.43
Event Attendant II	A30	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		17.5442	18.4214	19.3425	20.3096	21.3251	22.3914	23.511	24.6866	25.9209	27.2169
BIWEEKLY		1403.54	1473.71	1547.4	1624.77	1706.01	1791.31	1880.88	1974.93	2073.67	2177.35
ANNUAL		36491.94	38316.51	40232.4	42243.97	44356.21	46574.11	48902.88	51348.13	53915.47	56611.15
Event Attendant III	A36	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		18.5293	19.4558	20.4286	21.45	22.5225	23.6486	24.831	26.0725	27.3762	28.745
BIWEEKLY		1482.34	1556.46	1634.29	1716	1801.8	1891.89	1986.48	2085.8	2190.1	2299.6
ANNUAL		38540.94	40468.06	42491.49	44616	46846.8	49189.09	51648.48	54230.8	56942.5	59789.6
Event Coordinator	A46	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		20.8454	21.8877	22.982	24.1312	25.3377	26.6046	27.9347	29.3315	30.7981	32.338
BIWEEKLY		1667.63	1751.02	1838.56	1930.5	2027.02	2128.37	2234.78	2346.52	2463.85	2587.04
ANNUAL		43358.43	45526.42	47802.56	50192.9	52702.42	55337.57	58104.18	61009.52	64060.05	67263.04
Evidence Technician I	A53	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		21.8196	22.9106	24.0562	25.259	26.5219	27.848	29.2404	30.7025	32.2376	33.8495
BIWEEKLY		1745.57	1832.85	1924.5	2020.72	2121.75	2227.84	2339.23	2456.2	2579.01	2707.96
ANNUAL		45384.77	47654.05	50036.9	52538.72	55165.55	57923.84	60820.03	63861.2	67054.21	70406.96
Evidence Technician II	A68	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		24.1658	25.3741	26.6428	27.9749	29.3737	30.8424	32.3845	34.0037	35.704	37.4892
BIWEEKLY		1933.26	2029.93	2131.42	2237.99	2349.9	2467.39	2590.76	2720.3	2856.32	

CLASSIFICATION AND SALARY LISTING AS OF June 14, 2017

	ANNUAL	50264.86	52778.13	55417.02	58187.79	61097.3	64152.19	67359.76	70727.7	74264.32	77977.54		
Executive Assistant I	C80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Hourly	26.5108	27.8363	29.2282	30.6896	32.224	33.8352	35.527	37.3034	39.1685	41.127	43.1833	45.3425
	BIWEEKLY	2120.86	2226.9	2338.26	2455.17	2577.92	2706.82	2842.16	2984.27	3133.48	3290.16	3454.66	3627.4
	ANNUAL	55142.46	57899.5	60794.66	63834.37	67025.92	70377.22	73896.16	77591.07	81470.48	85544.16	89821.26	94312.4
Executive Assistant II	C85	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Hourly	27.8363	29.2281	30.6895	32.224	33.8352	35.527	37.3033	39.1685	41.1269	43.1832	45.3424	47.6095
	BIWEEKLY	2226.9	2338.25	2455.16	2577.92	2706.82	2842.16	2984.26	3133.48	3290.15	3454.66	3627.39	3808.76
	ANNUAL	57899.5	60794.45	63834.16	67025.92	70377.22	73896.16	77590.86	81470.48	85543.95	89821.06	94312.19	99027.76
Facilities Maint Supervisor	M19	Lower	Upper										
	Hourly	25.8867	43.4486										
	BIWEEKLY	2070.94	3475.89										
	ANNUAL	53844.34	90373.09										
Facilities Maint Worker I	BCE 62	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	16.774	17.6294	18.5291	19.474	20.4675	21.5116	22.6086					
	BIWEEKLY	1341.92	1410.35	1482.33	1557.92	1637.4	1720.93	1808.69					
	ANNUAL	34889.92	36669.15	38540.53	40505.92	42572.4	44744.13	47025.89					
Facilities Maint Worker II	BDE 72	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	18.2552	19.1861	20.165	21.1936	22.2746	23.411	24.6052					
	BIWEEKLY	1460.42	1534.89	1613.2	1695.49	1781.97	1872.88	1968.42					
	ANNUAL	37970.82	39907.09	41943.2	44082.69	46331.17	48694.88	51178.82					
Financial Analyst I	M14	Lower	Upper										
	Hourly	24.4388	41.1322										
	BIWEEKLY	1955.1	3290.58										
	ANNUAL	50832.7	85554.98										
Financial Analyst II	M22	Lower	Upper										
	Hourly	26.8666	45.0165										
	BIWEEKLY	2149.33	3601.32										
	ANNUAL	55882.53	93634.32										
Financial Analyst III	M29	Lower	Upper										
	Hourly	29.2277	48.7942										
	BIWEEKLY	2338.22	3903.54										
	ANNUAL	60793.62	101491.94										
Financial Services Manager	M62	Lower	Upper										
	Hourly	37.5777	65.0188										
	BIWEEKLY	3006.22	5201.5										
	ANNUAL	78161.62	135239.1										
Fire Captain	FC1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6						
	Hourly	38.4283	40.388	42.4476	44.6126	46.8878	49.2791						
	BIWEEKLY	3074.26	3231.04	3395.81	3569.01	3751.02	3942.33						
	ANNUAL	79930.86	84007.04	88291.01	92794.21	97526.62	102500.53						
Fire Captain (Shift)	FF2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6						
	Hourly	27.448	28.8478	30.3191	31.8653	33.4909	35.1989						
	BIWEEKLY	3074.18	3230.95	3395.74	3568.9	3750.98	3942.28						
	ANNUAL	79928.58	84004.79	88289.22	92791.7	97525.5	102499.2						
Fire Chief	E10	Lower	Upper										
	Hourly	69.4323	95.4695										
	BIWEEKLY	5554.58	7637.56										
	ANNUAL	144419.18	198576.56										
Fire Engineer	FB1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6						
	Hourly	33.0063	34.6896	36.4587	38.3179	40.2723	42.3265						
	BIWEEKLY	2640.5	2775.17	2916.7	3065.43	3221.78	3386.12						
	ANNUAL	68653.1	72154.37	75834.1	79701.23	83766.38	88039.12						
Fire Engineer (Shift)	FE2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6						

CLASSIFICATION AND SALARY LISTING AS OF June 14, 2017

	Hourly	23.5754	24.7775	26.0413	27.3698	28.7658	30.2333				
	BIWEEKLY	2640.44	2775.08	2916.63	3065.42	3221.77	3386.13				
	ANNUAL	68651.56	72152.08	75832.27	79700.86	83766.01	88039.37				
Fire Environmental Specialist I	FA1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
	Hourly	28.9642	30.4413	31.9945	33.6263	35.3413	37.1435				
	BIWEEKLY	2317.14	2435.3	2559.56	2690.1	2827.3	2971.48				
	ANNUAL	60245.54	63317.9	66548.56	69942.7	73509.9	77258.48				
Fire Environmental Specialist II	FB1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
	Hourly	33.0063	34.6896	36.4587	38.3179	40.2723	42.3265				
	BIWEEKLY	2640.5	2775.17	2916.7	3065.43	3221.78	3386.12				
	ANNUAL	68653.1	72154.37	75834.1	79701.23	83766.38	88039.12				
Fire Inspector	FB1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
	Hourly	33.0063	34.6896	36.4587	38.3179	40.2723	42.3265				
	BIWEEKLY	2640.5	2775.17	2916.7	3065.43	3221.78	3386.12				
	ANNUAL	68653.1	72154.37	75834.1	79701.23	83766.38	88039.12				
Fire Inspector (Shift)	FE2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
	Hourly	23.5754	24.7775	26.0413	27.3698	28.7658	30.2333				
	BIWEEKLY	2640.44	2775.08	2916.63	3065.42	3221.77	3386.13				
	ANNUAL	68651.56	72152.08	75832.27	79700.86	83766.01	88039.37				
Firefighter (Shift)	FD2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
	Hourly	20.6888	21.7437	22.8529	24.0191	25.2444	26.5313				
	BIWEEKLY	2317.15	2435.29	2559.52	2690.14	2827.37	2971.51				
	ANNUAL	60245.79	63317.65	66547.64	69943.62	73511.69	77259.15				
Firefighter Trainee & Firefighter Trainee Limited Term		Step 1									
	Hourly	24.9865									
	BIWEEKLY	1998.92									
	ANNUAL	51971.92									
Fleet Services Maint Worker	BCC 61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	16.6078	17.455	18.3456	19.2813	20.2648	21.2985	22.3849			
	BIWEEKLY	1328.62	1396.4	1467.65	1542.5	1621.18	1703.88	1790.79			
	ANNUAL	34544.22	36306.4	38158.85	40105.1	42150.78	44300.88	46560.59			
Fleet Services Manager	M44	Lower	Upper								
	Hourly	33.2614	55.2485								
	BIWEEKLY	2660.91	4419.88								
	ANNUAL	69183.71	114916.88								
Fleet Service Mechanic I	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	23.8814	25.0995	26.3801	27.7254	29.14	30.6262	32.1886			
	BIWEEKLY	1910.51	2007.96	2110.41	2218.03	2331.2	2450.1	2575.09			
	ANNUAL	49673.31	52206.96	54870.61	57668.83	60611.2	63702.5	66952.29			
Fleet Services Mechanic II	BGJ 104	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	25.0995	26.3801	27.7254	29.14	30.6262	32.1886	33.8306			
	BIWEEKLY	2007.96	2110.41	2218.03	2331.2	2450.1	2575.09	2706.45			
	ANNUAL	52206.96	54870.61	57668.83	60611.2	63702.5	66952.29	70367.65			
Fleet Services Mechanic Supervisor	M16	Lower	Upper								
	Hourly	24.8273	42.8227								
	BIWEEKLY	1986.18	3425.82								
	ANNUAL	51640.78	89071.22								
Fleet Services Operations Manager	M19	Lower	Upper								
	Hourly	25.8867	43.4486								
	BIWEEKLY	2070.94	3475.89								
	ANNUAL	53844.34	90373.09								
Geograph Info Systems Tech I	A50	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	21.3253	22.3917	23.5112	24.6868	25.9211	27.2171	28.578	30.0069	31.5072	33.0826
	BIWEEKLY	1706.02	1791.33	1880.89	1974.94	2073.68	2177.36	2286.24	2400.5	2520.57	2640.44

CLASSIFICATION AND SALARY LISTING AS OF June 14, 2017

	ANNUAL	44356.62	46574.73	48903.29	51348.54	53915.88	56611.56	59442.24	62413.1	65534.97	62098.81
Geograph Info Systems Tech II	A70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	24.3197	25.5356	26.8123	28.1529	29.5605	31.0385	32.5904	34.22	35.931	37.7276
	BIWEEKLY	1945.58	2042.85	2144.98	2252.23	2364.84	2483.08	2607.23	2737.6	2874.48	3018.21
	ANNUAL	50584.98	53114.05	55769.58	58558.03	61485.84	64560.08	67788.03	71177.6	74736.48	78473.41
Geograph Info Systems Tech III	A78	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	25.4848	26.7591	28.097	29.5019	30.977	32.5259	34.1522	35.8597	37.6527	39.5353
	BIWEEKLY	2038.78	2140.73	2247.76	2360.15	2478.16	2602.07	2732.18	2868.78	3012.22	3162.82
	ANNUAL	53008.38	55658.93	58441.76	61363.95	64432.16	67653.87	71036.58	74588.18	78317.62	82233.42
GIS Coordinator	M51	Lower	Upper								
	Hourly	34.9224	57.9094								
	BIWEEKLY	2793.79	4632.75								
	ANNUAL	72638.59	120451.55								
Graffiti Action Coordinator	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	23.8814	25.0995	26.3801	27.7254	29.14	30.6262	32.1886			
	BIWEEKLY	1910.51	2007.96	2110.41	2218.03	2331.2	2450.1	2575.09			
	ANNUAL	49673.31	52206.96	54870.61	57668.83	60611.2	63702.5	66952.29			
Grants Coordinator	M36	Lower	Upper								
	Hourly	30.9946	51.6214								
	BIWEEKLY	2479.57	4129.71								
	ANNUAL	64468.77	107372.51								
Grants Specialist I	A63	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	23.2169	24.3778	25.5967	26.8765	28.2203	29.6314	31.113	32.6686	34.302	36.0171
	BIWEEKLY	1857.35	1950.22	2047.74	2150.12	2257.62	2370.51	2489.04	2613.49	2744.16	2881.37
	ANNUAL	48291.15	50705.82	53241.14	55903.12	58698.22	61633.31	64715.04	67950.69	71348.16	74915.57
Grants Specialist II	A80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	25.7966	27.0864	28.4408	29.8628	31.356	32.9239	34.57	36.2985	38.1134	40.0191
	BIWEEKLY	2063.73	2166.91	2275.26	2389.02	2508.48	2633.91	2765.6	2903.88	3049.07	3201.53
	ANNUAL	53656.93	56339.71	59156.86	62114.62	65220.48	68481.71	71905.6	75500.88	79275.87	83239.73
Graphic Designer	A40	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	20.1859	21.1952	22.255	23.3677	24.5361	25.763	27.0511	28.4036	29.8238	31.315
	BIWEEKLY	1614.87	1695.62	1780.4	1869.42	1962.89	2061.04	2164.09	2272.29	2385.9	2505.2
	ANNUAL	41986.67	44086.02	46290.4	48604.82	51035.09	53587.04	56266.29	59079.49	62033.5	65135.2
Groundswoker I	BCA 60	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	16.4436	17.2824	18.1641	19.0903	20.0642	21.0878	22.1632			
	BIWEEKLY	1315.49	1382.59	1453.13	1527.22	1605.14	1687.02	1773.06			
	ANNUAL	34202.69	35947.39	37781.33	39707.82	41733.54	43862.62	46099.46			
Groundswoker II	BDA 70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	17.8957	18.8083	19.7677	20.7761	21.8358	22.9499	24.1202			
	BIWEEKLY	1431.66	1504.66	1581.42	1662.09	1746.86	1835.99	1929.62			
	ANNUAL	37223.06	39121.26	41116.82	43214.29	45418.46	47735.79	50170.02			
Homeless Assistance Prog Coord	M29	Lower	Upper								
	Hourly	29.2277	48.7942								
	BIWEEKLY	2338.22	3903.54								
	ANNUAL	60793.62	101491.94								
Housing Contract Admin	A61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	23.1617	24.3198	25.5357	26.8125	28.1531	29.5608	31.0389	32.5908	34.2204	35.9314
	BIWEEKLY	1852.94	1945.58	2042.86	2145	2252.25	2364.86	2483.11	2607.26	2737.63	2874.51
	ANNUAL	48176.34	50585.18	53114.26	55770	58558.45	61486.46	64560.91	67788.86	71178.43	74737.31
Housing Director	E06	Lower	Upper								
	Hourly	56.9702	78.3339								
	BIWEEKLY	4557.62	6266.71								
	ANNUAL	118498.02	162934.51								
Housing Engineer	A89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10

