

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

March 29, 2016

5:00 P.M. – Study Session

6:00 P.M. - Regular Session

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

P. 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.

Q. STUDY SESSION – 5:00 P.M. – 6:00 P.M.

City Attorney Department

1. SUBJECT: Review of City Council Procedures Manual. (001) (10/40)

RECOMMENDATION: Review and provide comments and direction regarding the City Council Procedures Manual developed through the City Council Procedures Committee.

Legislative Body: CC

Contact: Stephen Fischer

Phone: 385-7483

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.

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR (5 Minutes)

1. SUBJECT: Presentation by City Council and the Oxnard Cultural Heritage Board to recognize Al and Rebecca Barkley for Their Dedication Towards the Preservation and Restoration efforts of the Bank of A. Levy Building which is Designated as Ventura County Landmark No. 56.

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

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. 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.

H. 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.

I. INFORMATION/CONSENT AGENDA (15 Minutes)

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for March 1 and 15, 2016. (041)

RECOMMENDATION: Approve.

Legislative Body: CC

Contact: Daniel Martinez

Phone: 385-7803

Fire Department

2. SUBJECT: Accept the Grant and Appropriate Funds for the 2015 Emergency Management Performance Grant (EMPG). (053)

RECOMMENDATION: Approve a Budget Appropriation recognizing grant award in the amount of \$48,429 to the 2015-2016 Emergency Management Performance Grant (EMPG) No. 772250.

Legislative Body: CC

Contact: Bryan Brice

Phone: 385-7702

Housing Department

3. SUBJECT: Affordable Housing and Rehabilitation Program Loan Policies. (057)
RECOMMENDATION: Approve revisions to the City of Oxnard Affordable Housing and Rehabilitation Division Loan Program Policies.
Legislative Body: CC Contact: Arturo Casillas Phone: 385-8096

Public Works

4. SUBJECT: Purchase Order and Budget Appropriation to Purchase Refuse Transport Tractor. (117)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute a Purchase Order No. 5769 for the purchase of a refuse transport tractor from Pape Kenworth Truck Dealership in the amount of \$111,643; and 2) Approve a budget appropriation of \$86,643 for the purchase of the refuse transport tractor.
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8280

J. PUBLIC HEARINGS

K. APPOINTMENT ITEMS

L. REPORTS

Finance Department (60/15)

1. SUBJECT: Update on the City's Annual Financial Audit. (123)
RECOMMENDATION: Receive an update on the City's Annual Financial Audit.
Legislative Body: CC Contact: Maria Hurtado Phone: 385-7403

Public Works Department (5/15)

2. SUBJECT: Agreement with Siemens Industry, Incorporated (Siemens) for the Purchase and Installation of Video Camera Security and Surveillance Equipment for the Del Norte Regional Recycling and Transfer Station (Del Norte Facility). (125)
RECOMMENDATION: 1) Approve and authorize the City Manager to execute an agreement with Siemens (A-7859) in the amount of \$176,717 for the purchase and installation of video camera security and surveillance equipment for the Del Norte Facility; and 2) Approve the appropriation of funds in the amount of \$176,717 from the Solid Waste Security & Contamination Fund Balance to provide for the purchase and installation of video camera security and surveillance equipment.
Legislative Body: CC Contact: Todd Vasquez-Housley Phone: 890-3153

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

1. SUBJECT: Letter of Support for the Nature Conservancy's Proposition 1 Grant Application to Acquire 561-Acres in the Ormond Beach Area. (159) (5/5)
RECOMMENDATION: Authorize the Mayor to submit a letter of support for The Nature Conservancy's Proposition 1 Grant application to acquire 561-Acres in the Ormond Beach Area.
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7403
2. SUBJECT: Consider Mayor Pro Tem Ramirez's Request to Add an Item on the Agenda Related to provide new direction to staff to place a Save Open Space and Agricultural Resources (SOAR) measure on the ballot extending SOAR to 2050. (161) (2/5)
RECOMMENDATION: Discuss and determine whether an item related to providing new direction to staff to place a SOAR measure on the ballot extending SOAR to 2050. On March 15, 2016, Council voted 4 to 1 to prepare a ballot measure extending SOAR to 2030.
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7403

O. 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.

Q. STUDY SESSION – See Page 1 for a Description of Study Session Item

R. ADJOURNMENT



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: Q-1

DATE: March 29, 2016
TO: City Council
FROM: Stephen Fischer, Interim City Attorney
SUBJECT: Review of City Council Procedures Manual
CONTACT: LeAnne Daly, City Attorney
Leanne.Daly@oxnard.org,

RECOMMENDATION

That City Council review and provide comments and direction regarding the City Council Procedures Manual developed through the City Council Procedures Committee.

BACKGROUND

The City Council formed the Oxnard City Council Procedures Committee in January 2011. Mayor Flynn and Councilmember Perello currently serve on the Committee. The Committee's current task is to create effective, clear and uniform meeting procedures that will provide guidance to the Council, its subcommittees, staff, and the public on the procedures of the City Council and how Councilmembers perform their role as legislators. The Procedures Manual is intended to be a "living" document that could be amended from time to time to provide greater clarity, reflect changes in State law, and modify provisions when the need arises.

The attached draft of the Procedures Manual is based on a document utilized for similar purposes by the City of Menlo Park, but has been modified substantially based on the discussions of the Committee members and the input of the public who have attended Committee meetings. The draft also incorporates the provisions of the existing Council procedures resolutions, which have been amended several times in recent years. Through agreement of the City Council and staff to be bound by these practices, administration of City Council affairs should be greatly enhanced. While attempting not to be overly restrictive, the Procedures Manual is intended to clearly articulate governing procedures, expectations and practices to guide Councilmembers in their actions.

FINANCIAL IMPACT

There is no fiscal impact with the consideration of this item.

ATTACHMENTS

Attachment 1: Draft Procedures Manual



Procedures Manual City of Oxnard City Council

Updated March 2016

CITY OF OXNARD
Mission Statement

It is the mission of the City government to ensure that Oxnard will have clean, safe, prosperous and attractive neighborhoods with open, transparent government.

Specifically, the City fulfills its function by:

- Addressing the needs of the residents through the City Council, the appointed commissions, and the City staff.
- Providing easy and open access to information and encouraging dialogue, enabling residents to actively engage in civic life.
- Providing for the safety of its residents, businesses, and visitors.
- Providing timely and responsive service.
- Providing special assistance to those in need.
- Functioning effectively, efficiently and with accountability.
- Creating a positive and desirable workplace environment for City employees.
- Managing change for the betterment of the City.
- Creating and maintaining a viable revenue stream, and providing for the unpredictable nature of our economy.
- Implementing and maintaining City infrastructure, facilities, and programs.
- Formulating sound environmental policies.
- Recognizing and supporting the City's diverse neighborhoods and population.
- Acting as a responsible member of the greater region.

The City Council formed the Oxnard City Council Procedures Committee in January 2011, and appointed Mayor Pro Tem Irene Pinkard and Councilman Tim Flynn to serve on the Committee. The Committee adopted the following mission statement on March 3, 2011.

OXNARD CITY COUNCIL PROCEDURES COMMITTEE
Mission Statement

It is the mission of the City government to ensure Oxnard is a desirable, safe, and vibrant community in which to live and conduct business and to respond to the values and priorities of the residents in an open and transparent manner. In order to accomplish this mission, the Oxnard Council Procedures Committee has been created to develop guidelines and rules under which Councilmembers will operate and perform their role as legislators of the City of Oxnard.

Chapter 1

Introduction

Purpose of Procedures Manual	5
Overview of City Documents	5
Orientation of New Councilmembers	6
League of California Cities Guide	6

Chapter 2

City Council: Powers and Responsibilities

City Council Generally	7
Role of Mayor & Mayor Pro Tempore	7
Appointment of City Manager and City Attorney	8
Role in Disaster	8
Appointment of Advisory Bodies	8

Chapter 3

City Council Meetings

General Procedures	9
Meeting Schedule	10
Special Meetings	10
Development of Agenda	10
Placing Items on Agenda	10
Notification and Advertising	12
Order of Business	12
Discussion Rules	14
Voting Procedures	15
Other Guidelines	16
Open Meeting Laws (the "Brown Act")	17

Chapter 4

Council Communications

Overview	19
Correspondence from Councilmembers	19
Speaking for "The City"	19
Local Ballot Measures	20
State Legislation, Propositions	20

Chapter 5

Interaction with City Staff

Overview	21
Council-Manager Form of Government	21
Council-Manager Relationship	21
City Manager Code of Ethics	22
City Council-City Attorney Relationship	22
Roles and Information Flow	22
Dissemination of Information	23
Staff Relationship with Advisory Bodies	23

Chapter 6

Support Provided to City Council

Staff Support	24
Office Equipment	24
Meeting Rooms	24
Mail, Deliveries	25

Chapter 7

Financial Matters

Council Compensation	26
Expenditure Allowance	26
Expenditure Guidelines	26

Chapter 8

Conflicts & Liability

Conflict of Interest	27
City Attorney Advice	27
Conflict of Interest Forms	28
Liability	28

Chapter 9

Additional Training & Resource Materials

League of California Cities	29
Local Government Commission	29
International City Management Association (ICMA)	29
Other Reference Material on File	29

Appendix

- A International City Manager's Association (ICMA) Code of Ethics
- B Oxnard City Council Legislative Program

Introduction

The Oxnard City Council establishes policies and priorities for the community and is responsible for the fiscal health of a public corporation with an annual budget, including capital and general fund dollars of over \$330 million. Oxnard is a “full service” city, with its own police, fire, water and refuse departments and is an organization with over 1,600 employees that has assets valued in excess of \$1 billion (roads, buildings, parks, etc).

Purpose of the Procedures Manual

By developing and agreeing to adhere to the following guidelines and procedures, the effective administration of City Council affairs will be greatly enhanced. This Procedures Manual shall also apply when the Council acts as the Successor Agency to the Oxnard Community Development Commission, as well as to the proceedings of the Oxnard Housing Authority and the other public entities for which the City Council acts as the governing body. While attempting not to be overly restrictive, procedures are established so that expectations and practices can be clearly articulated to guide the Mayor and Councilmembers in their actions. It is anticipated that this Procedures Manual will be reviewed every two years by the City Council and may be revised from time to time.

Overview of City Documents

This procedures manual provides a summary of important aspects of City Council activities. However, it cannot incorporate all material and information necessary for undertaking the business of a city council. Many other laws, policies, plans and documents exist which bind the City Council to certain courses of action and practices. A summary of some of the most notable documents that establish City Council direction is provided below.

City Code: The City Code contains local laws and regulations adopted by ordinances. The Administrative Chapter of the Code shall incorporate by reference the rules and procedures established herein including the roles of the Mayor, Mayor Pro Tem and City Council. Included in the Administrative Chapter of the Code is appointment of certain city staff positions and the establishment, qualifications, appointment and terms applicable to certain advisory commissions. In addition to these administrative matters, the City Code contains a variety of laws. The City Code is available either on the City’s website or from the City Clerk.

California Government Code: The California Government Code contains many statutes that set forth requirements for the operation of city government. Many of these requirements are also replicated within the City Code to ensure there is broad awareness of such requirements. Oxnard is a “general law” city, which means it is organized in accordance with provisions of the Government Code. The Government Code provides for Oxnard’s City Council-City Manager form of government, which was adopted as the City’s form of government by ordinance approved by the City’s voters. Basically, this form of government prescribes that a city council’s role is to establish policies and priorities, while the role of the City Manager is to oversee the operations of the city government.

Annual Budget: The City’s annual budget provides a description of City services and the resources used to provide services. The document contains both a broad overview of the budget,

inclusive of descriptions of programs and services, organized for convenience by lead departments. The City operates on a July 1st through June 30th fiscal year with a budget that includes the following funds: general, capital, enterprise and internal services.

General Plan: The General Plan is comprised of a number of elements, such as land use, transportation, open space, and housing, all in accordance with State requirements, and provides a policy framework for various matters that fall within these areas.

Orientation of New Councilmembers

It is important that members of the Council have an understanding of the full range of services and programs provided by the organization. As new members join the City Council the City Manager arranges for new member training, conferences and familiarization with all facets of City government.

League of California Cities Guide

A publication that provides additional useful information is the *Mayors and Council Members Resource Guide* published by the League of California Cities. The Guide contains general information on the role and responsibilities of city council members and on the specific requirements and laws that govern Council actions. The Guide is available from the City Clerk.

Oxnard City Council: Powers and Responsibilities

City Council Generally

The powers of a city council in California to establish policy are quite broad. Essentially, councils may undertake any action related to the establishment of city policies that affect city affairs other than those that are denied by the California Constitution and general laws or are preempted by state or federal law. Specifically, *the Council shall have the power, in the name of the City, to do and perform all acts and things appropriate to a municipal corporation and the general welfare of its inhabitants, subject to statutory limitations and which are not specifically forbidden by the Constitution and laws of the State of California.*

It is important to note that the City Council acts as a body. No member has any extraordinary powers beyond those of other members. While the Mayor and Mayor Pro Tem have some additional ceremonial and administrative responsibilities as described below, in the establishment of policies, voting and in other significant areas, all members are equal. It is also important to note that policy is established by at least a majority vote of the Council. While individual members may disagree with decisions of the majority, a decision of the majority does bind the Council to a course of action. In turn, it is staff's responsibility to ensure the policy of the Council is upheld. Actions of staff to pursue the policy direction established by a majority of Council does not reflect any bias against Councilmembers who held a minority opinion on an issue.

The City Council has occasionally debated whether it should take positions of a broader nature or limit itself to purely municipal functions. Historically, Oxnard City Councils have chosen to not take positions on issues outside of their immediate authority to effect. The propensity of the City Council to involve itself in such issues reflects the personalities and outlooks of the members who are elected to four-year Council terms.

Limitations are imposed on a Councilmember's ability to serve on appointed boards of the City. State law expresses that no member of the Council shall serve as a voting member of any city board, committee, or commission, whether composed of citizen volunteers, city employees, or a combination of both. This is not construed as prohibiting members of the Council from serving on committees or subcommittees of the Council itself, or of agencies representing other levels of government. In fact, Councilmembers often participate and provide leadership in regional and state programs and meetings. Councilmembers are strongly encouraged to provide a written report to the Council on matters discussed at subcommittees and other regional or state board/agency/group activities in which they have been involved.

Role of Mayor & Mayor Pro Tempore

Mayor: The Mayor is to preside at all meetings of the City Council. The Mayor does not possess any power of veto. As presiding officer of the Council, the Mayor is to faithfully communicate the will of the Council majority in matters of policy. The Mayor is also recognized as the official head of the City for ceremonial purposes only.

The Mayor, unless unavailable, shall sign all ordinances, and other documents that have been adopted by the City Council and require an official signature; except in those instances when the City Manager, or other staff, have been authorized by Council action to sign documents. In the event the Mayor is unavailable, the Mayor Pro Tempore's signature will be used.

Mayor Pro Tempore: The City Council has specified that the Mayor Pro Tempore shall perform the duties of the Mayor during the Mayor's absence or disability. The Mayor Pro Tempore shall serve in this capacity at the pleasure of the City Council.

Appointment of City Manager and City Attorney

The City Council only has the authority to appoint two positions within the City organization: the City Manager and the City Attorney. Both positions serve at the will of the City Council. The City Manager is an employee of the City and has an employment agreement that specifies certain terms of employment including an annual evaluation by the City Council. The City Manager is responsible for all other personnel appointments within the City. The current City Attorney is an employee of the City and has an employment agreement that specifies certain terms of employment including an annual evaluation by the City Council.

Role in Disaster

In consultation with the City Manager, the City Council may be asked to participate at the City's Emergency Operations Center (EOC), located within the Fire Department, to provide policy guidance and to receive information in an emergency. Should the City Council not be available during an emergency, state law specifies a hierarchy of others who may serve in place of the City Council.

Appointment of Advisory Bodies

The City has a number of standing advisory bodies, the rules, regulation and requirements of which can be found in the Administrative Chapter (Chapter 2) of the City Code. The Mayor, "with the approval of the city council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute." California Government Code Section 40605.

City Council Meetings

General Procedures

Rules of Order: Except as otherwise provided by applicable law or as specifically provided in this Procedures Manual, the latest revised edition of "Robert's Rules of Order" shall govern the conduct of the meetings of City Council.

Presiding Officer:

- a. The Mayor or in the Mayor's absence, the Mayor Pro Tempore, or a temporary presiding officer in appropriate circumstances, shall be the presiding officer of City Council.
- b. In the absence of the Mayor and Mayor Pro Tempore, the City Clerk shall call the City Council to order. The temporary presiding officer shall be the Councilmember present with the greatest length of service on City Council. Upon the arrival of the Mayor or the Mayor Pro Tempore, the temporary presiding officer shall relinquish the chair at the conclusion of the business then before City Council.
- c. The presiding officer shall assume the chair at the hour appointed for the meeting and shall call City Council to order.
- d. The presiding officer shall preserve strict order and decorum at all City Council meetings, state questions before City Council, and announce City Council's decision on all matters.
- e. The presiding officer shall decide all questions of order, subject however, to an appeal by any Councilmember to City Council as a whole, in which event a majority vote of City Council shall govern and conclusively determine questions of order.
- f. Unless prohibited by State law, the presiding officer shall vote on all questions before City Council.
- g. The presiding officer may move, second and debate from the chair, subject only to such limitations of debate as are imposed on all Councilmembers by this resolution.
- h. The presiding officer shall not be deprived of any of the rights or privileges of a Councilmember by reason of acting as presiding officer.

Seating arrangement of the Council: The Mayor Pro Tempore is seated immediately next to the Mayor. The Mayor, with the approval of individual Councilmembers, shall establish the seating arrangement for regular Council meetings.

Quorum: Three-fifths of the Councilmembers constitute a quorum for the transaction of business. When there is no quorum, any Councilmember shall adjourn such meeting or, if no Councilmember is present, the City Clerk shall adjourn the meeting.

Minutes: The minutes of City Council meetings shall be prepared by the City Clerk and shall be maintained in a book as a record of each particular type of business transacted. The City

Clerk shall be required to make a record only of such business as was actually passed upon by a vote of City Council and shall not be required to record any remarks of Councilmembers or of any other person except at the special request of a Councilmember. If provided, the City Clerk shall record the name of any person addressing City Council or submitting a written speaker card. As soon as possible after each City Council meeting, the City Clerk shall cause a copy of the minutes thereof to be forwarded to each Councilmember and the City Manager. Unless the reading of the minutes of a City Council meeting is requested by a Councilmember, such minutes may be approved without reading, if the City Clerk has previously furnished each Councilmember with a copy thereof. Any Councilmember, upon request, shall have entered in the minutes the right to have personal reasons for support for, dissent from, or protest against, any action of City Council.

Meeting Schedule

By Ordinance No. 2,368 the City Council has established their regular meeting calendar, which provides that unless otherwise approved by City Council action, the Council shall conduct regular meetings in the Council Chambers, at 305 West Third Street on the first four Tuesdays of every month. Regular meetings begin no earlier than 4:30 p.m. Closed sessions are generally held, as needed, at the beginning of the regular meeting.

No Council meeting will typically be held in the event that a regular meeting of the Council falls on a legal holiday or in the same week of a legal holiday. Other meetings throughout the year may be cancelled. The Mayor and Councilmembers should inform the City Manager's secretary as soon as possible if they intend to be out of town on a set meeting date.

Special Meetings

Special meetings may be called by the Mayor or a majority of the City Council in compliance with the Brown Act, which is discussed in more detail later in this Chapter. Written notice must be given to the public, and to the media requesting such notice at least, twenty-four (24) hours prior to a special meeting. No business other than that officially noticed may be discussed. The Mayor or City Council may call a special meeting to discuss goals and priorities for the upcoming year.

Development of Agenda

A copy of the agenda for regular meetings is transmitted to the Council on the Thursday prior to the scheduled meeting. All agenda materials are available during normal business hours, after 6:00 p.m. on the Thursday before the Tuesday Council meeting, or on Monday when offices are closed on Friday at the Main Branch of the Public Library and after 8:00 a.m. on Friday in the Office of the City Clerk. Website posting of the agenda concurs with the Council calendar. The City Council and staff shall explore a two-week agenda process to allow for discussion and posting of future agenda items and shall consider that all material presented at a Council meeting (i.e., handouts, PowerPoints) should be made publicly available at least 24 hours prior to the meeting.

Placing Items on Agenda

Inclusion of Item on Future Agenda by City Council:

The intent of this policy is to provide an orderly means through which an individual Council Member can raise an issue for discussion and possible City Council direction or action. The

policy described below is a two-step process. The first step is to enable any Council Member to place a matter in front of the City Council. The second step is to enable the City Council to determine whether staff time should be spent on the issue.

Part 1: Council Members wishing to have a matter discussed by the City Council may do so by one of two means:

1. During a Council meeting, under "Council Items," any Council Member may request that a matter be placed on a future agenda for discussion.
2. In advance of a Council meeting, any Councilmember may contact the City Manager or his/her designee, via telephone, email, or in person and convey the desired title of the agenda item. The desired title must be conveyed before 12:00 p.m. on the Wednesday prior to the Council meeting date. This will give the City Clerk's Office time on the following Thursday to finalize the agenda and post it within the required timeframe. Requests received after this deadline shall be placed on the agenda for the following regularly-scheduled meeting. The item will then be added under the "Council Items" section of the agenda in the order it was received for discussion only, at a future City Council meeting.

Staff will not spend time preparing any reports or analyses on the requested item. The only staff assistance provided at this initial stage would be to help the Council Member frame the issue, if needed, so that the Council and public clearly understand the request.

Part 2: Consideration of the Council Member's Request: Staff will present (using a template staff report) for Council consideration whether or not to spend additional staff resources on agendaizing an item for future Council discussion. When the item is called at the Council meeting, the Council Member who made the request will describe the item. The Council discussion will be limited to determining whether staff time and City resources should be spent researching the particular agenda item and whether to direct staff to conduct further analysis on the item. Council will not take action on the item itself.

Concurrence that staff time and City resources will be devoted to the item does not signify approval of the item. It only indicates that the Council wishes to have it studied further. Additionally, the Council may, at any time, decide to drop the matter, even after the matter has been analyzed by staff.

Upon the concurrence of a majority of the Council that the item should be researched and agendaized, the City Manager will determine when to place the item on a future agenda based on time necessary to complete the research and staff workload considerations and the effect on City Council established priorities.

Emergency and Non-Agendaized items: Emergency and non-agendaized items may be added to an agenda only in accordance with state law. Emergency items are only those matters affecting public health or safety such as work stoppages, disasters and other severe emergencies. Adding an emergency item requires a majority vote. Emergency items are very rare. More likely, after the agenda has been posted an item arises that the Council would like to act on. Non-agendaized items may be added to the agenda only if the Council makes findings that (1) the need to consider the item if it arose after the posting of the agenda, and; (2) there is a need to take immediate action at this meeting of the City Council. These findings must be approved by a four-fifths vote; if less than five members of Council are present, the findings require a unanimous vote of those present.

Notification and Advertising

The City will continue to publicize matters of significant neighborhood or community public interest that appear on a City Council agenda, as well as all matters where advertising is required by law.

Order of Business

At every meeting, the order of business shall be discussed and acted upon in substantially the following manner, provided that the presiding officer may alter the order of business with City Council concurrence.

Roll call/posting of agenda
Public comments on closed session items
Closed session
Opening ceremonies
Ceremonial calendar
Public comments on matters not on the agenda and within the subject matter jurisdiction of City Council
Review of information/consent agenda
Public comments on information/consent agenda
Information/consent agenda
Public hearings to commence at 6:15 p.m.
Appointment items
Reports
City Manager's report
City Council business/committee reports
Public comments on each report before City Council consideration
Public comments on study session items
Study session
Adjournment

Roll Call: Before proceeding with the business of City Council, the City Clerk shall enter in the minutes the names of all Councilmembers present.

Ceremonial Calendar: Ceremonial items shall be limited to one item per meeting, not to exceed five minutes, unless additional time is granted by the presiding officer.

Public Comment: Public comments shall be received at several times during each meeting for particular portions of the agenda as specified above. Comments on agendized items are not heard until the particular item is called. Unless otherwise approved by City Council action, public comments relating to the subject matter of discretionary public hearings or public hearings required by law, shall be presented only at the time of the conduct of the hearing. Individuals desiring to speak are to address the Council from the speaker podium. Speaker cards should be filled out and given to the City Clerk prior to public comment, although persons who wish to speak are not required to provide their names or addresses.

A block of thirty (30) minutes time is set aside at the beginning of a regular meeting to receive general public comment about issues not on the agenda. Public comments not heard

during this thirty-minute period will be heard just prior to adjournment. Speaker cards will not be accepted after the beginning of the general public comment period in order to allow for fair allocation of time amongst the known speakers. If the time required to complete general public comments exceeds 30 minutes, any public comments thereafter shall occur immediately prior to the adjournment of the meeting. If during public comment, a person expresses a concern regarding City Council staff or service, City Council may refer the nature of the concern to staff for investigation, resolution or a report.

Comments should focus on a specific matter within the Council's jurisdiction. Members of the public are encouraged to present written comments, preferably in advance of the meeting, as a way to fully communicate their thoughts on agendized or non-agendized items. When written materials are presented, they should be submitted to the City Clerk for distribution and record keeping ahead of time.

Videos, PowerPoint or similar presentations during public comment ordinarily are not permitted. Prior notice and coordination with the City Clerk is strongly encouraged and the Mayor reserves the privilege to limit such requests as necessary for the effective conduct of the meeting. Speakers are to address their comments to the City Council from the podium.

Public comment on regular business items normally follows staff's presentation of the staff report, clarifying questions from Councilmembers and applicant comments as necessary and appropriate. Speaker cards should be filled out and given to the City Clerk prior to public comment.

Unless additional time is granted by the presiding officer, each person shall limit public comments to three minutes on any agenda item at a meeting with a cumulative total of ten minutes for all agenda items at such meeting, provided that such ten minute limit shall be voluntary. The presiding officer may grant a representative of a large speaker group additional time (up to ten minutes) to speak for the group on any agenda item.

A person wishing to address City Council shall first be recognized by the presiding officer. Each person shall address all remarks to City Council as a body and not to any member thereof. No person, other than a Councilmember and the person having the floor, shall be permitted to enter into any discussion without recognition by the presiding officer.

Information/Consent Agenda: The information/consent agenda shall consist of routine items for which staff contemplates no discussion by City Council. Information/consent agenda items shall be supported by such written reports and information as the City Manager deems necessary to apprise City Council of the action required and to enable City Council to make a decision in the best interests of the City. An information/consent agenda item may be removed for discussion at the request of a Councilmember. A removed information/consent agenda item will be considered after City Council acts upon the remainder of the information/consent agenda.

Appointment Items: The City Council may schedule items for a specific time to accommodate presentations on selected matters.

Special Presentations: Special presentations may be conducted at any City Council meeting at City Council's discretion.

Public Hearings: Public hearings are scheduled to comply with State law or at the discretion of the City Council to discuss a matter of special community interest. Unless

otherwise approved by the City Council, public hearings shall be scheduled to commence at 6:15 p.m. Any person directly involved in the subject matter of a public hearing, such as an applicant, developer, representative of affected homeowners association, property owner or neighborhood council may speak for any length of time at the discretion of the presiding officer.

Reports: A report shall consist of an item contemplated by staff to require a written or oral report and on which the City Council will discuss and deliberate on a course of action, including an item appearing on the agenda under City Manager's Report. Unless additional time is granted by the presiding officer or has been previously approved by the City Manager, staff reports shall be limited to ten minutes.

Study Session: The City Council may conduct a study session on subjects and issues as appropriate at any meeting. Such a study session shall be open to the public and shall be devoted to the gathering of information preliminary to consideration of the subject matter at a future regular or special meeting, or for the City Council to discuss various issues and programs with the City Manager and staff. The City Council shall not formally act upon any matter during a study session.

City Council Business/Committee Reports: City Council business items shall be limited three minutes per Councilmember, unless additional time is granted by the presiding officer. City Council committee reports shall be limited three minutes per Councilmember, unless additional time is granted by the presiding officer.

Adjournment: No new items on the agenda for a City Council meeting shall be considered after 10:00 p.m., and the meeting shall be adjourned upon conclusion of the item under consideration at 10:00 p.m., provided that the City Council may consider a new item after 10:00 p.m. if the City Council determines by a four-fifths vote of the members present that there exist exigent or extraordinary circumstances which require that an item be considered after 10:00 p.m.

Discussion Rules

To assist the City Council in the orderly discussion of items, rules are followed which represent accepted practices for the management of Council meetings.

1. **Obtaining the Floor:** A member of the City Council or staff shall first address the presiding officer to gain recognition. Comments and questions should be directed through the presiding officer and limited to the issue before the Council. Cross-exchange between Councilmembers and public should be avoided.
2. **Questions to Staff:** A Councilmember shall, after recognition by the presiding officer, address questions to the City Manager, City Attorney, department head or designated staff member. If a Councilmember has questions on an agenda item, that member should preferably contact the City Manager prior to the meeting in order to allow the City Manager to direct staff with enough time to research a response for the meeting.
3. **Interruptions:**
 - a. Once recognized, a Councilmember is considered to have the floor, and another Councilmember may not interrupt the speaker except to make a point of order or point of personal privilege. In such a circumstance, the Councilmember holding the floor shall cease speaking until the point of order or privilege is resolved.

- b. Upon being recognized by the Chair, members of the staff shall hold the floor until completion of their remarks or until recognition is withdrawn by the Chair.
4. **Discussion:** A Councilmember should not speak more than once on a particular subject until every other Councilmember has had the opportunity to speak, and shall be limited to speaking twice during discussion on an agenda item unless additional time is granted by the presiding officer. Councilmembers are encouraged to discuss items during the decision-making process and may ask staff to respond when appropriate. The Mayor normally allows other members to speak first, then will give his/her views and summarize. If a Councilmember desires to use a PowerPoint presentation or similar visual aid during a meeting, the Councilmember shall provide the City Clerk with a copy of the material to be used prior to the commencement of the meeting at which it will be used.
5. **Tabling Procedure:** Tabling an item immediately stops discussion and causes a vote to postpone a matter indefinitely or to a time and date certain. A motion to “continue” an agenda item has the same effect, but is generally used when a scheduling problem arises or when insufficient time is available to address the matter thoroughly.
6. **Right of Protest:** A Councilmember is not required to state reasons for a dissenting vote.
7. **Calling for the Question:** The purpose of calling for the question is to disallow further debate and put an issue to an immediate vote. Once recognized by the presiding officer, a Councilmember may move to “call for the question” on an item which is being considered. The motion requires a second, is not debatable, and must pass by a four-fifths vote. If the motion carries, the item is no longer debatable and the City Council must vote on it.

