

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 Meeting
Council Chambers, 305 West Third Street
May 10, 2016
4:30 P.M. – Study Session
6:00 P.M. – Regular Session

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: OXNARD CITY COUNCIL AND OXNARD HOUSING AUTHORITY.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION

D. 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.

E. STUDY SESSION – 4:30 P.M.

1. SUBJECT: Smoking Study Session.

RECOMMENDATION: That City Council hold a study session regarding a potential smoking ordinance and provide direction to staff.

Legislative Body: CC

Contact: Stephen M. Fischer

Phone: 385-7483

F. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States

G. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating the Week of May 15 -21, 2016 as "Public Works Week".

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.

H. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. 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.

I. REVIEW OF INFORMATION/CONSENT AGENDA

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

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION CONSENT AGENDA**City Attorney Department****1. SUBJECT: Adoption of City Council Procedures Manual.**

RECOMMENDATION: 1) That City Council adopt a resolution to adopt the City Council Procedures Manual developed through the City Council Procedures Committee; and 2) That the Housing Authority adopt a resolution to adopt Chapter 3 of the City Council Procedures Manual developed through the City Council Procedures Committee.

Legislative Body: CC/HA Contact: Stephen M. Fischer Phone: 385-7483

City Clerk Department**2. SUBJECT: Minutes of the Regular Meeting of the Oxnard City Council for April 12 and 19, 2016.**

RECOMMENDATION: Approve.

Legislative Body: CC Contact: Daniel Martinez Phone: 385-7803

City Manager Department**3. SUBJECT: Agreements for City Council Review.**

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

Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430

Fire Department

4. **SUBJECT:** Authorization to Apply for Grant from the Federal Emergency Management Agency to Assistance to Firefighters Grant – Fire Prevention and Safety Grant in the Amount of \$175,000.

RECOMMENDATION: That City Council adopt a resolution authorizing: 1) The Fire Chief to submit an application to the Federal Emergency Management Agency (FEMA) Assistance to Firefighters grant in the amount of \$175,000; 2) The City Manager to execute the grant agreement if grants funds are awarded to the City; 3) The Finance Director to appropriate the funds and perform all other required financial actions; 4) The Fire Chief or designee to submit non-financial reports.

Legislative Body: CC

Contact: Bryan Brice

Phone: 385-7702

L. PUBLIC HEARINGS

M. APPOINTMENT ITEMS

N. REPORTS

Finance Department

1. **SUBJECT:** Correct Clerical Error Calculation of Interest Income Budgeted in FY 2015-16 for All Maintenance Assessment Districts. (05/15)

RECOMMENDATION: That City Council approve a budget adjustment to reduce the interest income budgeted in Fiscal Year 2015-16 for all the Maintenance Assessment Districts.

Legislative Body: CC

Contact: Maria Hurtado

Phone: 385-7430

Development Services Department

2. **SUBJECT:** Adoption of Speed Zone Surveys. (05/10)

RECOMMENDATION: That City Council adopt the Citywide Speed Zone Survey (SZS) which establishes the posted speed limits on City streets.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

3. **SUBJECT:** Update on Traffic Engineering Projects. (10/45)

RECOMMENDATION: That City Council receive a report on Traffic Engineering Projects including the Intelligent Transportation System (ITS), Truck Routes, and the Rice Avenue Bridge over Fifth Street/Union Pacific Railroad (UPRR) Tracks.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

Public Works Department

4. SUBJECT: Joint Use Agreement with Oxnard School District. (10/10)

RECOMMENDATION: That City Council approve the Joint Use Agreement No. A-7870 with the Oxnard School District to allow exclusive use of a portion of Lemonwood Park, located at 2055 East San Mateo Road, from 8:00 a.m. to 3:30 p.m. each and every day that school is in session for a period of approximately 24 months.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

5. SUBJECT: Approve South Oxnard Branch Library Settlement Appropriation (15/15)

RECOMMENDATION: That City Council approve a budget appropriation in the amount of \$905,000 from the General Fund – Fund Balance for the remediation of water damage and skylight at the South Oxnard Branch Library via Capital Outlay Fund - South Oxnard Improvement Capital Project.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

O. 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.

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

Q. 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.

R. ADJOURNMENT



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM:
AGENDA ITEM NO.: 1

DATE: May 10, 2016
TO: City Council
FROM: Stephen Fischer, City Attorney
SUBJECT: Smoking Study Session
CONTACT: Stephen Fischer, City Attorney
Stephen.Fischer@oxnard.org, 385-7483

RECOMMENDATION:

That City Council hold a study session regarding a potential smoking ordinance and provide direction to staff.

BACKGROUND

The City Council first held a study session in October on potential smoking regulations. After that session at Council direction staff held further sessions with certain community advisory groups for further public outreach. In December the INCO and other members of the public gave their input on smoking regulations. Although there was no consensus, the majority opinion was that smoking regulations should apply to public recreation areas, especially city parks. The majority of the comments at that meeting did not support restrictions on private property, such as restaurant patios.

In January an ordinance reflecting this community input was brought back before the Council. The proposed ordinance prohibited smoking in recreational areas of the city and smoking regulations of private property was left up to property owners. Some members of the City Council and members of the public at the meeting voiced a desire for stronger restrictions and for the city to “get an A” (referring to the annual grades issued by the American Lung Association). Ultimately the Council asked staff to get further input from the Parks, Recreation and Community Services Commission (PRCS).

The City Attorney’s office met with the PRCS at the end of January. Comments from PRCS members and the public in attendance included the desire to include e-cigarettes in regulations

and prohibiting smoking in public gathering areas. However, the PRCS did not want to make recommendations for areas beyond what they viewed as their traditional mandate of parks and recreation. The PRCS did approve of the proposed ban on smoking in recreational areas previously submitted to the City Council.

The community meetings have gathered general opinions on the issue of smoking but have not reached the level of detail needed to draft specific ordinance language. In light of this, the City Attorney's office is presenting a smoking ordinance "menu" of choices that reflect the comments received from these meetings and tie in with the grading system of the American Lung Association (ALA) that Councilmembers have brought up in prior meetings. These à la carte options are explained below and detailed in Attachment A.

Option 1 is similar to the January ordinance but adds additional restrictions. Under this option, smoking (include e-cigarettes) is prohibited in dining areas (including outdoor restaurant patios), at public events, in recreational areas, service areas (such as ATM lines and bus stops) and within a reasonable distance (25 feet) of any area where smoking is prohibited.

Option 1 would give the City the highest ALA score in Ventura County, but it would calculate out as an overall grade of B. It should be noted that only about 3.5% of California's 482 incorporated cities have an A grade and the current highest grade in Ventura County is Camarillo with a grade of C. Further materials related to local grading methodology and ALA scoring may be found in Attachment B.

The City could combine option 1 with option 2, which would add additional prohibitions on smoking in common areas of multi-unit dwellings. This would restrict smoking in the common areas of apartments, townhomes and condominiums. The cities of Ventura and Camarillo have similar restrictions, but again, this would only yield an overall grade of B. The breakdown of the options and related scoring for all the proposals may be found in Attachment C.

The strictest regulations would be a combination of options 1 & 3. Under these regulations, smoking would be prohibited, except for expressly defined smoking areas, in all apartments, townhomes and condominiums in the City (all multi-unit dwellings). It would go into effect immediately for new units and in a year for existing units. Although the City Attorney's office is not aware of any successful challenges to such an ordinance, no other cities in Ventura County have regulations of this scope. However elements of this type of regulation are commonly found in the ordinances of cities with an "A" grade. As this level of regulation has potential impacts on both business and property owners, the City Attorney's office has contacted and invited the comments of members of the real estate community and Chamber of Commerce to attend this session and share their input.

Lastly, the City could pursue options 1 & 2 and seek additional ALA "bonus" points (referred to as alternative 4) by enacting two or more of the following restrictions; banning flavored tobacco products, requiring minimum package size for cigar sales, banning sales in pharmacies, restricting sampling or nominal cost distribution, or limiting tobacco retailer locations. This last

restriction on retailer locations would require a planning approval process. This combination of options 1&2 and alternative 4 should yield an ALA grade of A for the city.

While ALA grading provides general guidelines for regulations and feedback in the form of a grading matrix, it is not a binding requirement on the City. Should Council wish, it could request that the City Attorney's Office draft a more custom approach. However, deviation from the matrix used by the ALA for grading purposes makes achievement of a higher grade more difficult. The ordinance is still in draft form as there are open issues yet to be addressed or finalized. For example there have been prior comments on exemptions to smoking restrictions (a golf course exemption is included in the draft ordinance) and mention of a potential permit system for events that allow smoking. However, there has been no consensus reached or directives yet given. Staff is ready to assist in crafting an ordinance consistent with City Council direction.

FINANCIAL IMPACT

There is no fiscal impact at this time.

ATTACHMENTS:

Attachment A - Draft Smoking Ordinance (with options 1, 2, and 3)

Attachment B - American Lung Association Grading Materials

Attachment C - Options with Scoring

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ADDING ARTICLE
XVII TO CHAPTER 7 OF THE CITY CODE PERTAINING TO SMOKING
REGULATIONS

.....

[Findings]

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

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

“ARTICLE XVII. REGULATION OF SMOKING*[Option 1]***SEC. 7-290. DEFINITIONS.**

The following words, phrases and terms, as used in this article, shall be construed as defined in this section:

(A) DINING AREA - Any area, including streets and sidewalks, that is available to or customarily used by the general public or an employee, and that is designed, established, or regularly used, for consuming food or drink.

(B) ELECTRONIC SMOKING DEVICE - An electronic or battery-operated device that delivers vapors of nicotine and/or other substances for inhalation. This term includes every variation and type of such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, a vapor cigarette or any other similar product. This term does not include any product specifically approved by the United States Food and Drug Administration for use in the mitigation, treatment or prevention of diseases.

(C) PUBLIC EVENT – Any event open to the general public regardless of any fee or age requirements, including but not limited to a farmers’ market, parade, craft fair or festival.

(D) REASONABLE DISTANCE - A distance of twenty-five (25) feet in any direction from an area in which smoking is prohibited.

Ordinance No. ____

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(E) **RECREATIONAL AREA** - Any area that is publicly or privately owned, and open to the general public for recreational purposes regardless of any fee requirement, including but not limited to, parks, beaches, picnic areas, gardens, swimming pools, walking paths, skateboard parks and playgrounds.

(F) **SERVICE AREA** - Any publicly or privately owned area, including streets and sidewalks, designed to be used or regularly used by one or more persons to receive a service, wait to receive a service, or to make a transaction, whether or not such service or transaction includes the exchange of money. The term “Service Area” includes but is not limited to areas including or adjacent to information kiosks, automatic teller machines (ATMs), ticket lines, bus stops or shelters, mobile vendor lines, or cab stands.

(G) **SMOKING** - The carrying, inhaling, or emitting the fumes or vapors of a lighted or activated pipe, cigar, cigarette, electronic smoking device, or any other lighted or activated smoking product or equipment used to burn any tobacco product, weed, plant, or other combustible substance in any manner or in any form. Smoking does not mean the combustion of material solely for olfactory purposes such as, for example, smoke from incense, that does not contain any tobacco or nicotine, or the emissions from a product specifically approved by the United State Food and Drug Administration for use in mitigating or preventing disease.

SEC. 7-291. SMOKING REGULATIONS.

(A) Smoking shall be prohibited at the following locations in the city:

- (1) Dining areas;
- (2) Public events;
- (3) Recreational Areas with the exception of the River Ridge Golf Course;
- (4) Restaurants, hotel lobbies, and common areas within hotels and motels, excluding guest rooms;
- (5) Service Areas;
- (6) Within a reasonable distance (25 feet) from an area where smoking is prohibited including any doorway, window, opening, or vent into an enclosed area in which smoking is prohibited, except while actively passing on the way to another destination.

SEC. 7-292. OTHER SMOKING RESTRICTIONS.

(A) No person shall dispose of any cigarette, cigar or tobacco or electronic smoking device or any part of a cigarette or cigar or electronic smoking device except in a designated waste disposal container.

(B) Smoking shall be prohibited inside all facilities owned, leased or controlled by the city.

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(C) Notwithstanding any other provision of this section, any owner, operator, manager, or other person who controls any establishment or facility may declare that entire establishment or facility as a nonsmoking establishment, whether enclosed or not.

(D) This article shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.”

(E) The City Manager is authorized to create administrative regulations consistent with the requirements of this article.

[Add on Option 2 - (ban smoking in common areas)]

SEC. 7-293. SMOKE FREE COMMON AREAS IN MULTI-UNIT HOUSING.

(A) The following words and phrases, whenever used in this section, shall have the following meanings:

(1) **COMMON AREA** - Every interior or exterior space of multi-unit residences that residents of more than one unit are entitled to enter or use, including, without limitation, halls and paths, lobbies and courtyards, elevators and stairs, community rooms and playgrounds, gym facilities and swimming pools, parking garages and parking lots, shared restrooms, shared laundry rooms, shared cooking areas, and shared eating areas.

(2) **MULTI-UNIT RESIDENCE** - Property containing two (2) or more units, except the following specifically excluded types of housing:

- (a) a hotel or motel that meets the requirements of California Civil Code section 1940(b)(2);
- (b) a mobile home park;
- (c) a single-family home;
- (d) a single-family home with a detached or attached in-law or second unit.

(3) **UNIT** - A personal dwelling space, even where lacking cooking facilities or private plumbing facilities, and includes any associated exclusive-use enclosed area or unenclosed area, such as, without limitation, a private balcony, porch, deck or patio. "Unit" includes without limitation: an apartment; a condominium; a townhouse; a room in a long-term health care facility, assisted living facility, or hospital; a room in a single room occupancy facility; and a room in a homeless shelter.

(B) Smoking is prohibited in all common areas of multi-unit residences,

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(C) A person with legal control over a common area may designate a portion of the unenclosed area of the common area as a designated smoking area if the area meets all of the following criteria:

(1) The area must be located a reasonable distance from any area where smoking is prohibited by this article or other law; by binding agreement relating to the ownership, occupancy, or use of real property; or by designation of a person with legal control over the property. In the case of a nonsmoking area created by agreement or designation, this provision does not apply unless the person designating the smoking area has actual knowledge of, or has been given notice of, the agreement or designation. A person with legal control over a designated smoking area may be obliged to modify, relocate, or eliminate that as laws change, as binding agreements are created, and as nonsmoking areas on neighboring property are established;

(2) The area must have a clearly marked perimeter and be identified by conspicuous signs.

[Additional/Alternative Option 3 - (Ban smoking in all multi-unit housing)]

SEC. 7-293. REDUCTION OF DRIFTING TOBACCO SMOKE IN MULTI-UNIT HOUSING.

(A) The following words and phrases, whenever used in this section, shall have the following meanings:

(1) **COMMON AREA** - Every interior or exterior space of multi-unit housing that residents of more than one unit are entitled to enter or use, including, without limitation, halls and paths, lobbies and courtyards, elevators and stairs, community rooms and playgrounds, gym facilities and swimming pools, parking garages and parking lots, shared restrooms, shared laundry rooms, shared cooking areas, and shared eating areas.

(2) **MULTI-UNIT RESIDENCE** - Property containing two (2) or more units, except the following specifically excluded types of housing:

- (a) a hotel or motel that meets the requirements of California Civil Code section 1940(b)(2);
- (b) a mobile home park;
- (c) a single-family home;
- (d) a single-family home with a detached or attached in-law or second unit.

(3) **NEW UNIT** - A unit that is issued a certificate of occupancy on and after July 1, 2016, or, for buildings already constructed, a unit that is leased or rented for residential use for the first time on and after July 1, 2017.

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(4) NONSMOKING AREA - Any unit or common area of multi-unit housing in which smoking is prohibited by this section.

(5) UNIT - A personal dwelling space, even where lacking cooking facilities or private plumbing facilities, and includes any associated exclusive-use enclosed area or unenclosed area, such as, without limitation, a private balcony, porch, deck or patio. "Unit" includes without limitation: an apartment; a condominium; a townhouse; a room in a long-term health care facility, assisted living facility, or hospital; a room in a single room occupancy facility; and a room in a homeless shelter.

(B) Smoking is prohibited in the following areas of multi-unit housing:

- (1) All common areas of multi-unit housing.
- (2) All new units of multi-unit housing.
- (3) All multi-unit housing units on and after July 1, 2018.

(C) Disclosure of the Requirements of this Section.

(1) Every lease or other rental agreement for the occupancy of a multi-unit housing unit entered into, renewed or continued month-to-month on and after July 1, 2018 shall contain a reference to this section and attach a copy of this section.

(2) Every purchase agreement for the sale of a multi-unit housing unit entered into on or after July 1, 2018 shall contain a reference to this section and attach a copy of this section.

(D) A person with legal control over a common area may designate a portion of the unenclosed area of the common area as a designated smoking area if the area meets all of the following criteria:

(1) The area must be located a reasonable distance from any area where smoking is prohibited by this article or other law; by binding agreement relating to the ownership, occupancy, or use of real property; or by designation of a person with legal control over the property. in the case of a nonsmoking area created by agreement or designation, this provision does not apply unless the person designating the smoking area has actual knowledge of, or has been given notice of, the agreement or designation. A person with legal control over a designated smoking area may be obliged to modify, relocate, or eliminate that as laws change, as binding agreements are created, and as nonsmoking areas on neighboring property are established;

(2) The area must have a clearly marked perimeter and be identified by conspicuous signs.

(E) For purposes of sections (B)(2) & (3) only, smoking does not include the use of medical marijuana by a qualified patient as defined in the California Health and Safety Code.

(Further standard provisions applicable to all options)

SEC. 7-294. POSTING OF SIGNS.

(A) Every owner, operator, manager, or other persons having control of a structure where smoking is prohibited under this article shall conspicuously post in such buildings "No Smoking" signs with capital letters not less than one-inch in height on a contrasting background. The international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) may be used in lieu of the written "No Smoking" sign.

(B) The "No Smoking" postings may be limited to first floor entrances and exits, lobbies, restrooms, and elevators.

SEC. 7-295. VIOLATIONS.

(A) A violation of this article is designated an infraction and may be enforced according to the provisions of section 1.10 of the city code.

(B) A violation of any section of this article and any use or condition caused, or permitted to exist, in violation of any provision of this article shall be, and hereby is declared to be, a public nuisance.

(C) Each day that a violation of this article continues shall constitute a new and separate offense and may be prosecuted as such.

