

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, 305 West Third Street 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.ci.oxnard.ca.us.



AGENDA

OXNARD CITY COUNCIL

*OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

*OXNARD FINANCING AUTHORITY

*OXNARD HOUSING AUTHORITY

Regular Meetings

City Council Chambers, 305 West Third Street, Oxnard

April 7, 2015

6:00 P.M.

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Community Development Commission Successor Agency, the Oxnard Financing Authority and the Oxnard Housing Authority will not meet because there are no items requiring consideration on this date.**

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

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Resolution to Library Board Member Yvette Stein for her outstanding service as trustee of the Oxnard Public Library Board and over 20 Years of Volunteer Service.
2. SUBJECT: Presentation of Resolution for Library Board Member Jean Gentry for her outstanding service as trustee of the Oxnard Public Library Board and over 10 Years of Volunteer Service.
3. SUBJECT: Presentation of Commendation for Library Board Member Radell Mitchell for her outstanding service as trustee of the Oxnard Public Library Board and over 20 Years of Volunteer Service.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (30 Minutes)

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.ci.oxnard.ca.us.

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. 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 any 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. The presiding officer shall limit public comments to three minutes.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS – 6:30 P.M. This is a report carried over from March 24, 2015 Meeting.

Development Services Department

1. SUBJECT: Verbal Update on the Development Services Department One-Stop Permit Center Program.

RECOMMENDATION: Receive and consider report.

Legislative Body: CC

Contact: Matthew Winegar

Phone: 385-7896

K. REPORTS

Police Department

1. SUBJECT: Verbal Update on 2014-2015 Crime Statistics and Enforcement/Prevention Strategies.

RECOMMENDATION: Receive and consider report.

Legislative Body: CC

Contact: Jeri Williams

Phone: 385-7624

L. 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.

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. PUBLIC COMMENTS ON STUDY SESSION

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

P. STUDY SESSION

Q. 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.

R. 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.

S. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review. (001)

RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the City Manager to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Development Services Department

2. SUBJECT: Approval and Acceptance of a Traffic Signal Easement Agreement Allowing Installation of Traffic Loops on Private Property for a New Traffic Signal on Esplanade Drive Approximately 1000 feet Northwest of Vineyard Avenue. (005)

RECOMMENDATION: Approve and authorize the Mayor to execute the Traffic Signal Easement Agreement with California Property Owner 1, LLC (A-7765) and the associated Certificate of Acceptance.

Legislative Body: CC

Contact: Paul Wendt

Phone: 385- 7894

Housing Department

3. SUBJECT: Annual Report of the Mobilehome Park Rent Review Board. (013)

RECOMMENDATION: Receive and file the 2014 Annual Report of the Mobilehome Park Rent Review Board.

Legislative Body: CC

Contact: Karl Lawson

Phone: 385-8095

M. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY

April 7, 2015

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BUSINESS/COMMITTEE REPORTS

1. SUBJECT: Discussion and Determination Whether to Include at Future City Council Meetings for Consideration, with the Accompanying Appropriate Research and Agenda Report, Items Raised at Previous Council Meetings.

RECOMMENDATION: Consider and determine by majority vote whether to include the following items on future City Council meeting agendas: 1) St. Francis Dam Failure Presentation; 2) Green Building Code Presentation; 3) Regulation of Dogs on Public Beaches; 4) Establishment of an Athletics Commission; 5) Electronic cigarettes; and 6) River Levee.

Legislative Body: CC

Contact: Stephen Fischer

Phone: 385-7483

T. ADJOURNMENT

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Greg Nyhoff, City ManagerAgenda Item No. S-1Reviewed By: City Manager GMCity Attorney JRGFinance Ø

Other (Specify) _____

DATE: March 24, 2015**TO:** City Council**FROM:** Greg Nyhoff, City Manager
City Manager's Office**SUBJECT:** Agreements for City Council Review**RECOMMENDATION**

That City Council, pursuant to Ordinance 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.