Voting Procedures

When present, all Councilmembers are to vote unless prohibited by law or conflict of interest. Failure of a seated member to orally express a vote constitutes an affirmative vote.

A conflict of interest shall be declared whenever appropriate and in compliance with State law. The affected Councilmember will step down from the dais and leave the Chambers as required by State law.

As required by the Brown Act, a roll call vote will be taken and recorded for every action taken and such roll call vote shall be entered in the minutes of the City Council showing those Councilmembers voting aye, those voting no and those not voting or absent. When taking such a roll call vote, the City Clerk shall call the names of the Councilmembers, alternating the order.

Tie Vote: A motion fails on a tie vote. The presiding officer may publicly explain the effect of the tie vote for the audience or may direct the City Attorney to do so.

Motions: There are a number of types of motions, each of which must meet certain requirements before a vote can be taken. Enactment of an ordinance, adoption of a resolution, as well as approval of a motion or order involving a payment of money requires the affirmative vote of three Councilmembers. Other motions or action require a vote in favor of the action or motion by a majority of a quorum of Councilmembers present, unless otherwise specified by State law.

Reconsideration: Reconsideration of an item shall be allowed in accordance with the following Council guidelines. A member of the prevailing majority when the previous vote was taken must make a motion for reconsideration. The City Council has determined that any motion for reconsideration should be made at the meeting immediately following that at which the action was taken. No motion for reconsideration will be entertained after this time unless the City Council determines significant new information has arisen which warrants such action.

Other Guidelines

Other guidelines have been developed to ensure that meetings of the Council are conducted in a civil and professional manner. Councilmembers and staff shall:

1. Work to preserve appropriate order and decorum during all meetings.
2. Discourage side conversations, disruptions, interruptions or delaying efforts.
3. Inform the presiding officer before departing from a meeting.
4. Limit disruptive behavior. The presiding officer will call persons demonstrating rude, boisterous, or profane behavior to order. If such conduct continues, the presiding officer may call a recess, request the removal of such person(s) from the Council Chambers, adjourn the meeting, or take other appropriate action. The Council has a policy to discourage applause, booing or other similar behaviors from the public during meetings.
5. Recognize that only the City Council, staff, advisory body chairs or designated representatives, and those authorized by the presiding officer shall be permitted to sit at the Council dais or staff tables. No person except City officials, their representatives and representatives of news-gathering agencies shall be permitted to approach the City Council without the consent of a majority of the City Council.
6. Limit breaks of the City Council to 5-10 minutes. The Mayor will resume the meeting if a quorum exists and other members have not returned from the break within the announced time period.
7. Impose time limits on speakers. While the City Council encourages and embraces the need for and right of public participation, it acknowledges that public comments must, at times, be limited. The Mayor, as presiding officer, may poll the audience for an indication of the number of people wishing to speak on a particular item, and to impose time limits per speaker. Typically, speakers are limited to three minutes but a shorter time limit may be established as deemed necessary; however, project applicants, developers of a project under consideration, representatives of affected homeowners associations, neighborhood councils or similar groups may, at the discretion of the presiding officer be granted a longer time period for comment. After the time limit, Council may ask questions of the speaker for clarification, if needed. Each speaker will be thanked for his or her participation.

8. Meetings outside the City of a majority of City Council, even if permissible under the Brown Act, are discouraged, so as to maximize public participation.

Values of Respect: The City Council has also recognized the importance of approaching the public's business in an environment of personal respect and courtesy, which emphasizes the consideration of policy and avoids personalization of comments. Some guidelines utilized by the City Council include:

1. Discussion should focus on policy matters.
2. Personal criticism of members is inappropriate.
3. Proper decorum should be displayed as other members express their views.
4. Treat members of the public equally, applying rules in a fair and consistent manner.

Enforcement of Order: The Police Chief or designee acts as the Sergeant-At-Arms. Any Councilmember may request the presiding officer to enforce the rules of protocol. Upon motion and majority vote, the presiding officer shall be required to do so.

Open Meeting Laws (the "Brown Act")

Operations and procedures of the City and City Council incorporate requirements of the Ralph M. Brown Act, which is the State's open meeting law (California Government Code Sections 54950 et seq., commonly referred to as the Brown Act). Because this law is such an important part of local government operations, some specific requirements of the law are highlighted below.

Applicability and Penalties: The entire City organization conducts its business in compliance with the Brown Act. The intent of the Act is to ensure that deliberation and actions of local public agencies are conducted in open and public meetings.

- A. Applicability: The Act applies to Council and all commissions, boards and Council appointed subcommittees (except if comprised entirely of two Councilmembers for a limited purpose and duration) and task forces that advise Council. Staff cannot promote actions that would violate the Act.
- B. Meetings: All meetings shall be open and public. A City Council meeting takes place whenever a quorum (3 or more members) is present and information about the business of the body is received; discussions qualify as a meeting. Social functions (e.g., receptions, dinners) do not fall under the Act unless City business is discussed.

Serial meetings, which take place when any member of Council or City staff contact more than two Councilmembers for the purpose of deliberating or acting upon an item pending before the City Council, are prohibited. This restriction does not apply to the public or media who may contact Councilmembers. Correspondence that merely takes a position on an issue is acceptable. Note that the Brown Act applies to City Councilmembers immediately after their election and prior to their swearing-in ceremony.

- C. Agendas: Agendas must be posted in a location freely accessible to the public at least 72 hours in advance of a regular meeting and at least 24 hours before a special meeting, and

must meet various requirements, such as including a brief general description of each item to be discussed or acted upon by City Council.

- D. Actions: No action can be taken on any item not appearing on the posted agenda.

Exceptions: 1) An emergency situation exists (determined by a majority of the Council). 2) The need to take action arose subsequent to the agenda being posted and there is a need for immediate action (determined by two-thirds vote of the Council; or if less than two-thirds are present, by unanimous vote). 3) The item was continued to another meeting that was scheduled and posted within 5 days of the original agenda.

- E. Public Input: The Brown Act contains provisions concerning Public Comment on matters within the City Council's jurisdiction and particular matters on the agenda, summarized elsewhere in this manual. These provisions will be followed by the City Council.

- F. Public Disruptions: A portion or all of the public may be removed if willful disruption makes conducting the meeting "unfeasible"; the press may remain unless they participate in the disruption.

- G. Correspondence: All writings distributed for discussion or consideration at a public meeting are public records.

- H. Emergency Meetings: Emergency meetings may be called without notification due to the disruption or threatened disruption of public facilities. Only work stoppages or crippling disasters that impair the public health and/or safety qualify for emergency meetings.

- I. Other Provisions: The Brown Act provides many other restrictions and requirements; this chapter is intended merely as a Council summary and overview of the Brown Act, and nothing in this Chapter supersedes the provisions of the Brown Act. Please check with the City Attorney and/or the City Clerk for more information.

:

Council Communications

Overview

Perhaps the most fundamental role of a Councilmember is communication, communication with the public to assess community opinions and needs, and communication with staff to provide policy direction and to gain an understanding of the implications of various policy alternatives. Because the City Council performs as a body (that is, acting based on the will of the majority as opposed to individuals), it is important that general guidelines be understood when speaking as a Councilmember. Equally important, when members are expressing personal views and not those of the Council, the public should be so advised.

Correspondence from Councilmembers

Members of the City Council may occasionally be called upon to write letters to citizens, businesses or other public agencies. Typically, the City Manager will be charged with transmitting the City's position on policy matters to outside agencies on behalf of the City Council. Correspondence sent on behalf of the Council is placed on official City letterhead and is signed by the Mayor or City Manager. Individual members of Council may prepare letters to constituents in response to inquiries or to provide requested information. Individualized City Councilmember letterhead is available for this purpose, and staff can assist in the preparation of such correspondence. Councilmembers are encouraged to provide copies of any correspondence on City letterhead to every Councilmember and the City Manager.

On occasion, Councilmembers may wish to transmit correspondence on an issue upon which the Council has yet to take a position or about an issue for which the Council has no position. In these circumstances, Councilmembers should use their personalized letterhead and clearly indicate within letters that they are not speaking for the City Council as a whole, but for themselves as one member of Council.

After the City Council has taken a position on an issue, official correspondence should reflect this position. While Councilmembers who may disagree with a position are free to prepare correspondence on such issues as private citizens, City letterhead, official Council title, and staff support should not be utilized in order to avoid confusion. In addition, City letterhead and staff support cannot be utilized for personal or political purposes.

Councilmembers may be asked to prepare letters of recommendation for students and others seeking appointment. Councilmembers may utilize City letterhead and their Council titles, but should indicate that the views expressed are those of the Councilmember (as opposed to the City Council). No review by the full Council is required; however, copies will be kept on file.

Speaking for "the City"

Similar to written correspondence, when Councilmembers are requested to speak to groups or are asked the Council's position on an issue, the response should reflect the position of the

Council as a whole. Of course, a Councilmember may clarify their vote on a matter by stating, for example, “While I voted against X, the City Council voted in support of it.” When representing the City at meetings or other venues, it is important that those in attendance gain an understanding of the City Council’s position rather than that of an individual member.

Local Ballot Measures

At times measures that affect City Council policy may be placed on the ballot. There are restrictions regarding what actions a City Council or individual Councilmembers may take on ballot measures. Guidelines as to what is permissible are available from the City Clerk or City Attorney upon request.

State Legislation, Propositions

In 2007 the City adopted a Legislative Program to enable the City to respond the pending state and federal legislation in a proactive manner (the 2015-2016 Legislative Program is included as Appendix B). The Mayor (or Mayor Pro Tem in the Mayor’s absence) would be authorized to sign correspondence expressing the City Council’s position on legislation consistent with the Legislative Program and/or other positions approved by the City Council.

Staff maintains direct and consistent contact with contracted state and federal lobbyists and monitors the League of California Cities’ Priority Focus, Association of California Water Agencies and other sources to identify pending legislation that may impact the City. Letters expressing the City’s position will be drafted for the Mayor’s signature, with copies distributed to each Councilmember. Pending legislation not addressed by the Legislative Program, or staff recommendations that deviate from the Legislative Program, would be agendaized for City Council consideration.

Interaction with City Staff

Overview

City Council policy is implemented on a daily basis through staff. Therefore, it is critical that the relationship between Council and staff be well understood by all parties so that policies and programs may be implemented successfully. The City of Oxnard has a long tradition of positive relationships between members of the City Council and staff. To maintain these effective relationships it is important that roles are clearly recognized.

Council-Manager Form of Government

Like most California cities, Oxnard has adopted a City Council-City Manager form of government. The Council appoints a City Manager to implement policy, enforce its laws, to direct the daily operations of city government, and to prepare and monitor the municipal budget. The City Code specifies roles and responsibilities and requires that Councilmembers work through the City Manager in dealing with City staff unless simply requesting information from department heads or other staff members. The City Manager is responsible to the City Council as a body rather than to individual Councilmembers.

Council-Manager Relationship

The employment relationship between the City Council and City Manager reflects the fact that the City Manager is the chief executive officer of the City. The City Manager has an employment agreement with the City Council. Regular communication between the City Council and City Manager is important in maintaining effective interpersonal relations. All dealings with the City Manager, whether in public or private, should be consistent with the authority of the City Manager in administrative and personnel matters. Councilmembers should avoid situations that can result in City staff being directed, intentionally or unintentionally, by one or more members of the City Council. Further, Councilmembers should avoid involving themselves in matters regarding individual City employees or related affairs.

The City Council evaluates the City Manager's performance annually to ensure that both the City Council and City Manager are in agreement about organizational performance and priority goals that are based on mutual trust and common objectives which are put forth in the mandatory annual strategic summit.

As in any professional relationship, it is important that the City Manager keep the City Council informed. The City Manager respects that the final responsibility for establishing the policy direction of the City is held by the City Council. The City Manager communicates with City Council in various ways. In addition to the formal Council meetings, there are periodic briefing meetings with individual Councilmembers and written memoranda and email. Communication must be undertaken in such a way that all Councilmembers are treated similarly and kept equally informed and provided with updates on significant fiscal matters, major projects, or other critical issues. It is also important that the Council provide ongoing feedback, information and perceptions to the City Manager including responses to written communications and surveys requesting feedback.

City Manager Code of Ethics

The City Manager is subject to a professional code of ethics that binds the City Manager to certain practices that are designed to ensure his or her actions are in support of the City's best interests. Violations of such standards can result in censure. Appendix A is a copy of the City Manager's Code of Ethics.

City Council-City Attorney Relationship

The City Attorney is the legal advisor for the Council, City Manager and departments. The general legal responsibilities of the City Attorney are to: 1) provide legal assistance necessary for formulation and implementation of legislative policies and projects; 2) represent the City's interest, as determined by the City Council, in litigation, administrative hearings, negotiations and similar proceedings; 3) prepare ordinances, resolutions, contracts and other legal documents to best reflect and implement the purposes for which they are prepared; and 4) keep City Council and staff apprised of court rulings and legislation affecting the City's legal interests. It is important to note that the City Attorney does not represent individual members of Council, but the City Council as a whole.

Roles and Information Flow

Objectives: It is the intent of staff to ensure Councilmembers have free and easy access to information from the City and to ensure that such information is communicated completely, with candor and without bias. Individual Councilmembers may not intervene in staff decision-making, the development of staff recommendations, scheduling of work, or executing department priorities without the prior knowledge and approval of the City Council as a whole. This is necessary to protect staff from undue influence and pressure from individual Councilmembers, and to allow staff to execute the priorities given by management and the Council as a whole without fear of reprisal. Undue influence exercised by Councilmembers may result in censure.

Council roles: The full City Council retains power to accept, reject, amend, influence, or otherwise guide and direct staff actions, decisions, recommendations, service levels, work loads and schedules, departmental priorities, and the performance of City business. If a Councilmember wishes to influence the actions, decisions, recommendations, workloads, work schedule, and priorities of staff, that member must prevail upon the Council in accordance with the Brown Act, preferably in open session, to do so as a matter of Council business.

Should a Councilmember become dissatisfied about a department, he/she should always talk it over with the City Manager and/or the Assistant City Manager, not the department head. Concerns about a department head must be taken to the City Manager only.

To assist the City Manager in his/her ability to monitor the flow of information, requests for information are best tracked if submitted in writing, either in memorandum form or through email. And to ensure proper responsiveness, Councilmembers are asked to "cc" both the department head and the City Manager on all correspondence with staff.

Staff roles: The Council recognizes the primary functions of staff as serving the community, executing Council policy and actions and keeping the Council informed. Staff is obligated to take guidance and direction only from the Council as a whole or from the appropriate

management supervisors. Staff is directed to report to the City Manager any attempts by individual members of the Council to unduly direct or otherwise pressure them into making, changing or otherwise influencing recommendations.

City staff will make every effort to respond in a timely and professional manner to all requests made by individual Councilmembers for information or assistance; provided that, in the judgment of the City Manager, the request is not of a magnitude, either in terms of workload or policy, which would require that it would be more appropriately assigned to staff through the direction of the full City Council. If a request by an individual Councilmember is determined by the City Manager to take one hour or more of staff time to complete, that request may be included on the formal Council agenda for full Council discussion.

Dissemination of Information

In cases where a staff response to an individual Councilmember request involves written materials that may be of interest to other Councilmembers, the City Manager will provide copies of the material to all other Councilmembers. In making this judgment, the City Manager will consider whether the information is significant, new, otherwise not available to the Council or of interest to the Council.

Staff Relationship with Advisory Bodies

Staff support and assistance is typically provided to commissions and task forces. However, advisory bodies do not have authority over City employees. While staff may work closely with advisory bodies, staff members remain responsible to their immediate supervisors and ultimately the City Manager and City Council. The members of the commission/ board/committee are responsible for the functions of the advisory body, and the chairperson is responsible for committee compliance with City policies and practices.

Staff support often includes preparation of an agenda and its posting in compliance with the Brown Act. Staff may also prepare reports providing background on the issue, alternatives, a recommendation, and appropriate backup materials, if necessary. Advisory body members should have sufficient information to reach decisions based upon a clear explanation of the issues. The assigned staff person may serve as secretary, taking minutes as needed. Staff members are to assist the advisory body chair to ensure appropriate compliance with state and local laws and regulations.

It is important that advisory bodies wishing to communicate recommendations to the City Council do so through approved Council agenda procedures. In addition, if a commission wishes to correspond with an outside agency, that correspondence will be prepared by staff for review by the City Manager and possible approval by the City Council. Individuals who would like staff to perform research or for the commission to review a particular issue must gain the approval for such a request from the full City Council before any work is planned or done.

Support Provided to City Council

Staff Support

General administrative support to members of the City Council is provided through the City Manager's Office. Secretarial services including scheduling of appointments, receipt of telephone messages, and word processing are available as needed. Sensitivity to the workload of support staff members in the City Manager's Office is appreciated. Should requested tasks require significant time commitments, prior consultation with the City Manager is requested.

Office Equipment

To enhance Councilmembers' ability to communicate with staff and the public, the City Council office is equipped with a computer and telephones with voicemail. The Council can also receive and send faxes.

Councilmembers may be connected from their home to the City's computer network. Information Services staff will provide initial assistance in setting up necessary software and hardware. While staff will maintain those computer applications related to City affairs, staff cannot provide assistance for personal computer applications. When individual Councilmembers have completed their term of office, any installed software and external modems must be returned to the City.

These technologies facilitate efficient communication by Councilmembers. However, their use also raises important legal issues to which Councilmembers must pay special attention. First, the Brown Act prohibits members from using "technological devices" to develop a concurrence by a majority regarding an action to be taken by the Council. "Technological devices" under the Brown Act include phones, faxes, computer email, public access cable TV and video. Councilmembers should not use e-mail, faxes or phones for communicating with other Councilmembers in order to develop a majority position on any particular issue that may come before the full Council.

Second, be aware that most emails sent by Councilmembers probably are public records under the Public Records Act. Even though it does not create paper, sending email is more similar to mailing a letter than placing a telephone call. The information in the email is stored on the computer network until deleted, and may continue to exist on the network's back-up systems even after being deleted. As a result, emails can become records of the City maintained in the course of business, and thus available for public disclosure under the Public Records Act.

Finally, the City's email system is intended for the conduct of official business, and not for personal or political reasons. See Chapter 7 for a detailed discussion on the prohibition against using City property and funds for personal or political purposes.

Meeting Rooms

Conference rooms are available in the City Manager's Office for shared use by members of the City Council. Councilmembers can also reserve larger meeting space for use by contacting the City Manager's Office staff.

Mail, Deliveries

Members of the City Council receive a large volume of mail and other materials from the public, private interests and staff. The City Manager's Office staff maintains a mailbox for each member. Meeting agenda materials are available for pick up Thursday evenings at 5:30 p.m. and are posted on the City's website. Members are encouraged to return unwanted reports and documents to staff for distribution to the public or for recycling.

DRAFT

Financial Matters

Council Compensation

State law and the City Code provide for modest compensation to members of the City Council. State law limits an increase in City Council salaries to 5 percent per year, effective only following the next election after adoption. Currently, Councilmembers receive a monthly stipend. Councilmembers are also eligible for participation in group insurance benefits including retirement, medical, dental, vision, and life insurance plans available at the level provided to management employees.

Expenditure Allowance

The annual City budget includes limited funding for members to undertake official City business. Eligible expenses include travel for attendance at conferences or educational seminars, and the purchase of publications and annual subscriptions. Donations to organizations are not eligible nor are meals for individuals other than Councilmembers.

Expenditure Guidelines

It is important to note that any expense must be related to City affairs. Public property and funds may not be used for any private or personal purpose. Courts have ruled that this prohibition includes personal political purposes. For example, reimbursement could not be allowed to pay for meals at a meeting designed to discuss political or campaign strategies. It is also inappropriate for City funds to pay for a meal or other expenses of a private citizen.

City budgetary practices and accounting controls apply to expenditures within the City Council budget. Reimbursement requests should be made through the City Manager's Office monthly with receipts. Expenditure records are public information.

Conflicts & Liability

Conflict of Interest

State laws are in place to prevent an action by a Councilmember that would or may constitute a conflict of interest. The purpose of such laws and regulations is to ensure that all actions are taken in the public interest. At any time a Councilmember believes a potential for conflict of interest exists, he/she is encouraged to consult with the City Attorney or private legal counsel for advice. Staff may also request an opinion from the City Attorney regarding a member's potential conflict. Laws that regulate conflicts are very complicated. Violations may result in significant penalties including criminal prosecution.

There are two primary laws that govern conflicts of interest for public officials in California: the Political Reform Act and Government Code section 1090. In general terms, the Political Reform Act prohibits a public official from having a financial interest in a decision before the official; section 1090 prohibits a public official from having a financial interest in government contracts.

The Political Reform Act prohibits public officials from making, participating in, or in any way attempting to use their official position to influence a governmental decision in which they know, or have reason to know, that they have a financial interest. Therefore, if a public official has a conflict of interest, the official must disqualify himself or herself from acting on or participating in the decision before the City. Once a year Councilmembers and certain staff are required to file statements of economic interests.

Government Code section 1090 is similar to the Political Reform Act, but applies only to City contracts in which a public official has a financial interest. The financial interests covered by section 1090 are different from those in the Political Reform Act. A Councilmember having an interest in a contract may preclude the City from entering into the contract at all. In addition, the penalties for violating section 1090 are severe. If a Councilmember believes that he or she may have any financial interest in a contract that will be before the Council, the Councilmember should immediately seek advice from the City Attorney or the Councilmember's personal attorney.

There are a number of other restrictions placed on Council actions that are highlighted in the *League of California Cities' Guide*. Such restrictions include prohibitions on secrecy and discrimination as well as assurance that all city funds are spent for public purposes. Violations of these restrictions may result in personal liability for individual Councilmembers.

City Attorney Advice

The City Attorney has an affirmative duty to protect the City and City Council from conflicts of interest wherever possible. It is critical to note that while the City Attorney can render advice on the interpretation of State laws and regulations on conflict matters, such advice is solely an interpretation of the law. The only authority that can provide binding interpretations on such matters is the State Fair Political Practices Commission (FPPC). Councilmembers or the full Council may also solicit opinions on such matters directly from the FPPC; however, such

opinions often take time to develop and may not readily respond to urgent matters. It is important to note that the City Attorney does not represent individual members of Council, but the City Council as a whole.

Conflict of Interest Forms

Annual disclosure statements are required of all Councilmembers, designated commissioners and senior staff which indicate potential conflicts of interest including sources of income, ownership of property and receipt of loans and gifts. Councilmembers and the City Manager often serve on the governing board of other agencies as a result of their positions. These agencies also require submittal of disclosure forms. These forms require information including income, loans, receipt of gifts, and interest in real property among other items.

Liability

The City is a large institution offering a variety of services and may occasionally find itself subject to legal actions through lawsuits. For example, those involved in automobile accidents sometimes choose to take actions against the City since the accident occurred on a City roadway. The City must always approach its responsibilities in a manner that reduces risk to all involved; however, with such a wide variety of high-profile services all risk cannot be eliminated. The City belongs to an agency with other governments to manage insurance and risk activities.

It is important to note that violations of certain laws and regulations by individual members of the City Council may result in that member's being personally liable for damages which would not be covered by the City's insurance. Examples may include discrimination, harassment or fraud.

Additional Training & Resource Materials

League of California Cities

The League is an association of virtually all cities in California. It provides many services including the production of educational conferences for local officials, publication of various newsletters and the monthly magazine *Western City*. The League has lobbyists on staff to represent the interest of cities before the state legislature and federal government and supports committees having local officials as members that are organized to address issues as they arise. The League has an Internet web site at www.cacities.org. The City of Oxnard participates in League activities through the Channel Counties Division.

Local Government Commission

The Commission is a California-based organization that focuses largely on planning and resource conservation issues. It conducts workshops, offers periodic seminars, and publishes newsletters.

International City/County Management Association (ICMA)

ICMA is a professional association of local government chief executives/city managers. The association has an extensive list of publications to assist local officials.

Other Reference Material Available

The Brown Act - Open Meetings for Local Legislative Bodies

Report on City Participation in Ballot Measure Campaigns

A Guide to the Political Reform Act

Elected Officials Handbooks:

Setting Goals for Action: An Overview of Policy Development

Building a Policy-Making Team.

Setting Policies for Service Delivery

Pursuing Personal Effectiveness

City of Oxnard City Code

APPENDIX A

International City Manager's Association (ICMA) Code of Ethics

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

Tenet 1

Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

Tenet 2

Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant

Tenet 3

Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.

Tenet 4

Recognize that the chief function of local government at all times is to serve the best interests of all people.

Tenet 5

Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

Tenet 6

Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.

Tenet 7

Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

Tenet 8

Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

Tenet 9

Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

Tenet 10

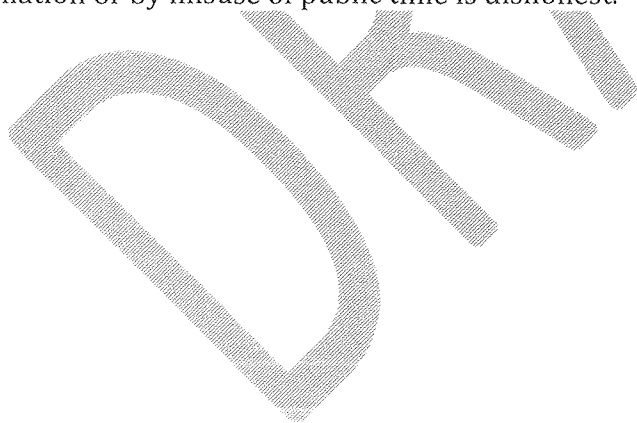
Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

Tenet 11

Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.

Tenet 12

Seek no favor; believe that personal aggrandizement or profit secured by confidential information or by misuse of public time is dishonest.



APPENDIX B

City of Oxnard 2015-2016 Legislative Program

The foundation for the City's legislative priorities is based in the mission statement adopted by the Oxnard City Council in January of 2005:

"The City of Oxnard will have clean, safe, prosperous and attractive neighborhoods with open, transparent government."

The following Legislative Program was developed to enable the City to respond to pending state and federal legislation in a proactive manner. The Mayor (or Mayor Pro Tem in the Mayor's absence) would be authorized to sign correspondence expressing the City Council's position on legislation consistent with this Legislative Program and/or other positions approved by the City Council.

Staff would maintain direct and consistent contact with contracted state and federal legislative advocates and monitor the legislative priorities of the League of California Cities and the Association of California Water Agencies, and other sources to identify pending legislation that may impact the City. Letters expressing the City's position will be drafted for the Mayor's signature, with copies distributed to each Councilmember. Pending legislation not addressed by the Legislative Program or staff recommendations that deviate from the Legislative Program would be agendaized for City Council consideration.

Basic Principles

A. Local Control

1. Support legislation mandating that the state and federal governments provide full cost reimbursement to cities for all required programs and for all programs resulting in revenue loss to cities.
2. Support legislation that protects the ability of cities to recover the costs of mandated programs through fees that are exempt from Proposition 218.
3. Advocate legislation that enhances local control of resources and tools that assist the City Council to address the needs of City residents.
4. Oppose legislation that limits or interferes with City Council authority over local municipal affairs.
5. Oppose legislation that eliminates or restricts the taxing authority of cities over development; weakens existing Government Code section 66000 fee authority; or redefines any development tax, condition, or other monetary change as development fees.

6. Oppose legislation that mandates changes that interrupt the City's operations, services to the community, or impairs or weakens its infrastructure.

B. Local Budget

1. Advocate for state and federal funding supporting City infrastructure projects and City programs.
2. Support reforming the local government finance structure in a way that establishes long-term financial stability to assure future growth and provide needed public facilities and services.
3. Support discretionary revenue sources to cities over directed and limited sources.
4. Oppose legislation that negatively impacts the City's fiscal viability by adding further financial burden through unfunded mandates.
5. Oppose legislation that reduces the City's revenue base.
6. Oppose legislation that cuts state or federal grant funding for existing programs and services, e.g., Community Development Block Grant (CDBG).

Time Sensitive/Specific Issues

A. Telecommunications

1. Oppose legislation or regulatory action that negatively impacts the City Council's authority to manage and control the public right-of-way and for the City to receive compensation for its use.
2. Oppose legislation or regulatory action that diminishes or eliminates the collection of local franchise fees or diverts its collection by the federal or state governments.
3. Oppose legislation or regulatory action that authorizes "redlining" or "cherry picking" and precludes equal access to affordable cable television, Internet and digital services.

B. Transportation Needs

1. Advocate for state and federal transportation funding to construct critical transportation projects in the City of Oxnard, including the projects in the Port Intermodal Corridor (Rice Avenue/5th Street Grade Crossing, Hueneme Road Widening), and the Del Norte/101 Freeway Interchange.
2. Support restoration of program and increased funding to enhance existing public transportation programs including a discretionary bus and bus facilities program; advocate for increased bicycle and pedestrian funding and programs.
3. Advocate for state and federal funding for street, road, and alleyway repair within the City of Oxnard.
4. Advocate for state and federal funding for Transit Oriented Development (TOD)

projects that support the goals of SB 375 (Steinberg).

5. Advocate that fundamental responsibility for transportation decision making should be at the local level.
6. Oppose any state or federal reductions to existing transportation grants and programs, including Americans with Disabilities Act funding.
7. Oppose legislation that limits and/or decreases the existing amount of retention proceeds withheld from any payment by a public entity to a contractor on a public project.

C. *Waste Management*

1. Support legislation that provides cities with financial assistance for programs designed to provide for the safe disposal of solid, hazardous, and special waste.
2. Support legislation that strengthens cities' ability to direct municipal solid waste flow to designated solid waste facilities.
3. Support legislation that streamlines AB 939 tracking and reporting requirements.
4. Support legislation that promotes recycling and expands the market for recycled materials.
5. Support legislation that encourages the innovative use of biosolids for regional beneficial uses.
6. Oppose legislation that would restrict or limit the City Council's authority to franchise refuse and recycling collection services, to direct municipal solid waste flow, or to contractually require haulers to guarantee achievement of AB 939 goals.