(D) Punishment under this section shall not preclude punishment pursuant to Health and Safety Code Section 13002, Penal Code Section 374.4, or any other law proscribing the act of littering."

Attachment B

American Lung Association Grading Materials



State of Tobacco Control 2016 – California Local Grades



VENTURA COUNTY

	Camarillo	Fillmore	Moorpark	Ojai	Oxnard	Port Hueneme	Santa Paula	Simi Valley	Thousand Oaks	Ventura	County Unincorporated
Overall Tobacco Control Grade	C	F	D	D	D	F	F	F	D	C	F
Total Points	5	0	4	2	4	0	0	0	3	5	0
Smokefree Outdoor Air	A	F	A	D	F	F	F	F	B	B	F
Dining	4	0	4	2	0	0	0	0	2	4	0
Entryways	4	0	4	0	0	0	0	0	4	0	0
Public Events	4	0	4	2	0	0	0	0	3	2	0
Recreation Areas	4	0	4	3	0	0	0	0	2	4	0
Service Areas	4	0	4	0	0	2	0	0	4	4	0
Sidewalks	0	0	1	0	0	0	0	0	1	0	0
Worksites	1	0	1	0	0	0	0	0	0	0	0
Total Points	21	0	22	7	0	2	0	0	16	14	0
Smokefree Housing	D	F	F	D	F	F	F	F	F	C	F
Nonsmoking Apartments	0	0	0	0	0	0	0	0	0	0	0
Nonsmoking Condominiums	0	0	0	0	0	0	0	0	0	0	0
Nonsmoking Common Areas	4	0	0	2	0	0	0	0	0	4	0
Nonsmoking Housing Authority	0	0	0	0	1	1	0	0	1	1	0
Total Points	4	0	0	2	1	1	0	0	1	5	0
Reducing Sales of Tobacco Products	F	F	F	F	A	F	F	F	F	F	F
Tobacco Retailer Licensing	0	0	0	0	4	0	0	0	0	0	0
Total Points	0	0	0	0	4	0	0	0	0	0	0
Emerging Issues Bonus Points											
Emerging Products Definition - Secondhand Smoke	1	0	0	0	0	0	0	0	0	1	0
Emerging Products Definition - Licensing	0	0	0	0	1	0	0	0	0	0	0
Retailer Location Restrictions	0	0	0	0	0	0	0	0	0	0	0
Sampling of Tobacco Products	0	0	0	1	0	1	0	0	0	1	0
Sale of Tobacco Products in Pharmacies	0	0	0	0	0	0	0	0	0	0	0
Flavored Tobacco Products	0	0	0	0	0	0	0	0	0	0	0
Minimum Pack Size of Cigars	0	0	0	0	0	0	0	0	0	0	0
Total Points	1	0	0	1	1	1	0	0	0	2	0

Overall Tobacco Control Grade: A (11-12), B (8-10), C (5-7), D (2-4), F (0-1);
determined by grades and points from other three categories – A (4), B (3), C (2), D (1), F (0)
Smokefree Outdoor Air Grade: A (18+), B (13-17), C (8-12), D (3-7), F (0-2)

Smokefree Housing Grade: A (11+), B (8-10), C (5-7), D (2-4), F (0-1)
Reducing Sales of Tobacco Products Grade: A (4+), B (3), C (2), D (1), F (0)

As is evidenced by the 17 cities and counties that have overall A grades, strong tobacco control policies can work in any community. So how can your community improve its health and raise its grade? Below is a worksheet that can be used to determine what types of policies could improve the health of your city or county and help raise its grade. Just fill in the points for the policies your community already has in the right-hand column, and see how many more points you will need to increase your grade. These policies will improve the health of your communities and ensure that tobacco is kept out of the hands of children.

Smokefree Outdoor Air

	1 Point	2 Points	3 Points	4 Points	Total Points
Dining		Allows designated smoking areas or includes exceptions		100% smokefree	
Entryways		Less than 15 feet of all entryways or within an unspecified distance	Within 15-19 feet of all entryways	20 or more feet from all entryways	
Public Events		Some types of public events but not all	Allows designated smoking areas	100% smokefree	
Recreation Areas		Some parks, beaches and trails	Allows designated smoking areas	100% smokefree	
Service Areas		Some types of service areas but not all		All service areas	
Sidewalks	Some or all sidewalks or other pedestrian walkways				
Worksites	Some or all outdoor worksites				
TOTAL:					

18+ points = **A** 13-17 points = **B** 8-12 points = **C** 3-7 points = **D** 0-2 points = **F**

Smokefree Housing

	1 Point	2 Points	3 Points	4 Points	Total Points
Nonsmoking Units in Apartments	Prohibits smoking in 75% or more of new apartment units	75% of new and existing apartment units		100% of units for both new and existing apartments	
Nonsmoking Units in Condominiums	Prohibits smoking in 75% or more of new condos units	75% of new and existing condos units		100% of units for both new and existing condos	
Nonsmoking Common Areas		Indoor common areas		Indoor and outdoor common areas	
Prohibits smoking within 75% of units under control of Housing Authority	Prohibits smoking within 75% of units for multi-unit housing complexes under control of Housing Authority				
TOTAL:					

If jurisdiction has Housing Authority:

11+ Points – **A** 2-4 Points – **D**
 8-10 Points – **B** 0-1 Points – **F**
 5-7 Points – **C**

If jurisdiction does not have Housing Authority:

10+ Points – **A** 1-3 Points – **D**
 7-9 Points – **B** 0 Points – **F**
 4-6 Points – **C**

REDUCING SALES OF TOBACCO PRODUCTS:**Policy Provisions:**

- (1) Require tobacco retailers to pay an annual fee that sufficiently covers administration and enforcement efforts, including compliance checks;
- (2) Requirement that all retailers obtain a license to sell tobacco and renew it annually;
- (3) Provision that any violation of a local, state or federal tobacco law is considered a violation of the license; and
- (4) Financial deterrent through fines and penalties for violations that includes suspension and revocation of the license.

	1 Point	2 Points	3 Points	4 Points	Total Points
Tobacco Retailer Licensing	A sufficient annual fee and 0 of the other 3 provisions outlined above or licensing ordinance with insufficient annual fee and any of the other 3 provisions outlined above	A sufficient annual fee and 1 of the other 3 provisions outlined above	A sufficient annual fee and 2 of the other 3 provisions outlined above	100% smokefree	
TOTAL:					

4+ points = **A**3 points = **B**2 points = **C**1 points = **D**0 points = **F****EMERGING ISSUES BONUS POINTS:**

	Bonus Point	Total Points
Secondhand Smoke (Bonus Point)	There is a strong definition of smoke, smoking or tobacco product that would include electronic cigarettes or other new and emerging tobacco products in a jurisdiction's secondhand smoke laws.	
Tobacco Retailer License (Bonus Point)	There is a strong definition of smoke, smoking or tobacco product that would include electronic cigarettes or other new and emerging tobacco products in a jurisdiction's tobacco retailer licensing ordinance.	
Tobacco Retailer Location Restrictions (Bonus Point)	Restricts businesses that sell tobacco from being located within certain distance of schools and/or parks. Or the policy prohibits a tobacco retailer from being located within a certain distance of other retailers to avoid high concentration in certain areas. Or there is a limit to the number of tobacco retailer licenses that can be issued.	
Sampling of Tobacco Products (Bonus Point)	Prohibit sampling or nominal cost distribution of all or some tobacco products or in all locations.	
Sales in Pharmacies (Bonus Point)	Prohibit sales all or some pharmacies	
Flavored Tobacco Products (Bonus Point)	The sale of flavored tobacco products, including cigars, little cigars, pipe tobacco and electronic cigarettes is prohibited.	
Minimum Pack Size of Cigars (Bonus Point)	Prohibit the sale of cigars in individual or small packages, which increases the price and makes them less attractive to youth.	
TOTAL:		

4+ points = **A**3 points = **B**2 points = **C**1 points = **D**0 points = **F**

Each of the seven Emerging Issues can receive 1 bonus point. Receiving a total of 4 or more of these bonus points adds one point to the Overall Tobacco Control points.

Attachment C - Options with Scoring

American Lung Association Scoring

A grade -11+ points

B grade 8-10 points

C grade 5-7 points

D grade 2-4 points

F grade 0-3 points

Potential Scores

Option 1 – 8 points (B)

Option 1 & 2 – 10 points (B)

Option 1 & 3 – 12 points (A)

Option 1 & 2 and (alternative) 4 – 11 points (A)

Current score (no action) - 4 points (D)



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: May 10, 2016

TO: City Council

FROM: Stephen Fischer, City Attorney

SUBJECT: Adoption of City Council Procedures Manual

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

RECOMMENDATION:

That City Council adopt a resolution to adopt the City Council Procedures Manual developed through the City Council Procedures Committee.

That the Housing Authority adopt a resolution to adopt Chapter 3 of the City Council Procedures Manual developed through the City Council Procedures Committee.

BACKGROUND

On March 29, 2016, the City Council conducted a study session to review the draft Procedures Manual developed through the Oxnard City Council Procedures Committee. At the study session, the Council provided comments on the draft Procedures Manual, which have been incorporated into the final document presented for Council's approval.

Changes made to the attached Procedures Manual include adding the flag salute to the order of business, clarifying that members of the public are to address the Council as a whole rather than individual Councilmembers or staff, revising the text regarding abstentions to reflect the existing procedure, and updating the reference materials to provide agency and good government organization website addresses where a wide variety of materials can be accessed. Adoption of the attached resolutions will adopt the Procedures Manual for the City Council and Chapter 3 of the Procedures Manual (pertaining to procedural rules for meetings) for the Housing Authority, and repeal the existing rules of procedures for those legislative bodies.

The Ethics Advisory Subcommittee Report and Recommendations on City Council Ethical Standards and Guidelines Prepared for the Oxnard City Council Procedures Committee will be presented at a subsequent meeting for the Council's consideration.

Adoption of City Council Procedures Manual
May 10, 2016
Page 2

FINANCIAL IMPACT

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

ATTACHMENTS:

Attachment A - City Council Procedures Manual.FinalDraft.050416

Attachment B - Council Adoption of Procedures Manual 2016

Attachment C - HA Adoption of Council Procedures Manual 2016



Procedures Manual

City of Oxnard City Council

Adopted May 10, 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.

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- B Oxnard City Council Legislative Program

C H A P T E R 1

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.

C H A P T E R 2

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.

C H A P T E R 3

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 desire 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 agendizing 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 agendized, 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-Agendized items: Emergency and non-agendized 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-agendized 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 / Pledge of Allegiance
- 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.

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, not to any member thereof and not to staff. 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. Unless a Councilmember states an intention not to vote, the City Clerk shall record silence as 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.

C H A P T E R 4

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.

C H A P T E R 5

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.

C H A P T E R 6

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.

C H A P T E R 7

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.

C H A P T E R 8

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.

C H A P T E R 9

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's website at www.cacities.org provides a variety resources for public officials. 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. See its website for more information: <http://www.lgc.org/>.

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 that can be found at its website: <http://icma.org>.

Other Resources for Reference Material

Open Government (including *Open & Public IV: A Guide to the Ralph M. Brown Act*, 2nd edition (Revised July 2010) <http://www.cacities.org/Resources/Open-Government>

Institute for Local Government: <http://www.ca-ilg.org/>

Elections information: <http://recorder.countyofventura.org/elections/>

Political Reform Act: <https://oag.ca.gov/conflict-interest>

Fair Political Practices Commission: <http://www.fppc.ca.gov/>

City of Oxnard City Code: http://www.amlegal.com/codes/client/oxnard_ca/

California Legislative Information: <http://leginfo.legislature.ca.gov>

APPENDIX A

International City/County Management 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 of the 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

Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

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.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ADOPTING THE PROCEDURES MANUAL AND REPEALING THE
COUNCIL'S RULES OF PROCEDURE

WHEREAS, Oxnard City Code Section 2-1(b) requires that the rules of procedure for the conduct of meetings of City Council shall be established by resolution; and

WHEREAS, City Council wishes to repeal its existing rules of procedure and instead adopt a comprehensive procedures manual that addresses other aspects of the role of councilmember in addition to rules pertaining to City Council meetings.

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

1. Adoption of Procedures Manual. That the Procedures Manual attached hereto is hereby adopted.
2. Repealed Resolutions. Resolution Nos. 13,126, 14,347, 14,596 and 14,735 are hereby repealed.
3. Applicability to Other Council Legislative Bodies. The Procedures Manual shall apply when the Council acts as the Successor Agency to the Oxnard Community Development Commission, as well as to other legislative bodies composed of the City Council.
4. Effective Date. This resolution shall be effective on May 10, 2016.

PASSED AND ADOPTED this 10th day of May, 2016, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

Resolution No.

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APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD ADOPTING THE PROCEDURES MANUAL AND REPEALING THE AUTHORITY'S RULES OF PROCEDURE

WHEREAS, the Oxnard City Council has developed a comprehensive procedures manual that addresses other aspects of the role of councilmember in addition to rules pertaining to City Council meetings; and

WHEREAS, the Board of Commissioners of the Housing Authority of the City of Oxnard ("Authority") wishes to establish revised rules of procedure for the conduct of Authority meetings and for other matters addressed in its prior rules of procedure.

NOW, THEREFORE, the Authority resolves as follows:

1. Adoption of Procedures Manual, Chapter 3. That Chapter 3 of the Procedures Manual adopted by the Oxnard City Council on May 10, 2016, as it may be amended from time to time, and on file with the Oxnard City Clerk, is hereby adopted as the rules of procedure for the conduct of Authority meetings to the extent applicable to Authority business, and subject to the following additional provisions relevant to the Authority:

A. Membership. The Authority shall consist of the five members of the City Council of the City of Oxnard and two tenant representatives to be selected by the Mayor and City Council after review by the tenant associations.

B. Secretary.

- i. The City Manager of the City of Oxnard shall serve as the Secretary.
- ii. The Secretary may delegate any of the duties set forth in this resolution to any person at the Secretary's discretion.
- iii. The Secretary shall have general supervision over the administration of Authority's business and affairs, and shall be charged with the management of the projects of Authority.
- iv. The Secretary may employ technical experts and such other officers, agents and employees as Authority may require to exercise the powers, duties and functions of Authority.
- v. The Secretary shall maintain the records of Authority, attest to the resolutions and agreements of Authority, and perform all duties incident to the office of Secretary.

Resolution No.

Page 2

vi. The Secretary shall be the Treasurer of Authority, and shall have the care and custody of all funds of Authority and shall deposit the same in the name of Authority in such financial institutions as Authority may select. The Secretary shall sign all orders and checks for the payment of money and shall payout and disburse such monies under the direction of Authority. Except as otherwise authorized by resolution of Authority, all such orders and checks shall be countersigned by the presiding officer.

vii. The Secretary shall maintain regular books of accounts showing receipts and expenditures and shall render to Authority, when requested by Authority, an account of the Secretary's transactions and the financial condition of Authority.

viii. The Secretary shall give a bond for the faithful performance of these duties as Authority may require.

C. General Counsel. The City Attorney of the City of Oxnard shall be General Counsel and legal advisor to Authority and shall have the same powers and duties as he/she has been delegated by City Council.

2. Repealed Resolutions. Resolution Nos. 1204, 1267, and 1279 are hereby repealed.

3. Effective Date. This resolution shall be effective on May 10, 2016.

PASSED AND ADOPTED this 10th day of May, 2016, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Chairman

ATTEST:

Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:

Stephen M. Fischer, General Counsel



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM:

AGENDA ITEM NO.: 2

DATE: May 10, 2016

TO: City Council

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

FROM: Daniel Martinez, City Clerk

SUBJECT: Minutes of the Regular Meeting of the Oxnard City Council for April 12 and 19, 2016.

CONTACT: Daniel Martinez, City Clerk
Daniel.Martinez@oxnard.org, 385-7803

RECOMMENDATION:

Approve.

ATTACHMENTS:

A - Draft Minutes April 12, 2016

B - Draft Minutes April 19, 2016

MINUTES

OXNARD CITY COUNCIL

Regular Meeting

April 12, 2016

A. ROLL CALL/POSTING OF AGENDA

At 6:08 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers concurrently with Oxnard Housing Authority. 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.

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Scott Whitney, Assistant City Manager; Stephen Fischer, City Attorney; Jeri Williams, Police Chief; Bryan Brice, Fire Chief; Tabin Cosio, Human Resources Director; Keith Brooks, IT Director; Kymberly Horner, Economic Development Director; Ashley Golden, Development Services Director; Gregory Barnes, Interim Recreation Supervisor and Jesus Andrade, Housing Program Supervisor.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating the Month of April, 2016 as "Sexual Assault Awareness Month".
DISCUSSION: Mayor Flynn presented a proclamation to Maxcy Dancy and Angela Medina of the Coalition for Family Harmony who commented on upcoming activities.
2. SUBJECT: Announcement of Our Lady of Guadalupe School's 110th Anniversary.
DISCUSSION: Peggy Rivera announced Our Lady of Guadalupe would be celebrating its 110 anniversary as a school in the community and having a school festival.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Jim Milstead (in-lieu fees, renter's sale tax); Martin Jones (waste water maintenance, applying for grants); Nancy Pedersen (thanked Councilmembers and City staff); Luis Flores (maker space – youth "film" programs); Harold Ceja (Colonia improvements); Dick Jaquez (financial opportunities with energy companies); Woodrow Thomas (housing issue); Aaron Starr (initiative process); Peggy Rivera (being supportive of City staff); Inez Tuttle (initiative); Patrick Barrios (Colonia meeting) and Larry Stein (Fire Department exercise, Great Water Program).

G. REVIEW OF INFORMATION/CONSENT AGENDA

Comments received from: Interim Recreation Supervisor (I-3).

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from: Larry Stein and Inez Tuttle.

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approve Minutes of the Regular Meeting of the Oxnard City Council for March 22, 2016.

RECOMMENDATION: Approve.

City Manager Department

2. SUBJECT: Agreement for City Council Review

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.

Cultural and Community Service Department

3. SUBJECT: Jr. High Grad Night - Six Flags Magic Mountain Excursion

RECOMMENDATION: 1) The City Manager to approve Purchase Order No. 5786 in the amount of \$51,515.50 for Six Flags Magic Mountain tickets and Purchase Order No. 5785 in the amount of \$38,350 to Star-Dust Tours, Inc. dba The Bus to be used for transportation for the Jr. High Grad Night on June 3 and June 4, 2016. 2) Approve a budget appropriation recognizing \$89,866 of revenues in tickets sales and appropriating \$89,866 for purchase of the tickets and transportation of Jr. Grad Night.*

Development Services Department

4. 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.