CITY OF OXNARD

M.2.d

CLASSIFICATION AND SALARY LISTING AS OF June 14, 2017

	Hourly	29.2989	30.7638	32.302	33.917	35.6129	37.3935	39.2632	41.2264	43.2877	45.452
	BIWEEKLY	2343.91	2461.1	2584.16	2713.36	2849.03	2991.48	3141.06	3298.11	3463.02	3636.16
	ANNUAL	60941.71	63988.7	67188.16	70547.36	74074.83	77778.48	81667.46	85750.91	90038.42	94540.16
Housing Inspector	BDU 79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	19.5721	20.5701	21.6196	22.7225	23.8814	25.0995	26.3801			
	BIWEEKLY	1565.77	1645.61	1729.57	1817.8	1910.51	2007.96	2110.41			
	ANNUAL	40709.97	42785.81	44968.77	47262.8	49673.31	52206.96	54870.61			
Housing Maint. Superintendent	M38	Lower	Upper								
	Hourly	31.6529	52.6746								
	BIWEEKLY	2532.23	4213.97								
	ANNUAL	65838.03	109563.17								
Housing Maintenance Supervisor	M14	Lower	Upper								
	Hourly	24.4388	41.1322								
	BIWEEKLY	1955.1	3290.58								
	ANNUAL	50832.7	85554.98								
Housing Modernization Super.	M38	Lower	Upper								
	Hourly	31.6529	52.6746								
	BIWEEKLY	2532.23	4213.97								
	ANNUAL	65838.03	109563.17								
Housing Program Supervisor	M29	Lower	Upper								
	Hourly	29.2277	48.7942								
	BIWEEKLY	2338.22	3903.54								
	ANNUAL	60793.62	101491.94								
Housing Programs Manager	M51	Lower	Upper								
	Hourly	34.9224	57.9094								
	BIWEEKLY	2793.79	4632.75								
	ANNUAL	72638.59	120451.55								
Housing Rehab. Prog Manager	M38	Lower	Upper								
	Hourly	31.6529	52.6746								
	BIWEEKLY	2532.23	4213.97								
	ANNUAL	65838.03	109563.17								
Housing Specialist I	A44	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	20.5755	21.6043	22.6845	23.8187	25.0097	26.2602	27.5733	28.9519	30.3995	31.9195
	BIWEEKLY	1646.04	1728.34	1814.76	1905.5	2000.78	2100.82	2205.86	2316.15	2431.96	2553.56
	ANNUAL	42797.04	44936.94	47183.76	49542.9	52020.18	54621.22	57352.46	60219.95	63230.96	66392.56
Housing Specialist II	A59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	22.8619	24.005	25.2052	26.4655	27.7888	29.1782	30.6371	32.169	33.7774	35.4663
	BIWEEKLY	1828.95	1920.4	2016.42	2117.24	2223.1	2334.26	2450.97	2573.52	2702.19	2837.3
	ANNUAL	47552.75	49930.4	52426.82	55048.24	57800.7	60690.66	63725.17	66911.52	70256.99	73769.9
Housing Specialist Trainee	A33	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	18.2895	19.2039	20.1642	21.1723	22.231	23.3426	24.5097	25.7352	27.0219	28.373
	BIWEEKLY	1463.16	1536.31	1613.14	1693.78	1778.48	1867.41	1960.78	2058.82	2161.75	2269.84
	ANNUAL	38042.16	39944.11	41941.54	44038.38	46240.48	48552.61	50980.18	53529.22	56205.55	59015.84
Human Resources Director	E08	Lower	Upper								
	Hourly	63.5672	87.4049								
	BIWEEKLY	5085.38	6992.39								
	ANNUAL	132219.78	181802.19								
Human Resources Analyst I	M14	Lower	Upper								
	Hourly	24.4388	41.1322								
	BIWEEKLY	1955.1	3290.58								
	ANNUAL	50832.7	85554.98								
Human Resources Analyst II	M22	Lower	Upper								
	Hourly	26.8666	45.0165								
	BIWEEKLY	2149.33	3601.32								
	ANNUAL	55882.53	93634.32								

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING AS OF June 14, 2017

M.2.d

Human Resources Manager	M62	Lower	Upper										
	Hourly	37.5777	65.0188										
	BIWEEKLY	3006.22	5201.5										
	ANNUAL	78161.62	135239.1										
Human Resources Technician	C70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Hourly	24.1008	25.3058	26.5711	27.8997	29.2947	30.7594	32.2974	33.9122	35.6079	37.3883	39.2577	41.2205
	BIWEEKLY	1928.06	2024.46	2125.69	2231.98	2343.58	2460.75	2583.79	2712.98	2848.63	2991.06	3140.62	3297.64
	ANNUAL	50129.66	52636.06	55267.89	58031.38	60932.98	63979.55	67178.59	70537.38	74064.43	77767.66	81656.02	85738.64
HVAC Technician	BES 89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	21.6196	22.7225	23.8814	25.0995	26.3801	27.7254	29.14					
	BIWEEKLY	1729.57	1817.8	1910.51	2007.96	2110.41	2218.03	2331.2					
	ANNUAL	44968.77	47262.8	49673.31	52206.96	54870.61	57668.83	60611.2					
Intern - Extra Help		Lower	Upper										
	Hourly	15.0000	30.0000										
	BIWEEKLY	1200.00	2400.00										
	ANNUAL	31200.00	62400.00										
Information Technology Director	E06	Lower	Upper										
	Hourly	56.9702	78.3339										
	BIWEEKLY	4557.62	6266.71										
	ANNUAL	118498.02	162934.51										
Instrumentation Technician	BHF 112.25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	27.2473	28.6375	30.0978	31.6333	33.2465	34.9426	36.7255					
	BIWEEKLY	2179.78	2291	2407.82	2530.66	2659.72	2795.41	2938.04					
	ANNUAL	56674.38	59566	62603.42	65797.26	69152.72	72680.61	76389.04					
Junior Civil Engineer	A89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	29.2989	30.7638	32.302	33.917	35.6129	37.3935	39.2632	41.2264	43.2877	45.452		
	BIWEEKLY	2343.91	2461.1	2584.16	2713.36	2849.03	2991.48	3141.06	3298.11	3463.02	3636.16		
	ANNUAL	60941.71	63988.7	67188.16	70547.36	74074.83	77778.48	81667.46	85750.91	90038.42	94540.16		
Junior Plan Check Engineer	A89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	29.2989	30.7638	32.302	33.917	35.6129	37.3935	39.2632	41.2264	43.2877	45.452		
	BIWEEKLY	2343.91	2461.1	2584.16	2713.36	2849.03	2991.48	3141.06	3298.11	3463.02	3636.16		
	ANNUAL	60941.71	63988.7	67188.16	70547.36	74074.83	77778.48	81667.46	85750.91	90038.42	94540.16		
Laboratory Assistant	A40	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	20.1859	21.1952	22.255	23.3677	24.5361	25.763	27.0511	28.4036	29.8238	31.315		
	BIWEEKLY	1614.87	1695.62	1780.4	1869.42	1962.89	2061.04	2164.09	2272.29	2385.9	2505.2		
	ANNUAL	41986.67	44086.02	46290.4	48604.82	51035.09	53587.04	56266.29	59079.49	62033.5	65135.2		
Laboratory Sueprvisor	M26	Lower	Upper										
	Hourly	28.3736	47.4282										
	BIWEEKLY	2269.89	71.1423										
	ANNUAL	59017.09	98650.66										
Laboratory Technician	A56	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	22.4145	23.5353	24.7121	25.9477	27.245	28.6072	30.0376	31.5394	33.1164	34.7723		
	BIWEEKLY	1793.16	1882.82	1976.97	2075.82	2179.6	2288.58	2403.01	2523.15	2649.31	2781.78		
	ANNUAL	46622.16	48953.42	51401.17	53971.22	56669.6	59502.98	62478.21	65601.95	68882.11	72326.38		
Landscape Inspector I	BDA 70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	17.8957	18.8083	19.7677	20.7761	21.8358	22.9499	24.1202					
	BIWEEKLY	1431.66	1504.66	1581.42	1662.09	1746.86	1835.99	1929.62					
	ANNUAL	37223.06	39121.26	41116.82	43214.29	45418.46	47735.79	50170.02					
Landscape Inspector II	BEA 80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	19.7677	20.7761	21.8358	22.9499	24.1202	25.3505	26.6437					
	BIWEEKLY	1581.42	1662.09	1746.86	1835.99	1929.62	2028.04	2131.5					
	ANNUAL	41116.82	43214.29	45418.46	47735.79	50170.02	52729.04	55418.9					
Law Office Manager	M19	Lower	Upper										

Packet Pg. 380

CLASSIFICATION AND SALARY LISTING AS OF June 14, 2017

Hourly	25.8867	43.4486
BIWEEKLY	2070.94	3475.89
ANNUAL	53844.34	90373.09

Librarian I	A47	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	20.8651	21.9084	23.0038	24.1539	25.3616	26.6297	27.9612	29.3592	30.8272	32.3685
	BIWEEKLY	1669.21	1752.67	1840.3	1932.31	2028.93	2130.38	2236.9	2348.74	2466.18	2589.48
	ANNUAL	43399.41	45569.47	47847.9	50240.11	52752.13	55389.78	58159.3	61067.14	64120.58	67326.48
Librarian II	A62	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	23.1834	24.3425	25.5597	26.8376	28.1795	29.5886	31.068	32.6213	34.2524	35.965
	BIWEEKLY	1854.67	1947.4	2044.78	2147.01	2254.36	2367.09	2485.44	2609.7	2740.19	2877.2
	ANNUAL	48221.47	50632.4	53164.18	55822.21	58613.36	61544.29	64621.44	67852.3	71244.99	74807.2
Librarian III	A79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	25.5016	26.7767	28.1156	29.5214	30.9974	32.5473	34.1747	35.8834	37.6776	39.5614
	BIWEEKLY	2040.13	2142.14	2249.25	2361.71	2479.79	2603.78	2733.98	2870.67	3014.21	3164.91
	ANNUAL	53043.33	55695.54	58480.45	61404.51	64474.59	67698.38	71083.38	74637.47	78369.41	82287.71
Library Aide I	A15	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	14.188	14.8974	15.6423	16.4244	17.2457	18.108	19.0133	19.964	20.9621	22.0103
	BIWEEKLY	1135.04	1191.79	1251.38	1313.95	1379.66	1448.64	1521.06	1597.12	1676.97	1760.82
	ANNUAL	29511.04	30986.59	32535.98	34162.75	35871.06	37664.64	39547.66	41525.12	43601.17	45781.42
Library Aide II	A21	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	15.7137	16.4994	17.3244	18.1906	19.1001	20.0551	21.0579	22.1108	23.2164	24.3773
	BIWEEKLY	1257.1	1319.95	1385.95	1455.25	1528.01	1604.41	1684.63	1768.86	1857.31	1950.18
	ANNUAL	32684.5	34318.75	36034.75	37836.45	39728.21	41714.61	43800.43	45990.46	48290.11	50704.78
Library Aide III	A28	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	17.2392	18.1012	19.0063	19.9566	20.9766	22.0022	23.1023	24.2574	25.4703	26.7438
	BIWEEKLY	1379.14	1448.1	1520.5	1596.53	1678.13	1760.18	1848.18	1940.59	2037.62	2139.5
	ANNUAL	35857.54	37650.5	39533.1	41509.73	43631.33	45764.58	48052.78	50455.39	52978.22	55627.1
Library Circulation Supervisor	M14	Lower	Upper								
	Hourly	24.4388	41.1322								
	BIWEEKLY	1955.1	3290.58								
	ANNUAL	50832.7	85554.98								
Library Director	E06	Lower	Upper								
	Hourly	56.9702	78.3339								
	BIWEEKLY	4557.62	6266.71								
	ANNUAL	118498.02	162934.51								
Library Monitor	A11	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	13.311	13.9766	14.6754	15.4091	16.1796	16.9886	17.8381	18.73	19.6664	20.6497
	BIWEEKLY	1064.88	1118.13	1174.03	1232.73	1294.37	1359.09	1427.05	1498.4	1573.31	1651.98
	ANNUAL	27686.88	29071.33	30524.83	32050.93	33653.57	35336.29	37103.25	38958.4	40906.11	42951.38
Library Services Supervisor	M26	Lower	Upper								
	Hourly	28.3736	47.4282								
	BIWEEKLY	2269.89	71.1423								
	ANNUAL	59017.09	98650.66								
Literacy Coordinator	A47	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	20.8651	21.9084	23.0038	24.1539	25.3616	26.6297	27.9612	29.3592	30.8272	32.3685
	BIWEEKLY	1669.21	1752.67	1840.3	1932.31	2028.93	2130.38	2236.9	2348.74	2466.18	2589.48
	ANNUAL	43399.41	45569.47	47847.9	50240.11	52752.13	55389.78	58159.3	61067.14	64120.58	67326.48
Mail Clerk	A15	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	14.188	14.8974	15.6423	16.4244	17.2457	18.108	19.0133	19.964	20.9621	22.0103
	BIWEEKLY	1135.04	1191.79	1251.38	1313.95	1379.66	1448.64	1521.06	1597.12	1676.97	1760.82
	ANNUAL	29511.04	30986.59	32535.98	34162.75	35871.06	37664.64	39547.66	41525.12	43601.17	45781.42
Maintenance Carpenter	BEQ 88	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	21.4056	22.4978	23.6449	24.8511	26.1188	27.4511	28.8514			
	BIWEEKLY	1712.45	1799.82	1891.59	1988.09	2089.5	2196.09	2308.11			
	ANNUAL	44523.65	46795.42	49181.39	51690.29	54327.1	57098.29	60010.91			

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING AS OF June 14, 2017

M.2.d

Maintenance District Admin.	M29	Lower	Upper									
	Hourly	29.2277	48.7942									
	BIWEEKLY	2338.22	3903.54									
	ANNUAL	60793.62	101491.94									
Maintenance Electrician	BES 89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7				
	Hourly	21.6196	22.7225	23.8814	25.0995	26.3801	27.7254	29.14				
	BIWEEKLY	1729.57	1817.8	1910.51	2007.96	2110.41	2218.03	2331.2				
	ANNUAL	44968.77	47262.8	49673.31	52206.96	54870.61	57668.83	60611.2				
Maintenance Plumber	BEQ 88	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7				
	Hourly	21.4056	22.4978	23.6449	24.8511	26.1188	27.4511	28.8514				
	BIWEEKLY	1712.45	1799.82	1891.59	1988.09	2089.5	2196.09	2308.11				
	ANNUAL	44523.65	46795.42	49181.39	51690.29	54327.1	57098.29	60010.91				
Maintenance Services Manager	M85	Lower	Upper									
	Hourly	45.7393	75.2253									
	BIWEEKLY	3659.14	6018.02									
	ANNUAL	95137.74	156468.62									
Maintenance Worker Housing Authority	BDA 70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7				
	Hourly	17.8957	18.8083	19.7677	20.7761	21.8358	22.9499	24.1202				
	BIWEEKLY	1431.66	1504.66	1581.42	1662.09	1746.86	1835.99	1929.62				
	ANNUAL	37223.06	39121.26	41116.82	43214.29	45418.46	47735.79	50170.02				
Maintenance Worker Trainee	BAK 45	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7				
	Hourly	13.9543	14.666	15.4143	16.2006	17.027	17.8957	18.8083				
	BIWEEKLY	1116.34	1173.28	1233.14	1296.05	1362.16	1431.66	1504.66				
	ANNUAL	29024.94	30505.28	32061.74	33697.25	35416.16	37223.06	39121.26				
Management Accountant/Auditor	M29	Lower	Upper									
	Hourly	29.2277	48.7942									
	BIWEEKLY	2338.22	3903.54									
	ANNUAL	60793.62	101491.94									
Management Analyst I	M14	Lower	Upper									
	Hourly	24.4388	41.1322									
	BIWEEKLY	1955.1	3290.58									
	ANNUAL	50832.7	85554.98									
Management Analyst II	M22	Lower	Upper									
	Hourly	26.8666	45.0165									
	BIWEEKLY	2149.33	3601.32									
	ANNUAL	55882.53	93634.32									
Management Analyst III	M29	Lower	Upper									
	Hourly	29.2277	48.7942									
	BIWEEKLY	2338.22	3903.54									
	ANNUAL	60793.62	101491.94									
Mayor	BIWEEKLY	1701.01										
	ANNUAL	20412.08										
Meter Reader	BDA 70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7				
	Hourly	17.8957	18.8083	19.7677	20.7761	21.8358	22.9499	24.1202				
	BIWEEKLY	1431.66	1504.66	1581.42	1662.09	1746.86	1835.99	1929.62				
	ANNUAL	37223.06	39121.26	41116.82	43214.29	45418.46	47735.79	50170.02				
Meter Repair Worker	BDK 75	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7				
	Hourly	18.8083	19.7677	20.7761	21.8358	22.9499	24.1202	25.3505				
	BIWEEKLY	1504.66	1581.42	1662.09	1746.86	1835.99	1929.62	2028.04				
	ANNUAL	39121.26	41116.82	43214.29	45418.46	47735.79	50170.02	52729.04				
Missing Persons Specialist	A34	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
	Hourly	18.3002	19.2153	20.176	21.1848	22.2441	23.3563	24.5241	25.7503	27.0379	28.3898	
	BIWEEKLY	1464.02	1537.22	1614.08	1694.78	1779.53	1868.5	1961.93	2060.02	2163.03	2271.18	
	ANNUAL	38064.42	39967.82	41966.08	44064.38	46267.73	48581.1	51010.13	53560.62	56238.83		