D. *Water Resources*

1. Support legislation and funding to clean up contaminated soil and/or polluted water wherever found, including but not limited to, surface water, ground water, estuaries, or near shore ocean areas.
2. Support legislation and funding to abate sources of soil and/or water pollution wherever found, including septic systems, leaking underground fuel tanks, and agricultural and residential applications of fertilizers and pesticides.
3. Support legislation and funding to develop recycled water as an alternate water source, including treatment, storage, and distribution.
4. Support legislation and funding to develop brackish groundwater, i.e. WaterSMART grants for water recycling and energy and water efficiency.
5. Support legislation and funding to manage groundwater and surface water salinity.
6. Support legislation and funding that encourages innovative and cooperative water resources projects that will be of regional benefit.
7. Support legislation that provides a mechanism to fund the construction,

operations, maintenance, and administration of stormwater programs and projects that improve quality, minimize runoff, maximize infiltration and beneficial uses, maximize flooding protection, and minimizes negative environmental impacts, and exempt fees and charges supporting these programs and projects from Proposition 218 restrictions.

8. Support legislation to remove by 2016 regulatory, scientific, technical, and attitudinal barriers to direct potable reuse of recycled water as part of the solution to local water supply challenges.
9. Support legislation that encourages the development of consistent statewide water quality policies for the development and implementation of standards for impaired water bodies (303(d) listed), including Total Maximum Daily Loads (TMDL) allocations, National Pollutant Elimination System (NPDES) permits, and monitoring programs.
10. Support legislation that establishes a fee-sharing program for general stormwater permits issued by the State Water Resources Control Board.
11. Advocate for amendments to the existing California Water Code to support local collection and discharge of groundwater.
12. Oppose legislation that would establish drinking water quality standards or treated water quality discharge standards without sound scientific basis.
13. Support proposals to fund design and construction of recycled water systems to reduce reliance on imported water and improve water supply.
14. Support proposals to fund design and construction of wastewater infrastructure to protect water quality and public health.
15. Monitor development of Proposition 1 (California statewide water bond) competitive grant guidelines and submit comments to reflect Oxnard's priorities; advocate for fair implementation and distribution of Proposition 1 bonds to assure City has access to receiving an adequate share for local improvements and projects.

E. Economic Development

1. Support actions that fully fund CDBG as a direct allocation to cities, with the broad objective of helping low and moderate income people.
2. Support legislation to create an alternative mechanism to replace redevelopment as a tool to build needed infrastructure, develop and retain affordable housing and provide financing for local redevelopment and economic development programs.
3. Support legislation to improve California's business climate by supporting new industry-specific workforce training and non-partisan research focused on strategies to make California a more attractive place to do business, while preserving environmental standards.
4. Support legislation to bring jobs in manufacturing and service sectors back to the United States (insourcing), while not compromising environmental standards.

F. Affordable Housing

1. Support legislation that provides financial support and incentives for programs that provide affordable housing for disabled and low-income residents, families, and senior adults.
2. Support legislation that protects and maintains existing affordable housing opportunities for disabled and low income residents, families, and senior adults.

G. Public Safety

1. Support legislation that allows use of state and federal public safety grants for intervention and prevention efforts to curb gang crime and youth violence.
2. Support legislation that would provide cities with a greater share of fines and forfeitures.
3. Support legislation that promotes the efforts of the Oxnard Police Department in its role to serve and protect the community with relevance to local enforcement.
4. Support legislation that allows law enforcement to better combat gun violence through investigation, interdiction, and prevention of firearm related crimes.
5. Support legislation that allows use of state and federal public safety grants for maintenance efforts in addition to service increases.
6. Support legislation that provides adequate funding for firefighter assistance grant programs.

H. Land Use Planning

1. Support legislation that provides for shared land use determinations among counties and cities when the general plan of the city establishes a planning area consistent with Government Code provisions.
2. Support efforts that are consistent with the doctrine of "home rule" and the local exercise of police powers, through planning and zoning processes, over local land use.
3. Support legislation that addresses potential climate change impacts, and that provides financial assistance to local governments to evaluate and address potential climate change impacts, including sea level rise.
4. Support legislation that addresses obligation of private owners and operators of Once-Through-Cooling power plants to, upon permanent shutdown, demolish and remove such facilities.
5. Support legislation that protects the ability of local jurisdictions to make land use determinations for energy facilities.

I. General Government

1. Support legislation that provides financial assistance for local public libraries without the imposition of new taxes
2. Advocate for federal funding to support City infrastructure projects and City programs.
3. Support legislation that limits libraries' contributions to the Educational Revenue Augmentation Fund.
4. Support legislation that makes funds available to refurbish and improve parks.
5. Oppose legislation that reduces funding for libraries including public library funds.
6. Support legislation that makes funds available to upgrade, remodel existing libraries, and build new libraries.
7. Support legislation that improves library services.
8. Support legislation and programs that maintains or enhances funding for the Oxnard School District's school safety and intervention and preventions; oppose legislation which reduces funding to these programs.
9. Oppose legislation that reduces or restricts local authority to regulate public right-of-way.
10. Support legislation and funding for energy-efficiency projects and programs for public buildings and facilities.
11. Support legislation and seek funding for the needed construction, repair, and enhancement of the Santa Clara River levee system, *including SCR-3 Reach 4, the "GAP"*.
12. Support legislation and seek funding for the complete remediation of the EPA Superfund Site located on Perkins Road in Oxnard (former Halaco site).
13. Support proposals and seek funding to facilitate academic research and participation in an Ormond Beach area project.
14. Support increased funding for environmental protection programs and capital projects, including resource, open space, and shoreline protection, as well as Ormond Beach wetlands restoration.
15. Support proposals to develop new funding for acquisition, development, and rehabilitation of parks and recreation facilities and open space. (statewide parks bond)
16. Support state certification of Oxnard City Corps.
17. Support legislation which would: 1) provide a comprehensive statutory framework for regulation of hydraulic fracturing (or "fracking") and other well stimulation treatments in California; 2) provide statutory and regulatory protection from potential hazards to the environment, groundwater quality, air quality, seismic safety, and public health that may result from these processes; and 3) require the disclosure of chemicals used in hydraulic fracturing and other well stimulation treatments.

18. Support bipartisan legislation to allow states to compel out-of-state vendors to collect online sales taxes.

J. Military Bases

1. Support legislation that provides funding or additional missions to the military bases in Ventura County.
2. Support the legislative efforts of the Ventura County Regional Defense Partnership for the 21st century (RDP-21).
3. Support legislation to add aircraft for the firefighting capability of the Air National Guard within Ventura County.
4. Support legislation and program guidance that promotes partnerships between local governments and military bases to reduce costs and improve efficiency of services for military bases.

DRAFT

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
March 1, 2016

AGENDA ITEM NO. I-1

A. ROLL CALL/POSTING OF AGENDA

At 4:35 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Scott Whitney, Assistant City Manager and Stephen Fischer, Interim City Attorney.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

Finance Department

1. SUBJECT: Update on Maintenance Assessment District Audits and Community Outreach Plan. (001)

RECOMMENDATION: Receive an update on the various audits of the Maintenance Assessment Districts and community outreach plan by the City's assessment district consultant, NBS.

DISCUSSION: Pablo Perez, NBS, reviewed the comprehensive financial assessment of districts comprising of boundary of districts, budget and levy calculations audits including recommendations of reduction of service costs for districts with deficits or increase of district levy. He stated Assessment Districts with surplus funds had options of increase in services or reduction of assessment.

The City Manager outlined how payments and debts were accounted for within the assessment districts.

Public comments was received from: Michael Gleason; Phil Molina; Dale Dean; Larry Stein; Jackie Tedeschi and Steve Huber.

The City Council questioned: how expenses of landscape maintenance districts were paid when there was a deficit; funding formula to be used for administration costs; record keeping practices; that commingling of funds had "not" take place and type of landscape "services" to be provided.

ACTION: Received report and provided comments.

D. OPENING CEREMONIES

At 6:17 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Jeri Williams,

Police Chief; Chief; Jason Benites, Assistant Police Chief; Eric Sonstegard, Assistant Police Chief; Daniel Rydberg, Utilities Director; Tabin Cosio, Human Resources Director; Arturo Castillo, Housing Director; Ashley Golden, Development Services Director; Darwin Base, Assistant Fire Chief; Kathleen Mallory, Project Planner; Ken Klopman, Youth Safety Coordinator; Michael More, Financial Resources Manager and Chelsea Reynolds, PACC Manager.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating March 9, 2016 as "Soroptimist Stop Human Trafficking and Sexual Slavery Awareness Day".

DISCUSSION: Mayor Flynn presented proclamation to Sylvia Paniaqua, Oxnard Soroptimist President and Debbie Gohlke, Chair of Human Trafficking Campaign, invited the public to attend a March 9, 2016 event.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Larry Stein (public records); Chelsea Reynolds, PACC Manager (Broadway play at PAC); Woodrow Thomas (legal laws); Armando Vasquez (charter school); Al Velasquez (consultant costs); Ray Tejada (changes of the City practices); Ed Ellis (Ormond Beach); Celeste Camino (Police empowerment program, Housing rights & "J" Street drain); and Donna Thomas (lack of library services due to lack of having personnel) .

G. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were provided from: Utilities Director (bid process) (I-1(a-f)) and (I-3) and Assistant Fire Chief (I-2).

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments received from: Larry Stein; Al Velasquez and Woodrow Thomas.

I. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review. (183)

RECOMMENDATION: 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.

Fire Department

2. SUBJECT: Regional Emergency Response Operations Agreement. (187)

RECOMMENDATION: 1) Approve and authorize the Fire Chief to execute a Regional Emergency Response Operations Agreement (A-7863) for countywide emergency response operations between the City of Oxnard, the cities of Ventura, Fillmore, Santa Paula and Ventura County Fire Protection District ; 2) Authorize the Fire Chief to sign any future amendments to Agreement No. A-7863 that may arise from time to time, provided that they do not increase the cost of Agreement to the City of Oxnard; and 3) Authorize the Fire Chief, or designee, to enter into an Operational Plan, referred to in the Agreement, and to update it annually, as needed, pursuant to the terms of the Agreement.

Public Works Department

3. SUBJECT: Recycled Waterline Project, Specification UD13-13. (199)
RECOMMENDATION: Approve project plans and specifications and authorize staff to solicit bids for the Recycled Waterline Project, Specification UD13-13.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (Ramirez/Padilla) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

J. PUBLIC HEARINGS

ACTION: Mayor Flynn declared the public hearing open.

DISCUSSION: The City Clerk reported on posting, publication and that there were no written communications received.

At 7:50 p.m., Mayor Flynn left the meeting and Mayor Pro Tem Ramirez presided.

RECESS

At 7:52 p.m., the City Council recessed and at 7:59 p.m., the City Council reconvened with Mayor Flynn was present and presided.

Development Services Department

1. SUBJECT: Planning and Zoning Permit (PZ) No. 15-630-02 (Specific Plan Amendment No. 1 to the Village Specific Plan). Located South of Highway 101 (Ventura Freeway), West of Oxnard Boulevard, North of the Union Pacific Railroad and East of North Ventura Road. Filed by Tony Talamante, Oxnard CRFL Partners, LLC, 64 Maxwell, Irvine, California 92618. (203)
RECOMMENDATION: Approve the first reading by title only and subsequent adoption of an ordinance approving PZ No. 15-630-02 (Specific Plan Amendment No. 1 to the Village Specific Plan) for map and text amendments to the Village Specific Plan ("Specific Plan"), subject to certain findings.
DISCUSSION: The Project Planner reviewed development of site and the request for specific plan amendment proposing "transit" related uses.

Public comments were received from: Larry Stein; Tony Talamante; Al Velasquez and Woodrow Thomas.

ACTION: Close the public hearing. (Flynn/Ramirez) unanimously.

DISCUSSION: The City Council discussed transportation options; needed discussions with MetroLink.

ACTION: Approved as recommended. (MacDonald/Perello) Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez.

Housing Department

2. SUBJECT: Issuance of Multifamily Housing Revenue Bonds for Gateway Station, located at 1250 South Oxnard Boulevard, Oxnard, California.

RECOMMENDATION: Continue to April 5, 2016.

ACTION: Moved continue this item (Perello/Ramirez) Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

K. APPOINTMENT ITEMS

O. PUBLIC COMMENTS ON REPORTS

L. REPORTS

Police Department

1. SUBJECT: Verbal Report on Citywide Gang Violence Prevention Efforts.

RECOMMENDATION: Receive a verbal report on the various enforcement, intervention, and prevention efforts being utilized by the Police Department and Recreation Department to address

DISCUSSION: The Assistant Police Chief (Benites) reviewed: crime statistics; prevention programs; neighborhood programs; ABC review and public engagement. Assistant Police Chief (Sonstegard) reviewed the gang injunction activity, investigations and partnership with Ventura County Sheriff. The Youth Safety Coordinator commented on California Gang Reduction, Intervention & Prevention (Cal-GRIP) program to reduce youth crime and how grants are awarded. The Police Chief discussed Southwinds Action Plan to focus resources within the Southwinds community including lighting issues, clean-up and community partnerships,

Public comments received from: Al Velasquez; Pat Brown; Sandra Sudac; Larry Stein; Greg Runyon, Woodard Thomas and George Miller.

The City Council discussed: staffing of police officers; Police response time; public safety issues; Police funding; community investments and "measurement of success".

ACTION: The City Council provided comments to staff.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

ACTION: The City Council concurred by verbal vote to act on N-1 unanimously due to being past 10:00 p.m.

City Manager Department

1. SUBJECT: Request from the Oxnard Convention and Visitors Bureau regarding the 2016 North American Travel Journalists Association Conference. (323)

RECOMMENDATION: That City Council: 1) Consider a request from the Oxnard Convention and Visitors Bureau for the 2016 North American Travel Journalists Association conference which will take place April 4 – 8, 2016 at the Embassy Suites Mandalay Beach Resort; 2) Adopt a resolution forgiving the Transient Occupancy Tax (TOT) debt for attendees of the convention in an amount not-to-exceed \$9,000; or 3) Authorize the City Manager to provide a sponsorship in the amount of \$10,000.

DISCUSSION: Alyce Bosacki, Oxnard Convention and Visitors Bureau, requested waiving of TOT fees or sponsorship of the event.

Public comments received from: Pat Brown and Al Velasquez.

The City Council discussed: sponsorship of the Travel Journalists Association Conference; request of other non-profit organizations and the need a formal "request" policy by non-profit organizations.

ACTION: Moved to approve \$10,000 sponsorship of 2016 North American Travel Journalists Association conference (Ramirez/MacDonald) Ayes: Padilla, Flynn, Ramirez and MacDonald. Noes: Perello.

L. REPORTS

City Manager Department

2. SUBJECT: Review of City Council Policy Regarding Placement of Items on Future City Council Agendas. (271)

RECOMMENDATION: Consider and provide direction to City Manager regarding the proposed policy regarding placement of items on future City Council agendas.

ACTION: The City Council concurred to continue this item.

Finance Department

3. SUBJECT: Review of the City's Financial Management Policies. (275)

RECOMMENDATION: Receive and file the attached update on the City's Financial Management Policies and accept the Fiscal Policy Taskforce's recommendation to suspend the policy related to the adoption of a two-year budget.

ACTION: The City Council concurred to continue this item.

Human Resources Department

4. SUBJECT: Approval of Resolutions Authorizing Full-Time Equivalent Positions and Approving Changes to Section XII of the Personnel Rules and Regulations Setting the Classification and Salary Schedule. (295)

RECOMMENDATION: The City Council Adopt Two Resolutions: 1) Repealing Resolution No. 14,873 authorizing full-time equivalent positions and setting the authorized full-time equivalent positions; and 2) Repealing Resolution No. 14,874 setting the classification and salary schedule; and approving changes to Section XII of the Personnel Rules and Regulations setting the classification and salary schedule.

ACTION: The City Council concurred to continue this item.

M. REPORT OF CITY MANAGER

The City Manager commented on: Wastewater System problems and maintenance of the ED Hunt Beach Walkway.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council discussed: the temporary closing of the National Guard building (used to house homeless individuals during the winter) for five days and possible options with the Housing Director; questioned possible individual "car" racing within community (Ramirez) and an upcoming PAC event (Broadway next Musical).

R. ADJOURNMENT

At 10:51 p.m., the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
March 15, 2016

A. ROLL CALL/POSTING OF AGENDA

At 4:33 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Oxnard Council Chambers. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Scott Whitney, Assistant City Manager and Stephen Fischer, Interim City Attorney.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 4:34 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.

The City Council also recessed to a closed session, pursuant to Government Code section 54957(b)(1), evaluation of public employee, City Manager.

At 6:03 p.m. the City Council reconvened and recessed to the evening session. The Interim City Attorney announced by a vote of 4-1 (with Councilman MacDonald voting "no") that Council has given approval to initiation an action which will not be identified tonight but defendant and other particulars will be disclosed once the action is formally commenced upon inquires.

D. OPENING CEREMONIES

At 6:04 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers. The meeting opened with the pledge of allegiance to the flag of the United States by Boy Scout Pack 3251, followed by a moment of silence for Juan Delgado. Mayor Flynn presided. Additional staff members present were: Tabin Cosio, Human Resources Director; Bryan Brice, Fire Chief; Ashley Golden, Development Services Director; Daniel Rydberg, Interim Utilities Director and Jason M. Samonte, Traffic Engineer; and Dave Millian, Special Financial Counsel.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Resolution Commending Peggy Rivera for Nine-Years of Service as a Homelessness Commissioner for the City of Oxnard. (001)

RECOMMENDATION: Approve.

DISCUSSION: The City Council commented on the "volunteer" work of Peggy Rivera.

Public comments were received from: Steve Nash; Darlene Gonzalez and Ron Cannon.

ACTION: Approve as recommended, **Res. No. 14,902** (Ramirez/Perello) unanimously.

2. SUBJECT: Introduction of New Public Information Officer.

DISCUSSION: The City Manager and Assistant City Manager (Hurtado) introduced the new Public Relations and Community Affairs Manager, Delana G. Gbenekama.

Public comment was received from: Steve Nash.

The City Council welcomed her to the community.

ITEMS REMOVED FROM AGENDA

The City Council concurred to remove I-3 from the agenda

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Steve Nash (passing of Mr. Delgado, use of chemicals); Dan Pinedo (passing of Juan Delgado); Al Velasquez (crime rates); Inez Tuttle (questioned the creation of new position); Jeff Donabedian (use of consultants); Jim Hensley (water safety); Larry Stein (blood drive) and Woodrow Thomas (housing issues).

G. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Fire Chief (I-2(b)) and Traffic Engineer (I-5).

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Al Velasquez (I-5) and George Miller (I-5).

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for February 9 and 23, 2016; and Minutes of the Special Meetings of the Oxnard City Council for February 29, 2016. (003)

RECOMMENDATION: Approve.

City Manager Department

2. SUBJECT: Agreements for City Council Review. (015)

RECOMMENDATION: 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.

Development Services Department

3. SUBJECT: Planning and Zoning Permit No. 16-300-01 (Final Subdivision Map for Tract No. 5952-1) "The Courts at La Colonia Village". Filed Jointly by the Oxnard Housing Authority (OHA), 435 South D Street, Oxnard, CA 93030 and John Bigley, Urban Housing Communities, LLC, 2000 East Fourth Street, Suite 205, Santa Ana, CA 92705. (017)

RECOMMENDATION: Removed from the agenda.*

4. SUBJECT: Second Reading and Adoption of Ordinance No. 2904 Approving PZ No. 15-630-02 (Specific Plan Amendment No. 1 to the Village Specific Plan). (041)
RECOMMENDATION: Adopt **Ordinance No. 2904** approving PZ No. 15-630-02 (Specific Plan Amendment No. 1 to the Village Specific Plan) for map and text amendments to the Village Specific Plan.

Finance Department

5. SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract (A-7860) for DS14-22 Transit Stop Enhancement at Vineyard Ave. (047)
RECOMMENDATION: 1) Award Agreement No. A-7860 to the lowest responsible and responsive bidder, Toro Enterprises, in the amount of \$123,308.00 for Project Specification No. DS14-22 Transit Stop Enhancement at Vineyard Avenue project; and 2) Authorize the Purchasing Agent to issue and execute the Agreement upon receipt of final documents.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended with removal of I-3 from the agenda.* (Ramirez/MacDonald) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

J. PUBLIC HEARINGS

K. APPOINTMENT ITEMS

L. REPORTS

Human Resources Department

1. SUBJECT: Approval of Resolutions Authorizing Full-Time Equivalent Positions and Approving Changes to Section XII of the Personnel Rules and Regulations Setting the Classification and Salary Schedule. (075)
RECOMMENDATION: Adopt **Resolution No. 14,903**: 1) Repealing Resolution No. 14,873 authorizing full-time equivalent positions and setting the authorized full-time equivalent positions; and 2) **Resolution No. 14,904** Repealing Resolution No. 14,874 setting the classification and salary schedule; and approving changes to Section XII of the Personnel Rules and Regulations setting the classification and salary schedule.
DISCUSSION: The Human Resources Director reviewed the reasons to increase the salary of Finance Director.

Public comments received from: Larry Stein; Al Velasquez and Aaron Starr.

The Council commented on need to attract qualified individuals; understanding salary ranges in the competitive market and possible salary savings.

ACTION: Approved as recommended, Resolutions No. 14, 903 and 14,904. (Perello/Ramirez) Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez.

Development Services

2. SUBJECT: Possible Amendments to the Oxnard City Urban Restriction Boundary (CURB) and the Save Open Space and Agricultural Resources (SOAR) Ordinance. (103)

RECOMMENDATION: Receive a report and provide direction to staff regarding placing an amendment to CURB and/or SOAR before qualified City of Oxnard voters at a statewide election.
DISCUSSION: The Development Services Director reviewed: 1) possible options to place SOAR on the ballot, 2) possible election dates and 3) time schedule to place on ballot.

Public comments received from: Nancy Pedersen (options two); Jurgen Gramakow (leaving SOAR alone); Larry Stein (public input); Richard Francis (leaving boundary and extending time); Al Velasquez (election process); Barbara Macri-Oritz (option one, coastal plan, housing plan); George Miller (ballot process); Jim Hensely (support of Ormond Beach); Pat Brown (leaving SOAR alone); Elizabeth Lamar (place on ballot); Aaron Starr (against anyone getting special services); Larry Godwin (supported expiring in 2030); Keith Workman (in-fill development); Harold Ceja (placement on ballot) and Woodrow Thomas (support SOAR).

Against placing SOAR on November 8, 2016 election ballot: Kristen Decas, Port Hueneme; Jess Herrera, Port Hueneme; Michael Wynn-Song; David Valenzuela and Lynn Jensen.

The City Council discussed: need for community input; following the 2030 General Plan; time extension of current SOAR; continue SOAR boundaries; need for more information; need for "internal infill" growth; and placing initiative on ballot.

ACTION: Direct staff to place the current SOAR initiative on November 8, 2016 ballot to expire 2030 (Ramirez/MacDonald). Ayes: Perello, Flynn, Ramirez and MacDonald. Noes: Padilla.

RECESS

At 9:02 p.m., the City Council recessed and at 9:13 p.m., the City Council reconvened.

L. REPORTS

City Manager Department

4. SUBJECT: Review of City Council Policy Regarding Placement of Items on Future City Council Agendas. (141)

RECOMMENDATION: Consider and provide direction to the City Manager regarding the proposed policy regarding placement of items on future City Council agendas.

DISCUSSION: The City Manager and Assistant City Manager (Hurtado) reviewed current policy and provided a possible modification to policy.

Public comments were received from: Jim Lavery and Pat Brown.

The Council discussed: the priority of Council; working with CAGs; emergency meeting policies (following Brown Act); placing Council comments at beginning of meeting; ongoing list and time limitations to discuss issues.

ACTION: The City Council provided comments and directions to staff.

Finance Department3. SUBJECT: Review of the City's Financial Management Policies. (121)

RECOMMENDATION: Receive and file the attached update on the City's Financial Management Policies.

DISCUSSION: The Special Financial Counsel addressed several issues including: not having a two year budget; following "financial" policies; examination of financial policies; getting into and staying in compliance; bonds rating and possible creation of new policies.

Public comments received from: Steve Nash; Jim Lavery; Woodrow Thomas and George Miller.

The City Council discussed several issues including City's "cash" balance, current financial computer system in place, financial ethics, financial policies and guidelines.

ACTION: Received the report and provided comments.

M. REPORT OF CITY MANAGER

The City Manager commented on: 1) a "vacation rental" survey that will be taking place; 2) the water "purification" process; 3) crime rates and 4) upcoming report on the "use" of consultants.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council commented on: the rental survey; exactly what beaches belong to Oxnard; the Halaco clean-up site; providing safe clean water to the community; building "community" infrastructure; upcoming California Utility Commission meetings (regarding proposed power plant) and the opening of the Sunset Little League season.

O. PUBLIC COMMENTS ON REPORTSP. PUBLIC COMMENTS ON STUDY SESSIONQ. STUDY SESSIONR. ADJOURNMENT

At 11:29 p.m., the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: I-2

DATE: March 29, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

A handwritten signature in cursive script, appearing to read "Greg Nyhoff".

FROM: Bryan Brice, Fire Chief

SUBJECT: Accept the Grant and Appropriate Funds for the 2015 Emergency Management Performance Grant (EMPG)

CONTACT: Amy Van Atta, Fire Department
Amy.Vanatta@oxnardpd.org, 385-8369

RECOMMENDATION

That City Council:

1. Approve a Budget Appropriation recognizing grant award in the amount of \$48,429 to the 2015-2016 Emergency Management Performance Grant (EMPG) No. 772250.

BACKGROUND

The 2015-2016 Emergency Management Performance Grant (EMPG) is funded by the U.S. Department of Homeland Security and administered through the California Office of Emergency Services. The funds are distributed to the City on a reimbursement basis through the Ventura County Sheriff's Office of Emergency Services. Grant funds must be used to prevent, prepare for, mitigate against, or recover from natural or man-made emergencies and disasters. The City has received EMPG funds for over twenty years.

The City will utilize the grant funds to offset costs associated with the Disaster Preparedness Coordinator salary, and associated equipment and supplies. The specific activities of the Disaster Preparedness Coordinator that meet the purpose of the grant include ensuring National Incident Management System (NIMS) compliance, training of Emergency Operations Center (EOC)/City staff and promotion of community readiness through programs such as Community Emergency Response Team (CERT). The Disaster Preparedness Coordinator is a fully funded position in the Fire Department, should EMPG funds not be utilized for the salary of this position the City would have to actualize the entire salary cost.

FINANCIAL IMPACT

The grant requires a match of \$48,429, which will be met from general funds approved in the FY 2015-2016 budget for the salary of the City's Disaster Preparedness Coordinator. The reimbursable grant award will be recognized and appropriated to 2015-2016 Emergency Management Performance Grant No. 772250.

ATTACHMENTS

Attachment #1 - Budget Appropriation

Attachment #2 - Grant Award Letter

REQUEST FOR BUDGET APPROPRIATION

Department: Fire
Project/Program
Manager: Bryan Brice

Date: February 23, 2016
Phone: 385-7700

Reason for Adjustment:

Recognize revenue and appropriate 2015 Emergency Management Performance Grant (CFDA #97.042)

Accounts and Descriptions

AMOUNT

Fund: STATE TERM GRANTS FUND (217)

Revenues /Transfers In

EMPG 15-16 STATE GRANT (772250)

217-2226-532.72-31	STATE / LOCAL SOURCES / STATE GRANT REVENUES	48,429
	Sub-total Revenues	<u>48,429</u>

Expenditures/Transfers Out

EMPG 15-16 STATE GRANT (772250)

217-2226-802.80-01	DIRECT LABOR-REGULAR	25,925
217-2226-802.80-41	EMPLOYEE BENEFITS	4,083
217-2226-802.80-42	WORKERS COMPENSATION INS	445
217-2226-802.80-43	PERS	6,479
217-2226-802.80-44	WORKERS COMP/SAFETY	172
217-2226-802.81-04	SUPPLIES-SHOP & FIELD	1,897
217-2226-802.81-34	MINOR EQP-SHOP/FIELD	262
217-2226-802.82-16	SERVICES-PRINTING-BINDING	1,987
217-2226-802.83-43	TRAINING/WORKSHOP/MTNGS	<u>7,179</u>
	Sub-total Expenditures	<u>48,429</u>

Net Change to Fund Balance 0

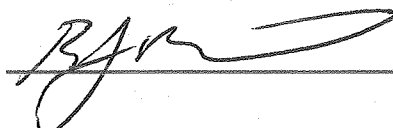
Net Appropriation Change 48,429

Approvals

Department Director

Chief Financial Officer

City Manager



REQUIRES CITY COUNCIL AUTHORIZATION



VENTURA COUNTY SHERIFF'S OFFICE

- GEOFF DEAN
Sheriff
- GARY PENTIS
Undersheriff
- STEVE DE CESARI
Assistant Sheriff
- GUY STEWART
Assistant Sheriff

800 SOUTH VICTORIA AVENUE, VENTURA, CA 93009 PHONE (805) 654-2380 FAX (805) 645-1391

Wednesday, January 13, 2016

Oxnard Fire Department
Attn: Chief Bryan Brice
360 W 2nd Street
Oxnard, CA 93030

NOTIFICATION OF SUBGRANT AWARD

Fiscal Year: 2015 Emergency Management Performance Grant

Tracking #: 15-EMPG-13

EHP Required: No

Performance Period: July, 1 2015 - March 31, 2016

Dear Chief Brice,

The California Office of Emergency Services (Cal OES) has approved the County of Ventura's FY 2014 Emergency Management Performance Grant application in the amount of \$301,566. As a member of the Ventura County Operational Area, your jurisdiction is included as a sub-grantee and has been allocated \$48,429.

Your grant administrator is responsible for reviewing all federal and state guidance to ensure compliance with federal and state regulations. A meeting with your agency will be scheduled to discuss grant management and compliance requirements outlined in the initial project application. Any project requiring an Environmental and Historical Preservation review and approval are prohibited from expending grant funds on those activities until an EHP clearance has been obtained. Failure to adhere to this requirement will result in the deobligation of grant funds.