RECOMMENDATION: Adopt **Resolution No. 14,908** approving Planning and Zoning Permit No. 16-300-01 (Final Subdivision Map for Tract No. 5952-1, A-7856, A-7857) for property located at the northeast corner of the intersection of East First Street and North Marquita Street, subject to certain findings and conditions.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended.

(Ramirez/MacDonald) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn. *Noes: Perello only item three.

J. PUBLIC HEARINGS

K. APPOINTMENT ITEMS

L. REPORTS

Development Services Department

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

RECOMMENDATION: 1) Receive a report analyzing two potential SOAR initiatives (SOAR 2030 and SOAR 2050) and explaining SUSTAIN VC's county initiative; and 2) Provide direction to staff regarding placing an initiative to amend the CURB and/or SOAR Ordinance before qualified City of Oxnard voters at a statewide election.

DISCUSSION: The Development Services Director provided information on SOAR 2030, 2050 and County initiatives including estimated costs to place initiative on ballot, community outreach efforts, differences and similarities of SOAR 2030, SOAR 2050 and County initiatives.

Public comments were received from: Nancy Pedersen; Jess Herrera; Michael Wynn; Lynn Jensen; John Demers; Lauraine Effress; Marty Kaplan; Anthony Mireles; Jeremy Goldberg; David Valenzuela; Jose Garcia; Guillermo Ceja; Harold Ceja; Troy Corley; Marta Brown; George Graham; Shawn Terris; Markl Fraser; Jim Merrill; Michael Stubblefield; Janis McCormick; Mark Spellman; Fred Ferro; Linda Parks; Nancy Lindholm; Kathy Brener; Richard Francis; Jurgen Gramckow; George Miller; Larry Stein; Elizabeth White; Roy Price; Maura Raffensperger; Dan Lechlitter; Juan Gonzalez; Aaron Starr and Barbara Maci-Ortiz.

The City Council discussed several issues including: the Council's "decision" process of placing an initiative on the ballot, placing an initiative on the ballot for voters' decision and possible confusion with several initiatives on the ballot.

ACTION: Moved to place SOAR 2050 initiative on ballot (Ramirez/Flynn) Ayes: Flynn and Ramirez. Noes: MacDonald, Padilla and Perello. Motion failed.

Move to place SOAR 2030 and 2050 initiatives on the November 2016 ballot (Perello/Flynn) Ayes: Perello, Flynn and Ramirez. Noes: Padilla and MacDonald.

RECESS

At 9:13 p.m., the City Council recessed and at 9:24 p.m., the City Council reconvened.

Finance Department

2. SUBJECT: Utilities Mid-Year Budget Update

RECOMMENDATION: That City Council receive a mid-year budget update report on Utilities.

ACTION: The City Council concurred to continue this item to April 26, 2016.

M. REPORT OF CITY MANAGER

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The Council commented on: Knights of Columbus "Public Safety" night, recent North American Travel Journalists Association Conference, upcoming EDCO and Fiscal Task Force meeting.

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

HOUSING AUTHORITY

At 10:24 p.m. the joint meetings with the Housing Authority concluded.

C. CLOSED SESSION

At 10:25 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54957.6 (a), to review the status of labor negotiations and to review its available funds and funding priorities for the purpose of providing instructions to the City's negotiator, J. Tabin Cosio, Director of Human Resources and Jon Holtzman, City's labor attorney. Employee organizations: International Association of Firefighters, AFL-CIO (IAFF), Local No. 1684; Oxnard Peace Officers' Association (OPOA); Service Employees International Union CTW, CLC, Local 721 (SEIU Local 721); International Union of Operating Engineers AFL-CIO, Local No. 501 (IUOE Local 501); Oxnard Public Safety Management Employees' Association (Police Unit); Oxnard Public Safety Management Employees' Association (Fire Unit); and Oxnard Mid-Managers' Association (OMMA); Unrepresented employees: Assistant City Manager, Chief Financial Officer, City Clerk, City Treasurer, Deputy City Manager, Development Services Director, Fire Chief, Housing Director, Human Resources Director, Economic Development Director, I.T. Director, Library Director, Police Chief, Utilities Director (Department Directors); Assistant City Attorney, Assistant Director of Human Resources, Community Relations and Public Affairs Manager, Deputy City Attorney, Law Office Manager, Human Resources Manager, Workers' Compensation Manager, Management Analyst III (C) (Confidential Mid-Managers); Accountant II (C80), Accounting Technician (C67), Administrative Assistant (C70), Administrative Legal Assistant (C70), Administrative Legal Secretary I (C25), Administrative Legal Secretary II (C35), Administrative Legal Secretary III (C50), Administrative Secretary I (C15), Administrative Secretary II (C30), Administrative Secretary III (C40), Administrative Services Assistant (C70), Administrative Technician (C60), Employee Relations Coordinator (C67), Executive Assistant I (C80), Executive Assistant II (C85), Human Resources Technician (C70), Office Assistant I (C10), Office Assistant II (C20), Paralegal (C75), Safety Specialist (C72), Senior Administrative Legal Secretary (C65), Senior Administrative Secretary (C55), Senior Benefits Coordinator (C75), Senior Human Resources C

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

At 11:42 p.m., the City Council reconvened and announced "no" reportable actions. The City Attorney announced that directions were provided to the City's negotiators.

R. ADJOURNMENT

At 11:42 p.m., the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
April 19, 2016

A. ROLL CALL/POSTING OF AGENDA

At 4:34 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald and Bert Perello were present. Councilmember Dorina Padilla was absent. The City Clerk stated that the agenda was posted on Thursday in the City Hall. 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, City Attorney.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were received from Steve Nash and Edward Castillo

C. CLOSED SESSION

At 4:42 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys on three separate cases. The titles and case numbers of the litigation being discussed are: 1) City of Oxnard v. Dale Belcher, et al., Ventura Superior Court, Case No. 56-2014-00450216-CU-CO-VTA; 2) City of Oxnard v. Aaron Starr, Ventura County Superior Court, Case No. 56-2016-00479696-CU-MC-VTA and 3) Aaron Starr v. City of Oxnard; et al. Ventura County Superior Court, Case No. 56-2016-00480094-CU-PT-VTA.

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

The City Council also recessed to a closed session, pursuant to Government Code section 54956.9(d)(2). The purpose of the closed session is for the City Council to consider whether to allow the late claim of Margarito Nino as Guardian ad Litem for Paola Nino, a minor, to be filed (City Attorney Claim No. 2016-0041).

At 6:18 p.m., the City Council reconvened and the City Attorney reported: 1) that the City Council by unanimous vote, "has decided to refrain from seeking appellate review of the Courts order in Starr vs City of Oxnard and Stephen Fischer. Regarding the issuance of rite of mandate, we look forward to an expedited hearing on the merits of this case, namely that the initiative would be illegally prevent the City from meeting bond obligations and protecting the public health and safety by providing wastewater services"; and 2) that the City Council by unanimous vote, has decided to grant the application to file late claim (2016-0041), the claim of Margarito Nino as Guardian ad Litem for Paola Nino, a minor.

D. OPENING CEREMONIES

At 6:19 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: J Tabin Cosio,

Human Resources Director; Ashley Golden, Development Services Director; Todd Housley, Environmental Resources Manager; Jason M. Samonte, Traffic Engineer and Renee Rakestraw, Recreation/Human Services Coordinator.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Commendation to Dr. Richard R. Rush for his Leadership and Commitment to Higher Education.
DISCUSSION: Mayor Flynn commented on the accomplishments at CSUCI. Dr. Rush stated the “need” to serve the residents and provide opportunities to the local community.
2. SUBJECT: Presentation of a Proclamation Designating April 28, 2016 as "Arbor Day".
DISCUSSION: The Environmental Resources Manager thanked the Council for the recognition of “Arbor Day”.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments received from: Mike Johnson (crime statistics); Martin Jones (reporting of closed session items); Ernest Eglan (Police equipment); Arthur Valenzuela (Greater Oxnard Democrats activities); Aaron Starr (initiative process); Pete Placencia (Senior Health Care Fair); Guadalupe Banuelos (streets repairs on Third Street); Inez Tuttle (2050 SOAR option, use of interim employees); Pat Brown (trucks on Oxnard Boulevard, crime statistics); Patrick Barrios (Colonia street options); George Miller (fiscal policy meetings, hiring of consultants) and Harold Ceja (Colonia improvements meetings).

G. REVIEW OF INFORMATION/CONSENT AGENDA

Public comments received from: Recreation/Human Services Coordinator (I-3) and Traffic Engineer (I-4).

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments received from: Dona Lacayo (I-4) and Pat Brown (I-4).

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meeting of the Oxnard City Council for March 29 and April 5, 2016.
RECOMMENDATION: Approve.

City Manager Department

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

Cultural and Community Service Department

3. SUBJECT: Recognize Revenue and Appropriate Funds for the Retired and Senior Volunteer Program (RSVP), Fiscal Year 2016/2017.
RECOMMENDATION: That City Council: 1) Approve a Special Budget Appropriation recognizing grant award in the amount of \$67,777 and matching funds of \$29,047 for the Retired and Senior Volunteer Program grant; and 2) Authorize the City Manager or designee to execute grant agreements; the Finance Director or designee to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds.

Development Services Department

4. SUBJECT: Amendment of Designated Heavy Container Corridors.
RECOMMENDATION: That City Council adopt **Resolution No 14,909** designating certain City streets for the operation and movement of overweight vehicles and repealing Resolution No. 14,449.

Public Works Department

5. SUBJECT: Approve Plans and Specifications for UD14-02 Alley Reconstruction at Various Locations - Phase II.
RECOMMENDATION: Removed from the agenda.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended with removal of I-5. (Ramirez/Perello) Ayes: Ramirez, MacDonald, Perello and Flynn. Absent: Padilla.

J. PUBLIC HEARINGSK. APPOINTMENT ITEMSL. REPORTSCultural and Community Service Department

3. SUBJECT: Senior Services Commission Annual Report.
RECOMMENDATION: That City Council receive the Senior Services Commission annual verbal report.
DISCUSSION: Senior Commissioners Alice Sweetland, Kay Brainard, Albert Clemens, Alice Madrid and Lourdes Yu were present and commented on the senior activities and services provided including volunteer options and future goals (building a new senior center.)

The City Council commented on the future “senior” services goals including improvements of “C” Street facility.

ACTION: The City Council received and provided comments.

Economic Development Department

5. SUBJECT: Verbal Report on Oxnard Convention and Visitors Bureau Annual Report.
RECOMMENDATION: That the City Council receive the Oxnard Convention and Visitors Bureau’s verbal report.

DISCUSSION: Steven Buenger and Alyce Bosacki, Oxnard Convention and Visitors Bureau, reviewed accomplishments, budget and goals including marketing, press releases and economic impact to the community.

Public comment received from: Jim Lavery.

The City Council commented on: local economic impact; the relationship between VCTC (train ridership) and Visitors Bureau; the benefit of having the 2016 North American Travel Journalists Association Conference in Oxnard and efforts to promote the community.

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

City Manager Department

2. SUBJECT: Update on Maintenance Assessment District Audits and Community Outreach Plan.
RECOMMENDATION: That City Council receive a status update on the community outreach meetings to various special assessment districts conducted by the City's consultant, NBS.
DISCUSSION: Pablo Perez, NBS, reviewed maintenance assessment districts including public outreach efforts to provide assessment district information, development of budgets, assessment of rates, level of service and analysis of specific benefits (indirect and direct service costs).

Public comments received from: Michael Gleason; Dale Dean; Steve Huber; Jackie Tedeschi; George Miller; Dan Pinedo and Sandra Sudac.

The City Council discussed the need for public outreach (including the filming of district meetings), hiring of special district administrator,

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 and type of landscape "services" to be provided to landscape maintenance districts.

ACTION: Received report and provided comments to staff.

City Attorney Department

1. SUBJECT: Debt Forgiveness.
RECOMMENDATION: That City Council consider the request of Edward Idukas to modify restitution payments owing to the City of Oxnard and adopt a resolution approving the request.
DISCUSSION: The City Attorney outlined the request and current procedure to act.

Public comments received from: Pat Brown and George Miller.

The City Council commented on a having "management" policy (not having Council deciding case by case) in which staff follow Council "policy" to provide these types of decisions.

ACTION: Moved to deny request **Resolution No 14,910** (Perello/MacDonald). Ayes: MacDonald, Perello and Flynn. Noes: Ramirez. Absent: Padilla.

Development Services Department

4. SUBJECT: First Amendment to Agreement No. 6944-14-DS with WKE, Inc.
RECOMMENDATION: Removed from the agenda.
ACTION: The Council concurred to continue this item.

Human Resource Department

6. SUBJECT: Approval of Resolutions Authorizing Full-Time Equivalent Positions and Approving Salary Schedule.
RECOMMENDATION: That City Council Adopt Two Resolutions: 1) **Resolution No 14,912** Repealing Resolution No. 14,905 authorizing full-time equivalent positions and setting the authorized full-time equivalent positions; and 2) **Resolution No 14,911** Repealing Resolution No. 14,904 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 procedures to fill positions and the overall “city” rate of vacant positions.

Public comments received from: Jim Lavery and George Miller.

The Council discussed: the procedures to fill City positions and the effect of not filling positions.

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

M. REPORT OF CITY MANAGER

The City Manager reviewed the amount of time to accomplish the goals of the City.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

1. SUBJECT: Consider Fiscal Policy Task Force Recommendation that Council Send a Letter to SCO Requesting a Financial Audit. (10/30)
RECOMMENDATION: That City Council consider the Fiscal Policy Task Force’s recommendation that Council send a letter to the State Controller’s Office (SCO) requesting SCO conduct a financial audit of the City of Oxnard and provide direction on whether or not to send a letter to the SCO.
DISCUSSION: The City Manager and Assistant City Manager (Hurtado) outlined the request to contact the SCO and the schedule of the current audit and final input of the State regarding Comprehensive Annual Financial Report (CAFR).

Public comments received from: Jim Lavery and George Miller.

The City Council discussed the value of contacting the SCO, the current “audit” process and schedule to complete CAFR.

ACTION: The City Council concurred to table this matter

The Council discussed: Council meeting protocol to discuss legal issues; public health view of youth violence in the community; attending the California Public Utilities Commission regarding charging of public utilities rates; Regional Defense Partnership meeting in Washington D.C.; 110th Anniversary of Our Lady of Guadalupe School and the City's responsibility to pay municipal debts.

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

R. 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.: 3

DATE: May 10, 2016

TO: City Council

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

FROM: Greg Nyhoff, City Manager

SUBJECT: Agreements for City Council Review

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

RECOMMENDATION:

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

BACKGROUND

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

FINANCIAL IMPACT

Funding information is included on the attached list.

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

City Manager Contract List
May 10, 2016
Page 2

ATTACHMENTS:

City Manager Contract List

City Manager Contract List for 05/10/2016

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

A First Amendment to Attorney Services Agreement

Vendor: Feldman Law Group LLP
Type: Amendment
Agreement No.: 7286-15-CA
Amendment No.: 1
Purchase Order No.:
Begin Date: 07/01/2016
End Date: 12/31/2016
Term: Six months

Amount to be Approved:
Current FY Amount:
Total Contract Amount:
Funding Source:
Vendor Selection Process:
of Bids/Proposals/Quotes:
Project Manager:
Department:
Telephone:
Email:

\$75,000
\$25,000
\$100,000
Enterprise Fund
Negotiated Contract
N/A
Stephen M. Fischer
City Attorney
385-7483
leanne.daly@oxnard.org

Purpose: Staff is requesting a six month amendment to the Feldman Law Group, LLP contract in the amount of \$75,000. The Feldman Group, LLP provides bond counsel services related to public finance matters. This six month extension will be through December 31, 2016; during which time a Request for Qualifications will be issued.

B Third Amendment to Agreement for Consulting Services

Vendor: Thomas E. Figg
Type: Amendment
Agreement No.: 6399-13-CD
Amendment No.: 3
Purchase Order No.:
Begin Date: 01/01/2014
End Date: 06/30/2017
Term: 3 years

Amount to be Approved:
Current FY Amount:
Total Contract Amount:
Funding Source:
Vendor Selection Process:
of Bids/Proposals/Quotes:
Project Manager:
Department:
Telephone:
Email:

\$90,000
\$200,000
\$404,000
RPTTF
Sole Source
N/A
Kymberly Horner
Community Development
385-7407
kymberly.horner@oxnard.org

Purpose: Staff is requesting an amendment to the Thomas E. Figg contract in the amount of \$90,000 to assist the Successor Agency in "winding down" the affairs of the former Redevelopment Agency. Consultant specializes in redevelopment, including project analysis, affordable housing policies, and economic development and has expertise in government matters, prior work with the City, and substantial knowledge of the City's redevelopment projects and achievements.

Consultant has been retained by the Oxnard Community Development Department on an as-needed basis in the past. This Third Amendment is to extend the dollar amount only. Pursuant to the City's purchasing guidelines, this vendor was selected through a sole source.

City Manager Contract List for 05/10/2016

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

C Financial and Accounting Services

Vendor: MuniServices
 Type: Amendment
 Agreement No.: 7358-16-FN
 Amendment No.: 3
 Purchase Order No.: 5724
 Begin Date: 01/20/2016
 End Date: 12/31/2016
 Term: 1 year

Amount to be Approved: \$105,000
 Current FY Amount: \$240,000
 Total Contract Amount: \$240,000
 Funding Source: General Fund
 Vendor Selection Process: Negotiated Contract
 # of Bids/Proposals/Quotes: N/A
 Project Manager: Christine Williams
 Department: Finance
 Telephone: 385-7468
 Email: christine.williams@oxnard.org

Purpose:

Staff is requesting an amendment with MuniServices in the amount of \$105,000 to provide additional services related to financial and accounting services. This amendment will: (1) provide assistance with the development, formulation and the FY 2016/17 annual operating budget and Capital Improvements Project plan; and (2) provide assistance for financial analysis, multi-year forecasting for the City's Utility Enterprise Funds, including reconciliation of capital assets and capital improvement projects in relation to the annual audit.