DISCUSSION

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

FINANCIAL IMPACT

Funding information is included on the attached list.

Attachment - #1 – List of Agreements/Contracts and/or Change Orders/Amendments

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.

City Manager Contract List for 04/07/2015

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Original Agreement	Library Barbara Murray	Califa Agreement No. 7047-15-LI	3 year broadband connectivity for Oxnard public libraries California State Library selected Califa to facilitate connections for public library broadband connectivity for California Library Services Act (CLSA) approved libraries. Califa will submit the E-Rate application for Oxnard Public Library (OPL) that includes broadband and site to site connectivity to and from all OPL libraries. Oxnard qualifies for a 90 percent rebate (rebates range from 20 percent to 90 percent), which is based on the level of poverty and the urban/rural status of the population served. Year one cost is \$58,200 and the OPL will get a \$52,380 rebate. Year two cost is \$52,200 and OPL will get a \$46,980 rebate. Year three cost is \$52,200 and OPL will get a \$46,980 rebate. Total cost for the 3 year contract is \$162,600 less \$146,380 in rebates for a net cost of \$16,260. The California State Library selected Califa Group through a bid process. Total Contract Amount: \$162,600 FundingSource: General Fund	\$162,600
B	Purchase Order	Police Kevin Baysinger	Motorola Solutions Purchase Order No. 2048	Radios for Gang Task Force Police is requesting authorization to purchase twenty-five (25) portable Motorola APX6000 Model 3.5 portable radios for use by the Department's Special Enforcement Unit. These radios will be used to replace the older Motorola HT1250 radios, which are currently being phased out of use by the Department. Three bids have been obtained. Motorola Solutions provided the lowest quote and is the preferred vendor. Total Contract Amount: \$73,486 FundingSource: Gang Violence Suppression Grant	\$73,486

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ATTACHMENT
PAGE 1 OF 2

City Manager Contract List for 04/07/2015

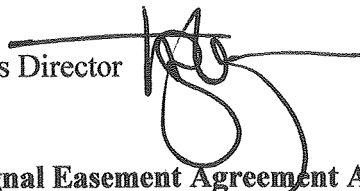
Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
C	Task Order	Development Services Cynthia Daniels	Stantec Consulting Services Inc. Agreement No. 6856-14-CM	Professional Engineering Services for Crosswalk Beacons 2015 Task order adds a new intersection at Oxnard Blvd. and Ash St. for a pedestrian warning beacon at the crosswalk, and deletes the warning beacon at Justin Way and Bard. Consultant will conduct field investigation and prepare construction documents to be incorporated into Project Specification No. DS 15-21 for 13 crosswalks citywide. Task Order 2 was \$24,440 for the original 13 crosswalks. Task Order 2A adds \$2,520, for a total of \$26,960 for the project. Consultant was selected by a request for proposals for on-call engineering services. Total Contract Amount: \$750,000 FundingSource: Development Fees	\$26,960
		385-7871	Task Order 2A		

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Paul Wendt

Agenda Item No. 5-2Reviewed By: City Manager City Attorney Finance 

Other (Specify) _____

DATE: April 7, 2015**TO:** City Council**FROM:** Matthew G. Winegar, Development Services Director
Development Services Department **SUBJECT:** Approval and Acceptance of a Traffic Signal Easement Agreement Allowing Installation of Traffic Loops on Private Property for a New Traffic Signal on Esplanade Drive Approximately 1000 feet Northwest of Vineyard Avenue**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute the Traffic Signal Easement Agreement with California Property Owner 1, LLC and the associated Certificate of Acceptance.