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING AS OF June 14, 2017

M.2.d

MRF Dispatcher	BDI 74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	18.6219	19.5721	20.5701	21.6196	22.7225	23.8814	25.0995					
	BIWEEKLY	1489.75	1565.77	1645.61	1729.57	1817.8	1910.51	2007.96					
	ANNUAL	38733.55	40709.97	42785.81	44968.77	47262.8	49673.31	52206.96					
MRF Machinery Operator	BDU 79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	19.5721	20.5701	21.6196	22.7225	23.8814	25.0995	26.3801					
	BIWEEKLY	1565.77	1645.61	1729.57	1817.8	1910.51	2007.96	2110.41					
	ANNUAL	40709.97	42785.81	44968.77	47262.8	49673.31	52206.96	54870.61					
MRF Manager	M36	Lower	Upper										
	Hourly	30.9946	51.6214										
	BIWEEKLY	2479.57	4129.71										
	ANNUAL	64468.77	107372.51										
MRF Mechanic	BES 89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	21.6196	22.7225	23.8814	25.0995	26.3801	27.7254	29.14					
	BIWEEKLY	1729.57	1817.8	1910.51	2007.96	2110.41	2218.03	2331.2					
	ANNUAL	44968.77	47262.8	49673.31	52206.96	54870.61	57668.83	60611.2					
Network Services Coordinator	M14	Lower	Upper										
	Hourly	24.4388	41.1322										
	BIWEEKLY	1955.1	3290.58										
	ANNUAL	50832.7	85554.98										
Office Assistant I	A10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	12.6624	13.2955	13.9602	14.6582	15.3911	16.1607	16.9687	17.8172	18.708	19.6435		
	BIWEEKLY	1012.99	1063.64	1116.82	1172.66	1231.29	1292.86	1357.5	1425.38	1496.64	1571.48		
	ANNUAL	26337.79	27654.64	29037.22	30489.06	32013.49	33614.26	35294.9	37059.78	38912.64	40858.48		
Office Assistant I (C)	C10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Hourly	13.1757	13.8345	14.5262	15.2525	16.0151	16.8159	17.6567	18.5395	19.4665	20.4398	21.4618	22.5349
	BIWEEKLY	1054.06	1106.76	1162.1	1220.2	1281.21	1345.27	1412.54	1483.16	1557.32	1635.18	1716.94	1802.79
	ANNUAL	27405.46	28775.76	30214.5	31725.2	33311.41	34977.07	36725.94	38562.16	40490.32	42514.78	44640.54	46872.59
Office Assistant II	A15	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	14.188	14.8974	15.6423	16.4244	17.2457	18.108	19.0133	19.964	20.9621	22.0103		
	BIWEEKLY	1135.04	1191.79	1251.38	1313.95	1379.66	1448.64	1521.06	1597.12	1676.97	1760.82		
	ANNUAL	29511.04	30986.59	32535.98	34162.75	35871.06	37664.64	39547.66	41525.12	43601.17	45781.42		
Office Assistant II (C)	C20	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Hourly	14.7632	15.5014	16.2764	17.0902	17.9448	18.842	19.7841	20.7733	21.812	22.9026	24.0477	25.2501
	BIWEEKLY	1181.06	1240.11	1302.11	1367.22	1435.58	1507.36	1582.73	1661.86	1744.96	1832.21	1923.82	2020.01
	ANNUAL	30707.46	32242.91	33854.91	35547.62	37325.18	39191.36	41150.93	43208.46	45368.96	47637.41	50019.22	52520.21
Operations Manager/Chief Operator	M32	Lower	Upper										
	Hourly	29.777	49.6734										
	BIWEEKLY	2382.16	3973.87										
	ANNUAL	61936.16	103320.67										
Outreach/Education Specialist	A61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	23.1617	24.3198	25.5357	26.8125	28.1531	29.5608	31.0389	32.5908	34.2204	35.9314		
	BIWEEKLY	1852.94	1945.58	2042.86	2145	2252.25	2364.86	2483.11	2607.26	2737.63	2874.51		
	ANNUAL	48176.34	50585.18	53114.26	55770	58558.45	61486.46	64560.91	67788.86	71178.43	74737.31		
Paralegal	C75	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Hourly	24.6393	25.8713	27.1648	28.5231	29.9492	31.4467	33.019	34.67	36.4035	38.2236	40.1348	42.1416
	BIWEEKLY	1971.14	2069.7	2173.18	2281.85	2395.94	2515.74	2641.52	2773.6	2912.28	3057.89	3210.78	3371.33
	ANNUAL	51249.74	53812.3	56502.78	59328.05	62294.34	65409.14	68679.52	72113.6	75719.28	79505.09	83480.38	87654.53
Parks Maintenance Supervisor	M14	Lower	Upper										
	Hourly	24.4388	41.1322										
	BIWEEKLY	1955.1	3290.58										
	ANNUAL	50832.7	85554.98										
Parks Manager	M44	Lower	Upper										
	Hourly	33.2614	55.2485										

Packet Pg. 383

CLASSIFICATION AND SALARY LISTING AS OF June 14, 2017

	BIWEEKLY	2660.91	4419.88								
	ANNUAL	69183.71	114916.88								
Performing Arts Center Manager	M48	Lower	Upper								
	Hourly	34.1625	56.6896								
	BIWEEKLY	2733	4535.17								
	ANNUAL	71058	117914.37								
Permit Coordinator	M29	Lower	Upper								
	Hourly	29.2277	48.7942								
	BIWEEKLY	2338.22	3903.54								
	ANNUAL	60793.62	101491.94								
Permit Technician	A55	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	22.3509	23.4684	24.6418	25.8738	27.1675	28.5258	29.9521	31.4497	33.0222	34.6733
	BIWEEKLY	1788.07	1877.47	1971.34	2069.9	2173.4	2282.06	2396.17	2515.98	2641.78	2773.86
	ANNUAL	46489.87	48814.27	51254.94	53817.5	56508.4	59333.66	62300.37	65415.38	68686.18	72120.46
Plan Check Engineer	A97	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	34.7263	36.4627	38.2858	40.2001	42.2102	44.3206	46.5367	48.8635	51.3067	53.872
	BIWEEKLY	2778.1	2917.02	3062.86	3216.01	3376.82	3545.65	3722.94	3909.08	4104.54	4309.76
	ANNUAL	72230.7	75842.42	79634.46	83616.21	87797.22	92186.85	96796.34	101636.08	106717.94	112053.76
Planning & Envirn Svcs Mngr	M81	Lower	Upper								
	Hourly	42.4184	69.8993								
	BIWEEKLY	3393.47	5591.94								
	ANNUAL	88230.27	145390.54								
Plans Examiner I	A66	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	23.6657	24.849	26.0915	27.3961	28.7658	30.2041	31.7144	33.3	34.9651	36.7134
	BIWEEKLY	1893.26	1987.92	2087.32	2191.69	2301.26	2416.33	2537.15	2664	2797.21	2937.07
	ANNUAL	49224.66	51685.92	54270.32	56983.89	59832.86	62824.53	65965.95	69264	72727.41	76363.87
Plans Examiner II	A81	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	26.2953	27.6101	28.9905	30.4401	31.9621	33.5602	35.2382	37.0002	38.8502	40.7927
	BIWEEKLY	2103.62	2208.81	2319.24	2435.21	2556.97	2684.82	2819.06	2960.02	3108.02	3263.42
	ANNUAL	54694.22	57429.01	60300.24	63315.41	66481.17	69805.22	73295.46	76960.42	80808.42	84848.82
Police Chief	E11	Lower	Upper								
	Hourly	80.8597	111.1822								
	BIWEEKLY	6468.78	8894.58								
	ANNUAL	168188.18	231258.98								
Police Commander	PS5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
	Hourly	56.7607	59.6563	62.699	65.8974	69.2589	72.7912	76.4308	80.2527		
	BIWEEKLY	4540.86	4772.5	5015.92	5271.79	5540.71	5823.3	6114.46	6420.22		
	ANNUAL	118062.26	124085.1	130413.92	137066.59	144058.51	151405.7	158976.06	166925.62		
Police Financial/Grants Mngr	M62	Lower	Upper								
	Hourly	37.5777	65.0188								
	BIWEEKLY	3006.22	5201.5								
	ANNUAL	78161.62	135239.1								
Police Officer I	P91	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
	Hourly	32.7603	34.4314	36.1877	38.0338	39.9738	42.0131				
	BIWEEKLY	2620.82	2754.51	2895.02	3042.7	3197.9	3361.05				
	ANNUAL	68141.42	71617.31	75270.42	79110.3	83145.5	87387.25				
Police Officer II	P91	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
	Hourly	32.7603	34.4314	36.1877	38.0338	39.9738	42.0131				
	BIWEEKLY	2620.82	2754.51	2895.02	3042.7	3197.9	3361.05				
	ANNUAL	68141.42	71617.31	75270.42	79110.3	83145.5	87387.25				
Police Officer III	P99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
	Hourly	36.1891	38.0338	39.9738	42.0131	44.1559	46.4083				
	BIWEEKLY	2895.13	3042.7	3197.9	3361.05	3532.47	3712.66				
	ANNUAL	75273.33	79110.3	83145.5	87387.25	91844.27	96529.26				

CLASSIFICATION AND SALARY LISTING AS OF June 14, 2017

Police Records Manager	M40	Lower	Upper								
	Hourly	32.2617	53.649								
	BIWEEKLY	2580.94	4291.92								
	ANNUAL	67104.34	111589.92								
Police Records Supervisor	M11	Lower	Upper								
	Hourly	23.7584	40.0431								
	BIWEEKLY	1900.67	3203.45								
	ANNUAL	49417.47	83289.65								
Police Records Technician I	A11	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	13.311	13.9766	14.6754	15.4091	16.1796	16.9886	17.8381	18.73	19.6664	20.6497
	BIWEEKLY	1064.88	1118.13	1174.03	1232.73	1294.37	1359.09	1427.05	1498.4	1573.31	1651.98
	ANNUAL	27686.88	29071.33	30524.83	32050.93	33653.57	35336.29	37103.25	38958.4	40906.11	42951.38
Police Records Technician II	A17	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	14.8365	15.5784	16.3572	17.1751	18.0338	18.9355	19.8822	20.8763	21.9202	23.0162
	BIWEEKLY	1186.92	1246.27	1308.58	1374.01	1442.7	1514.84	1590.58	1670.1	1753.62	1841.3
	ANNUAL	30859.92	32403.07	34022.98	35724.21	37510.3	39385.84	41354.98	43422.7	45594.02	47873.7
Police Records Technician III	A24	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	16.3619	17.1801	18.0391	18.9411	19.8882	20.8826	21.9267	23.023	24.1742	25.3829
	BIWEEKLY	1308.95	1374.41	1443.13	1515.29	1591.06	1670.61	1754.14	1841.84	1933.94	2030.63
	ANNUAL	34032.75	35734.61	37521.33	39397.49	41367.46	43435.81	45607.54	47887.84	50282.34	52796.43
Police Sergeant	P06	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
	Hourly	38.0338	39.9738	42.0131	44.1559	46.4085	48.7759	51.2636	53.879		
	BIWEEKLY	3042.7	3197.9	3361.05	3532.47	3712.68	3902.07	4101.09	4310.32		
	ANNUAL	79110.3	83145.5	87387.25	91844.27	96529.68	101453.87	106628.29	112068.32		
Police Service Officer	P72	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
	Hourly	28.427	29.8768	31.4008	33.0025	34.686	36.4554				
	BIWEEKLY	2274.16	2390.14	2512.06	2640.2	2774.88	2916.43				
	ANNUAL	59128.16	62143.74	65313.66	68645.2	72146.88	75827.23				
Police Word Processor I	A23	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	16.0187	16.8196	17.6606	18.5436	19.4708	20.4444	21.4666	22.54	23.667	24.8503
	BIWEEKLY	1281.5	1345.57	1412.85	1483.49	1557.66	1635.55	1717.33	1803.2	1893.36	1988.02
	ANNUAL	33318.9	34984.77	36734.05	38570.69	40499.26	42524.35	44650.53	46883.2	49227.36	51688.62
Police Word Processor II	A30	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	17.5442	18.4214	19.3425	20.3096	21.3251	22.3914	23.511	24.6866	25.9209	27.2169
	BIWEEKLY	1403.54	1473.71	1547.4	1624.77	1706.01	1791.31	1880.88	1974.93	2073.67	2177.35
	ANNUAL	36491.94	38316.51	40232.4	42243.97	44356.21	46574.11	48902.88	51348.13	53915.47	56611.15
Police Word Processor III	A38	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	19.0699	20.0234	21.0245	22.0758	23.1795	24.3385	25.5555	26.8332	28.175	29.5837
	BIWEEKLY	1525.59	1601.87	1681.96	1766.06	1854.36	1947.08	2044.44	2146.66	2254	2366.7
	ANNUAL	39665.39	41648.67	43730.96	45917.66	48213.36	50624.08	53155.44	55813.06	58604	61534.1
Power Production Operator II	BFM 95.25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	23.007	24.1806	25.4142	26.7102	28.0729	29.5047	31.0099			
	BIWEEKLY	1840.56	1934.45	2033.14	2136.82	2245.83	2360.38	2480.79			
	ANNUAL	47854.56	50295.65	52861.54	55557.22	58391.63	61369.78	64500.59			
Principal HR Analyst	M48	Lower	Upper								
	Hourly	34.1625	56.6896								
	BIWEEKLY	2733	4535.17								
	ANNUAL	71058	117914.37								
Principal Planner	M44	Lower	Upper								
	Hourly	33.2614	55.2485								
	BIWEEKLY	2660.91	4419.88								
	ANNUAL	69183.71	114916.88								
Programmer Analyst	A86	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	28.4441	29.8663	31.3596	32.9275	34.5739	36.3026	38.1177	40.0236	42.0247	44.1259
	BIWEEKLY	2275.53	2389.3	2508.77	2634.2	2765.91	2904.21	3049.42	3201.89	3361.98	3514.5

CLASSIFICATION AND SALARY LISTING AS OF June 14, 2017

	ANNUAL	59163.73	62121.9	65227.97	68489.2	71913.71	75509.41	79284.82	83249.09	87411.38	91781.87
Project Manager	M40	Lower	Upper								
	Hourly	32.2617	53.6490								
	BIWEEKLY	2580.94	4291.92								
	ANNUAL	67104.34	111589.92								
Property & Evidence Custodian	A68	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	24.1658	25.3741	26.6428	27.9749	29.3737	30.8424	32.3845	34.0037	35.704	37.4892
	BIWEEKLY	1933.26	2029.93	2131.42	2237.99	2349.9	2467.39	2590.76	2720.3	2856.32	2999.14
	ANNUAL	50264.86	52778.13	55417.02	58187.79	61097.3	64152.19	67359.76	70727.7	74264.32	77977.54
Property & Evidence Technician I	A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	14.0736	14.7773	15.5161	16.292	17.1065	17.9619	18.86	19.803	20.7931	21.8328
	BIWEEKLY	1125.89	1182.18	1241.29	1303.36	1368.52	1436.95	1508.8	1584.24	1663.45	1746.62
	ANNUAL	29273.09	30736.78	32273.49	33887.36	35581.52	37360.75	39228.8	41190.24	43249.65	45412.22
Property & Evidence Technician II	A20	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	15.5994	16.3794	17.1983	18.0583	18.9612	19.9093	20.9047	21.9499	23.0474	24.1998
	BIWEEKLY	1247.95	1310.35	1375.86	1444.66	1516.9	1592.74	1672.38	1755.99	1843.79	1935.98
	ANNUAL	32446.75	34069.15	35772.46	37561.26	39439.3	41411.34	43481.78	45655.79	47938.59	50335.58
Public Information Assistant	A24	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	16.3619	17.1801	18.0391	18.9411	19.8882	20.8826	21.9267	23.023	24.1742	25.3829
	BIWEEKLY	1308.95	1374.41	1443.13	1515.29	1591.06	1670.61	1754.14	1841.84	1933.94	2030.63
	ANNUAL	34032.75	35734.61	37521.33	39397.49	41367.46	43435.81	45607.54	47887.84	50282.34	52796.43
P.R. & Comm Affairs Mgr.	M66	Lower	Upper								
	Hourly	38.6196	63.8211								
	BIWEEKLY	3089.57	5105.69								
	ANNUAL	80328.77	132747.89								
Public Safety Comm Manager	M66	Lower	Upper								
	Hourly	38.6196	63.8211								
	BIWEEKLY	3089.57	5105.69								
	ANNUAL	80328.77	132747.89								
Public Safety Dispatcher I	P49	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
	Hourly	23.1074	24.286	25.525	26.8267	28.1954	29.6339				
	BIWEEKLY	1848.59	1942.88	2042	2146.14	2255.63	2370.71				
	ANNUAL	48063.39	50514.88	53092	55799.54	58646.43	61638.51				
Public Safety Dispatcher II	P59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
	Hourly	25.525	26.8267	28.1954	29.6339	31.1456	32.7338				
	BIWEEKLY	2042	2146.14	2255.63	2370.71	2491.65	2618.7				
	ANNUAL	53092	55799.54	58646.43	61638.51	64782.85	68086.3				
Public Safety Dispatcher III	P76	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
	Hourly	29.7931	31.313	32.9105	34.5891	36.3533	38.2077				
	BIWEEKLY	2383.45	2505.04	2632.84	2767.13	2908.26	3056.62				
	ANNUAL	61969.65	65131.04	68453.84	71945.33	75614.86	79472.02				
Public Safety Info Tech Manager	M62	Lower	Upper								
	Hourly	37.5777	65.0188								
	BIWEEKLY	3006.22	5201.5								
	ANNUAL	78161.62	135239.1								
Public Works Director	E10	Lower	Upper								
	Hourly	69.4323	95.4695								
	BIWEEKLY	5554.58	7637.56								
	ANNUAL	144419.18	198576.56								
Purchasing Manager	M62	Lower	Upper								
	Hourly	37.5777	65.0188								
	BIWEEKLY	3006.22	5201.5								
	ANNUAL	78161.62	135239.1								