Finance Department staff contacted five firms for assistance, and MuniServices, LLC., was one of three selected due to availability and qualified personnel.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: May 10, 2016

TO: City Council

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

FROM: Bryan Brice, Fire Chief

SUBJECT: Authorization to Apply for Grant from the Federal Emergency Management Agency to Assistance to Firefighters Grant – Fire Prevention and Safety Grant in the Amount of \$175,000

CONTACT: Darwin Base, Fire Department
Darwin.Base@oxnard.org, 385-7704

RECOMMENDATION:

That City Council adopt a resolution authorizing: 1) The Fire Chief to submit an application to the Federal Emergency Management Agency (FEMA) Assistance to Firefighters grant in the amount of \$175,000; 2) The City Manager to execute the grant agreement if grants funds are awarded to the City; 3) The Finance Director to appropriate the funds and perform all other required financial actions; 4) The Fire Chief or designee to submit non-financial reports.

BACKGROUND

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

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

The City of Oxnard Fire Department is requesting approval to submit an application to the Federal Emergency Management Agency in the amount of \$175,000. Under the Prevention Division, funds would offset 50% of the salary of one inspector (an existing position that is

Authorization to Apply for Grant from FEMA Assistance to Firefighters Grant

May 10, 2016

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currently funded 100% by the City), assist in the educational outreach to bilingual members of the community, and pay for the purchase and installation of smoke detectors.

Fire Departments are eligible to apply for grants from the FEMA Assistance to Firefighter Grants program to enhance their ability to protect the public and fire service personnel from fire and related hazards. FEMA grants are awarded on a yearly basis. If awarded, the anticipated award date for this application is September, 2016.

A 5% cash match, in the amount of \$8,750 is required which will be used to purchase smoke detectors and pay for bilingual educational materials. The \$8,750 match is already budgeted for FY16/17 and we will be expending that amount on smoke detectors and educational materials regardless of the grant.

If awarded, the \$175,000 in grant funding provided by FEMA will be used for:

- o Off-set of 50% salary and benefits for one year of a Fire Inspector, this position is currently a fully-funded budgeted position (a cost savings of \$93,900)
- o Purchase of bilingual educational materials to promote fire prevention
- o Purchase of 2,000 smoke detectors
- o Overtime for personnel to install smoke detectors in partnership with the Red Cross

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

FINANCIAL IMPACT

If awarded, \$175,000 in funding would be provided by FEMA. The grant program requires a five percent (5%) matching contribution from the City of \$8,750. Funding for the match has been included in the recommended budget for FY16/17 Fire Prevention Division to purchase smoke detectors and educational materials in account 101-2202-802.81-04.

ATTACHMENTS:

Attachment A - 20160517-IC-FI Submit AFG Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

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

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

WHEREAS, the Fire Department has requested that City Council approve the submittal of a grant application to the Federal Emergency Management Agency (FEMA) for \$175,000 in Assistance to Firefighter grant funds to enhance their ability to protect the public.

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

PASSED AND ADOPTED THIS 17th day of May, 2016, by the following vote:

AYES:

NOES:

ABSENTS:

Timothy Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Daniel Martinez, City Clerk

Stephen Fischer, City Attorney



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 1

DATE: May 10, 2016

TO: City Council

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

FROM: Maria Hurtado, Assistant City Manager

SUBJECT: Correct Clerical Error Calculation of Interest Income Budgeted in FY 2015-16 for All Maintenance Assessment Districts. (05/15)

CONTACT: Mike More, Finance
Mike.More@oxnard.org, 385-7480

RECOMMENDATION:

That City Council approve a budget adjustment to reduce the interest income budgeted in Fiscal Year 2015-16 for all the Maintenance Assessment Districts.

BACKGROUND

On June 23, 2015, City Council adopted resolutions to levy the FY 2015-16 assessments for Maintenance Assessment Districts No. 1 through 60. This agenda item corrects a clerical error in Maintenance Assessment Districts 1-60, which had incorrect amounts budgeted for interest income in FY 2015-16.

The attached budget adjustment reflects the reduction to the budget in all the Maintenance Assessment Districts to the appropriate amount calculated based on the City's investment portfolio weighted average yield of 0.873% as of June 30, 2015 and unaudited fund balances for all the Maintenance Assessment Districts as of June 30, 2015.

Correct Interest Income Amounts Budgeted in FY 2015-16 for All Maintenance Assessment Districts
May 10, 2016
Page 2

FINANCIAL IMPACT

There is no financial impact to the Maintenance Assessment District funds. Reduction of the interest income does not affect the actual amount of the FY 2015-16 levy because, in prior years, interest earnings were not taken into account in setting up the assessment levy. However, assessments in FY 2016-17 will include credit for interest allocated to each assessment district. This is a reduction of \$489,828 in the FY 2015-16 Budget for interest income in all Maintenance Assessment Districts. The original budgeted amount approved on June 23, 2015 for interest income in FY 2015-16 for all Maintenance Assessment Districts is \$554,740. The appropriate budget amount for FY 2015-16 interest income is \$64,912.

ATTACHMENTS:

A. BUDGET ADJUSTMENT

REQUEST FOR BUDGET APPROPRIATION

Department: Finance
 Project/Program
 Manager: Mike More

Date: May 5, 2016
 Phone: (805) 385-7480

Reason for Appropriation:

To reduce the FY 2015-16 Interest Income budget for all Maintenance Assessment Districts

<u>Accounts and Descriptions</u>	<u>AMOUNT</u>
Fund: 124 (LMD #3 River Ridge)	
Revenues	
124-5702-571-7481 INTEREST INCOME-INVESTMT	-262
Sub-total Revenues	-262
Net Change to Fund Balance	-262

Fund: 137 (LMD #20 Volvo & Harbor)	
Revenues	
137-5702-571-7481 INTEREST INCOME-INVESTMT	-10
Sub-total Revenues	-10
Net Change to Fund Balance	-10

Fund: 148 (LMD #28 Harborside)	
Revenues	
148-5702-571-7481 INTEREST INCOME-INVESTMT	-415
Sub-total Revenues	-415
Net Change to Fund Balance	-415

Fund: 151 (LMD #30 Haas Automation)	
Revenues	
151-5702-571-7481 INTEREST INCOME-INVESTMT	-202
Sub-total Revenues	-202
Net Change to Fund Balance	-202

Fund: 153 (LMD #32 Oak Park)	
Revenues	
153-5702-571-7481 INTEREST INCOME-INVESTMT	-189
Sub-total Revenues	-189
Net Change to Fund Balance	-189

Fund: 154 (LMD #33 El Paseo)	
Revenues	
154-5702-571-7481 INTEREST INCOME-INVESTMT	-126

Sub-total Revenues	-126
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Net Change to Fund Balance	-126
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Fund: 155 (LMD #35 Airport Marina Center)

Revenues

155-5702-571-7481	INTEREST INCOME-INVESTMT	-196
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Sub-total Revenues	-196
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Net Change to Fund Balance	-196
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Fund: 156 (LMD #34 Sunrise Pointe)

Revenues

156-5702-571-7481	INTEREST INCOME-INVESTMT	-180
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Sub-total Revenues	-180
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Net Change to Fund Balance	-180
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Fund: 157 (LMD #36 Villa Santa Cruz/Villa Carmel)

Revenues

157-5702-571-7481	INTEREST INCOME-INVESTMT	-449
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Sub-total Revenues	-449
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Net Change to Fund Balance	-449
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Fund: 158 (LMD #37 Pacific Breeze)

Revenues

158-5702-571-7481	INTEREST INCOME-INVESTMT	-152
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Sub-total Revenues	-152
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Net Change to Fund Balance	-152
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Fund: 159 (LMD #38 Aldea Del Mar)

Revenue

159-5702-571-7481	INTEREST INCOME-INVESTMT	-308
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Sub-total Revenues	-308
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Net Change to Fund Balance	-308
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Fund: 160 (LMD #39 El Sueno/Promesa)

Revenues

160-5702-571-7481	INTEREST INCOME-INVESTMT	-856
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Sub-total Revenues	-856
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Net Change to Fund Balance	-856
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Fund: 162 (LMD #40 Cantada)**Revenues**

162-5702-571-7481	INTEREST INCOME-INVESTMT	-379
	Sub-total Revenues	-379

Net Change to Fund Balance	-379
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Fund: 164 (LMD #42 Cantabria & Coronado)**Revenues**

164-5702-571-7481	INTEREST INCOME-INVESTMT	-1,016
	Sub-total Revenues	-1,016

Net Change to Fund Balance	-1,016
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Fund: 165 (LMD #43 Greenbelt)**Revenues**

165-5702-571-7481	INTEREST INCOME-INVESTMT	-391
	Sub-total Revenues	-391

Net Change to Fund Balance	-391
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Fund: 170 (LMD Combining Funds)**Revenues**

170-8001-571-7481	INTEREST INCOME-INVESTMT (LMD # 44 American Pacific Homes)	-28,234
170-8002-571-7481	INTEREST INCOME-INVESTMT (LMD # 45 Channel Pointe)	-28,862
170-8003-571-7481	INTEREST INCOME-INVESTMT (LMD # 46 Daily Ranch)	-37,733
170-8004-571-7481	INTEREST INCOME-INVESTMT (LMD # 47 Sycamore Place)	-26,009
170-8005-571-7481	INTEREST INCOME-INVESTMT (LMD # 48 Victoria Estates)	-25,044
170-8006-571-7481	INTEREST INCOME-INVESTMT (LMD # 49 Cameron Ranch)	-28,671
170-8007-571-7481	INTEREST INCOME-INVESTMT (LMD # 50 Pleasant Valley Senior Housing)	-29,016
170-8008-571-7481	INTEREST INCOME-INVESTMT (LMD # 51 Pfeiler)	-24,761
170-8009-571-7481	INTEREST INCOME-INVESTMT (LMD # 52 Wingfield Homes)	-26,466
170-8010-571-7481	INTEREST INCOME-INVESTMT (LMD # 53 Huff Court)	-29,261
170-8012-571-7481	INTEREST INCOME-INVESTMT	-28,846

REQUIRES CITY COUNCIL AUTHORIZATION

BA Doc# (Finance Use)

	(LMD # 54 Meadow Crest Villas)	
170-8013-571-7481	INTEREST INCOME-INVESTM'T (LMD # 55 Wingfield West)	-28,725
170-8014-571-7481	INTEREST INCOME-INVESTM'T (LMD # 56 The Cottages)	-29,167
170-8015-571-7481	INTEREST INCOME-INVESTM'T (LMD # 57 Golden State Self Storage)	-28,883
170-8016-571-7481	INTEREST INCOME-INVESTM'T (LMD # 58 Westwind)	-27,836
170-8017-571-7481	INTEREST INCOME-INVESTM'T (LMD # 59 Orbelá)	-28,585
170-8018-571-7481	INTEREST INCOME-INVESTM'T (LMD # 60 Artisan)	-28,603
	Sub-total Revenues	<u>-484,698</u>
Net Change to Fund Balance		<u>-484,698</u>
Net Appropriation Change		<u>-489,828</u>

Approvals	
Department Director	_____
Chief Financial Officer	_____
City Manager	_____



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 2

DATE: May 10, 2016

TO: City Council

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

FROM: Ashley Golden, Development Services Director

SUBJECT: Adoption of Speed Zone Surveys. (05/10)

CONTACT: Jason Samonte, Development Services
Jason.Samonte@oxnard.org, 385-7872

RECOMMENDATION:

That City Council adopt the Citywide Speed Zone Survey (SZS) which establishes the posted speed limits on City streets.

BACKGROUND

It is important for public safety that vehicle speed limits be posted. Posting artificially low speed limits can lead to rear end collisions between drivers traveling at the posted speed limit opposed to drivers traveling at the prevailing speed. In addition, valid posted speed limits allow speeding violations to be upheld in a court of law.

The California Vehicle Code (CVC) requires that a Speed Zone Survey (SZS) be conducted prior to the posting and enforcement of Speed Limits on streets. The CVC also requires that these survey's be updated every 5 years unless there have been no significant changes on the roadway in which case the survey can be extended up to 5 additional years. The methodology for conducting a SZS is outlined in the Manual on Uniform Traffic Control Devices (MUTCD) which is a publication of the Federal Highway Administration (FHWA).

A SZS consists of an Engineering and Traffic Study, which includes analyzing collision data and a field investigation to review the existing conditions of each roadway. That investigation includes confirming the existing speed limits and sign locations, review of the roadway

Adoption of Speed Zone Surveys

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conditions including number of lanes, lane widths, parking lanes, bike lanes, pedestrian crossings, bicycle and pedestrian volumes, adjacent schools, land use, the presence of medians, and any other conditions not readily apparent to a public vehicle operator. In addition the Engineering and Traffic Survey must have speed surveys performed at the survey locations with the use of radar or another accepted electronic device.

Typically not all SZS's expire at the same time, and therefore a Citywide SZS has not been previously completed. However, the City arrived at a situation where a majority of SZS's were expired or nearly expired, and a Citywide SZS was advisable.

For this study, 140 locations were surveyed and analyzed. As SZS's are updated it is not necessary to have them approved by City Council unless the SZS shows that the Speed Limit has to be changed. Per the Citywide SZS the following was recommended:

Decrease in Speed Limit (4 locations):

- Camino Del Sol from Entrada Drive to Rose Avenue from 45 mph to 40 mph
- Gonzales Road from Snow Avenue to Rose Avenue from 45 mph to 40 mph
- Gonzales Road from Rose Avenue to Lombard Street from 45 mph to 40 mph
- Victoria Avenue from Hemlock Street to Wooley Road from 50 mph to 45 mph

Established Speed Limits (none previously existed) (12 locations):

- Auto Center Drive from Rose Avenue to Paseo Mercado at 40 mph
- Auto Center Drive from Paseo Mercado to Santa Clara Avenue at 40 mph
- C Street from Glenwood Drive to Gonzales Road at 25 mph
- Etting Road from Pleasant Valley Road to East City Limits at 35 mph
- Lockwood Street from Rose Avenue to Eastern Terminus at 40 mph
- Olds Road from Sanford Street to Etting Road at 40 mph
- Rice Avenue from Gonzales Road to Auto Center Drive at 50 mph
- Ventura Boulevard from Vineyard Avenue to Balboa Street at 40 mph
- Ventura Boulevard from Balboa Street to Rose Avenue at 40 mph
- Ventura Road from Channel Islands Boulevard to Hemlock Street at 45 mph
- Ventura Road from Second Street to Doris Avenue at 45 mph
- Victoria Avenue from Lakeshore Drive to Curlew Way at 50 mph

In addition the SZS recommended increasing the speed limit in 34 locations by 5 mph, with the exception of Teal Club Road which recommends an increase of 10 mph (35 mph to 45 mph). Lastly the SZS recommends no changes for 90 locations surveyed. All the proposed changes and speed survey locations are included in Attachment A.

FINANCIAL IMPACT

There is no financial impact to the general fund. The total estimated cost is \$40,000. There are available funds in account 181-3102-803-8121 in the amount of \$12,000 in the current FY 15/16

Adoption of Speed Zone Surveys

May 10, 2016

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budget and \$23,000 is recommended to be used from the FY 16/17 budget. The costs are associated with the changing out of speed limit signs at 50 locations. Each location will require the installation of 4 new signs. On average it costs about \$200 to install a new sign or replace an existing sign. The total cost includes mounting hardware and City staff time.

Note: Attachment A has been provided to City Council under separate cover. Copies for review are available at the Help Desk in the Library after 6:00 p.m. on Wednesday prior to the Council meeting and in the City Clerk's Office after 10:00 a.m. on Thursday prior to the Council meeting.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 3

DATE: May 10, 2016

TO: City Council

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

FROM: Ashley Golden, Development Services Director

SUBJECT: Update on Traffic Engineering Projects. (10/45)

CONTACT: Jason Samonte, Development Services
Jason.Samonte@oxnard.org, 385-7872

RECOMMENDATION:

That City Council receive a report on Traffic Engineering Projects including the Intelligent Transportation System (ITS), Truck Routes, and the Rice Avenue Bridge over Fifth Street/Union Pacific Railroad (UPRR) Tracks.

BACKGROUND

This City's 2030 General Plan Infrastructure and Community Services (ICS) Chapter replaced the Circulation, Public Facilities, and Open Space Elements of the 2020 General Plan. This General Plan chapter focuses on infrastructure in the City, including roadways and transit. Goal ICS-2 of the 2030 General Plan Chapter calls for "A transportation system that supports existing, approved, and planned land uses throughout the City while maintaining a level of service (LOS) 'C' at designated intersections unless excepted." LOS is a qualitative measurement of operational characteristics of traffic flow on a roadway or at the intersection of roadways, based on traffic volumes and facility type. Traffic operations are described in a qualitative manner using levels ranging from "A" to "F", with "A" representing the highest level of service. The City adopted a standard of LOS C for all intersections except the following five, which operate below LOS C:

1. C Street and Wooley Road
2. Oxnard Boulevard and Vineyard Avenue

3. Oxnard Boulevard and Gonzales Road
4. Gonzales Road and Rose Avenue
5. Five Points (Oxnard Boulevard/Saviers Road/Wooley Road)

In determining the qualitative measure assigned to a facility or intersection, the following characteristics are considered: speed, delay, maneuverability, driver comfort and convenience. In general, the following descriptions apply to the qualitative levels described above: “A” – free flow; “B” – reasonably free flow; “C” – stable flow; “D” approaching unstable flow; “E” – unstable flow; and “F” - forced or breakdown flow. The projects described below will assist the City in achieving a LOS C throughout the City.

Intelligent Transportation System (ITS):

A major component of meeting Goal ICS-2, to maintain a LOS C, is the Intelligent Transportation System (ITS). ITS connects most signals to a central computer and allows real-time management of traffic. The City has invested over \$7,300,000 for the installation of the ITS infrastructure. The final street segment, Oxnard Boulevard, was completed on April 29, 2016. With the completion of Oxnard Blvd we now have communication to all traffic signals along Oxnard Boulevard as well as video surveillance along Oxnard Boulevard. The next step to fully realize the benefits of ITS is to invest approximately \$350,000 to acquire software (Adaptive Traffic Signal Control (ATSC)) and hire a consultant to install and integrate the system. The money for ATSC software has not yet been budgeted or identified.

ATSC is essentially software that operates by counting vehicle volume every traffic signal cycle (green, yellow, red) through the intersection and then adjusting the signal timing on the next cycle to accommodate the traffic volumes. ATSC will also maximize coordination between traffic signals to reduce congestion.