DISCUSSION

On December 11, 2012, the City Council issued Resolution 14,288 approving Planning and Zoning Permit 12-540-001, approving the Kroger Company's proposal to redevelop the Food 4 Less site located at the southwest corner of Vineyard Avenue and Esplanade Drive. Condition number 202 of Planning Commission Resolution 2012-29 referenced in the City Council Resolution required the applicant to install a new traffic signal on Esplanade Drive at the main driveway for the Food 4 Less Shopping Center. The driveway was designed to align with an existing driveway serving the Esplanade Shopping Center on the north side of Esplanade Drive thereby creating a four leg intersection. The proposed intersection design results in traffic signal control loops being located on the Esplanade Shopping Center which is owned by California Property Owner 1, LLC.

The Kroger Company, with input from the City, negotiated the attached Traffic Signal Easement Agreement which includes conditions, which while reasonable, are not standard wording for easements dedicated to the City. The non-standard conditions are requested by the Esplanade Shopping Center owner who is not involved in reconstruction of the Food 4 Less site. These non-standard conditions include:

1. A stated requirement to repair, restore, and replace damaged property resulting from work performed on the property by the City. While not included in standard wording for easements obtained by the City, this is the City's standard practice;
2. A stated requirement to not materially interfere with the use, operation, or activities by coordinating any repair activities with the owner. While not included in standard wording for

easements obtained by the City, this is the City's standard practice;

3. The agreement includes a hold harmless section wherein the Grantor acknowledges that the City is self-insured and requires the City to hold the Grantor harmless and defend the Grantor from any liability resulting from the easement.

The traffic signal could be redesigned to eliminate the traffic loops on the north leg of the intersection but such a design is less desirable. Staff recommends approval of the Traffic Signal Easement Agreement with the Grantor's requested conditions.

FINANCIAL IMPACT

There is no anticipated financial impact from the easement agreement. Maintenance of the traffic loop within the easement has inconsequential financial impact.

(PJW)

Attachment #1 - Traffic Signal Easement Agreement with California Property Owner 1, LLC

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF OXNARD
305 W. Third Street
Oxnard, California 93030
Attention: City Clerk

APN: 142-0-001-062

SPACE ABOVE THIS LINE FOR RECORDER'S USE
EXEMPT FROM RECORDING FEES PURSUANT TO GOV. CODE §§ 6103 and 27383

A-7765

TRAFFIC SIGNAL EASEMENT AGREEMENT

THIS TRAFFIC SIGNAL EASEMENT AGREEMENT ("Agreement"), is entered into as of February 16, 2015, by and between CALIFORNIA PROPERTY OWNER 1, LLC, a Delaware limited liability company ("Grantor") and the CITY OF OXNARD, a California municipal corporation ("City").

RECITALS

A. WHEREAS, Grantor owns that certain real property (the "Property") known as Assessor's Parcel No. 142-0-001-062, as more particularly described in and depicted on Exhibit A, attached hereto and incorporated herein by this reference; and

B. WHEREAS, City desires to acquire and Grantor desires to convey a certain permanent non-exclusive easement ("Easement") over, under, on and across a portion of the Property, as more particularly described in and depicted on Exhibit B (the "Easement Area"), attached hereto and incorporated herein by this reference, for the purposes set forth herein in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement. Grantor hereby grants City: (i) a permanent non-exclusive easement over, under, on and across that portion of the Property described in and depicted on Exhibit B for so long as the Easement Area is used exclusively for the purposes of installing, repairing, replacing, maintaining, using and inspecting a traffic signal control system (the "Traffic Loop") that comprises pressure sensitive rubber tubes installed into certain channels to be cut into the existing concrete driveway apron and parking lot portion of the Property, and connected to the new traffic signal; and (ii) the right of ingress and egress in, to, over, through and across the Property adjacent to or in the vicinity of the Easement Area for any purpose needful for the full enjoyment of any of the rights granted herein.

2. Term. This Agreement, and the Easement granted herein, shall continue in full force and effect from the date of recordation of this Agreement in perpetuity, unless this Agreement is amended, modified or terminated by an agreement executed, acknowledged and recorded by Grantor and City.