CLASSIFICATION AND SALARY LISTING AS OF June 14, 2017

PW Construction Proj. Mngr	M38	Lower	Upper								
Hourly		31.6529	52.6746								
BIWEEKLY		2532.23	4213.97								
ANNUAL		65838.03	109563.17								
Recreation Supervisor	M19	Lower	Upper								
Hourly		25.8867	43.4486								
BIWEEKLY		2070.94	3475.89								
ANNUAL		53844.34	90373.09								
Rec/Human Svcs Coordinator	A42	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		20.3502	21.3678	22.4361	23.5579	24.7358	25.9726	27.2712	28.6348	30.0665	31.5699
BIWEEKLY		1628.02	1709.42	1794.89	1884.63	1978.86	2077.81	2181.7	2290.78	2405.32	2525.59
ANNUAL		42328.42	44445.02	46667.09	49000.43	51450.46	54023.01	56724.1	59560.38	62538.32	65665.39
Recreation Leader I	A10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		12.6624	13.2955	13.9602	14.6582	15.3911	16.1607	16.9687	17.8172	18.708	19.6435
BIWEEKLY		1012.99	1063.64	1116.82	1172.66	1231.29	1292.86	1357.5	1425.38	1496.64	1571.48
ANNUAL		26337.79	27654.64	29037.22	30489.06	32013.49	33614.26	35294.9	37059.78	38912.64	40858.48
Recreation Leader II	A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		14.0736	14.7773	15.5161	16.292	17.1065	17.9619	18.86	19.803	20.7931	21.8328
BIWEEKLY		1125.89	1182.18	1241.29	1303.36	1368.52	1436.95	1508.8	1584.24	1663.45	1746.62
ANNUAL		29273.09	30736.78	32273.49	33887.36	35581.52	37360.75	39228.8	41190.24	43249.65	45412.22
Recreation Leader III	A21	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		15.7137	16.4994	17.3244	18.1906	19.1001	20.0551	21.0579	22.1108	23.2164	24.3773
BIWEEKLY		1257.1	1319.95	1385.95	1455.25	1528.01	1604.41	1684.63	1768.86	1857.31	1950.18
ANNUAL		32684.5	34318.75	36034.75	37836.45	39728.21	41714.61	43800.43	45990.46	48290.11	50704.78
Recycling Manager	M36	Lower	Upper								
Hourly		30.9946	51.6214								
BIWEEKLY		2479.57	4129.71								
ANNUAL		64468.77	107372.51								
Recycling Marketing Manager	M36	Lower	Upper								
Hourly		30.9946	51.6214								
BIWEEKLY		2479.57	4129.71								
ANNUAL		64468.77	107372.51								
Rehab Construct Specialist I	BGD 101	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
Hourly		24.3616	25.604	26.9104	28.283	29.7256	31.2422	32.8356			
BIWEEKLY		1948.93	2048.32	2152.83	2262.64	2378.05	2499.38	2626.85			
ANNUAL		50672.13	53256.32	55973.63	58828.64	61829.25	64983.78	68298.05			
Rehab Consstruction Spec II	BHC 111	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
Hourly		26.9104	28.283	29.7256	31.2422	32.8356	34.5106	36.271			
BIWEEKLY		2152.83	2262.64	2378.05	2499.38	2626.85	2760.85	2901.68			
ANNUAL		55973.63	58828.64	61829.25	64983.78	68298.05	71782.05	75443.68			
Rehab Loan Assistant	A33	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		18.2895	19.2039	20.1642	21.1723	22.231	23.3426	24.5097	25.7352	27.0219	28.373
BIWEEKLY		1463.16	1536.31	1613.14	1693.78	1778.48	1867.41	1960.78	2058.82	2161.75	2269.84
ANNUAL		38042.16	39944.11	41941.54	44038.38	46240.48	48552.61	50980.18	53529.22	56205.55	59015.84
Rehab Loan Specialist	A74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		25.148	26.4054	27.7256	29.1119	30.5676	32.0959	33.7007	35.3857	37.155	39.0128
BIWEEKLY		2011.84	2112.43	2218.05	2328.95	2445.41	2567.67	2696.06	2830.86	2972.4	3121.02
ANNUAL		52307.84	54923.23	57669.25	60552.75	63580.61	66759.47	70097.46	73602.26	77282.4	81146.62
Resident Services Assistant	A59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		22.8619	24.005	25.2052	26.4655	27.7888	29.1782	30.6371	32.169	33.7774	35.4663
BIWEEKLY		1828.95	1920.4	2016.42	2117.24	2223.1	2334.26	2450.97	2573.52	2702.19	2837.3
ANNUAL		47552.75	49930.4	52426.82	55048.24	57800.7	60690.66	63725.17	66911.52	70256.99	73769.9
Resident Services Coordinator	A74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10

CITY OF OXNARD

M.2.d

CLASSIFICATION AND SALARY LISTING AS OF June 14, 2017

	Hourly	25.148	26.4054	27.7256	29.1119	30.5676	32.0959	33.7007	35.3857	37.155	39.0128		
	BIWEEKLY	2011.84	2112.43	2218.05	2328.95	2445.41	2567.67	2696.06	2830.86	2972.4	3121.02		
	ANNUAL	52307.84	54923.23	57669.25	60552.75	63580.61	66759.47	70097.46	73602.26	77282.4	81146.62		
Revenue Collection Technician	A45	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	20.6372	21.669	22.7524	23.89	25.0846	26.3387	27.6557	29.0385	30.4905	32.0149		
	BIWEEKLY	1650.98	1733.52	1820.19	1911.2	2006.77	2107.1	2212.46	2323.08	2439.24	2561.19		
	ANNUAL	42925.38	45071.52	47324.99	49691.2	52175.97	54784.5	57523.86	60400.08	63420.24	66590.99		
Sex Registrant Specialist	A34	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	18.3002	19.2153	20.176	21.1848	22.2441	23.3563	24.5241	25.7503	27.0379	28.3898		
	BIWEEKLY	1464.02	1537.22	1614.08	1694.78	1779.53	1868.5	1961.93	2060.02	2163.03	2271.18		
	ANNUAL	38064.42	39967.82	41966.08	44064.38	46267.73	48581.1	51010.13	53560.62	56238.83	59050.78		
Solid Waste Compliance Spec	BFJ 94	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	22.7219	23.8809	25.0985	26.3785	27.7241	29.1378	30.6239					
	BIWEEKLY	1817.75	1910.47	2007.88	2110.28	2217.93	2331.02	2449.91					
	ANNUAL	47261.55	49672.27	52204.88	54867.28	57666.13	60606.62	63697.71					
Solid Waste Equip. Operator II	BDI 74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	18.6219	19.5721	20.5701	21.6196	22.7225	23.8814	25.0995					
	BIWEEKLY	1489.75	1565.77	1645.61	1729.57	1817.8	1910.51	2007.96					
	ANNUAL	38733.55	40709.97	42785.81	44968.77	47262.8	49673.31	52206.96					
Solid Waste Trans Operator	BEI 84	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	20.5701	21.6196	22.7225	23.8814	25.0995	26.3801	27.7254					
	BIWEEKLY	1645.61	1729.57	1817.8	1910.51	2007.96	2110.41	2218.03					
	ANNUAL	42785.81	44968.77	47262.8	49673.31	52206.96	54870.61	57668.83					
Sorter	BAQ 48	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	14.3774	15.1105	15.8814	16.6914	17.5428	18.4379	19.3782					
	BIWEEKLY	1150.19	1208.84	1270.51	1335.31	1403.42	1475.03	1550.26					
	ANNUAL	29904.99	31429.84	33033.31	34718.11	36489.02	38350.83	40306.66					
Source Control Inspector II	BGB 100.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	24.2409	25.4778	26.7769	28.1433	29.5784	31.0874	32.6731					
	BIWEEKLY	1939.27	2038.22	2142.15	2251.46	2366.27	2486.99	2613.85					
	ANNUAL	50421.07	52993.82	55695.95	58538.06	61523.07	64661.79	67960.05					
Source Control Technician	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	23.8814	25.0995	26.3801	27.7254	29.14	30.6262	32.1886					
	BIWEEKLY	1910.51	2007.96	2110.41	2218.03	2331.2	2450.1	2575.09					
	ANNUAL	49673.31	52206.96	54870.61	57668.83	60611.2	63702.5	66952.29					
Sr. Administrative Secretary	A35	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	18.3071	19.2224	20.1836	21.1927	22.2524	23.365	24.5332	25.7599	27.0479	28.4003		
	BIWEEKLY	1464.57	1537.79	1614.69	1695.42	1780.19	1869.2	1962.66	2060.79	2163.83	2272.02		
	ANNUAL	38078.77	39982.59	41981.89	44080.82	46284.99	48599.2	51029.06	53580.59	56259.63	59072.62		
Sr. Administrative Secretary (C)	C55	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Hourly	19.0493	20.0018	21.0019	22.0519	23.1545	24.3123	25.5279	26.8043	28.1445	29.5517	31.0293	32.5808
	BIWEEKLY	1523.94	1600.14	1680.15	1764.15	1852.36	1944.98	2042.23	2144.34	2251.56	2364.14	2482.34	2606.46
	ANNUAL	39622.54	41603.74	43683.95	45867.95	48161.36	50569.58	53098.03	55752.94	58540.56	61467.54	64540.94	67768.06
Sr. Animal Safety Officer	BEI 84	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	20.5701	21.6196	22.7225	23.8814	25.0995	26.3801	27.7254					
	BIWEEKLY	1645.61	1729.57	1817.8	1910.51	2007.96	2110.41	2218.03					
	ANNUAL	42785.81	44968.77	47262.8	49673.31	52206.96	54870.61	57668.83					
Sr. Benefits Coordinator	C75	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Hourly	24.6393	25.8713	27.1648	28.5231	29.9492	31.4467	33.019	34.67	36.4035	38.2236	40.1348	42.1416
	BIWEEKLY	1971.14	2069.7	2173.18	2281.85	2395.94	2515.74	2641.52	2773.6	2912.28	3057.89	3210.78	3371.33
	ANNUAL	51249.74	53812.3	56502.78	59328.05	62294.34	65409.14	68679.52	72113.6	75719.28	79505.09	83480.38	87654.53
Sr. Civil Engineer	A99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	41.5676	43.6461	45.8283	48.1197	50.5256	53.0519	55.7046	58.4898	61.4143	64.4851		
	BIWEEKLY	3325.41	3491.69	3666.26	3849.58	4042.05	4244.15	4456.37	4679.18	4913.14	5158.81		
	ANNUAL	84008.12	88208.77	92618.99	97249.91	102112.24	107217.89	112579.00	118207.89	124118.30	130000.00		

Packet Pg. 388

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING AS OF June 14, 2017

M.2.d

Sr. Code Compliance Inspector	BHN 116	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	28.283	29.7256	31.2422	32.8356	34.5106	36.271	38.1211					
	BIWEEKLY	2262.64	2378.05	2499.38	2626.85	2760.85	2901.68	3049.69					
	ANNUAL	58828.64	61829.25	64983.78	68298.05	71782.05	75443.68	79291.89					
Sr. Construction Inspector	BIJ 124.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	30.7796	32.3495	33.9995	35.7341	37.5567	39.4725	41.486					
	BIWEEKLY	2462.37	2587.96	2719.96	2858.73	3004.54	3157.8	3318.88					
	ANNUAL	64021.57	67286.96	70718.96	74326.93	78117.94	82102.8	86290.88					
Sr. Custodian	BBQ 58	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	15.8814	16.6914	17.5428	18.4379	19.3782	20.3665	21.4056					
	BIWEEKLY	1270.51	1335.31	1403.42	1475.03	1550.26	1629.32	1712.45					
	ANNUAL	33033.31	34718.11	36489.02	38350.83	40306.66	42362.32	44523.65					
Sr. Customer Service Rep	A27	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	17.1247	17.9809	18.8799	19.8239	20.8151	21.8559	22.9488	24.0962	25.301	26.566		
	BIWEEKLY	1369.98	1438.47	1510.39	1585.91	1665.21	1748.47	1835.9	1927.7	2024.08	2125.28		
	ANNUAL	35619.38	37400.27	39270.19	41233.71	43295.41	45460.27	47733.5	50120.1	52626.08	55257.28		
Sr. Engr Technician	A76	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	25.4778	26.7516	28.0893	29.4937	30.9684	32.5169	34.1428	35.8499	37.6425	39.5246		
	BIWEEKLY	2038.22	2140.13	2247.14	2359.5	2477.47	2601.35	2731.42	2867.99	3011.4	3161.97		
	ANNUAL	52993.82	55643.33	58425.74	61346.9	64414.27	67635.15	71017.02	74567.79	78296.4	82211.17		
Sr. Engr Tech/Survey Chief	A76	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	25.4778	26.7516	28.0893	29.4937	30.9684	32.5169	34.1428	35.8499	37.6425	39.5246		
	BIWEEKLY	2038.22	2140.13	2247.14	2359.5	2477.47	2601.35	2731.42	2867.99	3011.4	3161.97		
	ANNUAL	52993.82	55643.33	58425.74	61346.9	64414.27	67635.15	71017.02	74567.79	78296.4	82211.17		
Sr. Facilities Maint Worker	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	23.8814	25.0995	26.3801	27.7254	29.14	30.6262	32.1886					
	BIWEEKLY	1910.51	2007.96	2110.41	2218.03	2331.2	2450.1	2575.09					
	ANNUAL	49673.31	52206.96	54870.61	57668.83	60611.2	63702.5	66952.29					
Sr. Fleet Services Mechanic	BGV 109	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	26.3801	27.7254	29.14	30.6262	32.1886	33.8306	35.5564					
	BIWEEKLY	2110.41	2218.03	2331.2	2450.1	2575.09	2706.45	2844.51					
	ANNUAL	54870.61	57668.83	60611.2	63702.5	66952.29	70367.65	73957.31					
Sr. Groundsworker	BEA 80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	19.7677	20.7761	21.8358	22.9499	24.1202	25.3505	26.6437					
	BIWEEKLY	1581.42	1662.09	1746.86	1835.99	1929.62	2028.04	2131.5					
	ANNUAL	41116.82	43214.29	45418.46	47735.79	50170.02	52729.04	55418.9					
Sr. Housing Maint. Operator	BFF 92	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	22.2746	23.411	24.6055	25.8601	27.1793	28.5662	30.0229					
	BIWEEKLY	1781.97	1872.88	1968.44	2068.81	2174.34	2285.3	2401.83					
	ANNUAL	46331.17	48694.88	51179.44	53789.01	56532.94	59417.7	62447.63					
Sr. Housing Specialist	A74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	25.148	26.4054	27.7256	29.1119	30.5676	32.0959	33.7007	35.3857	37.155	39.0128		
	BIWEEKLY	2011.84	2112.43	2218.05	2328.95	2445.41	2567.67	2696.06	2830.86	2972.4	3121.02		
	ANNUAL	52307.84	54923.23	57669.25	60552.75	63580.61	66759.47	70097.46	73602.26	77282.4	81146.62		
Sr. H.R. Analyst	M29	Lower	Upper										
	Hourly	29.2277	48.7942										
	BIWEEKLY	2338.22	3903.54										
	ANNUAL	60793.62	101491.94										
Sr. H. R. Coordinator	C75	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Hourly	24.6393	25.8713	27.1648	28.5231	29.9492	31.4467	33.019	34.67	36.4035	38.2236	40.1348	42.1416
	BIWEEKLY	1971.14	2069.7	2173.18	2281.85	2395.94	2515.74	2641.52	2773.6	2912.28	3057.89	3210.78	3371.33
	ANNUAL	51249.74	53812.3	56502.78	59328.05	62294.34	65409.14	68679.52	72113.6	75719.28	79505.09	83480.38	87654.53
Sr. Meter Reader	BEA 80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	19.7677	20.7761	21.8358	22.9499	24.1202	25.3505	26.6437					