Truck Routes:

In 2013 the City gained control of Oxnard Boulevard and portions of Fifth Street and Vineyard Avenue from the State Department of Transportation (Caltrans). General Plan Policy “ICS-2.13 Oxnard Boulevard, Fifth Street, and Corridor Studies” called for the initiation of a corridor study for Oxnard Blvd. and Fifth Street after the State’s relinquishment of the streets to the City. In 2013 the City secured a \$250,000 grant from Caltrans to implement this policy. The corridor study, termed Oxnard Community Corridor Transportation Improvement Plan (OCCTIP), consists of 6 miles of Oxnard Boulevard, a 2-mile segment of Fifth Street and a 0.4-mile segment of Vineyard Avenue handed over to the City of Oxnard in 2013 by the California Department of Transportation (Caltrans). The study includes a complete streets program with improvements that include the addition of bicycle lanes, ADA-accessible sidewalks and crossings, public art and Gold Coast Transit-designated bus stops. The final draft OCCTIP report was completed in February 2016 after two years of community planning workshops. The Planning Commission received the final OCCTIP study at their April 21st meeting.

OCCTIP paved the way for the recommendation of this report to change the truck routes in the City. A Truck Route is a defined roadway meant for vehicles with a manufacturer's gross

vehicle weight of 33,000 pounds or more. General Plan policy ICS- 4.3 “Truck Route Designation and Buffers” calls for coordinating with the City of Port Hueneme and the County of Ventura to designate commercial vehicle routes that improve goods movement through the City with minimal impact on residential areas. This policy, in conjunction with the OCCTIP study, lead to the following recommended changes to designated truck routes:

1. Remove Oxnard Boulevard from Gonzales Road to Five Points,
2. Remove Rose Avenue from Gonzales Road to Fifth Street.

The removal of these roadway segments as designated Truck Routes will reduce trucks adjacent to residential areas. In addition, it removes the designation from a portion of former state highway that divides our downtown. This is important to allow the downtown to redevelopment with a pedestrian and bicycle oriented focus. As a result of removing these truck route segments there will be an increase in truck traffic on existing Truck Routes including Rice Avenue, Gonzales Road, Ventura Road and Victoria Avenue. These roadway segments can accommodate the diverted trucks. This recommendation supports General Plan Policy ICS- 4.3 “Truck Route Designation and Buffers” while amending the designated truck routes map.

Our next step will be to implement General Plan Policy ICS-4.4 “Truck Route Compliance” that calls for staff working with agencies and commercial businesses involved with goods movement to ensure that truck routes are adhered to by commercial vehicle drivers. This action will not eliminate truck traffic from the undesignated roadway segments as trucks are still allowed on undesignated truck routes. In the case of *Devenceze v. City of Fremont, et al.* (N.D. Cal. C020046CRB) the court ruled that commercial trucks are permitted on restricted roadways provided it is the most direct route from the designated truck route to the destination.

Rice and Fifth Street:

General Plan Policy ICS-4.2 “Study Separating Rail and Roadways and Buffers” calls for the study of alternatives to separate railroad movements from roadways intersecting Oxnard Boulevard and Fifth Street adjacent to the Union Pacific Railroad to increase public safety. The City has begun the process to design a bridge on Rice Avenue going over Fifth Street and the Union Pacific Railroad Tracks. The City of Oxnard took on this endeavor as part of an effort to enhance safety and facilitate commerce by improving intermodal access to the Port of Hueneme. The actual project is to build a bridge on Rice Avenue with 3 lanes in each direction, bicycle lanes, and sidewalks on both sides. Rice Avenue will go over the Union Pacific Railroad Tracks and because of the proximity of Fifth Street to the Railroad Tracks the bridge will also go over Fifth Street. The project will include installation of 2 ramps connecting Rice Avenue with Fifth Street and each of the ramps will be traffic signal controlled at their intersections with Fifth Street. The construction of the ramps will result in opportunities for enhanced landscaping. This will eliminate Rice Avenue crossing with the railroad tracks which will enhance safety. The environmental studies will conclude in March 2017 after which the preparation of engineering plans will start. The engineering plans should be completed in September of 2018 after which, if funding has been secured, construction can begin. Construction will take approximately two years and will last until the end of 2020 or the beginning of 2021.

Full funding for construction of the project has not been secured and it is unknown how long it will take to secure necessary funding. The Ventura County Transportation Commission helped the City obtain funding to complete the environmental clearance studies. These studies are now underway and should be completed by early next year. Once the environmental studies are cleared the next phase of the project will be the preparation of engineering designs. Recently Congresswoman Julia Brownley (D-Westlake Village) announced that \$1.523 million was secured for the design of the project. Construction of the bridge is estimated at over \$40 million dollars.

Currently the funding for this project is coming from various sources which include:

- Federal Surface Transportation Funds (STP) (\$1,760,000) for environmental study and preliminary design. Funds are being expended now
- Federal Railroad Administration (FRA), Safe Transportation of Energy Products (STEP) Rail Grant (\$1,523,318) for engineering design. Funds must be obligated by the end of 2017.
- California Public Utilities Commission, Section 190 Fund, (\$5,000,000) for acquisition of right of way and construction. This project is ranked third on a list of 38 projects and funds must be applied for within 5 years of establishment of the list. The list was established by the Public Utilities Commission on March 10, 2016.
- Circulation System Improvement Fund (CSIF), (\$240,000) for environmental study and preliminary design. No deadline for when funds must be obligated.
- Union Pacific Railroad Company is required to contribute up to 5% of construction costs for any structure directly over their property. No deadline for when funds must be obligated.
- The Ventura County Transportation Commission (VCTC) is committed to providing funds for the project. No deadline for when funds must be obligated.

FINANCIAL IMPACT

ITS: The cost to acquire the software and hire a consultant to install and integrate ITS is estimated at \$350,000. There are no funds budgeted for this software, nor is this report requesting the funding. Funding for ITS software will be explored in the FY 16/17 budget.

Truck Routes: Gas Tax Funds designated for sign maintenance can be used to fund the removal of old, and installation of new, truck route signs. To remove the truck route designation from 2 roadway segments will be an estimated \$5,000 for time and material.

Rice Avenue Bridge: The cost to complete the environmental study for the Rice Avenue Bridge over Fifth Street/UPRR Tracks will be over \$1,000,000 and there are grant funds available to

fully cover the cost. The cost to design, acquire right of way, and construct the bridge is estimated at \$40,000,000. Funding for this part of the project will come from a variety of sources including grant funds, contributions from stakeholders such as the Ventura County Transportation Commission and/or the Port of Hueneme, and assistance from both the State and Federal Government. There are no funding requests related to the Rice Avenue Bridge as part of this report.

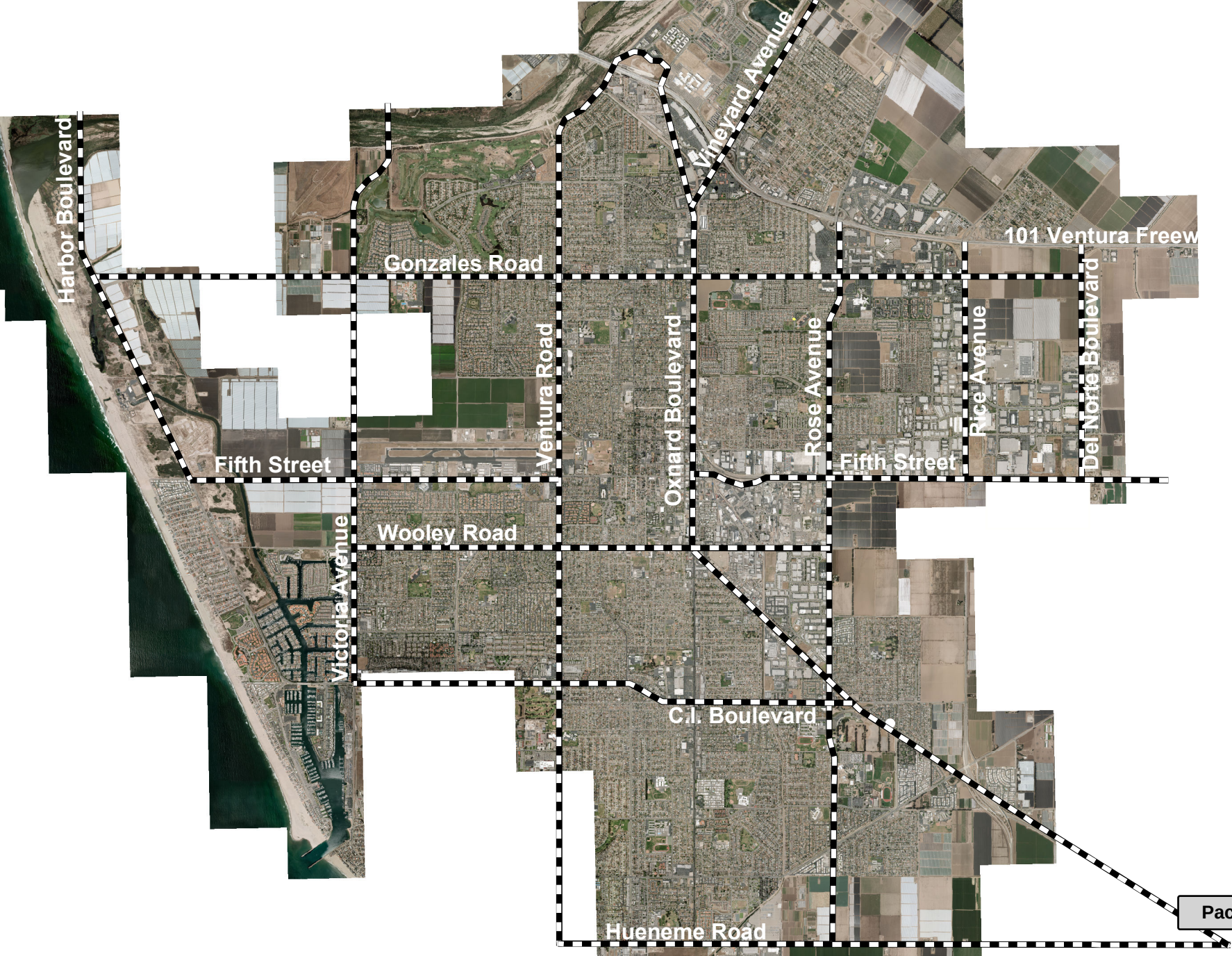
ATTACHMENTS

- A. Existing Truck Route Exhibit
- B. Proposed Truck Route Exhibit

ATTACHMENTS:

Attachment A. Truck Route Exhibit

Attachment B. Proposed Truck Route Exhibit







**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: REPORT

AGENDA ITEM NO.: 4

DATE: May 10, 2016

TO: City Council

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

FROM: Daniel Rydberg, Public Works Director

SUBJECT: Joint Use Agreement with Oxnard School District. (10/10)

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

RECOMMENDATION:

That City Council approve the Joint Use Agreement No. A-7870 with the Oxnard School District to allow exclusive use of a portion of Lemonwood Park, located at 2055 East San Mateo Road, from 8:00 a.m. to 3:30 p.m. each and every day that school is in session for a period of approximately 24 months.

BACKGROUND

The Oxnard School District has adopted a Facilities Implementation Plan that includes a project to replace the aging facilities at Lemonwood Elementary School. The Lemonwood Elementary School project provides for the complete reconstruction/replacement of the school facilities in phases. The new school facilities are planned to be constructed in the current play and recreation areas within the current school property boundaries. Oxnard School District must identify alternative locations for play and recreation areas during construction phases. There are no alternative locations available at Lemonwood Elementary School, within the current school property boundaries.

Lemonwood Park is City-owned and operated, and is directly adjacent to Lemonwood Elementary School. The Oxnard School District has requested the City of Oxnard enter into a joint-use agreement allowing use of Lemonwood Park for play and recreation areas during school hours, for the duration of the construction project. This project is estimated to take

Joint Use Agreement with Oxnard School District
May 10, 2016
Page 2

approximately two (2) years to complete. The proposed joint-use will not significantly disrupt the access and operation of Lemonwood Park during non-school hours.

The Agreement No. A-7870 is proposed for a two (2) year term. The Oxnard School District will pay a monthly fee of \$100.00 (for a total of \$2,400 over the two (2) year term) to the City to offset the costs of increased maintenance at the park. The increased maintenance would be for additional aerification to address compaction of the turf area due to the additional use. There is no expected increase in the use of utilities beyond what is required for current, regular maintenance.

FINANCIAL IMPACT

The funds paid by the Oxnard School District to the City in the amount of \$100 per month will offset the costs of increased maintenance (aerification) at the park due to this agreement. These funds will be deposited into the General Fund Revenue Account Number 101-5701-581-7523.

ATTACHMENTS:

Attachment A - Agreement No. A-7870

OSD # 15-162

Agreement No. A-7870

**MEMORANDUM OF UNDERSTANDING REGARDING
THE JOINT USE OF LEMONWOOD PARK BY AND BETWEEN
CITY OF OXNARD AND OXNARD SCHOOL DISTRICT**

This Memorandum of Understanding Regarding the Joint Use of Lemonwood Park ("Agreement") is entered into this 9th day of December, 2015, by and between the City of Oxnard, a California municipality, hereinafter referred to as the "City", and the Oxnard School District, a California public elementary school district organized under the laws of the State of California, hereinafter referred to as the "District".

RECITALS

WHEREAS, in January 2013, the Board of Trustees adopted a Facilities Implementation Plan designed to reconfigure and improve the District's facilities;

WHEREAS, the replacement of the aging facilities at Lemonwood Elementary School, recently reconfigured to a K-8 School, has been identified as Project 3 of the Measure "R" Facilities Implementation Program ("Project");

WHEREAS, the Project provides for the complete reconstruction/replacement of the school with minimal disruption to the existing school site which will remain in operation throughout the design and construction of the new school facilities;

WHEREAS, the new school will be constructed in the play and recreational areas of the existing Lemonwood Elementary School thereby requiring that the school identify alternative areas for play and recreation areas;

WHEREAS, the adjacent Lemonwood Park is a City-owned and operated park;

WHEREAS, the District seeks to enter into an agreement with the City to jointly use a portion of the Lemonwood Park for play and recreation areas during the school day;

WHEREAS, the City recognizes the District's needs and can accommodate those needs during the school day without significantly disrupting the access and operation of the Lemonwood Park;

NOW THEREFORE, for good and valuable consideration, mutually acknowledged by the Parties, the Parties agree as follows:

1. **Property.** The real property that is the subject of this Agreement consists of a portion of Lemonwood Park (the "Park") located at 2055 East San Mateo Road, Oxnard, CA 93033. A satellite image of the area is attached hereto as Exhibit A. The portion of the Park that is subject to joint use is identified in the highlighted portion of the map attached as Exhibit A.

2. **Term.** The term of this Agreement shall commence upon January 4, 2016 and shall continue for a period of 24 months or upon substantial completion and beneficial occupancy of the new school, whichever occurs earlier. There shall be an option to extend the Agreement by a period of up to 12 months to accommodate construction phasing or any delay in the completion of the project if agreed to in writing by the District and City as detailed in paragraph 7.

3. **City Use of the Park.** The City shall have exclusive use of the facilities in the Park for park and recreational purposes and the use by the general public at all such times not reserved for the District pursuant to paragraph 4.

4. **District Use of the Park.**

a. The District shall have exclusive use of those portions of the Park designated on Exhibit A and all facilities therein, from 8:00 a.m. to 3:30 p.m., on each and every day that school is in session. District shall submit an annual School Year Calendar to the City during the term of this Agreement.

b. The District shall not deny access to those portions of the Park not designated for exclusive District use on Exhibit A to members of the public at any time nor erect or construct barriers such as fencing at the Park. The District hereby acknowledges that: 1) those portions of the Park not designated for exclusive District use on Exhibit A are open to the public, and 2) the City is not responsible for screening members of the public that use or access the Park, including areas designated for District use.

5. **District Responsibilities.**

a. The District shall not lease or sublease the Park.

b. The District shall provide recess monitors while District students are using the Park pursuant to this Agreement pursuant to its normal procedures.

c. The District shall be responsible for trash and litter collection generated by the District's use of the Park in a manner consistent with the City's standards.

d. The District shall be responsible for any damage to Park facilities caused by District students or staff.

e. The District agrees to pay a monthly fee of \$100.00 to the City to offset the costs of increased maintenance at the Park due to this Agreement.

6. **City Responsibilities.**

a. With the exception noted in section 5(c), the City shall maintain the Park in a neat, clean and workmanlike manner consistent with the City's standards, including trash and litter collection and removal. All maintenance and repairs in the Park shall be accomplished by the City's employees or by the District's contractors or by volunteers or nonprofit organizations directly under the control of the City, including but not limited to repairs to building, restrooms facilities, drinking fountains, and repair/cleanup of graffiti and vandalism issues.

b. The City shall be responsible for landscape and grounds maintenance of the Park throughout the term of the Agreement.

c. If the City sponsors and/or coordinates a recreational program or other use of the Park, the City shall coordinate with the District and be responsible for authorizing such use and cleanup after such use.

d. The City shall be responsible to open and close the public park restroom facilities daily, including all weekends and holidays.

7. **Joint Review.** The City and the District shall meet annually prior to July 1 of each year to review the joint use of the Park, insurance limits, maintenance responsibility, maintenance standards, and maintenance costs. As a result of this review, the use schedule, insurance limits, maintenance responsibility, maintenance standards, and maintenance cost provided in this Agreement may be revised for the subsequent year upon the mutual consent of both the City and the District, evidenced by a written amendment to this Agreement, executed by the City Manager and the District Superintendent. The City and the District may meet more often as needed pursuant to the request of either party to the other. If any issue that arises during the joint review sessions cannot be resolved at the staff level, then the matter at issue shall be referred to the District Superintendent and the City Manager who shall meet together and resolve the matter.

8. **Neighborhood Cooperation and Involvement.** The City and the District shall both continually cooperate and coordinate with the neighborhood in which the Park is located. This coordination shall recognize that the neighborhood involvement is an integral element in the success and full acceptance of a joint use Park facility. The City and the District shall participate with and attend neighborhood council meetings as requested.

9. **General Terms and Conditions.** The City and the District hereby agree to the following Thirteen (13) general terms and conditions:

GENERAL TERMS AND CONDITIONS

1. **Entry and Inspection.** The City reserves, and shall always have the right, subject to reasonable notice during the District's hours of use, to enter upon the Park for the purpose of viewing and ascertaining the condition thereof.

2. **Assignment.** Neither the District nor the City shall assign this Agreement or any interest herein, without the prior written consent of the other. Any such assignment without such consent shall be void.