This is a reimbursement grant which requires the sub-grantee to provide a dollar-for-dollar match. All grant forms will be sent to your EMPG point of contact electronically. According to our records Susan Duenas is your jurisdiction's point of contact. If this is not accurate please notify our office as soon as possible.

The Sheriff's Office of Emergency Services must receive all reimbursement requests by no later than April 30, 2016. If you have questions pertaining to Emergency Management Performance Grant items please call Patrick Maynard at 805-654-3843 or email Patrick.Maynard@ventura.org.

Sincerely,

Kevin McGowan
OES Manager
Ventura County Sheriff's OES

CC: Susan Duenas

☐ SPECIAL SERVICES
(805) 383-8791 Fax (805) 389-6549

☐ PATROL SERVICES
(805) 494-8260 FAX (805) 494-8295

☐ DETENTION SERVICES
(805) 654-2305 FAX (805) 654-3500

☐ SUPPORT SERVICES
(805) 654-5134 FAX (805) 677-8715

Visit Us on the Web
www.vcsd.org



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: I-3

DATE: March 29, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

A handwritten signature in blue ink, likely belonging to Greg Nyhoff, the City Manager.

FROM: Arturo Casillas, Housing Director

SUBJECT: Affordable Housing and Rehabilitation Program Loan Policies

CONTACT: Angelica Navarro, Housing
Angelica.Navarro@oxnard.org, 385-8096

RECOMMENDATION

That the City Council approve revisions to the City of Oxnard Affordable Housing and Rehabilitation Division Loan Program Policies.

BACKGROUND

On June 7, 1994, the City first instituted a program to assist qualified buyers to purchase their first home, adopting guidelines for that program. Over the years, various other loan programs have been instituted, including programs for purchases of mobile homes, and loans for rehabilitation of homes and mobile homes. The City receives funding from the federal HOME Investment Partnership Program (HOME), the Community Development Block Grant (CDBG) program, and the California Cal Home Program for the specific purpose of providing loans to first-time homebuyers and funding for rehabilitation of owner-occupied homes. In order to qualify for funding under these programs, applicants must be Oxnard residents who fall within the federal standards as low-income households. Nearly 1,100 Oxnard families have received assistance as first-time homebuyers under our programs, while many more families have received loans for property rehabilitation. The current program policies were adopted by the City Council on September 10, 2013.

DISCUSSION

City staff has prepared a revision to the program policies. Those revisions are set forth in the document identified as Attachment No. 1. The proposed revisions are designed to differentiate loan policies between the CDBG and HOME programs, ensure that policies are in accordance with the latest federal regulations, and to facilitate the use of available funds in order to maximize availability of affordable housing resources for Oxnard residents.

All changes are denoted in “RED” in the attached policies.

The proposed revisions include four notable elements:

1. Clarify that only one forgivable loan from the City of Oxnard shall be allowed per transaction;
2. Increase the front end ratio of the amount of a family’s permissible housing cost relative to income for alignment with FHA and industry borrowing guidelines;
3. Provide for an increase in the Subordination fee from \$100 to \$250, to align accordingly to neighboring jurisdictions;
4. Update the CDBG Rehabilitation policies to correspond directly with CDBG guidelines.

The following provides detail on each of these proposed policy modifications.

The first two items are related, in that they provide for assisting more families in receiving funding. The first item provides for a family to receive multiple sources of funding in one transaction, but limits the amount of forgivable funding that they receive. This will enable additional families to also receive funding from forgivable funding sources. It will also ensure that families that are receiving larger sums of “gap” financing have funding that is longer term, and that maintains the property affordable for a longer period of time. The second item increases the front end ratio from 35% to 38%. That is the percent of family income that is permitted to be used for principal and interest payments in order for a family to qualify under the City’s program. This will allow more families to qualify without excessively increasing their out of pocket housing costs.

Adoption of these first two provisions will ensure that applicants are provided with only the funding needed to make homeownership attainable, or to finance necessary rehabilitation, and will also facilitate the use of varied sources of funds available to the Housing Department, and thus allow the program to assist more families.

The third proposed change arises from the Affordable Housing staff receiving approximately sixty (60) subordination requests annually. Requests for subordinations are received from homeowners that are seeking to refinance their home loans and currently have an outstanding

debt with the City. Refinancing may be for purposes of lowering monthly payments and interest rates. Subordination requests are granted dependent upon whether refinancing is permissible in their Promissory Note and/or Deed of Trust. Each request requires dedication of staff time for research and processing. An increase in this fee to \$250.00 is proposed as a cost recovery measure to help offset the administrative costs. Staff notes that commercial lenders and other jurisdictions charge fees that range from \$150 to \$700 per request. The said increase will be assessed through escrow, and will not create an undue hardship for any potential loan applicant.

The fourth item is related to use of CDBG funding awarded annually by the City. Habitat for Humanity was awarded a grant in the amount of \$163,000 for fiscal years 2015-2017. These funds were allocated for use to expand their already existing "Preserve a Home" program. One of the current requirements for the implementation of the program is that the HOME Program policies be applied. These are overly restrictive for the work that Habitat would like to carry out. HOME policies require that all items in the house be up to code at the conclusion of the work. CDBG does not require this. To allow for greater flexibility in the use of CDBG funds, the proposed action allows that CDBG regulations and requirements be followed when CDBG funding is being used, allowing for a greater variety of home improvement services to the public.

FINANCIAL IMPACT

The proposed amendments are not projected to increase program revenues. The proposed increase of the subordination processing fee from \$100 to \$250 is projected to increase program revenue by approximately \$10,500 annually.

ATTACHMENTS

Attachment #1 - Affordable Housing and Rehabilitation Division Loan Program Policies

City of Oxnard

Affordable Housing & Rehabilitation Division

Loan Program Policies

Effective March 29, 2016



City of Oxnard
Affordable Housing & Rehabilitation Division
435 South D Street, Oxnard, CA 93030
(805) 385-7400 - (805) 385-7416 FAX
www.housing.cityofoxnard.org



CITY OF OXNARD PROGRAM LOAN POLICIES

TABLE OF CONTENTS

TABLE OF CONTENTS.	2
INTRODUCTION.	9
FAIR HOUSING AND AFFIRMATIVE MARKETING.	10
SECTION I: CITYWIDE HOMEBUYER LOAN – HOME FUNDS	11
PROGRAM DESCRIPTION.	11
BORROWER ELIGIBILITY.	11
INCOME LIMITS.	11
ELIGIBLE DWELLINGS.	11
PURCHASE PRICE LIMITS.	11
PROPERTY STANDARDS.	11
TRANSACTION TYPE.	11
LOAN TERM.	12
LOAN SECURITY	12
COMPLIANCE WITH LOAN RESTRICTIONS.	12
MINIMUM LOAN AMOUNT.	12
MAXIMUM ASSISTANCE.	12
HOMEBUYER CONTRIBUTION	12
USE OF FUNDS.	12
PROCESSING PRIORITY.	12
PRE-APPROVAL/ESCROW / APPROVAL.	13
AGREEMENT APPROVAL.	13
FIRST TRUST DEED LOAN TERMS.	13
PROPERTY TAX AND INSURANCE CALCULATIONS.	13
MAXIMUM FRONT END RATIO.	13
MAXIMUM BACK END RATIO.	14
MAXIMUM COMBINED LOAN-TO-VALUE (CLTV).	14
HOMEBUYER EDUCATION.	14
NON PURCHASING SPOUSE.	14
COSIGNERS/COMORTGAGORS/COBORROWERS.	14
REDRAW OF LOAN DOCUMENTS.	14
SUBORDINATION.	14
PAYOFF DEMAND REQUESTS.	14
PAYMENT OF LOAN.	14
LOAN PAYMENTS	14
ACCELERATION/RECAPTURE.	14
SHORT SALES.	14
EXTENDED ABSENCE.	15
ASSUMABILITY.	15
DISCLOSURE OF INFORMATION	15
PENALTIES FOR APPLICANT/LENDER MISREPRESENTATION.	15
APPEALS/EXCEPTIONS.	15
SECTION II: CITYWIDE MOBILEHOME REHABILITATION LOAN – HOME FUNDS	16
PROGRAM DESCRIPTION.	16
PRE-PROCESSING REQUIREMENT.	16
TRANSACTION TYPE.	16

USE OF FUNDS.	16
PROCESSING PRIORITY.	16
BORROWER ELIGIBILITY.	16
CO-OWNERS.	16
INCOME LIMITS.	16
ELIGIBLE DWELLINGS.	16
PROPERTY STANDARDS.	16
HOME VALUE LIMITS.	17
PRE-APPROVAL.	17
LOAN APPROVAL.	17
AGREEMENT APPROVAL.	17
MINIMUM LOAN AMOUNT.	17
MAXIMUM ASSISTANCE.	17
MAXIMUM COMBINED LOAN-TO-VALUE (CLTV).	17
LOAN TERM.	17
PAYMENT OF LOAN.	17
LOAN SECURITY	17
ASSUMABILITY.	17
ESCROW, APPRAISAL, AND TITLE SEARCH	17
SUBORDINATION.	18
PAYOFF DEMAND REQUEST.	18
ACCELERATION/RECAPTURE.	18
EXTENDED ABSENCE	18
SCOPE OF WORK.	18
CONTRACTORS.	18
CHANGE ORDERS.	18
CONTRACTOR WARRANTIES AND LIEN RELEASES.	18
COMPLIANCE WITH LOAN RESTRICTIONS	18
PENALTIES FOR APPLICANT MISREPRESENTATION.	18
APPEALS/EXCEPTIONS.	19
SECTION III: CITYWIDE SINGLE FAMILY REHABILITATION MATCHING LOAN – HOME FUNDS	20
PROGRAM DESCRIPTION.	20
PRE-PROCESSING REQUIREMENT.	20
TRANSACTION TYPE.	20
USE OF FUNDS.	20
PROCESSING PRIORITY.	20
BORROWER ELIGIBILITY.	20
CO-OWNERS.	20
INCOME LIMITS.	20
ELIGIBLE DWELLINGS.	20
PROPERTY STANDARDS.	20
HOME VALUE LIMITS.	21
PRE-APPROVAL.	21
LOAN APPROVAL.	21
AGREEMENT APPROVAL.	21
MINIMUM LOAN AMOUNT.	21
MAXIMUM ASSISTANCE.	21
MAXIMUM COMBINED LOAN-TO-VALUE (CLTV).	21

LOAN TERM.	21
LOAN SECURITY	21
COMPLIANCE WITH LOAN RESTRICTIONS.	21
PAYMENT OF LOAN.	22
ASSUMABILITY.	22
SUBORDINATION.	22
PAYOFF DEMAND REQUEST	22
ACCELERATION/RECAPTURE	22
EXTENDED ABSENCE	22
SCOPE OF WORK.	22
CONTRACTORS.	22
CHANGE ORDERS.	22
CONTRACTOR WARRANTIES AND LIEN RELEASES.	22
PENALTIES FOR APPLICANT MISREPRSENTATION.	23
APPEALS/EXCEPTIONS.	23
SECTION IV: CITYWIDE SINGLE FAMILY REHABILITATION LOAN – HOME FUNDS	24
PROGRAM DESCRIPTION.	24
PRE-PROCESSING REQUIREMENT.	24
TRANSACTION TYPE.	24
USE OF FUNDS.	24
PROCESSING PRIORITY.	24
BORROWER ELIGIBILITY.	24
CO-OWNERS.	24
INCOME LIMITS.	24
ELIGIBLE DWELLINGS.	24
PROPERTY STANDARDS.	24
HOME VALUE LIMITS.	25
PRE-APPROVAL.	25
LOAN APPROVAL.	25
AGREEMENT APPROVAL.	25
MINIMUM LOAN AMOUNT.	25
MAXIMUM ASSISTANCE.	25
MAXIMUM COMBINED LOAN-TO-VALUE (CLTV).	25
LOAN TERM.	25
LOAN SECURITY	25
COMPLIANCE WITH LOAN RESTRICTIONS.	25
PAYMENT OF LOAN.	25
ASSUMABILITY.	25
SUBORDINATION.	26
PAYOFF DEMAND REQUEST	26
ACCELERATION/RECAPTURE	26
EXTENDED ABSENCE	26
SCOPE OF WORK.	26
CONTRACTORS.	26
CHANGE ORDERS.	26
CONTRACTOR WARRANTIES AND LIEN RELEASES.	26
PENALTIES FOR APPLICANT/LENDER MISREPRSENTATION.	26
APPEALS/EXCEPTIONS.	27

SECTION V: CITYWIDE HOMEBUYER LOAN – CDBG FUNDS	28
PROGRAM DESCRIPTION.	28
BORROWER ELIGIBILITY.	28
INCOME LIMITS.	28
ELIGIBLE DWELLINGS.	28
PURCHASE PRICE LIMITS.	28
PROPERTY STANDARDS.	28
TRANSACTION TYPE.	28
LOAN TERM.	29
LOAN SECURITY	29
COMPLIANCE WITH LOAN RESTRICTIONS.	29
MINIMUM LOAN AMOUNT.	29
MAXIMUM ASSISTANCE.	29
HOMEBUYER CONTRIBUTION	30
USE OF FUNDS.	30
PROCESSING PRIORITY.	30
PRE-APPROVAL/ESCROW / APPROVAL.	30
AGREEMENT APPROVAL.	30
FIRST TRUST DEED LOAN TERMS.	30
PROPERTY TAX AND INSURANCE CALCULATIONS.	30
MAXIMUM FRONT END RATIO.	31
MAXIMUM BACK END RATIO.	31
MAXIMUM COMBINED LOAN-TO-VALUE (CLTV).	31
HOMEBUYER EDUCATION.	31
NON PURCHASING SPOUSE.	31
COSIGNERS/COMORTGAGORS/COBORROWERS.	31
REDRAW OF LOAN DOCUMENTS.	31
LOAN APPLICATION FEE	31
SUBORDINATION.	31
PAYOFF DEMAND REQUESTS.	31
PAYMENT OF LOAN.	31
LOAN PAYMENTS	31
ACCELERATION/RECAPTURE.	31
SHORT SALES.	32
EXTENDED ABSENCE.	32
ASSUMABILITY.	32
DISCLOSURE OF INFORMATION	32
PENALTIES FOR APPLICANT/LENDER MISREPRESENTATION.	32
APPEALS/EXCEPTIONS.	32
SECTION VI: CITYWIDE SINGLE FAMILY REHABILITATION MATCHING LOAN – CDBG FUNDS	33
PROGRAM DESCRIPTION.	33
PRE-PROCESSING REQUIREMENT.	33
TRANSACTION TYPE.	33
USE OF FUNDS.	33
PROCESSING PRIORITY.	33
BORROWER ELIGIBILITY.	33
CO-OWNERS.	33
INCOME LIMITS.	33

ELIGIBLE DWELLINGS.	33
PROPERTY STANDARDS.	33
HOME VALUE LIMITS.	33
PRE-APPROVAL.	34
LOAN APPROVAL.	34
AGREEMENT APPROVAL.	34
MINIMUM LOAN AMOUNT.	34
MAXIMUM ASSISTANCE.	34
MAXIMUM COMBINED LOAN-TO-VALUE (CLTV).	34
LOAN TERM.	34
LOAN SECURITY	34
COMPLIANCE WITH LOAN RESTRICTIONS.	34
PAYMENT OF LOAN.	34
ASSUMABILITY.	35
SUBORDINATION.	35
PAYOFF DEMAND REQUEST.	35
ACCELERATION OF LOAN	35
EXTENDED ABSENCE	35
SCOPE OF WORK.	35
CONTRACTORS.	35
PERMITS.	35
CHANGE ORDERS.	35
LIEN RELEASES.	35
PENALTIES FOR APPLICANT MISREPRESENTATION.	35
APPEALS/EXCEPTIONS.	36
SECTION VII: CITYWIDE MOBILEHOME REHABILITATION LOAN – CDBG FUNDS.	37
PROGRAM DESCRIPTION.	37
PRE-PROCESSING REQUIREMENT.	37
TRANSACTION TYPE.	37
USE OF FUNDS.	37
PROCESSING PRIORITY.	37
BORROWER ELIGIBILITY.	37
CO-OWNERS.	37
INCOME LIMITS.	37
ELIGIBLE DWELLINGS.	37
PROPERTY STANDARDS.	37
HOME VALUE LIMITS.	37
PRE-APPROVAL.	37
LOAN APPROVAL.	38
AGREEMENT APPROVAL.	38
MINIMUM LOAN AMOUNT.	38
MAXIMUM ASSISTANCE.	38
MAXIMUM COMBINED LOAN-TO-VALUE (CLTV).	38
LOAN TERM.	38
PAYMENT OF LOAN.	38
LOAN SECURITY	38
DESIGNATION OF HEIR.	38
ASSUMABILITY.	38

SUBORDINATION.	38
PAYOFF DEMAND REQUEST.	38
ACCELERATION OF LOAN.	39
EXTENDED ABSENCE.	39
SCOPE OF WORK.	39
CONTRACTORS.	39
PERMITS.	39
CHANGE ORDERS.	39
LIEN RELEASES.	39
PENALTIES FOR APPLICANT MISREPRRSENTATION.	39
APPEALS/EXCEPTIONS.	40
SECTION VIII: CITYWIDE SINGLE FAMILY REHABILITATION LOAN – CDBG FUNDS	41
PROGRAM DESCRIPTION.	41
PRE-PROCESSING REQUIREMENT.	41
TRANSACTION TYPE.	41
USE OF FUNDS.	41
PROCESSING PRIORITY.	41
BORROWER ELIGIBILITY.	41
CO-OWNERS.	41
INCOME LIMITS.	41
ELIGIBLE DWELLINGS.	41
PROPERTY STANDARDS.	41
HOME VALUE LIMITS.	41
PRE-APPROVAL.	41
LOAN APPROVAL.	42
AGREEMENT APPROVAL.	42
MINIMUM LOAN AMOUNT.	42
MAXIMUM ASSISTANCE.	42
MAXIMUM COMBINED LOAN-TO-VALUE (CLTV).	42
LOAN TERM.	42
LOAN SECURITY.	42
COMPLIANCE WITH LOAN RESTRICTIONS.	42
PAYMENT OF LOAN.	42
ASSUMABILITY.	42
SUBORDINATION.	42
PAYOFF DEMAND REQUEST.	42
ACCELERATION OF LOAN.	43
EXTENDED ABSENCE.	43
SCOPE OF WORK.	43
CONTRACTORS.	43
PERMITS.	43
CHANGE ORDERS.	43
LIEN RELEASES.	43
PENALTIES FOR APPLICANT/LENDER MISREPRRSENTATION.	43
APPEALS/EXCEPTIONS.	44

APPENDICES. 45

APPENDIX "A": DEFINITIONS. 45

APPENDIX "B": LOAN SUBORDINATION REQUIREMENTS. 48

APPENDIX "C": PAYOFF DEMAND PROCEDURES. 51

APPENDIX "D": INCOME CALCULATION WORKSHEET. 52

APPENDIX "D": INCOME LIMITS. 53

APPENDIX "E": MAXIMUM PURCHASE PRICE / AFTER REHAB VALUE LIMIT. 54

APPENDIX "F": MAXIMUM PER UNIT SUBSIDY LIMITS. 55

APPENDIX "G": RECAPTURE POLICY. 56

INTRODUCTION

The City of Oxnard Affordable Housing & Rehabilitation Division offers loans to income-qualified families requiring assistance for homebuyers and home repairs. The programs are funded by the Home Investment Partnership Program (HOME) and by the Community Development Block Grant Funds (CDBG). These funds are restricted to assisting households that fall within the income limits identified above. A brief summary of the differences are illustrated below. For details, please refer to the appropriate section of these guidelines.

Section	Program	Income Limit	Funding Source
I	Citywide Homebuyer Loan	Up to 80% AMI	HOME
II	Citywide Mobilehome Rehabilitation Loan	Up to 80% AMI	HOME
III	Citywide Single Family Matching Rehabilitation Loan	Up to 80% AMI	HOME
IV	Citywide Single Family Rehabilitation Loan	Up to 80% AMI	HOME
V	Citywide Homebuyer Loan	Up to 80% AMI	CDBG
VI	Citywide Mobilehome Rehabilitation Loan	Up to 80% AMI	CDBG
VII	Citywide Single Family Matching Rehabilitation Loan	Up to 80% AMI	CDBG
VIII	Citywide Single Family Rehabilitation Loan	Up to 80% AMI	CDBG

Note: The Mobilehome Replacement Loan program was discontinued in September 2013.

Effective Date of Amended Policies

These policies are adopted February 23, 2016 , and shall amend the policies adopted by City Council on April 19, 2011; amended on May 10, 2012 ; second amendment on September 10, 2013; and third amendment on May 21, 2012.

Compliance with Applicable Regulations

In the event that any conflict arises between these policies and applicable regulations of the HOME program, as amended from time to time by the U. S. Department of Housing and Urban Development (HUD), the regulations promulgated by HUD shall prevail.

FAIR HOUSING AND AFFIRMATIVE MARKETING

1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation be excluded, denied benefits or subjected to discrimination under the Program. The City will ensure that all persons, including those qualified individuals with disabilities, have access to the Program.

- A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. This information is used to show that protected classes (i.e. age, gender, ethnicity, race, and disability) are not being excluded from the Program. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program may sponsor homebuyer classes to help educate homebuyers about the home buying process and future responsibilities. Persons who have participated in local homebuyer seminars will be notified about the Program.
- B. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The City will take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.

I. CITYWIDE HOMEBUYER LOAN – (HOME FUNDS)

PROGRAM DESCRIPTION	The City of Oxnard's Affordable Housing and Rehabilitation Division (AHRD) has a Citywide Homebuyer Loan available to income-qualified families to purchase their first home in the City of Oxnard. The Program will provide assistance in the form of a forgivable loan to potential homebuyers to make homeownership more attainable. The Program is funded by the Home Investment Partnership Program (HOME). Only one forgivable loan per household.
BORROWER ELIGIBILITY	• The combined annual gross household income may not exceed eighty percent (80%) of the Area Median Incomes (AMI). • All members of the household are required to submit full income and assets documentation. • Borrowers and co-borrowers are required to submit an executed Uniform Residential Loan Application (Fannie Mae Form 1003). • All Applicants must be First-Time Homebuyers. • Applicants must be Oxnard residents at time of application and must occupy the property as their primary residence for the term of the Loan. • Each borrower and co-borrower must comply with all applicable restrictions on citizenship and legal immigration status pursuant to the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) and 8 U.S.C. 1611 et. seq., both of which are in effect as of the adoption of these policies; and further, must be eligible under any future statutes or regulations governing eligibility enacted subsequently. The residency status of a qualified alien must be continuous in nature required under 24 CFR 9.254 and CH&SC Section 33413(b)(2)(C). • This is a one-time loan; any borrower who receives a housing loan or loans from the City under this program, regardless of the dollar amount of the loans, shall be ineligible to apply for additional housing loans in the future.
INCOME LIMITS	Income Limits are based on eighty percent (80%) of the AMI for the Ventura County, Oxnard-Thousand Oaks-Ventura area as determined annually by the United States Department of Housing and Urban Development (HUD) and may be amended from time to time. See Appendix "D" for maximum Income Limits per household.
ELIGIBLE DWELLINGS	• Any single-family residence, condominium unit, cooperative unit, or manufactured home. • The assisted property must be located within the Oxnard City Limits.
PURCHASE PRICE LIMITS	Maximum purchase price cannot exceed HOME Value Limits (See Appendix "E").
PROPERTY STANDARDS	• HOME assisted projects, including manufactured housing, must meet applicable state or local codes. • All properties built prior to January 1, 1978 will be presumed to contain lead-based paint on either interior or exterior surfaces or both. In order to implement the federal guidelines certain procedures have been implemented for properties receiving federal assistance. • The City will conduct an inspection as required per HOME regulations. Property must pass inspection by the City of Oxnard's Affordable Housing Inspector. • The property must be free from any defects that pose a danger to the health or safety of occupants prior to the close of escrow. Any incipient building code violations must be corrected prior to sale or occupancy.
TRANSACTION TYPE	Purchase transactions only.

LOAN TERM	• The term of the Loan is 5 years if the Loan amount is up to \$15,000 and 10 years if the Loan amount is from \$15,001 up to \$30,000. The Loan is forgivable at the end of the Loan term. • All loan amounts shall be due and payable to the City if the homeowner defaults on any of the Loan terms before the term expires. The failure of the homeowner to live in the unit, and any re-financing without prior written authorization of the City, are two examples of types of actions that would constitute defaults which trigger the immediate obligation to repay the loan. • No payments are required until sale, transfer, conveyance, unauthorized refinance, and/or owner non-occupancy of the property for the term of the loan. • The Loan has 0% annual deferred interest. • Owner-occupancy is required until the term expires. • Land Contract purchases shall not be eligible for assistance under this program.														
LOAN SECURITY	• City shall secure the loan by placing a lien on the property by recording a Deed of Trust with Ventura County Recorder's Office for the loan amount.														
COMPLIANCE WITH LOAN RESTRICTIONS	• Applicants have a continual affirmative duty to provide any and all information and documentation, upon request from the City, in order to assist City in the process of monitoring compliance with all terms of the loan. • Annual submission of recertification for owner-occupancy will be required.														
MINIMUM LOAN AMOUNT	\$1,000														
MAXIMUM ASSISTANCE	• The Maximum Assistance cannot exceed HOME maximum Subsidy Limits (See Appendix "F") as per HOME regulations at 24 CFR Part 92.250. • The loan provides up to thirty thousand dollars (\$30,000) of the purchase price including closing costs. The loan will assist to close the "gap" between the purchase price, primary lender's maximum loan amount, closing costs, and the maximum homebuyer's contribution. Each borrower shall receive only the subsidy needed to allow them to become homeowners ("the Gap") while keeping their housing costs affordable. <i>For example:</i> <table border="1" data-bbox="581 1318 1442 1665"> <tr> <th colspan="2">SUBSIDY CALCULATION FOR A FAMILY OF FOUR EARNING \$72,500 annually</th></tr> <tr> <td>Purchase Price of Property</td><td>\$240,000</td></tr> <tr> <td>Plus estimated non-recurring closing costs</td><td>7,200</td></tr> <tr> <td>Less Maximum Primary loan amount</td><td>(194,200)</td></tr> <tr> <td>Less homebuyer contribution</td><td>(5,000)</td></tr> <tr> <td>Other subsidies or financial assistance</td><td>(18,000)</td></tr> <tr> <td>Equals "GAP"</td><td>30,000</td></tr> </table> The City reserves the right to adjust the Loan amounts and percentages based on the type and amount of funds available in all funding sources.	SUBSIDY CALCULATION FOR A FAMILY OF FOUR EARNING \$72,500 annually		Purchase Price of Property	\$240,000	Plus estimated non-recurring closing costs	7,200	Less Maximum Primary loan amount	(194,200)	Less homebuyer contribution	(5,000)	Other subsidies or financial assistance	(18,000)	Equals "GAP"	30,000
SUBSIDY CALCULATION FOR A FAMILY OF FOUR EARNING \$72,500 annually															
Purchase Price of Property	\$240,000														
Plus estimated non-recurring closing costs	7,200														
Less Maximum Primary loan amount	(194,200)														
Less homebuyer contribution	(5,000)														
Other subsidies or financial assistance	(18,000)														
Equals "GAP"	30,000														
HOMEBUYER CONTRIBUTION	The minimum homebuyer contribution shall be \$5,000 with a maximum homeowner contribution to include all liquid assets (as permitted by law).														
USE OF FUNDS	Program funds may be used for the down-payment and/or non-recurring closing costs. For example: credit report, escrow fee, closing fee, recording, title insurance, etc.														
PROCESSING PRIORITY	Funds are available on a first qualified, first served basis.														

PRE-APPROVAL/ ESCROW/ APPROVAL	• To determine eligibility, the borrower must submit an application package to include at a minimum the following documentation: income, assets, legal residency, Fannie Mae Form 1003, credit report, full income and asset documentation, bank statements, HUD-approved homebuyer education certificate and Good Faith Estimate (GFE). • Upon review and approval of the documentation submitted, the City will issue a Pre-Approval Letter to the Borrower which may be submitted with an offer to purchase. • Escrow must open within ninety (90) days from the date of the pre-approval letter. • Upon written request, a thirty (30) day extension to open escrow will be granted from the expiration date of the pre-approval letter. • Escrow should close within sixty (60) days of opening. • Final Loan Approval will be granted upon receipt of the Estimated Settlement Statement (HUD-1) and the property passing the required inspections. • Loans will be submitted to the City's Loan Review Committee (LRC) for final approval.
AGREEMENT APPROVAL	• Loan Agreements will be present to the City's Contract Compliance Review Committee (CCRC) for approval.
FIRST TRUST DEED LOAN TERMS	• First Mortgage Product Type: fixed rate 30-year fully amortized loans only. Balloon, interest-only, adjustable rate, negatively amortizing loans, temporary buy-downs, or loans with prepayment penalties are not allowed. • Maximum Loan Amount: determined by the lender (limited by Program's maximum debt ratios.) • Additional Liens: must be approved by the City. • Impounds: not required • Lender Fees: must be reasonable and customary based on industry standards. • FHA Loans: 1) Closing costs can be charged to the borrower per FHA closing cost allowances; and 2) The maximum front end ratio [Principal Interest Title and Insurance (PITI)] shall be 38%. • Ratios are utilized to ensure responsible lending practices and protect against predatory lending.
PROPERTY TAX AND INSURANCE CALCULATIONS	When determining the monthly amount of property taxes, fire and mortgage insurance premiums on all down payment assistance loans, the following standard factors will be used, unless documentation can be provided to justify actual figures: • Property Taxes: .0125 of the purchase price, adjusted monthly. • Hazard Insurance Premiums: are estimated at .03 of the loan amount, adjusted monthly. • Private Mortgage Insurance (PMI) or Mortgage Insurance (MI): actual amount, adjusted monthly.
MAXIMUM FRONT END RATIO	Under the Program, HOME does not place restrictions on the minimum front end ratio, therefore assistance will be provided to the extent that will ensure that the household's front end ratio does not exceed 38% of their income.