Packet Pg. 389

CLASSIFICATION AND SALARY LISTING AS OF June 14, 2017

	BIWEEKLY	1581.42	1662.09	1746.86	1835.99	1929.62	2028.04	2131.5			
	ANNUAL	41116.82	43214.29	45418.46	47735.79	50170.02	52729.04	55418.9			
Sr. Meter Repair Worker	BEK 85	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	20.7761	21.8358	22.9499	24.1202	25.3505	26.6437	28.0028			
	BIWEEKLY	1662.09	1746.86	1835.99	1929.62	2028.04	2131.5	2240.22			
	ANNUAL	43214.29	45418.46	47735.79	50170.02	52729.04	55418.9	58245.82			
Sr. Planner	M32	Lower	Upper								
	Hourly	29.777	49.6734								
	BIWEEKLY	2382.16	3973.87								
	ANNUAL	61936.16	103320.67								
Sr. Plans Examiner	A87	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	28.9245	30.3708	31.8894	33.4838	35.1581	36.9159	38.7617	40.6998	42.7348	44.8715
	BIWEEKLY	2313.96	2429.66	2551.15	2678.7	2812.65	2953.27	3100.94	3255.98	3418.78	3589.72
	ANNUAL	60162.96	63171.26	66329.95	69646.3	73128.85	76785.07	80624.34	84655.58	88888.38	93332.72
Sr. Police Service Officer	P77	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
	Hourly	31.2694	32.8644	34.5408	36.3029	38.1547	40.1007				
	BIWEEKLY	2501.55	2629.15	2763.26	2904.23	3052.38	3208.06				
	ANNUAL	65040.35	68357.95	71844.86	75510.03	79361.78	83409.46				
Sr. Street Maint Worker	BEM 86	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	20.9838	22.0541	23.179	24.3616	25.604	26.9104	28.283			
	BIWEEKLY	1678.7	1764.33	1854.32	1948.93	2048.32	2152.83	2262.64			
	ANNUAL	43646.3	45872.53	48212.32	50672.13	53256.32	55973.63	58828.64			
Sr. Traffic Service Assistant	A16	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	16.8684	17.7118	18.5974	19.5272	20.5035	21.5287	22.6051	23.7354	24.9222	26.1683
	BIWEEKLY	1349.47	1416.94	1487.79	1562.18	1640.28	1722.3	1808.41	1898.83	1993.78	2093.46
	ANNUAL	35086.27	36840.54	38682.59	40616.58	42647.28	44779.7	47018.61	49369.63	51838.18	54430.06
Sr. Tree Trimmer	BEM 86	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	20.9838	22.0541	23.179	24.3616	25.604	26.9104	28.283			
	BIWEEKLY	1678.7	1764.33	1854.32	1948.93	2048.32	2152.83	2262.64			
	ANNUAL	43646.3	45872.53	48212.32	50672.13	53256.32	55973.63	58828.64			
Sr. Wastewater Collect Operator	BEM 86	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	20.9838	22.0541	23.179	24.3616	25.604	26.9104	28.283			
	BIWEEKLY	1678.7	1764.33	1854.32	1948.93	2048.32	2152.83	2262.64			
	ANNUAL	43646.3	45872.53	48212.32	50672.13	53256.32	55973.63	58828.64			
Sr. Wastewater Envir Specialist	BHN 116	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	28.283	29.7256	31.2422	32.8356	34.5106	36.271	38.1211			
	BIWEEKLY	2262.64	2378.05	2499.38	2626.85	2760.85	2901.68	3049.69			
	ANNUAL	58828.64	61829.25	64983.78	68298.05	71782.05	75443.68	79291.89			
Sr. Wastewater Mechanic	BGJ 104	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	25.0995	26.3801	27.7254	29.14	30.6262	32.1886	33.8306			
	BIWEEKLY	2007.96	2110.41	2218.03	2331.2	2450.1	2575.09	2706.45			
	ANNUAL	52206.96	54870.61	57668.83	60611.2	63702.5	66952.29	70367.65			
Sr. Wastewater Operator	BGN 105.25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	25.4142	26.7102	28.0729	29.5047	31.0099	32.5917	34.2542			
	BIWEEKLY	2033.14	2136.82	2245.83	2360.38	2480.79	2607.34	2740.34			
	ANNUAL	52861.54	55557.22	58391.63	61369.78	64500.59	67790.74	71248.74			
Sr. Water Distribution Operator	BFA 90	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	21.8358	22.9499	24.1202	25.3505	26.6437	28.0028	29.4313			
	BIWEEKLY	1746.86	1835.99	1929.62	2028.04	2131.5	2240.22	2354.5			
	ANNUAL	45418.46	47735.79	50170.02	52729.04	55418.9	58245.82	61217.1			
Sr. Water Treatment Operator	BGP 106	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	25.604	26.9104	28.283	29.7256	31.2422	32.8356	34.5106			
	BIWEEKLY	2048.32	2152.83	2262.64	2378.05	2499.38	2626.85	2760.85			
	ANNUAL	53256.32	55973.63	58828.64	61829.25	64983.78	68298.05	71782.05			

CLASSIFICATION AND SALARY LISTING AS OF June 14, 2017								
Street Maintenance Worker I	BBS 59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	16.2808	17.1113	17.9841	18.9012	19.8656	20.8786	21.9438
	BIWEEKLY	1302.46	1368.9	1438.73	1512.1	1589.25	1670.29	1755.5
	ANNUAL	33864.06	35591.5	37406.93	39314.5	41320.45	43427.49	45643.1
Street Maintenance Worker II	BCS 69	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	17.7183	18.6219	19.5721	20.5701	21.6196	22.7225	23.8814
	BIWEEKLY	1417.46	1489.75	1565.77	1645.61	1729.57	1817.8	1910.51
	ANNUAL	36854.06	38733.55	40709.97	42785.81	44968.77	47262.8	49673.31
Streets Manager	M44	Lower	Upper					
	Hourly	33.2614	55.2485					
	BIWEEKLY	2660.91	4419.88					
	ANNUAL	69183.71	114916.88					
Supervising Building Inspector	M40	Lower	Upper					
	Hourly	32.2617	53.6490					
	BIWEEKLY	2580.94	4291.92					
	ANNUAL	67104.34	111589.92					
Supervising Civil Engineer	M83	Lower	Upper					
	Hourly	43.8354	72.1693					
	BIWEEKLY	3506.83	5773.54					
	ANNUAL	91177.63	150112.14					
Systems Administrator	M62	Lower	Upper					
	Hourly	37.5777	65.0188					
	BIWEEKLY	3006.22	5201.5					
	ANNUAL	78161.62	135239.1					
Systems Analyst I	M29	Lower	Upper					
	Hourly	29.2277	48.7942					
	BIWEEKLY	2338.22	3903.54					
	ANNUAL	60793.62	101491.94					
Systems Analyst II	M40	Lower	Upper					
	Hourly	32.2617	53.6490					
	BIWEEKLY	2580.94	4291.92					
	ANNUAL	67104.34	111589.92					
Systems Analyst III	M51	Lower	Upper					
	Hourly	34.9224	57.9094					
	BIWEEKLY	2793.79	4632.75					
	ANNUAL	72638.59	120451.55					
Tech. Servcs/Water Qual Mngr	M62	Lower	Upper					
	Hourly	37.5777	65.0188					
	BIWEEKLY	3006.22	5201.5					
	ANNUAL	78161.62	135239.1					
Tire Repairer	BCC 61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	16.6078	17.455	18.3456	19.2813	20.2648	21.2985	22.3849
	BIWEEKLY	1328.62	1396.4	1467.65	1542.5	1621.18	1703.88	1790.79
	ANNUAL	34544.22	36306.4	38158.85	40105.1	42150.78	44300.88	46560.59
Traffic Engineer	M59	Lower	Upper					
	Hourly	36.7511	60.8317					
	BIWEEKLY	2940.09	4866.54					
	ANNUAL	76442.29	126529.94					
Traffic Safety Maint Wkr	BCS 69	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	17.7183	18.6219	19.5721	20.5701	21.6196	22.7225	23.8814
	BIWEEKLY	1417.46	1489.75	1565.77	1645.61	1729.57	1817.8	1910.51
	ANNUAL	36854.06	38733.55	40709.97	42785.81	44968.77	47262.8	49673.31
Traffic Service Assistant I	A13	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	13.3347	14.0014	14.7015	15.4366	16.2084	17.0188	17.8698
	BIWEEKLY	1066.78	1120.11	1176.12	1234.93	1296.67	1361.5	1429.58

CLASSIFICATION AND SALARY LISTING AS OF June 14, 2017

	ANNUAL	27736.18	29122.91	30579.12	32108.13	33713.47	35399.1	37169.18	39027.66	40979.12	43028.13
Traffic Service Assitant II	A18	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	14.6681	15.4015	16.1716	16.9801	17.8292	18.7207	19.6567	20.6396	21.6715	22.7551
	BIWEEKLY	1173.45	1232.12	1293.73	1358.41	1426.34	1497.66	1572.54	1651.17	1733.72	1820.41
	ANNUAL	30509.65	32035.12	33636.93	35318.61	37084.74	38939.06	40885.94	42930.37	45076.72	47330.61
Traffic Signal Repairer I	BDU 79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	19.5721	20.5701	21.6196	22.7225	23.8814	25.0995	26.3801			
	BIWEEKLY	1565.77	1645.61	1729.57	1817.8	1910.51	2007.96	2110.41			
	ANNUAL	40709.97	42785.81	44968.77	47262.8	49673.31	52206.96	54870.61			
Traffic Signal Repairer II	BES 89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	21.6196	22.7225	23.8814	25.0995	26.3801	27.7254	29.14			
	BIWEEKLY	1729.57	1817.8	1910.51	2007.96	2110.41	2218.03	2331.2			
	ANNUAL	44968.77	47262.8	49673.31	52206.96	54870.61	57668.83	60611.2			
Traffic Signal Technician	BHE 112	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	26.6464	28.0055	29.4341	30.9357	32.5137	34.1723	35.9154			
	BIWEEKLY	2131.71	2240.44	2354.73	2474.86	2601.1	2733.78	2873.23			
	ANNUAL	55424.51	58251.44	61222.93	64346.26	67628.5	71078.38	74704.03			
Transport Operator	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	23.8814	25.0995	26.3801	27.7254	29.14	30.6262	32.1886			
	BIWEEKLY	1910.51	2007.96	2110.41	2218.03	2331.2	2450.1	2575.09			
	ANNUAL	49673.31	52206.96	54870.61	57668.83	60611.2	63702.5	66952.29			
Treasury Supervisor	M11	Lower	Upper								
	Hourly	23.7584	40.0431								
	BIWEEKLY	1900.67	3203.45								
	ANNUAL	49417.47	83289.65								
Treatment Plant Electrician	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	23.8814	25.0995	26.3801	27.7254	29.14	30.6262	32.1886			
	BIWEEKLY	1910.51	2007.96	2110.41	2218.03	2331.2	2450.1	2575.09			
	ANNUAL	49673.31	52206.96	54870.61	57668.83	60611.2	63702.5	66952.29			
Tree Trimmer I	BCM 66	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	17.1971	18.0744	18.9964	19.9654	20.9838	22.0541	23.179			
	BIWEEKLY	1375.77	1445.95	1519.71	1597.23	1678.7	1764.33	1854.32			
	ANNUAL	35769.97	37594.75	39512.51	41528.03	43646.3	45872.53	48212.32			
Tree Trimmer II	BDO 76	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	18.9964	19.9654	20.9838	22.0541	23.179	24.3616	25.604			
	BIWEEKLY	1519.71	1597.23	1678.7	1764.33	1854.32	1948.93	2048.32			
	ANNUAL	39512.51	41528.03	43646.3	45872.53	48212.32	50672.13	53256.32			
Utilities Finance Officer	M62	Lower	Upper								
	Hourly	37.5777	65.0188								
	BIWEEKLY	3006.22	5201.5								
	ANNUAL	78161.62	135239.1								
Utility Supervisor	M19	Lower	Upper								
	Hourly	25.8867	43.4486								
	BIWEEKLY	2070.94	3475.89								
	ANNUAL	53844.34	90373.09								
Video Technician	A24	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	16.3619	17.1801	18.0391	18.9411	19.8882	20.8826	21.9267	23.023	24.1742	25.3829
	BIWEEKLY	1308.95	1374.41	1443.13	1515.29	1591.06	1670.61	1754.14	1841.84	1933.94	2030.63
	ANNUAL	34032.75	35734.61	37521.33	39397.49	41367.46	43435.81	45607.54	47887.84	50282.34	52796.43
Victim Services Specialist	A59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	22.8619	24.005	25.2052	26.4655	27.7888	29.1782	30.6371	32.169	33.7774	35.4663
	BIWEEKLY	1828.95	1920.4	2016.42	2117.24	2223.1	2334.26	2450.97	2573.52	2702.19	2837.3
	ANNUAL	47552.75	49930.4	52426.82	55048.24	57800.7	60690.66	63725.17	66911.52	70256.99	73769.9
Wastewater Collect Operator I	BCS 69	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			

CLASSIFICATION AND SALARY LISTING AS OF June 14, 2017

	Hourly	17.7183	18.6219	19.5721	20.5701	21.6196	22.7225	23.8814
	BIWEEKLY	1417.46	1489.75	1565.77	1645.61	1729.57	1817.8	1910.51
	ANNUAL	36854.06	38733.55	40709.97	42785.81	44968.77	47262.8	49673.31
Wastewater Collect Operator II	BDU 79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	19.5721	20.5701	21.6196	22.7225	23.8814	25.0995	26.3801
	BIWEEKLY	1565.77	1645.61	1729.57	1817.8	1910.51	2007.96	2110.41
	ANNUAL	40709.97	42785.81	44968.77	47262.8	49673.31	52206.96	54870.61
W.W. Collections Supervisor	M19	Lower	Upper					
	Hourly	25.8867	43.4486					
	BIWEEKLY	2070.94	3475.89					
	ANNUAL	53844.34	90373.09					
Wastewater Division Manager	M87	Lower	Upper					
	Hourly	46.6751	76.7099					
	BIWEEKLY	3734.01	6136.79					
	ANNUAL	97084.21	159556.59					
W.W. Environmental Spec	BHC 111	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	26.9104	28.283	29.7256	31.2422	32.8356	34.5106	36.271
	BIWEEKLY	2152.83	2262.64	2378.05	2499.38	2626.85	2760.85	2901.68
	ANNUAL	55973.63	58828.64	61829.25	64983.78	68298.05	71782.05	75443.68
W.W. Maintenance Manager	M32	Lower	Upper					
	Hourly	29.7770	49.6734					
	BIWEEKLY	2382.16	3973.87					
	ANNUAL	61936.16	103320.67					
W.W. Maintenance Supervisor	M19	Lower	Upper					
	Hourly	25.8867	43.4486					
	BIWEEKLY	2070.94	3475.89					
	ANNUAL	53844.34	90373.09					
Wastewater Mechanic I	BES 89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	21.6196	22.7225	23.8814	25.0995	26.3801	27.7254	29.14
	BIWEEKLY	1729.57	1817.8	1910.51	2007.96	2110.41	2218.03	2331.2
	ANNUAL	44968.77	47262.8	49673.31	52206.96	54870.61	57668.83	60611.2
Wastewater Mechanic II	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	23.8814	25.0995	26.3801	27.7254	29.14	30.6262	32.1886
	BIWEEKLY	1910.51	2007.96	2110.41	2218.03	2331.2	2450.1	2575.09
	ANNUAL	49673.31	52206.96	54870.61	57668.83	60611.2	63702.5	66952.29
W.W. Operations Mgr	M62	Lower	Upper					
	Hourly	37.5777	65.0188					
	BIWEEKLY	3006.22	5201.5					
	ANNUAL	78161.62	135239.1					
Wastewater Operator I	BEE 82	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	20.165	21.1936	22.2746	23.411	24.6052	25.8601	27.1793
	BIWEEKLY	1613.2	1695.49	1781.97	1872.88	1968.42	2068.81	2174.34
	ANNUAL	41943.2	44082.69	46331.17	48694.88	51178.82	53789.01	56532.94
Wastewater Operator II	BFF 92	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	22.2746	23.411	24.6055	25.8601	27.1793	28.5662	30.0229
	BIWEEKLY	1781.97	1872.88	1968.44	2068.81	2174.34	2285.3	2401.83
	ANNUAL	46331.17	48694.88	51179.44	53789.01	56532.94	59417.7	62447.63
Wastewater Operator III	BFQ 97	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	23.4107	24.6048	25.8603	27.1789	28.5657	30.023	31.5538
	BIWEEKLY	1872.86	1968.38	2068.82	2174.31	2285.26	2401.84	2524.3
	ANNUAL	48694.26	51177.98	53789.42	56532.11	59416.66	62447.84	65631.9
W.W.Operator in Training	BCO 67	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	17.3689	18.2552	19.1865	20.165	21.1936	22.2746	23.411
	BIWEEKLY	1389.51	1460.42	1534.92	1613.2	1695.49	1781.97	1872.88
	ANNUAL	36127.31	37970.82	39907.92	41943.2	44082.69	46331.17	48694.88