3. **Compliance with Law.** At each parties' sole cost and expense the District and the City shall comply, and shall secure compliance by persons within the control and authority of each, with all the requirements of applicable state and federal authorities now in force, or which may hereafter be in force, pertaining to the said premises or the operations conducted thereon, and shall faithfully observe and secure observance of all state and federal statutes now in force or which may hereafter be in force in the use of the premises by persons within the control and authority of each.

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4. **Assigns.** Time is of the essence of each and all of the terms and provisions of this Agreement, and this Agreement shall inure to the benefit of and be binding upon the parties hereto and any successors thereof as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations, and agreements in the Agreement shall extend to and bind any successor or successors of the parties.

5. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition of this Agreement.

6. **Administration of Agreement: Notice.** Control and administration of this Agreement is under the jurisdiction of the Superintendent as to the District's interest herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law required to be given or served upon the District may be given or served by certified letter deposited in the United States mail, postage prepaid, and addressed to the Oxnard School District, 1051 South A Street, Oxnard, California 93030, Attention: Superintendent, or may be personally served upon the District or any person hereafter authorized by the District to receive such notice. Control and administration of this Agreement is under the jurisdiction of the City Manager as to the City's interest herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law required to be given or served upon the City may be given or served by certified letter deposited in the United States mail, postage prepaid, and addressed to the City Manager, City of Oxnard, 300 West Third Street, Fourth Floor, Oxnard, California 93030, or may be personally served upon the City or any person hereafter authorized by the City to receive such notice. Any notice or notices given or served as provided herein shall be effective and binding for all purposes, upon the parties so served upon personal service or forty-eight (48) hours after mailing in the manner required herein.

7. **Remedies.** In the event that either party shall default in the performance or fulfillment of any covenant or condition herein required to be performed or fulfilled by that party and shall fail to cure said default within sixty (60) days after the service of written notice upon the defaulting party as provided in paragraph 6, specifying the default complained of, then the party that gave such written notice may, at its option, without further notice or demand upon the defaulting party or upon any person claiming through the defaulting party, immediately terminate this Agreement and all rights of the defaulting party and of all persons claiming rights through the defaulting party. Notwithstanding the above provisions, in the event that any default cannot be cured within one hundred sixty (60) days after the service of written notice upon the defaulting party, the party that gave notice shall not terminate this Agreement pursuant to said default if the defaulting party immediately on receipt of notice commences to cure said default and diligently pursues such cure to completion.

8. **Mutual Indemnity.**

a. **City's Indemnity Obligation.** To the fullest extent permitted by California law, City shall at its sole expense indemnify, protect, defend and hold harmless District, its

officers, agents, employees, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by City or by any individual or entity for which City is legally liable, including but not limited to officers, agents, employees or sub-contractors of City. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of District, its officials, elected board members, employees, and volunteers. Except as specifically provided in this Agreement, in no event shall City be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of City and shall survive the termination of this Agreement.

b. **District's Indemnity Obligation.** To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless the City and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by District or by any individual or entity for which District is legally liable, including but not limited to officers, agents, employees or sub-contractors of District. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of City, its officials, elected council members, employees, agents, or program participants. Except as specifically provided in this Agreement, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of District and shall survive the termination of this Agreement.

9. **Insurance.** The District represents to the City that the District is legally self-insured for its public liability, and property damage risk through the Ventura County Schools Self Funding Authority (VCSSFA), a joint powers agreement (JPA) for one million dollars (\$1,000,000), and maintains qualified claims investigators for the purpose of administering its self-insured claims. The District's participation in VCSSFA shall protect against loss from liability imposed by law for damages to property or on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of the District in the Park or any person acting for the District

or under the District's control or direction in the Park. Such public liability and property damage insurance JPA participation shall be maintained in full force and effect during the entire term of this Agreement, in the amount of no less than one million dollars (\$1,000,000), combined single limit liability. The District shall submit proof of JPA participation to the Finance Director of the City on or before the commencement of the term of this Agreement indicating full coverage of the contractual liability imposed by this Agreement and stipulating that the insurance selected by the District shall not be subject to cancellation, any change in coverage, reduction in limits or non-renewal, except after written notice to the City by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

The District shall not use or permit the use of the Park for any purpose other than these allowed by this Agreement. The District at its sole cost and expense shall secure compliance with all insurance requirements necessary for the maintenance of reasonable fire and public liability insurance covering the Park, its buildings and appurtenances during the District's use.

10. **Legal Proceedings.** The parties agree that the law of the State of California shall be used in interpreting this Agreement and will govern all disputes and determine all rights thereunder.

11. **Verbal Agreements.** This Agreement contains the complete expression of the whole agreement between the parties hereto and no promises, representations, agreements, warranties, or inducements will be given effect, except as are fully set forth herein. This Agreement cannot be renewed, enlarged, modified, or changed in any respect except by written agreement between the parties.

12. **Severance.** If any part of this Agreement is found by a court to be void or voidable, that part shall be severed from the remainder hereof, the latter to remain in full force and effect.

13. **Nondiscrimination.** The District, the City, and all others who from time to time may use the property and recreational facilities described herein with the permission and on the terms and conditions specified by both parties shall not discriminate in any manner against any person or persons on account of race, color, sex, creed, national origin, age or mental or physical disability, including, but not limited to, the providing of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.

IN WITNESS WHEREOF, this Agreement is executed by the City of Oxnard acting by and through its Mayor upon approval of the City Council, authorizing such execution, and by the Oxnard School District, acting by and through its Superintendent pursuant to authorization from its Board of Trustees.

Signatures on following page

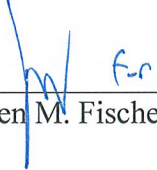
THE CITY OF OXNARD:

Tim Flynn, Mayor

ATTESTATION:

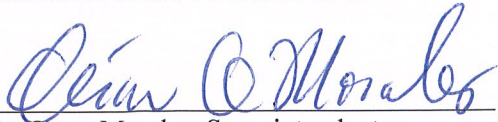
Daniel Martinez, City Clerk

APPROVED AS TO FORM:



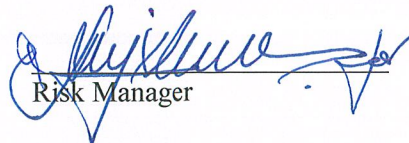
Stephen M. Fischer, Interim City Attorney

OXNARD SCHOOL DISTRICT:



Dr. Cesar Morales, Superintendent

APPROVED AS TO INSURANCE



Risk Manager

APPROVED AS TO CONTENT



Michael Henderson, Project Manager

EXHIBIT A
Joint Use Area of Lemonwood Park





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2016

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 Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street P.O. Box 1388 Ventura CA 93002-1388	CONTACT NAME: Mirna Hubbs PHONE (A/C No. Ext): (805) 585-6739 FAX (A/C No.): (805) 585-6839 E-MAIL ADDRESS: mhubbs@tolmanandwiker.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: VCSSFA</td> <td></td> </tr> <tr> <td>INSURER B: United Educators Ins</td> <td>10020 A</td> </tr> <tr> <td>INSURER C: Safety National Casualty Co</td> <td>15105 A</td> </tr> <tr> <td>INSURER D: Wesco Ins</td> <td>25010 A</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: VCSSFA		INSURER B: United Educators Ins	10020 A	INSURER C: Safety National Casualty Co	15105 A	INSURER D: Wesco Ins	25010 A	INSURER E:		INSURER F:	
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INSURER D: Wesco Ins	25010 A														
INSURER E:															
INSURER F:															
INSURED Oxnard School District Attn: Norma Magana 1051 South "A" Street Oxnard CA 93030															

COVERAGES

CERTIFICATE NUMBER: 15/16 GL/AU/XS/WC

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		VCSSFA LCM 2015-2016	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 350,000
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$
	☒ CA School Form						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC						GENERAL AGGREGATE \$
A	AUTOMOBILE LIABILITY			VCSSFA LCM 2015-2016	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 350,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS						\$
B	UMBRELLA LIAB ☒ OCCUR			RCN20150359501	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 5,000,000
	☒ EXCESS LIAB						AGGREGATE \$ 5,000,000
	DED ☐ RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		SP4053202	7/1/2015	7/1/2016	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ N						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Primary Workers' Comp			VCSSFA	7/1/2015	7/1/2016	\$600,000 S.I.R.
D	Excess Buffer Wkrs' Comp			WPF1103802 02	7/1/2015	7/1/2016	\$400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Lemonwood Park located at 2055 East San Mateo Road, Oxnard, CA 93033

GL: The Certificate Holder is Additional Insured as respects to use of city park for Oxnard School District activities during the 7/1/2015 - 7/1/2016 policy term per VCSSFAA12.

CERTIFICATE HOLDER

CANCELLATION

dean.yamamoto@ci.oxnard.ca City of Oxnard 300 W. Third Street Fourth floor 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 Dennis Corte/PAMELA <i>Dennis W. Corte</i>
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ENDORSEMENT AI-2

VCSSFA (LCM)

THIS ENDORSEMENT CHANGES THE VCSSFA LIABILITY COVERAGE MEMORANDUM. PLEASE READ IT CAREFULLY.

**AUTOMATIC ADDITIONAL INSURED –
MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies coverage afforded under the following:

**LIABILITY COVERAGE MEMORANDUM
APPENDIX "A" - DEFINITIONS**

DEFINITIONS, 3. Additional Covered Party is amended to include:

Any person(s) or organization(s) (hereinafter called **"Additional Insured"**) with whom you, the **"Member"** or **"Additional Covered Party"**, agree in a written or oral agreement to name as an insured or **"Additional Covered Party"**, is an **"Additional Covered Party"** with respect to liability arising out of the ownership, maintenance, operation or use of that part of the premises leased to you by such person(s) or organization(s), subject to the following exclusions, in addition to those listed in the VCSSFA Liability Coverage Memorandum, **Section V, Paragraph 1**.

The coverage afforded to the **"Additional Insured"** does not apply to:

- a) **"Bodily Injury"** or **"Property Damage"** occurring after you cease to be a tenant in that premises;
- b) **"Bodily Injury"** or **"Property Damage"** arising out of the sole negligence of the **"Additional Insured"**;
- c) Structural alterations, new construction or demolition operations performed by or on behalf of the **"Additional Insured"**;
- d) Liability assumed by the **"Additional Insured"** under any contract or agreement;
- e) **"Property Damage"** to:
 - 1) Property owned, used, occupied by, or rented to the **"Additional Insured"**;
 - 2) Property in the care, custody or control of the **"Additional Insured"** or its employee or agent, or as to which the **"Additional Insured"**, its employee or agent is for any purpose exercising physical control;

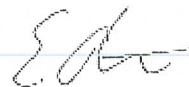
ENDORSEMENT AI-2

- f) Any liability which would otherwise be covered under **Section IV, 2, a**, to wit: liability (1) imposed by law, or (2) of others assumed or retained by the **"Member"** or **"Additional Covered Party"** under contract because of **"Errors and Omissions"**;
- g) Any liability which would otherwise be covered under **Section IV, Coverage Part B, 2, b**, to wit: **Conditional Coverages ("Wrongful Acts")**;
- h) Any liability which would otherwise be covered under **Section IV, Part B, 2, c**, to wit: **Expanded Coverages**.

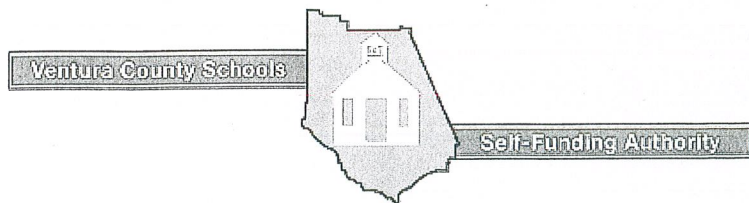
All other terms and conditions of the VCSSFA Liability Coverage Memorandum remain unchanged.

This endorsement is a part of the VCSSFA Liability Coverage Memorandum and takes effect on the effective date of the VCSSFA Liability Coverage Memorandum unless another effective date is shown below.

Must be completed		Complete only when this endorsement is not prepared with the LCM or is not to be effective with the LCM.
Endt # E-2	LCM # VCSSFA 2015-2016 and any applicable reinsurance	Effective on and after 07/01/2015, 12:01 a.m. standard time Issued to: Oxnard School District Issued by: VCSSFA Expiration Date: 07/01/2016



Authorized Representative



Login



Web



Site



5189A Verdugo Way, Camarillo, CA 93012-8653 • (805) 383-1969 •
FAX (805) 383-1971

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March 15, 2016

News

Internet Explorer Alert

If you are currently using Internet Explorer 10 as your browser, parts of this website may not be visible. We recommend that you use Google Chrome or Mozilla Firefox browsers for full functionality of this site.

Career Opportunities

[VCSSFA Employment
Application](#)

[Executive Assistant](#)

[Office Assistant](#)

Upcoming Events

[Executive Committee Meeting](#)
February 9, 2016

[Risk Management Committee
Meeting](#)
February 3, 2016

About Our Organization

The Ventura County Schools Self-Funding Authority (VCSSFA) is a Joint Powers Authority formed by the public school districts in Ventura County in 1982 as a State Regulated Public Entity under Title 1, Division 7, Chapter 5, Article 1, of the California Government Code.

Prior to 1982, there were two separate Joint Power Authorities (JPAs); one for Workers' Compensation and one for Liability and Property. The formation of these two JPAs by the local educational agencies of Ventura County was a direct result of the inability of public school districts to purchase specific insurance coverages and/or the absence of affordable insurance coverages in the commercial market. The two JPAs were merged by their member districts in 1982 to form the VCSSFA.

Our Purpose

The VCSSFA was established for the sole purpose of providing to its member school districts services and other programs necessary and appropriate for the establishment, operation, and maintenance of self-funded insurance programs to include, but not limited to, Workers' Compensation, General Liability, Auto Liability, Public Officials' Errors and Omissions, Property, Boiler & Machinery, Fiduciary Liability, and Risk Management and Safety Services relating to the aforementioned areas.

The VCSSFA is one of the best kept secrets within the educational community in our county. The VCSSFA deals with liability and property issues that would otherwise confound and potentially do irreparable harm to districts. The VCSSFA has a statewide reputation for excellence and ethical practices.

Board Meeting
March 15, 2016

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 5

DATE: May 10, 2016

TO: City Council

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

FROM: Daniel Rydberg, Public Works Director

SUBJECT: Approve South Oxnard Branch Library Settlement Appropriation (15/15)

CONTACT: Ralph Alamillo, Public Works
Ralph.Alamillo@oxnard.org, 385-8341

RECOMMENDATION:

That City Council approve a budget appropriation in the amount of \$905,000 from the General Fund – Fund Balance for the remediation of water damage and skylight at the South Oxnard Branch Library via Capital Outlay Fund - South Oxnard Improvement Capital Project.

BACKGROUND

In February 2005, general contractor, Viola, Inc. was awarded the building contract for the new South Oxnard Branch Library. Viola, Inc. and its sub-contractors completed construction in April 2007.

In May 2009, multiple leaks in the library's variable air volume pits and duct system were discovered by City maintenance staff. The source of the leaks was identified and the repairs were completed by Smith Electric in June 2009. The system was monitored and a secondary leak appeared.

In September 2011, the City began discussions with Viola, Inc. regarding the issues, as they appeared to be related to the initial construction.

After initiating discussions with Viola, Inc. in September of 2011, the library's water meter indicated significant water usage in December of 2011. The City was unable to locate additional

Approve South Oxnard Branch Library Settlement Appropriation

May 10, 2016

Page 2

leaks and as a result, the City was forced to shut down the system to prevent additional water usage and damage to the library.

In March 2012, after months of negotiating with Viola, Inc. and locating additional water related issues, the City filed a lawsuit to address defective copper piping installed beneath the library floor and a faulty skylight installation.

In November 2014, the lawsuit was settled. In March 2015, the sum of \$905,000 was paid by Viola, Inc. et al to the City and deposited into the General Fund – Fund Balance Account. Subsequent to this, a transfer of the funds should have been made, assigning the \$905,000 to the Library Project Account. This did not occur. Council action on this item will approve the attached budget appropriation of \$905,000 from the General Fund – Fund Balance Account to the South Oxnard Library Improvement Project 165703. Upon completion of plans and specifications for the South Oxnard Library Improvement Project 165703, staff will return to Council for approval to go out to bid.

FINANCIAL IMPACT

Staff recommends funds received from the settlement with Viola, Inc. in the amount of \$905,000 in March 2015 be appropriated and transferred from the General Fund – Fund Balance Account to South Oxnard Library Improvement Project 165703.

ATTACHMENTS:

Attachment A - Settlement Agreement and Mutual Release

Attachment B - Capital Improvement Project Estimate

Attachment C - Budget Appropriation

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Agreement") is entered into on this 4th day of December 2014 ("Effective Date") by and among the following parties, with respect to the following recitals, and subject to the terms, conditions and provisions set forth below:

1. PARTIES

PLAINTIFF: CITY OF OXNARD, a municipal California corporation ("PLAINTIFF").

SETTLING DEFENDANTS: VIOLA, INC. aka VIOLA INCORPORATED, a California corporation (erroneously sued as VIOLA CONSTRUCTION, INC. dba VIOLA, INC.) ("VIOLA"); BRANNON, INC. dba SMITH ELECTRIC SERVICE, a California corporation; ROESLING NAKAMORA TERADA ARCHITECTS, INC., a California corporation; SYSKA HENNESSY GROUP, INC., a New York corporation; COAST TO COAST GLASS CORPORATION, a California corporation and R&J SHEET METAL, INC., a California corporation (hereinafter collectively "SETTLING DEFENDANTS").

SETTLING CROSS-DEFENDANTS: CARMEL ARCHITECTURAL SALES; CASTANEDA CONSTRUCTION; STANDARD DRYWALL, INC.; TORO ENTERPRISES, INC.; ARCADIA, INC.; KALWALL CORPORATION; DAMAR CONSTRUCTION, INC.; and T.B. PENICK & SONS INC. (hereinafter collectively referred to as "SETTLING CROSS-DEFENDANTS")

PLAINTIFF, SETTLING DEFENDANTS and SETTLING CROSS-DEFENDANTS shall each individually be referred to as a "SETTLING PARTY" and collectively as "SETTLING PARTIES".

2. RECITALS

A. WHEREAS, CITY OF OXNARD and ROESLING NAKAMORA TERADA ARCHITECTS, INC. entered into an agreement for architectural services on or about June 1, 2001 and all related amendments thereunder for the design of the South Oxnard Library to be located at 4300 Saviers Road, Oxnard, California 93033 (the "PROJECT"). Thereafter, ROESLING NAKAMORA TERADA ARCHITECTS, INC. and SYSKA HENNESSEY GROUP, INC. entered into an agreement on or about November 7, 2003 for the design and engineering of certain systems for the PROJECT.