MAXIMUM BACK END RATIO	• 45% of the applicant(s) monthly income • Co-signed, Deferred and Secured Loans shall be included in the determination of the debt-to-income ratio unless paid or refinanced by a joint responsible party prior to or at close of escrow.
MAXIMUM COMBINED LOAN-TO-VALUE (CLTV)	100% of the purchase price or appraised value, whichever is less.
HOMEBUYER EDUCATION	• The course must be attended in person, through a HUD-approved Homebuyer Education Provider located within Ventura County. • A Homebuyer Education Certificate must be issued for all buyers within the last 12 months from the date of application.
NON PURCHASING SPOUSE	The income, assets, debts, and liabilities of the non-purchasing spouse will be considered in qualifying the household.
COSIGNERS / COMORTAGORS/ COBORROWERS	Must meet borrower eligibility requirements.
REDRAW OF LOAN DOCUMENTS	A \$100 fee will be charged for each request to redraw loan documents prior to closing. This fee shall not apply if City initiates the redraw.
SUBORDINATION	A processing fee of \$250 will be charged for each subordination request in accordance with all applicable regulations. See APPENDIX "B" for Subordination Requirements.
PAYOFF DEMAND REQUESTS	A processing fee of \$100 will be charged for each payoff demand request in accordance with all applicable regulations. See APPENDIX "C" for Payoff Demand Requests Process.
PAYMENT OF LOAN	The Program Loan payments (principal and interest) will be deferred for the term of the loan.
LOAN PAYMENTS	Payment may be made by mail or in person at 435 South D Street, Oxnard, CA 93030. <i>Payments must be in the form of personal check, cashier's check or money order, no cash allowed.</i>
ACCELERATION/RECAPTURE	The Program Loan, shall become due and immediately payable upon the occurrence of any one of the following events prior to the expiration of the Loan term: • Sale of the Property; (short sale; see short sale section) • Unauthorized refinancing; • Borrower non-occupancy; • Changes/transfers of title; • Fails to maintain hazard insurance; • Fails to pay property taxes; • An uncured default by Borrower under this Agreement, the Note or the Deed of Trust; • An uncured default by Borrower on the Promissory Note evidencing or Deed of Trust securing any loan. • Upon triggering the Acceleration Clause, the full balance of the loan (principal and accrued interest) is recaptured (due and payable) to the City. (See Appendix G). The acceleration clause will be in effect: upon discovery of willful misrepresentation or fraud in connection with the Program. Borrower non-occupancy of the property is prohibited and will cause the loan to be accelerated.
SHORT SALES	• Short sales will be considered on a case by case basis. Requests of short sales must be approved by City Council.

EXTENDED ABSENCE	In the event the borrower will be away from the premises for more than 90 consecutive days, borrower agrees to notify City in writing within 10 days of such absence.
ASSUMABILITY	The Loan is not assumable.
DISCLOSURE OF INFORMATION	No personal information will be disclosed to a third party not listed on the application and/or supporting documentation without prior written authorization from the applicants, or as directed by law.
PENALTIES FOR APPLICANT/LENDER MISREPRESENTATION	Any person making a material misstatement or misrepresentation in any affidavit or certification made in connection with the application for the Program loan shall be subject to all applicable fines and penalties. Title 31 § 3729 (a)(1)(G) of the United States Criminal code makes it a criminal offense, punishable by a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (<u>28 U.S.C. 2461 note</u>; Public Law 104-410 ^[1]), plus 3 times the amount of damages which the Government sustains because of the act of that person to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. Section 35 (A) of the United States Criminal code makes it a criminal offense, punishable by a maximum of ten (10) years imprisonment, \$10,000.00 fine or both to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. The information above was requested by the City of Oxnard Affordable Housing in its capacity as a city, state, and federal agency.
APPEALS/ EXCEPTIONS	The City will review any appeals of rejected Loans only if the review is requested in writing by the applicant and received within ten business (10) days from the date of the denial letter.

II. CITYWIDE MOBILEHOME REHABILITATION LOAN – (HOME FUNDS)

PROGRAM DESCRIPTION	The City of Oxnard's Affordable Housing and Rehabilitation Division (City) has a Citywide Mobilehome Rehabilitation Loan available to income-qualified families requiring assistance to rehabilitate their home. The Program is funded by the Home Investment Partnership Program (HOME). Only one forgivable loan per household.
PRE-PROCESSING REQUIREMENT	The City of Oxnard may provide loans as described in the following policies, when homeowners are unable to obtain traditional financing from a lending institution. Proof is required.
TRANSACTION TYPE	Home rehabilitation transactions only.
USE OF FUNDS	Program funds will be used for the required rehabilitation based on the HQS Inspection Report (as per HOME Regulations).
PROCESSING PRIORITY	Funds are available on a first qualified, first served basis.
BORROWER ELIGIBILITY	• The combined annual gross household income may not exceed eighty percent (80%) of the Area Median Incomes (AMI). • All members of the household are required to submit full income and assets documentation. • Applicants must be Oxnard residents at time of application and all persons on title must occupy the property as their primary residence for the term of the Loan. • Each borrower and co-borrower must comply with all applicable restrictions on citizenship and legal immigration status pursuant to the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) and 8 U.S.C. 1611 et. seq., both of which are in effect as of the adoption of these policies; and further, must be eligible under any future statutes or regulations governing eligibility enacted subsequently. The residency status of a qualified alien must be continuous in nature required under 24 CFR 9.254 and CH&SC Section 33413(b)(2)(C). • This is a one-time loan; any borrower who receives a housing loan or loans from the City under this program, regardless of the dollar amount of the loans, shall be ineligible to apply for additional housing loans in the future.
CO-OWNERS	Must meet borrower eligibility requirements.
INCOME LIMITS	Income Limits are based on eighty percent (80%) of the AMI for Ventura County, as determined annually by the United States Department of Housing and Urban Development (HUD) and may be amended from time to time. See Appendix "D" for maximum Income Limits per household.
ELIGIBLE DWELLINGS	• Any mobilehome residence. • The assisted property must be located within the Oxnard City Limits. • Homeownership cannot be by installment contract.
PROPERTY STANDARDS	• HOME assisted projects must meet applicable state or local codes. • All properties built prior to January 1, 1978 will be presumed to contain lead-based paint on either interior or exterior surfaces or both. In order to implement the federal guidelines certain procedures have been implemented for properties receiving federal assistance. All housing units assisted with HOME funds are subject to the provisions of the Lead-Based Paint Poisoning prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and

PROPERTY STANDARDS Continued...	implementing regulations at Part 35. • Prior to loan approval, the City will conduct a lead-based paint, asbestos, and HQS inspection by a qualified inspector certified to perform such inspections. Pursuant to 24 CFR 35.930(c), the City will perform a risk assessment, perform interim controls, and implement safe work practices during rehabilitation to repair any paint that is disturbed and known to be lead-based.
HOME VALUE LIMITS	The maximum home value cannot exceed HOME Value Limits (See Appendix "E").
PRE-APPROVAL	• To determine eligibility, the borrower must submit an application package to include at a minimum the following documentation: full income and assets, legal residency, ownership, owner-occupancy, required home insurance, and mortgage balance statement • Upon review and approval of the documentation submitted, the City will issue a Pre-Approval Letter.
LOAN APPROVAL	Loan will be approved by the Loan Review Committee (LRC).
AGREEMENT APPROVAL	Loan agreement will be approved by Contract Compliance Review Committee (CCRC).
MINIMUM LOAN AMOUNT	\$1,000
MAXIMUM ASSISTANCE	• The Maximum Assistance cannot exceed HOME Maximum Subsidy Limits (See Appendix "F") as per HOME regulations at 24 CFR Part 92.250. • The Program will provide a Loan of up to \$30,000.
MAXIMUM COMBINED LOAN-TO-VALUE (CLTV)	Combined loan to value ratio should not exceed 90% of home value. • Loan to value is determined by the sum of all encumbrances on the property including the City's Citywide Mobilehome Rehabilitation Loan.
LOAN TERM	• The term of the Loan is 5 years if the Loan amount is up to \$10,000 and 10 years if the Loan amount is from \$10,001 up to \$20,000. A loan of up to \$20,000 has no interest and is forgiven at the end of the Loan term. • Any amount in excess of \$20,000 will have a repayment term of ten years with a minimum payment of \$25 per month, up to 120 equal installments commencing the first day of the month following the second month in which the loan is provided. • All loan amounts shall be due and payable to the City if the homeowner defaults on any of the Loan terms before the term expires. The failure of the homeowner to live in the unit, and any re-financing without prior written authorization of the City, are two examples of types of actions that would constitute defaults which trigger the immediate obligation to repay the loan." • The Loan has zero percent interest (0) as described in the Note and Truth In Lending Disclosure Statement. • Owner-occupancy is required until the term expires.
PAYMENT OF LOAN	The Program Loan payment will be deferred for the term of the loan on a loan amount up to \$20,000. On amounts exceeding \$20,000, a monthly payment is due on the 1 st of the month. The payment shall be amortized over a ten (10) year period, with a minimum payment of no less than \$25.
LOAN SECURITY	City shall secure the loan by placing a lien on the property with a Statement of Lien filed with the State of California Department of Housing and Community Development.

ASSUMABILITY	The Loan is not assumable.
ESCROW, APPRAISAL, AND TITLE SEARCH	Escrow fees, appraisal fees, and title search fees related to the loan are not chargeable to homeowners. Appraisal and title search fees may be considered as eligible program delivery charges and thus recoverable by the City.
SUBORDINATION	A processing fee of \$250 will be charged for each subordination request in accordance with all applicable regulations. See APPENDIX "B" for Subordination Requirements.
PAYOFF DEMAND REQUESTS	A processing fee of \$100 will be charged for each payoff demand request in accordance with all applicable regulations. See APPENDIX "C" for Payoff Demand Requests Process.
ACCELERATION/RECAPTURE	The Program Loan, shall become due and immediately payable upon the occurrence of any one of the following events prior to the expiration of the Loan term: • Sale of the Property; • Unauthorized refinancing; • Borrower non-occupancy; • Changes/transfers of title; • Fails to maintain hazard insurance; • Fails to pay property taxes; • An uncured default by Borrower under this Agreement, the Note or the Deed of Trust; • An uncured default by Borrower on the Promissory Note evidencing or Deed of Trust securing any loan. • Upon triggering the Acceleration Clause, the full balance of the loan (principal and accrued interest) is recaptured (due and payable) to the City. (See Appendix G). The acceleration clause will be in effect: upon discovery of willful misrepresentation or fraud in connection with the Program. Borrower non-occupancy of the property is prohibited and will cause the loan to be accelerated.
EXTENDED ABSENCE	In the event the borrower will be away from the premises for more than 90 consecutive days, borrower agrees to notify in writing within 10 days of such absence.
SCOPE OF WORK	The scope of work shall include all items in need of repairs according to the HQS Inspection Report (as per HOME Regulations). Homeowner requests will be taken into consideration along with items in the HQS report.
CONTRACTORS	• Contractors must be licensed by the State of California and City of Oxnard, and be part of the Affordable Housing & Rehabilitation Division contractor's list. • Contractors must not appear on the debarment list.
CHANGE ORDERS	• Change orders must be approved by the City for any changes or additional unforeseen work items prior to work being done.
CONTRACTOR WARRANTIES AND LIEN RELEASES	A contractor must submit completed and signed lien releases for the project. Contractors must provide a written warranty guaranteeing the work for a period of at least one year. A copy of each contractor warranty and each lien release shall be provided to the homeowner and to the City.
COMPLIANCE WITH LOAN RESTRICTIONS	• Applicants have a continual affirmative duty to provide any and all information and documentation, upon request from the City, in order to assist City in the process of monitoring compliance with all terms

	of the loan. <u>Annual submission of recertification for owner-occupancy will be required.</u>
PENALTIES FOR APPLICANT MISREPRESENTATIONPENALTIES FOR APPLICANT MISREPRESENTATION Continued...	Any person making a material misstatement or misrepresentation in any affidavit or certification made in connection with the application for the Program loan shall be subject to all applicable fines and penalties. Title 31 § 3729 (a)(1)(G) of the United States Criminal code makes it a criminal offense, punishable by a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (<u>28 U.S.C. 2461 note</u>; Public Law 104-410 ⁽¹¹⁾), plus 3 times the amount of damages which the Government sustains because of the act of that person to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. • Section 35 (A) of the United States Criminal code makes it a criminal offense, punishable by a maximum of ten (10) years imprisonment, \$10,000.00 fine or both to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. The information above was requested by the City of Oxnard Affordable Housing in its capacity as a city, state, and federal agency.
APPEALS/ EXCEPTIONS	The City will review any appeals of rejected Loans only if the review is requested in writing by the applicant and received within ten (10) days from the date of the denial letter.

III. CITYWIDE SINGLE FAMILY MATCHING REHABILITATION LOAN – (HOME FUNDS)

PROGRAM DESCRIPTION	The City of Oxnard's Affordable Housing and Rehabilitation Division (City) has a Citywide Single Family Matching Rehabilitation Loan (Loan) available to income-qualified families requiring assistance to rehabilitate their home. The Program is funded by the Home Investment Partnership Program (HOME). Only one forgivable loan per household.
PRE-PROCESSING REQUIREMENT	The City of Oxnard may provide loans as described in the following policies when homeowners are unable to obtain traditional financing from a lending institution. Proof is required.
TRANSACTION TYPE	Home rehabilitation transactions only.
USE OF FUNDS	Program funds will be used for the required rehabilitation based on the HQS Inspection Report.
PROCESSING PRIORITY	Funds are available on a first qualified, first served basis.
BORROWER ELIGIBILITY	• The combined annual gross household income may not exceed eighty percent (80%) of the Area Median Incomes (AMI). • All members of the household are required to submit full income and assets documentation. • Applicants must be Oxnard residents at time of application. • Applicants and all persons on title must occupy the property as their primary residence for the term of the Loan. • Each borrower and co-borrower must comply with all applicable restrictions on citizenship and legal immigration status pursuant to the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) and 8 U.S.C. 1611 et. seq., both of which are in effect as of the adoption of these policies; and further, must be eligible under any future statutes or regulations governing eligibility enacted subsequently. The residency status of a qualified alien must be continuous in nature required under 24 CFR 9.254 and CH&SC Section 33413(b)(2)(C). • This is a one-time loan; any borrower who receives a housing loan or loans from the City under this program, regardless of the dollar amount of the loans, shall be ineligible to apply for additional housing loans in the future.
CO-OWNERS	Must meet borrower eligibility requirements.
INCOME LIMITS	Income Limits are based on eighty percent of the AMI for Ventura County, as determined annually by the United States Department of Housing and Urban Development (HUD) and may be amended from time to time. See Appendix "D" for maximum Income Limits per household.
ELIGIBLE DWELLINGS	• Any single-family residence, condominium unit, cooperative unit, or manufactured home. • Assisted property must be located within the Oxnard City Limits. • Homeownership cannot be by installment contract.
PROPERTY STANDARDS	• HOME assisted projects, including manufactured housing, must meet applicable state or local codes. • All properties built prior to January 1, 1978 will be presumed to contain lead-based paint on either interior or exterior surfaces or both. In order to implement the federal guidelines certain procedures have been implemented for properties receiving federal assistance.

PROPERTY STANDARDS Continued...	The City will conduct a lead based paint, asbestos, and HQS Inspection prior to loan approval. Property must pass inspection by the City of Oxnard's Affordable Housing Inspector.
HOME VALUE LIMITS	Maximum home value cannot exceed HOME Value Limits (See Appendix "E").
PRE-APPROVAL	- To determine eligibility, the borrower must submit an application package to include at a minimum the following documentation: full income and assets, legal residency, ownership, owner-occupancy, required home insurance, and mortgage balance statement. - Upon review and approval of the documentation submitted, the City will issue a Pre-Approval Letter.
LOAN APPROVAL	Loan will be approved by the Loan Review Committee (LRC).
AGREEMENT APPROVAL	Loan agreement will be approved by the Contract Compliance Review Committee (CCRC).
MINIMUM LOAN AMOUNT	\$1,000
MAXIMUM ASSISTANCE	The Maximum Assistance cannot exceed HOME Maximum Subsidy Limits (See Appendix "F") and it will also be based on loan to value ratio which should not exceed 90% of home value. Loan to value ratio is determined by the sum of all encumbrances on the property including any City Loan. Program will provide a Loan of up to \$30,000 for rehabilitation. The Loan provides a 3 to 1 match of the homeowner's contribution. <i>For example: If the homeowner contributes \$3,000, the City may contribute up to \$9,000; if the homeowner contributes \$5,000, the City may contribute up to \$15,000.</i>
MAXIMUM COMBINED LOAN-TO-VALUE (CLTV)	Combined loan to value ratio should not exceed 90% of home value. Loan to value is determined by the sum of all encumbrances on the property including any City Loan.
LOAN TERM	- The term of the Loan is 5 years if the Loan amount is up to \$15,000 and 10 years if the Loan amount is from \$15,001 up to \$30,000. The Loan is forgiven at the end of the Loan term. - All loan amounts shall be due and payable to the City if the homeowner defaults on any of the Loan terms before the term expires. The failure of the homeowner to live in the unit, and any re-financing without prior written authorization of the City, are two examples of types of actions that would constitute defaults which trigger the immediate obligation to repay the loan." - No payments are required until sale, transfer, conveyance, unauthorized refinance, and/or owner non-occupancy of the property for the term of the loan. - The Loan has 0.00% interest. - Owner-occupancy is required until the term expires.
LOAN SECURITY	City shall secure the loan by placing a lien on the property by recording a Deed of Trust with Ventura County Recorder's Office for the loan amount.
COMPLIANCE WITH LOAN RESTRICTIONS	- Applicants have a continual affirmative duty to provide any and all information and documentation, upon request from the City, in order to assist City in the process of monitoring compliance with all terms of the loan. - Annual submission of recertification for owner-occupancy will be

COMPLIANCE WITH LOAN RESTRICTIONS Continued...	required.
PAYMENT OF LOAN	The Program Loan payment (principal and interest) will be deferred for the term of the loan.
ASSUMABILITY	The Loan is not assumable.
SUBORDINATION	A processing fee of \$250 will be charged for each subordination request provided that this is in accordance with all applicable regulations. See APPENDIX "B" for Subordination Requirements.
PAYOFF DEMAND REQUESTS	A processing fee of \$100 will be charged for each payoff demand request in accordance with all applicable regulations. See APPENDIX "C" for Payoff Demand Requests Process.
ACCELERATION/RECAPTURE	The Program Loan, shall become due and immediately payable upon the occurrence of any one of the following events prior to the expiration of the Loan term: • Sale of the Property; • Unauthorized refinancing; • Borrower non-occupancy; • Changes/transfers of title; • Fails to maintain hazard insurance; • Fails to pay property taxes; • An uncured default by Borrower under this Agreement, the Note or the Deed of Trust; • An uncured default by Borrower on the Promissory Note evidencing or Deed of Trust securing any loan. • Upon triggering the Acceleration Clause, the full balance of the loan (principal and accrued interest) is recaptured (due and payable) to the City. (See Appendix G). The acceleration clause will be in effect: upon discovery of willful misrepresentation or fraud in connection with the Program. Borrower non-occupancy of the property is prohibited and will cause the loan to be accelerated.
EXTENDED ABSENCE	In the event the borrower will be away from the premises for more than 90 consecutive days, borrower agrees to notify in writing within 10 days of such absence.
SCOPE OF WORK	The scope of work shall include all items in need of repairs according to the Inspection Report (as per HOME Regulations). Homeowner requests will be taken into consideration along with items in the HQS report.
CONTRACTORS	• Contractors must be licensed by the State of California and City of Oxnard, and be part of the Affordable Housing & Rehabilitation Division contractor's list. • Contractors must not appear on the debarment list.
CHANGE ORDERS	• Change orders must be approved by the City for any changes or additional unforeseen work items prior to work being done.
CONTRACTOR WARRANTIES AND LIEN RELEASES	A contractor must submit completed and signed lien releases for the project. Contractors must provide a written warranty guaranteeing the work for a period of at least one year. A copy of each contractor warranty and each lien release shall be provided to the homeowner and to the City.

PENALTIES FOR APPLICANT MISREPRESENTATION PENALTIES FOR APPLICANT MISREPRESENTATION	Any person making a material misstatement or misrepresentation in any affidavit or certification made in connection with the application for the Program loan shall be subject to all applicable fines and penalties. Title 31 § 3729 (a)(1)(G) of the United States Criminal code makes it a criminal offense, punishable by a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (<u>28 U.S.C. 2461 note</u>; Public Law 104-410 ⁽¹⁾), plus 3 times the amount of damages which the Government sustains because of the act of that person to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. Section 35 (A) of the United States Criminal code makes it a criminal offense, punishable by a maximum of ten (10) years imprisonment, \$10,000.00 fine or both to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. The information above was requested by the City of Oxnard Affordable Housing in its capacity as a city, state, and federal agency.
APPEALS/ EXCEPTIONS	The City will review any appeals of rejected Loans only if the review is requested in writing by the applicant and received within ten (10) days from the date of the denial letter.

IV. CITYWIDE SINGLE FAMILY REHABILITATION LOAN - (HOME FUNDS)

PROGRAM DESCRIPTION	The City of Oxnard's Affordable Housing and Rehabilitation Division (City) has a Citywide Single Family Rehabilitation Loan (Loan) available to income-qualified families requiring assistance to rehabilitate their home. The Program is funded by the Home Investment Partnership Program (HOME). Only one forgivable loan per household.
PRE-PROCESSING REQUIREMENT	The City of Oxnard may provide loans as described in the following policies when homeowners are unable to obtain traditional financing from a lending institution. Proof is required.
TRANSACTION TYPE	Home rehabilitation transactions only.
USE OF FUNDS	Program funds will be used for the required rehabilitation based on the Inspection Report (as per HOME Regulations).
PROCESSING PRIORITY	Funds are available on a first qualified, first served basis.
BORROWER ELIGIBILITY	• The combined annual gross household income may not exceed eighty percent (80%) of the Area Median Incomes (AMI). • All members of the household are required to submit full income and assets documentation. • Applicants must be Oxnard residents at time of application and all persons on title must occupy the property as their primary residence for the term of the Loan. • Each borrower and co-borrower must comply with all applicable restrictions on citizenship and legal immigration status pursuant to the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) and 8 U.S.C. 1611 et. seq., both of which are in effect as of the adoption of these policies; and further, must be eligible under any future statutes or regulations governing eligibility enacted subsequently. The residency status of a qualified alien must be continuous in nature required under 24 CFR 9.254 and CH&SC Section 33413(b)(2)(C). • This is a one-time loan; any borrower who receives a housing loan or loans from the City under this program, regardless of the dollar amount of the loans, shall be ineligible to apply for additional housing loans in the future.
CO-OWNERS	Must meet borrower eligibility requirements.
INCOME LIMITS	Income Limits are based on eighty percent of the AMI for Ventura County, as determined annually by the United States Department of Housing and Urban Development (HUD) and may be amended from time to time. See Appendix "D" for maximum Income Limits per household.
ELIGIBLE DWELLINGS	• Any single-family residence, condominium unit, cooperative unit, or manufactured home. • The assisted property must be located within the Oxnard City Limits. • Homeownership cannot be by installment contract.
PROPERTY STANDARDS	• HOME assisted projects, including manufactured housing, must meet applicable state or local codes. • All properties built prior to January 1, 1978 will be presumed to contain lead-based paint on either interior or exterior surfaces or both. In order to implement the federal guidelines certain procedures have been implemented for properties receiving federal assistance. • The City will conduct a lead based paint, asbestos, and HQS Inspection prior to loan approval. Property must pass inspection by the City of Oxnard's Affordable Housing Inspector.

HOME VALUE LIMITS	The maximum home value cannot exceed HOME Value Limits (See Appendix "E").
PRE-APPROVAL	- To determine eligibility, the borrower must submit an application package to include at a minimum the following documentation: full income and assets, legal residency, ownership, owner-occupancy, required home insurance, and mortgage balance statement. - Upon review and approval of the documentation submitted, the City will issue a Pre-Approval Letter.
LOAN APPROVAL	Loan will be approved by the Loan Review Committee (LRC).
AGREEMENT APPROVAL	Loan agreement will be approved by the Contract Compliance Review Committee (CCRC).
MINIMUM LOAN AMOUNT	\$1,000
MAXIMUM ASSISTANCE	The Maximum Assistance cannot exceed HOME Maximum Subsidy Limits (See Appendix "F") and it will also be based on loan to value ratio which should not exceed 90% of home value. - Loan to value ratio is determined by the sum of all encumbrances on the property including any City Loan. - Program will provide a Loan of up to \$30,000 for rehabilitation with no interest and with no monthly payments. - Program may provide assistance over the initial \$30,000, if required. Any amount over \$30,000 will require 120 equal installments with no interest.
MAXIMUM COMBINED LOAN-TO-VALUE (CLTV)	Combined loan to value ratio should not exceed 90% of home value. Loan to value is determined by the sum of all encumbrances on the property including any City Loan.
LOAN TERM	- The term of the Loan is 20 years if the Loan amount is up to \$30,000. A loan of up to \$30,000 is forgiven at the end of the Loan term. - Any amount in excess of \$30,000 will have a repayment term of up to ten years, with a minimum payment of \$25 per month, with up to 120 equal installments commencing the first day of the month following the second month in which the loan is provided. - All loan amounts shall be due and payable to the City if the homeowner defaults on any of the Loan terms before the term expires. The failure of the homeowner to live in the unit, and any re-financing without prior written authorization of the City, are two examples of types of actions that would constitute defaults which trigger the immediate obligation to repay the loan. All Loans have 0.00% interest. - Owner-occupancy is required until the term expires.
LOAN SECURITY	City shall secure the loan by placing a lien on the property by recording a Deed of Trust with Ventura County Recorder's Office for the loan amount.
COMPLIANCE WITH LOAN RESTRICTIONS	- Applicants have a continual affirmative duty to provide any and all information and documentation, upon request from the City, in order to assist City in the process of monitoring compliance with all terms of the loan. - Annual submission of recertification for owner-occupancy will be required.
PAYMENT OF LOAN	The Program Loan payment (principal and interest) will be deferred for the term of the loan on a loan amount up to \$30,000. On amounts exceeding \$30,000, a monthly payment is due on the 1 st of the month. The payment shall be amortized over a ten (10) year period, with a minimum payment of no less than \$25.
ASSUMABILITY	The Loan is not assumable.

SUBORDINATION	A processing fee of \$250 will be charged for each subordination request provided that this is in accordance with all applicable regulations. See APPENDIX "B" for Subordination Requirements.
PAYOFF DEMAND REQUESTS	A processing fee of \$100 will be charged for each payoff demand request in accordance with all applicable regulations. See APPENDIX "C" for Payoff Demand Requests Process.
ACCELERATION/RECAPTURE	The Program Loan, shall become due and immediately payable upon the occurrence of any one of the following events prior to the expiration of the Loan term: • Sale of the Property; • Unauthorized refinancing; • Borrower non-occupancy; • Changes/transfers of title; • Fails to maintain hazard insurance; • Fails to pay property taxes; • An uncured default by Borrower under this Agreement, the Note or the Deed of Trust; • An uncured default by Borrower on the Promissory Note evidencing or Deed of Trust securing any loan. • Upon triggering the Acceleration Clause, the full balance of the loan (principal and accrued interest) is recaptured (due and payable) to the City. (See Appendix G). The acceleration clause will be in effect: upon discovery of willful misrepresentation or fraud in connection with the Program. Borrower non-occupancy of the property is prohibited and will cause the loan to be accelerated.
EXTENDED ABSENCE	In the event the borrower will be away from the premises for more than 90 consecutive days, borrower agrees to notify in writing within 10 days of such absence.
SCOPE OF WORK	The scope of work shall include all items in need of repairs according to the Inspection Report (as per HOME Regulations). Homeowner's requests will be taken into consideration along with items in the HQS report.
CONTRACTORS	• Contractors must be licensed by the State of California and City of Oxnard, and be part of the Affordable Housing & Rehabilitation Division contractor's list. • Contractors must not appear on the debarment list.
CHANGE ORDERS	• Change orders must be approved by the City for any changes or additional unforeseen work items prior to work being done.
CONTRACTOR WARRANTIES AND LIEN RELEASES	A contractor must submit completed and signed lien releases for the project. Contractors must provide a written warranty guaranteeing the work for a period of at least one year. A copy of each contractor warranty and each lien release shall be provided to the homeowner and to the City.
PENALTIES FOR APPLICANT MISREPRESENTATION	Any person making a material misstatement or misrepresentation in any affidavit or certification made in connection with the application for the Program loan shall be subject to all applicable fines and penalties. Title 18 § 3729 (a)(1)(G) of the United States Criminal code makes it a criminal offense, punishable by a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 note; Public Law 104-410 ⁽¹⁾), plus 3 times the amount of damages which the Government sustains because of the act of that person to make a false statement or representation to any department or agency of the United

PENALTIES FOR APPLICANT MISREPRESENTATION Continued.....	States as to any matter within their jurisdiction. Section 35 (A) of the United States Criminal code makes it a criminal offense, punishable by a maximum of ten (10) years imprisonment, \$10,000.00 fine or both to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. The information above was requested by the City of Oxnard Affordable Housing in its capacity as a city, state, and federal agency.
APPEALS/ EXCEPTIONS	The City will review any appeals of rejected Loans only if the review is requested in writing by the applicant and received within ten (10) days from the date of the denial letter.