3. Repair, Restoration and Replacement of Damaged Property. City shall be responsible for any damage to the Property or any other property of Grantor (or any tenant, licensee or invitee of Grantor) resulting from City's exercise of any of the rights granted herein. City shall repair and restore to its original condition the Property or any other property of Grantor (or any tenant, licensee or invitee of Grantor), including, but not limited to lawns, driveways, parking areas, asphalt, concrete, shrubbery, trees, fences, facilities, damaged or destroyed in connection with the Easement or use of the Easement Area. City shall remove all trash and other debris from the Easement Area and shall restore the surface thereof as nearly as possible to its original condition after each access by City, its agents, employees or contractors.

4. Interference with Existing Uses, Operations and Activities. City shall not materially interfere with the use by and operation and activities of Grantor, its tenants, licensees and invitees on the Property, and City shall exercise all rights granted to it hereunder in such a manner as shall occasion the least practicable damage and inconvenience to Grantor, its tenants, licensees and invitees including, but not limited to, using commercially reasonable efforts so as to not block or otherwise impede access to and from the Property.

5. Interference with City Use. No structures or other use, which interferes with City's use of the Easement, shall be permitted within the Easement Area. Grantor reserves the right to make use of the Easement Area in a manner, which is not inconsistent with the rights herein conveyed, or which does not materially interfere with the City's use of the Easement Area for the purposes defined herein.

6. Insurance, Indemnification. Grantor acknowledges that City is self-insured for general liability claims in accordance with California Government Code sections 989 and 990. Accordingly, the following statement is provided by City instead of, and has the full force and effect of, a certificate of insurance from a licensed insurance company:

City agrees to indemnify, hold harmless, and defend Grantor, its constituent members, lenders, affiliates and each of their respective directors, officers, managers, shareholders, members, partners, agents, and employees (collectively, the "**Indemnitees**"), 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 in connection with this Easement or any rights granted hereunder; provided that if the liability, damages, costs and financial loss which forms the basis for any claim, suit or judgment are determined to have been caused by the combined negligent or willful acts or omissions of City and Indemnitees, the City and Indemnitees agree to bear their respective share of any award, settlement, or judgment and shall bear their own costs of defense, including attorneys' fees.

Notwithstanding the foregoing, the indemnification by City hereinabove does not extend to payment of costs of defense or indemnity of any of the Indemnitees for any loss arising from the sole negligence or willful misconduct of the Indemnitees. The provisions of this section shall survive the expiration or sooner termination of this Easement.

7. Representations. Grantor makes no representation herein as to the fitness of the Easement Area for the use intended by the City.

8. Entire Agreement. This Easement covers all agreements between the parties and no representation or statements, verbal or written, have been made which modify, add to, or change the terms of this Agreement.

9. Run with the Land. This Easement shall run with the land and will bind all future owners of any interest in the Easement Area.

10. Authority. Grantor warrants and declares that it is the sole owner of the Property and that it is authorized to grant this Easement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first written above.

GRANTOR:

CALIFORNIA PROPERTY OWNER 1, LLC, a
Delaware limited liability company

By: _____


Thomas W. Litzler
Executive Vice President, President West Region

CITY:

CITY OF OXNARD, a California municipal corporation

By: _____

Tim Flynn, Mayor

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by the TRAFFIC SIGNAL EASEMENT AGREEMENT dated February 16, 2015, from California Property Owner 1, LLC, a Delaware limited liability company to the City of Oxnard, a municipal corporation and governmental agency is hereby accepted, and pursuant to City Council Resolution No. 1939, recorded in book 1591, Official Records of Ventura County at page 273, the City Council consents to recordation thereof by its duly authorized officer.