B. WHEREAS, PLAINTIFF and VIOLA entered into a contract (the "PRIME CONTRACT") dated February 9, 2005 for the construction of the PROJECT. Thereafter, VIOLA and its subcontractors entered into various subcontract agreements for the construction of various portions of the PROJECT.

C. WHEREAS, on or about February 6, 2012, PLAINTIFF filed an action in the Ventura County Superior Court entitled *City of Oxnard v. Viola Construction et al.*, Case No. 56-2012-004122S7-CU-BC-VTA (the "LAWSUIT"). The term LAWSUIT as used herein includes the complaint and all amended complaints, cross-complaints, amended cross-complaints and all allegations, claims and requests for relief set forth therein. The operative Second Amended Complaint (the "Complaint") was filed on or about January 4, 2013. Thereafter, PLAINTIFF filed certain "DOE Amendments" naming additional parties to the Complaint, on or about October 8, 2013. In the complaint filed in the LAWSUIT, PLAINTIFF asserts and alleges certain claims against the SETTLING DEFENDANTS, and others, for breach of contract, breach of express and implied warranty, strict liability, and negligence. PLAINTIFF seeks to recover damages for the alleged improper, defective and negligent design and construction of the PROJECT, including, but not limited to, property damage, repair costs, investigation fees, design fees, experts' fees, attorneys' fees, diminution in the value of the PROJECT, and costs of suit.

D. WHEREAS, after the filing of the LAWSUIT, the Defendants and the Cross-Defendants filed their respective cross-complaints against each other. On or about July 19, 2012, VIOLA filed a cross-complaint in the LAWSUIT against the other Defendants and against additional parties, including the SETTLING CROSS-DEFENDANTS.

E. WHEREAS, the SETTLING PARTIES wish to settle and compromise their claims against each other as stated in this Agreement. The intent of this Agreement is to resolve all pending disputes and claims asserted among the SETTLING PARTIES in the LAWSUIT, or pertaining to the PROJECT, except for those expressly excluded below. It is further intended that this Agreement is a compromise of disputed claims and that this Agreement and any consideration paid or transferred shall not be construed as an admission of liability on the part of any SETTLING PARTY. It is understood that SETTLING PARTIES deny liability to each other, and that this Agreement is intended to avoid expending additional time, efforts and costs of further litigation, and to buy peace among the SETTLING PARTIES.

3. CONSIDERATION

a. In consideration of the dismissals with prejudice as against the SETTLING DEFENDANTS and SETTLING CROSS-DEFENDANTS from the Complaint and cross-complaints filed in the LAWSUIT, and for release set forth below pursuant to the terms of this Agreement, and for other valuable consideration described below, the SETTLING PARTIES shall pay the following sums ("Settlement Proceeds") to the PLAINTIFF as set forth below in the following amounts:

PARTY	AMOUNT
ARCADIA, INC.	15,000
BRANNON, INC. dba SMITH ELECTRIC SERVICE	80,000
CASTANEDA CONSTRUCTION	60,000
COAST TO COAST GLASS CORPORATION	118,000
DAMAR CONSTRUCTION, INC.	17,500
CARMEL ARCHITECTURAL SALES	10,000
ROESLING NAKAMORA TERADA ARCHITECTS, INC.	200,000
STANDARD DRYWALL, INC.	40,000
SYSKA HENNESSY GROUP, INC.	115,000
T.B. PENICK & SONS INC.	2,000
TORO ENTERPRISES, INC.	5,000
R&J SHEET METAL, INC.	5,000
VIOLA, INC.	237,500
TOTAL	\$905,000

Settlement payments shall be made by check(s) representing good funds payable to the CITY OF OXNARD and delivered to the law firm of Gibbs Giden Locher Turner Senet & Wittbrodt LLP, attn.: Theodore L. Senet, Esq., 1880 Century Park East 12th Floor, Los Angeles, CA 90067, no later than December 31, 2014.

The CITY OF OXNARD's Federal Tax ID is # 95-6000756. The settlement checks will be held in trust and not delivered to the CITY OF OXNARD until the issuance of an order approving this settlement as being in good faith as set forth in Paragraph 4 below.

b. In further consideration of the foregoing, KALWALL CORPORATION shall provide PLAINTIFF with the following materials: two new skylight panels (approximately 10' 1" +/- x 4' 10" +/-); new flashing coated on both sides for the existing 40' x 25' skylight; Kalwall system screws; and sealant tape for the Kalwall system metal, in accordance with mutually approved shop drawings and specifications for the remediation of the subject skylight. For the purposes of a motion for determination of good faith settlement, the SETTLING PARTIES agree that the approximate value of these materials is \$5,000.

c. In further consideration of the foregoing and subject to the granting of the motion for determination of good faith settlement as set forth in Paragraph 4 below, VIOLA unconditionally transfers and assigns to PLAINTIFF, without any guarantee or recourse (except for the express warranties and representations set forth in this Agreement), any and all rights under Subcontract No. 0503-016 dated 2/22/2005 and under any related agreements, guarantees and warranties related to the PROJECT, that VIOLA now has or may later have relating to any warranty, guarantee or repair obligation related to the roof, roof underlayment or metal siding installed by or on behalf of R&I SHEET METAL, INC. (the "ASSIGNED RIGHTS"). PLAINTIFF shall have the exclusive right to enforce the ASSIGNED RIGHTS. VIOLA further warrants and represents that it has not and it will not assign or release the ASSIGNED RIGHTS to anyone other than PLAINTIFF, and that it will execute any other documentation, and do such things as may be reasonably necessary to affect this assignment. For the purposes of the motion for good faith settlement described in Paragraph 4 below, the SETTLING PARTIES value the ASSIGNED RIGHTS at \$100 as of the date this Agreement.

d. The release of the SETTLING PARTIES pursuant to the terms of this Agreement is expressly contingent on the payment of funds identified in this Paragraph 3 by the SETTLING PARTIES and/or their insurers, the transfer of the consideration set forth in Paragraphs 3b. and 3c. above, along with the granting of the good faith settlement motion pursuant to Paragraph 4 below. Each party will be responsible for the payment and or consideration required from them above, and not for any other party's payment. The SETTLING PARTIES agree that the Court will retain jurisdiction under California Code of Civil Procedure § 664.6 to enforce this Agreement, and stipulate that judgment may be entered by the Court against any party defaulting hereunder for the amount of any payment or other consideration due, plus attorneys' fees and interest at the maximum legal rate. In the event that any litigation or proceeding is brought to collect any sums or consideration due under this Agreement, the prevailing party shall be entitled to recover its actual attorneys' fees and costs from the non-prevailing party in such litigation. Except as set forth herein, all parties are to bear their own attorneys' fees and costs.

4. GOOD FAITH SETTLEMENT

This settlement is conditioned and contingent upon the entry of an Order from the Ventura County Superior Court determining that the settlement entered into among the SETTLING PARTIES was made in good faith pursuant to Code of Civil Procedure § 877.6, and dismissing and barring any cross-complaints for equitable comparative contribution, or for partial or comparative indemnity, against the SETTLING DEFENDANTS and SETTLING CROSS-DEFENDANTS.

5. REQUESTS FOR DISMISSAL

Within five (5) days of the following: (a) the execution of this Agreement by all SETTLING PARTIES, (b) the payment of the Settlement Proceeds as set forth in Paragraph 3 above, and (c) the entry of the Order approving this settlement as being in good faith as set forth in Paragraph 4 above, PLAINTIFF will file a Request for Dismissal with Prejudice as to each SETTLING DEFENDANT and SETTLING CROSS-

DEFENDANT who had paid in full the sums and other consideration required under Paragraph 3 above, and each of the SETTLING DEFENDANTS and SETTLING CROSS-DEFENDANTS shall file a Request for Dismissal with Prejudice of any and all cross-complaints that they have filed in the LAWSUIT.

6. RELEASE OF CLAIMS

For purposes of this Agreement, "Related Persons and Entities" shall be defined as, with respect to any business or governmental entity: its owners, principals, past or present officers (whether direct or indirect), directors, council persons, supervisors, officials, inspectors, managing agents, agents, employees, servants, insurers, attorneys, consultants, representatives, shareholders, partners, limited partnerships, board members, predecessors-in-interest, successors-in-interest, beneficiaries, assigns, sister corporations, sureties, affiliated companies or corporations, parent companies or corporations, subsidiary companies or corporations, divisions, departments, partners, joint venturers, associated companies or corporations, subrogee and/or any other entity or person otherwise related to or connected with said business.

SETTLING PARTIES' MUTUAL RELEASE. It is the specific intent of each SETTLING PARTY to mutually release each of the other SETTLING PARTIES and all of their respective Related Persons and Entities, subject to the terms of this Agreement. Therefore, and in consideration of the payment of the Settlement Proceeds, the mutual covenants and agreements contained in this Agreement, and other sufficient and valuable consideration, the SETTLING PARTIES release and discharge one another and their respective Related Persons and Entities of and from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damage, costs, losses of services, expenses, compensation, requests for affirmative relief, and indemnification rights, whether they be actual, implied, expressed or perceived, which the SETTLING PARTIES have had, now have or which hereafter accrue or otherwise are accrued, on account of, or in any way arising out of the LAWSUIT or the PROJECT, subject only to the exceptions listed in Paragraph 7 below.

WAIVER OF CIVIL CODE SECTION 1542. The SETTLING PARTIES acknowledge and understand that there is a risk that, subsequent to the execution of this Agreement, they may accrue, obtain, incur, suffer or sustain claims, causes of action or damages which arise out of, are caused by, are connected with, or relate to the PROJECT or the LAWSUIT, which are unknown and unanticipated at the time this Agreement is signed or which are not presently capable of being ascertained. The SETTLING PARTIES further acknowledge that there is a risk that any claims, causes of action or damages as are known or should be known with respect to the released matters may become more serious than they now expect or anticipate. Nevertheless, the SETTLING PARTIES hereby expressly waive all rights they may have in such unknown and unexpected consequences or results as to the matters released, subject only to the exceptions listed in Paragraph 7 below. The SETTLING PARTIES acknowledge that they have had the benefit of or opportunity to consult with counsel, understand the provision of California *Civil Code* § 1542, and expressly waive the provisions of *Civil Code* § 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The SETTLING PARTIES hereby specifically waive any and all rights and benefits under *Civil Code* § 1542 as they relate to the matters released and acknowledge that this settlement would not be made without such a waiver.

7. MATTERS NOT RELEASED

The following matters, claims and rights are excluded from the release set forth in Paragraph 6 above:
(a) any claims by PLAINTIFF against any non-settling Defendant, Cross-Defendant, or any non-party who

provided labor, services, equipment or materials to the design or construction of the PROJECT, including, but not limited to METAL SALES MANUFACTURING CORPORATION, a Kentucky corporation, and their respective partners, shareholders, officers, employees, agents, insurers, sureties and affiliates; (b) the SETTLING DEFENDANTS' rights or claims under any insurance policy, any indemnity agreement, or any claims for indemnity (whether express, equitable, implied, comparative or otherwise), arising from the claims excluded under subparagraph 7a above; (c) any rights or claims under any insurance policy, or rights and claims under any indemnity agreement, or any claims for indemnity (whether express, equitable, implied, comparative or otherwise), arising from or related to any third party claims for bodily injury, personal injury or wrongful death; (d) any claims or rights unrelated to and not arising from the PROJECT or the LAWSUIT; (e) any unexpired manufacturer's warranties with respect to the materials, products or equipment furnished or supplied to the PROJECT; (f) the right to enforce the terms of this Agreement; and (g) any claims of the City against R&J SHEET METAL or its suppliers, including but not limited to the ASSIGNED RIGHTS under paragraph 3(c) above, related to the metal roof, roof underlayment, and exterior metal wall system at the Project, or under the Subcontractor Guarantee dated 9-22-06 ("Guarantee"), a copy of which is attached as Exhibit A. R&J SHEET METAL hereby affirms that the Guarantee is in effect, that it may be enforced by the City of Oxnard, as owner and as assignee of Viola Incorporated, in accordance with its terms. In the event of a claim under the Guarantee, R&J SHEET METAL agrees that as to the City of Oxnard, R&J will not assert that the lack of slope on areas of the roof or that the approval of its shop drawings excuse or relieve R&J SHEET METAL from repairing any leaks or other defects in the roof in accordance with the terms of the Guarantee. The City represents that it has not disassembled the roof, except for the removal and reinstallation of a single screw in the cricket area. R&J SHEET METAL reserves any and all rights and defenses under the Guarantee. This Agreement shall not in any way extend the Guarantee, and except as expressly stated herein, will not alter the Guarantee. PLAINTIFF represents that it currently has no knowledge of any pending claims for bodily injury, personal injury or wrongful death related to the PROJECT, nor of any defects or warranty claims not disclosed or discussed in the mediations or expert meetings which occurred during of the course of the LAWSUIT.

8. MUTUAL REPRESENTATIONS, COVENANTS AND WARRANTIES

Each of the SETTLING PARTIES represent, warrant and agree as follows:

a. No SETTLING PARTY (nor any officer, agent, employee, representative, or attorney of or for any SETTLING PARTY) has made any statement or representation to any other SETTLING PARTY regarding any fact relied upon in entering into this Agreement, and no SETTLING PARTY is relying upon any statement, representation or promise of any other SETTLING PARTY (or of any officer, agent, employee, representative, or attorney for the other SETTLING PARTY) in executing this Agreement or in making the settlement provided for herein, except as expressly stated in this Agreement.

b. Each SETTLING PARTY has been advised by counsel, or has had the opportunity to seek advice of counsel, of the effect of entering into this Agreement. Each SETTLING PARTY has entered into this Agreement freely and voluntarily and has made an investigation of the facts pertaining to this settlement, this Agreement and of all the matters relating thereto.

c. Each SETTLING PARTY or responsible officer or agent thereof has read this Agreement and understands the contents hereof. Each of the persons executing this Agreement on behalf of the respective parties is empowered to do so and hereby binds his or her respective party.

d. Each SETTLING PARTY understands and agrees that the performance of the terms of this Agreement shall not be construed as an admission of any obligation or liability or the validity of any claim, inasmuch as each SETTLING PARTY has consistently maintained that it has no obligation to any other SETTLING PARTY.

e. Each SETTLING PARTY hereto represents and warrants that there has been no assignment, sale or transfer, by operation of the law or otherwise, of any claim, right, cause of action, demand, obligation, liability or interest released by any of them as provided herein, except for the express assignment set forth in Paragraph 3c. above.

9. MISCELLANEOUS

a. This Agreement is the entire agreement and understanding between the SETTLING PARTIES with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral and written agreements and discussions between or among any of them. The SETTLING PARTIES acknowledge and agree that there are no conditions, covenants, agreements or understandings between or among any of them except as set forth in this Agreement and the exhibits hereto. This Agreement may be amended only by a writing signed by the SETTLING PARTIES.

b. This Agreement is binding upon and shall inure to the benefit of each of the SETTLING PARTIES hereto and their respective parent companies, subsidiaries, affiliates, predecessors, successors, divisions, shareholders, directors, officers, employees, attorneys, agents, representatives, heirs and assigns.

c. This Agreement is to be executed and delivered within the State of California, and its validity, construction and performance, as well as the rights and obligations of the SETTLING PARTIES hereunder, shall be governed, construed and enforced in accordance with the laws of the State of California, without regard to principles of choice of law. The Ventura County Superior Court shall be the appropriate venue for the resolution of any disputes in connection with this Agreement. Each of the SETTLING PARTIES hereto has cooperated and participated in the drafting and preparation of this Agreement. Accordingly, the SETTLING PARTIES hereby acknowledge and agree that this Agreement shall not be construed or interpreted in favor of or against any party by virtue of the identity of its preparer.

d. The invalidity of any non-material provision(s) or part of any provision of this Agreement as determined by a Court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

e. The parties hereto agree to execute such documents and to take such other action as may be reasonably necessary to further the purpose(s) of this Agreement.

f. This Agreement may be executed in counterparts and when signed by each of the parties hereto with signed copies delivered to the other party, or their attorney, shall be deemed in full force and effect executed as set forth below. Further, a signature received by facsimile or e-mail (in PDF form) is as binding as an original signature.

IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE AS OF THE DATE FIRST SET FORTH ABOVE.

CITY OF OXNARD

VIOLA, INC.

By:

Name: Tim Flynn

Title: MAJOR

By:

Name:

Title:

e. Each SETTLING PARTY hereto represents and warrants that there has been no assignment, sale or transfer, by operation of the law or otherwise, of any claim, right, cause of action, demand, obligation, liability or interest released by any of them as provided herein, except for the express assignment set forth in Paragraph 3c. above.

9. MISCELLANEOUS

a. This Agreement is the entire agreement and understanding between the SETTLING PARTIES with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral and written agreements and discussions between or among any of them. The SETTLING PARTIES acknowledge and agree that there are no conditions, covenants, agreements or understandings between or among any of them except as set forth in this Agreement and the exhibits hereto. This Agreement may be amended only by a writing signed by the SETTLING PARTIES.

b. This Agreement is binding upon and shall inure to the benefit of each of the SETTLING PARTIES hereto and their respective parent companies, subsidiaries, affiliates, predecessors, successors, divisions, shareholders, directors, officers, employees, attorneys, agents, representatives, heirs and assigns.

c. This Agreement is to be executed and delivered within the State of California, and its validity, construction and performance, as well as the rights and obligations of the SETTLING PARTIES hereunder, shall be governed, construed and enforced in accordance with the laws of the State of California, without regard to principles of choice of law. The Ventura County Superior Court shall be the appropriate venue for the resolution of any disputes in connection with this Agreement. Each of the SETTLING PARTIES hereto has cooperated and participated in the drafting and preparation of this Agreement. Accordingly, the SETTLING PARTIES hereby acknowledge and agree that this Agreement shall not be construed or interpreted in favor of or against any party by virtue of the identity of its preparer.

d. The invalidity of any non-material provision(s) or part of any provision of this Agreement as determined by a Court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

e. The parties hereto agree to execute such documents and to take such other action as may be reasonably necessary to further the purpose(s) of this Agreement.

f. This Agreement may be executed in counterparts and when signed by each of the parties hereto with signed copies delivered to the other party, or their attorney, shall be deemed in full force and effect executed as set forth below. Further, a signature received by facsimile or e-mail (in PDF form) is as binding as an original signature.

IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE AS OF THE DATE FIRST SET FORTH ABOVE.

CITY OF OXNARD

VIOLA, INC.

By: _____
Name:
Title:

By: 
Name: Michael T. Viola
Title: Chief Executive Officer

BRANNON, INC. dba SMITH ELECTRIC
SERVICE

ROESLING NAKAMURA TERADA
ARCHITECTS, INC.

By: 
Name: MICHAEL BRANNON
Title: PRESIDENT

By: _____
Name: _____
Title: _____

SYSKA HENNESSY GROUP, INC.

STANDARD DRYWALL, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

DAMAR CONSTRUCTION

CASTANEDA CONSTRUCTION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

KALWALL CORPORATION

ARCADIA, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

BRANNON, INC. dba SMITH ELECTRIC
SERVICE

ROESLING NAKAMURA TERADA
ARCHITECTS, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SYSKA HENNESSY GROUP, INC.

STANDARD DRYWALL, INC.

By: *Gary A. Brennen*
Name: GARY A. BRENNEN
Title: CO-PRESIDENT

By: _____
Name: _____
Title: _____

DAMAR CONSTRUCTION

CASTANEDA CONSTRUCTION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

KALWALL CORPORATION

ARCADIA, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

BRANNON, INC. dba SMITH ELECTRIC
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Name: _____
Title: _____

ROESLING NAKAMURA TERADA
ARCHITECTS, INC.

By: _____
Name: _____
Title: _____

SYSKA HENNESSY GROUP, INC.

By: _____
Name: _____
Title: _____

STANDARD DRYWALL, INC.

By: _____
Name: _____
Title: _____

DAMAR CONSTRUCTION

By: 
Name: MIKE MARSHALL
Title: CEO

CASTANEDA CONSTRUCTION

By: _____
Name: _____
Title: _____

KALWALL CORPORATION

By: _____
Name: _____
Title: _____

ARCADIA, INC.

By: _____
Name: _____
Title: _____

BRANNON, INC. dba SMITH ELECTRIC
SERVICE

ROESLING NAKAMURA TERADA
ARCHITECTS, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

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STANDARD DRYWALL, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

DAMAR CONSTRUCTION

CASTANEDA CONSTRUCTION

By: _____
Name:
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By: _____
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Title:

KALWALL CORPORATION

ARCADIA, INC.

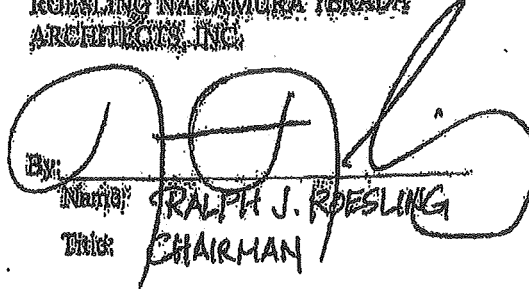
By: Richard R. Keller 1/16/15
Name: Richard R. Keller
Title: President

By: _____
Name:
Title:

BRANNON, INC. dba SMITH ELECTRIC
SERVICES

ROESLING NAKAMURA TERADA
ARCHITECTS, INC.

By: _____
Name: _____
Title: _____

By: 
Name: RALPH J. ROESLING
Title: CHAIRMAN

SYSKA HENNESSY GROUP, INC.

STANDARD DRYWALL, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

DAMAR CONSTRUCTION

CASTANEDA CONSTRUCTION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

KALWALL CORPORATION

ARCADIA, INC.

By: _____
Name: _____
Title: _____

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Name: _____
Title: _____

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ROESLING NAKAMURA TERADA
ARCHITECTS. INC.

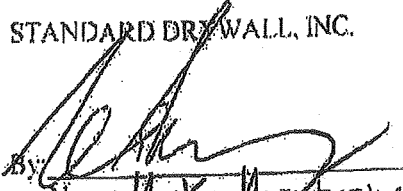
By: _____
Name:
Title:

By: _____
Name:
Title:

SYSKA HENNESSY GROUP, INC.

STANDARD DRYWALL, INC.

By: _____
Name:
Title:

By: 
Name: Mike Montgomery
Title: Counsel of Record per CCP#664.7

DAMAR CONSTRUCTION

CASTANEDA CONSTRUCTION

By: _____
Name:
Title:

By: _____
Name:
Title:

KALWALL CORPORATION

ARCADIA, INC.

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By: _____
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SYSKA HENNESSY GROUP, INC.

By: _____
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Title:

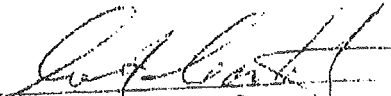
STANDARD DRYWALL, INC

By: _____
Name:
Title:

DAMAR CONSTRUCTION

By: _____
Name:
Title:

CASTANEDA CONSTRUCTION

By: 
Name: Andrew F. Castaneda
Title: President / General manager

KALWALL CORPORATION

By: _____
Name:
Title:

ARCADIA, INC

By: _____
Name:
Title:

BRANNON, INC. dba SMITH ELECTRIC
SERVICE

By: _____
Name: _____
Title: _____

ROESLING NAKAMURA TERADA
ARCHITECTS, INC.

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Title: _____

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By: _____
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DAMAR CONSTRUCTION

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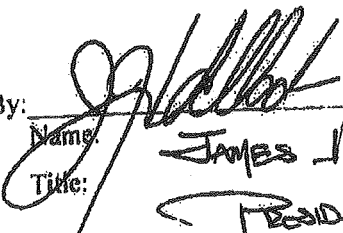
CASTANEDA CONSTRUCTION

By: _____
Name: _____
Title: _____

KALWALL CORPORATION

By: _____
Name: _____
Title: _____

ARCADIA, INC.

By: 
Name: JAMES H. SCHUDEL
Title: President

CARMEL ARCHITECTURAL SALES

By: _____

Name:

David P. Trowno

Title: CEO

COAST TO COAST GLASS CORPORATION

By: _____

Name:

Title:

TORO ENTERPRISES, INC.

By: _____

Name:

Title:

T.B. PENNICK & SONS, INC.

By: _____

Name:

Title:

R&J SHEET METAL, INC.

By: _____

Name:

Title:

APPROVED AS TO FORM:GIBBS GIDEN LOCHER TURNER
SENET & WITTBRODT LLP

By: _____

Theodore L. Senet, Esq.

Attorneys for CITY OF OXNARD

LEWIS BRISBOIS BISGAARD & SMITH LLP

By: _____

Charles L. Harris, Esq.

Patrick J. McCormick, Esq.

Mikita A. Weaver, Esq.

Attorneys for VIOLA INC.

CARMEL ARCHITECTURAL SALES

COAST TO COAST GLASS CORPORATION

By: _____
 Name: _____
 Title: _____

TORO ENTERPRISES, INC.

By: _____
 Name: _____
 Title: *pres*

R&J SHEET METAL, INC.

By: _____
 Name: _____
 Title: _____

APPROVED AS TO FORM:

GIBBS GIDEN LOCHER TURNER
 SENET & WITTBRODT LLP

By: _____
 Theodore L. Senet, Esq.
 Attorneys for CITY OF OXNARD

By: _____
 Name: _____
 Title: _____

T.B. PENNICK & SONS, INC.

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 Title: _____

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 Patrick J. McCormick, Esq.
 Mikita A. Weaver, Esq.
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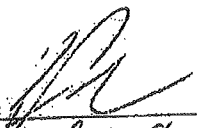
TORO ENTERPRISES, INC.

T.B. PENNICK & SONS, INC.

By: _____
 Name: _____
 Title: _____

By: _____
 Name: _____
 Title: _____

R&J SHEET METAL, INC.

By: 
 Name: Rocky Flemons 1-6-2015
 Title: V.C. President

APPROVED AS TO FORM:GIBBS GIDEN LOCHER TURNER
SENET & WITTBRODT LLP

LEWIS BRISBOIS BISGAARD & SMITH LLP

By: _____
 Theodore L. Senet, Esq.
 Attorneys for CITY OF OXNARD

By: _____
 Charles L. Harris, Esq.
 Patrick J. McCormick, Esq.
 Mikita A. Weaver, Esq.
 Attorneys for VIOLA INC.

CARMEL ARCHITECTURAL SALES

COAST TO COAST GLASS CORPORATION

By: _____
 Name: _____
 Title: _____

By: Michelle Leterding
 Name: _____
 Title: Corp. Pres. 12/10/14

TORO ENTERPRISES, INC.

T.B. PENNICK & SONS, INC.

By: _____
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 Title: _____

By: _____
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 Title: _____

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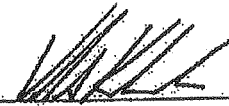
By: _____
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 Title: _____

TORO ENTERPRISES, INC.

T.B. PENNICK & SONS, INC.

By: _____
 Name: _____
 Title: _____

By:  _____
 Name: Victor Klemaske
 Title: Vice President

R&J SHEET METAL, INC.

By: _____
 Name: _____
 Title: _____

APPROVED AS TO FORM:GIBBS GIDEN LOCHER TURNER
SENET & WITTBRODT LLP

LEWIS BRISBOIS BISGAARD & SMITH LLP

By: _____
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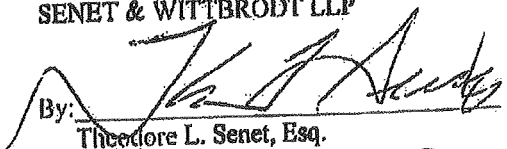
R&J SHEET METAL, INC.

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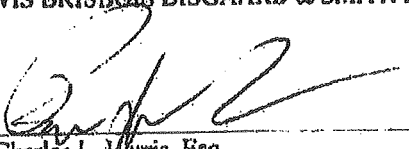
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LAW OFFICES OF LINDA M.
LIBERTUCCI

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Alan A. Carrico, Esq.
Attorneys for BRANNON, INC. dba
SMITH ELECTRIC SERVICE

BYRON & EDWARDS, APC

By: Michael M. Edwards
Michael M. Edwards, Esq.
Attorneys for ROESLING NAKAMURA
TERADA ARCHITECTS, INC.

COLLINS, COLLINS, MUIR &
STEWART LLP

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BONETATI & KINCAID, INC.

GREEN & HALL

By: Marc S. Soble
Marc S. Soble, Esq.
Attorneys for DAMAR
CONSTRUCTION, INC.

By: Jonathan M. Slipp
Jonathan M. Slipp, Esq.
Attorneys for CASTANEDA
CONSTRUCTION

BREMER WHYTE BROWN & O'MEARA

ERVIN COHEN & JESSUP, LLP

By: John O'Meara
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Fred Lee, Esq.
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CORPORATION

By: Barry J. MacNaughton
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Matthew J. Eandi, Esq.
Valerie Escalante, Esq.
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John O'Meara, Esq.
~~Red Lee, Esq.~~ Kevin Karooni, Esq.
Attorneys for KALWALL
CORPORATION

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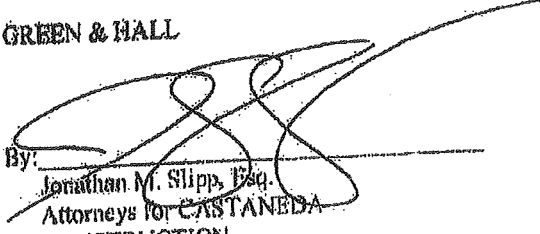
By: _____
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CORPORATION

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Matthew J. Eandi, Esq.
Valerio Escalante, Esq.
Attorneys for ARCADIA, INC.

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LIBERTUCCI

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Alan A. Carrico, Esq.
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WATERS, McCLUSKEY & BOEHLE

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BONETATI & KINCAID, INC.

GREEN & HALL

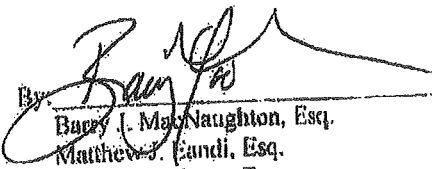
By: _____
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CORPORATION

By:  _____
Barry J. MacNaughton, Esq.
Matthew J. Eandi, Esq.
Valerie Escalante, Esq.
Attorneys for ARCADIA, INC.

LAW OFFICES OF KEVIN PEGAN

By: Deborah Elliott
Deborah Elliott, Esq.
Attorneys for CARMEL
ARCHITECTURAL SALES + T.B.
Penick + Sons, Inc.

DIEDERICH & ASSOCIATES

LAW OFFICE OF CRAIG A. HOLTZ

By: Jeffrey N. Stewart Esq.
Jeffrey N. Stewart Esq.
Attorneys for COAST TO COAST GLASS
CORPORATION

LAW OFFICES OF PERRY WOLF

By: Anna Golan, Esq.
Anna Golan, Esq.
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INC.

LAW OFFICES OF ALEX P. AGHAJANIAN

By: Alex P. Aghajanian, Esq.
Alex P. Aghajanian, Esq.
Attorneys for R&J SHEET METAL, INC.

LAW OFFICES OF KEVIN PEGAN

By: _____

Deborah Elliott, Esq.
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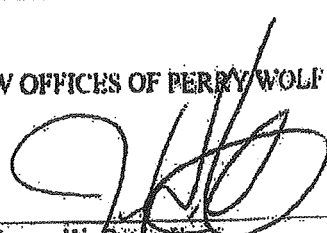
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STUTZ ARTIANO SHINOFF & HOLTZ

By: _____
 Alex P. Aghajanian, Esq.
 Attorneys for R&J SHEET METAL, INC.

By: 
 Bret W. Eubank, Esq.
 Attorneys for CARMEL
 ARCHITECTURAL SALES



R & J Sheet Metal, Inc.

ARCHITECTURAL, SHEET METAL & SKYLIGHTS
CONTRACTOR'S LICENSE # 540085

7575 WOODWIND DRIVE
HUNTINGTON BEACH, CA 92047
Phone: (714) 842-1308
Fax: (714) 848-1848

SUBCONTRACTOR GUARANTEE

CONTRACTOR: Viola Incorporated
P.O. Box 5824
Oxnard, CA 93031

PAYMENT IN FULL WILL VALIDATE THE FOLLOWING:

We hereby guarantee that the work in the specification section noted above has been done in strict accordance with the drawings and specifications, and that the work installed will fulfill the requirements of those specifications. We agree to repair or cause to be repaired or replaced, any or all of our work which may prove to be defective in workmanship and/or materials, together with any adjacent work which requires repair or replacement because of defective work within a period of (20) TWENTY YEARS from the date of acceptance of the above named project by the owner.

Ordinary wear and unusual abuse or neglect are excepted from this guarantee.

SIGNED BY:

Julie Fleeman

TITLE:

Julie Fleeman, President

DATE:

9-22-06

EXHIBIT A

OXN0006433

**CITY OF OXNARD
CAPITAL IMPROVEMENT PROJECT ESTIMATE**

N.5.b

Project Title: South Oxnard Library Rehabilitation Project Specification No: LD16-00

Account No: _____ Project No. _____ Project Manager: Ralph Alamillo

	Original Estimate Amount	Revised Estimate Amount	Actual Cost
I. EXTERNAL SERVICES			
A. Architectural/ Engineering (8201)			
1. Preliminary Feasibility	50,000		
2. Design or Construction			
3. Specification/Cost Estimate	100,000		
B. Planning/EIR Services (8206)			
C. Real Estate Services (8207)			
D. Construction Services (8208)			
1. Surveys			
2. Soils Analysis	10,000		
3. Inspection	10,000		
4. Testing	5,000		
5. Atlas Fees			
6. Plans and Records			
7. Misc. (postage, reproductions, etc.)			
Total External Services	\$ 175,000		
II. INTERNAL SERVICES			
A. Design Engineering (8451)	5,000		
B. Inspection (8451)			
C. Survey (8451)			
D. Contract Administration (8451)	54,000		
E. Contract Procurement (8451)*	6,000	6,000	6,000
Total Internal Services	\$ 65,000	\$ 6,000	\$ 6,000
III. CONSTRUCTION/ACQUISITION			
<i>Funding for items in this section must be in place before contract is awarded</i>			
A. Land, Easements and Rights-of-Way (8601)			
B. Buildings:			
8602-New			
8603-Major Repair			
C. Improvements other than Buildings			
8604-New	665,000		
8605-Major Repair			
D. Machinery/Equipment (8606/8607)			
Total Construction/Acquisition	\$ 665,000		
IV. OTHER PROJECT COSTS:			
A. Project Contingencies (8802)			
B. CIP Indirect Cost (2.23% of total construction costs)			
Total Other Costs			
Project Total	\$ 905,000	\$ 6,000	\$ 6,000
Total Appropriation			
Less: Encumbrances & Expenditures			
Balance Available			

***NOTICE**

Approval of this estimate authorizes the transfer of the amount shown in item II-E from the project listed above to Contract Procurement Account No. 101-4501-553-7337 when bid solicitation services begin.

Prepared by: RA

Date: March 3, 2016

Approved by: _____

Date: _____

S:\Contract Procurement\Tools\Project Estimate

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Art Gutierrez

Date: May 10, 2016
Phone: 385-8082

Reason for Appropriation:

To appropriate \$905,000 from General Funds - Fund Balance for the remediation of flooring and skylight at South Oxnard Branch Library

Accounts and Descriptions

AMOUNT

Fund: GENERAL FUND (101)

Expenditures/Transfers Out

RESERVES AND TRANSFERS (1002)

101-1002-808.87-12	TRANSFERS - OUT / TSFR TO CAPITAL OUTLAY FD	<u>905,000</u>
	Sub-total Expenditures	<u>905,000</u>

Net Change to Fund Balance (905,000)

Fund: Capital Outlay Funds (301)

Revenues/Transfers In

So. Oxnard Library (5407)

301-5407-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FU	<u>905,000</u>
	Sub-total Revenues	<u>905,000</u>

Expenditures/Transfers Out

So. Oxnard Library Improvement (Project 165703)

301-5407-826.82-01	CONTRACTS AND SERVICES / SVCS-ARCHITECTURE/ENG	150,000
301-5407-826.82-08	CONTRACTS AND SERVICES / SERVICES - CONSTRUCTION	25,000
301-5407-826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	65,000
301-5407-826.86-06	CAPITAL OUTLAY / MACHINERY AND EQUIP NEW	<u>665,000</u>
	Sub-total Expenditures	<u>905,000</u>

Net Change to Fund Balance 0

REQUIRES CITY COUNCIL AUTHORIZATION

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

Packet Pg. 152

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____