V. CITYWIDE HOMEBUYER LOAN – (CDBG FUNDS)

PROGRAM DESCRIPTION	The City of Oxnard's Affordable Housing and Rehabilitation Division (City) has a Citywide Homebuyer Loan available to income-qualified families to purchase their first home in the City of Oxnard. The Program will provide assistance in the form of a forgivable loan to potential homebuyers to make homeownership more attainable. The Program is funded by the Community Development Block Grant Funds (CDBG). Only one forgivable loan per household.
BORROWER ELIGIBILITY	• The combined annual gross household income may not exceed eighty percent (80%) of the Area Median Incomes (AMI). • All members of the household are required to submit full income and assets documentation. • Borrowers and co-borrowers are required to submit an executed Uniform Residential Loan Application (Fannie Mae Form 1003). • All applicants must be First-Time Homebuyers. • Applicants must be Oxnard residents at time of application and must occupy the property as their primary residence for the term of the Loan. • Each borrower and co-borrower must comply with all applicable restrictions on citizenship and legal immigration status pursuant to the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) and 8 U.S.C. 1611 et. seq., both of which are in effect as of the adoption of these policies; and further, must be eligible under any future statutes or regulations governing eligibility enacted subsequently. The residency status of a qualified alien must be continuous in nature required under 24 CFR 9.254 and CH&SC Section 33413(b)(2)(C). • This is a one-time loan; any borrower who receives a housing loan or loans from the City under this program, regardless of the dollar amount of the loans, shall be ineligible to apply for additional housing loans in the future.
INCOME LIMITS	Income Limits are based on eighty percent (80%) of the AMI for the Ventura County, Oxnard-Thousand Oaks-Ventura area as determined annually by the United States Department of Housing and Urban Development (HUD) and may be amended from time to time. See Appendix "D" for maximum Income Limits per household.
ELIGIBLE DWELLINGS	• Any single-family residence, condominium unit, cooperative unit, or manufactured home. • The assisted property must be located within the Oxnard City Limits.
PURCHASE PRICE LIMITS	Maximum purchase price cannot exceed 120% of HOME Value Limits (See Appendix "E").
PROPERTY STANDARDS	• CDBG assisted projects, including manufactured housing, must meet applicable state or local codes. • All properties built prior to January 1, 1978 will be presumed to contain lead-based paint on either interior or exterior surfaces or both. In order to implement the federal guidelines certain procedures have been implemented for properties receiving federal assistance. • The City will conduct an inspection of the property. • The property must be free from any defects that pose a danger to the health or safety of occupants prior to the close of escrow. Any incipient building code violations must be corrected prior to sale or occupancy.
TRANSACTION TYPE	Purchase transactions only.

LOAN TERM	• The term of the Loan is 5 years if the Loan amount is up to \$15,000 and 10 years if the Loan amount is from \$15,001 up to \$25,000. The Loan is forgivable at the end of the Loan term. • All loan amounts shall be due and payable to the City if the homeowner defaults on any of the Loan terms before the term expires. The failure of the homeowner to live in the unit, and any re-financing without prior written authorization of the City, are two examples of types of actions that would constitute defaults which trigger the immediate obligation to repay the loan. • No payments are required until sale, transfer, conveyance, unauthorized refinance, and/or owner non-occupancy of the property for the term of the loan. • The Loan has 0% annual deferred interest. • Owner-occupancy is required until the term expires. • Land Contract purchases shall not be eligible for assistance under this program. • This is a one-time loan; any borrower who receives a housing loan or loans from the City under this program, regardless of the dollar amount of the loans, shall be ineligible to apply for additional housing loans in the future.														
LOAN SECURITY	• City shall secure the loan by placing a lien on the property by recording a Deed of Trust with Ventura County Recorder's Office for the loan amount.														
COMPLIANCE WITH LOAN RESTRICTIONS	• Applicants have a continual affirmative duty to provide any and all information and documentation, upon request from the City, in order to assist City in the process of monitoring compliance with all terms of the loan. • Annual submission of recertification for owner-occupancy will be required.														
MINIMUM LOAN AMOUNT	\$1,000														
MAXIMUM ASSISTANCE	• The Maximum Assistance cannot exceed HOME maximum Subsidy Limits (See Appendix "F") as per HOME regulations at 24 CFR Part 92.250. • The loan provides up to thirty thousand dollars (\$30,000) of the purchase price including closing costs. The loan will assist to close the "gap" between the purchase price, primary lender's maximum loan amount, closing costs, and the maximum homebuyer's contribution. Each borrower shall receive only the subsidy needed to allow them to become homeowners ("the Gap") while keeping their housing costs affordable. <i>For example:</i> <table border="1"> <thead> <tr> <th colspan="2">SUBSIDY CALCULATION FOR A FAMILY OF FOUR EARNING \$72,500 annually</th> </tr> </thead> <tbody> <tr> <td>Purchase Price of Property</td> <td>\$240,000</td> </tr> <tr> <td>Plus estimated non-recurring closing costs</td> <td>7,200</td> </tr> <tr> <td>Less Maximum Primary loan amount</td> <td>(194,200)</td> </tr> <tr> <td>Less homebuyer contribution</td> <td>(5,000)</td> </tr> <tr> <td>Other subsidies or financial assistance</td> <td>(18,000)</td> </tr> <tr> <td>Equals "GAP"</td> <td>30,000</td> </tr> </tbody> </table> The City reserves the right to adjust the Loan amounts and percentages based on the type and amount of funds available in all funding sources.	SUBSIDY CALCULATION FOR A FAMILY OF FOUR EARNING \$72,500 annually		Purchase Price of Property	\$240,000	Plus estimated non-recurring closing costs	7,200	Less Maximum Primary loan amount	(194,200)	Less homebuyer contribution	(5,000)	Other subsidies or financial assistance	(18,000)	Equals "GAP"	30,000
SUBSIDY CALCULATION FOR A FAMILY OF FOUR EARNING \$72,500 annually															
Purchase Price of Property	\$240,000														
Plus estimated non-recurring closing costs	7,200														
Less Maximum Primary loan amount	(194,200)														
Less homebuyer contribution	(5,000)														
Other subsidies or financial assistance	(18,000)														
Equals "GAP"	30,000														

HOMEBUYER CONTRIBUTION	The minimum homebuyer contribution shall be \$5,000 with a maximum homeowner contribution to include all liquid assets (as permitted by law).
USE OF FUNDS	Program funds may be used for up to 100% non-recurring closing costs, and for up to 50% of the required down-payment for the home purchase. Examples of non-recurring closing costs include credit report, escrow fee, closing fee, recording, title insurance, etc.
PROCESSING PRIORITY	Funds are available on a first qualified, first served basis.
PRE-APPROVAL/ ESCROW/ APPROVAL	• To determine eligibility, the borrower must submit an application package to include at a minimum the following documentation: income, assets, legal residency, Fannie Mae Form 1003, credit report, full income and asset documentation, bank statements, HUD-approved homebuyer education certificate and Good Faith Estimate (GFE). • Upon review and approval of the documentation submitted, the City will issue a Pre-Approval Letter to the Borrower which may be submitted with an offer to purchase. • Escrow must open within ninety (90) days from the date of the pre-approval letter. • Upon written request, a thirty (30) day extension to open escrow will be granted from the expiration date of the pre-approval letter. • Escrow should close within sixty (60) days of opening. • Final Loan Approval will be granted upon receipt of the Estimated Settlement Statement (HUD-1) and the property passing the required inspections. • Loans will be submitted to the City's Loan Review Committee (LRC) for final approval.
AGREEMENT APPROVAL	• Loan Agreements will be present to the City's Contract Compliance Review Committee (CCRC) for approval.
FIRST TRUST DEED LOAN TERMS	• <u>First Mortgage Product Type</u>: fixed rate 30-year fully amortized loans only. Balloon, interest-only, adjustable rate, negatively amortizing loans, temporary buy-downs, or loans with prepayment penalties are not allowed. • <u>Maximum Loan Amount</u>: determined by the lender (limited by Program's maximum debt ratios.) • <u>Additional Liens</u>: must be approved by the City. • <u>Impounds</u>: not required • <u>Lender Fees</u>: must be reasonable and customary based on industry standards. • <u>FHA Loans</u>: 1) Closing costs can be charged to the borrower per FHA closing cost allowances; and 2) The maximum front end ratio [Principal Interest Title and Insurance (PITI)] shall be 35%. • <u>Ratios are utilized to ensure responsible lending practices and protect against predatory lending.</u>
PROPERTY TAX AND INSURANCE CALCULATIONS	When determining the monthly amount of property taxes, fire and mortgage insurance premiums on all down payment assistance loans, the following standard factors will be used, unless documentation can be provided to justify actual figures: • Property Taxes: .0125 of the purchase price, adjusted monthly. • Hazard Insurance Premiums: are estimated at .03 of the loan amount,

PROPERTY TAX AND INSURANCE CALCULATIONS Continued.....	adjusted monthly. Private Mortgage Insurance (PMI) or Mortgage Insurance (MI): actual amount, adjusted monthly.
MAXIMUM FRONT END RATIO	Assistance will be provided to the extent that will ensure that the household's front end ratio does not exceed 38% of their income.
MAXIMUM BACK END RATIO	45% of the applicant(s) monthly income - Co-signed, Deferred and Secured Loans shall be included in the determination of the debt-to-income ratio unless paid or refinanced by a joint responsible party prior to or at close of escrow.
MAXIMUM COMBINED LOAN-TO-VALUE (CLTV)	100% of the purchase price or appraised value, whichever is less.
HOMEBUYER EDUCATION	- The course must be attended in person, through a HUD-approved Homebuyer Education Provider located within Ventura County. - A Homebuyer Education Certificate must be issued for all buyers within the last 12 months from the date of application.
NON PURCHASING SPOUSE	The income, assets, debts, and liabilities of the non-purchasing spouse will be considered in qualifying the household.
COSIGNERS / COMORTAGORS/ COBORROWERS	Must meet borrower eligibility requirements.
REDRAW OF LOAN DOCUMENTS	A \$100 fee will be charged for each request to redraw loan documents prior to closing. This fee shall not apply if City initiates the redraw.
LOAN APPLICATION FEE	A loan application fee of \$25 shall be paid by applicants.
SUBORDINATION	A processing fee of \$250 will be charged for each subordination request in accordance with all applicable regulations. See APPENDIX "B" for Subordination Requirements.
PAYOFF DEMAND REQUESTS	A processing fee of \$100 will be charged for each payoff demand request in accordance with all applicable regulations. See APPENDIX "C" for Payoff Demand Requests Process.
PAYMENT OF LOAN	The Program Loan payments (principal and interest) will be deferred for the term of the loan.
LOAN PAYMENTS	Payment may be made by mail or in person at 435 South D Street, Oxnard, CA 93030. <i>Payments must be in the form of personal check, cashier's check or money order, no cash allowed.</i>
ACCELERATION/RECAPTURE	The Program Loan, shall become due and immediately payable upon the occurrence of any one of the following events prior to the expiration of the Loan term: - Sale of the Property; (short sale; see short sale section) - Unauthorized refinancing; - Borrower non-occupancy; - Changes/transfers of title; - Fails to maintain hazard insurance; - Fails to pay property taxes; - An uncured default by Borrower under this Agreement, the Note or the Deed of Trust; - An uncured default by Borrower on the Promissory Note evidencing or Deed of Trust securing any loan. - Upon triggering the Acceleration Clause, the full balance of the loan (principal and accrued interest) is recaptured (due and payable) to the

ACCELERATION/RECAPTURE Continued.....	City. (See Appendix G). The acceleration clause will be in effect: upon discovery of willful misrepresentation or fraud in connection with the Program. Borrower non-occupancy of the property is prohibited and will cause the loan to be accelerated.
SHORT SALES	• Short sales will be considered on a case by case basis. • Requests of short sales must be approved by City Council.
EXTENDED ABSENCE	In the event the borrower will be away from the premises for more than 90 consecutive days, borrower agrees to notify City in writing within 10 days of such absence.
ASSUMABILITY	The Loan is not assumable.
DISCLOSURE OF INFORMATION	No personal information will be disclosed to a third party not listed on the application and/or supporting documentation without prior written authorization from the applicants, or as directed by law.
PENALTIES FOR APPLICANT/ LENDER MISREPRESENTATION	Any person making a material misstatement or misrepresentation in any affidavit or certification made in connection with the application for the Program loan shall be subject to all applicable fines and penalties. Title 31 § 3729 (a)(1)(G) of the United States Criminal code makes it a criminal offense, punishable by a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 note; Public Law 104-410 ^[1]), plus 3 times the amount of damages which the Government sustains because of the act of that person to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. Section 35 (A) of the United States Criminal code makes it a criminal offense, punishable by a maximum of ten (10) years imprisonment, \$10,000.00 fine or both to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. The information above was requested by the City of Oxnard Affordable Housing in its capacity as a city, state, and federal agency.
APPEALS/ EXCEPTIONS	The City will review any appeals of rejected Loans only if the review is requested in writing by the applicant and received within ten business (10) days from the date of the denial letter.

VI. CITYWIDE SINGLE FAMILY MATCHING REHABILITATION LOAN – (CDBG FUNDS)

PROGRAM DESCRIPTION	The Community Block Grant Funds (CDBG) (The Program) has a Citywide Single Family Matching Rehabilitation Loan (Loan) available to income-qualified households requiring assistance to rehabilitate their home. Only one forgivable loan per household.
PRE-PROCESSING REQUIREMENT	The Program may provide loans as described in the following policies when homeowners are unable to obtain traditional financing from a lending institution. Proof may be required.
TRANSACTION TYPE	Home rehabilitation transactions only.
USE OF FUNDS	Program funds will be used for the rehabilitation of the property based on the Physical Needs Inspection Report. Use of CDBG funds will be governed by CDBG regulations and guidelines.
PROCESSING PRIORITY	Funds are available on a first qualified, first served basis.
BORROWER ELIGIBILITY	• The combined annual gross household income may not exceed eighty percent (80%) of the Area Median Incomes (AMI). • All members of the household are required to submit full income and assets documentation. • Applicants must be Oxnard residents at time of application. • Applicants and all persons on title must occupy the property as their primary residence for the term of the Loan. • Each borrower and co-borrower must comply with all applicable restrictions on citizenship and legal immigration status pursuant to the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) and 8 U.S.C. 1611 et. seq., both of which are in effect as of the adoption of these policies; and further, must be eligible under any future statutes or regulations governing eligibility enacted subsequently. The residency status of a qualified alien must be continuous in nature required under 24 CFR 9.254 and CH&SC Section 33413(b)(2)(C).
CO-OWNERS	Must meet borrower eligibility requirements.
INCOME LIMITS	Income Limits are based on eighty percent of the AMI for Ventura County, as determined annually by the United States Department of Housing and Urban Development (HUD) and may be amended from time to time. See Appendix "E" for maximum Income Limits per household.
ELIGIBLE DWELLINGS	• Any single-family residence, condominium unit, cooperative unit, or manufactured home. • Assisted property must be located within the Oxnard City Limits.
PROPERTY STANDARDS	• Program funded projects, including manufactured housing, must meet applicable state or local codes for the scope of work being done. • All properties built prior to January 1, 1978 will be presumed to contain lead-based paint on either interior or exterior surfaces or both. In order to implement the federal guidelines certain procedures have been implemented for properties receiving federal assistance. • The Program will conduct a lead based paint, asbestos, and Physical Needs Inspection prior to loan approval.
HOME VALUE LIMITS	Maximum home value cannot exceed 120% of HOME Program Value Limits (See Appendix "F").

PRE-APPROVAL	- To determine eligibility, the borrower must submit an application package to include at a minimum the following documentation: full income and assets, legal residency, ownership, owner-occupancy, required home insurance, and mortgage balance statement. - Upon review and approval of the documentation submitted, a Pre-Approval Letter will be issued.
LOAN APPROVAL	Approval by the Loan Review Committee (LRC) may be required.
MINIMUM ASSISTANCE	\$1,000; exceptions may be allowed on a case-by-case basis.
MAXIMUM ASSISTANCE	The Maximum Assistance will be based on loan to value ratio which should not exceed 90% of home value. Loan to value ratio is determined by the sum of all encumbrances on the property including any Program Loan. Program will provide a Loan of up to \$30,000 for rehabilitation. The Loan provides a 3 to 1 match of the homeowner's contribution. <i>For example: If the homeowner contributes \$3,000, The Program may contribute up to \$9,000; if the homeowner contributes \$5,000, The Program may contribute up to \$15,000.</i>
MAXIMUM COMBINED LOAN-TO-VALUE (CLTV)	Combined loan to value ratio should not exceed 90% of home value. Loan to value is determined by the sum of all encumbrances on the property including any Program Loan.
LOAN TERM	- The term of the Loan is 5 years if the Loan amount is up to \$15,000 and 10 years if the Loan amount is from \$15,001 up to \$30,000. The Loan is forgiven at the end of the Loan term. - All loan amounts shall be due and payable to The Program if the homeowner defaults on any of the Loan terms before the term expires. The failure of the homeowner to live in the unit, and any re-financing without prior written authorization of The Program, are two examples of types of actions that would constitute defaults which trigger the immediate obligation to repay the loan." - No payments are required until sale, transfer, conveyance, unauthorized refinance, and/or owner non-occupancy of the property for the term of the loan. - The Loan has 0.00% interest. - Owner-occupancy is required until the term expires. - This is a one-time loan; any borrower who receives a housing loan or loans from The Program under this program, regardless of the dollar amount of the loans, shall be ineligible to apply for additional housing loans in the future.
LOAN SECURITY	The Program shall secure the loan by placing a lien on the property by recording a Deed of Trust with Ventura County Recorder's Office for the loan amount.
COMPLIANCE WITH LOAN RESTRICTIONS	- Applicants have a continual affirmative duty to provide any and all information and documentation, upon request from The Program, in order to assist The Program in the process of monitoring compliance with all terms of the loan. - Annual submission of recertification for owner-occupancy may be required.
PAYMENT OF LOAN	The Program Loan payment (principal and interest) will be deferred for the term of the loan.

ASSUMABILITY	The Loan is not assumable.
LOAN APPLICATION FEE	A loan application fee of \$25 may be charged to applicants.
SUBORDINATION	A processing fee of up to \$250 may be charged for each subordination request provided that this is in accordance with all applicable regulations. See APPENDIX "B" for Subordination Requirements.
PAYOFF DEMAND REQUESTS	A processing fee of up to \$100 may be charged for each payoff demand request in accordance with all applicable regulations. See APPENDIX "C" for Payoff Demand Requests Process.
ACCELERATION OF LOAN	The Program Loan, shall become due and immediately payable upon the occurrence of any one of the following events prior to the expiration of the Loan term: • Sale of the Property; • Unauthorized refinancing; • Borrower non-occupancy; • Changes/transfers of title; • Fails to maintain hazard insurance; • Fails to pay property taxes; • An uncured default by Borrower under this Agreement, the Note or the Deed of Trust; • An uncured default by Borrower on the Promissory Note evidencing or Deed of Trust securing any loan. • Upon triggering the Acceleration Clause, the full balance of the loan is due and payable to The Program. The acceleration clause will be in effect upon discovery of willful misrepresentation or fraud in connection with the Program. Borrower non-occupancy of the property is prohibited and will cause the loan to be accelerated.
EXTENDED ABSENCE	In the event the borrower will be away from the premises for more than 90 consecutive days, borrower agrees to notify in writing within 10 days of such absence.
SCOPE OF WORK	The scope of work may include those items requested by the homeowner that are in need of repairs according to the Physical Needs Inspection Report. Elective remodeling is not allowed.
CONTRACTORS	• Contractors must be licensed by the State of California and City of Oxnard. • Contractors must not appear on the debarment list.
PERMITS	Contractor shall obtain all necessary permits required by the City of Oxnard Building & Safety Department.
CHANGE ORDERS	Change orders must be approved by The Program for any changes or additional unforeseen work items prior to work being done.
LIEN RELEASES	A contractor must submit completed and signed lien releases for the project.
PENALTIES FOR APPLICANT MISREPRESENTATION	Any person making a material misstatement or misrepresentation in any affidavit or certification made in connection with the application for the Program loan shall be subject to all applicable fines and penalties. Title 18 § 3729 (a)(1)(G) of the United States Criminal code makes it a criminal offense, punishable by a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation

PENALTIES FOR APPLICANT MISREPRESENTATION Continued.....	Adjustment Act of 1990 (28 U.S.C. 2461 note; Public Law 104-410), plus 3 times the amount of damages which the Government sustains because of the act of that person to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. Section 35 (A) of the United States Criminal code makes it a criminal offense, punishable by a maximum of ten (10) years imprisonment, \$10,000.00 fine or both to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. The information above was requested by The Program in its capacity as a city, state, and federal agency.
APPEALS/ EXCEPTIONS	Any appeals of rejected loans must be requested in writing by the applicant and received within ten (10) business days from the date of the denial letter.

VII. CITYWIDE MOBILEHOME REHABILITATION LOAN – (CDBG FUNDS)

PROGRAM DESCRIPTION	The Community Development Block Grant (CDBG) (The Program) has a Citywide Mobilehome Rehabilitation Loan available to income-qualified households requiring assistance to rehabilitate their home. Only one forgivable loan per household.
PRE-PROCESSING REQUIREMENT	The Program may provide loans as described in the following policies, when homeowners are unable to obtain traditional financing from a lending institution. Proof may be required.
TRANSACTION TYPE	Home rehabilitation transactions only.
USE OF FUNDS	Program funds will be used for the rehabilitation of the property based on the Physical Needs Inspection Report. Use of CDBG funds will be governed by CDBG regulations and guidelines.
PROCESSING PRIORITY	Funds are available on a first qualified, first served basis.
BORROWER ELIGIBILITY	• The combined annual gross household income may not exceed eighty percent (80%) of the Area Median Incomes (AMI). • All members of the household are required to submit full income and assets documentation. • Applicants must be Oxnard residents at time of application and all persons on title must occupy the property as their primary residence for the term of the Loan. • Each borrower and co-borrower must comply with all applicable restrictions on citizenship and legal immigration status pursuant to the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) and 8 U.S.C. 1611 et. seq., both of which are in effect as of the adoption of these policies; and further, must be eligible under any future statutes or regulations governing eligibility enacted subsequently. The residency status of a qualified alien must be continuous in nature required under 24 CFR 9.254 and CH&SC Section 33413(b)(2)(C).
CO-OWNERS	Must meet borrower eligibility requirements.
INCOME LIMITS	Income Limits are based on eighty percent (80%) of the AMI for Ventura County, as determined annually by the United States Department of Housing and Urban Development (HUD) and may be amended from time to time. See Appendix "E" for maximum Income Limits per household.
ELIGIBLE DWELLINGS	• Any mobilehome residence. • The assisted property must be located within the Oxnard City Limits.
PROPERTY STANDARDS	• Program funded projects must meet applicable state or local codes for the scope of work being done. • All properties built prior to January 1, 1978 will be presumed to contain lead-based paint on either interior or exterior surfaces or both. In order to implement the federal guidelines certain procedures have been implemented for properties receiving federal assistance. • The Program will conduct a lead based paint, asbestos, and Physical Needs Inspection prior to loan approval.
CDBG VALUE LIMITS	The maximum home value cannot exceed 120% of HOME Program Value Limits (See Appendix "F").
PRE-APPROVAL	• To determine eligibility, the borrower must submit an application package to include at a minimum the following documentation: full income and assets, legal residency, ownership, owner-occupancy, required home insurance, and mortgage balance statement. • Upon review and approval of the documentation submitted, Pre-

PRE-APPROVAL Continued.....	Approval Letter will be issued.
LOAN APPROVAL	Approval by the Loan Review Committee (LRC) may be required.
MINIMUM LOAN AMOUNT	\$1,000; exceptions may be allowed on a case-by-case basis.
MAXIMUM ASSISTANCE	The Program will provide a Loan of up to \$30,000.
MAXIMUM COMBINED LOAN-TO-VALUE (CLTV)	Combined loan to value ratio should not exceed 90% of home value. Loan to value is determined by the sum of all encumbrances on the property including The Program's Citywide Mobilehome Rehabilitation Loan.
LOAN TERM	- The term of the Loan is 5 years if the Loan amount is up to \$10,000 and 10 years if the Loan amount is from \$10,001 up to \$20,000. A loan of up to \$20,000 has no interest and is forgiven at the end of the Loan term. - Any amount in excess of \$20,000 will have a repayment term of ten years with a minimum payment of \$25 per month, up to 120 equal installments commencing the first day of the month following the second month in which the loan is provided. - All loan amounts shall be due and payable to The Program if the homeowner defaults on any of the Loan terms before the term expires. The failure of the homeowner to live in the unit, and any re-financing without prior written authorization of The Program, are two examples of types of actions that would constitute defaults which trigger the immediate obligation to repay the loan." - The Loan has zero percent interest (0) as described in the Note and Truth In Lending Disclosure Statement. - Owner-occupancy is required until the term expires. - Loan cannot be combined with any other Program loan or product. - This is a one-time loan; any borrower who receives a housing loan or loans from The Program under this program, regardless of the dollar amount of the loans, shall be ineligible to apply for additional housing loans in the future.
PAYMENT OF LOAN	The Program Loan payment will be deferred for the term of the loan on a loan amount up to \$20,000. On amounts exceeding \$20,000, a monthly payment is due on the 1 st of the month. The payment shall be amortized over a ten (10) year period, with a minimum payment of no less than \$25.
LOAN SECURITY	The Program shall secure the loan by placing a lien on the property with a Statement of Lien filed with the State of California Department of Housing and Community Development.
ASSUMABILITY	The Loan is not assumable.
DESIGNATION OF HEIR	All recipients of loans for the purchase or rehabilitation of mobilehomes must provide an executed will designating the person or persons who shall inherit the mobilehome upon the death of the loan recipient, and shall complete State Housing and Community Development form 474 or its equivalent.
LOAN APPLICATION FEE	A loan application fee of \$25 may be charged to applicants.
SUBORDINATION	A processing fee of up to \$250 may be charged for each subordination request in accordance with all applicable regulations. See APPENDIX "B" for Subordination Requirements.
PAYOFF DEMAND REQUESTS	A processing fee of up to \$100 may be charged for each payoff demand request in accordance with all applicable regulations. See APPENDIX "C" for Payoff Demand Requests Process.

ACCELERATION OF LOAN	The Program Loan, shall become due and immediately payable upon the occurrence of any one of the following events prior to the expiration of the Loan term: • Sale of the Property; • Unauthorized refinancing; • Borrower non-occupancy; • Changes/transfers of title; • Fails to maintain hazard insurance; • Fails to pay property taxes; • An uncured default by Borrower under this Agreement, the Note or the Deed of Trust; • An uncured default by Borrower on the Promissory Note evidencing or Deed of Trust securing any loan. • Upon triggering the Acceleration Clause, the full balance of the loan is due and payable to The Program. The acceleration clause will be in effect upon discovery of willful misrepresentation or fraud in connection with the Program. Borrower non-occupancy of the property is prohibited and will cause the loan to be accelerated.
EXTENDED ABSENCE	In the event the borrower will be away from the premises for more than 90 consecutive days, borrower agrees to notify in writing within 10 days of such absence.
SCOPE OF WORK	The scope of work may include those items requested by the homeowner that are in need of repairs according to the Physical Needs Inspection Report. Elective remodeling is not allowed.
CONTRACTORS	• Contractors must be licensed by the State of California and City of Oxnard. • Contractors must not appear on the debarment list.
PERMITS	Contractor shall obtain all necessary permits required by the State of California Housing & Community Development (HCD).
CHANGE ORDERS	Change orders must be approved by The Program for any changes or additional unforeseen work items prior to work being done.
LIEN RELEASES	A contractor must submit completed and signed lien releases for the project.
COMPLIANCE WITH LOAN RESTRICTIONS	• Applicants have a continual affirmative duty to provide any and all information and documentation, upon request from The Program, in order to assist The Program in the process of monitoring compliance with all terms of the loan. • Annual submission of recertification for owner-occupancy may be required.
PENALTIES FOR APPLICANT MISREPRESENTATION	Any person making a material misstatement or misrepresentation in any affidavit or certification made in connection with the application for the Program loan shall be subject to all applicable fines and penalties. Title 18 § 3729 (a)(1)(G) of the United States Criminal code makes it a criminal offense, punishable by a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 note; Public Law 104-410), plus 3 times the amount of damages which the Government sustains because of the act of that person to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction.

PENALTIES FOR APPLICANT MISREPRESENTATION Continued.....	Section 35 (A) of the United States Criminal code makes it a criminal offense, punishable by a maximum of ten (10) years imprisonment, \$10,000.00 fine or both to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. The information above was requested by The Program in its capacity as a city, state, and federal agency.
APPEALS/ EXCEPTIONS	Any appeals of rejected Loans must be requested in writing by the applicant and received within ten (10) business days from the date of the denial letter.

VIII. CITYWIDE SINGLE FAMILY REHABILITATION LOAN – (CDBG FUNDS)

PROGRAM DESCRIPTION	The Community Block Grant (CDBG) (The Program) has a Citywide Single Family Rehabilitation Loan (Loan) available to income-qualified households requiring assistance to rehabilitate their home. Only one forgivable loan per household.
PRE-PROCESSING REQUIREMENT	The Program may provide loans as described in the following policies when homeowners are unable to obtain traditional financing from a lending institution. Proof may be required.
TRANSACTION TYPE	Home rehabilitation transactions only.
USE OF FUNDS	Program funds will be used for the rehabilitation of the property based on the Physical Needs Inspection Report. Use of CDBG funds will be governed by CDBG regulations and guidelines.
PROCESSING PRIORITY	Funds are available on a first qualified, first served basis.
BORROWER ELIGIBILITY	- The combined annual gross household income may not exceed eighty percent (80%) of the Area Median Incomes (AMI). - All members of the household are required to submit full income and assets documentation. - Applicants must be Oxnard residents at time of application and all persons on title must occupy the property as their primary residence for the term of the Loan. - Each borrower and co-borrower must comply with all applicable restrictions on citizenship and legal immigration status pursuant to the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) and 8 U.S.C. 1611 et. seq., both of which are in effect as of the adoption of these policies; and further, must be eligible under any future statutes or regulations governing eligibility enacted subsequently. The residency status of a qualified alien must be continuous in nature required under 24 CFR 9.254 and CH&SC Section 33413(b)(2)(C).
CO-OWNERS	Must meet borrower eligibility requirements.
INCOME LIMITS	Income Limits are based on eighty percent of the AMI for Ventura County, as determined annually by the United States Department of Housing and Urban Development (HUD) and may be amended from time to time. See Appendix "E" for maximum Income Limits per household.
ELIGIBLE DWELLINGS	- Any single-family residence, condominium unit, cooperative unit, or manufactured home. - The assisted property must be located within the Oxnard City Limits.
PROPERTY STANDARDS	- Program funded projects, including manufactured housing, must meet applicable state or local codes for the scope of work being done. - All properties built prior to January 1, 1978 will be presumed to contain lead-based paint on either interior or exterior surfaces or both. In order to implement the federal guidelines certain procedures have been implemented for properties receiving federal assistance. The Program will conduct a lead based paint, asbestos, and Physical Needs Inspection prior to loan approval.
HOME VALUE LIMITS	The maximum home value cannot exceed 120% of the HOME Program Value Limits (See Appendix "F").
PRE-APPROVAL	- To determine eligibility, the borrower must submit an application package to include at a minimum the following documentation: full income and assets, legal residency, ownership, owner-occupancy, required home insurance, and mortgage balance statement. - Upon review and approval of the documentation submitted, a Pre-Approval Letter will be issued.