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING AS OF June 14, 2017

M.2.d

Water Conserv/Outreach Tech	BBS 59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	16.2808	17.1113	17.9841	18.9012	19.8656	20.8786	21.9438			
	BIWEEKLY	1302.46	1368.9	1438.73	1512.1	1589.25	1670.29	1755.5			
	ANNUAL	33864.06	35591.5	37406.93	39314.5	41320.45	43427.49	45643.1			
Water Cons./Outreach Coord	BHK 114.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	27.8643	29.2856	30.7796	32.3495	33.9995	35.7341	37.5567			
	BIWEEKLY	2229.14	2342.85	2462.37	2587.96	2719.96	2858.73	3004.54			
	ANNUAL	57957.74	60914.05	64021.57	67286.96	70718.96	74326.93	78117.94			
Water Distribution Operator I	BCI 64	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	16.8583	17.7183	18.6219	19.5721	20.5701	21.6196	22.7225			
	BIWEEKLY	1348.66	1417.46	1489.75	1565.77	1645.61	1729.57	1817.8			
	ANNUAL	35065.26	36854.06	38733.55	40709.97	42785.81	44968.77	47262.8			
Water Distribution Operator II	BDI 74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	18.6219	19.5721	20.5701	21.6196	22.7225	23.8814	25.0995			
	BIWEEKLY	1489.75	1565.77	1645.61	1729.57	1817.8	1910.51	2007.96			
	ANNUAL	38733.55	40709.97	42785.81	44968.77	47262.8	49673.31	52206.96			
Water Division Manager	M87	Lower	Upper								
	Hourly	46.6751	76.7099								
	BIWEEKLY	3734.01	6136.79								
	ANNUAL	97084.21	159556.59								
Water Reg. Compliance Coord	BHK 114.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	27.8643	29.2856	30.7796	32.3495	33.9995	35.7341	37.5567			
	BIWEEKLY	2229.14	2342.85	2462.37	2587.96	2719.96	2858.73	3004.54			
	ANNUAL	57957.74	60914.05	64021.57	67286.96	70718.96	74326.93	78117.94			
Water Reg. Compliance Tech I	BFJ 94	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	22.7219	23.8809	25.0985	26.3785	27.7241	29.1378	30.6239			
	BIWEEKLY	1817.75	1910.47	2007.88	2110.28	2217.93	2331.02	2449.91			
	ANNUAL	47261.55	49672.27	52204.88	54867.28	57666.13	60606.62	63697.71			
Water Reg. Compliance Tech II	BGJ 104	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	25.0995	26.3801	27.7254	29.14	30.6262	32.1886	33.8306			
	BIWEEKLY	2007.96	2110.41	2218.03	2331.2	2450.1	2575.09	2706.45			
	ANNUAL	52206.96	54870.61	57668.83	60611.2	63702.5	66952.29	70367.65			
Water Treatment Operator I	BEM 86	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	20.9838	22.0541	23.179	24.3616	25.604	26.9104	28.283			
	BIWEEKLY	1678.7	1764.33	1854.32	1948.93	2048.32	2152.83	2262.64			
	ANNUAL	43646.3	45872.53	48212.32	50672.13	53256.32	55973.63	58828.64			
Water Treatment Operator II	BFD 91	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	22.0541	23.179	24.3616	25.604	26.9104	28.283	29.7256			
	BIWEEKLY	1764.33	1854.32	1948.93	2048.32	2152.83	2262.64	2378.05			
	ANNUAL	45872.53	48212.32	50672.13	53256.32	55973.63	58828.64	61829.25			
Water Treatment Operator III	BFO 96	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	23.179	24.3616	25.604	26.9104	28.283	29.7256	31.2422			
	BIWEEKLY	1854.32	1948.93	2048.32	2152.83	2262.64	2378.05	2499.38			
	ANNUAL	48212.32	50672.13	53256.32	55973.63	58828.64	61829.25	64983.78			
Word Processor I	A23	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	16.0187	16.8196	17.6606	18.5436	19.4708	20.4444	21.4666	22.54	23.667	24.8503
	BIWEEKLY	1281.5	1345.57	1412.85	1483.49	1557.66	1635.55	1717.33	1803.2	1893.36	1988.02
	ANNUAL	33318.9	34984.77	36734.05	38570.69	40499.26	42524.35	44650.53	46883.2	49227.36	51688.62
Word Processor II	A30	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	17.5442	18.4214	19.3425	20.3096	21.3251	22.3914	23.511	24.6866	25.9209	27.2169
	BIWEEKLY	1403.54	1473.71	1547.4	1624.77	1706.01	1791.31	1880.88	1974.93	2073.67	2177.35
	ANNUAL	36491.94	38316.51	40232.4	42243.97	44356.21	46574.11	48902.88	51348.13	53915.47	56611.15
Word Processor III	A38	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	19.0699	20.0234	21.0245	22.0758	23.1795	24.3385	25.5555	26.8332	28.175	Pa

CITY OF OXNARD

M.2.d

CLASSIFICATION AND SALARY LISTING AS OF June 14, 2017

BIWEEKLY	1525.59	1601.87	1681.96	1766.06	1854.36	1947.08	2044.44	2146.66	2254	2366.7
ANNUAL	39665.39	41648.67	43730.96	45917.66	48213.36	50624.08	53155.44	55813.06	58604	61534.1

Workers' Compensation Manager

M48	Lower	Upper
Hourly	34.1625	56.6896
BIWEEKLY	2733	4535.17
ANNUAL	71058	117914.37

Workers' Compensation Specialist

C69	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Hourly	22.3719	23.4905	24.665	25.8983	27.1932	28.5528	29.9805	31.4795	33.0535	34.7062	36.4415	38.2635
BIWEEKLY	1789.75	1879.24	1973.2	2071.86	2175.46	2284.22	2398.44	2518.36	2644.28	2776.5	2915.32	3061.08
ANNUAL	46533.55	48860.24	51303.2	53868.46	56561.86	59389.82	62359.44	65477.36	68751.28	72188.9	75798.32	79588.08

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD APPROVING THE HOUSING AUTHORITY'S OPERATING BUDGET FOR FISCAL YEAR 2017-2018

WHEREAS, in accordance with law, a public hearing on this budget was duly scheduled, advertised and held and there was an opportunity for all persons to be heard and for their suggestions or objections to be carefully considered.

NOW, THEREFORE, THE HOUSING AUTHORITY OF THE CITY OF OXNARD HEREBY RESOLVES AS FOLLOWS:

1. Having reviewed the proposed Operating Budget, and the funds included therein for the period of July 1, 2017 through June 30, 2018, the Housing Authority hereby adopts the budget and appropriations for fiscal year 2017-2018 summarized as follows:

Programs	FY 2017-2018 Budget
Public Housing	\$ 7,427,140
Rental Assistance – Section 8	<u>\$20,414,903</u>
Total Cost	\$27,842,043

2. Staff is directed to ensure that the final adopted budget document containing the Housing Authority's operating budget for fiscal year 2017-2018 shall contain all revisions made by the Housing Authority prior to final budget adoption.

PASSED AND ADOPTED on this 20th day of June, 2017, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Chairman

ATTEST:

Michelle Ascencion, Secretary Designate

APPROVED AS TO FORM:

Stephen M. Fischer, General Counsel

CITY COUNCIL OF THE CITY OF OXNARD**RESOLUTION NO. _____****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ESTABLISHING FINANCIAL MANAGEMENT POLICIES**

WHEREAS, the City Council wishes to establish financial management policies to be followed in the development and implementation of the City budget.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves that the following policies will guide the development and implementation of the City's Operating and Capital Improvement Project Budgets.

I. BUDGET POLICIES**A. Budget Guidelines**

- 1) The City Manager will prepare a multi-year revenue and expenditure forecast, which will provide parameters for the budget development process.
- 2) The budget process will include the development of a balanced two-year budget. The two-year budget will include an approach that City Council approves appropriations for a one-year operating budget and capital improvement plan.
- 3) The budget will be organized in a department/service level format.
- 4) The budget development process will include the identification and evaluation of policy options for service levels. However, the adopted budget will include only those policy options approved by City Council.

B. Appropriation Priorities

1. In evaluating the level of appropriations for department enhancements, or expense reductions, staff will apply the following principles in the priority order given:
 - a. Essential services that provide for the health, safety and welfare of residents.
 - b. Contractual obligations to bondholders and other debts.
 - c. Adequate ongoing maintenance of facilities and equipment.
 - d. All other services.
2. When reductions in personnel are necessary to reduce expenditures, to the greatest extent possible this will be accomplished through normal attrition.

C. Supplemental Services

Resolution No.

Page 2

The City Council may budget for certain services that may also be provided by other governmental agencies or the private sector. The provision of these services will be based on a demonstrated community need or benefit over time. When appropriate, these services will be supported in whole or in part by user fees.

D. Appropriation Changes

1. Changes to the City Council adopted budget for the fiscal year shall occur as follows:
2. By City Council action for all changes that either increase or decrease fund appropriations adopted in the annual budget appropriation resolution.
3. By the City Manager for appropriation transfers between departments within a fund.
4. By the Department Director for appropriation transfers between programs, as long as funding is available in the department as a whole.

II. CAPITAL IMPROVEMENT PROGRAM POLICIES

A. Capital Planning Period

1. Staff will budget all capital improvements in accordance with an adopted Capital Improvement Project (CIP) Plan.
2. The City's long-range capital planning period will be a minimum of five years, or longer where appropriate.
3. The Five-Year Capital Improvement Project Plan will be reviewed and approved by City Council every other year or as needed based on economic and funding outlooks. City Council will approve appropriations annually. Appropriation changes will be in accordance with Section I.D.
4. The CIP Plan will be in conformance with and support the City's major planning documents: the most current General Plan, project specific plans, and citywide master plans for related infrastructure improvements.
5. Staff will prepare strategic plans and master plans for major infrastructure and utility improvements with a 10- or 20-year planning horizon when appropriate.

B. Capital Project Priorities

1. Staff will evaluate and prioritize each proposed capital project against the following criteria:
 - a. Improvements necessary to protect public health and safety.

Resolution No.

Page 3

- b. Linkage with community needs as identified in the City's major planning documents.
 - c. Cost/benefit analysis identifying all financial and community impacts of the project.
 - d. Identification of available funding resources.
- 2. Staff will develop the CIP Plan with funding priorities in the following order:
 - a. Projects that maintain and preserve existing facilities.
 - b. Projects that replace existing facilities which no longer meet the needs of the community or that can no longer be maintained cost effectively.
 - c. Projects that provide new and expanded services to the community.

C. Capital Project Management

- 1. Capital projects will be managed in a phased approach as needed. The project phases will become a framework for appropriate decision points and reporting. The phasing will consist of:
 - a. Conceptual/schematic proposal
 - b. Preliminary design and cost estimate
 - c. Engineering and final design
 - d. Bid administration
 - e. Acquisition/construction
 - f. Project closeout
- 2. Each capital improvement project will have a project manager who will prepare the project proposal, ensure that required phases are completed on schedule, authorize payment of expenditures approved as required by the City's Purchasing Manual, ensure that all regulations and laws are observed, periodically report project status, track project expenditures and perform the project closeout according to current procedures.

III. REVENUE POLICIES

A. Maintenance of Revenues

- 1. The City Council will attempt to maintain a diversified and stable revenue base to shelter the City from short term fluctuations in any one revenue source.
- 2. The City Council will promote an increase in the City's revenue base through economic development programs that maintain and enhance a vigorous local economy.

Resolution No.

Page 4

3. The City Council will seek to supplement the City's revenue base through the identification of and application for State and federal grant funds, which will support identified needs.

B. User Fees and Rates

1. The City Council will attempt to recover the costs of services providing a private benefit to users through the imposition of user fees and charges.

2. The City Council will establish all user fees and charges at a level related to the direct and indirect costs of providing services and the degree of public versus private benefit.

3. Staff will recalculate annually the full costs of activities supported by user fees and rates to identify the impact of inflation and other cost increases.

4. The City Council will set fees and user rates for each enterprise fund (e.g., water, wastewater, solid waste) at a level that fully supports the total direct and indirect costs of the activity.

C. Revenue Collection

1. Staff will take all cost effective actions available to collect revenues.

2. Staff will grant use fee waivers and debt forgiveness only as authorized by City Council approved policies.

3. Staff will not grant development and permit fee waivers.

D. Interest Earnings

1. Staff will assign interest earnings to the appropriate fund based on available cash balances.

2. Investment policies will be reviewed annually by the Investment Review Committee and the City Council.

IV. FUND BALANCE POLICY

This Fund Balance Policy establishes the procedures for reporting unrestricted fund balance in the General Fund financial statements. Certain commitments and assignments of fund balance will help ensure that there will be adequate financial resources to protect the City against unforeseen circumstances and events such as revenue shortfalls and unanticipated expenditures. The policy also authorizes and directs the Chief Financial Officer to prepare financial reports which categorize fund balance in accordance with Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.

Resolution No.

Page 5

A. Procedures

Fund balance is essentially the difference between the assets and liabilities reported in a governmental fund. There are five separate components of fund balance, each of which identifies the extent to which the City is bound to honor constraints on the specific purposes for which amounts can be spent.

- Nonspendable fund balance
- Restricted fund balance
- Committed fund balance
- Assigned fund balance
- Unassigned fund balance

The first two components listed above are not addressed in this policy due to the nature of their restrictions. An example of nonspendable fund balance is a prepaid item. Restricted fund balance is either imposed by law or constrained by grantors, contributors, or laws or regulations of other governments. This policy is focused on financial reporting of unrestricted fund balance, or the last three components listed above. These three components are further defined below.

B. Committed Fund Balance

The City Council, as the City's highest level of decision-making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken, such as ordinance or resolution. These committed amounts cannot be used for any other purposes unless the City Council removes or changes the specified use by taking the same type of action it employed to commit those amounts. City Council action to commit fund balance should occur within the fiscal reporting period; however the amount can be determined in the subsequent period.

C. Assigned Fund Balance

1. Amounts that are constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance.
2. This policy hereby designates the authority to assign amounts to be used for specific purposes to the Chief Financial Officer for the purpose of reporting these amounts in the annual financial statements.

D. Unassigned Fund Balance

These are residual positive net resources of the general fund in excess of what can be properly classified in one of the other four categories.

V. RESERVE POLICIES

Resolution No.

Page 6

A. Adequate reserves will be maintained for all known liabilities, including payable employee leave balances, workers' compensation, and self insured retention limits.

B. The City Council will endeavor to maintain an operating reserve equal to 18 percent (18%) of the General Fund operating budget. The operating reserve shall be available to: cover cash flow requirements; meet unanticipated revenue shortfalls; take advantage of unexpected opportunities; invest in projects with a rapid payback; ensure against physical or natural disasters; and provide interest earnings.

C. The City Council will endeavor to maintain operating reserves in the utility funds equal to 25 percent (25%) of the operating budgets.

VI. DEBT POLICIES

A. Use of Debt

1. Any use of tax and revenue anticipation borrowing will be consistent with State and federal laws and regulations.
2. The City Council will review the issuance of long term debt only for:
 - a. Acquisition of land, construction of capital improvements, or purchase of equipment when the useful life of the asset is equal to or greater than the term of the debt.
 - b. Funding required debt reserves.
 - c. The payment of judicial awards or settlements or the establishment of actuarial reserves to pay such awards.
3. Debt financing will not be appropriate for current operating or maintenance expenses or for any recurring purposes.

B. Conditions of Use

1. The City Council will use long term debt to finance a land purchase, major equipment acquisition, a capital project, or reserve only if a cost/benefit analysis establishes that the financial and community benefits of the financing exceed the costs.
2. Benefits can include, but are not limited to, the following:
 - a. Present value benefit: The current cost plus the financing cost is less than the future cost of the project or acquisition.
 - b. Maintenance value benefit: The financing cost is less than the maintenance cost of deferring the project or acquisition.

- c. Equity benefit: Financing provides a method of spreading the cost of a project or acquisition back to the users of the project or acquisition over time.
 - d. Community benefit: Debt financing of the project or acquisition enables the City Council to meet an immediate community need.
- 3. Debt financing will be used only when project revenues or other identified revenue sources are sufficient to service the term of the debt.
 - 4. The City Council by resolution will periodically establish industry standard bond debt ratios to assess maximum debt carrying capacity and will apply these ratios to each proposed debt.
 - 5. When the City obtains debt financing on behalf of or benefiting a third party (as with assessment districts) such debt will be issued in conformance with existing City Council priorities and policies without contingent liability of the City and with all costs of issuance and administration fully reimbursed by the third party.