DATED: _____

CITY OF OXNARD, a California municipal corporation

By: _____
Tim Flynn, Mayor

TRAFFIC SIGNAL EASEMENT EXHIBIT "A"

SAID DEDICATION IS A VARIABLE WIDTH EASEMENT FOR TRAFFIC SIGNAL AND PUBLIC UTILITY PURPOSES IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, LYING WITHIN THAT PORTION OF LAND DESCRIBED IN "PARCEL C" OF LOT LINE ADJUSTMENT MAP RECORDED JANUARY 2, 2001 AS INSTRUMENT NO. 01-00010, ALL OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE ALONG THE RIGHT OF WAY LINE OF ESPLANADE DRIVE, SHOWN ON SAID LOT LINE ADJUSTMENT AS "NORTH 33°39'20" 335.29 FEET", THENCE ALONG SAID RIGHT OF WAY LINE NORTH 33°39'20" WEST 178.02 FEET TO THE **TRUE POINT OF BEGINNING;**

THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 56°20'40" EAST 13.57 FEET;

THENCE SOUTH 80°36'59" EAST 8.11 FEET;

THENCE SOUTH 33°39'20" EAST 8.00 FEET;

THENCE NORTH 56°20'40" EAST 18.00 FEET;

THENCE SOUTH 33°39'20" EAST 15.00 FEET;

THENCE SOUTH 56°20'40" WEST 15.50 FEET;

THENCE SOUTH 33°39'20" EAST 20.00 FEET;

THENCE SOUTH 00°38'22" WEST 15.09 FEET;

THENCE SOUTH 56°20'40" WEST 13.50 FEET TO THE SAID RIGHT OF WAY LINE;

THENCE ALONG SAID RIGHT OF WAY LINE NORTH 33°39'20" WEST 61.00 FEET TO THE **TRUE POINT OF BEGINNING.**



10/6/2014

MICHAEL JAMES KNAPTON

DATE

P.L.S.8012

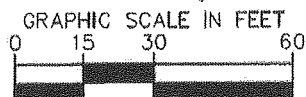
REV: 10/6/2014



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EXHIBIT 'B'