LOAN APPROVAL	Approval by the Loan Review Committee (LRC) may be required.
MINIMUM LOAN AMOUNT	\$1,000; exceptions may be allowed on a case-by-case basis.
MAXIMUM ASSISTANCE	The Maximum Assistance will be based on loan to value ratio which should not exceed 90% of home value. • Loan to value ratio is determined by the sum of all encumbrances on the property including any Program Loan. • Program will provide a Loan of up to \$30,000 for rehabilitation with no interest and with no monthly payments.
MAXIMUM COMBINED LOAN-TO-VALUE (CLTV)	Combined loan to value ratio should not exceed 90% of home value. • Loan to value is determined by the sum of all encumbrances on the property including any Program Loan.
LOAN TERM	• The term of the Loan is 20 years if the Loan amount is up to \$30,000. A loan of up to \$30,000 is forgiven at the end of the Loan term. • All loan amounts shall be due and payable to The Program if the homeowner defaults on any of the Loan terms before the term expires. The failure of the homeowner to live in the unit, and any re-financing without prior written authorization of The Program, are two examples of types of actions that would constitute defaults which trigger the immediate obligation to repay the loan." • All Loans have 0.00% interest. • Owner-occupancy is required until the term expires. • This is a one-time loan; any borrower who receives a housing loan or loans from The Program under this program, regardless of the dollar amount of the loans, shall be ineligible to apply for additional housing loans in the future.
LOAN SECURITY	• The Program shall secure the loan by placing a lien on the property by recording a Deed of Trust with Ventura County Recorder's Office for the loan amount.
COMPLIANCE WITH LOAN RESTRICTIONS	• Applicants have a continual affirmative duty to provide any and all information and documentation, upon request from The Program, in order to assist The Program in the process of monitoring compliance with all terms of the loan. • Annual submission of recertification for owner-occupancy maybe required.
PAYMENT OF LOAN	The Program Loan payment (principal and interest) will be deferred for the term of the loan on a loan amount up to \$30,000. On amounts exceeding \$30,000, a monthly payment is due on the 1 st of the month. The payment shall be amortized over a ten (10) year period, with a minimum payment of no less than \$25.
ASSUMABILITY	The Loan is not assumable.
LOAN APPLICATION FEE	A loan application fee of \$25 may be charged to applicants.
SUBORDINATION	A processing fee of up to \$250 may be charged for each subordination request provided that this is in accordance with all applicable regulations. See APPENDIX "B" for Subordination Requirements.
PAYOFF DEMAND REQUESTS	A processing fee of up to \$100 may be charged for each payoff demand request in accordance with all applicable regulations. See APPENDIX "C" for Payoff Demand Requests Process.
ACCELERATION OF LOAN	The Program Loan, shall become due and immediately payable upon the occurrence of any one of the following events prior to the expiration of the Loan term:

ACCELERATION OF LOAN Continued.....	• Sale of the Property; • Unauthorized refinancing; • Borrower non-occupancy; • Changes/transfers of title; • Fails to maintain hazard insurance; • Fails to pay property taxes; • An uncured default by Borrower under this Agreement, the Note or the Deed of Trust; • An uncured default by Borrower on the Promissory Note evidencing or Deed of Trust securing any loan. • Upon triggering the Acceleration Clause, the full balance of the loan is due and payable to The Program. The acceleration clause will be in effect upon discovery of willful misrepresentation or fraud in connection with the Program. Borrower non-occupancy of the property is prohibited and will cause the loan to be accelerated.
EXTENDED ABSENCE	In the event the borrower will be away from the premises for more than 90 consecutive days, borrower agrees to notify in writing within 10 days of such absence.
SCOPE OF WORK	The scope of work may include those items requested by the homeowner that are in need of repairs according to the Physical Needs Inspection Report. Elective remodeling is not allowed.
CONTRACTORS	• Contractors must be licensed by the State of California and City of Oxnard. • Contractors must not appear on the debarment list.
PERMITS	Contractor shall obtain all necessary permits required by the City of Oxnard Building & Safety Department.
CHANGE ORDERS	Change orders must be approved by The Program for any changes or additional unforeseen work items prior to work being done.
LIEN RELEASES	A contractor must submit completed and signed lien releases for the project.
COMPLIANCE WITH LOAN RESTRICTIONS	• Applicants have a continual affirmative duty to provide any and all information and documentation, upon request from The Program, in order to assist The Program in the process of monitoring compliance with all terms of the loan. Annual submission of recertification for owner-occupancy may be required.
PENALTIES FOR APPLICANT MISREPRESENTATION	Any person making a material misstatement or misrepresentation in any affidavit or certification made in connection with the application for the Program loan shall be subject to all applicable fines and penalties. Title 18 § 3729 (a)(1)(G) of the United States Criminal code makes it a criminal offense, punishable by a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 note; Public Law 104-410), plus 3 times the amount of damages which the Government sustains because of the act of that person to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. Section 35 (A) of the United States Criminal code makes it a criminal offense, punishable by a maximum of ten (10) years imprisonment, \$10,000.00 fine or both to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. The information above was requested by The Program in its capacity as a city, state, and federal agency

APPEALS/ EXCEPTIONS	Any appeals of rejected loans must be requested in writing by the applicant and received within ten (10) business days from the date of the denial letter.
---------------------	--

Appendix "A"

DEFINITIONS: AFFORDABLE HOUSING ASSISTANCE PROGRAMS

<i>APPLICANT</i>	Any person who applies for a loan with the Affordable Housing & Rehabilitation Division.
<i>AREA MEDIAN INCOMES (AMI)</i>	The median family income of a geographic area of the state, as annually estimated by the United States Department of Housing and Urban Development (HUD) pursuant to Section 8 of the United States Housing Act of 1937: the median income for the Ventura County, Oxnard-Thousand Oaks- Ventura area with adjustments for household size, as adjusted from time to time by HUD.
<i>ASSETS</i>	Cash or non-cash items that can be converted to cash. Assets exclude necessary personal property.
<i>CITY</i>	The City of Oxnard.
<i>COMPLETE APPLICATION</i>	A fully executed (completely filled out and having all required signatures) application with all supporting documents requested on the application.
<i>EIGHTY PERCENT (80%) OF AREA MEDIAN INCOMES (AMI)</i>	Annual gross income up to eighty percent (80%) of the Area Median Income, adjusted for family size (see Appendix "D").
<i>ELIGIBLE BORROWER</i>	Any person meeting the criteria for an eligible borrower set forth in these guidelines.
<i>ELIGIBLE DWELLING</i>	Any single-family residence, condominium unit, cooperative unit, or manufactured homes that meet HUD conventional guidelines. The assisted property must be located in the City of Oxnard (as defined by the Oxnard Planning Boundaries or you may refer to the most current Thomas Guide, Santa Barbara, San Luis Obispo & Ventura Counties, Street Guide published by Rand McNally).
<i>FIRST TIME HOMEBUYER</i>	All homebuyers must be residents within the city limits of the City of Oxnard. Documentation (i.e. utility bills, driver's license, income taxes, etc.) of homebuyer status will be required for all homebuyers. Applicants must be "first-time" homebuyers. The Program will use the following definition of an eligible homebuyer, which is a "first-time homebuyer" from 8201(I) Title 25 California Code of Regulations: "First-time homebuyer" means an individual or individuals or an individual and his or her spouse who have not owned a home during the three-year period before the purchase of a home with subsidy assistance, except that the following individual or individuals may not be excluded from consideration as a first-time homebuyer under this definition: A displaced homemaker who, while a homemaker, owned a home with his or her spouse or resided in a home owned by the spouse. A displaced homemaker is an adult who has not, within the preceding two years, worked on a full-time basis as a member of the labor force for a

FIRST TIME HOMEBUYER Continued...	consecutive twelve-month period and who has been unemployed or underemployed, experienced difficulty in obtaining or upgrading employment and worked primarily without remuneration to care for his or her home and family; A single parent who, while married, owned a home with his or her spouse or resided in a home owned by the spouse. A single parent is an individual who is unmarried or legally separated from a spouse and has one or more minor children for whom the individual has custody or joint custody or is pregnant; or An individual or individuals who owns or owned, as a principal residence during the three-year period before the purchase of a home with assistance, a dwelling unit whose structure is: Not permanently affixed to a permanent foundation in accordance with local or state regulations; or Not in compliance with state, local, or model building codes and cannot be brought into compliance with such codes for less than the cost of constructing a permanent structure.
FIRST QUALIFIED-FIRST SERVED	Complete applications will be processed prior to incomplete applications to determine program eligibility and upon pre-approval, funds will be reserved.
HOME FUNDS	Funds received pursuant to the HOME Investment Partnership Program under the Department of Housing and Urban Development (HUD), codified at 42 U.S.C. Section 12701, et seq., 24 CFR Part 92, to provide funds for affordable housing.
HOME VALUE	The value of the eligible property as determined by sales price and/or a certified appraisal.
HOUSEHOLD	One or more persons occupying the same housing unit (including foster care children).
HOUSEHOLD MEMBERS	An individual, or two or more persons related by blood or marriage, or a group of unrelated individuals living together and bearing the generic character of a relatively permanent housekeeping unit in a property unit as defined by HUD. See also "Household."
INCOME CALCULATION METHOD	Annual income is calculated using the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period, as described in 24 CFR Part 5.
LIQUID ASSETS	Shall be defined as savings, checking, money market or stock accounts that are non-retirement, life insurance, non-loan or gift related.
LOAN	Financing provided to an Eligible Borrower for the rehabilitation of an Eligible Dwelling.
LOW-INCOME	A household with income up to eighty percent (80%) of the Area Median

	Incomes (AMI), as defined under HOME and by California State Law.
<i>MAXIMUM HOME VALUE LIMIT</i>	The maximum home value cannot exceed HOME Value Limits.
<i>MAXIMUM SUBSIDY LIMITS</i>	The maximum subsidy amount cannot exceed the HOME Investment Partnership Program 221(d) (3) Maximum Per Unit Subsidy Limits; see Exhibit "G."
<i>MODERATE-INCOME</i>	A household with income up to one hundred and twenty percent (120%) of the Area Median Incomes (AMI), as defined under HOME and by California State Law.
<i>OWNERSHIP</i>	Any of the following interests in residential property: fee simple interest; joint tenancy; tenancy in common; interest of a tenant-shareholder in a cooperative; life estate; interest held in trust for the Applicant that would constitute a present ownership interest if held by the Applicant.
<i>PRIMARY RESIDENCE</i>	The property occupied by the applicant(s).
<i>PROPERTY STANDARDS</i>	The minimum performance standards a property must meet for program eligibility. Standards are established in 24 CFR Part 882 (Housing Quality Standards). In addition, any incipient building code violations must be corrected prior to sale or occupancy.
<i>SINGLE-FAMILY RESIDENCE</i>	A housing unit intended and used for occupancy of a household.
<i>SHORT SALES</i>	A home that is listed for sale at a price lower than the balance of debts secured by liens against the property.
<i>UNDERWATER</i>	Total debt of the property exceeds the house value.

Appendix "B"

LOAN SUBORDINATIONS REQUIREMENTS

(ALL PROGRAMS)

The City of Oxnard's Affordable Housing & Rehabilitation Division will subordinate program loans under the following conditions: The City will consider subordination if the refinance is for the sole purpose of lowering the interest rate on the primary mortgage and obtaining more favorable terms for that loan, with the goal of improving the households financial situation and thereby strengthening borrower's economic position and reducing the possibility of default on any loans, including the City's loan to borrower, taking into consideration the following items:

- a. No cash out is authorized, unless stated in the agreement.
 - b. The City will not subordinate the City's loan for a reverse mortgage because that is a form of "cash out to the homeowner.
 - c. At City's discretion the Borrower must have sufficient equity in the property, and the property is not "underwater".
 - d. The Borrower has no other defaults.
 - e. The Borrower is not a "Bad Actor" with a history of having violated the existing agreement with the City.
 - f. All other conditions of the loan agreement between Borrower and City remain in full force and effect, except as otherwise specifically set forth in writing.
- NON-RESALE RESTRICTED UNITS
 - Property value is determined by appraisal report ordered by lender.
 - No cash out allowed.
 - New loan must be fully amortized loan with a fixed interest rate.
 - Combined Loan to Value (LTV) ratio must not exceed 90%. Under extraordinary circumstances, the City may consider allowing refinancing for the sole purpose of lowering the interest rate, as set forth above, with a combine LTV of up to 100%.
 - RESALE RESTRICTED UNITS
 - Property value is determined by Current Price Index (CPI) Method.
 - No cash out allowed unless stated in Resale Restriction Agreement.
 - Fully amortized loan with a fixed interest rate.
 - Combined Loan to Value (LTV) ratio must not exceed 90%. Under extraordinary circumstances, the City may consider allowing refinancing for the sole purpose of lowering the interest rate, as set forth above, with a combine LTV of up to 100%.
 - RESALE RESTRICTED UNITS IN REDEVELOPMENT AREAS
 - Property value of redevelopment restricted units is determined by the Housing Cost Method
 - Refinancing is permitted if the new loan meets the following:

- a) New loan amount must not exceed the original principal amount of the loan secured by the first trust deed or mortgage being refinanced (plus reasonable loan fees and costs).
 - b) The new loan must be fully amortized with a fixed interest rate.
 - c) No cash out unless stated in the Resale Restriction Agreement.
- REHABILITATED UNITS
 - Refinancing will only be allowed if it's to lower rate, term, or monthly payment.
 - Property value is determined by either an estimated value or an appraisal report.
 - No cash out allowed.
 - New loan must be fully amortized loan with a fixed interest rate.
 - Combined Loan to Value (LTV) ratio must not exceed 90%. Under extraordinary circumstances, the City may consider allowing refinancing for the sole purpose of lowering the interest rate, as set forth above, with a combine LTV of up to 100%.

SUBORDINATION PROCESS

- 1) A request for subordination to the Affordable Housing & Rehab Division must be made in writing.
- 2) The requesting agency must submit 1) Appraisal Report (Non-Restricted Units) 2) HUD1 3) completed Subordination Questionnaire and 4) **\$250 processing fee.**
- 3) Once the questionnaire, HUD1 and appraisal report are received by staff the following items are reviewed to verify the new loan meets the City's requirements:
 - a. Property value
 - b. New loan amount
 - c. Interest rate
 - d. Purpose of loan
- 4) If the information received meets City's requirements, subordination request is approved by the Program Manager and approval letter is issued to requesting agency.
- 5) City will prepare the subordination agreement and submit for signatures.

LOAN MODIFICATION PROCESS

- 6) A request for loan modification to the Affordable Housing & Rehab Division must be made in writing.
- 7) The requesting agency must submit 1) Appraisal Report (Non-Restricted Units) 2) HUD1 if applicable or equivalent 3) completed Questionnaire and 4) **\$250 processing fee.**
- 8) Once the questionnaire, HUD1 and appraisal report are received by staff the following items are reviewed to verify the new loan meets the City's requirements:
 - a. Property value

- b. New loan amount
 - c. Interest rate
 - d. Purpose of loan modification
- 9) If the information received meets City's requirements, loan modification request is approved by the Program Manager and approval letter is issued to requesting agency.
- 10) City will prepare the loan modification agreement and submit for signatures.

Exhibit "C"

Payoff Demand Process

- 1) A request for payoff to the Affordable Housing & Rehabilitation Division must be made in writing, and requires a \$100 processing fee.
- 2) City will review file and issue a demand to requesting agency.
- 3) Once City receives payoff amount, City shall reconvey the loan and send the necessary documents to the requesting agency.

Appendix "D"

INCOME CALCULATION WORKSHEET

1.Name: <u>DOE, JOHN AND JANE</u>		2. Program: <u>HOMEBUYER PROGRAM</u>			
ASSETS					
Family Member	Assets Description	Current Cash Value of Assets		Actual Income from Assets	
JOHN/JANE	CHECKING	\$7,247.00		\$0	
JOHN/JANE	SAVINGS	\$4,765.00		\$2.36	
JOHN/JANE	RETIREMENT/SAVINGS	\$6,037.00		\$25.64	
3. Net Cash Value of Assets.....		\$18,049.00			
4. Total Actual Income from Assets.....				4. \$28.00	
5. If line 3 is greater than \$5,000, multiply line by <u>2%</u> (Passbook Rate) and enter the results here; otherwise, leave blank.				5. \$361.00	
ANTICIPATED ANNUAL INCOME					
Family Member	Wages/ Salaries	Benefits/ Pensions	Public Assistance	Other Income	Asset Income
John	\$43,160				Enter the greater of lines 4 or 5 from above in e.
Jane	\$13,260				
Johnnie Jr					
6. Totals	a.\$56,420	b.	c.	d.	e.\$361.00
Enter total of items from 6a. through 6.e					\$56,781
This is Annual Gross Income.					

Reviewed by: _____ Date: _____

\$ 65,250 Income Limit

\$ 56,781 Income of Household

Approved by: _____ Date: _____

Appendix "E"

FY 2015 Income Limits Documentation System

FY 2015 Income Limits Summary

FY 2013 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person
<u>Extremely Low (30%) Income Limits</u>	\$19,050	\$21,800	\$24,500	\$27,200	\$29,400	\$31,600	\$33,750
<u>Very Low (50%) Income Limits</u>	\$31,750	\$36,250	\$40,800	\$45,300	\$48,950	\$52,550	\$56,200
<u>Low (80%) Income Limits</u>	\$50,750	\$58,000	\$65,250	\$72,500	\$78,300	\$84,100	\$89,900

Income Limits change annually as per United States Department of Housing and Urban Development (HUD).

Appendix "F"

MAXIMUM PURCHASE PRICE/AFTER-REHAB VALUE LIMIT

FOR VENTURA COUNTY

As per HOME regulations at 24 CFR 92.254(a)(2)(iii)

(HOME Value Limits as of 04/13/2015)

COUNTY NAME	One-Family
VENTURA	\$418,000

Maximum Purchase Price/After-Rehab Value Limits change annually as per United States Department of Housing and Urban Development (HUD).

Appendix "G"

MAXIMUM HOME PER UNIT SUBSIDY LIMITS

As per HOME regulations Section 234 Condominium Housing ELEVATOR BASE LIMITS

(HOME Maximum Subsidy as of 03/17/2015)

Bedrooms	HOME Maximum Subsidy
0	\$137,362
1	\$157,466
2	\$191,477
3	\$247,709
4+	\$271,908

Maximum Home Per Unit Subsidy Limits change annually as per United States Department of Housing and Urban Development (HUD).

**POLICY FOR RECAPTURE OF LOANS AVAILABLE
TO INCOME-QUALIFIED HOUSEHOLDS**

This is a method used to recapture all or a portion of the direct HOME subsidy if the HOME recipient decides to sell the house ***within the affordability period (i.e., the term of the loan as determined by the amount of HOME subsidy)*** at whatever price the market will bear.ⁱ

The phrase 'direct HOME Subsidy' is the amount of HOME subsidy loaned to the homebuyer directly to lower the fair market sales price to an affordable sales price, but not any HOME subsidy given to a developer needed in order to build the housing unit.

Recapture Provisions

- "In the event that the homebuyer *fails to satisfy the requirements during the term of the loan, or otherwise defaults*, the City shall exercise its legal rights, as set forth in the promissory note and deed of trust, in order to recover the monetary assistance previously provided to the homebuyer to the maximum extent permitted by law."
- "If the recapture provisions are triggered by a sale of the housing unit, (whether voluntary or involuntary – such as foreclosure) or other default, the City shall take all necessary steps to recover the full amount of HOME funds from the net proceeds. The phrase 'net proceeds' is defined as the sales price, minus the loan repayment of the first trust deed (other than HOME funds) and any closing costs."
- The HOME Program regulations allow the City to recapture the entire HOME Subsidy, in the event the loan recipient (now homeowner) violates the affordability period requirements. However, should the 'net proceeds' not cover the entire HOME Subsidy or not cover any of the HOME Subsidy, the City is required to forgive the remaining balance of the *direct* HOME Subsidy.
- If the homeowner does not occupy the residence as a primary residence, the loan is due and payable immediately upon discovery and investigation verifies that the property is not the primary residence of the loan recipient.

These policies refer only to HOME loans listed herein and made directly to the homebuyer/ homeowner, but not to Community Housing Development Organization HOME subsidies used.

ⁱ Building HOME: A HOME Program Primer (Community Planning and Development Training, 2010)



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: *I-4*

DATE: March 29, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Daniel Rydberg, Public Works Director *DR*

SUBJECT: Purchase Order and Budget Appropriation to Purchase Refuse Transport Tractor

CONTACT: Todd Vasquez-Housley, Public Works
toddvhousley@oxnard.org, 805-890-3153

RECOMMENDATION

That City Council: 1) Approve and authorize the mayor to execute a Purchase Order No. 5769 for the purchase of a refuse transport tractor from Pape Kenworth Truck Dealership in the amount of \$111,643; and 2) Approve a budget appropriation of \$86,643 for the purchase of the refuse transport tractor.

BACKGROUND

On October 3, 2014 a City refuse transport tractor suffered collision damage and was deemed a total vehicle/property loss. The City was not at fault in this accident. A property insurance claim was approved by the City's property agent Alliance Insurance Services for the value of replacing the refuse transport tractor. Transport tractors are hitched to trailers for hauling refuse and other material from the Del Norte Regional Recycling and Transfer Station to contracted landfills and processors.

To replace the tractor, a competitive bid process was completed and among the bids received Pape Kenworth Truck Dealership of Santa Maria, California submitted the lowest responsible bid at \$111,643. Competing bids were as follows: Inland Kenworth, Inc. in Montebello at \$125,464 and NorCal Kenworth in Sacramento at \$128,175. The cost of \$111,643 to replace the tractor is partially funded by the insurance claim less the amount for the insurance deductible of \$25,000; a claim total of \$86,643. There are sufficient budgeted funds from capital outlay

machinery equipment to cover the insurance deductible of \$25,000. This is funded by the Environmental Resources Enterprise Fund 631.

FINANCIAL IMPACT

A budget appropriation in the amount of \$86,643 recognizes \$86,643 which will be reimbursed from the insurance claim and \$25,000 from the deductible expense is provided by the Environmental Resources Enterprise Fund 631 for the purchase of the refuse transport tractor.

ATTACHMENTS

- #1 Purchase Order No. 5769
- #2 Budget Appropriation



PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
005769**

DATE: 3/14/2016

VENDOR PHONE: (805)487-7572
VENDOR FAX: () -
VENDOR #: 19682
VENDOR ADDRESS: PAPE MATERIAL HANDLING INC
P.O. BOX 407
EUGENE, OR 97440
SHIP TO: ENVIRONMENTAL RESOURCES
DEL NORTE RECYCLING CTR.
111 DEL NORTE BLVD.
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
03/04/2016		0000002579	03/04/2016		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		63163148918606		RENA BASSETT	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	111,643.00 / DL	REFUSE TRANSPORT TRACTOR	1.0000	111,643.00
---	--------------------	--------------------------	--------	------------

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

APPROVE TO PRINT PO TO TAKE TO COUNCIL. STAFF REPORT
INCLUDES APPROPRIATION TO PROVIDE FUNDING-\$86K
\$25K TO COME FROM EXISTING BUDGET (ADMIN BA). TW

TOTAL PURCHASE AMOUNT

\$111,643.00

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
Order number above.

AUTHORIZED SIGNATURE. _____

ATTEST:

Tim Flynn, Mayor

Daniel Martinez, City Clerk

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

Page 1 of 2

ATTACHMENT NO. 1

PAGE 1 OF 2

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, 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 and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. 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 with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
 - ii. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. 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.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
 - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
 - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

REQUEST FOR BUDGET APPROPRIATION

Department: Environmental Resources
Project/Program
Manager: Todd Vasquez-Housley

Date: March 29, 2016

Phone: 385-7957

Reason for Adjustment:

Recognizes \$86,643 of Damage Reimbursement from the City's property insurance claim for replacement of damaged tractor vehicle no. 3255

Accounts and Descriptions

AMOUNT

Fund: Environmental Resources Operating Fund 631

Revenues /Transfers In

Solid Waste Operating Transfer Haul (6314)

631-6314-691-7518	Damage Reimbursements	86,643
-------------------	-----------------------	--------

Sub-total Revenues	86,643
--------------------	--------

Expenditures/Transfers Out

Solid Waste Operating Transfer Haul (6314)

631-6314-691-8606	Capital Outlay - Machinery New	86,643
-------------------	--------------------------------	--------

Sub-total Expenditures	86,643
------------------------	--------

Net Change to Fund Balance	0
-----------------------------------	----------

Net Appropriation Change	86,643
--------------------------	--------

Approvals

Department Director _____ 2-2-16.

Chief Financial Officer

City Manager _____

ATTACHMENT NO. 2
PAGE 1 OF 1

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only)

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: L-1

DATE: March 29, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager *(Signature)*

FROM: Christine Williams, Controller *(Signature)*

SUBJECT: Update on the City's Annual Financial Audit

CONTACT: Christine Williams, Finance
Christine.Williams@oxnard.org, 385-7468

RECOMMENDATION

That City Council receive an update on the City's Annual Financial Audit.

BACKGROUND

On February 23, 2016, Council received an update from the auditing firm Eadie and Payne ("Auditors"), who reported serious challenges they encountered during the audit of financial statements for June 30, 2015. Some of the preliminary findings included major balance sheet categories including cash and investments, receivables, capital assets, accounts payable and long-term debt needed to be analyzed and reconciled. This required additional support from financial professional experts to assist with analyzing the accounts and preparing audit schedules. Additionally, the list below illustrates the types of tasks that are being completed to ensure the audit moves forward.

- Assists with the assembly of lead schedule preparation, reconciliation, and supporting documentation, as needed
- Review working papers and files prepared by City staff for delivery to the external auditor
- Assist with completion of Cash, Cash with Fiscal Agents and Investments, Accounts Receivable, Notes Receivable, Revenue Analyses, Federal and State Grants, Fund Balances/Net Assets, Transfers, and Expenditure Analysis.

Work is currently in progress on the review of the Community Development Commission (CDC) cash balances and ROPs, Notes Receivable/Home Loan Programs, Accrued Payroll Liabilities and other areas as identified in the audit. This work is behind schedule in the 'in progress' areas and will likely proceed through beginning of April due to issues encountered in the review of the City's records in support of the balances in these funds. The summary of historical Recognized Obligation Payment Schedule (ROPS) funding requests, Redevelopment Properties Tax Trust Fund (RPTTF) deposits, and net RPTTF amounts available for expenditures is anticipated to be completed by March 28. Summary of actual expenditures will be completed by April 4 along with reconciliation to CDC fund balances and cash. The Housing Loan Program and other areas to the extent practical is anticipated to be completed by March 31.

On March 9, 2016, the City, Auditors, and a principal from Urban Futures reported to the Fiscal Policy Task Force that approximately 30% of the audit schedules had been completed. As of March 23, 2016, over 50% of audit schedules requested by Auditors have been completed. City staff and consultants are working feverishly to complete the remaining 50% of outstanding items by March 31.

For this evening's presentation, Eadie and Payne will provide a more detailed report on their progress since they resumed fieldwork on March 21, 2016 and a representative from Urban Futures, one of the financial firms assisting the City will provide a report on the preparation of audit schedules.

FINANCIAL IMPACT

There is no financial impact to the General Fund by accepting this report. Council has previously approved agreements with the auditing firm and the additional qualified staff for completion of the FY 2014-2015 Financial Audit.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: L-2

DATE: March 29, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Daniel Rydberg, Public Works Director

SUBJECT: Agreement with Siemens Industry, Incorporated (Siemens) for the Purchase and Installation of Video Camera Security and Surveillance Equipment for the Del Norte Regional Recycling and Transfer Station (Del Norte Facility)

CONTACT: Todd Vasquez-Housley, Public Works
toddvhousley@oxnard.org, 805-890-3153

RECOMMENDATION

That City Council:

1. Approve and authorize the City Manager to execute an agreement with Siemens in the amount of \$176,717 for the purchase and installation of video camera security and surveillance equipment for the Del Norte Facility (Agreement No. A-7859).
2. Approve the appropriation of funds in the amount of \$176,717 from the Solid Waste Security & Contamination Fund Balance to provide for the purchase and installation of video camera security and surveillance equipment.

BACKGROUND

On September 25, 2013, the City Council approved the Business and Operations Transition Plan to allow the City to ensure continuity of services and the protection of the health and safety of operational personnel and customers at the Del Norte Facility. With this Plan, the City began independent operations of the Del Norte Facility on February 1, 2014.

In compliance with the Business and Operation Plan, the Environmental Resources Division (ER) recommends purchasing and installing a video security and surveillance system at the Del Norte Facility. A video camera system allows monitoring of the flow of material and monitoring of un-supervised areas. Archived video recordings can be used for employee training; identifying the origin of material; and investigating accidents, theft and injuries.

Although the addition of a video camera system does not directly create a revenue stream to measure effectiveness against cost or return on investment, the video documentation potentially saves valuable labor hours to investigate accidents and injuries, origin of prohibited material, and offsets loss potential related to unsafe practices.

ER recommends purchasing a video camera system using a cooperative agreement with the National Joint Powers Alliance (NJPA). The NJPA maintains a collection of pre-negotiated contracts from vendors for government agencies to view and make competitive purchases with the knowledge that all legal procurement obligations have been verified. The City of Oxnard is a member agency of the NJPA and has made cooperative procurements through the NJPA; this process was used by ER to purchase heavy equipment as a result of the Business and Operations Transition Plan approved by Council on September 25, 2013.

Under the NJPA, ER seeks to purchase the Milestone System already used by a number of City departments including the Security Operations Center, Oxnard Transportation Center and the Oxnard Police Department. Standardization of the Milestone system makes collaborative work or sharing video data among users seamless. Additionally, control card reader systems can integrate into the Milestone system greatly expanding the security effect.