C. Methods

- 1. Staff will retain the following contract advisors for the issuance of debt:
 - a. Bond Counsel - To be selected by RFP periodically.
 - b. Special Counsel - To be selected by RFP periodically to protect the City's interest in complex negotiations and document review.
 - c. Financial Advisor - To be selected by RFP periodically to assist the City in assessing financing opportunities and options, selection of underwriters, preparation of all required financing documents, and other financial advisory assistance as required.
 - d. Underwriters - To be selected periodically by RFP for negotiated financings. For bond issues that are competitively bid, underwriter will be selected on the basis of lowest true interest cost (TIC).
- 2. The City Council's preference is to issue fixed rate, long-term debt with level debt service, but variable rate debt or other debt service structure may be considered if an economic advantage is identified for a particular project.
- 3. Bond proceeds will be held by an independent bank acting as trustee or fiscal agent.
- 4. The City Council's bond rating objective for the City for all debt issues is a Standard & Poor's rating of AA. Credit enhancements will be used to achieve higher ratings when there is an economic benefit.

VII. ACCOUNTING POLICIES

A. Accounting Standards

1. The City's accounting systems and procedures will comply with the Generally Accepted Accounting Principles (GAAP) and the Governmental Accounting Standards Board (GASB) to the extent necessary to achieve an unmodified audit opinion and adequate internal controls.
2. The City will adopt the Historical Cost method of fixed asset reporting to comply with GASB and the capitalization policy will be \$5,000 or more for equipment and \$20,000 for buildings and building improvements.
3. Staff will prepare quarterly and annual financial reports to present a summary of financial performance and position for major operating funds.
4. Staff will provide full disclosure in the annual financial statements and bond representations.
5. The City's budgetary system will be integrated and compatible with the accounting system.

B. Independent Auditor

1. The City will retain an independent certified auditing firm to annually conduct an audit of the financial records in accordance with all State and federal requirements.
2. The selection of the City's audit firm will be by an RFP submitted to a limited number of qualified audit firms with recognized credentials in municipal auditing.
3. In order to promote continuity in the audit process, the engagement of the audit firm will be for a minimum period of three years. Such three-year engagement may be extended on an annual basis at the option of the City Manager.

VIII. RISK MANAGEMENT POLICIES

A. The City will maintain a risk management program for public liability, workers' compensation, and loss of property exposures. This program will emphasize the prevention and avoidance of risk, whenever possible, funding for losses which cannot be avoided, and transfer of risk to third parties whenever appropriate.

B. The risk management process will include the systematic and continuous identification of loss perils and exposures, the analysis of these perils and exposures in terms of frequency and severity probabilities, the application of sound risk control procedures and the financing of risk consistent with the City's financial resources.

Resolution No.

Page 9

C. If the loss potential in dollars for a particular risk is substantial and cannot be absorbed within the City's annual operating budget, the staff will develop and maintain a program of purchased insurance, funded self insurance, or debt.

D. Staff will endeavor to promptly settle justified claims but will vigorously defend claims which are doubtful, frivolous, or unsupported.

E. Staff will maintain separate self insurance funds to identify and segregate the financial resources necessary to cover insurance premiums and self insured retentions.

1. Revenues into the insurance funds will be generated by charges to operating programs allocated to reflect loss experience.

2. Resources will be established at the end of each year to fund liability for open claims, incurred but not reported claims, and a catastrophic loss reserve as periodically recommended by an independent actuarial consultant, or as authorized for GAAP.

F. To assist in the overall administration of the risk management program, the City Council will utilize the following consultants:

1. Claims adjuster for workers' compensation and public liability/property damage.
2. Claims auditor, actuarial consultant, and risk management program auditor.
3. Insurance broker of record.

PASSED AND ADOPTED on this day of June, 2017, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

Resolution No.

P a g e 10

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ESTABLISHING FINANCIAL MANAGEMENT POLICIES**

WHEREAS, the City Council wishes to establish financial management policies to be followed in the development and implementation of the City budget.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves that the following policies will guide the development and implementation of the City's Operating and Capital Improvement Project Budgets.

I. BUDGET POLICIES

A. Budget Guidelines

- 1) The City ~~Council~~ Manager will ~~approve-prepare~~ a multi-year revenue and expenditure forecast, which will provide parameters for the budget development process.
- 2) The budget process will include the development of a balanced two-year budget. The two-year budget will include an approach that City Council approves appropriations for a one-year operating budget and capital improvement plan.
- 3) The budget will be organized in a department/service level format.
- 4) The budget development process will include the identification and evaluation of policy options for service levels. However, the adopted budget will include only those policy options approved by City Council.

B. Appropriation Priorities

1. In evaluating the level of appropriations for department enhancements, or expense reductions, staff will apply the following principles in the priority order given:
 - a. Essential services that provide for the health, safety and welfare of residents.
 - b. Contractual obligations to bondholders and other debts.
 - c. Adequate ongoing maintenance of facilities and equipment.
 - d. All other services.
2. When reductions in personnel are necessary to reduce expenditures, to the greatest extent possible this will be accomplished through normal attrition.

C. Supplemental Services

Resolution No.

P a g e 2

The City Council may budget for certain services that may also be provided by other governmental agencies or the private sector. The provision of these services will be based on a demonstrated community need or benefit over time. When appropriate, these services will be supported in whole or in part by user fees.

| D. Appropriation Changes

1. Changes to the City Council adopted budget for the fiscal year shall occur as follows:
2. By City Council action for all changes that either increase or decrease fund appropriations adopted in the annual budget appropriation resolution.
3. By the City Manager for appropriation transfers between departments within a fund.
4. By the Department Director for appropriation transfers between programs, as long as funding is available in the department as a whole.

II. CAPITAL IMPROVEMENT PROGRAM POLICIES

| A. Capital Planning Period

1. Staff will budget all capital improvements in accordance with an adopted Capital Improvement Project (CIP) Plan.
2. The City's long-range capital planning period will be a minimum of five years, or longer where appropriate.
3. The Five-Year Capital Improvement Project Plan will be reviewed and approved by City Council every other year or as needed based on economic and funding outlooks. City Council will approve appropriations annually. Appropriation changes will be in accordance with Section I.D.
4. The CIP Plan will be in conformance with and support the City's major planning documents: the most current General Plan, project specific plans, and [Citywidecitywide](#) master plans for related infrastructure improvements.
5. Staff will prepare strategic plans and master plans for major infrastructure and utility improvements with a 10- or 20-year planning horizon when appropriate.

| B. Capital Project Priorities

1. Staff will evaluate and prioritize each proposed capital project against the following criteria:
 - a. [Improvements necessary to protect public health and safety.](#)

Resolution No.

Page 3

b. Linkage with community needs as identified in the City's major planning documents.

cb. Cost/benefit analysis identifying all financial and community impacts of the project.

de. Identification of available funding resources.

2. Staff will develop the CIP Plan with funding priorities in the following order:

a. Projects that maintain and preserve existing facilities.

b. Projects that replace existing facilities which no longer meet the needs of the community or that can no longer be maintained cost effectively.

c. Projects that provide new and expanded services to the community.

C. Capital Project Management

1. Capital projects will be managed in a phased approach as needed. The project phases will become a framework for appropriate decision points and reporting. The phasing will consist of:

- a. Conceptual/schematic proposal
- b. Preliminary design and cost estimate
- c. Engineering and final design
- d. Bid administration
- e. Acquisition/construction
- f. Project closeout

2. Each capital improvement project will have a project manager who will prepare the project proposal, ensure that required phases are completed on schedule, authorize payment of expenditures approved as required by the City's Purchasing Manual, ensure that all regulations and laws are observed, periodically report project status, track project expenditures and perform the project closeout according to current procedures.

III. REVENUE POLICIES

A. Maintenance of Revenues

1. The City Council will attempt to maintain a diversified and stable revenue base to shelter the City from short term fluctuations in any one revenue source.

2. The City Council will promote an increase in the City's revenue base through economic development programs that maintain and enhance a vigorous local economy.

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Resolution No.

Page 4

3. The City Council will seek to supplement the City's revenue base through the identification of and application for State and federal grant funds, which will support identified needs.

B. User Fees and Rates

1. The City Council will attempt to recover the costs of services providing a private benefit to users through the imposition of user fees and charges.

2. The City Council will establish all user fees and charges at a level related to the direct and indirect costs of providing services and the degree of public versus private benefit.

3. Staff will recalculate annually the full costs of activities supported by user fees and rates to identify the impact of inflation and other cost increases.

4. The City Council will set fees and user rates for each enterprise fund (e.g., water, wastewater, solid waste) at a level that fully supports the total direct and indirect costs of the activity.

C. Revenue Collection

1. Staff will take all cost effective actions available to collect revenues.

2. Staff will grant use fee waivers and debt forgiveness ~~under the following conditions:~~ only as authorized by City Council approved policies.

~~a. All requests will be approved or disapproved by the City Council on a case by case basis.~~

~~b. Each request will be considered and City Council action will be by resolution.~~

~~c. All categorical fee waivers will be subject to a sunset provision as determined by the City Council.~~

3. Staff will not grant development and permit fee waivers.

D. Interest Earnings

1. Staff will assign interest earnings to the appropriate fund based on available cash balances.

2. Investment policies will be reviewed annually by the Investment Review Committee and the City Council.

IV. FUND BALANCE POLICY

Resolution No.

P a g e 5

This Fund Balance Policy establishes the procedures for reporting unrestricted fund balance in the General Fund financial statements. Certain commitments and assignments of fund balance will help ensure that there will be adequate financial resources to protect the City against unforeseen circumstances and events such as revenue shortfalls and unanticipated expenditures. The policy also authorizes and directs the Chief Financial Officer to prepare financial reports which categorize fund balance in accordance with Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.

A. Procedures

Fund balance is essentially the difference between the assets and liabilities reported in a governmental fund. There are five separate components of fund balance, each of which identifies the extent to which the City is bound to honor constraints on the specific purposes for which amounts can be spent.

- Nonspendable fund balance
- Restricted fund balance
- Committed fund balance
- Assigned fund balance
- Unassigned fund balance

The first two components listed above are not addressed in this policy due to the nature of their restrictions. An example of nonspendable fund balance is a prepaid item. Restricted fund balance is either imposed by law or constrained by grantors, contributors, or laws or regulations of other governments. This policy is focused on financial reporting of unrestricted fund balance, or the last three components listed above. These three components are further defined below.

B. Committed Fund Balance

The City Council, as the City's highest level of decision-making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken, such as ordinance or resolution. These committed amounts cannot be used for any other purposes unless the City Council removes or changes the specified use by taking the same type of action it employed to commit those amounts. City Council action to commit fund balance should occur within the fiscal reporting period; however the amount can be determined in the subsequent period.

C. Assigned Fund Balance

1. Amounts that are constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance.
2. This policy hereby designates the authority to assign amounts to be used for specific purposes to the Chief Financial Officer for the purpose of reporting these amounts in the annual financial statements.

Resolution No.

Page 6

D. Unassigned Fund Balance

These are residual positive net resources of the general fund in excess of what can be properly classified in one of the other four categories.

V. RESERVE POLICIES

A. Adequate reserves will be maintained for all known liabilities, including payable employee leave balances, workers' compensation, and self insured retention limits.

B. The City Council will endeavor to maintain an operating reserve equal to 18 percent (18%) of the General Fund operating budget. The operating reserve shall be available to: cover cash flow requirements; meet unanticipated revenue shortfalls; take advantage of unexpected opportunities; invest in projects with a rapid payback; ensure against physical or natural disasters; and provide interest earnings.

C. The City Council will endeavor to maintain operating reserves in the utility funds, Water and Wastewater Utility Enterprise Funds equal to 25 percent (25%) of the operating budgets, and reserves in the Solid Waste Enterprise Fund equal to 9 percent of the operating budget.

VI. DEBT POLICIES

A. Use of Debt

1. Any use of tax and revenue anticipation borrowing will be consistent with State and federal laws and regulations.

2. The City Council will review the issuance of long term debt only for:

a. ~~Construction and Acquisition~~ of land, construction of capital improvements, or purchase of equipment when the useful life of the asset is equal to or greater than the term of the debt.

b. ~~The creation of contractually To-f~~Funding required debt reserves.

c. The payment of judicial awards or settlements or the establishment of actuarial reserves to pay such awards.

3. Debt financing will not be appropriate for current operating or maintenance expenses or for any recurring purposes.

B. Conditions of Use

Resolution No.

Page 7

1. The City Council will use long term debt to finance a land purchase, major equipment acquisition, a capital project, or reserve only if a cost/benefit analysis establishes that the financial and community benefits of the financing exceed the costs.
2. Benefits can include, but are not limited to, the following:
 - a. Present value benefit: The current cost plus the financing cost is less than the future cost of the project or acquisition.
 - b. Maintenance value benefit: The financing cost is less than the maintenance cost of deferring the project or acquisition.
 - c. Equity benefit: Financing provides a method of spreading the cost of a project or acquisition back to the users of the project or acquisition over time.
 - d. Community benefit: Debt financing of the project or acquisition enables the City Council to meet an immediate community need.
3. Debt financing will be used only when project revenues or other identified revenue sources are sufficient to service the term of the debt.
4. The City Council by resolution will periodically establish industry standard bond debt ratios to assess maximum debt carrying capacity and will apply these ratios to each proposed debt.
5. When the City obtains debt financing on behalf of or benefiting a third party (as with assessment districts) such debt will be issued in conformance with existing City Council priorities and policies without contingent liability of the City and with all costs of issuance and administration fully reimbursed by the third party.

C. Methods

1. Staff will retain the following contract advisors for the issuance of debt:
 - a. Bond Counsel - To be selected by RFP periodically.
 - b. Special Counsel - To be selected by RFP periodically to protect the City's interest in complex negotiations and document review.
 - c. Financial Advisor - To be selected by RFP periodically to assist the City in assessing financing opportunities and options, selection of underwriters, preparation of all required financing documents, and other financial advisory assistance as required.

Resolution No.

Page 8

d. Underwriters -- To be selected periodically by RFP for negotiated financings. For bond issues that are competitively bid, underwriter will be selected on the basis of lowest true interest cost (TIC).

2. The City Council's preference is to issue fixed rate, long-term debt with level debt service, but variable rate debt or other debt service structure may be considered if an economic advantage is identified for a particular project.

3. Bond proceeds will be held by an independent bank acting as trustee or fiscal agent.

4. The City Council's bond rating objective for the City for all debt issues is a Standard & Poor's rating of AA. Credit enhancements will be used to achieve higher ratings when there is an economic benefit.

VII. ACCOUNTING POLICIES

A. Accounting Standards

1. The City's accounting systems and procedures will comply with the Generally Accepted Accounting Principles (GAAP) and ~~standards promulgated by the Financial Accounting Standards Board (FASB)~~ and the Governmental Accounting Standards Board (GASB) to the extent necessary to achieve an unmodified audit opinion and adequate internal controls.

2. The City will adopt the Historical Cost method of fixed asset reporting to comply with GASB and the capitalization policy will be \$5,000 or more for equipment and \$20,000 for buildings and building improvements.

3. Staff will prepare quarterly and annual financial reports to present a summary of financial performance and position for major operating funds.

4. Staff will provide full disclosure in the annual financial statements and bond representations.

5. The City's budgetary system will be integrated and compatible with the accounting system.

B. Independent Auditor

1. The City will retain an independent certified auditing firm to annually conduct an audit of the financial records in accordance with all State and federal requirements.

2. The selection of the City's audit firm will be by an RFP submitted to a limited number of qualified audit firms with recognized credentials in municipal auditing.

Resolution No.

P a g e 9

3. In order to promote continuity in the audit process, the engagement of the audit firm will be for a minimum period of three years. Such three-year engagement may be extended on an annual basis at the option of the City Manager.

VIII. RISK MANAGEMENT POLICIES

A. The City will maintain a risk management program for public liability, workers' compensation, and loss of property exposures. This program will emphasize [the prevention and](#) avoidance of risk, whenever possible, funding for losses which cannot be avoided, and transfer of risk to third parties whenever appropriate.

B. The risk management process will include the systematic and continuous identification of loss perils and exposures, the analysis of these perils and exposures in terms of frequency and severity probabilities, the application of sound risk control procedures and the financing of risk consistent with the City's financial resources.

C. If the loss potential in dollars for a particular risk is substantial and cannot be absorbed within the City's annual operating budget, the staff will develop and maintain a program of purchased insurance, funded self insurance, or debt.

D. Staff will endeavor to promptly settle justified claims but will vigorously defend claims which are doubtful, frivolous, or unsupported.

E. Staff will maintain separate self insurance funds to identify and segregate the financial resources necessary to cover insurance premiums and self insured retentions.

1. Revenues into the insurance funds will be generated by charges to operating programs allocated to reflect loss experience.

2. Resources will be established at the end of each year to fund liability for open claims, incurred but not reported claims, and a catastrophic loss reserve as periodically recommended by an independent actuarial consultant, or as authorized for GAAP.