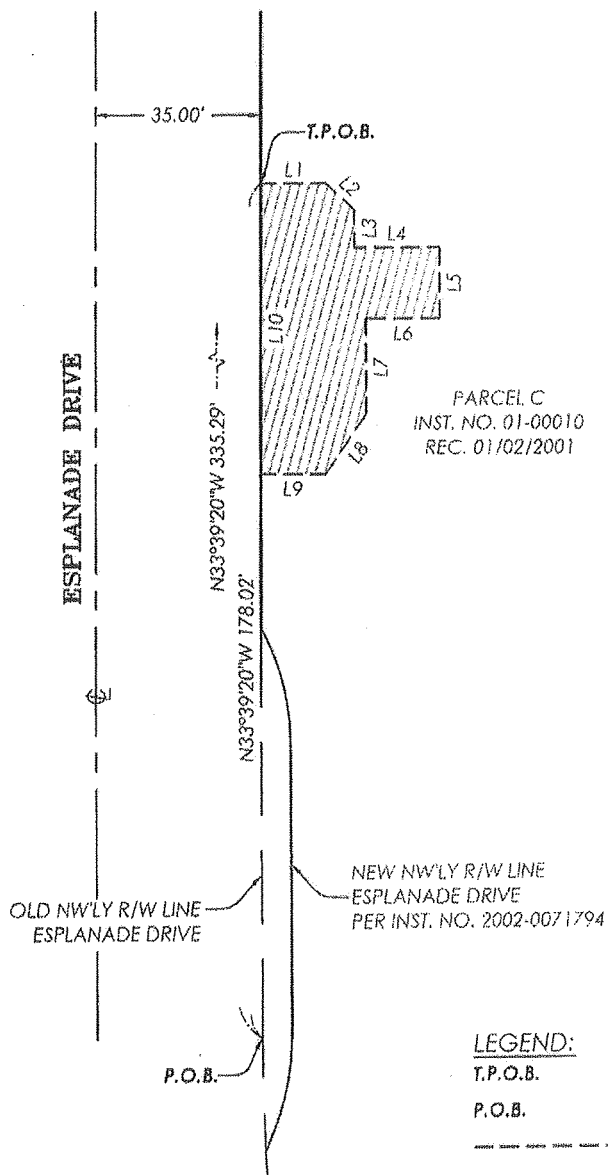
SHEET 1 OF 1



LINE DATA TABLE

	LENGTH	BEARING
L1	13.57'	N56° 20' 40"E
L2	8.11'	S80° 36' 59"E
L3	8.00'	S33° 39' 20"E
L4	18.00'	N56° 20' 40"E
L5	15.00'	S33° 39' 20"E
L6	15.50'	S56° 20' 40"W
L7	20.00'	S33° 39' 20"E
L8	15.09'	S0° 38' 22"W
L9	13.50'	S56° 20' 40"W
L10	61.00'	N33° 39' 20"W

PARCEL C
INST. NO. 01-00010
REC. 01/02/2001



LEGEND:

T.P.O.B.

TRUE POINT OF BEGINNING

P.O.B.

POINT OF BEGINNING

INDICATES EASEMENT LINE

=====

INDICATES RIGHT OF WAY

INDICATES OLD RIGHT OF WAY

R/W

RIGHT OF WAY

//////

INDICATES EASEMENT AREA

Kimley»Horn

401 B Street, SUITE 600 SAN DIEGO, CA 92101
TEL: (619) 234-9411

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Meeting Date: 04/07/2015

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared by Karl Lawson

Karl Lawson

Agenda Item No. S-3

Reviewed By: City Manager

SM

City Attorney

RK

Finance

[Signature]

Other (Specify)

DATE: March 5, 2015

TO: City Council

FROM: Carrie Sabatini, Interim Director
Housing Department

[Signature]

SUBJECT: Annual Report of the Mobile Home Park Rent Review Board

RECOMMENDATION

That City Council receive and file the 2014 Annual Report of the Mobile Home Park Rent Review Board.

DISCUSSION

The City Council has requested that the Mobilehome Park Rent Review Board report on the activities of the Mobilehome Rent Stabilization System on a periodic basis. At its meeting of January 26, 2015, the Board approved the 2014 Annual Report and authorized Board Chairperson Michael Rodriguez to present it to City Council.

FINANCIAL IMPACT

None.

ATTACHMENTS

- No. 1: Transmittal Letter of January 29, 2015 from Rent Review Board Chairperson Michael Rodriguez
No. 2: 2014 Annual Report

KL/kl

January 29, 2015

Mayor Tim Flynn and Members of the City Council
City of Oxnard
300 West Third Street
Oxnard, CA 93030

Dear Honorable Mayor and Members of the City Council,

On behalf of the Mobile Home Park Rent Review Board, I am pleased to submit herewith our 2014 Annual Report to City Council. This report summarizes the structure, purpose and impact of the mobile home rent stabilization system, and describes the activities of the Board and staff in 2014.

I believe I speak for all members of our Board when I say that it has been an honor for all of us serving the City, and the mobile home community in particular, as members of the Board.

Very Truly Yours,

Michael Rodriguez, Esq.
Chair
Mobile Home Park Rent Review Board

Attachment: 2014 Annual Report

MOBILE HOME PARK RENT REVIEW BOARD

2014 ANNUAL REPORT

In accordance with Chapter 24-C(3) of the Oxnard City Code, the Mobile Home Park Rent Review Board hereby submits its 2014 Annual Report. The Board did not meet in 2014, as no appeals of staff or Hearing Officer decisions, which would have necessitated Board proceedings, were filed in 2014. This two-page synopsis of the Board's report describes the System and summarizes the actions and activities of the program in calendar year 2014.

1. Rent Stabilization System Purpose and Coverage

The Mobile Home Rent Stabilization System helps preserve the affordability of housing for the owners of manufactured housing units in the 21 privately-owned mobile home parks in Oxnard, while at the same time providing for a fair return for park owners. The 2935 families that reside in these parks represent approximately 5 to 6 percent of the total population of Oxnard.