The NJPA awarded a contract to Siemens to provide facility security equipment using the Milestone System. Siemens is a top tier global company that offers security systems and support required for a city of our size. Their proven implementation of surveillance and access control systems with cities like Santa Ana and Oxnard are good examples. They've also proven their ability to support our "24x7" people and systems over the past five plus years.

Siemens will provide and install twenty-one cameras with scale-able fiber infrastructure from the camera areas to central circuit distribution locations at the Del Norte Facility. The scope includes video management storage for up to 30 days; three video workstations with monitors for the scale house and dispatch center/control room; software connection through personal computers and iPhone systems (for authorized users). Facility video can also be projected in the Del Norte Education Center for education, outreach and training purposes. Siemens will provide employee training. The cost for this system is \$176,717 which includes a one-year warranty on parts and labor.

Fund balance is available in the Environmental Resources Security and Contamination Prevention Fund 638 for the equipment and installation of the video camera security surveillance system. Funded by rate payers at .12 cents per container on a monthly basis, the Security Fund was established by City Ordinance No. 2861 for the purpose of enhancing security and safety to

ER operations. Use of these funds has been specifically approved through the Business and Operations Transition Plan.

FINANCIAL IMPACT

The fund balance for the Environmental Resources Security and Contaminating Prevention Fund (Fund 638) as of February, 2016 is \$713,110. The \$176,717 appropriation for the purchase and installation of the video camera security and surveillance equipment will leave a fund balance of \$536,393.

ATTACHMENTS

- #1 - Agreement No. A-7859
- #2 - Budget Appropriation

**AGREEMENT FOR TRADE SERVICES
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/15)**

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, this ____ day of March, 2016, by and between the City of Oxnard ("City") and Siemens Industry, Incorporated ("Vendor"), to provide equipment and to install a digital video surveillance system at the Del Norte Regional Recycling and Transfer Station ("the Facility"), subject to the following terms and conditions:

1. Vendor shall provide equipment and install a digital video surveillance system as more particularly set forth in Exhibit A attached herein and incorporated by reference in full herein (the "Services").

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below. Vendor shall perform the Services during open hours of the Facility from 8:00 a.m. to 5:00 p.m. City shall provide Vendor a boom lift during Vendor's performance of the Services. In performance of the Services Vendor shall not interrupt operations at the Facility. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on April 1, 2016, and shall end on December 31, 2016. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for the Services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. City shall pay Vendor an amount not to exceed \$176,717 for the Services performed during the term of this Agreement as set forth in Exhibit A to include the amount of \$79,134 for hardware equipment and \$97,583 for labor. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor, its employees, subcontractors, agents and sub-vendors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated

herein by reference as **Exhibit B**. While this Agreement is in effect, Vendor shall pay such employee no less than \$14.92 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2016, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

6. a. To the fullest extent permitted by law, Vendor shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Vendor's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Vendor from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide

independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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

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

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

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

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

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

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

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

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

13. Any notices to Vendor may be delivered personally or by mail addressed to: Siemens Industry, Incorporated, 10775 Business Center Drive, Cypress, CA 90630 Attention Doug Hicks, Business Development Manager. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard – Environmental Resources Division, 111 South Del Norte Boulevard, Oxnard, CA 93030 Attention: Todd Vasquez-Housley, Project Manager

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

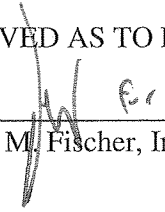
15. Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all the Services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain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

16. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Vendor in performing the Services. All expenses incident to the performance of the Services shall be borne by the Vendor, including, but not limited to rent, vehicle, and travel, lodging, meals, entertainment and promotion, overhead, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Vendor. Vendor 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 Vendor in the performance of such Services.

CITY OF OXNARD

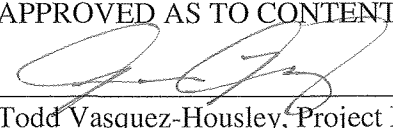
Greg Nyhoff, City Manager

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:

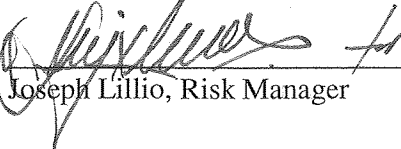
 
For _____
Todd Vasquez-Housley, Project Manager

VENDOR



Eric Ackermann, Southern California Area
Manager

APPROVED AS TO INSURANCE:



Joseph Lillio, Risk Manager

EXHIBIT A SCOPE OF WORK

Project Summary:

Vendor shall provide and install hardware equipment including the installation of twenty-one (21) cameras with fiber infrastructure from designated camera areas to central circuit distribution locations at the Facility. The scope includes video management storage for up to 30 days, three video workstations with monitors for the scale house and dispatch center/control room, software connection through personal computers, iPhone systems and the Education Center. Vendor shall provide employee training and user guides. Vendor's includes a one-year warranty on parts and labor.

A video camera surveillance system allows monitoring of un-supervised areas that pertain to potential safety and security issues such as persons attempting to scavenge items from the trash, faking an injury or accident, misappropriate cash handling, and personal use of equipment, tools, parts and supplies. Achieved video recordings can be used for employee training, calling attention to unsafe ongoing/daily conditions or processes and investigating accidents and injuries.

Scope of Work:

Core Fiber Infrastructure Build out:

1. Vendor shall provide and install the necessary fiber to connect the various IDF locations to the Designated main distribution facility (MDF) or server room located on the first floor of the Facility's Administration Office Building.
2. Vendor shall provide and install new twelve (12) strand fiber from each of the IDF locations back to the MDF on the first floor of the Administration Office Building. Vendor assumes there is an existing conduit path from each of these locations back to the MDF. Following are the proposed fiber paths for the Facility:
 - South Scale House to MDF first floor of the Administration Office Building
 - North Scale House to MDF first floor of the Administration Office Building
 - The Maintenance Shop to MDF first floor of the Administration Office Building
 - Buyback Center to MDF first floor of the Administration Office Building
 - MRF second floor to MDF first floor of the Administration Office Building
3. Vendor shall provide and install new fiber, a new fiber patch panel for the video surveillance system while connecting the new fiber to the existing fiber patch panel for the existing data services. The fiber patch panels shall connect to the Facility provided switches in each of IDF and MDF cabinets.

Camera 1: Administration Office Building – Main

- Vendor shall provide and install one outdoor fixed camera to provide coverage of area near main entrance.
- Vendor shall provide and install the necessary cabling required to connect camera to the Facility supplied switch, which shall be located on the first floor of the administration office area near the break room.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to the Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall to test/configure/focus each camera.

Camera 2: Administration Office Building – Door Entrance facing Sturgis Road

- Vendor shall provide and install one outdoor fixed camera, field of view will be door entrance and the area around it.
- Vendor shall provide and install the necessary cabling required to connect camera to a Facility supplied switch which will be located on the first floor of the administration office area near break room.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Camera 3: Administration Building Second Floor – Cash Counting Room

- Vendor shall provide and install one indoor fixed camera to provide coverage of cash counting area.
- Exact camera placement shall be determined at post award site walk.
- Vendor shall provide and install the necessary cabling required to connect camera to a Facility supplied switch which shall be located on the first floor of the administration office area near break room.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.

- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Camera 4: Buy Back Center – Above Cash Register

- Vendor shall provide and install one indoor fixed camera to provide coverage of cash register and the immediate area.
- Exact camera placement will be determined at post award site walk.
- Vendor shall provide and install the necessary cabling required to connect camera to a Facility supplied switch which shall be located in the Buy Back IDF equipment area.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Camera 5: Buy Back Center – Parking Lot and Customer Assistance Area

- Vendor shall provide and install one outdoor fixed camera to provide coverage of buy back area parking area and customer assistance area.
- Exact camera placement will be determined at post award site walk.
- Vendor shall provide and install the necessary cabling required connecting the newly installed camera to a Facility supplied switch which shall be located in the Buy Back IDF equipment area.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Camera 6: Dispatch/Control Room Office – Moneybag Handling

- Vendor shall provide and install one indoor fixed camera to provide coverage of moneybag handling area within the dispatch/control room.
- Exact camera placement will be determined at post award site walk.
- Vendor shall provide and install the necessary cabling required to connect camera to the nearest Facility supplied switch.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Camera 7: South Scale House – Above cash register 1

- Vendor shall provide and install one (1) fixed indoor dome camera in south scale house above cash register 1 that will view money chain of custody.
- Vendor shall provide and install the necessary cabling required to connect the newly installed camera to a Facility supplied switch which shall be located under the counter in the south scale house.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Camera 8: South Scale House – Above cash register 2

- Vendor shall provide and install one (1) fixed indoor dome camera in South Scale House above cash register 2 that will view money chain of custody.

- Siemens to provide and install the necessary cabling required to connect the newly installed camera to a Facility supplied switch which shall be located under the counter in the south scale house.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Cameras 9 & 10: South Scale House Lanes 1 & 2

- Vendor shall provide and install two (2) fixed outdoor cameras on short poles near south scale house. Each camera will view license plates of trucks as they pull up to south scale house.
- Siemens to provide and install the necessary cabling required to connect cameras to a Facility supplied switch which shall be located in the south scale house area IDF room.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Camera 11: Del Norte Truck Entrance

- Vendor shall provide and install one (1) outdoor fixed camera either on wall or on a pole near the Facility truck entrance. The camera shall provide overview of truck exiting the area.
- Siemens to provide and install the necessary cabling required to connect cameras to a Facility supplied switch which shall be located in the south scale house area IDF room.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Camera 12: Container Storage Area

- Vendor shall provide and install one (1) outdoor fixed camera on light pole near south scalehouse. Cameras will be mounted approximately 20 feet up the pole. The cameras shall provide an overview of the container storage area.
- Vendor shall provide and install the necessary cabling required to connect the camera to the nearest Facility supplied switch.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Cameras 13 & 14: Southwest side of Facility building: Rolloff bins, finished bales and loading dock area

- Vendor shall provide and install two (2) fixed outdoor cameras mounted high up on the southwest side of the MRF Facility. The cameras will provide an overview of the bin, bale and loading dock areas.
- Vendor shall provide and install the necessary cabling required to connect the camera to the nearest Facility supplied switch.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Cameras 15 & 16: Self Haul Area – Ports A & B

- Vendor shall provide and install two (2) fixed outdoor cameras mounted high up in the Facility area. The cameras shall be focused on ports A & B and provide an overview of the bin, bale and loading dock areas.
- Vendor shall provide and install the necessary cabling required to connect the camera to the nearest Facility supplied switch.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.

- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Camera 17: Facility's Material Recovery Line – Greens and Recycle Curbside Mix

- Vendor shall provide and install one (1) fixed camera in beam or wall near the designated area.
- Final camera location will be determined at post award site walk.
- Vendor shall provide and install the necessary cabling required to connect the camera to the nearest Facility supplied switch.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Camera 18: Facility's Material Recovery Line – Recycle Curbside Mix

- Vendor shall provide and install one (1) fixed camera in beam or wall near the designated area.
- Final camera location will be determined at post award site walk.
- Vendor shall provide and install the necessary cabling required to connect the camera to the nearest Facility supplied switch.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Camera 19: Facility's Material Recovery Line – Recycle Curbside Mix

- Vendor shall provide and install one (1) fixed camera in beam or wall near the designated area.
- Final camera location will be determined at post award site walk.
- Vendor shall provide and install the necessary cabling required to connect the camera to the nearest Facility supplied switch.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Camera 20: Waste Tipping floor Commercial

- Vendor shall provide and install one (1) fixed camera in area designated as waste tipping floor commercial, near the lobby area.
- Final camera location will be determined at post award site walk.
- Vendor shall provide and install the necessary cabling required to connect the camera to the nearest Facility supplied switch.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Camera 21: MRF Truck Exit

- Vendor shall provide and install one (1) fixed camera on wall or the building near the area designated as MRF truck exit.
- Final camera location will be determined at post award site walk.
- Vendor shall provide and install the necessary cabling required to connect the camera to the nearest Facility supplied switch.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.

- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Video Management Software Solution:

- Vendor shall provide and install three (3) video workstations with monitors, two will be installed in the scale house and third will be installed in the dispatch/control room.
- Vendor shall provide and install a video storage server within the MDF room of the Administrative Office Building. The video storage server shall support 30 days of video storage for the twenty one (21) cameras being installed.
- Vendor shall install the Milestone client software on customer provided workstation within the video/audio room known as the Education Center. Vendor shall work with the City's Information Technology staff to get the audio functioning in the Education Center.
- Vendor shall provide 8 hours of training to the City staff.
- Vendor shall instruct the Project Manager and the City's Information Technology staff on how to install the Milestone client software on one additional workstation. Future installs will then be performed by the City.
- **Software Connection through PC and iPhone:** the Milestone iPhone application is free, Vendor shall instruct the Project Manager and City's Information Technology staff on the steps required to load/view the Milestone application via an iPhone. In order for the cameras to be viewed remotely the video surveillance system will need to attach to the City's network and will need to be accessible via the internet.

DETAILED LIST OF MATERIALS AND PRICING

CATEGORY	HARDWARE	LABOR
Fiber Infrastructure	\$36,000	\$57,333
Network Switches – Facility Provided	\$0	\$0
Video Management Software, Storage, Servers	\$19,009	\$13,050
Cameras and Horizontal Components	\$24,125	\$27,200
Totals:	\$79,134	\$97,583

Vendor's labor rate shall be \$113.30 per hour as listed in the category of Security and labor type of Construction Technician in Region 1 Los Angeles based on the NJPA bid award contract number 031913-E.

No.	Qty.	Model	Description	Unit Cost	Unit Total
1	1	SNC-VB630	Camera, Fixed 1080p	\$1,081.17	\$1,081.17
2	1	DV10X8SR4ASA1	Lens, 8-80mm Megapixel optimized	\$405.34	\$405.34
3	1	SNC-UNIHBI	Housing, Outdoor, Heater/Blower	\$248.32	\$248.32
4	18	SNC-EM632R	SNC-EM632R, SONY RUGGED OUTDOOR IP MINIDOME	\$982.81	\$17,690.53
5	18	UNI-WMB4	Wall Bracket	\$63.44	\$1,141.96
6	3	SNC-VB632D	Camera, Exterior Bullet Style 1080p	\$1,183.40	\$3,550.19
7	3	UNI-WMB4	Wall Bracket	\$63.44	\$190.33
8	3	UNI-CMA1	UNI-CMA1, ALUMINUM CORNER MOUNT ADAPTER	\$99.82	\$299.45
9	1	XPCOBT	MILESTONE XPROJECT CORPORATE BASE SERVER	\$2,861.85	\$2,861.85
10	21	XPCODL	MILESTONE XPROJECT CORPORATE DEVICE LICENSE	\$295.75	\$6,210.68
11	1	YXPCOBT	MILESTONE ONE YEAR SOFTWARE UPGRADE PLAN (SUP) FOR XPROTECT CORPORATE BASE SERVER	\$516.64	\$516.64
12	21	YXCODL	MILESTONE ONE YEAR SUP FOR XPROTECT CORPORATE DEVICE LICENSE	\$53.51	\$1,123.71
13	1000	9C6P4-E2-06-RXA	Cable, Category 6 CMP	\$0.61	\$614.20
14	4	#6NF4	COMMSCOPE CAT6 OUTDOOR RATED CABLE. 1000 FOOT ROLE	\$407.12	\$1,628.48
15	21	MC6-03-06	MC6-05-02, CATEGORY 6 PATCH 5 FOOT	\$10.50	\$220.51
16	21	MC6-05-06	Patch Cord Cat 6, 5 foot	\$10.50	\$220.51
17	3	KIL59UT#ABA	HP WORKSTATION	\$2,132.87	\$6,398.60
18	3	D7Q14A8#ABA	HP 21.5IN LED 1920X1080 1000:1 Z221 VGA DVI-D BLACK 8MS	\$301.64	\$904.93
19	2	11900-724	Wall Cabinet	\$795.11	\$1,590.23
CORE INFRASTRUCTURE					
20	2290	PDCN1000F5000RO	Easter OSP-1 inch Orange Innerduct (with pull tape)	\$0.51	\$1,532.08
21	300	PDCN1000F5000RO	Eastern 1" Plenum Innerduct	\$2.12	\$637.23

			Orange		
22	4945	012T8P-31190-29	Corning FREEDM One 12-Fiber OM4 MM 50 um Tight-Buffered Plenum	\$4.40	\$21,762.95
23	120	95-050-99-X	Corning LC UniCam OM3/OM4 MM 50um Connector	\$20.83	\$2,499.73
24	10	CCH-CP12-E4	Corning 12-Fiber OM3/OM4 50um Duplex LC Adapter Panel	\$110.83	\$1,108.28
25	1	CCH-03U	Corning 3U Rack Mount Connector Housing for 6 Panels	\$339.72	\$339.72
26	1	CCH-01U	Corning 1U Rack Mount Connector Housing for 2 Panels	\$268.48	\$268.48
27	4	WCH-02P	WCH-02P, PATCH PANEL, FIBER OPTIC, WALL	\$105.60	\$422.39
28	20	050502T5116002M	Corning OM3 MM LC/LC Fiber Jumper 2M	\$45.57	\$911.41
29	20	050502T5116003M	Corning OM3 MM LC/LC Fiber Jumper 3M	\$47.06	\$941.18
TOTAL:					\$79,134.00

EXHIBIT B

LIVING WAGE POLICY

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

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

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

Exhibit 1

Living Wage Policy

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

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

Exhibit B Page 3 of 4

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2015**

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$14.92 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2016, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

Exhibit B Page 4 of 4

INSURANCE EXHIBIT [I]
INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

1. Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant.

2. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-I. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030

3. Vendor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Vendor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-I or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-I.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

City of Oxnard

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

	Telephone: ()	Date Signed _____
--	---------------------	-------------------

Rev. 1/16



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/04/2015

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

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

PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454		CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL: ADDRESS:	
100129-6-7BA-SBT1-15/16 610 WRIGH XXXX		INSURER(S) AFFORDING COVERAGE	
INSURED SIEMENS INDUSTRY, INC. BUILDING TECHNOLOGIES 1000 DEERFIELD PARKWAY BUFFALO GROVE, IL 60089		NAIC # INSURER A : HDI-Gerling America Insurance Company 41343 A INSURER B : The Travelers Indemnity Company 25658 A++ INSURER C : Travelers Property Casualty Co. of America 25674 A++ INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

NYC-007209274-22

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			GLD1110107	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ INCL
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			TC2JCAP7440L34A15	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TC2JUB7440L27115 (AOS) TRKUB7440L28315 (AZ, MA, OR & WI) TWXJUB7440L33815 (OH & WA) ""\$500K LIMIT / \$500K SIR""	10/01/2015 10/01/2015 10/01/2015	10/01/2016 10/01/2016 10/01/2016	☒ 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)

RE: ALL OPERATIONS

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

CITY OF OXNARD ATTN: RISK MANAGER, REFERENCE NO. _____ (N/A AT THIS TIME) 300 W. THIRD STREET, SUITE 302 OXNARD, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 100129

LOC #: Morristown



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, INC.		NAMED INSURED SIEMENS INDUSTRY, INC. BUILDING TECHNOLOGIES 1000 DEERFIELD PARKWAY BUFFALO GROVE, IL 60089
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

RE: ALL OPERATIONS

CITY OF OXNARD, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED UNDER THE ABOVE REFERENCED GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE POLICIES AND THE COVERAGE AFFORDED THE ADDITIONAL INSURED UNDER THESE POLICIES SHALL BE PRIMARY AND NON-CONTRIBUTORY INSURANCE TO THE EXTENT THAT A CLAIM ARISES FROM THE NEGLIGENCE OF SIEMENS INDUSTRY, INC. OR ITS SUBCONTRACTORS WITH RESPECT TO ALL OPERATIONS OF THE INSURED BUT ONLY WITH RESPECT TO ALL WORK PERFORMED BY AND ON BEHALF OF THE NAMED INSURED, SIEMENS INDUSTRY, INC. FOR CERTIFICATE HOLDER UNDER CONTRACT.

\$1,000,000 PROFESSIONAL LIABILITY IS INCLUDED UNDER THE GENERAL LIABILITY POLICY.

COMPLETED OPERATIONS COVERAGE IS INCLUDED IN THE GENERAL LIABILITY POLICY.

HDI-GERLING AMERICA INSURANCE COMPANY

MANUSCRIPT ENDORSEMENT # 34

Policy Number
GLD11101-07

Named Insured
SIEMENS CORPORATION

Policy Period:	Inception (M-D-Y)	Expiration (M-D-Y)	Effective Date and Time of Endorsement
	10-01-2015	10-01-2016	10-01-2015 12:01 a.m. Standard Time at Address of the Insured.

This Endorsement Changes The Policy. Please Read It Carefully.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

Who is an insured is amended to include as an insured any person whom you are required to add as an additional insured on this policy under a written agreement. The insurance coverage provided to such additional insured applies only to the extent required within the written agreement.

The insurance coverage provided to the additional insured person shall not provide any broader coverage than you are required to provide to the additional insured person in the written agreement and shall not provide limits of insurance that exceed the lower of the Limits of Insurance provided to you in this policy, or the limits of insurance you are required to provide in the written agreement.

The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent, or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the written agreement specifically requires that this insurance apply on a primary basis, this insurance is primary. If the written agreement specifically requires this insurance apply on a primary and non-contributory basis this insurance is primary to other insurance available to the additional insured and we will not share with that other insurance.

This endorsement shall prevail over additional insured endorsements that may apply under this policy unless required otherwise in the written agreement.


Authorized Representative

CITY OF OXNARD, ITS OFFICERS, AGENTS,
EMPLOYEES & VOLUNTEERS

All terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

Page ..

POLICY NUMBER: TC2J-CAP-7440L34A-TIL-15

COMMERCIAL AUTO
ISSUE DATE: 09-09-15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
CITY OF OXNARD, ITS OFFICERS,
AGENTS, EMPLOYEES & VOLUNTEERS

ANY PERSON OR ORGANIZATION WHOM YOU HAVE
AGREED TO ADD AS ADDITIONAL INSURED, BUT
ONLY TO COVERAGE AND MINIMUM LIMITS
REQUIRED IN A WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Cov-

ered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00)-

POLICY NUMBER: TC2JUB-7440L27-1-15

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON: CITY OF OXNARD, ITS OFFICERS, AGENTS, EMPLOYEES & VOLUNTEERS

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHOM A WAIVER OF
SUBROGATION IS REQUIRED BY CONTRACT OR AGREEMENT OR
PERMIT, BUT COVERAGE IS LIMITED TO THE SCOPE OF THE
WORK PERFORMED BY THE INSURED UNDER SUCH CONTRACT,
AGREEMENT OR PERMIT.

DATE OF ISSUE: 09-14-15

ST ASSIGN:

REQUEST FOR BUDGET APPROPRIATION

Department: Environmental Resources
Project/Program
Manager: Todd Vasquez-Housley

Date: March 22, 2016
Phone: 385-7957

Reason for Adjustment:

To fund Agreement No. A-7859 with Siemens Industry for the purchase and installation of video camera security and surveillance equipment for the Del Norte Regional Recycling and Transfer Station

Accounts and Descriptions

AMOUNT

Fund: **ER SEC & CONTAMINATION Fund 638**

Expenditures/Transfers Out

SECURITY & CONTAMINATION (6315)

638-6315-891.86-06 CAP. OUTLAY EXPENDITURES / MACHINERY & EQUIP-NEW 176,717

Sub-total Expenditures 176,717

Net Change to Fund Balance (176,717)

Net Appropriation Change (176,717)

Approvals

Department Director

David Gabor 3-19-16
3-9-16.

Chief Financial Officer

City Manager

ATTACHMENT NO. 2
PAGE 1 OF 1

DRAFT

AGENDA ITEM NO. *N-1*

March 29, 2016

DRAFT

California State Coastal Conservancy
Attn: Proposition 1 Grant Review Committee
1330 Broadway, 13th Floor
Oakland, CA 94612-2530

Re: The Nature Conservancy Application for Proposition 1 Grant Funding – Ormond Beach Wetland Acquisition

To Whom It May Concern:

On behalf of The City of Oxnard, I am writing to support The Nature Conservancy ("TNC") application for Proposition 1 grant funding to acquire the Southland Sod property at Ormond Beach, Ventura County. The City has worked with TNC and the California State Coastal Conservancy for over a decade to protect the Ormond Beach area. The property acquisition funded by this grant would be a critical step to reaching our mutual goal of restoring as much habitat as possible at Ormond Beach.

The City's commitment to restoring and permanently protecting Ormond Beach is reflected in its long-range planning. Oxnard's 2030 General Plan identifies GOAL CD-22 (Environmentally sound Ormond Beach wetlands with appropriate public access) and implementing Policy CD-22.2 (Develop an Ormond Beach Visitor Access Plan). In addition, the 2030 General Plan includes GOAL ER-4 (Protected, restored, and enhanced sensitive habitat areas) with several implementing policies that are relevant to the Ormond Beach area, including Policy ER-4.1 (Encourage Protection of Sensitive Habitat), Policy ER-4.5 (Planning in Sensitive Areas).

The Ormond Beach acquisition and wetland restoration will provide multiple benefits prioritized by the California State Coastal Conservancy for its Proposition 1 funding, including ecological conservation of one of the largest wetland areas in Southern California, climate change adaptation, and public access for recreation and education.

I encourage your support of TNC's application and this important coastal area.

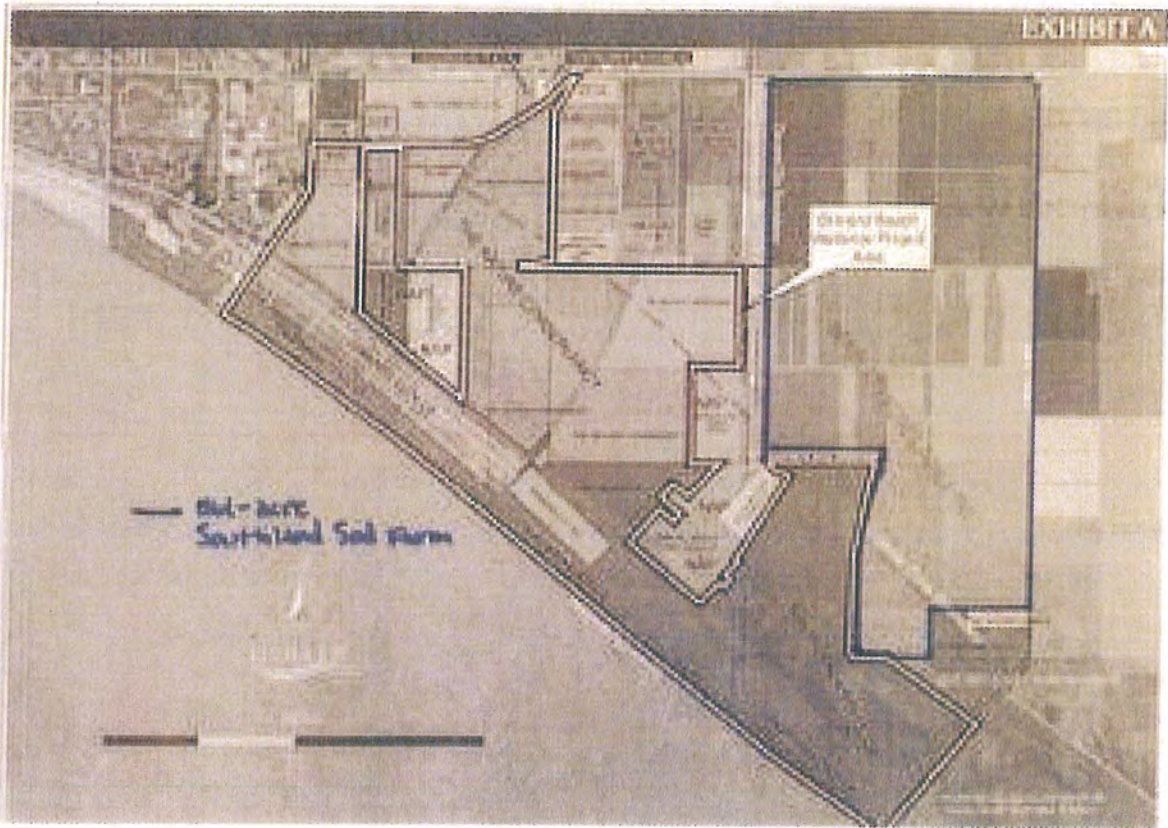
Sincerely,

Tim Flynn
Mayor

cc: Lily Verdone, Project Director, The Nature Conservancy

3/24/2016

OB 561 acres





**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Council Business

AGENDA ITEM NO.: N-2

DATE: March 29, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Maria A. Hurtado, Assistant City Manager

SUBJECT: Consider Mayor Pro Tem Ramirez's Request to Add an Item on the Agenda Related to provide new direction to staff to place a Save Open Space and Agricultural Resources (SOAR) measure on the ballot extending SOAR to 2050

CONTACT: Maria Hurtado, Assistant City Manager
Maria.hurtado@oxnard.org, 385-7430

RECOMMENDATION

That City Council discuss and determine whether an item related to providing new direction to staff to place a SOAR measure on the ballot extending SOAR to 2050. On March 15, 2016, Council voted 4 to 1 to prepare a ballot measure extending SOAR to 2030.

DISCUSSION

At the City Council meeting held on March 22, 2016, Mayor Pro Tem Ramirez requested that City Council consider placing an item on a future Council agenda to discuss providing new direction to staff to place a SOAR measure on the ballot extending SOAR to 2050.

The purpose of this agenda item is to provide Council an opportunity to discuss whether staff time and City resources should be devoted to researching and writing a staff report to place this item on a future agenda for Council's discussion.

STRATEGIC PLAN

Although SOAR itself is not included in the draft strategic business plans that will be brought to Council on April 5, 2016, items related to protecting agricultural land and open space are included and addressed in the Infrastructure and Natural Resources Strategy. Specifically, the following items are included in the following draft goal and objectives:

Goal 4: Ensure orderly development and long-range conservation and management of natural resources and coastal assets.

Objective 4C: Protect ocean and waterways.

Objective 4d: Ensure residential and commercial development is consistent with General Plan goals.

FINANCIAL IMPACT

The fiscal impact of placing this item on a future agenda for Council discussion includes the cost of staff time, and depending on the outcome of that discussion, may have general fund impact, which would be determined at the time the item is agendaized.

ATTACHMENTS

None.