F. To assist in the overall administration of the risk management program, the City Council will utilize the following consultants:

1. Claims adjuster for workers' compensation and public liability/property damage.
2. Claims auditor, actuarial consultant, and risk management program auditor.
3. Insurance broker of record.

PASSED AND ADOPTED on this day of June, 2016~~7~~, by the following vote:

AYES:

Resolution No.

P a g e 10

NOES:

ABSENT:

Tim Flynn, Mayor

Resolution No.

P a g e 11

ATTEST:

| ~~Daniel Martinez~~Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 3

DATE: June 20, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Daniel Rydberg
Public Works Director

A handwritten signature in black ink, appearing to read "Daniel Rydberg".

SUBJECT: Fourth Amendment to Agreement No. A-7620 with Aquatic Bioassay Consulting Laboratories, Inc (5/5/5)

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute a Fourth Amendment to Agreement No. A-7620 with Aquatic Bioassay and Consulting Laboratories, Inc. for water monitoring services, adding an amount of \$449,111 for a total agreement amount of \$1,995,074 and extending the termination date to July 1, 2018.

BACKGROUND

The Oxnard Wastewater Treatment Plant discharges treated wastewater to the Pacific Ocean via an ocean outfall structure. This discharge is regulated by both federal and state laws, and is permitted by the California Regional Water Quality Control Board (Water Board) via a National Pollutant Discharge Elimination System (NPDES) permit. The permit requires the City to monitor the quality of the treated wastewater, as well as monitor the Pacific Ocean in the vicinity of the outfall structure (Santa Clara River Mouth to Point Mugu). The ocean monitoring includes both chemical and biological sampling & analyses. In addition, the City needs assistance with the upcoming wastewater treatment plant's NPDES permit renewal.

The City's NPDES permit requires that the City utilize only laboratories which are certified by the California Environmental Laboratories Accreditation Program (ELAP). In the State of

Fourth Amendment to Agreement No. A-7620 with ABC Laboratories, Inc (5/5/5)

June 20, 2017

Page 2

California, there are 605 ELAP-certified laboratories. Of the 605 total laboratories, there are 102 located in the six coastal counties surrounding Oxnard (Los Angeles, Orange, Ventura, San Diego, San Luis Obispo, and Santa Barbara). Staff researched the 102 companies in order to establish a list of proposers that may be able to meet the sampling requirements in Oxnard's permit. Of the 102 laboratories researched and contacted, 21 expressed interest in the City's request for proposals. On August 15, 2013, the City issued a request for proposals for receiving water monitoring services to the 21 companies, advertised in the Ventura County Star, and posted on the City's website. Only Aquatic Bioassay & Consulting Laboratories, Incorporated (ABC Laboratories) responded to the City's request for proposals.

On November 5, 2013, the City Council approved Agreement No. A-7620 with ABC Laboratories for receiving water monitoring services in the amount \$211,098 for the first nine-month period, and provided for an option to renew for five (5) additional one-year terms at approximately \$450,000 per year. The annual costs are for basic services excluding special studies required by the Water Board. A First Amendment to the Agreement for fiscal year 2014-2015 was approved by City Council on July 8, 2015, in the amount of \$451,281. A Second Amendment was approved by City Council on July 21, 2015, for fiscal year 2015-2016 in the amount of \$459,788, and a Third Amendment was approved by City Council on July 12, 2016, for fiscal year 2016-2017 in the amount of \$423,796. This proposed Fourth Amendment is in the amount of \$449,111 and extends the termination date to July 1, 2018.

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

Funds are included in the Proposed Fiscal Year 2017-2018 Wastewater Treatment Services Testing & Compliance (Account No. 621-6202-842-8210) to cover the cost of this Fourth Amendment.

ATTACHMENTS:

Attachment A - Fourth Amendment to ABC Labs, Inc. A-7620

Agreement No. A-7620

FOURTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Fourth Amendment ("Fourth Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and Aquatic Bioassay & Consulting Laboratories, Inc. ("Consultant"). This Fourth Amendment amends the Agreement entered into on October 22, 2013, by City and Consultant. The Agreement previously has been amended on July 8, 2014, by a First Amendment, on July 14, 2015, by a Second Amendment, and on July 12, 2016 by a Third Amendment.

City and Consultant agree as follows:

1. Section 12 of the Agreement is deleted in its entirety and replaced with the following: "This Agreement shall begin on October 22, 2013, and expire on June 30, 2018, with the potential for one (1) additional one-year extension beginning July 1, 2018, based upon successful completion of the terms of the monitoring program."
2. Section 14a of the Agreement is amended to read as follows: "City agrees to pay Consultant in an amount not to exceed \$1,995,074 for services provided under this Agreement until July 1, 2018, at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein. As of April 18, 2017, \$1,545,963 of this total has already been paid to Consultant, leaving \$449,111 for the term of July 1, 2017, to June 30, 2018."
3. Exhibit A, A1, A2, and A3 are supplemented with Exhibit A4, attached hereto, and incorporated herein by reference. Exhibit A shall apply only to the work completed between the dates of October 22, 2013, to June 30, 2014. Exhibit A1 shall apply only to the work completed between the dates of July 1, 2014, to June 30, 2015. Exhibit A2 shall apply only to the work completed between the dates of July 1, 2015, to June 30, 2016. Exhibit A3 shall apply only to the work completed between the dates of July 1, 2016, to July 1, 2017. Exhibit A4 shall apply only to the work completed between the dates of July 2, 2017, to June 30, 2018.
4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

AQUATIC BIOASSAY & CONSULTING
LABORATORIES, INC.

Tim Flynn, Mayor

Thomas Mikel, President

ATTEST:

Mellody Mikel, Secretary

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney

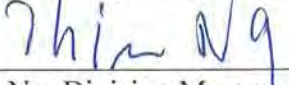
APPROVED AS TO INSURANCE:

Mike More, Risk Manager

APPROVED AS TO CONTENT



Daniel Rydberg, P.E., Public Works Director



Thien Ng, Division Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

Ruth Osuna, Assistant City Manager

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

CITY OF OXNARD

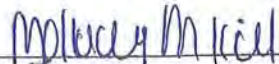
AQUATIC BIOASSAY & CONSULTING
LABORATORIES, INC.

Tim Flynn, Mayor



Thomas Mikel, President

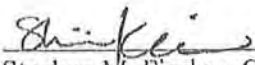
ATTEST:



Melody Mikel, Secretary

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

APPROVED AS TO CONTENT

Daniel Rydberg, P.E., Public Works Director

Thien Ng, Division Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

Ruth Osuna, Assistant City Manager

SCOPE OF WORK (FY 2017-18)
EXHIBIT A4

Consultant shall conduct all the following activities in accordance with Attachment E of the City of Oxnard Wastewater Treatment Plant NPDES No. CA0054097 Order No. R4-2013-0094 (Monitoring and Reporting Program (MRP) :

1. Core monitoring, regional monitoring and special studies as described in the General Monitoring Provisions.
2. Receiving Water Monitoring Requirements – Surface Water and Groundwater Section VII. Parts A, B, C, D, and E.
3. Other Monitoring Requirements Section VIII. A. Special Study and B. Outfall and Diffuser Inspection.
4. Reporting Requirements Section IX D. 2. Receiving Water Monitoring Report and 3. Outfall Inspection Report.

Task 1 – Receiving Water Monitoring - \$181,431

Consultant shall continue to provide receiving monitoring to include four (4) quarterly reports, one (1) annual Report, Data Management and analysis and Regional Monitoring in accordance with the Wastewater Treatment Plant National Pollutant Discharge Elimination System (NPDES) Permit for Fiscal Year 2017-18.

Deliverables	Four (4) Quarterly Receiving Water Field Surveys: (Aug, Nov, Feb, May Four (4) Quarterly Sets of Laboratory Analyses: Bacti & Ammonia Monthly Program Management including (4) Quarterly Receiving Water Monitoring Reports, Regional Monitoring & Annual Report
--------------	---

Task 2 – Benthic Sediments Monitoring - \$106,832

Consultant shall continue to provide Benthic Sediments Monitoring services to include data management, analysis, reporting, and Regional Monitoring in accordance with the City's NPDES Permit.

Deliverables	Field Sampling: Benthic Sediments Laboratory Analyses: chemistry, infauna, toxicity Monthly Program Management, Regional Monitoring and Annual Report
--------------	--

Task 3 – Fish & Macroinvertebrate Monitoring - \$70,171

Consultant shall continue to provide fish and macroinvertebrate monitoring services to include data management, population trawls for fish and invertebrates, bioaccumulation monitoring using bagged mussel arrays (drop trawl and dive caught bioaccumulation per permit agreement) and including 15 tissue analyses.

Deliverables	Field Sampling: trawled populations, mussel arrays Laboratory Analyses: tissue chemistry Monthly Program Management, Regional Monitoring and Annual Report
--------------	--

Task 4 – Seafood Safety Monitoring - \$57,035

Consultant will begin monitoring seafood contamination levels in 2014, 2015 and 2017 following the work plan approved by the Los Angeles Regional Water Quality Control Board.

Deliverables	Field Sampling: rigfishing, caging, spearfishing Laboratory Analyses: tissue chemistry Monthly Program Management, Regional Monitoring and Annual Report
--------------	--

Task 5 – Special Studies Workplan for 2018 - \$4,000

Special studies are focused on refined questions regarding specific effects or development of monitoring techniques and are anticipated to be of short duration and/or small scale, although multiyear studies may also be needed. Questions regarding effluent or receiving water quality, discharge impacts, ocean processes in the area of the discharge, or development of techniques for monitoring the same, arising out of the results of core or regional monitoring, may be pursued through special studies. These studies are by nature ad hoc and cannot be typically anticipated in advance of the five-year permit cycle.

Consultant shall represent the Discharger and annually consult with the Los Angeles Regional Water Quality Control Board (LARWQCB) to determine the need for special studies. The Discharger shall submit proposals for any proposed special studies to the LARWQCB by December 15th, 2017 for the following year's (2018) monitoring effort (July through June). The following year, detailed scopes of work for proposals, including reporting schedules, shall be presented by the Discharger at a Spring Regional Water Quality Control Board meeting, to obtain approval of its proposed special study or studies and to inform the public. Upon approval by the Regional Water Control Board, the Consultant shall implement its special study or studies.

Deliverables	Special Study Proposal and Workplan to the LARWQCB
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Task 6 – Kelp Bed Monitoring - \$8,702

Consultant shall continue to participate in the Central Coast Kelp Consortium for FY 2017-18.

Deliverables	Participation in Central Region Kelp Survey Consortium as
--------------	---

	Required
--	----------

Task 7 – Annual Outfall & Diffuser Inspection - \$15,939

Consultant shall inspect the City's Outfall and Diffuser and provide a report to the City on their condition.

Deliverables	Field work: outfall dive video Laboratory: video review and editing Monthly Program Management and Annual Report
--------------	--

Task 8 – NPDES Permit Renewal - \$5,000

Consultant shall assist the City's management team during the NPDES renewal process by providing input regarding the current receiving water monitoring program and how it can be modified to ensure efficiency and scientific defensibility.

Deliverables	Up to (4) onsite meetings with City and/or Regional Board staff Preparation for meetings, including data analysis Review of Tentative NPDES Permit
--------------	--

Budget Year	Program	Task Total	2017-2018 Budget	Comments
2017 - 2018	Task 1 Receiving Water Monitoring	Field Lab Management \$ 86,149 \$ 51,730 \$ 43,552	\$ 181,431	(4) Qtrly surveys in August, November, February, May Bacti and ammonia analyses; 54 each per quarterly survey (4) Qtrly rpts; Annual Report; Data Management & Analysis; Regional
	Task 2 Benthic Sediments Monitoring	Field Lab Management \$ 22,116 \$ 25,459 \$ 59,258	\$ 106,832	August and September NPDES specified constituents: (7) stations Bight Regional Meetings, program management
	Task 3 Fish & Macroinvertebrate Monitoring	Field Lab Management \$ 32,086 \$ 23,101 \$ 14,984	\$ 70,171	Population Trawls + Bagged Mussels NPDES specified constituents: (15) composite samples Bight Regional Meetings, program management
	Task 4 Seafood Safety Monitoring	Field Lab Management \$ 42,136 \$ 6,742 \$ 8,157	\$ 57,035	Only in years 2,3 and 5 of the permit; 2016 was excluded NPDES specified constituents: (15) composite samples Bight Regional Meetings, program management
	Task 5 Special Studies Mussel array & Effluent CECs	Field Lab Management \$ - \$ - \$ 4,000	\$ 4,000	Completed
	Task 6 Kelp Bed Monitoring	Management \$ 8,702	\$ 8,702	Annual Meeting; document review; aerial fly over costs
	Task 7 Annual Outfall & Diffuser Inspection	Field Lab Management \$ 11,100 \$ 2,717 \$ 2,122	\$ 15,939	September to October annually Video review and preparation Program Management
	Task 8 NPDES Permit Renewal	Lab Management \$ 2,122 \$ -	\$ 5,000	Up to (4) onsite meetings with City and/or Regional Board staff Preparation for meetings, including data analysis Review of Tentative NPDES Permit
TOTAL 2016 to 2017 Budget		\$ 449,111	\$ 449,111	





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

3/10/2017

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

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

PRODUCER ISU INS SERV - BC ENV BROKERAGE 1037 Suncast Ln Ste 103 El Dorado Hills, CA 95762	CONTACT NAME: DINA ATHEY	FAX (AC, No): (916) 939-1085
	PHONE (AC, No, Ext): (916) 939-1080	E-MAIL ADDRESS:
INSURED AQUATIC BIOASSAY & CONSULTING LABS, INC. ABC LABS 29 NORTH OLIVE STREET VENTURA, CA 93001	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ADMIRAL INSURANCE COMPANY	NAIC# 24856
	INSURER B: HARTFORD ACCIDENT & INDEMNITY	22357
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR LTR	TYPE OF INSURANCE	ADOL INSD	INSUR RVP	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			FEI-ECC-22865-00	07/29/16	07/29/17				
	☒ CONT. POLLUTION GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:									
	☒ AUTOMOBILE LIABILITY ☒ ANY/AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS									
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED: ☐ RETENTION \$									
	☐ CLAIMS-MADE					57 UEC UO6851 SC	07/29/16	07/29/17	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
									BODILY INJURY (Per person)	\$
									BODILY INJURY (Per accident)	\$
									PROPERTY DAMAGE (Per accident)	\$
										\$
A	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED: ☐ RETENTION \$			FEI-EXS-22866-00	07/29/16	07/29/17	EACH OCCURRENCE	\$ 5,000,000		
	☐ CLAIMS-MADE			OVER PRIM/AUTO/WC			AGGREGATE	\$ 5,000,000		
								\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETARY PARTNERSHIP NEGATIVE OFFICER/MEMBER EXCLUDED* (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y/N	☐ N/A				PER STATUTE	OTHER		
							E.L. EACH ACCIDENT	\$		
							E.L. DISEASE - EA EMPLOYEE	\$		
							E.L. DISEASE - POLICY LIMIT	\$		
A	☒ PROF. LIAB. ☒ CLAIMS MADE			FEI-ECC-22865-00	07/29/16	07/29/17	\$2,000,000 OCCURRENCE \$2,000,000 AGGREGATE			
				RETRO: 07/29/04						

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

RE: CITY OF OXNARD RECEIVING WATER MONITORING PROJECT; CITY OF OXNARD, FIELD MONITORING SERVICES
THE CITY OF OXNARD HAS BEEN NAMED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY.

CERTIFICATE HOLDER CITY OF OXNARD ATTN: JEREMY GRANT 6001 S. PERKINS ROAD OXNARD, CA 93033	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AQUABIO-01

ANDREA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/13/2017

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

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

PRODUCER Associated Insurance Services, Inc. PO Box 7329 Thousand Oaks, CA 91359	CONTACT Jennifer Balek NAME:	
	PHONE (A/C, No, Ext): (805) 495-4634	FAX (A/C, No): (805) 494-0781
	E-MAIL ADDRESS: jennifer@insureservice.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Midwest Employers	23612
INSURED Aquatic Bioassay & Consulting 29 N. Olive St. Ventura, CA 93001	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	X KEY0136085	01/05/2017	01/05/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Waiver of subrogation applies per attached.

CERTIFICATE HOLDER City of Oxnard Attn: Risk Manager Ref: A-6892 300 W 3rd St Ste 302 Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT CALIFORNIA (Blanket)

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

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

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

State	Description
CA	Any party with whom the insured agrees to waive subrogation in a written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 1/5/2017

Policy Number: KEY0136085

Endorsement No.:

Insured Name: Aquatic Bioassay & Consulting

Insurance Company: Midwest Employers Casualty
Company

Countersigned By