2. Two Types of Rent Increase Applications

The System regulates the amount and frequency of space rent increases that the park owners may charge the homeowners. The System provides two methods by which parks may increase rents: (1) A Consumer Price Index (CPI) Formula Rent Adjustment, based on the annual inflation rate for Southern California, and (2) A Discretionary Rent Increase formula, based on a comparison of the park owner's income and expenses between a base year and the current year. The latter preserves the constitutionality of the System by ensuring a mechanism whereby park owners can be guaranteed a fair return on their investment

3. Calculation of Permissible CPI Rent Increases

The permissible CPI rent increase is based on the August-to-August inflation rate for Southern California. In calendar year 2014, the permissible increase was 0.84%. This continues the post-recession trend of relatively low inflation and consequently low rent increases.

2010 Increase:	None (due to deflation from August 2008 to August 2009)
2011 Increase:	0.83%
2012 Increase:	2.41%
2013 Increase:	2.32%
2014 Increase:	0.84%
2015 Increase:	1.81%

4. CPI Rent Increase Applications Processed in 2014

In 2014, nineteen (19) of the twenty-one parks applied for and were approved for CPI Formula Rent Adjustment rent increases, all in an identical amount of 0.84%. Homeowners in one park (Country Club Mobile Estates) filed a formal protest of the park's application, alleging service level reductions. An evidentiary hearing was conducted before City Hearing Officer David B. Hart, who denied the protest. His decision was not appealed by the homeowners association.

5. Mobile Home Space Rent Increases Compared to Other Increases

The City of Oxnard first enacted Mobile Home Park Rent Stabilization in 1982. The current version of the ordinance (codified in Chapter 24 of the City Code) is the product of a City-brokered 1998 settlement and negotiation between elected representatives of homeowners in each park, and elected representatives of all park owners in the City. The following comparison illustrates the difference in rent increases between various housing sectors in Oxnard:

Compounded permissible CPI space rent increase, 1998-2013	
Under the City's Mobile Home Park Rent Stabilization System:	43.5%
Average compounded apartment rent increase in Oxnard, 1998-2013:	81%
Average compounded house rent increase in Oxnard, 1998-2013:	98%

6. Discretionary Rent Increase Applications

In addition to the 19 applications for CPI rent increases processed in 2014, one park (Silverwheel Mobile Home Park) submitted a Discretionary Rent Increase application, in December of 2014. That application is currently in the review process, with the City retaining an independent Certified Public Accountant to perform a review of the park's income and expenses for the period from 2002 to 2014. Discretionary Rent Increase applications are rarely filed (the most recent was filed in 2005), as it is an expensive process for the park owner, which requires the park to open its financial records for examination by a City-retained CPA and entails a mandatory hearing which often results in the park and the homeowners hiring legal counsel. A second park has also advised the City that it intends to submit a Discretionary application, and staff anticipates that the processing of those applications will constitute the bulk of the 2015 work of the Rent Stabilization System.

7. City's Role in Rent Increase Hearings

The Rent Stabilization System is a system of administrative law. City staff is committed to faithfully administering the System in a neutral fashion, in collaboration with the City Attorney and the independent Hearing Officer. Evidentiary hearings are conducted by the Hearing Officer. Those decisions can be appealed to the full five-member Rent Review Board, which conducts a review of the administrative record and issues its decision. Board and Hearing Officer decisions are not reviewable by City Council.

8. Funding of the Rent Stabilization System

The staff and operational costs of the Rent Stabilization System are funded by a monthly administrative fee of \$2.34 per mobile home space. Pursuant to Chapter 24-21 of the City Code, half of the fee is paid by park owners, and half by the individual mobile home owners whose rents are regulated by the City. In addition, park owners must be filing fees when applying for rent increases. In FY 2013-14, \$72,093 in revenue was collected; total program expenses were \$77,304.